

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No: 63-34148
Exam Date: 2/13/2018

1. Current Owner:

WOODLAND PROPERTIES, LP 444 W KARCHER RD, NAMPA, ID 83687

2. Accompanied by: MIKE SKOGSBERG

Phone No: (208) 989-3990

Address: 23460 STAFFORD RD CALDWELL ID 83607

Relationship to Permit Holder: LESSEE

3. **SOURCE:**

UNNAMED DRAIN

TRIBUTARY:

BOISE RIVER

B. OVERLAP REVIEW

1. Other water rights with the same place of use: NONE with same season of use
2. Other water rights with the same point-of-diversion: NONE

C. DIVERSION AND DELIVERY SYSTEM1. **LOCATION OF POINT(S) OF DIVERSION:**

UNNAMED DRAIN SW¼SE¼ Sec. 1, Twp 04N, Rge 04W, B.M. CANYON County

Method of Determination: Field exam, aerial imagery, and ArcMap tools.

2.

PLACE OF USE: WILDLIFE

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	04W	1									X			X			X		
04N	04W	1									X L 2			X L 1					

Method of Determination: Field exam, aerial imagery, and ArcMap tools.

3.

☒ Delivery System Diagram Attached (required). Indicate all major components and distances between components.
☒ Indicate weir size/pipe as applicable.

☒ Map Attached Showing Location(s) of point(s) of diversion and place(s) of use (required). Scale must be 1:24,000 or greater.

☒ Aerial Photo Attached (required for irrigation of 10+ acres).

☒ Photo of Diversion and System Attached

4.

Point of Diversion ID	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
923882	N/A	N/A	N/A	N/A	N/A

D. FLOW MEASUREMENTS

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Calib. Date
Velocimeter	Acoustic Doppler	SonTec Flow Tracker	N/A	N/A	N/A

2. Measurements: An orange peel test was used to find the average water velocity where water discharges into the ditch

from a 18" pipe. The discharge was calculated to total 1.37 cfs. **1.0 cfs** will be recommended to license.

E. FLOW CALCULATIONS

X Additional Computation Sheets Attached

Measured Method: See attached calculations.

F. VOLUME CALCULATIONS

1. Volume Calculations for Wildlife:

$$V_{W.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Actual No. of Days Diverting}) \times 1.9835 = 1.0 \text{ cfs} \times 103 \text{ days} \times 1.9835 = 204 \text{ AF}$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Wildlife season}) \times 1.9835 = 1.0 \text{ cfs} \times 103 \text{ days} \times 1.9835 = 204 \text{ AF}$$

$V = \text{Smaller of } V_{I,R} \text{ and } V_{D,R} = 204 \text{ AF}$

G. NARRATIVE/REMARKS/COMMENTS

System Description:

Water is diverted either south along Wilson Lane or northwest along the railroad tracks. An 18" slide gate is used to regulate flow in both directions. The ditch to the south conveys water to flood the fields or supply the 10" gated pipe that feeds the acres on the far west of the property. Return water enters back into the unnamed ditch in the northwest corner of the property via ponds and culverts as shown on the attached system map.

Mr., Skogsberg said they do divert water the entire season of use period because snow geese season runs through March 1st.

Ownership:

The property has since been sold to Woodland Property, LLC. Mr. Skogsberg (Diamond S Farms) leases the ground from Woodland Properties, LP. The lease agreement is enclosed. The Department received an assignment of permit for Woodland Properties, LP on 10/9/2018.

Conditions:

Conditions R05, 176, 204, and the wildlife explanation were forwarded to licensing. Condition 01R and 01P were assigned to the language about measuring device and lockable controlling works. Condition 121 was updated to 103 and forwarded to licensing. Because there is only one POD, the POD explanatory condition was removed and not forwarded to licensing.

Have conditions of permit approval been met? X Yes No

H. RECOMMENDATIONS

1. Recommended Amounts

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>DIVERSION RATE</u>	<u>ANNUAL VOLUME</u>
WILDLIFE	11/16 to 02/28	1.0 CFS	204 AF
	<u>Totals:</u>	1.0 CFS	204 AF

2. 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 X None

I. AUTHENTICATION

Field Examiner's Name W. L. [Signature] Date 12/11/2018

Reviewer [Signature] Date 12/11/18

State of Idaho
Department of Water Resources
System Diagram
Water Permit No. 63-34148



Legend

- Point of Diversion
- Location of Measurement
- ▭ Wildlife Place of Use
- Wildlife Flow Through

