

6

5

P.D.
O

7

8

Twp. 15 S.

Twp. 16 S.

8

Q measured _____

Q recommended _____

Volume 3355 AF taken from Contour Map supplied by the Preston Whitney Trv. Co.

Acreage -

Found 10,720 acres

recommended 10,720 acres

Subdv. 388 366

Amendments

☒ None

☐ P.D.

☐ Place of use

☐ _____

AFFIDAVIT OF PUBLICATION

RECEIVED
MAR 6 1967

STATE OF IDAHO,

ss.

County of Franklin

Department of Reclamation

Wayne D. Bell
being duly sworn,

deposes and says:

That he is the *Co-published* of

THE PRESTON CITIZEN, a weekly newspaper published at Preston, in the County of Franklin and State of Idaho; that said paper has been and is in general circulation in the county aforesaid, and in the vicinity of Preston; that the advertisement, a copy of which is attached hereto, was published in said newspaper once a week for

four consecutive weeks in the regular and entire issue of said paper during the period and time of publication, and was published in the newspaper proper and not a supplement; that said paper has been established and regularly published for more than seventy-eight consecutive weeks prior to the date of first publication of said advertisement.

Such notice was published in the issue beginning with

February 2, 19 *67*, and ending with the issue of *February 23*, 19 *67*.

Fees, \$ *11.96*

Subscribed and sworn to before me this *23rd* day of *February*, 19 *67*.

Gerald W. Mortensen

Notary Public, Residing at Preston, Idaho

My Commission Expires *Dec*, 19 *68*.

NOTICE
FOR PUBLICATION
NOTICE OF PROOF
APPLICATION OF WATER
TO BENEFICIAL USE

Notice is hereby given that on the 1st day of March, 1967, at Preston, County of Franklin, State of Idaho, before C. L. Swenson, Preston, Idaho, proof will be submitted of the application to beneficial use of 3500 acre feet of the waters of Cub River in accordance with the terms and conditions of Permit No. R1009 heretofore issued by the Department of Reclamation of the State of Idaho.

The name and post office address of the person or corporation holding said permit Preston Whitney Irrigation Co., Preston, Idaho.

The use to which said water has been applied is irrigation.

The amount applied to beneficial use is 3500 acre feet.

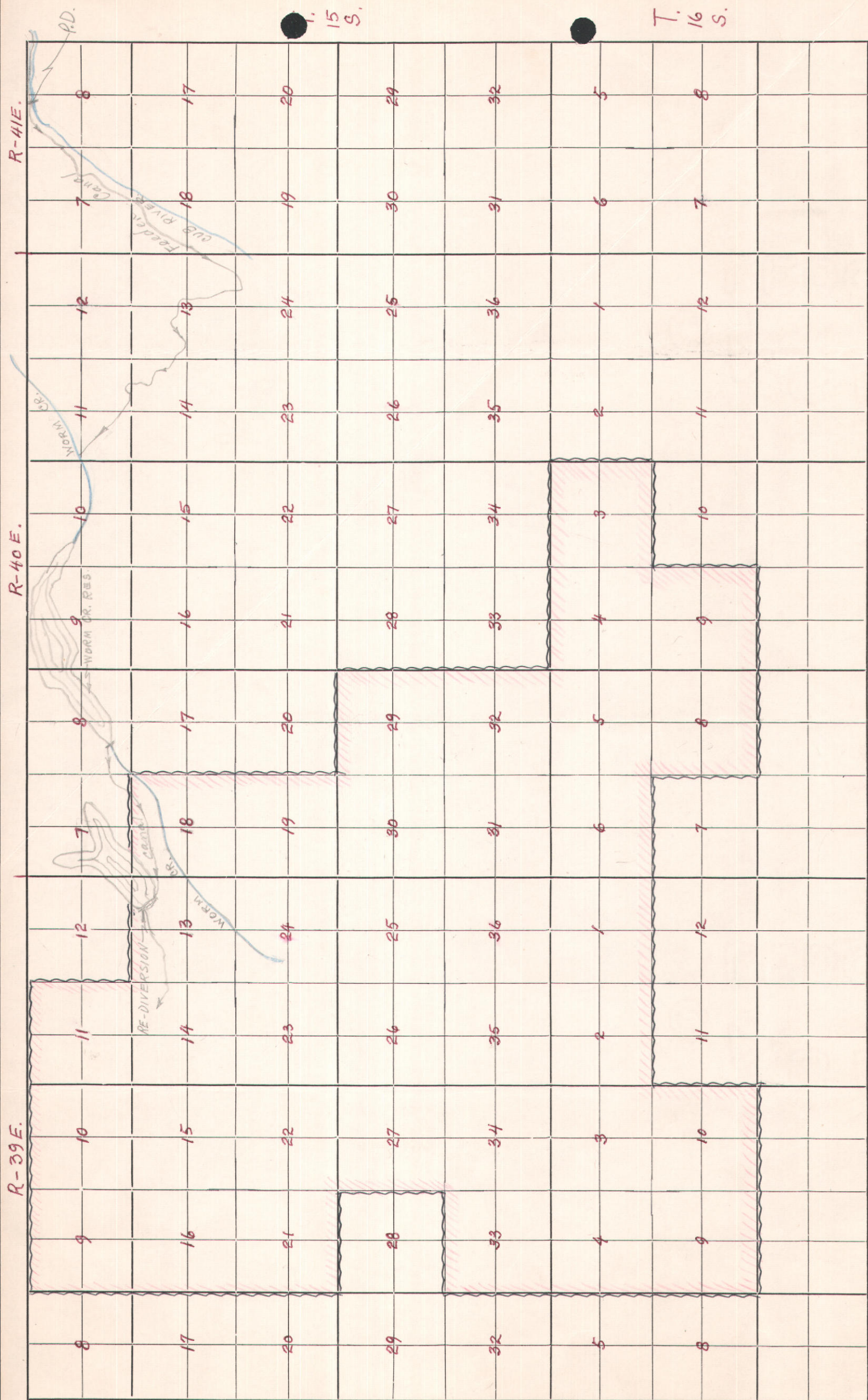
The point of diversion of said water is in the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of section 8, Township 15S, Range 41 E BM.

The place where said water is used (LEGAL DESCRIPTION) Sections 9, 10, 11, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 33, 34, 35, 36 of Twp. 15S Rg. 39E.BM. Sections 1, 2, 3, 4, 9, 10 of Twp. 16S Range 39E BM. Sections 18, 19, 20, 29, 30, 31, 32, of twp. 15S Range 40 E. BM. Sections 3, 4, 5, 6, 8, 9, Twp. 16S Range 40 E. BM.

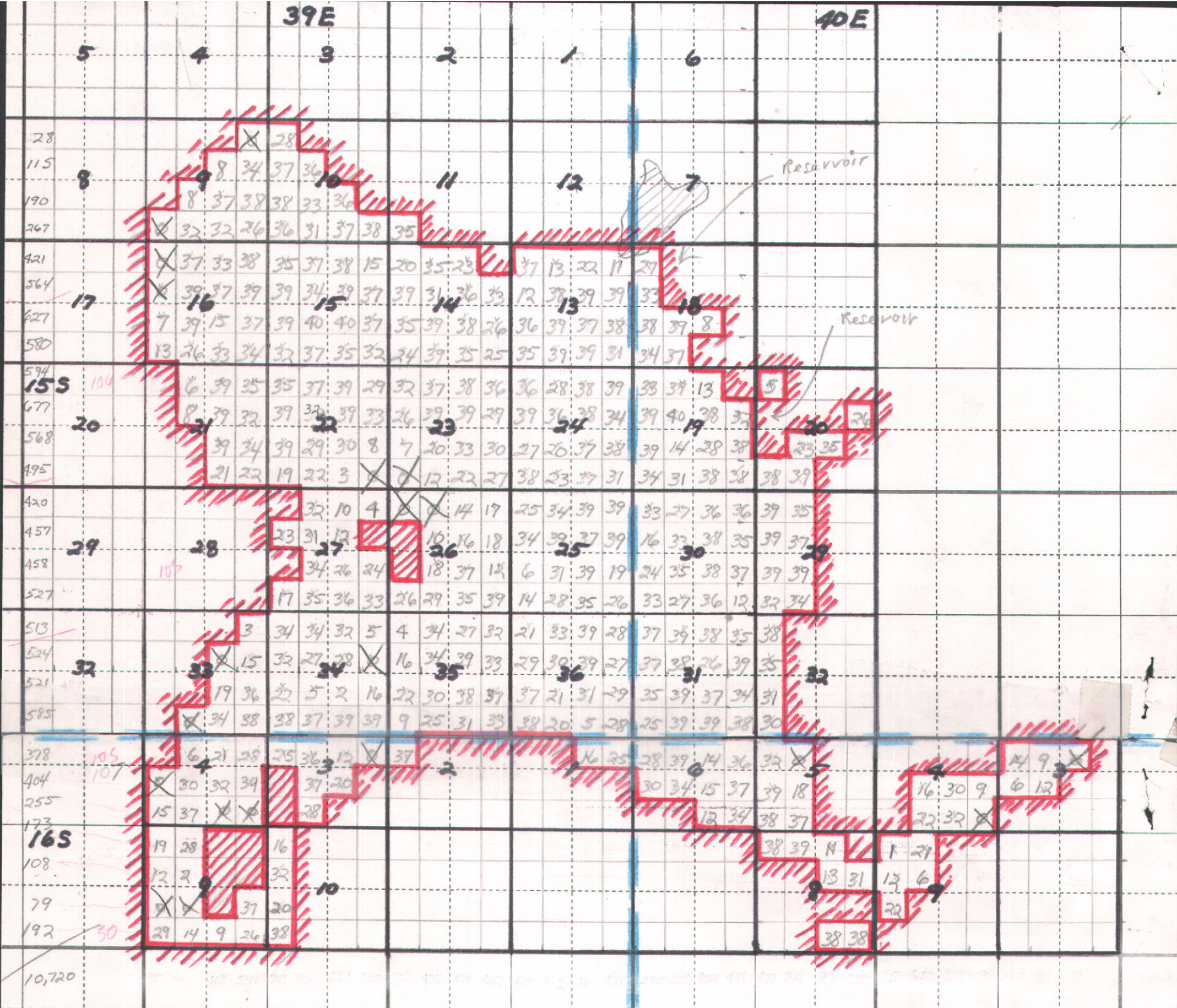
The date of priority which said user is prepared to establish is February 11, 1957.

R. KEITH HIGGINSON
State Reclamation Engineer
Legal No. 1164-Pub. February 2, 9, 16, 23, 1967.

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Scale: 2 Inches Equals 1 Mile. Draw Map In Ink.



"Preston - Whitney Irrigation Company"
"13-2298"

RECEIVED
JUL 14 1958

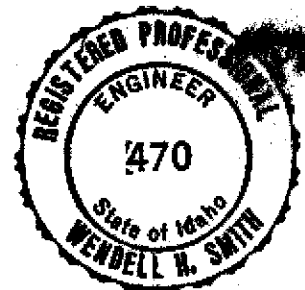
Department of Reclamation

THE PRESTON WHITNEY IRRIGATION CO.
PRESTON, IDAHO

PROPOSAL, SPECIFICATIONS AND DRAWINGS
for
PRESTON WHITNEY IRRIGATION CO.

RADIO STATION DAM
FRANKLIN COUNTY, IDAHO

July 5, 1958



Designed and Submitted for approval by:

Wendell H. Smith
Wendell H. Smith, Engineer

7-5-58
Date

Approved by:

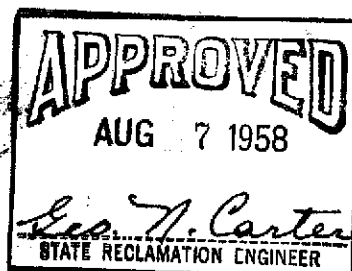
Creab Foster
President

7-10-58
Date

Approved by:

Angus Condie
Secretary

7-10-58
Date



by *E. N. Humphrey*
Deputy

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INFORMATION FOR BIDDERS

SECURING DOCUMENTS:

1. Specifications and other contract documents will be available for examination at the office of the Preston Whitney Irrigation Company. A deposit of \$10.00 is required if taken away from the Company office. The money so deposited will be refunded to the unsuccessful bidder if plans and specifications are returned within ten days after opening of bids, otherwise this amount will be retained by the Preston Whitney Irrigation Company.

PROPOSALS:

2. To receive consideration, bids shall be made in accordance with the following instructions:

(a) Bids shall be made upon the form therefor obtained at the office of the Company, properly executed with items filled out. The signature of all persons signing shall be in long hand. The complete form shall be without interlineations, alterations or erasures.

(b) No oral, telegraphic or telephonic proposals or modifications will be considered. Alternative proposals will not be considered unless called for.

(c) Each bid must be accompanied by a certified check, cashier's check or bidder's bond on some local bank in favor of Preston Whitney Irrigation Company for a sum equal to five per cent of the amount bid, which amount shall be considered forfeited as liquidated damages if the bidder to whom the contract is awarded fails to enter into a contract with Preston Whitney Irrigation Company within ten (10) days after such award, and to furnish a bond in the sum of forty percent of the contract price for the faithful performance of the contract.

(d) Before submitting a bid, bidders shall carefully read the specifications, and the forms of other contract documents, shall visit the site of the work, and shall fully inform himself as to all existing conditions and limitations and shall include in the bid a sum to cover the cost of all items included in the contract.

(e) Bids shall be delivered to the Company on or before the day and hour set for the opening of bids, in the advertisement for bids as published which bids shall be enclosed in a sealed envelope provided therefor, and bearing the title of the work and the name of the work and the name of the bidder. It is the SOLE responsibility of the bidder to see that his bid is received in proper time. Any bid received after scheduled closing time for receipt of bids shall be returned to the bidder unopened.

WITHDRAWAL OF BID:

3. Any bidder may withdraw his bid, either personally or by telegraphic or written request, at any time prior to the scheduled closing time for receipt of bids.

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INTERPRETATION OF DRAWINGS AND DOCUMENTS:

4. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, he may submit to the Company a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person responsible for any other explanations or interpretations of the proposed documents.

ADDENDA OR BULLETINS:

5. Any addenda or bulletins issued during the time of bidding, or forming a part of the documents loaned to the Bidder, or for the purpose of preparation of his bid, shall be covered in the bid, and shall be made a part of the contract.

STATEMENT OF BIDDER'S QUALIFICATIONS

6. Each bidder must furnish a statement, if required, of the bidder's financial resources, his construction experience, and his organization available for the work contemplated. The Company shall have the right to take such steps as is deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Company all such information and data for this purpose as the Company may request. The right is reserved to reject any bid where an investigation of the evidence of information submitted by such bidder does not satisfy the Company that the bidder is qualified to carry out properly the terms of the contract.

ACCEPTANCE AND REJECTION OF BIDS:

7. Preston Whitney Irrigation Company reserves the right to reject any or all bids or to accept the proposal deemed best for the Company and to waive informalities.

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PROPOSAL

The Preston Whitney Irrigation Co.
Preston, Idaho

Gentlemen:

_____, the undersigned
hereby propose and agree to furnish all necessary labor, material and equipment
and to construct according to the plans and specifications on file in the office
of Preston Whitney Irrigation Co., copies of which are hereto attached, all of
the work contemplated by the company with respect to construction of the dam
for the following unit prices.

ITEM	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1. Compacted Earth Fill in place.	<u>255,000 c.y.</u>	_____	_____
2. Trench Excavation Common.	<u>11,200 c.y.</u>	_____	_____
3. Reinforced concrete in Structures	<u>401 c.y.</u>	_____	_____
4. Furnishing and Installing Pipe in Concrete Outlet	<u>380 Lin. ft.</u>	_____	_____
5. Furnishing and Installing Control gates	<u>2 each</u>	_____	_____
6. Furnishing and Installing 3" galvanized pipe for control well drain and vent.	<u>70 ft.</u>	_____	_____
7. Rip-rap and Drainage rock	<u>6,430 c.y.</u>	_____	_____
GRAND TOTAL			_____

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_____ enclosed certified check for
a sum equal to 5% of the total bid, payable to Preston Whitney Irrigation Co.,
Preston, Idaho, which is hereby forfeited if _____

_____ should fail to enter into contract and furnish
bond, as stipulated in the accompanying specifications, within ten (10)
days after being awarded the contract.

The full name and address of all persons interested in the fore-going proposal
as principals are as follows:

NAME

ADDRESS

NAME OF BIDDER: _____

ADDRESS: _____

By: _____

Dated at Preston, Idaho, this _____ day of _____, 195_.

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GENERAL SPECIFICATIONS

COMPANY.

1. The word "company" used in these specifications or in the contract, unless otherwise qualified by the context, means Preston Whitney Irrigation Co., Preston, Idaho.

ENGINEER.

2. The word "Engineer" used in these specifications or in the contract unless otherwise qualified by the context, means the registered civil engineer of the Preston Whitney Irrigation Co.. He will be represented on the work by assistants and inspectors authorized to act for him. On all questions concerning the acceptability of material or machinery, the classification of material, the execution of the work, conflicting interests of contractors, performing related work, and the determination of costs, the decision of the Engineer shall be final.

CONTRACTOR.

3. The word "Contractor" used in these specifications or in the contract means the person, firm or corporation with whom the contract is made by Preston Whitney Irrigation Co.. The Contractor shall at all times be represented on the work in person or by a foreman, or duly designated agent. Instructions and information given by the Engineer to the Contractor's foreman, or agent, on the work, shall be considered as having been given to the Contractor. When two or more contractors are engaged on installation or construction work in the same vicinity, the Engineer shall be authorized to direct the manner in which each shall conduct his work, so far as it affects other contractors.

FORM OF PROPOSAL.

4. The proposal shall be made on the form provided for the purpose, and shall be enclosed in a sealed envelope, marked, and addressed as required in the **Notice To Bidders**. The bidder shall state in words and in figures, in the

spaces provided therefor in the proposal, the unit price or the specific sums, as the case may be, for which he proposed to supply material, tools, equipment, and perform the work required by these specifications. In case of any discrepancy between the figures and the written price the latter shall hold.

SIGNATURE.

5. The proposal must be properly signed. If the proposal is made by an individual it must be signed by his full name and his address shall be given after his signature. If the proposal is made by a firm, it shall be signed with co-partnership name by a member of the firm, and the name and address of each member shall be given. If the proposal is made by a corporation, it shall be signed by an officer with the corporate name, and the corporate seal shall be attached to the signature. Anyone signing a proposal as an agent of another or of others must file with it legal evidence of his authority to do so.

