

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
**APPLICATION FOR PERMIT**  
To appropriate the public waters of the State of Idaho

Ident. No. 13-8042

RECEIVED

SEP 03 2019

Department of Water Resources  
Eastern Region

1. Name of applicant(s) Weston Creek Irrigation Company Phone \_\_\_\_\_  
 Name connector (check one): ☐ and ☐ or ☐ and/or  
 Mailing address PO Box 1 City Weston  
 State ID ZIP 83286 Email \_\_\_\_\_
2. Name of representative, if any Greg Bingham (president of company) Phone 208-317-6012  
 Mailing address 3753 S 3200 W City Weston  
 State ID ZIP 83286 Email gonfarmn@gmail.com
- a. ☒ Send all correspondence for this application to the representative and not to the applicant OR  
☐ Send original correspondence to the applicant and copies to the representative.
- b. ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant OR  
☒ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation.
3. Source of water supply Weston Creek which is a tributary of Bear River
4. Location of point(s) of diversion:

| Twp | Rge | Sec | Govt Lot | 1/4 | 1/4 | 1/4 | County   | Source       | Local name or tag # |
|-----|-----|-----|----------|-----|-----|-----|----------|--------------|---------------------|
| 16S | 38E | 13  |          |     | SW  | SW  | Franklin | Weston Creek |                     |
|     |     |     |          |     |     |     |          |              |                     |
|     |     |     |          |     |     |     |          |              |                     |
|     |     |     |          |     |     |     |          |              |                     |

5. Water will be used for the following purposes:
- Amount 4.0 cfs for Diversion to Storage purposes from 1/1 to 12/31 (both dates inclusive)  
 (cfs or acre-feet per year)
- Amount 120 acre-feet for Irrigation Storage purposes from 1/1 to 12/31 (both dates inclusive)  
 (cfs or acre-feet per year)
- Amount 120 acre-feet for Irrigation from Storage purposes from 4/1 to 10/31 (both dates inclusive)  
 (cfs or acre-feet per year)
- Amount \_\_\_\_\_ for \_\_\_\_\_ purposes from \_\_\_\_\_ to \_\_\_\_\_ (both dates inclusive)  
 (cfs or acre-feet per year)
6. Total quantity to be appropriated is (a) 4.0 cubic feet per second (cfs) and/or (b) 120 acre-feet per year (af).
7. Proposed diverting works:
- a. Describe type and size of devices used to divert water from the source. Water diverted from creek into pipeline to two ponds connected by narrow area of water. Water released into Weston Creek for downstream WCIC ditches.
- b. Height of storage dam 12 feet; active reservoir capacity 40 acre-feet; total reservoir capacity 40 acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12. For dams 10 feet or more in height AND having a storage capacity of 50 acre-feet or more, submit a separate [Application for Construction or Enlargement of a New or Existing Dam](#). Application required? ☐ Yes ☐ No
- c. Proposed well diameter is \_\_\_\_\_ inches; proposed depth of well is \_\_\_\_\_ feet.
- d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☐ No
- e. If well is already drilled, when? \_\_\_\_\_; drilling firm \_\_\_\_\_;  
 well was drilled for (well owner) \_\_\_\_\_; Drilling Permit No. \_\_\_\_\_.

## For Department Use

Received by \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ Preliminary check by \_\_\_\_\_  
 Fee \$ 370.- Receipted by JB Receipt No. E045287 Date 9/3/2019

13-8042

8. Description of proposed uses (if irrigation only, go to item 9):
- Hydropower; show total feet of head and proposed capacity in kW. \_\_\_\_\_
  - Stockwatering; list number and kind of livestock. \_\_\_\_\_
  - Municipal; must complete and attach the Municipal Water Right Application Checklist.
  - Domestic; show number of households \_\_\_\_\_
  - Other; describe fully. Irrigation storage = 2 connected ponds, total surface area of 8 acres, average depth of 5 feet.  
Irrigation from storage within service area of WCIC.
9. Description of place of use:
- If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
  - If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

| TWP | RGE | SEC | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |    | TOTALS |
|-----|-----|-----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|--------|
|     |     |     | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE | NE | NW | SW | SE |        |
| 16S | 38E | 13  |    |    |    |    |    |    |    |    |    |    |    | X  |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |
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|     |     |     |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |        |

