

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A Beneficial Use Field Report is prepared by a water right examiner as the result of an examination to clearly confirm and establish the extent of the beneficial use of water established in connection with a permit during the development period authorized by the permit and any extensions of time previously approved.

A. GENERAL INFORMATIONPermit No. 75-146061. Owner DOROTHY B. GILK AND/OR JOHN A. GILKPhone No. 208-756-1542Current address 711 LOMBARD ST. SALMON, ID 834672. Examiner's name CASS JONESEXAM DATE 4/21/20173. Accompanied by GREGORY J. GILKEmail gilkgreg@hotmail.comAddress 341 N. 500 W. BLACKFOOT, ID. 83221Relationship to permit holder SONPhone No. 208-681-69124. Source FREEMAN CREEKtributary to CARMEN CREEK**B. OVERLAP REVIEW**1. Other water rights with the same place of use NONE2. Other water rights with the same source and point of diversion NONE**C. DIVERSION AND DELIVERY SYSTEM**

1. Point(s) of Diversion:

Ident. No.	Gov't Lot	¼	¼	¼	Sec	Twp	Rge	County	Method of Determination/Remarks
		NE	NE	SE	36	23N	22E	LEMHI	GPS

2. Place(s) of Use:

Method of determination GPS

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
23N	22E	36													0.7				0.7

3. **Delivery System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe diameter (inside), as applicable. Use the space provided or ☐ see attached.

Scale: 1" = _____

- ☒ Copy of USGS 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)
☒ Photo of diversion and system attached

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	CRAFTSMAN	1.5	390.262553		2" PVC

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

D. FLOW MEASUREMENTS

1.

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

2. **Measurements:** _____

With the pipe being as small as it was the measurement was performed by doing an open discharge out of one of the hose bibs into a five gallon bucket. The system was allowed to fully pressurize before measurements were taken, and the valve was completely open during each interval.

E. NARRATIVE/REMARKS/COMMENTS

The motor for the pump is mounted on a piece of wood that is removable and is allowed to be moved indoors during the winter months. The pump is on the north side of the house, a couple feet off of Freeman creek. A 2" PVC pipe sits in the water protected by a 55 gallon plastic barrel. The barrel has a hole on the top for the PVC to go into and is also large enough to allow for cleaning if any debris gets caught inside the barrel. A 10" x 5" opening is cut out of the bottom of the barrel on the upstream side to allow water to enter the system. A fish screen with 3/16" spacings has been attached to the face of the 10" x 5" opening. The 2" PVC pipe runs from the 55 gallon barrel in the stream to the pump where it is then split into two directions. One 2" PVC pipe runs east to irrigate the lawn on the east side of the house, and the other 2" PVC pipe runs to the west to irrigate the lawn on the west side of the house. The piping on the west side of the house runs ~120' in length along the outside edge of the lawn. 5 ball valves are placed at various intervals to allow for a hose to be attached and a single pulsating rainbird. The piping on the east side of the house runs ~ 100' along Freeman creek, to where it terminates to a single ball valve. This is used to hook up a hose and a single rainbird.

For the measurement the system was turned on and given time to fully pressurize before proceeding. All six ball valves were closed while the system was allowed to pressurize. Once the system seemed to stabilize at ~40psi, I open discharged one of the ball valves into a 5 gallon bucket. The valve was opened completely and I timed how long it took to fill the five gallon bucket. I repeated this five times, making sure I did not receive any outliers and that all times were in close proximity of each other. I took the average of the five intervals and extrapolated it out to gallons per minute. I then converted to CFS and came up with a system capacity of 0.02 cfs.

It is a very simple system that is only used once every couple of weeks for about 6 hours, during the irrigation season.

Has the permit holder met all conditions of permit approval, including any mitigation requirements and/or measuring device installation requirements? ☒ Yes ☐ No If no, what must be done to meet the permit requirements?

F. FLOW CALCULATIONS☐ Additional computation sheets attached

Measured Method:

Fill 1 = 23.0 seconds Fill 5 = 22.3 seconds 5 gal / 0.37293 = 13.41 gpm
 Fill 2 = 22.28 seconds Total = 111.8 seconds 13.41 gpm / 448.83 gpm = 0.0298 = 0.03 cfs
 Fill 3 = 22.3 seconds Average = 22.376 seconds (0.7 acres) X (0.03 cfs/acre) = 0.02cfs
 Fill 4 = 22.0 seconds 22.376 / 60 seconds = 0.37293

G. VOLUME CALCULATIONS**1. Volume Calculations for Irrigation:**

$$V_{IR} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 0.7 \times 3.5 = 2.5 \text{ af}$$

$$V_{DR} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 8.5 \text{ cfs}$$

$$V = \text{Smaller of } V_{IR} \text{ and } V_{DR} = 2.5 \text{ af}$$

2. Volume Calculations for Other Uses:

$$3.5 \text{ af} \times 0.7 \text{ acres} = 2.5 \text{ af}$$

H. RECOMMENDATIONS**1. Recommended Amounts**

Beneficial Use	Period of Use		Rate of Diversion	Annual Volume
	From	To	Q (cfs)	V (afa)
IRRIGATION	04/01	10/31	0.02 cfs	2.5 af
Totals:			0.02 cfs	2.5 af