PROPOSAL

6. All blank spaces in the proposal shall be properly filled. The phraseology of the proposal should not be changed, and no additions shall be made to the items mentioned thereon. Alterations by erasures or interlineation must be explained or noted in the proposal over the signature of the bidder. If the unit price and total amount named by the bidder for any item do not agree, the unit price alone will be considered in representing the bidder's intention. A bidder may withdraw his proposal before the expiration of the time during which proposals may be submitted by submitting a written request for its withdrawal. No proposal received after time specified in the advertisement will be considered. No telegraphic proposal or telegraphic modifications of the proposal will be considered. A proposal sent by mail should be sent special delivery or registered, and sufficient allowance should be made for the additional time required in such transmission. The proposal shall be made out for completed work as per schedule, and no partial bids will be considered. Bidders are invited to be present at the opening of the proposals. The right is reserved

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to reject any or all proposals, to accept one part of a proposal and to reject the other, and to waive all technical defects, as the interests of the company may require.

CASHIER'S CHECK

7. Each bidder shall submit with his proposal a cashier's check for the sum stated in the notice to bidders, drawn to the order of the company. If a bidder to whom an award is made fails or refuses to execute the required contract and bond within the time specified in paragraph 8, the proceeds of his check shall become the property of the company. The check of the successful bidder will be returned after the execution of his contract and the approval of his bond on behalf of the company. The checks of the other bidders will be returned at the expiration of forty-five days from the date of opening proposals, or sooner if the contract is executed prior to that time.

THE CONTRACT

8. The bidder to whom an award is made shall execute a written contract with the company, and shall furnish a good and approved bond within ten days after the award of the contract. The contract shall be in the form adopted by the company, and shall be made a part of the proposal. If the bidder to whom an award is made fails to enter into a contract as herein provided the award will be annulled, and an award may be made to the bidder whose proposal is next most acceptable in the opinion of the company; and such bidder shall fulfill every stipulation embraced herein as if he were the party to whom the first award was made. The advertisement, notice to bidders, proposal, general specifications and detail specifications will be incorporated in the contract. A corporation to which an award is made will be required, before the contract is finally executed, to furnish a certificate of its corporate existence and evidence that the officer signing the contract for the corporation is duly authorized to do so.

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CONTRACTOR'S BOND

9. The contractor shall furnish a bond in an amount of 60% of the total amount of his bid, conditioned upon the faithful performance by the contractor of all covenants and stipulations in the contract. If during the continuance of the contract any of the sureties die, or, in the opinion of the company, are or become irresponsible, they may require additional sufficient sureties, which the contractor shall furnish to the satisfaction of the company within ten days after notice, and in default thereof the contract may be suspended by the company and the materials purchased or the work completed as provided in paragraph 14.

TRANSFERS

10. Transfers of a contract or of any interest therein is prohibited

SAMPLES OR SPECIMENS

11. The contractor shall submit samples or specimens of such materials to be furnished or used in the work as the engineer may require.

MATERIALS AND WORKMANSHIP

12. All materials must be of the specified quality and equal to approved samples, if samples have been submitted. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omissions from these specifications or the drawings. All materials furnished and all work done must be satisfactory to the engineer. Work not in accordance with these specifications, in the opinion of the engineer, shall be made to conform thereto. Unsatisfactory material will be rejected, and, if so ordered by the engineer, shall, at the contractor's expense, be immediately removed from the vicinity of the work.

DELAYS

13. The contractor shall receive no compensation for delays or hinderances to the work except when, in the judgement of the engineer, direct and unavoidable extra cost to the contractor is caused by the failure of the company to provide necessary information, material, right of way, or site for installation.

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When such extra compensation is claimed a written statement thereof shall be presented by the contractor no later than fifteen days after the close of the month during which extra cost is claimed to have been incurred. Such claims, if found correct, will be approved and the decision of the engineer whether extra cost has been incurred and the amount thereof shall be final. If delays are caused by specified orders to stop work given by the engineer, or by the performance of extra work, or by unforeseen causes beyond the control of the contractor, or by failure of the company to provide material or necessary instructions for carrying on the work, or to provide the necessary right-of-way or site for installation, then such delay will entitle the contractor to an equivalent extension of time, except as otherwise provided in paragraph 32. Application for extension of time must be approved by the company, and shall be accompanied by the formal consent of the sureties, but an extension of time, whether with or without such consent, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

SUSPENSION OF CONTRACT

14. If the contractor fails to begin the delivery of the material or to commence work as provided in the contract, or fails to make deliveries of materials promptly as ordered, or to maintain the rate of delivery of material or progress of the work in such manner as to insure a full compliance with the contract within the time limit, or if in the judgement of the engineer the contractor is not carrying out the provisions of the contract in their true intent and meaning, written notice will be served on him to provide within a specified time for a satisfactory compliance with the contract, and if he neglects or refuses to comply with such notice the company may suspend the operation of all or any part of the contract, or may in its discretion after such notice, purchase any or all of the material for him without suspending the contract, the cost of such material to be deducted from his monthly estimates. Upon the suspension of a contract for furnishing material or machinery the company may purchase the material or machinery necessary to complete the contract in such manner as it

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may deem proper. Upon suspension of a contract for construction or installation the company may in its discretion take possession of all or any part of the machinery, tools, appliances, animals, materials and supplies used on the work covered by the contract or that have been shipped or delivered by or on account of the contractor for use in connection therewith, and the same may be used either directly by the company or by other parties, for it, for the completion of the work suspended; or the company may employ other parties to perform the work, or may substitute other machinery or materials, purchase the material contracted for in such manner as it may deem proper, or hire such force and such machinery, tools, appliances, animals, materials, and supplies at the contractor's expense as may be necessary for the proper conduct and completion of the work. Any cost to the company in excess of the contract price arising from the suspension of the contract will be charged to the contractor and his sureties, who shall be liable therefore. A special lien to secure the claims of the company, in the event of suspension of the contract, is hereby created against any property of the contractor taken into the possession of the company under the terms hereof, and such lien may be enforced by a sale of such property under the direction of the company and the proceeds of the sale, after deducting all expenses thereof and connected therewith, shall be credited to the contractor. If such net proceeds shall be in excess of the claims of the company against the contractor, the balance will be paid to the contractor, or his legal representatives. If, in the opinion of the engineer, there is an emergency for the furnishing of certain material or the performance of certain work in order to insure compliance with the terms of the contract, and if the contractor fails to furnish such material or to perform such work within a reasonable time fixed by written notice from the engineer to the contractor, then the engineer shall have the power to furnish such material or to perform such work at the expense of the contractor and his sureties, who shall be liable

therefor. In the determination of the question whether there has been such non-compliance with the contract as to warrant its suspension, or the furnishing of material or the performance of work by the company as herein provided, the decision of the engineer shall be final.

CANCELLATION OF CONTRACT

15. If at any time unforeseen conditions arise after the award of the contract that affect or may be detrimental to the interests of the company, said company reserves the right to cancel the contract. In case this is done, a board of three arbitrators shall be chosen, one by the contractor, one by the company, and these two in turn are to choose the third--to determine the damage incurred to the contractor due to the cancellation of the contract; under no condition, however, shall anticipated profits be included as damages. A majority report of the board shall be final.

CHANGES

16. The engineer may, without notice to the sureties, on the contractor's bond, make such changes in the designs, of material or machinery or plans for installation or construction, or in the quantities or character of the work or material required as he may deem advisable. These changes in plans for installation or construction may also include modifications of shapes and dimensions of canals, dams, and other structures, and the shifting of locations to suit conditions disclosed as work progresses. If such changes result in an increase or decrease of cost to the contractor, the engineer will make such additions or deductions on account thereof as he may deem reasonable and proper, and his action thereon shall be final. Extra work or material shall be charged for as hereinafter provided.

EXTRA WORK OR MATERIAL

17. In connection with the work covered by this contract the engineer may order work or material not covered by the specifications. Such work or material will be classed as extra work, and will be ordered in writing. No extra work

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or material will be paid for unless ordered in writing. Extra work shall be charged for at actual necessary cost, as determined by the engineer, plus fifteen percent for profit, use of equipment, superintendence and general expenses. The actual necessary cost will include all expenditures for materials, labor, and supplies furnished by the contractor, and a reasonable allowance for the use of shop equipment where required, but will not include any allowance for office expenses, use of equipment, general superintendence of other general expenses. At the end of each month the contractor shall present in writing his claims for extra work and material, and, when requested by the engineer, shall furnish itemized statements of the cost and shall permit examination of all accounts, bills and vouchers relating thereto.

CHANGES AT CONTRACTOR'S REQUEST

18. If the contractor, on account of conditions developing during the progress of the work, finds it impracticable to comply strictly with these specifications and applies in writing for modification of structural requirements or of methods of work, such changes may be authorized by the engineer if not detrimental to the work and if without additional cost to the company.

INSPECTION.

19. All materials furnished and work done under this contract will be subject to rigid inspection. The contractor shall furnish complete facilities including the necessary labor for the inspection of all material and workmanship. The engineer shall have at all times access to all parts of the shop where such material under his inspection is being manufactured. Material that does not conform to the specifications, accepted through oversight or otherwise, may be rejected at any stage of the work. Whenever the contractor on installation or construction is permitted or directed to do night work or to vary the period during which work is carried on each day, he shall give the engineer due notice, so that inspection may be provided for. Such work shall be done without extra compensation and under regulations to be furnished in writing by the engineer.

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ERRORS AND OMISSIONS

20. The contractor will not be allowed to take advantage of any error or omission in these specifications. Suitable written instructions will be given when such error or omission is discovered.

CONTRACTOR'S FINANCIAL OBLIGATIONS

21. The contractor shall promptly make payments to all persons supplying labor and materials in the execution of the contract, and a condition to this effect shall be incorporated in the contractor's bonds, and should he fail to do so the company may make such payments on the contractor's behalf, and the contractor shall hereby agree to repay to the company all such sums so paid, or he shall agree to the deduction by the company of such sums, with interest at a rate of six per cent per annum, from any money due or to become due to him.

EXPERIENCE.

22. Bidders, if required, shall present satisfactory evidence that they have been regularly engaged in furnishing material and machinery and constructing such work as they propose to execute, and that they are fully prepared with necessary capital, machinery and material to begin this work promptly and to conduct it as required by these specifications.

SPECIFICATIONS AND DRAWINGS

23. The contractor shall keep on the work a copy of the specifications and drawings, and shall at all times give the engineer access thereto. Any drawings or plans listed in the detail specifications shall be regarded as part thereof and of the contract. Anything mentioned in these specifications and not shown in the drawings, or shown in the drawings and not mentioned in these specifications shall be done as though shown or mentioned in both. The engineer will furnish from time to time such detail drawings, plans, profiles, and information as he may consider necessary for the contractor's guidance.

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LOCAL CONDITIONS

24. Bidders shall satisfy themselves as to local conditions affecting the work, and no information derived from the maps, plans, specifications, profiles or drawings, or from any risk or from fulfilling all of the terms of his contract. The accuracy of the interpretation of the facts disclosed by borings or other preliminary investigations is not guaranteed. Each bidder or his representative should visit the site of the work and familiarize himself with local conditions; failure to do so when intelligent preparation of bids depends on a knowledge of local conditions may be considered sufficient cause for rejecting a proposal.

WORKMEN'S COMPENSATION LAW

25. The contractor shall, at his own expense provide for the insurance of his employees in such manner as may be required by the laws of the State of Idaho.

DATA TO BE FURNISHED BY THE CONTRACTOR

26. The contractor shall furnish the engineer reasonable facilities for obtaining such information as he may desire respecting the character of the materials and the progress and manner of the work, including all information necessary to determine its cost, such as the number of men employed, their pay, the time during which they worked on the various classes of construction, etc. The contractor shall also furnish the engineer copies of expense bills for transportation charges on all machinery, materials and supplies shipped to or from the project in connection with the work under the contract.

RESTRICTIONS ON DISPOSITION OF PLANT, ETC.

27. The contractor shall not make any disposition of the plant, machinery, tools, appliances, supplies, materials or animals used on or in connection with the work, either by sale, conveyance, or incumbrance, inconsistent with the special lien of the company expressly created by this contract.

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DAMAGES

28. The contractor will be held responsible for and required to make good, at his own expense all damages to persons or property caused by carelessness, or neglect on the part of the contractor, his agents or employees.

CHARACTER OF WORKMEN

29. The contractor shall not allow his agents or employees to trespass on premises or lands in the vicinity of the work. None but skilled foremen and workmen shall be employed on work, the performance of which requires special qualifications, and when required by the engineer the contractor shall discharge any person who commits trespass, or is in the opinion of the engineer, disorderly, dangerous, insubordinate, incompetent, or otherwise objectionable. Such discharge shall not be the basis of any claim for compensation or damages against the company or any of its officers.

STAKING OUT WORK

30. The work to be done will be staked out for the contractor, who shall provide such material and give such assistance as may be required by the engineer.

METHODS AND APPLIANCES.

31. The methods and appliances adopted by the contractor shall be such as will, in the opinion of the engineer, secure a satisfactory quality of work, and will enable the contractor to complete the work in the time agreed upon. If at any time the methods and appliances appear inadequate, the engineer may order the contractor to improve their character or efficiency, and the contractor shall conform to such order; but failure of the engineer to order such improvement of methods or efficiency will not relieve the contractor from his obligation to perform satisfactory work and to finish it in the time agreed upon.

CLIMATIC CONDITIONS

32. The engineer may order the contractor to suspend any work that may be damaged by climatic conditions. When delay is caused by an order to suspend work given on account of climatic conditions that could have been reasonably foreseen,

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the contractor will not be entitled to any extension of time on account of such order.

QUANTITIES AND UNIT PRICE

33. The quantities noted in the schedule or proposal are approximations for comparing bids, and no claim shall be made against the company for excess or deficiency therein, absolute or relative. Payment at the prices agreed upon will be in full for the completed work and will cover materials, supplies, labor, tools, machinery, and all other expenditures incident to satisfactory compliance with the contract.

REMOVAL AND REBUILDING OF DEFECTIVE WORK

34. The contractor shall remove and rebuild at his own expense any part of the work that has been improperly executed, even though it has been included in the monthly estimates. If he refuses or neglects to replace such defective work, it may be replaced by the company at the contractor's expense.

PROTECTION OF WORK AND CLEANING UP

35. The contractor shall be responsible for any material furnished him and for the care of all work until its completion and final acceptance, and he shall at his own expense replace damages or lost material and repair damaged parts of the work, or the same may be done at his expense by the company. He shall take all risks from floods and casualties and shall make no charge for detention from such causes. He may, however, be allowed a reasonable extension of time on account of such detention, subject to the conditions hereinbefore specified. The contractor shall remove from the vicinity of the completed work all plant, buildings, rubbish, unused material, concrete forms, etc., belonging to him or used under his direction during construction, and in the event of his failure to do so the same may be removed by the company at his expense.

ROADS AND FENCES

36. Roads subject to interference from the work covered by this contract

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shall be kept open, and the fences subject to interference shall be kept up by the contractor until the work is finished.

BENCH MARKS AND SURVEY STAKES.

37. Bench marks and survey stakes shall be preserved by the contractor, and in case of their destruction or removal by him or his employees, they will be replaced by the engineer at the contractor's expense.

RIGHT OF WAY.

38. The site for the installation of machinery or the right of way for the works to be constructed under this contract and for necessary borrow pits, channels, spoil banks, ditches, roads, etc., will be provided by the company.

SANITATION

39. The engineer may establish sanitary and police rules and regulations for all forces employed under this contract; and if the contractor fails to enforce these rules the engineer may enforce them at the expense of the contractor.

INTOXICANTS

40. The use or sale of intoxicating liquor is absolutely prohibited on the work, except for medical purposes.

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DETAIL SPECIFICATIONS

The Requirement. The construction of an earthen dam and all appurtenances for Preston Whitney Irrigation Co. located Sections 12 and 13,
T 15 S, 12 39 E, R. M.

List of Drawings.

1. Set of drawings containing 4 sheets.

Commencement.--Prosecution and Completion of Work. The contractor shall begin the work within 10 days after the execution of the contract on behalf of the company, and shall thereafter carry on the work with a force and equipment sufficient, in the opinion of the engineer, and complete the work within the time required. The Dam shall be completed to the height as shown on the plans by _____ 195_.

Failure to complete Work in Time Agreed Upon. Should the contractor fail to complete the entire work within the time agreed upon in the contract, or within such extra time as may have been allowed for delays by formal extensions granted by the company, a deduction of twenty (20) dollars per day will be made for each and every day, including Sundays and holidays, that the work remains uncompleted after the date required or allowed for its completion. The said amount is hereby agreed upon as liquidated damages for the loss to the company on account of the expense due to the employment of engineers, inspectors and other employees after the expiration of the time for completion and on account of failure of the operation of the irrigation works dependant thereon, and will be deducted from any money due the contractor under this contract, and the contractor and his sureties shall be liable for any excess. A special lien to secure the claims of the company in the event of suspension of the contract is hereby created against any property of the contractor taken into the possession of the company under the terms of this contract; and such lien may be enforced by the sale of such property under the direction of the

company, and the net proceeds of the sale, after deducting all expenses thereof and connected therewith, shall be credited to the contractor. If such net proceeds shall be in excess of the claim of the company against the contractor, the balance will be paid to the contractor or his legal representatives.

Progress Estimates and Payments. At the end of each calendar month the engineer will make an approximate measurement of all work done and material delivered up to that date, classified according to items named in the contract, and will make an estimate of the value of the same on the basis of the unit prices named in the contract. To the estimates made as above set forth will be added the amounts earned for extra work to the date of the progress estimate. From the total thus computed a deduction of ten per cent will be made and from the remainder there will be further deducted any amount due to the company from the contractor for supplies or material furnished or services rendered and any other amounts that may be due to the company as damages for delays or otherwise under the terms of the contract. From the balance thus determined will be deducted the amount of all previous payments, and the remainder will be paid to the contractor upon the approval of the accounts. The ten percent (10%) deducted as above set forth will become due and payable to the contractor with and as a part of the final payment to be made as hereinafter provided. In case of the suspension of the contract the said ten per cent (10%) shall be and becomes the sole and absolute property of the company to the extent necessary to repay to the company any excess in the cost of the work above the contract price. When the terms of the contract shall have been fully complied with to the satisfaction of the engineer and when a release of all claims against the company under or by virtue of the contract shall have been executed by the contractor, final payment will be made of any balance due, including the percentage withheld as above, or such portion thereof as may be due the contractor.