Total number of acres to be irrigated: 2000

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? Ponds will supplement water rights 13-948, 13-949 and 13-2293. Irrigated acres are within the service area for Weston Creek Irrigation Company. Service area for existing rights needs to be amended to reflect current service area.
11. a. Who owns the property at the point of diversion? Arthur Walter Povey  
b. Who owns the land to be irrigated or place of use? Carl Koller  
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Original ditch from creek replaced by pipeline. Will use existing pipeline. Contract with Koller for ponds.
12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. Ponds will primarily be used as regulation reservoirs during the irrigation season, buffering the fluctuations in delivery of water from Weston Creek and storage water from the Weston Creek Reservoir to downstream shareholders. Ponds will capture some water in the winter and will carry over water during the non-irrigation season. Ponds (40 af capacity) will be emptied and refilled up to three times per year.
13. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).
14. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map or maps clearly identifying the proposed point of diversion, place of use, section #, township & range. The map scale shall not be less than two (2) inches equal to one (1) mile.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant

Greg Bingham President  
Print Name (and title, if applicable) WCIC

Signature of Applicant

Print Name (and title, if applicable)

## Pond Easement Agreement

WHEREAS, this Agreement is entered into and becomes effective upon notarized execution between Carl R. Koller and Lori S. Koller, husband and wife, who reside at 563 East 2nd South, Weston, Idaho, and The Weston Creek Irrigation Company, an Idaho corporation and water users' association, with its principal office in Weston, Idaho.

WHEREAS, Carl R. Koller and Lori S. Koller, husband and wife, were and are now willing to grant an easement to The Weston Creek Irrigation Company for installing, maintaining, and operating a pond on property owned by the Kollers and for ingress to and egress from said pond, subject to the terms of this Agreement.

### ARTICLE 1: DEFINITIONS

- 1.1. "Agreement" shall mean and refer to this Pond Easement Agreement.
- 1.2. "Grantor" or "Grantors" shall mean and refer to Carl R. Koller and Lori S. Koller, individually and as a marital community, and also to their successors in interest and assigns.
- 1.3. "Grantee" shall mean and refer to The Weston Creek Irrigation Company, an Idaho corporation, its successors in interest and assigns.
- 1.4. "Pond Parcel" shall mean and refer to a piece of real property situated in the County of Franklin, State of Idaho, and approximately 3.9 acres in size which is more specifically described in Exhibit A, which is attached hereto and incorporated herein.
- 1.5. "Pond" shall mean and refer to a private pond located on the Pond Parcel.

### ARTICLE 2: EASEMENT TERMS

- 2.1. Grant of Easement: Grantors hereby grant and convey to Grantee a perpetual easement for the construction, installation, maintenance, and operation of the Pond within the Pond Parcel, subject to the terms and conditions of this Agreement, together with a perpetual easement for normal and reasonable ingress and egress, including personnel and equipment, over the Pond Parcel and adjacent land owned by the Grantors, as identified by the Grantors, in order to access, construct, install, maintain, and operate the Pond. The easements, rights, responsibilities, and all other terms of this Agreement shall be appurtenant to and run with the land.
- 2.2. Pond Construction Requirements: Grantee shall be solely and entirely responsible for all costs of construction, installation, maintenance, and operation of the Pond and shall hold the Grantors harmless therefrom. All construction, installation, maintenance, and operation of the Pond by the Grantee shall comply with applicable laws, regulations,

ordinances, and other permitting requirements and shall be conducted in a reasonable, safe, and workmanlike manner.