0 0.075 0.15 0.3 Miles



State of Idaho
Department of Water Resources

Point of Diversion and Place of Use

Water Permit No. 63-34148



USDA FSA, ISU GIS TRC

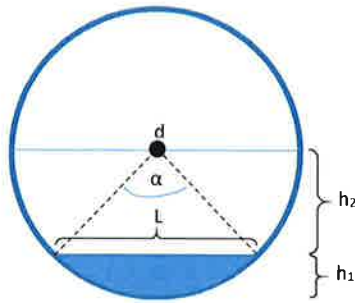
0 0.05 0.1 0.2 Miles

Legend

- Point of Diversion
- ▭ Wildlife Place of Use



Area (A) –



$$d = 1.5 \text{ ft.}$$

$$r = 0.75 \text{ ft.}$$

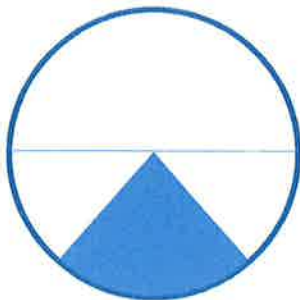
$$h_1 = 0.4 \text{ ft. (measured)}$$

$$h_2 = r - h_1 = 0.35 \text{ ft.}$$

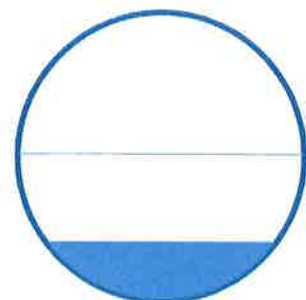
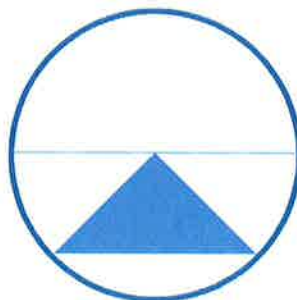
$$L = 1.3 \text{ ft. (measured)}$$

$$\tan(0.5\alpha) = \frac{\frac{1}{2}L}{h_2}, \quad \alpha = 123.4^\circ$$

Sector



Triangle



$$\frac{\alpha}{360} \pi r^2$$

-

$$\frac{1}{2} L h_2$$

=

Area

$$0.61 \text{ ft}^2$$

-

$$0.23 \text{ ft}^2$$

=

$$\mathbf{0.38 \text{ ft}^2}$$

Velocity (V) –

Distance Traveled = 20 ft. (measured culvert)

Travel Times

$$T_1 = 5.47 \text{ sec.}$$

$$T_2 = 5.59 \text{ sec}$$

$$T_3 = 5.63 \text{ sec}$$

Average Time = 5.56 sec

$$20 \text{ ft.} / 5.56 \text{ sec.} = \mathbf{3.6 \text{ ft/sec}}$$

Discharge (D) –

$$D = AV \rightarrow 0.38 \text{ ft}^2 \times 3.6 \text{ ft/sec} = \mathbf{1.37 \text{ cfs}}$$

FARM LEASE

RW MF
21st day of July 2017

THIS agreement, made and entered into this ~~12th~~ day of ~~June~~, 2017 by and between Woodland Property, LP, the party of the first part, hereinafter, referred to as "Landlord" and Diamond S Ranch Corp, Mike Skogsberg, president, the party of the second part, hereinafter referred to as "Tenants":

PREMISES. That the Landlord, for and in consideration of the rents, covenants and agreements herein contained, have leased unto the Tenants certain real property situate in Canyon County, State of Idaho, more particularly described as follows:

Legal property description

RW MF
July 21, 2017

TERM. The term of this agreement shall commence ~~June 12, 2017~~. This agreement shall be an automatically renewing lease on January 1 of each year starting in 2018. Landlord will provide a minimum of 90 days notice of termination before the January 1 automatic renewal date. Possession would then be turned back to Landlords at the end of the lease

RENT. For the term hereinabove specified, the Tenants agree to pay to the Landlord the sums of the property taxes and water assessment for the current lease year. Landlord is to bill Tenant on or before 30 days prior to due dates.

1. Water assessment to be paid on or before 20 days before the due dates of April 24 and November 15 of current year.

2. Property taxes are to be paid on or before 20 days before the due dates of June 20 and December 20 of the current year.

COVENANTS OF TENANTS. During the term of this agreement, the Tenants covenant and agree as follows:

1. That they will occupy, till and in all respects cultivate and graze the premises hereinabove described in a good and farmerlike manner and in accordance with the usual course of farming and ranching practiced in the Canyon County area, which shall include maintaining the property in a reasonable manner during the lease.

2. That they will not commit waste or damage to the premises hereinabove described or suffer the same to be done by others.

3. That they will furnish all necessary implements and equipment of whatsoever kind or nature as may be necessary for the proper cultivation and grazing of the premises hereinabove described and Tenants shall furnish, at their sole expense, all seeds, fertilizer, and repairs to improvements used on said premises.

4. That they will not suffer or permit any labor liens of whatsoever kind or nature to be placed against the premises hereinabove described, or any portion thereof, without the express written consent of the Landlord.

