

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

6/17/2020

Water Permit 47-7446

| <u>Owner Type</u> | <u>Name and Address</u> |
|-------------------|-------------------------|
| Current Owner | D FRANK BOHMAN , ZZ |

Status: Lapsed

| <u>Source</u> | <u>Tributary</u> |
|---------------|------------------|
|---------------|------------------|

| <u>Beneficial Use</u> | <u>From</u> | <u>To</u> | <u>Diversion Rate</u> | <u>Volume</u> |
|-----------------------|-------------|-----------|-----------------------|---------------|
|-----------------------|-------------|-----------|-----------------------|---------------|

Source and Point(s) of Diversion

Place Of Use

Conditions of Approval:

Comments:

Dates and Other Information

Water District Number: TBD
Mitigation Plan: False

Combined Use Limits

N/A

SubCase:

N/A

Water Supply Bank:

N/A

RECEIVED

State of Idaho

Department of Water Resources

JAN 30 1982

FEB 9 1982

ASSIGNMENT OF PERMIT

Department of Water Resources

Department of Water Resources

Southern District Office

I, Kenneth Allred, hereby assign to D. Frank Bohman

of Route #2, Buhl, ID 83316

Address

CHECK ONE



All my right, title, and interest in and to Permit No. 47-7446 to appropriate the public waters of the State of Idaho.



The following described portion of my right, title, and interest in and to Permit No. _____ to appropriate the public waters of the State of Idaho.

(Describe that portion of the permit being assigned by listing the acreage within each 40-acre subdivision, the point of diversion and the amount of water in cubic feet per second for direct diversion, or acre feet for storage)

Made this _____ day of _____, 19 _____.

Kenneth J. Allred
Permit Holder

Spouse of Permit Holder

State of Idaho)
County of Twin Falls) ss.

On this 20th day of January, 19 82, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

seal

Mary A. Lue
Notary Public residing at

Twin Falls, id 83301

My commission expires:

life

1983

LAPSED

47-7446

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MAR 29 1978

Department of Water Resources
Southern District Office

Identification No. _____

Application No. 47-7446

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT **APPROVED**

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant Kenneth J. Allred Phone: 543-5467
post office address Route 2, Buhl, Idaho 83316
2. Source of water supply Unnamed Stream & Seepage Tunnel which is a tributary of Deep Creek
3. a. Location of point of diversion is SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 17 Township 10S
Range 14E B.M. Twin Falls County; additional points of diversion if any: _____

b. If water is not consumed, it will be discharged into Deep Creek at a point in SE $\frac{1}{4}$
of NE $\frac{1}{4}$ of Section 17 Township 10S Range 14E B.M. _____
4. Water will be used for the following purposes:
Amount 5.0cfs for fish prop. purpose from Jan 1 to Dec 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. 5.0 cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. rock dam, ditch &/or pipeline, one
30' X 100' dirt pond, two existing 11' X 85' concrete raceways, one existing
but unlicensed 80' X 93' dirt pond, ditch into Deep Creek

b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir
capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)
c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
is 5 years.
b. Estimated construction cost is \$ _____.
8. Description of proposed uses:
a. If water is **not** for irrigation:
(1) Give the place of use of water: SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 17 Township 10S
Range 14E B.M.
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be
supplied with domestic water _____
(5) If water is to be used for other purposes describe: commercial fish propagation

47-7446

b. If water is for irrigation, indicate acreage in each subdivision in the tabulation below:

| TWP. | RANGE | SEC. | NE 1/4 | | | | NW 1/4 | | | | SW 1/4 | | | | SE 1/4 | | | | TOTALS |
|------|-------|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | | | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | |
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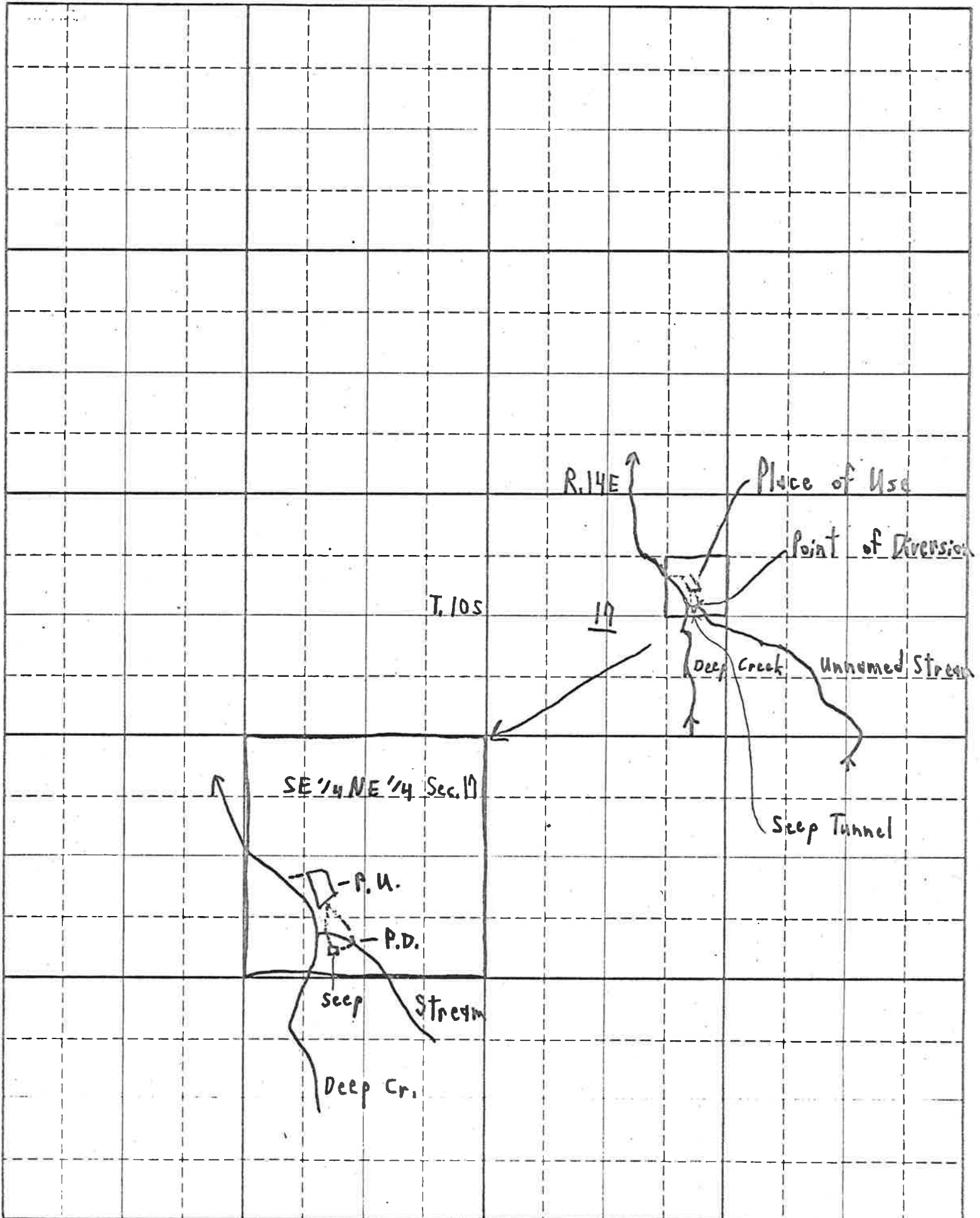
Total number of acres to be irrigated _____

c. Describe any other water rights used for the same purposes as described above. License 47-7163
(acquired thru purchase of property)

9. a. Who owns the property at the point of diversion applicant
 b. Who owns the land to be irrigated or place of use applicant
 c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing _____

10. Remarks Concrete raceways are presently licensed under 47-7163. Present diversion mixes water from unnamed stream & seepage tunnel (seepage is high in nitrogen). New system would allow applicant to continue using this co-mingled water or to run stream water directly to ponds as needed to maintain water quality for fish propagation. There will not actually be much of an increase in the amount of water used to raise fish at this facility, if there is any increase at all.

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile.

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.

Kenneth J. Albed
(Applicant)

Proposed Priority 12-15-77

Received by JA Date 12-15-77 Time 2 PM
Preliminary check by TR Fee \$ 65.00
Receipted by JA Date 12-15-77 # 7457
Publication prepared by Am Date 12/16/77
Published in Times News
Publication dates 12/22 & 12/29/77
Publication approved DJ Date 1/4/78
Priority reduced to _____ Reason _____

Protests filed by Juvin Falls Canal Co.
12/29/77
(w/drawn 2/6/78)
Copies of protests forwarded by Sm 1/6/78
Hearing held by _____ Date _____
Recommended for approval denial by mls jo

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 47-7446, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before March 1, 1983.
- c. Other: For licensing purposes a scientific measurement of the diversion rate of the system as it is normally operated shall be provided by either properly installing an approved type of measuring device or by having a professional engineer certify the rate of diversion to the Department prior to submitting proof of beneficial use of water.

Return water shall be treated to insure that the effluent meets intrastate stream water quality standards.

Witness my hand this 21 day of March 19 78.

A. Donald B. Smith
Deputy Director

PARRY, ROBERTSON, DALY & LARSON

LAWYERS

THE IDAHO FIRST NATIONAL BANK BUILDING

P. O. BOX 1906

TWIN FALLS, IDAHO 83301

(208) 733-3722

T. M. ROBERTSON (1911-1977)

JOHN H. DALY (1913-1968)

R. P. PARRY

BERT LARSON

C. G. MCINTYRE

JOHN R. COLEMAN

THOMAS G. NELSON

JOHN A. ROSHOLT

FRED D. DECKER

ROBERT C. PAINE

J. EVAN ROBERTSON

THOMAS G. WALKER, JR.