2.3. Pond Operating and Use Requirements: The parties acknowledge that the Pond Parcel and the surrounding property of the Grantors is and shall remain the private property of the Grantors and their successors in interest. The parties acknowledge that the Grantee shall retain its ownership interest in the water which Grantee shall cause to flow into the Pond and that the water shall remain subject to the rights of ownership and usage, consistent with Grantee's Articles, Bylaws, other governing documents, and regulations pertaining the such water. Nevertheless, the parties agree that the following requirements shall be observed with regard to the use and operation of the Pond:

- 2.3.1. Grantors shall be permitted, at their own expense, to stock the Pond with fish, maintain a population of live fish in the Pond, and to utilize the Pond as a private fishing pond;
- 2.3.2. Grantee shall at all times maintain a continuous flow of fresh water through the Pond, in quantities and quality consistent with the healthy maintenance of the Pond and of a living population of fish in the Pond, so long the Grantee has rights to, and is in control of, water in the quantities and quality sufficient for this purpose. In this regard, Grantee shall refrain from utilizing any chemicals or other materials or structures, including but not limited to such things as moss or algae retardant, that would be harmful to or incompatible with maintaining a healthy population of fish in the Pond;
- 2.3.3. Grantee shall assure that the amount of water flowing into and out of the Pond shall be sufficient to maintain certain minimum and maximum pond levels, as agreed upon and determined by the parties to this Agreement from time to time. The initial agreed upon minimum level is five (5) feet of depth, measured from the bottom of the outlet pipe at the spillway to the surface of the water, and the maximum level shall be that which cannot overflow the dam.
- 2.3.4. The Pond shall be constructed with a concrete box, an overflow pipe, and an outlet gate of sufficient size and durability to accomplish the objectives set forth herein, including the regulation of minimum and maximum water levels with the Pond.

2.4. Remedies for Breach: In the event of a breach of any of the terms of this Agreement by Grantee, in addition to any and all other remedies at law or in equity which may be available to the Grantors, the Grantors shall have the right to:

- 2.4.1. Give written notice of such breach and allow the Grantee ten (10) days to remedy such breach; provided, however, that if the breach is such that further damages will occur during such time period, the Grantors may demand that such remedial action be taken immediately so as to cure the breach and repair any resulting damages or, in the alternative, the Grantors may elect to remedy such

circumstances directly, be reimbursed promptly by the Grantee, and be indemnified by the Grantee for the cost of any and all such remedial measures reasonably taken by the Grantors;

- 2.4.2. Be reimbursed by the Grantee for the loss of value in the fish population occurring as a result of the Grantee's actions or inactions in violation of this Agreement and be compensated for the time and labor required to restore the fish population to the condition in which it would have been absent any such breach by the Grantee;
- 2.4.3. Be compensated for any loss in value of the Grantors' property, including the loss of recreational value relating to the private fish pond, which results from the Grantee's violation of the terms of this Agreement.

### **ARTICLE 3: ADDITIONAL PROVISIONS**

- 3.1. Effect of Headings: The subject of heading of the paragraphs and subparagraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of the provisions, herein.
- 3.2. Entire Agreement, Modification, and Waiver: This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 3.3. Counterparts: This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile transfers and transmission of scanned counterparts bearing signatures shall be treated as the delivery of signed original documents.
- 3.4. Parties in Interest: Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement to or upon any persons or entities other than the parties to this Agreement and their respective successors in interest and assigns.
- 3.5. Recovery of Litigation Costs: In the event that any party to this Agreement is required to initiate any action to enforce this Agreement against a party in breach of the provisions of this Agreement, the party bringing the enforcement action shall be entitled to recover all reasonable attorneys' fees and costs incurred, as a consequence thereof, against the breaching party, whether or not any lawsuit was actually filed.

- 3.6. Notices: All notices, requests, demands, and other communication under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom the notice is to be given, or on the second day after the mailing if mailed to the party to whom notice is to be given at the party's last known address.
- 3.7. Release of Personal Liability: Nothing in this Agreement is intended, nor shall anything in this Agreement be interpreted, to impose personal liability any person, including Board Members, in place of, or in addition to, liability of the Grantee.
- 3.8. Governing Law: This Agreement shall be construed in accordance with, and governed by, the laws of the State of Idaho, and in the event of a dispute hereunder, the parties hereto consent to jurisdiction and venue in the County of Franklin, State of Idaho.
- 3.9. Authorized Signatures: The parties executing this Agreement represent and warrant that they are properly authorized to do so by the party for whom they are signing; and in the case of a corporation, that such action has been properly approved and authorized by its governing board of directors or trustees.