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CONCRETE

Concrete - Scope of the work:

The work covered by this section consists of furnishing all material, including the reinforcing steel, and equipment and performing all labor for the manufacture and placing of concrete in the work included in this specification.

Composition:

Concrete shall be composed of Portland cement, water, fine and coarse aggregate. The mixtures will be designed by the Engineer and will be based on the water-cement ratio necessary to secure the qualities desired and on the use of the maximum size of coarse aggregate economically available and placeable in the work.

Water Content:

The water content of all concrete mixtures shall be the minimum necessary to properly place the mixture being used.

Cement:

(a) Portland Cement: Portland cement shall be dry and free from lumps and all foreign material, and shall conform to the requirements of A.A.S.H.O. Specification M-85 Type III.

When high early strength cement is required, or permitted, it shall conform to the requirements of A.A.S.H.O. Specification M-85 Type III.

Portland cement, type III or III shall contain not more than 0.6 of 1 percent total alkali. Total alkali is defined as the sum of sodium oxide (Na_2O), and potassium oxide (K_2O), calculated as sodium oxide.

(b) Air-Entraining Portland Cement. Air-entraining portland cement shall conform to the requirements of A.A.S.H.O. Specification M-134. The requirements for total alkali as defined in (a) above shall apply.

(c) Shipping: The cement shall be shipped in the original packages in good condition and properly labeled. Cement shall be measured by the bag as packed by the manufacturer.

(d) Air-Entraining Admixture. The air - entraining admixture shall consist of Vinsol resin dissolved in a solution of sodium hydroxide, Darex AFA GW dissolved in water, or other air-entraining agents approved by the Engineer. These solutions shall be made up in accordance with the manufacturer's recommendations to such strength that the proper amount of air will be entrained into each batch of concrete to be mixed. Air-Entraining admixtures will not be used unless specifically requested by the Engineer.

(e) Special Test Requirements. Concrete shall be sampled either at the mill or at the site of the work if necessary. All tests will be made by or under the supervision of the company and at its expense. No cement shall be used until approved by the Engineer.

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(f) Storage. Cement shall be stored at the site of the work in a manner satisfactory to the Engineer.

Fine Aggregate:

Fine aggregate shall be a natural sand consisting of hard, tough durable and uncoated particles. Tests, if necessary, will be made by or under the supervision of the Owner and at his expense. Fine aggregate shall be well graded from fine to coarse and shall conform to the following requirements:

<u>Sieve Designation</u> <u>(U.S. Standards Sq. Mesh)</u>	<u>Percentage by Weight</u> <u>passing</u>
No. 4	95-100
No. 16	45-80
No. 50	10-30
No. 100	2.5-5

Fine aggregate shall be stored at the site of the work in a manner satisfactory to the Engineer.

Coarse Aggregate:

Coarse Aggregate: shall be washed gravel or suitable processed crushed tone consisting of hard, tough, durable and uncoated particles. It shall contain no vegetable matter nor soft, friable, thin or elongated particles in quantities considered objectionable by the Engineer. Tests, if necessary will be made by or under the supervision of the Owner and at his expense. The maximum size of coarse aggregate used under this contract shall be $1\frac{1}{2}$ inches (square mesh openings). Coarse aggregate shall be well graded from fine to coarse and shall conform to the following requirements:

<u>Coarse Aggregate Size</u>	<u>(Percent by Weight Passing)</u>
Max. size mesh screen (sq. mesh)	95-100
$\frac{1}{2}$ " Max. mesh screen (sq. mesh)	40-70
# 4 Sieve	0-6

Coarse aggregate shall be stored at the site of the work in a manner satisfactory to the Engineer.

Water:

Water used in mixing concrete shall be reasonable clean and shall be free from injurious amounts of sewage, oil, acid, strong alkali, salt or organic matter.

Proportioning of Concrete:

A. Control. The exact proportion of all materials entering into the concrete shall be as directed by the Engineer. The contractor shall provide all necessary equipment and plant to determine and control the actual amounts of material entering into each batch. The proportions will be changed whenever, in the opinion of the Engineer, such change is necessary in order to maintain the standard of quality required by these Specifications and the contractor will not be compensated because of these changes.

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B. Measurements. All materials shall be measured by weight as directed by the Engineer. One bag of cement will be considered as 94 pounds in weight or one cubic foot in volume, and one gallon of water as 8.33 pounds.

C. Cement and Water Content: Per cu. yd. of concrete.

Concrete Class	Cement	Water
"A"	6 bags (56#)	31.5 Gal. Max. (262.5#)

Above water includes the amount of moisture in the aggregates. Use minimum amount of water necessary to produce a plastic of strength, durability and workability specified.

D. Aggregate Content. All concrete mixtures will be designed to use the maximum size and the maximum amount of coarse aggregate economically available and placeable in the work.

E. Admixtures. Admixtures shall be used only if specifically approved by the Engineer in writing.

F. Placeability. The concrete mixtures will be adjusted in the field from time to time to meet the varying conditions encountered during construction, but the concrete shall be so controlled that the slump at all times is kept between one and one-half ($1\frac{1}{2}$) inches and three (3) inches when tested in accordance with A.S.T.M. Designation C-143.

Concrete Strength.

Design mix for 28 day compressive strength shall be of the class listed below.

Class of Concrete	Minimum Average for any 5 Consecutive Cylinders
"A"	3750 lbs p.s.i.

Minimum for any one cylinder

Determine strength by breaking 6 inch diameter by 12 inch high specimens as described in A.S.T.M. Specifications C31-38 and C39-33.

Batching and Mixing:

A. Equipment. The contractor shall provide at the site of the work modern and dependable batch-type mixing plant having a minimum capacity of 20 yards in 8 hours. The equipment shall be capable of combining the aggregate, cement and water into a uniform mixture and of discharging this mixture without segregation. Adequate facilities shall be provided for the accurate measurement and control of each of the materials entering the concrete. Any waste resulting from faulty operations, or any other cause, will be charged to the Contractor. The complete plant assembly shall include provisions to facilitate the inspection of all operations at all times. Ready mixed concrete may be used if approved by the Engineer; in which case, the mixing plant at the site will not be required. All mixing requirements specified herein for concrete mixed at the site shall be applicable to ready-mixed concrete. The Engineer shall have free access to the mixing plant at all times.

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B. Mixing. The mixer shall revolve a minimum of 12 revolutions after all materials have been placed therein, and at a uniform speed. Neither the speed nor the volume capacity of the mixer shall exceed those recommended by the manufacturer. Excessive overmixing, requiring additions of water to preserve the required consistency will not be permitted.

C. Mixing time shall be measured from the instant when all solid materials are in the mixer drum provided that all the mixing water shall be introduced before one-fourth ($\frac{1}{4}$) of the mixing time has lapsed. The mixing time shall be as shown below.

- (1) For mixers of a capacity of one cubic yard or less one minute.
- (2) For mixers of a capacities larger than one cubic yard - the time of mixing shall be increased 15 seconds for each additional half-cubic yard capacity or fraction thereof.

Conveying:

Concrete shall be conveyed from mixer to forms as rapidly as practicable, by methods which will prevent segregation or loss of ingredients.

Placing:

A. General: Concrete shall be of such consistency and composition that it can be worked readily into the corners and angles of the forms and around all reinforcement and embedded items without permitting the materials to segregate or free water to collect on the concrete surface. Concrete shall be placed before initial set has occurred and, unless otherwise authorized by the Engineer, before it has contained its water content for more than thirty (30) minutes except that under weather conditions not conducive to a high rate of evaporation, this time limit may be extended in accordance with the circumstances. It shall be placed on clean, damp surfaces free from running water and otherwise satisfactory to the Engineer. Concrete shall be placed with the aid of mechanical vibrating equipment supplemented by handspading and tamping. Vibrating equipment shall be of the internal type and shall at all times be adequate to properly consolidate all concrete. All concrete placing equipment and methods shall be subject to the approval of the Engineer.

B. Lifts in Concrete. The permissible depth of concrete placed in one lift or course will be determined by the Engineer for each structure. The placement shall be carried on at such a rate that all concrete surfaces not yet to grade shall not have reached their initial set before additional concrete is placed thereon. Slabs shall generally be placed in one course.

Construction Joints:

Construction joints shall be formed as indicated on the drawings or as approved or directed by the Engineer. Immediately after placement, the concrete along the faces of all forms shall be consolidated with the proper tools to produce a smooth dense surface free from rock pockets. Defective concrete shall be repaired by cutting out the unsatisfactory material and placing new concrete which shall be formed with keys, dovetails or anchors to attach it securely in place. Excessive rubbing of formed surfaces will not be permitted.

All surfaces of concrete, not covered by forms and exposed in the completed work, shall have a wood float finish without additional mortar and shall be true to elevation as shown on the drawings. Other surfaces shall be brought to specified finished elevation and left true and regular.

Curing and Protection:

All concrete shall be cured for a period of not less than fourteen (14) days by an approved method or combination of methods applicable to local conditions except that the curing period may be reduced to 7 days for concrete made with high-early-strength cement. All concrete shall be adequately protected from injurious action of the weather for the duration of the entire curing period.

Exposure to Frost: Whenever during the day or night the temperature falls to 32° F. the Contractor shall provide efficient means of warming the sand, gravel or broken stone, and the water to a temperature of approximately 75° immediately before being mixed. No concrete shall be placed until the ground forming the sub-grade has been thoroughly thawed, and when a bond to concrete previously placed is to be effected, the old concrete shall be warmed on the bond face and cleaned and grouted. After any concrete has been put in place, the Contractor shall immediately protect it from the frost by some efficient means approved by the Engineer.

Forms:

A. Material. Forms shall be of wood, steel, or other approved material except that sheeting for all exposed surfaces, where from lining is not specified, or otherwise authorized, shall be tongue-and-groove lumber of uniform width. The type, size, shape, quality, and strength of all materials of which the forms are made shall be subject to the approval of the Engineer.

B. Construction. Forms shall be true to line and grade mortar-tight and sufficiently rigid to prevent objectionable deformation under load. The form surfaces shall be smooth, free from irregularities, dents, sags, or holes when used for permanently exposed faces. All forms shall be so constructed that they can be removed without hammering or prying against the concrete. All exposed joints shall be chamfered and, unless otherwise indicated, suitable molding shall be placed to bevel or round exposed edges.

C. Coating. Forms for exposed surfaces, shall be coated with a non-staining mineral oil, which shall be applied shortly before concrete is placed. Forms for unexposed surfaces may be thoroughly wetted in lieu of oiling, immediately before the placing of concrete, except that in freezing weather oil shall be used.

D. Removal. Forms shall not be removed without the approval of the Engineer and all removal shall be accomplished in such a manner as to prevent injury to the concrete. Forms shall not be removed before the expiration of the minimum time indicated below except where otherwise specifically authorized by the Engineer.

Beams and Slabs	10 days
Columns	5 days
Walls and Vertical Faces	2 days

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When, in the opinion of the Engineer, conditions on the work are such as to justify the requirement, forms may be required to remain in place for longer periods.

Expansion and Contraction Joints.

A. General. Expansion and contraction joints shall be constructed at such points and of such dimensions as are indicated on the drawings or as required by the Engineer. The method and materials used shall be subject to the approval of the Engineer and the materials shall conform to Federal Specifications wherever applicable. In no case shall corner protection angles or other fixed metal, embedded in or bonded to the surface of the concrete, be continuous through an expansion joint.

B. Metal Water Stops. Metal water stops of non-corrosive material shall be installed in the expansion joints as shown on the drawings or as otherwise directed. The Contractor shall replace or repair, at his expense any water stops punctured or damaged before final acceptance of the work.

Furnishing and Placing Steel Reinforcement.

A. General. The Contractor shall furnish, cut, bend and place all steel reinforcement including rods, fabric, and structural shapes as indicated on the drawings or otherwise required. All reinforcement shall be, when surrounding concrete is placed, reasonably free from rust and scale, and free from oil, grease or other coating which might destroy or reduce its bond with the concrete. All placing shall be in accordance with drawings furnished or approved by the Engineer.

B. Cutting and Bending. Steel reinforcement may be mill or field bent. All bending shall be in accordance with standard approved practice and by approved machine method.

C. Spacing of Bars. The spacing of bars shall be as shown on the drawings. The spacings, as shown, will indicate the center-to-center distance between parallel bars.

D. Relation of Bars to Concrete Surfaces. The minimum cover for all main reinforcement shall conform to the dimensions shown on the drawings. The dimensions, as shown on the drawings, will indicate the clear distance from the edge of the main reinforcement to the concrete surface. The concrete covering or stirrups, spacer bars, and similar secondary reinforcement may be reduced by the diameter of such bars.

E. Splicing. All splices in reinforcement shall be as shown on the drawings or as directed by the Engineer. The lapped ends of bars shall be separated sufficiently to permit embedment of the entire surface of the bar in concrete or connected properly to develop the full strength of the bar.

F. Supports. All reinforcement shall be secured in place by the use of metal or concrete supports, spacers or ties, as approved by the Engineer.

G. Protection of Future Use. Exposed reinforcement, intended for bonding to future work, shall be protected from corrosion by heavy wrapping of burlap saturated with bituminous material. Reinforcement so protected shall be thoroughly cleaned prior to subsequent concrete placing.

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Embedding Items:

Before placing concrete, care shall be taken to determine that all embedded items are firmly and securely fastened in place as indicated on the drawings. Such items shall be thoroughly clean and free from coating, rust, paint, scale, oil or any foreign matter. The embedding of wood in concrete shall be avoided wherever possible, metal being used instead.

Measurement and Payment:

A. Concrete. Measurement of concrete will be made on the basis of the actual volume of concrete within the neat lines of the structures as indicated on the drawings or otherwise required. Measurement of concrete placed against the sides of any excavation without the use of intervening forms will be made only within the neat lines of the structure. No deductions will be made for rounded or beveled edges or spacing occupied by metal work, electrical conduits or timber, nor for voids or embedded items which are either less than five (5) cubic feet in volume or one (1) square foot in cross section. Unless otherwise specified, payment for concrete will be made at the respective contract prices per cubic yard for the various items of the schedule, which price shall include the cost of required unloading, hauling, handling and storage at the site of all materials used in the work and all labor and the use of all equipment, tools and materials required to complete the concrete work. No payment will be made for concrete as such, which is placed in structure for which payment is made as a lump sum.

EMBANKMENT

1. Preparation of Embankment Site. The sites of the embankments, shall be thoroughly cleaned and grubbed, and all brush, roots, and other vegetable matter shall be removed. The top soil of the entire area shall be removed to the extent necessary to remove all sod. The entire site, after removal of all undesirable material, shall be thoroughly roughened by ripping or plowing furrows, or by other approved methods, such work to be done immediately in advance of depositing material in the dam. All pockets of mud or silt shall be removed. Payment for this work shall be included in the price bid for embankment.
2. Excavation of Trenches. Trenches shall be excavated to the dimensions and in the position shown on the drawings, or as directed by the Engineer. Material excavated from these trenches shall be used in the body of the embankment, and shall be placed as provided in the paragraph on Construction of Embankment.
3. Construction of Embankment. The embankment shall be built in horizontal layers, each not exceeding six (6) inches in thickness after compacting. Material shall be deposited in the embankment as directed by the engineer. Work shall be started at the lowest part of the dam and shall be carried up in approximately level layers. Each layer shall be watered to the extent, determined by the engineer, necessary to give the greatest degree of compacting, but in no case shall the material be allowed to become saturated. The layers shall be compacted with a standard sheepsfoot roller. The number of rollings shall be such as in the judgment of the engineer is required to give the greatest practicable degree of compactness. The backfill in the cut off trenches shall be compacted to 100% of standard proctor. The remaining embankment shall be compacted to not less than 95% of standard proctor. Selected material deposited in the core and cut-off trenches shall be treated in the same manner as the remainder of the embankment, except for the degree of compaction. Where it is impossible to roll earth adjacent to the cut-off trench walls or other places in the embankment it shall be tamped by hand or otherwise consolidated to an extent equal to that effected by the roller in use elsewhere on the embankment. No material shall be placed when any of the materials or the embankment are frozen or when the embankment is too wet to permit satisfactory rolling and consolidation. The embankment shall be built accurately to the lines and grades given by the engineer.
4. Borrow-Pits. All borrow pits must be approved by the engineer both as to location and quality of material to be used therefrom. The surfaces of all borrow-pits shall be carefully cleared of brush, weeds and other organic matter and disposed of as directed by the engineer. The cost of clearing and removing roots from borrow-pits shall be included in the unit price bid for earth embankment.
5. Embankment material which does not contain sufficient moisture to compact in accordance with the above requirements shall be sprinkled with water as directed by the engineer, to bring the fill material to the optimum moisture content. Adequate sprinkling devices shall be provided and are subject to the approval of the engineer. Embankment material containing excess moisture shall be permitted to dry to the proper consistency before being compacted.
6. All rollers shall be operated at a minimum speed of 2 miles per hour, or as required by the engineer.

7. At least one tamping roller shall be provided for each one hundred (100) cubic yards, or fraction thereof, of embankment material placed per hour. The quantity of material placed per hour shall be determined by averaging the total quantity of materials placed with any one day or one shift of operation measured in excavation. Material not requiring the use of a tamping roller will not be included in this computation. When several fills, each of small area, are so isolated from one another that one roller cannot compact the areas satisfactorily, additional rollers shall be provided.

8. Measurement and Payment. All material placed in embankments will be measured for payment in embankment only. Measurements will be made to the neat lines as shown on the drawings, or as staked out by the engineer and will include all material placed in the embankments except the trench excavations from the cut-off trenches, which will be deducted. The measurements will include the material backfilled in the cut-off trenches. All material backfilled in the cut-off trenches shall be measured to the neat lines shown on the drawings or as prescribed by the engineer, and shall be paid for at the unit prices bid for excavation. The prices bid shall include all expenses incident to the clearing of borrow-pits, excavating, hauling, spreading, watering, tamping and rolling material, and trimming slopes.

BACKFILL AROUND STRUCTURES

All backfill material around the outlet structure, control wall, cut-off wall or other places that cannot be satisfactorily compacted with a tractor-drawn tamper shall be shoveled in place by hand in layers not to exceed four inches (4"). It shall then be properly dampened and tamped by mechanical tampers, (preferably air tampers) to the satisfaction of the engineer.