JAMES C. TUCKER

RECEIVED

JAN 31 1978

January 30, 1978

RECEIVED

Department of Water Resources

FEB 6 1978

Department of Water Resources
Southern District Office

Department of Water Resources
Statehouse
Boise, Idaho 83720

Re: Application for Permit No. 47-7446 -
Kenneth J. Allred

Gentlemen:

Be advised that the Twin Falls Canal Company hereby
withdraws their protest to Application for Permit No. 477446
as filed by Kenneth J. Allred.

Respectfully submitted,

John A. Rosholt

JOHN A. ROSHOLT

Attorney for

Twin Falls Canal Company

JAR:bg

cc: Michael L. Steele
Steve Allred

RECEIVED

DEC 20 1977

Department of Water Resources
Southern District Office

PARRY, ROBERTSON, DALY & LARSON
P. O. Box 525
Twin Falls, Idaho 83301
Telephone: 733-3722

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF APPLICATION) PROTEST OF TWIN FALLS CANAL
FOR PERMIT NO. 47-7446,) COMPANY TO APPLICATION FOR
KENNETH J. ALLRED.) PERMIT

Comes now the Twin Falls Canal Company, by and through their attorneys, Parry, Robertson, Daly & Larson, and respectfully allege.

1. That protestant Twin Falls Canal Company is a nonprofit, public irrigation corporation, which owns and operates a complex system of canals and ditches so as to deliver water to member shareholders who farm 202,000 acres in Twin Falls County, Idaho.

2. The application No. 47-7446 proposes to divert 5.0 cubic feet per second of water from a seep tunnel and coulee within the Twin Falls Canal Company system, which water is owned by the Company, and is part of the water delivered to many stockholders whose lands are entitled to water by the Twin Falls Canal Company.

3. That the water sought to be appropriated is private water within the system of the Twin Falls Canal

1 Company, are already appropriated by the Company for use in
2 laterals 9A, 9, 10, 10A and 10B of the Company for any purpose.

3 4. That a use of the water for fish propagation will
4 reduce the quality of the water for Twin Falls Canal Company
5 stockholders which reduces the quantity of high quality water.

6 5. Permission of Company to obstruct the coulee on
7 the Company's right-of-way has not been obtained.

8 NOW, THEREFORE, the Twin Falls Canal Company hereby
9 protests application No. 47-7446 for the following reasons,
10 to-wit:

11 (1) That the use proposed in application No. 47-7446
12 reduces the quantity of water available to protestant under
13 protestant's prior rights.

14 (2) The intended supply of water is private water
15 and not subject to appropriation.

16 (3) That the quality of the water available for Twin
17 Falls Canal Company stockholders reduces the quantity of high
18 quality water.

19 (4) That the Applicant's proposed diversion would
20 trespass on the Company's right-of-way.

21 WHEREFORE, the Twin Falls Canal Company by and
22 through their attorneys, Parry, Robertson, Daly & Larson,
23 respectfully request that application No. 47-7446 be denied by
24 the Department of Water Resources and that no permit be issued
25 pursuant thereto.

26 DATED this 28th day of December, 1977.

27 PARRY, ROBERTSON, DALY & LARSON

28 BY Spur A. Rosencr
29 P. O. Box 525
30 Twin Falls, ID 83301
31 Attorneys for Protestant
32 Twin Falls Canal Company



EARNEST MONEY AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE.

RECEIVED OF: Buhl, IDAHO, January 14, 1974

Kenneth J. Allred or Joycelyn Allred

herein called "Buyer," the sum of One hundred and no/100 (\$ 100.00) Dollars in the form of check

paid to the broker as earnest money and in part payment of the purchase price for the following property situate in Twin Falls County, Idaho, Section 17, Township 10 South, Range 14, E.B.M., Twin Falls County, Idaho, as shown on the records of said Twin Falls County Recorder.

(If more space is needed, continue on reverse side.)

Buyer hereby offers to purchase the above described property in its present condition, after full inspection, on the terms and conditions herein provided for; and agrees to give the seller 1 days, from this date, to accept said terms and conditions during which time this offer shall not be revokable.