**AGREED AND EXECUTED** by the parties:

**Grantors:**

  
CARL R. KOLLER

STATE OF IDAHO                    )  
                                                  ) ss.  
COUNTY OF FRANKLIN        )

Signed before me on this 4 day of June 2019 by CARL R. KOLLER.

  
NOTARY PUBLIC

My commission expires: 3.13.2024



Lori S. Koller  
LORI S. KOLLER

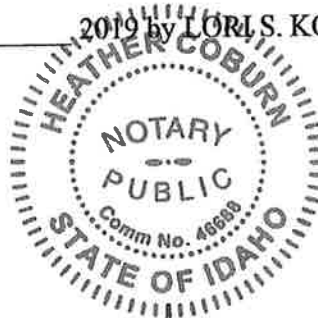
STATE OF IDAHO )  
 ) ss.  
COUNTY OF FRANKLIN )

Signed before me on this 4 day of June 2019 by LORI S. KOLLER.

HCSO  
NOTARY PUBLIC

My commission expires: 3.13.2024

Grantee:



Greg Bingham  
GREG BINGHAM on behalf of  
THE WESTON CREEK IRRIGATION CO.

STATE OF IDAHO )  
 ) ss.  
COUNTY OF FRANKLIN )

Signed before me on this 12 day of June 2019 by GREG BINGHAM.

Maxine Waddoups  
NOTARY PUBLIC

My commission expires: 4-10-2023



Wayne Bingham  
WAYNE BINGHAM, on behalf of  
THE WESTON CREEK IRRIGATION CO.

STATE OF IDAHO )  
 ) ss.  
COUNTY OF FRANKLIN )

Signed before me on this 12 day of June 2019 by WAYNE BINGHAM.