State of Idaho
Department of Water Administration
LICENSE OF WATER RIGHT

License of Water Right No. R-1009/13-2298 Priority Feb. 11, 1957 Amount 3,355 af

THIS IS TO CERTIFY, that Preston - Whitney Irrigation Co.
of Preston, Idaho, has complied with the terms and conditions of Permit
No. R-1009/13-2298 issued pursuant to Application for Permit dated February 11, 1957
and has submitted proof to the Department of Water Administration on March 1, 1967
that he has applied water to a beneficial use; an examination by the Department indicates that the
works have a capacity of 3,355 af, and that the water has in fact been applied to a
beneficial use; a right to the use of water from the Cub River
tributary of the Bear River, is hereby confirmed in the following amounts:
Amount 3,355 af for irrigation from April 1 to Nov. 1 (both dates inclusive)
Amount _____ for _____ from _____ to _____ (both dates inclusive)
Amount _____ for _____ from _____ to _____ (both dates inclusive)
Subject, however, to the condition that no more than 3,355 af of water be diverted at
any one time, said waters to be diverted within the _____

NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 8, Twp. 15 S, Rge. 41 E, B.M.

in the county of Franklin; and that the amount of water so diverted and to which such
right is entitled and confirmed is for the purposes aforesaid and is limited to the amount which can
actually be beneficially used and shall not exceed 3,355 acre feet per year or _____
3.5 acre feet per acre.

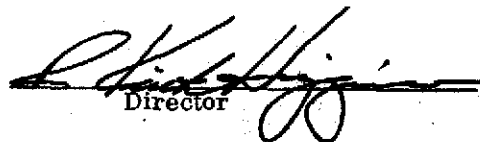
Description and location of place of use: See Land List Attachments

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	

Total number of acres irrigated 10,720

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands
or place of use herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 1 day of
February, 19 72.


Director

LAND LIST ATTACHMENT

Description and location of place of use:

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
15 S	39 E	9			8	34					8			32	38	37	32	26	215
		10						28	37	36	33	38	36	31		36	37	38	350
		11											35						35
		13	11	22	39	39	13	37	12	38	39	36	35	39	38	37	39	31	505
		14		23	36	33	35	20	39	31	39	35	24	39	26	38	35	25	478
		15	15	38	39	37	37	35	39	34	40	39	32	37	37	40	35	32	566
		16	38	33	37	39	37			39	39	7	13	26	37	15	33	34	427
		21	35	39	39	32	6			8					34	39	21	22	275
		22	29	39	39	33	37	35	39	32	29	39	19	22	8	30	3		433
		23	36	38	39	29	37	32	26	39	20	7		12	30	33	22	27	427
		24	39	38	38	34	28	36	39	36	20	27	38	23	38	37	37	31	539
		25	39	39	37	39	34	25	34	39	31	6	14	28	19	39	35	26	484
		26	17	14	16	18				10	18		26	29	12	37	35	39	271
		27	4	10	12		32		23	31	34		17	35	24	26	36	33	317
		33	3			15									36	19	34	38	145
		34	5	32	28		34	34	32	27	5	22	38	37	16	2	39	39	390
		35	32	27	39	33	34	4	16	34	30	22	9	25	37	38	31	33	444
		36	28	39	39	27	33	21	29	30	21	37	38	20	29	31	5	28	455
15 S	40 E	18						27	33		39	38	34	37		8			216
		19		13	38	32	39	33	39	40	14	39	34	31	38	28	38	38	494
		20				26		5			23		38	39		35			166
		29					35	39	39	37	39	39	32	34					294
		30	36	36	38	35	27	33	16	33	35	24	33	27	37	38	36	12	496
		31	35	38	26	39	39	37	37	38	39	35	25	39	34	37	39	38	575
		32						38	35			31	30						134
16 S	39 E	1			16	25													41
		2							37										37
		3			12				25	36	37			28		20			158
		4			21	28				6	30		15	37	39	32			208
		9					28	19	12	2			29	14	37		9	26	176

Total number of acres irrigated con'd.

LAND LIST ATTACHMENT

[illegible]

13 2298

APPLICATION FOR PERMIT

To Construct a Reservoir and Appropriate and Store
The Public Waters of the State of Idaho

Application No. R 34689
Permit No. R 1009

Preston Whitney Irrigation Co.
Angus Condie, Secretary
Preston, Idaho

13-2298

1. Name of Applicant: Preston-Whitney Irrigation Co.

Post office address: Preston

County Franklin

State Idaho

I. If applicant is a corporation, give:

(a) Date and place of incorporation: July 9, 1926
Preston, Idaho

(b) Amount of Capital Stock: \$ 300,000.00

(c) Amount paid in: \$ 242,000.00

(d) Names and addresses of directors: Cecil Foster, Paul K. Smith,
J. Virgil Jensen, George C. Peterson, Ray S. Ransbottom,
Fenton A. Larsen, Ralph Esplin. All addresses: Preston, Ida.

II. The financial resources of the corporation are:

(a) Cash on hand: \$ 940.57

(b) Treasury Stock: \$ 58,000.00

(c) Bonds to be issued: \$

(d) Other resources: two other reservoirs, Cap 8400AF. Decead
water rights & canals

2. Quantity of water to be stored: 3500

acre feet per annum.

3. Source of water supply is Cub River (Creek) (River) (Spring), a tributary of

Bear River.

4 The outlet of the proposed reservoir is located 1600 feet, distant from the NE corner of Section 13, Township 15 S.,
(bearing)
Range 39 E., B.M. and is in the NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 13, Township 15 S., Range 39 E., B.M. County of Franklin

5. Fill out either (a) or (b).

(a) The reservoir is located in the channel of

(Creek) (River).

(b) The reservoir is to be filled through a feeder canal, the point of diversion for which is located

feet distant from

the corner of Section 8, Township 15 S., Range 41 E., B.M., and is in the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of
(bearing)
Section 8, Township 15 S., Range 41 E., B.M.; width at bottom 16 feet, width at top 25
feet, depth of water $4\frac{1}{2}$ feet; average grade per mile 100 feet; Capacity 150 cubic feet per second

6. (a) The area of the high water line of the reservoir is 145

acres.

(b) The reservoir capacity is 3500

acre feet.

7. Height of reservoir dam 75 feet, length at top 700 feet, length at bottom 390 feet, size of outlet $3\frac{1}{2}$ feet
by $3\frac{1}{2}$ feet. The dam is to be constructed of materials as follows: Dirt fill

(If height will exceed 10 feet, plans must be approved by Department of Reclamation, before beginning construction.)

8. (a) Will water stored in reservoir be diverted to canal or aqueduct, thence to land to be irrigated without commingling with natural flow of

(Creek) (River)? Yes.

(b) Water stored in reservoir will be carried in the channel of

(Creek) (River) a distance

of miles to point of diversion located

feet, distant from the

corner of Section

Township, Range, B.M., and in the $\frac{1}{4}$ of $\frac{1}{4}$ of Section

Township, Range

Township, Range

, B.M.

9. (a) Area of watershed above dam site

square miles.

(b) Estimated maximum flow of stream

cubic feet per second.

10. Water is to be used for Irrigation

purposes.

11. If for mining, milling, power or manufacturing purposes give:

(a) Point of use of water feet, distant from
(bearing)
, B.M., and is in the $\frac{1}{4}$ of $\frac{1}{4}$ of Section

Corner of Section

, Township

, Range

, B.M., and is in the $\frac{1}{4}$ of $\frac{1}{4}$ of Section, Township, Range, B.M.

(b) Amount of power generated:

H.P., under

feet head.

(c) Water is to be returned to

(Creek) (River) (Spring) at a point

feet

distant from the

corner of Section

, Township

, Range

(bearing)

, B.M. in

the $\frac{1}{4}$ of $\frac{1}{4}$ of Section

, Township

, Range

, B.M.

12. Water stored in accordance with this Permit will be carried to place of use through a canal heretofore constructed under the terms of Permit No.

which is hereby referred to and made a part hereof.

13. Kind of diversion works:

(Dam, canal, flume, pipe, etc.)

14. Height of diversion dam: feet, length at top

feet, length at bottom

feet. The dam is to be constructed

of materials as follows:

(If height will exceed 10 feet, plans must be approved by Department of Reclamation, before beginning construction.)

(Give Irrigable acreage in each 40-acre subdivision.)

of Id

LICENSE ISSUED FOR 3,355 SEC. 11.
LICENSE PAGE NO.



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

March 31, 1992

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

Preston-Whitney Irrigation Co.
Carl Swainston, President
942 N. 800 E.
Preston, ID 83263

Re: Cub River storage water diversions
Water right no.s 13-2291, 13-2298 & 13-2302

Dear Mr. Swainston:

The Bear River watermaster has informed the department that the Preston-Whitney Irrigation Co. may have exceeded its Cub River storage water diversion allotment for the current year.

I have reviewed the above Preston-Whitney Cub River storage rights with the Bear River watermaster, Pete Peterson. Mr. Peterson receives diversion data under these rights from the Cub River watermaster. According to the rights in our records, the total annual volume allotted under the three rights is 6,492.5 acre-feet. The diversion data received by Mr. Peterson indicates that the amount of water diverted from the Cub River under these rights during the current non-irrigation season is significantly greater than 6,492 acre-feet.

Please be advised that if the storage capacity of the Irrigation Company's reservoirs is greater than 6,492.5 acre-feet, then the Company should file an additional application to divert additional volume from the Cub River. Storage rights from other sources tributary to the same reservoirs do not account for additional diversions from the Cub River.

If you have questions regarding this matter and/or questions regarding the Company's water rights, please contact me directly at 327-7864. I would encourage you to first discuss this matter with both the Bear River and Cub River watermasters.

Respectfully,

A handwritten signature in cursive script that reads 'Tim Luke'.

Tim Luke
Hydrologist In Training

cc: Region
Pete Peterson, District 11 Watermaster
Conan Foster, District 13-A Watermaster

13-2298



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 373 W. Franklin Street, Boise, Idaho

JOHN V. EVANS

Governor

C. STEPHEN ALLRED

Director

Mailing address:

Statehouse

Boise, Idaho 83720

(208) 384-2215

January 23, 1979

Mr. Angus Condie
Secretary
Preston-Whitney Irrigation Company
Preston, ID 83263

Dear Mr. Condie:

Re: Preston-Whitney Irrigation Co. Water Rights

In researching our records for water rights in the names of Preston-Whitney Irrigation Co., Preston-Riverdale and Mink Creek Canal Co., and Cub River Irrigation Co., I located the following:

Licensed Rights

10883/13-2066
15929/13-2103
15933/13-2104
16174/13-2108 and R-364/13-2288
R-793/13-2291
R-1009/13-2298 ✓

Decreed Rights

13-0001 and 13-0026
11-0840
13-0034
13-0143

Beneficial Use Rights - Worm Creek Drainage

13-0222
13-0271
13-0223--included in 13-0222

Mr. Condie

2

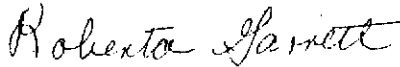
January 23, 1979

Along with copies of the licensed and decreed rights, I have enclosed copies of those pages in the Proposed Finding of Water Rights - Worm Creek Drainage which describe your rights as presented to the court. Rights 13-2103, 13-2108 and 13-2288, and 13-0143 show the same place of use as 13-0271.

Decreed right 13-0001 in the case of Cub River Irrigation Co. vs. Cub River Middle Ditch Co., et al. is included in 13-0026 in a later decree, McEwan vs. Franklin County Sugar Co., et al.

If you have any questions or feel there is a need for further research for additional rights, please let me know.

Sincerely,



Roberta Garrett
Records Supervisor

Enclosures

cc John Hammond

February 3, 1972

Re: Permit No. R-1009/13-2298

Preston - Whitney Irrigation Co.
Angus Condie, Sec.
Preston, Idaho 83263

Gentlemen:

Enclosed herewith is the Water License issued on the above referenced permit.

Sincerely,

BOBBY D. FLEENOR
Assistant Director

BDF:DR

Enc: License

cc: Eastern District Office

13 2298

PAYEE: DETACH THIS STATEMENT BEFORE DEPOSITING CHECK

PRESTON WHITNEY IRRIGATION COMPANY

DATE	INVOICE NO.	DESCRIPTION	AMOUNT	DISCOUNT OR DEDUCTION	NET AMOUNT
1/24/72		<i>Preston/Whitney Irrig Co.</i> Payment for recognized beneficial use Permit No. R-1009/13-2298 13 2298		<i>Rec'd # 8761</i>	5.00

00 T

2.15
3.50
.35
5.05
4.78
5.66
4.27
2.75
4.33
4.27
5.39
4.84
2.71
3.17
1.45
3.90
4.44
4.55
2.16
4.94
1.66
2.94
4.96
5.75
1.34
.41
.37
1.58
2.08
1.76
1.06
.41
1.09
1.64
2.79
2.08
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7.20 T

13 2298 107.20 T.

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Charge
g/w fee only

13 2298 3.68 T

January 14, 1972

Re: Permit No. R-1009/13-2298

Preston - Whitney Irrigation Co.
Preston,
Idaho 83263

Attn: Angus Condie, Secretary

Gentlemen:

A representative of this department has made an examination of the works covered by your Permit No. R-1009/13-2298 and has found the following:

Quantity of water diverted: 3,355 acre feet

Amount of water that can be recognized as beneficially used under Idaho law: 3,355 acre feet

The maximum quantity of water diverted shall not exceed 3,355 acre feet per season.

Beneficial Use: Irrigation of 10,720 acres - see attached land list

Point of diversion: NE1/4NW1/4, Sec. 8, Twp. 15 S, Rge. 41 E, B. M.

Source: Cub River

The priority date established is : February 11, 1957

A fee totaling \$ 5.00 must be received within 30 days from the date of this letter in order that we can issue you a Water License as set forth in this letter.

Very truly yours,

BOBBY D. FLEENOR
Assistant Director

BDF:DR

cc: Eastern District Office

13 2298

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	
15 S	39 E	9			8	34					8			32	38	37	32	26	215
		10						28	37	36	33	38	26	31		36	37	38	350
		11											35						35
		13	11	22	39	39	13	37	12	38	39	36	35	39	38	37	39	31	505
		14		23	36	33	35	20	39	31	39	35	24	39	26	38	35	25	478
		15	15	38	39	37	37	35	39	34	40	39	32	37	37	40	35	32	564
		16	38	33	37	39	37			39	39	7	13	26	27	15	33	34	427
		21	35	39	39	32	6			8					34	39	21	22	275
15 S		22	29	39	39	33	37	35	39	32	29	39	19	22	8	30	3		423
		23	36	38	39	29	37	32	26	39	20	7		12	30	33	22	27	427
		24	39	38	38	34	28	36	39	36	20	27	38	23	38	37	37	31	539
		25	39	39	37	39	34	25	34	39	31	6	14	28	19	39	35	26	484
		26	17	14	16	18				10	18		26	29	12	37	35	39	271
		27	4	10	12		32		23	31	34		17	35	24	26	36	33	317
		33	3			15									36	19	34	38	145
		34	5	32	28		34	34	32	27	5	22	38	37	16	2	39	39	390
109		35	32	27	39	33	34	4	16	34	30	22	9	25	37	38	31	33	444
		36	28	39	39	27	33	21	29	30	21	37	38	20	29	31	5	28	455
15 S	40 E	18						27	33		39	38	34	37		8			216
		19		13	38	32	39	33	39	40	14	39	34	31	38	29	36	38	494
		20				26		5			23		38	35		35			166
		29					35	39	39	37	39	39	32	34					294
15 S	40 E	30	36	36	38	35	27	33	16	33	35	24	33	27	37	38	36	12	496
	84	31	35	38	26	39	39	37	37	38	39	35	25	39	34	37	39	38	575
		32						38	35			31	30						134
16 S	39 E	1			16	25													41
		2							37										37
		3			12				25	36	37			28		20			158
		4			21	28				6	30		15	37	39	32			208
		9					28	19	12	2			29	14	37		9	26	176
		10						16	32			20	38						106
16 S	40 E	3							14	9	12	6							41
		4									16			22	9	30	32		109
		5							32		18	39	38	37					164
		6			14	36			28	39	34	30			37	15	12	34	279
		8		11	13	31	39	38									38	38	208
		9					21	1	12	6			22						62

264 subs

13-2298

10,720

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE

REPORT OF EXAMINER

PERMIT NO. R-1009 / 13-2298

REPORT ON PROOF OF Completion of Works & Beneficial Use

Page 40E

Page 41E

Boundary

6

5

P.D.
0

7

8

Top 158

Top 168

Q measured _____

Q recommended _____

Volume 3355 AF taken from Contour Map supplied by the Preston Whitney Inv. Co.

Acresage Found 10,720 acres

recommended 10,720 acres

Subdv. 388 366

Amendments

☒ None

☐ P.D.

☐ Place of use

☐ _____

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
15 S	39 E	9	10		5	35					5		15	30	40	30	40	40	
		10					30	40	20	40	40	40	40	40		20	40	20	
		11											2						
		13	20	30	40	40	25	5	40	40	40	40	40	40	40	40	40	40	
		14		30	40	40	15	40	40	40	40	40	40	40	40	40	40	40	
		21	40	40	40	40	40			40					40	25	2	26	
		26	40	40	40	40	40	40		40	40		40	40	40	40	40	40	
		27	40	40	40		40		40	40	40		40	40	40	40	40	40	
		33	4		20	40								40	40	40	40	40	
16 S	39 E	1			30	36													
		2							10										
		3			35	20			40	40	35			10		10			
		4			40	40				40	40	40	40	40	40	40	40	40	
		9					40	40	40	40	40	40	40	40	40		40	40	
		10						16	8			10	33						
15 S	40 E	18						10	40		35	40	40	40		6			
		19		15	40	10	40	40	40	40	40	40	40	40	40	40	40	40	
		29					20	40	40	5	20	40	40	25					
		32						25	30			35	36						
16 S	40 E	3			15				20	25	3	14							
		4									5			39	15	10	22	1	
		5							40	5	27	40	40	40					
		6			40	40			40	40	22	7			40	38	7	32	
		8		5	35	30	40	13									5	15	
		9					40	40	40	40		20							
																			6679 acres
All of Sections 15, 16, 22, 23, 24, 25, 34, 35, 36, Twp. 15 S., Rge. 39E																			5760
All of Sections 30 & 31, Twp. 15 S., Rge. 40 E.																			1280
Water has also been applied to land in Sec. 20 Twp. 15 S., Rge. 40 E. as follows:																			
25 A. in SE $\frac{1}{4}$ NE $\frac{1}{4}$; 10 A. in NW $\frac{1}{4}$ NW $\frac{1}{4}$; 30 acres in NE $\frac{1}{4}$ SW $\frac{1}{4}$; 40 A. in SW $\frac{1}{4}$ SW $\frac{1}{4}$; 40 A. in SE $\frac{1}{4}$ SW $\frac{1}{4}$; and 25 acres in NW $\frac{1}{4}$ SE $\frac{1}{4}$ or a total of																			170
Total of Acres																			13,889 "

Point of diversion is under sheet

Total Number of Acres to be Irrigated 13,889 Acres

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO
REPORT OF EXAMINER

Permit No. R-1009/13-2298

This proof is for Comp. of Works & Beneficial Use

In Water District No. _____

1. Name of applicant Preston-Whitney Irrigation Company

2. Source of water supply: Cub River

3. Location of point of diversion: Is in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 8

T. 15 S R. 41 E County of Franklin

4. Describe works as they exist, giving dimensions and capacities of same: _____

5. Water is used for: irrigation

6. State whether or not water has been turned into works of diversion: _____

7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):

All of Secs. 13, 15, 16, 22, 24, 25, 34, 35, 36, and portions of Secs. 9, 10, 11, 14, 21, 26,
27, and 33, T. 15 S, R. 39 E, B.M.