2. Recommended Amendments

- ☐ Change P.D. as reflected on page 1 ☐ Add P.D. as reflected on page 1 ☒ None
☐ Change P.U. as reflected on page 1 ☐ Add P.U. as reflected on page 1 ☐ Other

I. AUTHENTICATIONField Examiner's Signature Cassie Gamm Date 4/21/2017Reviewer James Cefalo Date 7/17/17

SEAL



NESE

36

23N22E

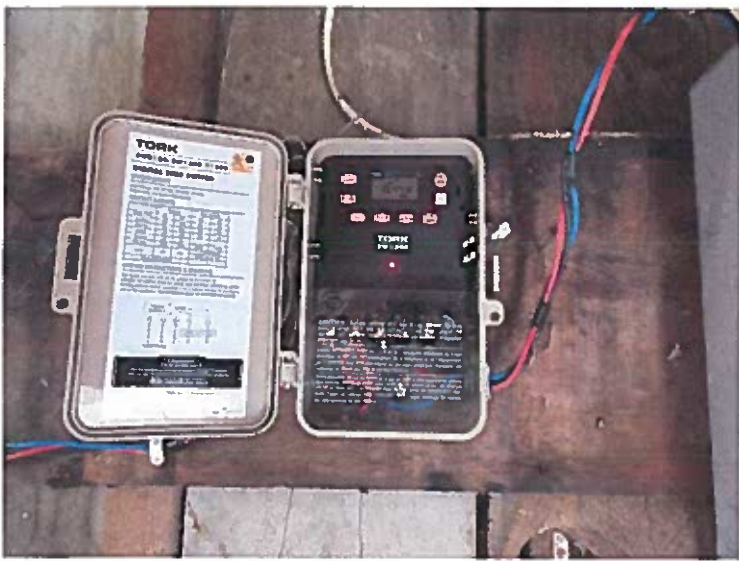
Legend

-  Active Water Right POD
-  Water Right Point of Diversion
-  Water Right Place of Use
-  2" PVC Pipe
-  Ball valve hose hook up
-  Township/Range
-  Sections
- QQ

0 0.005 0.01 0.02
Miles

Map Created By: Cass Jones
May 1, 2017
2015 Imagery

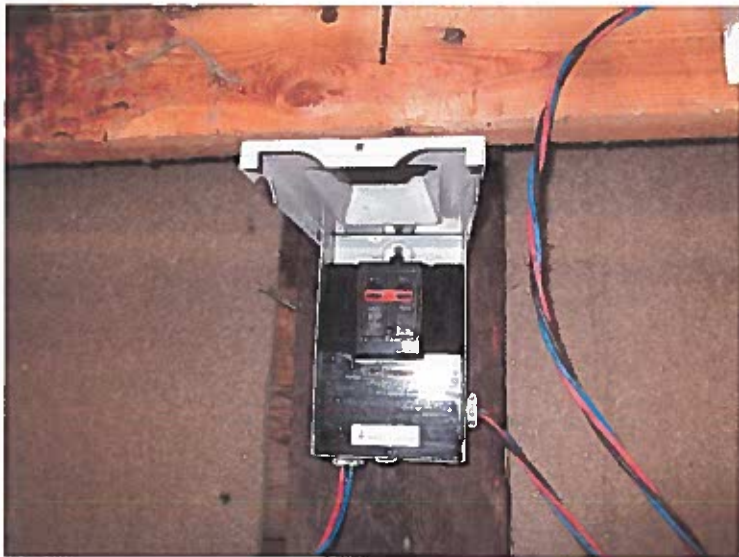
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Electrical box for pump



Electrical box closed with tab that can be locked by Watermaster if need be.



Main breaker switch for electrical hook up to pump.



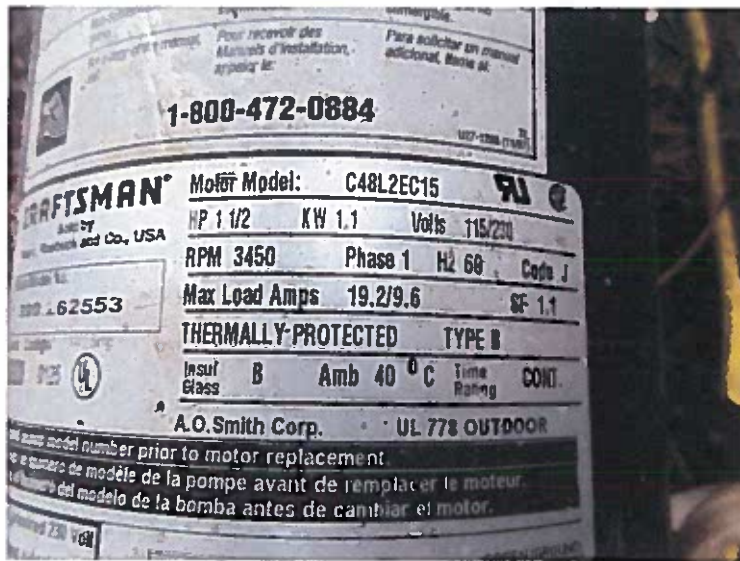
Electrical box inside it linked to this outlet that pump can then be hooked up to for power



Pump hooked up to power supply and to pipe pulling Water from Freeman Creek



Close up of pump hooked up to the two pipes pumping the water to the east and west.