Included as part of the property sold to the buyer are such of the following items as may now be on the premises, which will be delivered free and clear of encumbrances: All existing linoleum, window screens, screen doors, television antennae, shades, venetian blinds, curtain rods, attached lighting, plumbing and bathroom fixtures, water-heating apparatus and fixtures, awnings, ventilating, cooling and heating systems, irrigation fixtures and equipment, all water and water rights, ditches, and ditch rights appurtenant thereto, and subject to the assessments therein, trees, plants and shrubs and all other attached fixtures not herein reserved or excepted; together with the following personal property:

One (1) Ford Ferguson Tractor, One (1) No. 45 I.H.C. Hay Bailer, One (1) 2-wheel Hay Trailer, One (1) Hower, One (1) 200 Gal. Bulk-Tank, One (1) 2 Unit Milking Machine, & One (1) Kenmore Food Processor

The total purchase price is:

Fifty Thousand and no/100 (\$ 50,000.00) Dollars and after deducting the sum hereinbefore received for the balance shall be payable as follows:

Approximately \$23,250.00 on date of closing. Balance of approximately \$23,250.00 on contract to seller payable \$1,000.00 per year plus interest at the rate of 8% per annum. First payment due 02-15-75. It being understood the Goodhue - Schultz contract will be paid off on date of closing. Buyer is given privilege of pre-payment.

Farmers National Bank in Buhl to be escrow holder. This offer subject to Buyer acquiring a Federal Land Bank loan, in amount of not less than \$23,000. In the event

Buyer only receives a \$23,000 F.L.B. loan, Seller will increase contract balance to \$23,250 and thus would lower down payment to \$23,250 - \$23,150 = \$100

(If more space is needed, continue on reverse side.)

Seller authorizes the real estate broker, hereinafter referred to as "Broker," to order and charge to Seller's account, immediately upon acceptance of this offer, and of assurance of any contemplated financing, if provided for hereinabove, either a policy of Title Insurance (using a preliminary title report prior to close of sale, after which the Title Insurance Policy will be issued) or, at the Seller's option an abstract of title certified to a date subsequent hereto evidencing condition of the title for inspection and approval of the Buyer. If Buyer's approval of the condition of the title is withheld, Buyer shall have 10 days after receipt of evidence of title in which to deliver to Seller or Broker written objections thereto. Failure to so object within the 10 day time limit provided shall be deemed approval and acceptance of the condition of the title. The Broker shall in no way be responsible for delivery to Buyer, or condition of the title.

The earnest money deposited herein shall be refunded to Buyer and this agreement voided if the Seller fails to accept Buyer's offer within the time provided, or if merchantable title cannot be delivered within a reasonable time. Should the improvements on subject property be materially damaged by fire or otherwise, prior to closing this sale, this agreement shall be voidable at the option of the Buyer.

Unless otherwise provided herein, the real property shall be conveyed by warranty deed, free of encumbrances except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements of record. Any encumbrances to be discharged by Seller may be paid out of the purchase money at date of closing.

The parties hereto authorize the Broker to arrange financing, if financing is required and Buyer agrees to use his best efforts to obtain such financing. Financing costs shall be paid by Buyer. However, if FHA or GI regulations apply to limit Buyer's loan service fee, Seller agrees to pay any excess thereof.

All taxes, rents, insurance premiums and interest shall be prorated as of possession date, which shall be on or before February 15, 1974.

In case the Buyer shall fail to promptly perform any covenant or agreement aforesaid and to do all things necessary and prerequisite to the consummation of this sale, the Seller may declare a forfeiture of this contract, and all rights of the Buyer shall cease and payments made by him may be retained by the Seller as liquidated damages, and not as a penalty, or the Seller may pursue any other remedy available under the laws of the State of Idaho. In any action brought upon this agreement, the prevailing party shall be entitled to reasonable attorney fees.

This agreement shall bind the heirs, executors, administrators, successors and assigns of the respective parties hereto, and time is of the essence hereof. There are no verbal agreements which modify the terms and conditions hereof.

Broker: Clear Lake Agency, Inc. BUYER: Kenneth J. Allred (Address)

By SELLER: Virgil R. Schmitt, Jr. BUYER: Joycelyn Allred Phone:

SELLER ACCEPTS the foregoing terms and conditions and agrees to sell the above property to Buyer and to pay the Broker's commission which the Broker shall have the right to retain from the proceeds of this sale. In the event the earnest money received for in connection with this sale is forfeited, Seller agrees that one-half thereof shall be retained by the broker, provided the amount to the broker does not exceed the agreed upon commission due, and the balance shall be paid to the undersigned Seller.

Dated 1/15/74, 1974 SELLER: Virgil R. Schmitt, Jr.

STATE OF Idaho, COUNTY OF Twin Falls ss. SELLER: Benjamin M. Schmitt

On this 15th day of January, 1974, before me, a Notary Public in and for said State, personally appeared Virgil R. Schmitt, Jr. and Joycelyn Allred

known to me to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public for State of Idaho Residing at 1015 E. 1st St. Buhl, Idaho

My Commission expires Jan 15 - 1975

BUYER'S COPY—with Seller's Acceptance