All of Secs. 30 and 31, and portions of Secs. 18, 19, 29, 32, T. 15 S, R. 40 E, B.M. & 20

Portions of Secs. 1, 2, 3, 4, 9, and 10, T. 16 S, R. 39 E, B.M.

Portions of Secs. 3, 4, 5, 6, 8, and 9, T. 16 S, R. 40 E, B.M.

total of 13,889 acres

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach? _____

Remarks: There are 10,720 irrigated acres within the boundaries
acreage was computed from ASCS main aerial photos

This examination was made on the 16th day of Sept, 1971

(Signed) Paul E. [Signature] Examiner.

myl
10-22-71

14

Preston-Whitney Irr. Co. concrete dam across channel
(Angus Condie, Secretary) of river & canal.
Preston, Idaho

Permit No. R-1009/13-2298

Examination for Comp. of Works & Beneficial Use

County Franklin

Sec. 8 T. 15S R. 41E

Quantity: 3500 a. f.

13-

Source: Cub River

P.D.: NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 8, T. 15S, R. 41E, B.M.

Use: Irrigation

Extension:

Protest:

Completion of Works:

Other Rights: decreed right from Cub River

Filed: February 11, 1957

Due: March 1, 1962

Made: March 1, 1967

Priority: February 11, 1962

INSTRUCTIONS TO EXAMINERS

1. Always carefully note the location of the point of diversion and accurately plat same.
2. When proof is for beneficial use, carefully check up the number of acres actually irrigated in each forty and accurately plat same.
3. Make a map showing the correct location of streams and ditches, and the irrigated lands, and any adjacent permanent landmarks, such as towns, lakes, large streams and public roads.
4. If any unusual conditions are discovered, make plain statement of them under remarks.
5. Always see the holder, if possible, and go over the whole ground with him and make your report only upon actual existing facts and conditions.
6. Give general characteristics of soils, topography, and crops raised.

November 6, 1968

RE: Preston-Whitney Canal Company

O. R. Baum
Attorney at Law
Pocatello, Idaho 83201

Dear Mr. Baum:

A check of our records failed to show the filing by affidavits, 1882, 85 second feet. The details of the other filings are as follows:

- 1 License R-364 Worm Creek Reservoir
Point of diversion, SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 8, T 15 S.,
R 40 East, B.M. Amount 6000 A.F., 215 c.f.s.
Priority of 12-15-24
- 2 License R-793 Cub River
Point of diversion, SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 20, T 15 S.,
R 40 East, B.M. Amount 2407.5 A.F.
Priority of 6-30-47
- 3 Permit R-1009 Cub River
Point of diversion, NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 13, T 15 S.,
R 39 East, B.M. Amount 3500 A.F.
Priority of 2-11-57 Needs examination B/U
- 4 Permit 13-2108 (16174) Same as R-364
215 c.f.s. Priority of 1-1-29

Also enclosed are copies of the decrees on Cub River and Worm Creek. These may be of some help in your research. We have no record of a merger between the Preston-Whitney and Worm Creek Canal Companies.

The fee for these copies is 75¢ which you may remit to our office.

Very truly yours,

M. RUSSELL BOSCH
Administrative Assistant

R-1009

November 6, 1968

RE: Preston-Whitney Canal Company

O. R. Baum
Attorney at Law
Pocatello, Idaho 83201

Dear Mr. Baum:

A check of our records failed to show the filing by affidavits, 1882, 85 second feet. The details of the other filings are as follows:

- 1 License R-364 Worm Creek Reservoir
Point of diversion, SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 8, T 15 S.,
R 40 East, B.M. Amount 6000 A.F., 215 c.f.s.
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Priority of 6-30-47
- 3 Permit R-1009 Cub River
Point of diversion, NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 13, T 15 S.,
R 39 East, B.M. Amount 3500 A.F.
Priority of 2-11-57 Needs examination B/U
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215 c.f.s. Priority of 1-1-29

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The fee for these copies is 75¢ which you may remit to our office.

Very truly yours,

M. RUSSELL BOSCH
Administrative Assistant

R-1009

RECEIVED

Report of

*File
Re: R-1009*

November 12, 1968

Department of Reclamation
Statehouse - Annex 2
Boise, Idaho 83707

Gentlemen:

Re: Preston-Whitney Canal Company

Herewith check in the amount of 75¢ to cover your
fee for copies sent to this office November 6, 1968
in the above matter.

*Law
Offices
O. R. Baum
and
Ben Peterson
Pocatello
Idaho
83201*

*John B. Hugler
Associate*

Very truly yours,

O. R. BAUM
O. R. BAUM

*ack #2317
mailed
11-13-68*

R-1009

RECEIVED

NOV 6 1968

Department of Reclamation

November 5, 1968

Mr. R. Keith Higginson
State Reclamation Engineer
State of Idaho
State House
Boise, Idaho

Dear Mr. Higginson:

The Preston-Whitney Canal Company made the following filings:

- (1) By affidavits, 1882, 85 second feet;
- (2) 1929, Permit R364, 6,000;
- (3) 1929, 16174, 215 c.f.s., Cub River;
- (4) 1947, Reservoir Permit R793-2-407 acre feet;
- (5) 1957, R-1009, 3,500 acre feet.

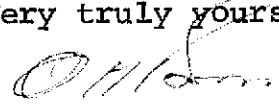
I would be pleased to have you give me the details of each of these filings.

There is the Preston, Riverdale and Mink Creek Canal Company and then the Worm Canal Company, and last week a number of fellows were in and stated there had been a merger of Worm Creek and Preston-Whitney. I cannot find the corporate books. These fellows mentioned the Mink Creek - Riverdale.

Ofcourse you are acquainted with the decree that was entered which was before us at the time you were in Preston on the Preston application. What I would like to have you do, if time permits, is to give me a ring and provide a run-down on the waters of Worm Creek, Cub Creek and Reservoir filings.

If you have any records that indicate a merger for take over by Preston-Whitney and the Worm Creek Canal Company, please give me the information that you may have.

Very truly yours,


O. R. BAUM

ORB:ge

*Law
Offices
C. R. Baum
and
Ben Peterson
Pocatello
Idaho
89201*

*John B. Hugler
Associate*

R-1009

March 9, 1967

Re: Permit No. R-1009

Preston-Whitney Irrigation Company
Angus Condie, Secretary
Preston, Idaho

Gentlemen:

We acknowledge receipt of the depositions of holder and two witnesses, also affidavit of publication in the Preston Citizen, all submitted in proof of completion of works and beneficial use on Permit No. R-1009.

Before final action is taken in the matter, the law requires that a field examination be made by an engineer from this department.

We cannot tell just when this examination will be made, but our field engineer will try to contact you at the time he makes the examination so that arrangements may be made to show him over the grounds.

Very truly yours,

M. Russell Bosch
Office Manager

MRB:rw

R-1009

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
Boise, Idaho
Permit No. R 1009

RECEIVED
MAR 6 1967
Department of Reclamation

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

and Completion of Works

DEPOSITION OF HOLDER

Ques. 1. State your name, residence occupation and postoffice address: _____

Angus Condie, Preston, Idaho, Secretary Preston-Whitney Irrigation Co.

Ques. 2. If acting in behalf of corporation, state its name, principal place of business (if foreign corporation, give name of postoffice of statutory agent), your position with reference to same, and your authority for appearing in its behalf:

PRESTON-WHITNEY IRRIGATION COMPANY, Preston, Idaho
By authority of the Board of Directors.

Ques. 3. State number, approval date of permit, and date of priority: _____

R 1009 March 1, 1957

Feb. 11, 1957

Ques. 4. State source of water supply: Cub River

Give location of point of diversion, showing subdivision, section, township and range

NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of section 8, Twp. 15 S, Range 41 E B.M.

Ques. 5. Describe your works of diversion: Concrete barrier across channel of
river and canal

_____ ; state amount of water they are capable of con-

veying from point of diversion to place of use: 140 C.F.S. ; Give name of canal or ditch

or other works by which water is conducted to such place of use: filling canal

_____ ; if a well, state depth of well _____ ; depth and size of

casing _____ ; depth to water _____ ; if pump is used,

state discharge of pump: _____ ; tell how it was measured or determined _____

_____ ; if sprinkler irrigation, give number and size

of nozzles and operating pressure: _____

Ques. 6. State for what purpose water is used: irrigation

(If for irrigation, name each subdivision in which used and number of acres in each subdivision that have actually been irrigated with said water:

Sections 9, 10, 11, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 33, 34, 35, 36, of
Twp. 15S Range 39E. BM. Sections 18, 19, 20, 29, 30, 31, 32 of Twp. 15S.
Range 40E. BM. Sections 3, 4, 5, 6, 8, 9, Twp. 16S. Range 40E. BM.

A total of 13,889 acres irrigated.

Exam Typed
July 24, 1960
Christine McMillan

R-1009

W

State nature of all improvements which have been made as a direct result of said use:

More adequate water supply for late water users.

Ques. 6-a: If this is a ground water permit, give name and address of person that drilled the well: _____

Ques. 7. If for other than irrigation purposes, show full legal description of place of use and state purpose for which water is used:

Ques. 8: If you are not the person or representative of the corporation to whom above mentioned permit was originally issued, please state how ownership was acquired by present holder:

Quest. 9: State when and in what amount the water diverted under above mentioned permit has been first used: 1962 1000 AF - Time used since first use:

1963 2000AF, 1964, 65, 66, capacity of reservoir, (3500 AF)

Ques. 10. Describe all other water rights appurtenant to same place of use: _____

69.9C.F.S. and 85 C.F.S. Cub River Priority 1882

Permit No. R-364 Priority Dec. 15, 1924 6000 AF storage

Permit No. R-793 Priority Aug. 1947 2400 AF storage

(sign) _____

I hereby certify that the foregoing testimony was read to the above subscribed, before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me, at my office in

Preston, _____, County of Franklin

State of Idaho, on this 1st day of March, A. D. 19 67.

My commission expires: April 5, 1969

Notary Public, Preston, Idaho

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

Boise, Idaho

Permit No. R 1009

RECEIVED
MAR 6 1967
Department of Reclamation

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

and Completion of Works

DEPOSITION OF WITNESS

The deposition of two witnesses on this form, taken separately, required in each case.

Ques. 1 State your name, age, residence, occupation and postoffice address:

Marion H. Bennett, age 55, Preston, Idaho. Farmer

Ques. 2 Are you acquainted with Preston Whitney Irrigation Co., the holder of Permit No. R 1009? How long have you known him and where does he reside?

22 years, Preston, Idaho

Ques. 3. Have you read or heard said Permit No. R-1009 read, and are you familiar with its provisions and conditions: Yes x No.

Ques. 4. State source of water supply: Cub River

Give location of place of diversion, showing subdivision, section, township and range
NE $\frac{1}{2}$ of NW $\frac{1}{4}$ of section 8, Twp. 15S Range 41E. BM.

Describe works for conveying water to place of use: Concrete barrier across channel of river and a canal

Ques. 5. How many second feet of water do you estimate said works will safely conduct to place of use: 140 c.f.s. How much water have you seen being so conveyed? 125 c.f.s.

Ques. 6 If for irrigation, show number of acres irrigated in each subdivision, giving full legal description:

Sections 9, 10, 11, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 33, 34, 35, 36 of
Twp. 15S Range 39E. BM. Sections 18, 19, 20, 29, 30, 31, 32 of Twp. 15S.
Range 40E. BM. Sections 3, 4, 5, 6, 8, 9, Twp. 16S. Range 40E. BM.
A total of 13,889 acres irrigated.

R-1009

Ques. 7. If for other than irrigation purposes, show full legal description of place of use, and state purpose for which water is used.

Ques. 8. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation.

Ques. 9. Have you any ownership interest in the works, water or lands above mentioned? If so, in what way and to what extent? None

Ques. 10. When did you first see this water used? Twenty-two years ago.

Other times you have seen such use: Continuously since that time.

(Signed):

Walter H. Bennett

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in

Preston,, County of Franklin,, State of Idaho, on this 2st day of March, A. D. 19 67

[Signature]

Notary Public for the State of Idaho

Residing Preston, Idaho

My commission expires April 5, 1969

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

Boise, Idaho

Permit No. R 1009

* * * * *

RECEIVED
MAR 8 1967

Department of Reclamation

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

and Completion of Works

DEPOSITION OF WITNESS

The deposition of two witnesses on this form, taken separately, required in each case.

Ques. 1 State your name, age, residence, occupation and postoffice address:

Marlowe B. Funk, age 63, Preston, Idaho, Franklin County Assessor, Preston, Idaho

Ques. 2 Are you acquainted with Preston Whitney Irrigation Co., the holder of Permit No. R 1009? How long have you known him and where does he reside?

20 years, Preston, Idaho

Ques. 3. Have you read or heard said Permit No. R-1009 read, and are you familiar with its provisions and conditions: Yes ☒ No. ☐

Ques. 4. State source of water supply: Cub River

Give location of place of diversion, showing subdivision, section, township and range
NE $\frac{1}{2}$ of NW $\frac{1}{4}$ of section 8, Twp. 15S Range 41E. BM.

Describe works for conveying water to place of use: Concrete barrier across channel of river and a canal

Ques. 5. How many second feet of water do you estimate said works will safely conduct to place of use: 140 c.f.s. How much water have you seen being so conveyed? 125 c.f.s.

Ques. 6 If for irrigation, show number of acres irrigated in each subdivision, giving full legal description:

Sections 9, 10, 11, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 33, 34, 35, 36 of
Twp. 15S Range 39E. BM. Sections 18, 19, 20, 29, 30, 31, 32 of Twp. 15S.
Range 40E. BM. Sections 3, 4, 5, 6, 8, 9, Twp. 16S. Range 40E. BM.
A total of 13,889 acres irrigated.

R 1009

Ques. 7. If for other than irrigation purposes, show full legal description of place of use, and state purpose for which water is used.

Ques. 8. (If for irrigation) state character of land that has been reclaimed, and give your estimate of the amount of water required for its profitable cultivation.

Ques. 9. Have you any ownership interest in the works, water or lands above mentioned? If so, in what way and to what extent? None

Ques. 10. When did you first see this water used? Many years, over 20.

Other times you have seen such use: _____

(Signed):

Marlowe B. Funk

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in _____

Preston, County of Franklin, State of Idaho, on this 1st day of March, A. D. 1967

[Signature]

Notary Public for the State of Idaho
Residing Preston, Idaho

My commission expires April 5, 1969

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO,

ss.

County of Franklin

Idaho State Reclamation

Wayne D. Bell
being duly sworn,

deposes and says:

That he is the *Co-published* of

THE PRESTON CITIZEN, a weekly newspaper published at Preston, in the County of Franklin and State of Idaho; that said paper has been and is in general circulation in the county aforesaid, and in the vicinity of Preston; that the advertisement, a copy of which is attached hereto, was published in said newspaper once a week for

four consecutive weeks in the regular and entire issue of said paper during the period and time of publication, and was published in the newspaper proper and not a supplement; that said paper has been established and regularly published for more than seventy-eight consecutive weeks prior to the date of first publication of said advertisement.

Such notice was published in the issue beginning with

February 2, 19 *67*, and ending

with the issue of *February 23*, 19 *67*.

Wayne D. Bell

Fees, \$ *11.96*

Subscribed and sworn to before me this *23rd* day

of *February*, 19 *67*.

Beverly W. Mortensen

Notary Public, Residing at Preston, Idaho

My Commission Expires *Dec*, 19 *68*.

NOTICE FOR PUBLICATION NOTICE OF PROOF APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that on the 1st day of March, 1967, at Preston, County of Franklin, State of Idaho, L. Swenson, Preston, Idaho, proof will be submitted of the application to beneficial use of 3500 acre feet of the waters of Cub River in accordance with the terms and conditions of Permit No. R1009 heretofore issued by the Department of Reclamation of the State of Idaho.

The name and post office address of the person or corporation holding said permit Preston Whitney Irrigation Co., Preston, Idaho.

The use to which said water has been applied is irrigation.

The amount applied to beneficial use is 3500 acre feet.

The point of diversion of said water is in the NE 1/4 of NW 1/4 of section 8, Township 15S, Range 41 E BM.

The place where said water is used (LEGAL DESCRIPTION) Sections 9, 10, 11, 13, 14, 15, 16, 21, 22, 24, 25, 26, 27, 33, 34, 35, of Twp. 15S Rg. 39E BM, Sections 1, 2, 3, 4, 9, 10 Twp. 16S Range 39E BM. Sections 18, 19, 20, 29, 30, 31, 32, of twp. 15S Range 40 E. BM. Sections 3, 4, 5, 6, 8, 9, Twp. 16S Range 40 E. BM.

The date of priority which said user is prepared to establish is February 11, 1957.