Maxine Waddoups  
NOTARY PUBLIC

My commission expires: 4-10-2023



**Pond Easement Agreement**

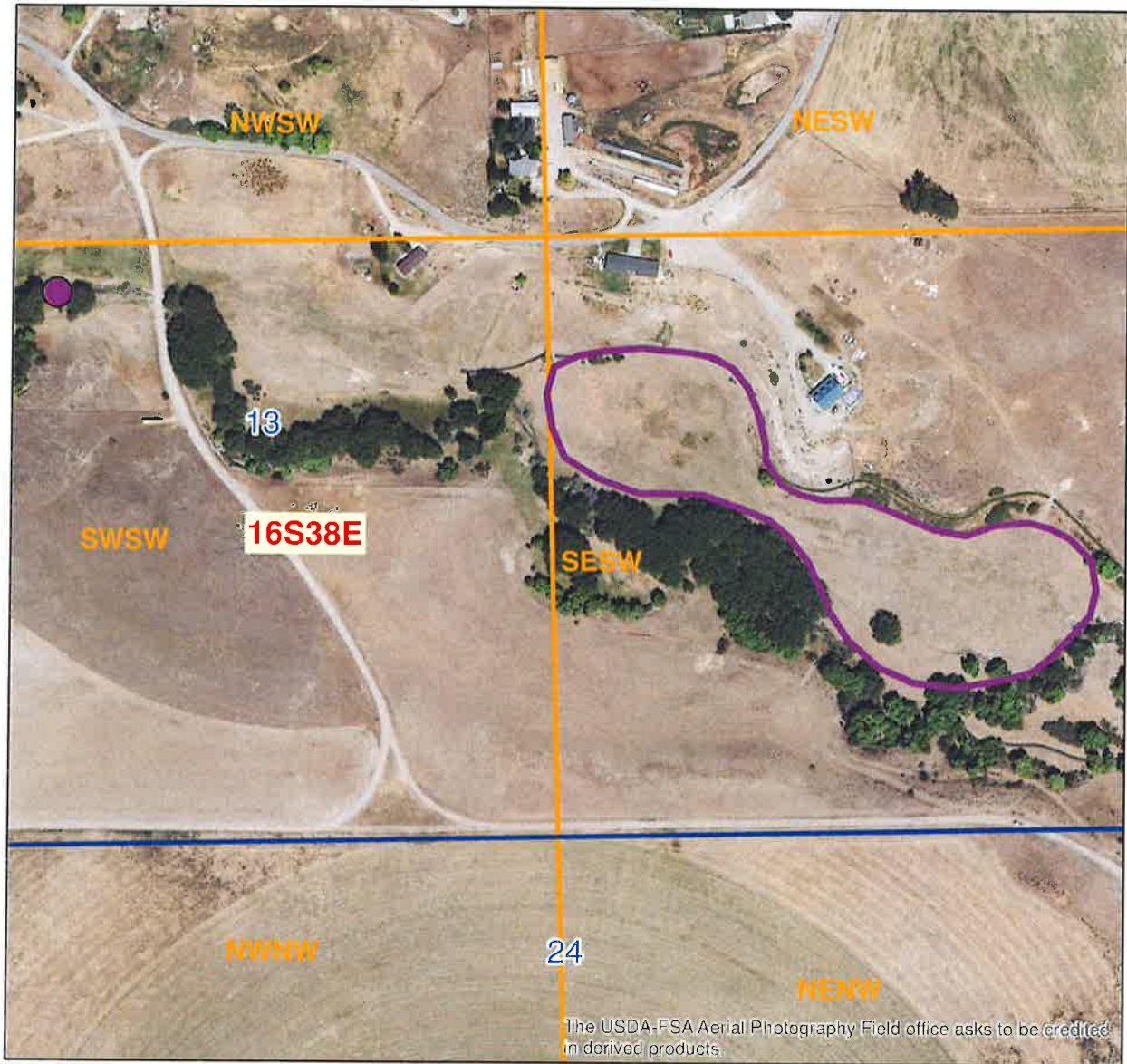
## **Exhibit A**

### **LEGAL DESCRIPTION FOR CARL KOLLER POND EASEMENT PARCEL**

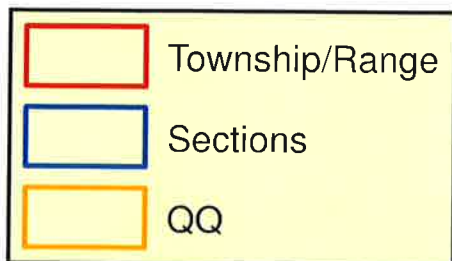
A parcel of land located in Section 13, Township 16 South, Range 38 East, Boise Meridian, Franklin County, Idaho and further described as follows:

Beginning at the South quarter corner of said Section 13, from which the Southwest corner of Section 13 bears North 89° 56' 39" West 2654.75 feet;  
Thence North 00° 03' 57" East 662.04 feet along the meridional centerline of said Section 13;  
Thence North 89° 56' 03" West 840.32 feet to a fence line, the True Point of Beginning;  
Thence North 82° 53' 50" West 429.31 feet along said fence line to the center of a creek;  
Thence North 77° 11' 02" West 72.08 feet along said creek;  
Thence North 30° 04' 04" West 46.44 feet along said creek;  
Thence North 11° 35' 05" East 53.06 feet along said creek;  
Thence North 26° 39' 03" West 83.98 feet along said creek to a fence line;  
Thence North 34° 26' 34" East 159.97 feet along said fence line to a canal;  
Thence following said canal the next 11 courses:  
Thence South 88° 25' 13" East 70.08 feet;  
Thence North 79° 01' 21" East 106.27 feet;  
Thence North 88° 43' 26" East 35.54 feet;  
Thence South 79° 33' 09" East 70.85 feet;  
Thence South 70° 44' 50" East 71.27 feet;  
Thence South 61° 12' 27" East 35.30 feet;  
Thence South 41° 37' 06" East 70.67 feet;  
Thence South 27° 01' 54" East 35.47 feet;  
Thence South 10° 20' 31" East 106.09 feet;  
Thence South 21° 18' 35" East 35.61 feet;  
Thence South 44° 18' 46" East 40.23 feet;  
Thence South 28° 19' 39" West 94.53 feet to the True Point of Beginning.  
Containing 3.9 acres of land.