Specs on pump.



Dwyer flowmeter installed on pump. x100 multiplier



2" PVC pipe running to stream with 55 gallon plastic barrel protecting the piping and keeping debris out.



Picture of 3/16" mesh fish screen.



T off main 2" PVC lin that runs to the east. This is used to hook up a hose and a rain bird.



Ball valve for hose hook up. X5 on west side of the house.



POU on west side of home.



POU on west side of home.



POU on east side of home



POU on east side of home.

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of 11/01/2010, by and between DeLoy and Maria Wolfley (Landlord"), and John and Dorothy Gilk ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant (the "Premises") "A parcel of land located in the NE ¼ SE ¼, Section 36, T. 23 N., R. 22 E., Boise Meridian, Lemhi County, Idaho, more particularly described as follows:
Commencing at the South ¼ Corner of said Section 36, from which the North ¼ Corner of Section 36 bears N. 00° 09' 50" E., run thence N. 46° 56' 57" E. a distance of 2878.03 feet:
Thence S. 83° 24' 29" E. a distance of 80.14 feet to the POINT OF BEARING:
Thence N. 46° 26' 17" E. a distance of 157.92 feet to the centerline of Freeman Creek:
Thence S. 45° 03' 10" E. along said centerline, a distance of 141.05 feet:
Thence S. 28° 18' 50" W. a distance of 96.34 feet:
Thence N. 74° 41' 52" W. a distance of 185.35 feet:
Thence N. 20° 54' 59" E. a distance of 28.60 feet to the POINT OF BEARING.
Parcel contains 0.52 acres adjoining to the East of existing property" located at 100 Freeman Creek Rd. Carmen, Idaho, 83462.

TERM. The lease term will begin on 11/01/2010 and will terminate when ownership of the Premises is changed.

LEASE PAYMENTS. Tenant shall pay to Landlord annual payments of \$500.00 payable on the first day of November. Lease payments shall be made to Landlord at 10401 North Pecan Place, Tucson, Arizona 85737 which location may be changed from time to time by Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peacefully yield up the Premises to Landlord.

USE OF PREMISES. Tenant shall occupy and use the Premises to the extent that is reasonable and acceptable for their intended use.

PROPERTY INSURANCE. Tenant shall be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

UTILITIES AND SERVICES. Tenant shall be responsible for all utilities and services in connection with the Premises for the term of this Lease.

TAXES. Landlord shall pay all real estate taxes which may be levied against the Premises.

contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the Premises free of all liens resulting from construction done by or for the Tenant.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed to the party at the appropriate address set forth below. Such addresses may be changed from time to time by either party by providing notice as set forth below. Notices mailed in accordance with these provisions shall be deemed received on the fifth day after posting.

LANDLORD:

DeLoy and Maria Wolfley
10401 North Pecan Place
Tucson, Arizona 85737

(520) 907-0818

TENANT:

John and Dorothy Gilk
P.O. Box 262 100 Freeman Creek Road
Carmen, Idaho 83462

GOVERNING LAW. This lease shall be construed in accordance with the laws of the State of Idaho.

ENTIRE AGREEMENT/AMENDMENT. This Lease contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provision of this Lease shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon sixty (60) days written notice to Tenant that the Premises have been sold and a prorated amount of lease will be refunded.

DESTRUCTION OF CONDEMNATION OF PREMISES. If the Premises are damaged or destroyed by fire or other casualty Landlord is not responsible to repair any dwelling or improvement.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provision of law to the contrary, if Tenant fails to cure any financial obligation within 30 days (or any other obligation within 0 days) after written notice of such default is provided by Landlord to Tenant, Landlord may elect to cure such default and the cost of such action shall be added to Tenant's financial obligations under this Lease. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent." The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within 30 days after its due date, Tenant shall pay a late fee of \$50.00.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged the maximum amount allowable under applicable law for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction of remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of Landlord, which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord, shall remove) such fixtures, and shall restore the Premises to its natural state.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent, (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

DANGEROUS MATERIALS. Tenant is responsible for any article of thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a reasonable insurance company.

MECHANICS LIENS. Neither Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens of any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any

BINDING EFFECT. The provision of this Lease shall be binding upon and inure to the benefit of both parties and respective legal representatives, successors and assigns.

LANDLORD:

Deloy E. Wolfley 11-16-10 Maria Wolfley 11-16-10
Deloy E. Wolfley date Maria Wolfley date

TENANT:

John A. Gilk 11/16/10 Dorothy B. Gilk 11/16/10
John A. Gilk date Dorothy B. Gilk date