R. KEITH HIGGINSON
State Reclamation Engineer
Legal No. 1164-Pub. February 2, 9, 16, 23, 1967.

R-1009

January 18, 1967

Re: Permit No. R-1009

Preston Citizen
Preston, Idaho

Gentlemen:

Enclosed you will find a legal notice which we wish to have published for four consecutive weeks prior to March 1, 1967. The expense of the publication is to be paid by Angus Condie, Preston Whitney Irrigation Company of Preston, Idaho, to whom you should furnish proof of publication on or prior to the above date.

Please acknowledge receipt of this notice and furnish this office with a copy or tear sheet of the notice for checking at least one week prior to the first publication.

Very truly yours,

M. Russell Bosch
Office Manager

MRB:nw

R-1009

THE PRESTON *Citizen* RECEIVED

Phone 852-0155

Published Thursdays

JAN 23 1967

PRESTON, IDAHO

Department of Reclamation

Gentlemen:

Attached herewith is a copy of the legal notice that is currently running in The Citizen. According to our records the notice is scheduled to run until _____. If there are any errors in the copy, would you please notify us immediately by marking this copy and returning it to the office, so that corrections can be made before the notice runs again. For your information the charge for running the notice will be _____. This is not a proof of publication.

Sincerely Yours,

The Preston Citizen

HOLD FOR FEB. 2
NOTICE
FOR PUBLICATION *mt*
NOTICE OF PROOF
APPLICATION OF WATER
TO BENEFICIAL USE

Notice is hereby given that on the 1st day of March, 1967, at Preston, County of Franklin, State of Idaho, before C. L. Swenson, Preston, Idaho, proof will be submitted of the application to beneficial use of 3500 acre feet of the waters of Cub River in accordance with the terms and conditions of Permit No. R1009 heretofore issued by the Department of Reclamation of the State of Idaho.

The name and post office address of the person or corporation holding said permit Preston Whitney Irrigation Co., Preston, Idaho

The use to which said water has been applied is irrigation.

The amount applied to beneficial use is 3500 acre feet.

The point of diversion of said water is in the NE 1/4 of NW 1/4 of section 8, Township 15S, Range 41E BM.

The place where said water is used (LEGAL DESCRIPTION) Sections 9, 10, 11, 13, 14, 15, 16, 18, 21, 22, 23, 24, 25, 26, 27, 32, 34, 35, 36 of Twp. 15S Rg. 39E BM. Sections 1, 2, 3, 4, 9, 10 of Twp. 16S Range 39E BM. Sections 18, 19, 20, 29, 30, 31, 32 of twp. 15S Range 40E BM. Sections 3, 4, 5, 6, 8, 9 Twp. 16S Range 40E BM.

The date of priority which said user is prepared to establish is February 11, 1957.

R. KEITH HIGGINSON
State Reclamation Engineer
Legal No. 1164—Pub. February 2, 9, 16, 23, 1967.

Permit - No. R-1009
Preston-Whitney Irr. Co.

R-1009

RECEIVED
JAN 17 1967

NOTICE FOR PUBLICATION
NOTICE OF PROOF APPLICATION OF WATER
TO BENEFICIAL USE

Department of Reclamation

Notice is hereby given that ~~at~~ ~~the~~ on the 1st day of March, 1967,
at Preston, County of Franklin, State of Idaho, before
C.L. Swenson, proof will be submitted of the
application to beneficial use of 3500 ~~acre~~ acre ~~feet~~ feet of the waters of
Cub River in accordance with the terms and conditions of
Permit No. R1009 heretofore issued by the Department of Reclamation of the State of
Idaho.

The name and post office address of the person or corporation holding said permit
Preston Whitney Irrigation Co. Preston, Idaho

The use to which said water has been applied is irrigation

The amount applied to beneficial use is 3500 acre feet

The point of diversion of said water is in the NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of section 8,

Township 15S, Range 41 E BM

The place where said water is used (LEGAL DESCRIPTION) Sections 9,10,11,13,14,
15,16,21,22,23,24,25,26,27,33,34,35,36 of Twp.15S Rg.39E.BM. Sections 1,2,
3,4,9,10 of Twp.16S Range 39E BM. Sections 18,19,20,29,30,31,32, of twp.
15S Range 40 E. BM. Sections 3,4,5,6,8,9, Twp.16S Range 40 E. BM.

The date of priority which said user is prepared to establish is

Feb. 11, 1957

March 2, 1957

State Reclamation Engineer

R-1009

mt

RECEIVED
JAN 17 1967

Department of Reclamation

NOTICE TO ACCOMPANY THIS LETTER MUST BE MADE IN DUPLICATE

(Date) January 16, 1967

(P. O.) Preston, Idaho

TO THE STATE RECLAMATION ENGINEER

Boise, Idaho

Dear Sir:

You are hereby authorized to have the attached notice published
at my expense in the Preston Citizen of
Preston, Idaho Published in
the county in which the works are situated.

PRESTON WHITNEY IRRIGATION CO.

Angus Cordie
Secretary- Treasurer

(In case of canals or other works designed to divert and
carry more than 50 cubic feet of water per second, the following certificate
must be signed by a well known and competent engineer)

I hereby certify that the facts set forth in the attached
notice are true.

Engineer

2-1009

~~XXXXXXXXXX~~

January 18, 1967

Re: Permit No. R-1009

Preston Whitney Irrigation Company
Preston, Idaho

Gentlemen:

This acknowledges the Notice of Proof of Completion of Works and Application of Water to Beneficial Use under Permit No. R-1009. The proofs are to be made ~~at~~ ~~subscribed~~ on the 1st day of March, 19 67 before C. L. Swenson Preston, Idaho, Notary Public.

As of this date, we have mailed the Notice to the Preston Citizen, with instructions to publish it once a week for four consecutive weeks prior to the date set for final proof then mail the Affidavit of Publication and statement of costs to you.

It is important that the enclosed depositions be executed by you and two disinterested witnesses who are familiar with the terms of the permit and the work done thereunder, at the place, on the date, and at the time and before the Notary, as advertised. It is very important and necessary that each question be answered in detail.

In returning the depositions to this office, be sure that all copies have been signed, the Notary's seal has been placed on each and that all depositions, (holder and two witnesses) are being returned. Also be sure to enclose the AFFIDAVIT OF PUBLICATION

Very truly yours,

MRB:rw

M. Russell Bosch
Office Manager

Encl.

cc: Notary

R-1009

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

Re: Permit No. R-1009

Date: Jan. 4, 1967

Preston Whitney Irrigation Co.
Preston, Idaho
Attn: Angus Condie, Sec.

Dear Mr. Condie:

The date for proof of application of water to beneficial use, as set out under the terms of Permit No. R-1009 is due not later than **March 1, 1967**. If by this date you are not prepared to make this proof, you may make it at a later date, however, your priority will be advanced the same length of time for which the proof is late.

Before this proof can be made, the statutory requirement is that a notice of your intention of proof be published once a week for four consecutive weeks in a newspaper within the county.

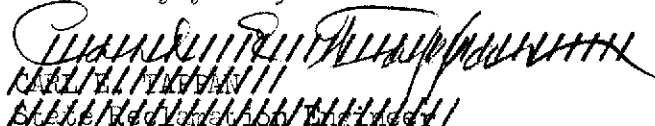
We enclose Form 10, in duplicate, which is to be filled in and returned to this department at least forty (40) days before the above mentioned date and/or before the time you intend to make proof. This form, in duplicate, is to include the time of day, the date, the name of the town, the address of the Notary Public before whom you will appear to make the depositions of proof (this may be at any place that is convenient for you and two witnesses), the quantity of water, for what purpose it is used, the point or points of diversion and the location of use, or lands which are irrigated -- by legal land description. Descriptions should be taken from your Permit, including any amendments thereto, as recorded in this department. If changes have been made and no amendments are on record, we advise that you request a form for this purpose before your notice is published, or you may have to readvertise and complete another set of proof forms.

Also enclosed is Form 11, which is authorization for us to have the notice published in the designated county newspaper, at your expense. This is to be returned with Forms 10.

At the time we send the notice to the newspaper we will send to you the forms for the depositions of holder and two disinterested witnesses. It is important that the depositions be executed at the time, on the date set, and at the place named, before the Notary Public, as advertised in the publication notice.

The amount of water allowed in a license cannot be more than is actually produced and measured and put to beneficial use, and cannot be more than the statutory amount allowable per acre of land actually found by field inspection to have been irrigated at the time of proof.

Very truly yours,


CARL E. JOHNSON
DEPARTMENT OF RECLAMATION

Enc. Form 10 and 11

R-1009

October 9, 1963

RE: Permit No. R-1009

Mr. J. V. Jensen, President
Preston-Whitney Irrigation Company
Preston, Idaho

Dear Mr. Jensen:

Our engineer's report on his inspection of proof of Completion of Works under the terms of Permit No. R-1009 shows the reservoir is capable of storing 3500 acre feet of water for irrigation of approximately 13,889 acres.

Upon receipt of the statutory fee of \$6.20, \$5.00 for the first 2500 acre feet and \$.30 for each additional 250 acre feet, we will issue the Certificate of Completion of Works with the point of diversion in the NE¹/₄, Sec. 13, T. 15 S., R. 39 E., B.M. for irrigation of approximately 13,889 acres in Secs. 9, 10, 11, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 33, 34, 35, 36, T. 15 S., R. 39 E., B.M.; Secs. 1, 2, 3, 4, 9, 10, T. 16 S., R. 39 E., B.M.; Secs. 18, 19, 20, 29, 30, 31, 32, T. 15 S., R. 40 E., B.M.; Secs. 3, 4, 5, 6, 8, 9, T. 16 S., R. 40 E., B.M.

Very truly yours,

CARL E. TAPPAN
State Reclamation Engineer
By

(Mrs.) Edna P. Rule
Chief Clerk

EPR:msr

R-1009

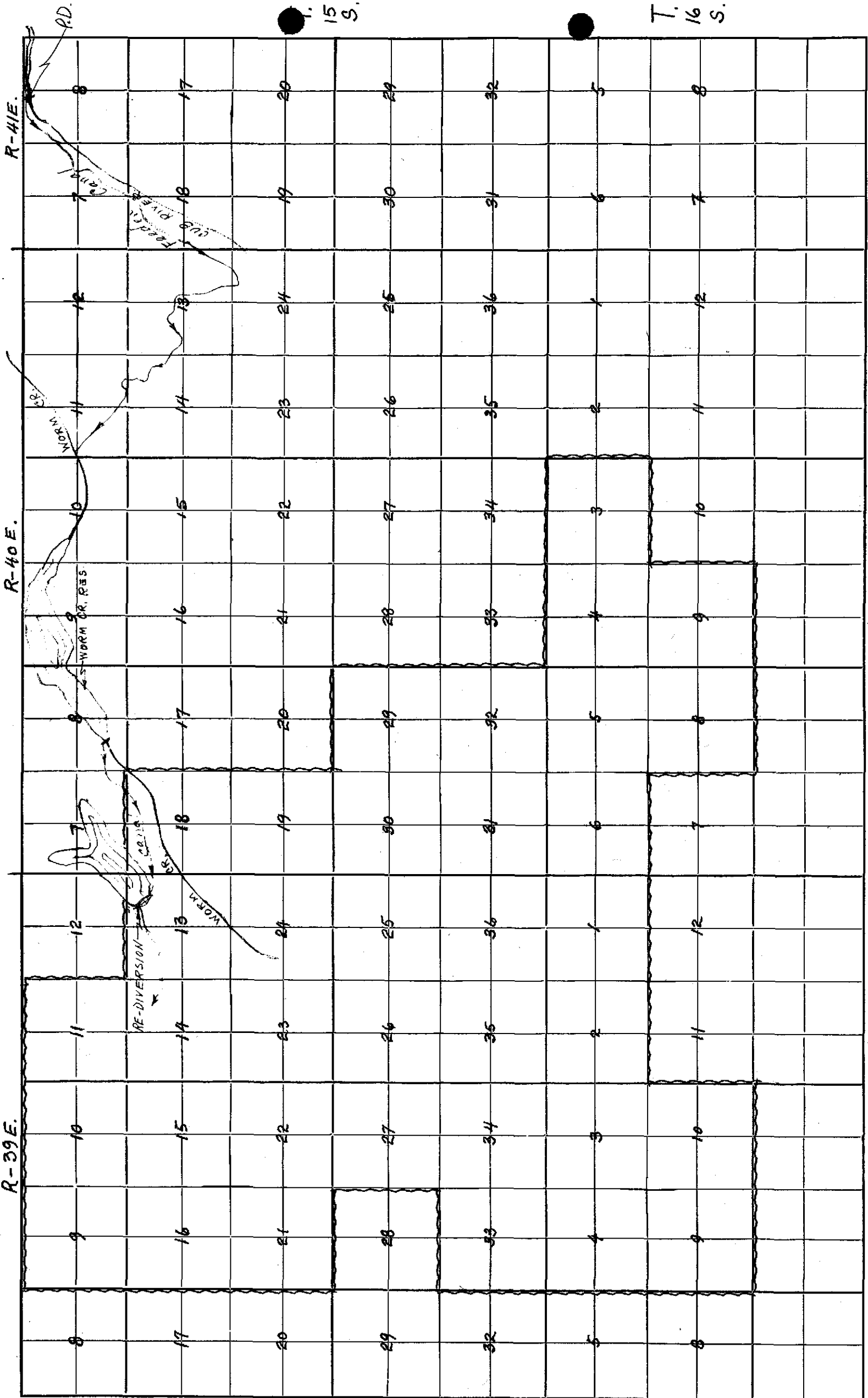
STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE

REPORT OF ENGINEER

PERMIT NO. R-1009

REPORT ON PROOF OF Completion of Works
Preston-Whitney Irrigation Company
Preston, Idaho

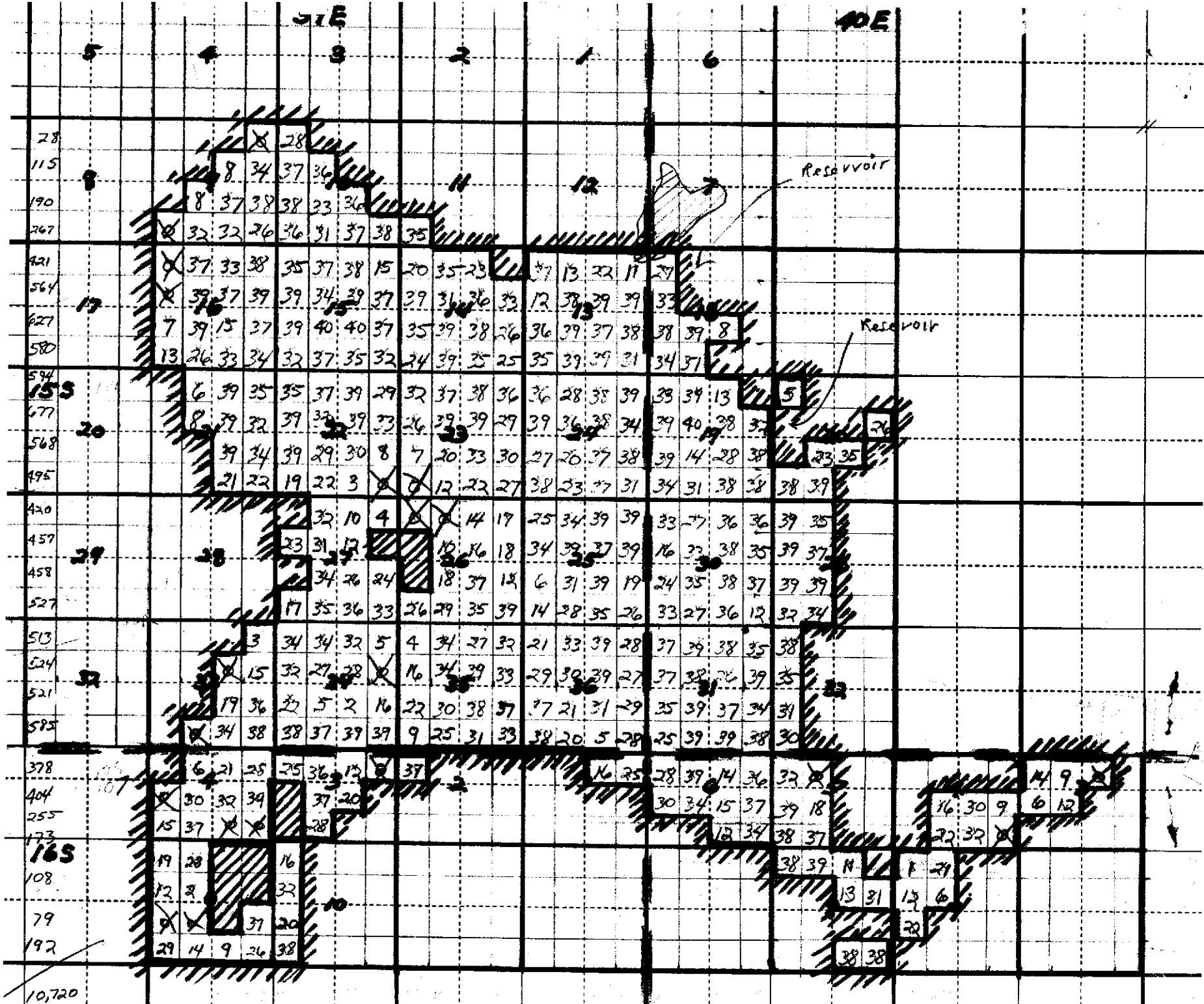
R-1009



Scale: 2 Inches Equals 1 Mile. Draw Map In Ink.

T. 15 S.

T. 16 S.



"Preston - Whitney Irrigation Company"
"13-2298"

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO
REPORT OF ENGINEER

Permit No. R-1009This proof is for Completion of Works In Water District No. _____1. Name of applicant Preston-Whitney Irrigation Company,2. Source of water supply: Cub River3. Location of point of diversion: Is in the NE $\frac{1}{4}$ of Section 8T. 15 S. R. 41 E.B.M. County of Franklin 8

4. Describe works as they exist, giving dimensions and capacities of same:

5. Water is used for: Irrigation6. State whether or not water has been turned into works of diversion: yes

7. List legal subdivisions of lands to be irrigated. If proof is for beneficial use, give exact number of acres under cultivation in each forty-acre tract. (Describe manner and place of use if other than irrigation):

✓ Sections 9, 10, 11, 13, 14, 21, 26, 27, 33, - Twp. 15 S., R. 39 E.;

✓ Sections 1, 2, 3, 4, 9, & 10, Twp. 16 S., R. 39 E.,

✓ Sections 18, 19, 29, & 32, Twp. 15 S., R. 40 E.,

✓ Sections 3, 4, 5, 6, 8, & 9, Twp. 16 S., R. 40 E., Totalling 6,679 acres

✓ All of Sections 15, 16, 22, 23, 24, 25, 31, 35, & 36, Twp. 15 S., R. 39 E. - 5760 acres

✓ All of Sections 30 & 31, Twp. 15 S., R. 40 E., 1280 acres;

✓ Water has also been applied to land in Sec. 20, Twp. 15 S., R. 40 E., - 170 acres,

Total of Acres - 13,889 *approximate but within the project*

(Submit map on attached plat, showing location and details of above description.)