# Application for Permit Weston Creek Irrigation Co.



2013 Aerial Photo



0 500 1,000 Feet



18-8042



0003432916

**STATE OF IDAHO***Office of the secretary of state, Lawrence Denney***ARTICLES OF AMENDMENT (NONPROFIT CORP)**

Idaho Secretary of State

PO Box 83720

Boise, ID 83720-0080

(208) 334-2301

Filing Fee: \$30.00 - Make Checks Payable to Secretary of State

*For Office Use Only***-FILED-**

File #: 0003432916

Date Filed: 2/20/2019 12:51:28 AM

## Articles of Amendment (Nonprofit Corporation)

The current name of the nonprofit corporation is: **WESTON CREEK IRRIGATION COMPANY (THE)**The file number of this entity on the records of the Idaho Secretary of State is: **0000088397**

## Article 1: The name of the corporation shall be:

Change Corporation Name? **I do not want to change the name of the corporation**

## Article 2: The purpose for which the corporation is organized is:

Select the purpose of this non-profit

Select the purpose of this non-profit

## Article 3: Voting Members:

The corporation does not have voting members.

## Article 4: Upon dissolution the assets shall be distributed:

the residual assets of the Corporation (after all creditors of the Corporation have been paid), shall be distributed to the members prorated in accordance with their respective membership interests.

## Article 5: The mailing address of the corporation shall be:

**MIKE PHILLIPS  
PO BOX 1  
WESTON, ID 83286-0001**

## Article 6: Director Name(s) and Address(es)

| Name               | Title          | Director Address                         |
|--------------------|----------------|------------------------------------------|
| WAYNE BINGHAM      | Vice President | 2213 S 2400 W<br>WESTON, ID 83286        |
| GREG BINGHAM       | President      | 3753 S 3200 W<br>WESTON, ID 83286        |
| MAXINE WADDOUPS    | Director       | 145 N CENTER<br>WESTON, ID 83286         |
| EARL CREECH        | Director       | 14303 N 4800 W<br>CORNISH, UT 84308      |
| KEVIN OLSON        | Director       | 7806 WEST 300 SOUTH<br>WESTON, ID 83286  |
| MICHAEL S PHILLIPS | Secretary      | 3292 WEST 800 SOUTH<br>WESTON, ID 83286  |
| MARK DAYTON        | Director       | 6436 WEST HIGHWAY 36<br>WESTON, ID 83286 |

## Article 7: The date of adoption of the amendment(s) was:

Date of Adoption: **02/20/2019**

## Article 8: Manner of Adoption:

Select one:

The articles of amendment must be signed by the presiding officer of the board of directors or by an officer of the corporation.

**MIKE PHILLIPS**

Sign Here

Signer's Title **SECRETARY****02/20/2019**

Date

B0179-9110 02/20/2019 12:51 AM Received by ID Secretary of State Lawrence Denney



State of Idaho

## DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls ID 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177

Website: [idwr.idaho.gov](http://idwr.idaho.gov) • Email: [easterninfo@idwr.idaho.gov](mailto:easterninfo@idwr.idaho.gov)

**BRAD LITTLE**  
Governor

**GARY SPACKMAN**  
Director

September 26, 2019

WESTON CREEK IRRIGATION CO  
PO BOX 1  
WESTON, ID 83286-0001

Application For Permit No. 13-8042

Dear Applicant(s):

The Department of Water Resources has received your water right application. Please refer to the number referenced above in all future correspondence regarding this application.

A legal notice of the application has been prepared and is scheduled for publication in the PRESTON CITIZEN on 10/2/2019 and 10/9/2019. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the permit.

Please contact this office if you have any questions regarding the application.