5. That they will properly care for all crops grown and pastures on the premises hereinabove described in a good and farmerlike manner and they will harvest all crops in due course and proper manner and season.

6. That upon the termination of this agreement, as soon as all crops have been harvested they will quit and surrender the premises hereinabove described to the Landlord peaceably and in as good state and condition as reasonable use and wear there of will permit.

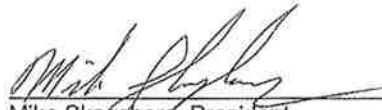
COVENANTS OF LANDLORD. That during the term of this agreement, the Landlord covenant and agree as follows:

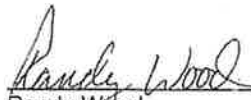
1. That the premises herein above described shall be held by the Tenants for their sole and proper use and benefit of farming, grazing and hunting rights.
2. That the Landlord shall pay all irrigation water assessments and all real property taxes and assessments whatsoever levied or assessed against the premises hereinabove described.
3. That the Landlord reserves the right to enter upon the premises hereinabove described upon giving reasonable notice to the tenants for the purpose of inspection and hunting the same.

MUTUAL AGREEMENTS OF LANDLORD AND TENANTS. That during the term of this agreement, the Landlord and the Tenants mutually covenant and agree as follows:

1. That the Landlord, their heirs, administrators, executors, assigns or agents may enter in and upon said premises with reasonable notice for the purpose of inspecting said premises or for any other purpose consistent with the provisions of this agreement.
2. That time is of the essence of this agreement.
3. That in the event either party to this agreement is required to retain the services of an attorney to enforce the terms and conditions herein contained, the prevailing party shall be entitled to an award of reasonable attorney fees and costs.
4. That in the event either party contends the other party is in default in the terms and conditions of this agreement, the party alleging such default shall provide

written notice of such default to the defaulting party setting forth specifically the nature of such default, and the defaulting party shall have fifteen (15) days from the date of the receipt of such written notice within which to correct such default. That this provision for written notice shall be given prior to any legal action being instituted by either party to this agreement. That all written notices shall be given to the parties at their respective addresses, which appear beneath their signatures to this agreement.


Mike Skogsberg, President _____ Date
Diamond S Ranch Corp
23460 Stafford Rd.
Caldwell, ID 83607


Randy Wood _____ July 21, 2017
Date
Woodland Property LP
444 W Karcher Rd
Nampa, ID 83687



Diversion point from the unnamed ditch. Water can head south in a ditch or go north along the property edge. Either way, water can be used to flood the acreage and will flow back into a ditch to the Boise River



18" slide gate that controls flow to the ditch that runs north along the property edge. Water is dammed here to force water to the south and flood the acres below.



Discharge into the ditch that runs west along the north edge of the property.



Westerly flowing ditch along the north edge of the property. A flow measurement was attempted in this section, but water was too shallow and turbulent. A velocity was taken at the discharge pipe.



Ditch entrance for the water to run through the middle of the field and flood everything or run to a 10" gated pipe on the west end of the property.



There are multiple areas like this allow water to flood the property.



10" gated pipe that floods the western half of the property.



10" gated pipe that delivers water to various areas of the property.



10" gated pipe that delivers water to various areas of the property.



Discharge point back into the unnamed ditch that later dumps into the Boise River.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

January 30, 2018

COPY

DIAMOND S FARMS LLC
C/O MIKE SKOGSBERG
23460 STAFFORD RD
CALDWELL, ID 83607

RE: Scheduling Field Exam for Water Right Permit No. 63-34148

Dear Permit Holder:

We are planning to conduct water right examinations in the vicinity of the above-referenced permit **this season**. An examination is needed to verify the water use in order to issue a water right license.

The above-referenced permit authorizes **1.00 cfs** of **UNNAMED DRAIN**, tributary of the **BOISE RIVER** for **WILDLIFE** use. **If you have developed a beneficial use and still own the place of use property, please contact me at your earliest convenience to schedule an examination.**

If you did not develop a beneficial use of water under the permit during the beneficial use period, a license cannot be issued and the permit should be relinquished. If that use was developed, but have ceased using the water and you currently carry no interest in it, please relinquish the permit by submitting the enclosed Relinquishment of Permit form (no fee required).

Please contact me within the next thirty (30) days at (208) 334-2190 to either schedule an examination or submit a relinquishment form. If the Department does not received a response by February 28, 2018, your permit will become void. Thank you for your attention to this matter.

Sincerely,

Aaron Skinner
Water Resource Agent
Idaho Department of Water Resources
Phone: (208) 334-2190
Email: aaron.skinner@idwr.idaho.gov

Enclosures: Relinquishment of Permit form
Water Permit Report and Map