8. What large stream would the water here appropriated finally reach? see attachedRemarks: location map.This examination was made on the 1st day of October, 1963

(Signed)

Carl E. Tappan
Examiner.

R-1009

J. V. Jensen, President
Preston-Whitney Irrigation Company
Rt. #1, Preston, Idaho
Permit No.R-1009

Examination for Completion of Works

County Franklin

Sec. 13 T. 15 S. R. 39 E. B.M.

Quantity: 3500 A.F.

Sources: Lusk River

P.D.: NE⁴ Sec. 13, T. 15 S. - R. 39 E. B.M.

Use: Irrigation

Filed: Feb. 11, 1957

C/N: 3-1-62

Due: 3-1-67

Extension: —

Completion of Works: —

Other Rights: Lusk River right of '82
during irrigating season and
additional rights during high water.
License 10/174 for 25 a.c. from
Lusk River-precinct 14-29.

INSTRUCTIONS TO EXAMINERS

1. Always carefully note the location of the point of diversion and accurately plat same.
2. When proof is for beneficial use, carefully check up the number of acres actually irrigated in each forty and accurately plat same.
3. Make a map showing the correct location of streams and ditches, and the irrigated lands, and any adjacent permanent landmarks, such as towns, lakes, large streams and public roads.
4. If any unusual conditions are discovered, make plain statement of them under remarks.
5. Always see the holder, if possible, and go over the whole ground with him and make your report only upon actual existing facts and conditions.
6. Give general characteristics of soils, topography, and crops raised.

RECEIVED
OCT 9 1963

Department of Reclamation

Preston, Idaho
March 17, 1962

Department of Reclamation

Mr. Carl E. Tappan,
Assistant State Reclamation Engineer
Dept. of Reclamation
Boise, Idaho

Re: Preston Whitney Irr. Co.
completion of works

Dear Mr. Tappan:

The Preston Whitney Irrigation Co. has installed a large concrete type Parshall Flume about one fourth mile below the diversion dam on Cub River. There is a waste gate at the Parshall Flume so that excess water may be returned to the river channel at this point.

The irrigation company also has another diversion point on the Cub River. This is lower down and is the diversion point used by the original Cub River Irrigation Co. The water diverted here is for stream flow use only and not for storage. They have a eight foot Cipoletti weir at this point for measuring the water. It is also set in concrete. Both have staff gauges and are in good repair.

I shall be glad to show you these facilities at any time or to supply you with any other necessary information.

Sincerely yours,

Victor Peterson

Victor Peterson, Watermaster
Water District # 5H

P-1009

21

March 6, 1962

Re: Permit No. R-1009

Mr. J. V. Jensen, President,
Benton-Murray Irrigation Company,
Benton, Idaho.

Dear Mr. Jensen:

We acknowledge receipt of the depositions of holder and two witnesses, also affidavit of publication in the Benton Bulletin, all submitted in proof of completion of works and compliance on Permit No. R-1009.

Before final action is taken in the matter, the law requires that a field examination be made by an engineer from this department.

We cannot tell just when this examination will be made, but our field engineer will try and contact you at the time he makes the examination so that arrangements may be made to show him over the grounds.

Very truly yours,

GEO. N. CARTER
State Reclamation Engineer

By:

(Mrs.) Edna P. Rule
Chief Clerk

EPR: gsk

Engineer's Report made & given to Mr. Carter: 3/6/62
R-1009

Permit No. R-1009

MAR 2 1960

Department of Re

Proof of Completion of Works

DEPOSITION OF HOLDER

Ques. 1. State your name, residence, occupation and postoffice address.

Ans. J. V. Jensen, Preston, RFD 1, Idaho, occupation farmer.

Ques. 2. If acting on behalf of a corporation, state its name, principal place of business, your position with reference to same, and your authority for appearing in its behalf.

Ans. Preston-Whitney Irrigation Company, Preston, Idaho, President of Company, duly authorized to make this proof

Ques. 3. State number and date of permit, acre feet of water you claim for storage, and source of same.

Ans. March 1, 1957 R. 1009 3500 Acre feet of water from Cub River

Ques. 4. Under terms of permit construction was required to be completed by March 1, 1962.

Ques. 5. Construction was actually completed on the date of May 1, 1960.

Ques. 6. Does the construction fully comply with the specifications? yes

Ques. 7. Of what material was the dam built? compacted clay with a concrete outlet

Ques. 8. State whether or not the water has been turned into your reservoir, and if so, when and to what extent.

Ans. 1960 filled one third, 1962 filled two thirds

Ques. 9. The capacity of the reservoir is 3500 acre feet.

Ques. 10. The area of the high water line of the reservoir is 145 acres.

Ques. 11. The height of the dam above bottom of reservoir is 80 feet, above low water is 70 feet.

Ques. 12. The dimensions of the spillway are there is none and the bottom of the spillway is feet below the top of the dam.

Ques. 13. Dimensions of the reservoir outlet are 42 inch pipe

Ques. 14. Describe the gate and control unit.

Ans. The reservoir has what is known as a Wet Well control gates. There are two steel gates, one 42", the other a by pass gate of 12 inches.

Ques. 15. The reservoir outlet is made of steel pipe encased in reinforced concrete.

Ques. 16. Is the reservoir filled through a feeder canal? yes

Ques. 17. If so, where is the point of diversion for same?

Ans. NE 1/4 NW 1/4 Section, 8 Twp. 15S Range 41 E

Ques. 18. Does the feeder canal comply with the specifications in the permit? yes

Ques. 19. If not, explain

Ques. 20. Cost of constructing feeder canal? \$ 90,000 Cost of reservoir? \$ 140,000.00

Ques. 21. State whether or not the works from reservoir outlet to place of use are fully completed, and whether or not they comply with the specifications in permit. If not, explain.

Ans. yes

Ques. 22. Water has (has not) been delivered to place of intended use? has been

Ques. 23. Give description of dam, state dimensions, and give slope of face both upstream and downstream. Also method and material for protecting against wave action.

Ans. 75 feet high, 700 feet long, 390 feet wide at bottom, 16 feet wide at top, slope 3 to 1 upside, 2 to 1 downstream. Rip rapped to protect against wave action.

Ques. 24. State the purpose for which the water is to be used and give the place of use, and if for irrigation, state the number of acres, and give the legal description of same.

Ans. Irrigation of approximately 9000 acres in Sections 9, 10, 11, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 33, 34, 35, and 36, Tp. 15 S., Range 39 E. B. M. Sections 1, 2, 3, 4, 9, 10, in Tp. 16 S. Range 39 E. B. M. Sections 18, 19, 20, 29, 30, 31, 32, Tp. 15 S. Range 40 E. B. M. Sections 4, 5, 6, 8, and 9 Tp. 16 South, Range 40 E. B. M.

(Sign here) J. V. Jensen

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me in Preston, County of Franklin, State of Idaho, on this first day of March, A. D. 1962.

R. A. Bondce

Notary Public

My commission expires Nov. 29, 1962

RECEIVED

MAR 2 1962

The Depositions of two Witnesses, in this form, taken separately, required in each case.

Department of Reclamation

Permit No. R-1009

Proof of Completion of Works

DEPOSITION OF WITNESS

Ques. 1. State your name, residence, occupation and postoffice address.

Ans. Elvin J. Cutler, residence Preston, Idaho, occupation teacher.

Ques. 2. Are you acquainted with Preston-Whitney Irr. Company, the holder of Permit No. R-1009, authorizing the storage of 3500 acre feet of the waters of Cub River which is tributary to Bear River, in the County of Franklin, State of Idaho? How long have you known him, and where does he reside?

Ans. Yes. Ever since company was organized.

Ques. 3. Have you read or heard read said Permit? R-1009 Are you familiar with its terms and conditions? Yes

Ques. 4. Of what material and how has the dam been constructed?

Ans. Compacted clay with concrete outlet

Ques. 5. Is the reservoir fully constructed? yes Has water been turned into it? yes And to what extent? 1960 one third filled; 1961 filled two thirds

Ques. 6. Where is the point of diversion of the feeder canal?

Ans. NE ¼ NW ¼ Section 8, Township 15 S. Range 41 E. B. M.

Ques. 7. The outlet of the reservoir is located in the NE ¼ NE ¼ Section 13 Twp. 15 S. Range 39 E. B. M.

Ques. 8. Describe the spillway.

Ans. noneQues. 9. How much below the top of the dam is the bottom of the spillway? none Ft.Ques. 10. State the dimensions of the outlet for the reservoir 3.5 feet x 3.5 feetQues. 11. Of what material is the outlet made? ConcreteQues. 12. How is the outlet gate operated? Mechanically

Ques. 13. Of what material has the dam been constructed? Compacted clay with concrete outlet

Ques. 14. Are the works from the reservoir to place of use fully completed? yes

Ques. 15. Describe these works as they now exist, and give your estimate of their capacity.

Ans. A canal of 100 c.f.s. capacity

Ques. 16. For what purpose is the water to be used?

Ans. Irrigation

R-1009

Ques. 17. If for irrigation purposes, are you acquainted with the land to be irrigated?.....yes

How much water is required for its profitable cultivation?

Ans. This is supplemental water and all of it is needed for irrigation of approximately 9000 acres.

Ques. 18. Give the legal description of the land to be irrigated, or the place of use.

Ans. In Sections 9, 10, 11, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 34, 33, 35 and 36, Tp. 15 S. R. 39 East; Sections 1, 2, 3, 4, 9, 10, in Tp. 16. S., R 39 E. B. M.; Section 18, 19, 20, 29, 30, 31, & 32, Tp. 15 S. Range 40 E. B. M. Sec. 4, 5, 6, 8, 9 in Tp. 16 South, Range 40 E. B. M.

(Sign here)

Ervin J. Cutler

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me, at my office in Preston, County of Franklin, State of Idaho, on this first day of March, 1962.

J. M. Mondie

Notary Public

My commission expires Nov. 29, 1962.

The Depositions of two Witnesses, in this form, taken separately, required in ~~Deposition~~ of Re

Permit No. R-1009

Proof of Completion of Works

DEPOSITION OF WITNESS

Ques.1. State your name, residence, occupation and postoffice address.

Ans. Lyle Shipley, Preston, Idaho, occupation teacher, P. O. Address
Preston, Idaho.

Ques. 2. Are you acquainted with Preston-Whitney Irr. Company the holder of Permit
No. R-1009, authorizing the storage of 3500 acre feet of the waters of Cub River
which is tributary to Bear River, in the County of Franklin, State of Idaho?
How long have you known him, and where does he reside?

Ans. Yes. Ever since company was organized.

Ques. 3. Have you read or heard read said Permit? R-1009 Are you familiar with its terms and
conditions? Yes.

Ques. 4. Of what material and how has the dam been constructed?

Ans. Compacted clay with a concrete outlet

Ques. 5. Is the reservoir fully constructed? Yes Has water been turned into it? Yes
And to what extent? 1960 filled one-third; 1962 filled two thirds.

Ques. 6. Where is the point of diversion of the feeder canal?

Ans. NE ¼ NW ¼ Section 28, Township 15 S. Range 41 E.B.M.

Ques. 7. The outlet of the reservoir is located in the NE ¼ NE ¼ Section 13,
Twp. 15 S. Range 39 E. B. M.

Ques. 8. Describe the spillway.

Ans. none

Ques. 9. How much below the top of the dam is the bottom of the spillway? none Ft.

Ques. 10. State the dimensions of the outlet for the reservoir. 3.5 feet x 3.5 feet

Ques. 11. Of what material is the outlet made? 3.5 feet x 3.5 feet Concrete

Ques. 12. How is the outlet gate operated? Mechanically

Ques. 13. Of what material has the dam been constructed? Compacted clay with concrete
outlet.

Ques. 14. Are the works from the reservoir to place of use fully completed? yes

Ques. 15. Describe these works as they now exist, and give your estimate of their capacity.

Ans. A canal of 160 c.f.s. capacity.

Ques. 16. For what purpose is the water to be used?

Ans. Irrigation

R-1009

Ques. 17. If for irrigation purposes, are you acquainted with the land to be irrigated? Yes

How much water is required for its profitable cultivation?

Ans This is supplemental water and all of it is needed for irrigation of approximately 9000 acres.

Ques. 18. Give the legal description of the land to be irrigated, or the place of use.

Ans. Land is sections 9, 10, 11, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27 34, 33, 35 and 36, Tp. 15 S., R. 39 East; Section 1, 2, 3, 4, 9, 10, in Tp. 16 S., R. 39 E. B. M. Sections 18, 19, 20, 29, 30, 31, 32, Tp. 15 S., R. 40 E. B. M. Sec. 4, 5, 6, 8, 9 in Tp. 16 South, Range 40 E. B. M.

(Sign here)

[Signature]

I hereby certify that the foregoing testimony was read to the above subscriber before its signing, that I believe him to be the person he represents himself to be, and that said testimony was subscribed and sworn to before me, at my office in Preston, County of Franklin, State of Idaho, on this first day of March, 1962.

[Signature]

Notary Public

My commission expires Nov. 29, 1962.

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO,

County of Franklin

ss.

Clon E. Smith

being duly sworn,

deposes and says:

That he is the Publisher of

THE PRESTON CITIZEN, a weekly newspaper published at Preston, in the County of Franklin and State of Idaho; that said paper has been and is in general circulation in the county aforesaid, and in the vicinity of Preston; that the advertisement, a copy of which is attached hereto, was published in said newspaper once a week for

four consecutive weeks in the regular and entire issue of said paper during the period and time of publication, and was published in the newspaper proper and not a supplement; that said paper has been established and regularly published for more than seventy-eight consecutive weeks prior to the date of first publication of said advertisement.

Such notice was published in the issue beginning with

February 1, 1962, and ending with the issue of February 22, 1962

Clon E. Smith

Fees, \$ 23.65

Subscribed and sworn to before me this 1st day

of Mar, 1962

Emile Audie
Notary Public, Residing at Preston, Idaho

My Commission Expires Nov. 29, 1962

NOTICE FOR PUBLICATION OF COMPLETION OF WORKS

Notice is hereby given that at 4:00 P.M., on the First day of March, 1962, at Preston, County of Franklin, State of Idaho, before P. M. Condie, Notary Public, proof will be submitted of the completion of works for the diversion of 3500 acre feet of the waters of Cub River in accordance with the terms and conditions of a certain permit heretofore issued by the State Reclamation Engineer of the State of Idaho.

1. The name of the person or corporation holding said permit is Preston-Whitney Irrigation Co.

2. The postoffice address of such person or principal place of business of such corporation is Preston, County of Franklin, State of Idaho.

3. The number of such permit is R 1009, and the date set for the completion of such work is March 1, 1962.

4. Said water is to be used for Irrigation purposes.

5. Said works of diversion will be fully completed on the date set for such completion, and the amount of water which said works are capable of conducting to the place of intended use, in accordance with the plans accompanying the application for such permit, is 3500 Acre feet.

6. The amount of lands for which said water is available is 13,889 acres, particularly described as follows: Sections 9, 10, 11, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 33, 34, 35, 36 of Twp. 15S Rge 39E. Sections 1, 2, 3, 4, 9, 10, of Twp. 16S Range 39E. Sections 18, 19, 20, 29, 30, 31, 32 of Twp. 15S Range 40 E. Sections 3, 4, 5, 6, 8, 9, Twp. 16S Rge 40E.

GEO. N. CARTER

State Reclamation Engineer

First Pub. Feb. 1, 1962

Last Pub. Feb. 22, 1962

R-1009

March 20, 1962

RE: Permit No. R-1009

Mr. J. V. Jensen, President
Preston-Whitney Irrigation Company
Preston, Idaho

Dear Mr. Jensen:

Reference is had to the above permit.

This department must make an examination of the Preston-Whitney Irrigation Project and it is our thought that this examination could very well be made after water has been diverted for irrigation.

The engineer will inspect the dam, diversion works, measuring devices and the distribution system. We will appreciate your advice concerning an appropriate time.

Very truly yours,

GEO. N. CARTER
State Reclamation Engineer
By

Ralph W. Thomas
Deputy State Reclamation Engineer

GET:mr

R-1009

STATE OF IDAHO

DEPARTMENT OF RECLAMATION

Boise, Idaho

Re: Permit No. R-1009
Preston-Whitney Irrigation Co.

Date: January 22, 1962

Preston Citizen,
Preston, Idaho.

Gentlemen:

Enclosed you will find notice for publication, once a week for four consecutive weeks prior to **March 1, 1962** the date set for proof;

the expense of the publication is to be paid by the applicant

Preston-Whitney Irrigation Co. of **Preston, Idaho**

to whom you should furnish proof of publication on or prior to the date set for proof.

Please acknowledge receipt of this notice and furnish this office with a copy or tear sheet of the first publication**

Very truly yours,



GEO. N. CARTER
State Reclamation Engineer

** If the first copy is not received in this office for checking purposes and errors appear in subsequent issues, it is possible that re-publication of corrected copy will be at your own expense

Encl.

R-1009

Notice for Publication

COMPLETION OF WORKS

22

Notice is hereby given that at 4:00 PM, on the First day of March, 1962, at Preston, County of Franklin, State of Idaho, before P.M. Candie, Notary Public, proof will be submitted of the completion of works for the diversion of 3500 ^{acre feet} cubic feet per second of the waters of Cub River in accordance with the terms and conditions of a certain permit heretofore issued by the State Reclamation Engineer of the State of Idaho.

1. The name of the person or corporation holding said permit is Preston-Whitney Irrigation Co.

2. The postoffice address of such person or principal place of business of such corporation is

Preston, County of Franklin, State of Idaho.

3. The number of such permit is R 1009, and the date set for the completion of such work is

March 1, 1962

4. Said water is to be used for Irrigation purposes.

5. Said works of diversion will be fully completed on the date set for such completion, and the amount of water which said works are capable of conducting to the place of intended use, in accordance with the plans accompanying the application for such permit, is 3500 ^{acre} cubic feet per second.