Sincerely,

Christina Henman  
Administrative Assistant

CC:

CARL KOLLER  
2ND S 562 E  
WESTON, ID 83286

GREG BINGHAM  
3753 S 3200 W  
WESTON, ID 83286-5165

ARTHUR POVEY  
PO BOX 67  
WESTON, ID 83286-0067

## Henman, Christina

---

**From:** Henman, Christina  
**Sent:** Thursday, September 26, 2019 3:00 PM  
**To:** PRESTON CITIZEN (bjohnson@hjnews.com)  
**Subject:** Legal Ads for Preston Citizen  
**Attachments:** 13-8042 Preston Citizen (Notice & Cover Letter).doc

Hello,

Please see attached document regarding legal ads to run in your paper.

Thank You,

Christina Henman  
Administrative Assistant  
Idaho Dept. of Water Resources, Eastern Region  
900 N Skyline Ste. A  
Idaho Falls, ID 83402  
Phone: (208) 497-3793

September 26, 2019

**MAY CONTAIN MORE THAN ONE PAGE!**

**LEGAL NOTICE DEPARTMENT**  
PRESTON CITIZEN  
PO BOX 472

PRESTON, ID 83263

RE: Application For Permit No.(s): 13-8042

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 10/21/2019. Your cooperation is appreciated.

Sincerely,

Christina Henman  
Administrative Assistant

**PLEASE PUT IN NORMAL COLUMN AND NO BORDERS. THANK YOU.**

.....

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

**13-8042**

WESTON CREEK IRRIGATION CO

PO BOX 1

WESTON, ID 83286-0001

Point of Diversion SWSW S13 T16S R38E

FRANKLIN County

Source WESTON CREEK Tributary BEAR RIVER

Use: DIVERSION TO STORAGE

01/01 to 12/31 4 CFS

Use: IRRIGATION FROM STORAGE

01/01 to 12/31 120 AF

Use: IRRIGATION STORAGE

01/01 to 12/31 120 AF

Total Diversion: 4 CFS, 120 AF

Date Filed: 9/3/2019

Place Of Use: IRRIGATION STORAGE

T16S R38E S13 SESW

Place Of Use: IRRIGATION FROM STORAGE

Within service boundary of Weston Creek Irrigation Co.

Permits will be subject to all prior water rights. For additional information concerning the property location, contact Eastern Region office at (208) 525-7161. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 10/21/2019. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director Published on 10/2/2019 and 10/9/2019



**State of Idaho**

**DEPARTMENT OF WATER RESOURCES**

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls ID 83402-1718

Phone: (208) 525-7161 • Fax: (208) 525-7177

Website: [idwr.idaho.gov](http://idwr.idaho.gov) • Email: [easterninfo@idwr.idaho.gov](mailto:easterninfo@idwr.idaho.gov)

**BRAD LITTLE**  
Governor

**GARY SPACKMAN**  
Director

September 26, 2019

Josh Hanks  
Water District 11  
2647 N 200 E  
No. Logan UT 84341

RE: Application for Permit 13-8042

Dear Watermaster:

A copy of the above referenced application is enclosed. Please review the application, then complete the enclosed recommendation form and return it to this office within 21 days of the date of this letter.

IDWR's regional offices can finish reviewing an unprotested application as soon as the protest period has past. Your prompt response to this request will ensure that your recommendation can be considered during regional review. If IDWR has not received your written recommendation within 21 days from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

Please contact this office if you have any questions regarding the application.

Sincerely,

Christina Henman  
Administrative Assistant

Enclosure(s)

State of Idaho  
Department of Water Resources

**RECOMMENDATION OF WATERMASTER**

Application No.: 13-8042

Applicant's Name: Weston Creek Irrigation Company

Watermaster's Recommendation:

- a) ☐ I do not oppose approval of this application.  
b) ☐ I do not oppose approval of this application if it is conditioned as follows:

c) ☐ I oppose approval of this application for the following reasons:

d) ☐ Additional Comment:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Water District No: 11

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Watermaster's Signature