6. The amount of lands for which said water is available is 13,829 acres, particularly described as follows:

Sections 9, 10, 11, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 33, 34, 35, 36 of

Twp. 15S Rge 39E. Sections 1, 2, 3, 4, 9, 10, of Twp. 16S Range 39E

Sections 18, 19, 20, 29, 30, 31, 32 of Twp. 15S Range 40 E. Sections 3, 4, 5, 6,

8, 9, Twp. 16 S Rge 40E.

[Signature]
 Commissioner of Reclamation
 STATE RECLAMATION ENGINEER

R-1009

RECEIVED
JAN 13 1962
Department of Reclamation

NOTICE TO ACCOMPANY THIS LETTER MUST BE MADE IN DUPLICATE

(Date) January 13, 1962

(P. O.) Preston, Idaho

TO THE STATE RECLAMATION ENGINEER:

Boise, Idaho

Dear Sir:

You are hereby authorized to have the attached notice published at my expense in the

Preston Citizen of Preston, Idaho published in

the county in which the works are situated.

PRESTON WHITNEY IRR. CO.

Angus Condie
Angus Condie, Treasurer

(In case of canals or other works designed to divert and carry more than 50 cubic feet of water per second, the following certificate must be signed by a well known and competent engineer.)

I hereby certify that the facts set forth in the attached notice are true.

Engineer.

R-1009

January 17, 1962

RE: Permit No. R-1009

Angus Candie, Treasurer
Preston Whitney Irrigation Company
Preston, Idaho

Dear Mr. Candie:

Returned herewith are two Forms 8 and Form 11 you submitted to this office.

This permit shows 3500 acre feet claimed. You are showing 215 cubic feet per second. The unit of measurement must be changed to acre feet as shown in pencil on the carbon copy of Form 8. The amount, 215, now should show the capacity of your reservoir.

The rate of withdrawal of water from a reservoir is entirely determined by the owner of the stored water, during each irrigation season.

Kindly correct and return the forms at your earliest convenience.

Very truly yours,

GEO. N. CARTER
State Reclamation Engineer
By

Ralph W. Thomas
Deputy State Reclamation Engineer

RWT:mr
Enc. Form 8 2
Form 11

R-1009

Jan. 22, 1962

Re: Permit No. R-1009

**Preston-Hitury Irrigation Co.,
Preston, Idaho.**

Gentlemen:

This acknowledges the Notice of Proof of Completion of Works ~~under Permit No. R-1009~~ under Permit No. R-1009. The proofs are to be made at 4:00 o'clock P.M., on the 1st day of March, 1962, before F. H. Condie, Preston, Idaho, Notary Public.

As of this date we have mailed the Notice to the Preston Citizens, Preston, Idaho, with instructions to publish it once a week for four consecutive weeks prior to the date set for final proof then mail the affidavit of publication and statement of costs to you.

It is important that the enclosed depositions be executed by you and two disinterested witnesses who are familiar with the terms of the permit and the work done thereunder, at the place, on the date, and at the time and before the Notary, as advertised. It is very important and necessary that each question be answered in detail.

In returning the depositions to this office, be sure that all copies have been signed, the Notary's seal has been placed on each and that all depositions, (holder and two witnesses) are being returned. Also be sure to enclose the Affidavit of Publication.

Very truly yours,

GEO. N. CARTER
State Reclamation Engineer

By:

(Mrs.) Edna P. Rule
Chief Clerk

Enc.
EPR:pmk
cc: Notary

R-1009

State of Idaho
DEPARTMENT OF RECLAMATION
BOISE

Re: R-1009

INSTRUCTIONS

PROOF OF COMPLETION OF WORKS

Preston Whitney Irr. Co.
Angus Condie, Sec.
Preston, Idaho

Boise, Idaho,
Jan. 3, 1962

Dear Sir:—

I enclose herewith blank form upon which to give notice that you are prepared and desire to submit proof of completion of works under your permit No. R-1009.

This form should be filled out and mailed to the Department of Reclamation, at least 60 days before the date upon which proof is to be submitted, which proof MUST be on or before March 1, 1962. Upon receipt of the blank properly filled out, notice of publication will be sent to the paper direct from this office, which notice must be published a period of four weeks prior to the date of proof.

The proof may be submitted at any place convenient to you and two witnesses, where there is a notary public or other officer authorized to administer oaths.

The certificate that shall be issued under this proof does not give you a perpetual right to the use of the water for which application is made, as it only confirms the completion of the works of a capacity to divert and convey to the place of intended use a certain amount of water. The law requires that another proof be submitted when the water has been fully applied to a beneficial use, at which time license is issued for the amount of water actually in use. Information in regard to this last proof will be furnished on request.

Very truly yours,

State Reclamation Engineer

R-1009

~~XXXXXXXX~~

July 28, 1958

Preston-Whitney Irrigation Company
Preston, Idaho

Attention: Angus Condie
Secretary

Re: Permit No. R-1009

Dear Mr. Condie:

We are returning the two extra copies of Specifications for
Preston-Whitney Irrigation Company - Radio Station Dam -
Franklin County, Idaho, which were sent to us in error.

Very truly yours,

GEO. N. CARTER
State Reclamation Engineer
By

Mrs. Edna P. Rutledge
Chief Clerk

EPR:lw
Encls. (2)

R-1009

PRESTON-WHITNEY IRRIGATION CO.

ANGUS CONDIE, SECRETARY

PRESTON, IDAHO

7/26/58

RECEIVED
JUL 28 1958
Department of Reclamation

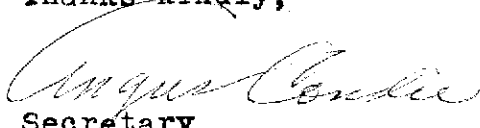
State of Idaho
Dept. of Reclamation
State House
Boise, Idaho

RE: Permit No. R-1009

Gentlemen:

Thanks for calling to our attention the fact that we sent you four copies of the specifications for our dam. This was done in error. We would appreciate the return of the tow extra copies.

Thanks kindly,


Secretary

R-1009

July 14, 1958

Re: Permit No. R-1009

Preston-Whitney Irrigation Company
Preston, Idaho

Attention: Angus Condle
Secretary

Dear Mr. Condle:

This will acknowledge receipt of the four copies of Specification #
for Preston-Whitney Irrigation Company Radio Station Dam, Franklin
County, Idaho.

Only one or two copies at the most is necessary for our file in
this office and what disposition do you wish made of the other
two copies.

Very truly yours,

GEO. W. CARTER
State Reclamation Engineer
By

Mrs. Edna P. Rutledge
Chief Clerk

EPR:lw

R-1009

March 6, 1958

Re: Permit No. R-1009

Mr. Tom Heath
Preston, Idaho

Dear Mr. Heath:

In reference to your telephone conversation with Mr. Kulp as of this date, requesting the status of Permit No. R-1009 in the name of the Preston-Whitney Irrigation Company.

In place of writing you of the status of Permit No. R-1009 as appears of record in this department, we are enclosing herewith a copy of said permit, which will give you all the desired information.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Roy W. Thompson
Office Manager

RWT:lw
Encls. Copy of Permit No. R-1009

R-1009

February 5, 1958

Preston-Whitney Irrigation Company
Preston, Idaho

Attention: Angus Condie
Secretary

Re: Permit No. R-1009

Dear Mr. Condie:

There are only two circumstances under which an extension of time can be granted under Permit No. R-1009 - (1) Law Suits and (2) Right of Way on U. S. lands on which action is pending.

Apparently neither of these conditions exist and the permit would be subject to cancellation on demand of a subsequent permit holder if the terms of the permit were not followed. There are at present, two later permits on other tributaries of the Bear River for 220 and 200 acre feet respectively, neither of which seems to be a serious obstacle.

The department does not take any steps to see whether the terms of the permit have been complied with until time for completion of works, but a subsequent appropriator might.

Storage priorities on the Bear River and tributaries below Stewart Dam are likely to be very important and I would suggest that you keep current a permit under which you can comply with all the requirements of that particular permit.

Very truly yours,

MARK R. KULP
State Reclamation Engineer

MRK:lw

R-1009

PRESTON-WHITNEY IRRIGATION CO.

ANGUS CONDIE, SECRETARY

PRESTON, IDAHO
Feb. 1, 1958

RECEIVED
FEB 3 1958
Department of Reclamation

Mr. Mark R. Kulp,
State Reclamation Engineer
State House
Boise, Idaho

Dear Mr. Kulp:

We have a question. On February 11, 1957 your office issued us Permit # R 1009 for the construction of a reservoir. The law states that at the end of two and one half years the reservoir must be 1/5th completed. This means that by August 11, 1959 we must have this much done.

The Highway Dept. is relocating Highway # 34 so we can build our dam. The present highway runs through the dam site. You know how conditions arise that delay projects and it appears now as though the Highway Dept. will not get started on the relocation until next year. That means that we cannot start construction until the spring of 1960, several months past the 2½ year limit.

Under these conditions should we ask for an extension of time on our permit or should we file a new application to replace the present permit? This would of course give us another year in which to start construction.

The Highway Dept. has been very fine about moving the road and we do not feel that construction of the dam is so urgent that we cannot wait another year to begin work. We do realize that the demand for water on the Bear River shed is increasing and it is dangerous to take any action that might jeopardize our permit to build this needed storage.

Your advise on how to proceed will be appreciated.

Sincerely yours,

Angus Condie
Secretary

R-1009

**IDAHO****E REPRINT
AND SUPPLY
COMPANY**

No. 88848

DRAFTING AND SURVEYING SUPPLIES
BLUE PRINTS DIRECT PRINTS PHOTO COPIES

210 N. CAPITOL BLVD. • P. O. BOX 109 • PHONE 2-5141 • BOISE, IDAHO

SOLD
TO*Preston-Whitney Irrigation Co.*

DATE

195

1/14 '57

ADDRESS

CUSTOMER'S
ORDER NO.SHIP
TO*Preston-Whitney*

QUANTITY

DESCRIPTION

SQ. FEET

AMOUNT

*2**6000' Cont -**75**75**Dept. of Reclamation
H. Petri*

Paid 2/27/57 by

Preston-Whitney Irrigation Company

(check delivered by Henry Petri).

P-1009

ORIGINAL INVOICE

PRESTON-WHITNEY IRRIGATION CO.

ANGUS CONDIE, SECRETARY

PRESTON, IDAHO.

Feb. 9, 1957

RECEIVED
FEB 11 1957

Department of Reclamation

Mr. Mark R. Kulp
State Reclamation Engineer
Boise, Idaho

Dear Mr. Kulp;

Enclosed is our corrected application for permit to construct our reservoir # 3. Sorry we received the wrong application form and didn't know enough to write in for the correct one.

Thanks for securing the maps from the Blue Print Co. Our check for them is enclosed.

I shall be in Boise Friday, Feb. 15th. I hope you will be able to spare me a few minutes. We have a number of questions concerning water rights upon which we need your advise.

Sincerely yours

Angus Condie
Secretary

R-1009

APPLICATION FOR PERMIT

TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF IDAHO

Application No.

Permit No.

District No.

1. Name of Applicant:

Post Office address..... County..... State.....

If applicant is a corporation, give:

(a) Date and place of incorporation:

(b) Amount of Capital stock: \$..... (c) Amount paid in: \$.....

(d) Names and addresses of directors:

The financial resources of the applicant are: (a) Cash on hand: \$.....

(b) Treasury stock: (c) Bonds to be issued:

(d) Other resources:

2. Quantity of water claimed: cubic feet per second

3. Source of water supply:

which is tributary of

4. Location of point of diversion: feet distant from the corner

of Section....., Twp....., Rge....., B. M., and is in the

of Section....., Twp....., Rge..... B.M., County of

5. Water is to be used for:

6. If for mining, milling, power or manufacturing purposes, give:

(a) Point of use of water: feet distant from corner of Section

Twp....., Rge....., B. M., in the of Section, Twp., Rge....., B. M.

(b) Amount of power generated: H. P., under feet head.

(c) Water is to be returned to at a point feet

distant from the corner of Section, Twp....., Rge....., B. M., in the

..... of Section, Twp....., Rge....., B. M.

7. Estimated cost of works: \$.....

8. Kind of works:
(Reservoir, dam, ditch, flume, pipe, etc.)

9. Height of dam feet; length of dam at top feet; length of dam at bottom

feet; material used in dam

(If height of dam will exceed 10 feet or will store more than 100 acre feet of water, send to Department of Reclamation for Regulations.)

10. Size of headgate: Width feet; Height feet

11. Ditch: Width at bottom feet; Width at water line feet; Depth of water feet;

Dimensions of flume; Diameter of pipe inches;

Length of conduit miles. Average grade per mile feet.

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	
15 S	39 E	9	10		5	35					5		15	30	40	30	40	40	
		10						30	40	20	40	40	40	40		20	40	20	
		11											2						
		13	20	30	40	40	25	5	40	40	40	40	40	40	40	40	40	40	
		14		30	40	40	15	40	40	40	40	40	40	40	40	40	40	40	
		21	40	40	40	40	40			40					40	25	2	26	
		26	40	40	40	40	40	40		40	40		40	40	40	40	40	40	
		27	40	40	40		40		40	40	40		40	40	40	40	40	40	
		33	4		20	40								40	40	40	40	40	
16 S	39 E	1			30	36													
		2							10										
		3			35	20			40	40	35			10		10			
		4			40	40				40	40	40	40	40	40	40	40	40	
		9					40	40	40	40	40	40	40	40	40		40	40	
		10						16	8			10	33						
15 S	40 E	18						10	40		35	40	40	40		6			
		19		15	40	10	40	40	40	40	40	40	40	40	40	40	40	40	
		29					20	40	40	5	20	40	40	25					
		32						25	30			35	36						
16 S	40 E	3			15				20	25	3	14							
		4									5			39	15	10	22	1	
		5							40	5	27	40	40	40					
		6			40	40			40	40	22	7			40	38	7	32	
		8		5	35	30	40	13									5	15	
		9					40	40	40	40	20								
																			6679 acres
All of Sections 15, 16, 22, 23, 24, 25, 31, 35, 36, Twp. 15 S., Rge. 39 E.																			5780 "
All of Sections 30 & 31, Twp. 15 S., Rge. 40 E.																			1280
Water has also been applied to land in Sec. 20 Twp. 15 S., Rge. 40 E. as follows:																			
25 A. in SE 1/4 NE 1/4; 10 A. in NW 1/4 NW 1/4; 30 acres in NE 1/4 SW 1/4; 40 A. in SW 1/4 SW 1/4;																			
40 A. in SE 1/4 SW 1/4; and 25 acres in NW 1/4 SE 1/4 or a total of																			170
Total of Acres																			13,889 "
Section Map No. R 1009																			
As Approved																			
MAR 1 1957																			
State Reclamation Engineer																			
R 1009																			

Total Number of Acres to be Irrigated 13,889 acres

APPLICATION FOR PERMIT

TO APPROPRIATE THE PUBLIC WATERS OF THE STATE OF IDAHO

Application No.

Permit No.

District No.

1. Name of Applicant:

Post Office address..... County..... State.....

If applicant is a corporation, give:

(a) Date and place of incorporation:

(b) Amount of Capital stock: \$..... (c) Amount paid in: \$.....

(d) Names and addresses of directors:

The financial resources of the applicant are: (a) Cash on hand: \$.....

(b) Treasury stock: (c) Bonds to be issued:

(d) Other resources:

2. Quantity of water claimed: cubic feet per second

3. Source of water supply:

which is tributary of

4. Location of point of diversion: feet distant from the corner

of Section....., Twp....., Rge....., B. M., and is in the

of Section....., Twp....., Rge..... B.M., County of

5. Water is to be used for:

6. If for mining, milling, power or manufacturing purposes, give:

(a) Point of use of water: feet distant from corner of Section

Twp....., Rge....., B. M., in the of Section, Twp., Rge....., B. M.

(b) Amount of power generated: H. P., under feet head.

(c) Water is to be returned to at a point feet

distant from the corner of Section, Twp....., Rge....., B. M., in the

..... of Section, Twp....., Rge....., B. M.

7. Estimated cost of works: \$.....

8. Kind of works:
(Reservoir, dam, ditch, flume, pipe, etc.)

9. Height of dam feet; length of dam at top feet; length of dam at bottom

feet; material used in dam

(If height of dam will exceed 10 feet or will store more than 100 acre feet of water, send to Department of Reclamation for Regulations.)

10. Size of headgate: Width feet; Height feet

11. Ditch: Width at bottom feet; Width at water line feet; Depth of water feet;

Dimensions of flume; Diameter of pipe inches;

Length of conduit miles. Average grade per mile feet.

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	
15 S	39 E	9	10		5	35					5		15	30	40	30	40	40	
		10						30	40	20	40	40	40	40		20	40	20	
		11											2						
		13	20	30	40	40	25	5	40	40	40	40	40	40	40	40	40	40	
		14		30	40	40	15	40	40	40	40	40	40	40	40	40	40	40	
		21	40	40	40	40	40			40					40	25	2	26	
		26	40	40	40	40	40	40		40	40		40	40	40	40	40	40	
		27	40	40	40		40		40	40	40		40	40	40	40	40	40	
		33	4		20	40								40	40	40	40	40	
16 S	39 E	1			30	36													
		2							20										
		3			35	20			40	40	35			10		10			
		4			40	40				40	40	40	40	40	40	40	40	40	
		9					40	40	40	40	40	40	40	40	40		40	40	
15 S	40 E	10						16	8			10	33						
		18						10	40		35	40	40	40		6			
		19		15	40	10	40	40	40	40	40	40	40	40	40	40	40	40	
		29					20	40	40	5	20	40	40	25					
16 S	40 E	32						25	30			35	36						
		3			15				20	25	3	14							
		4									5			39	15	10	22	1	
		5							40	5	27	40	40	40					
		6			40	40			40	40	22	7			40	38	7	32	
		8		5	35	30	40	13									5	15	
		9					40	40	40	40		20							
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All of Sections 15, 16, 22, 23, 24, 25, 34, 35, 36, Twp. 15 S., Rge. 39 E.																		5760	"
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40 A. in SE 1/4 SW 1/4; and 25 acres in NW 1/4 SE 1/4 or a total of																		170	
Total of Acres																		13,889	"
Certificate No. R1009																			
As Approved																			
MARK R. KULP																			
State Reclamation Engineer																			
1957																			
p. 1009																			

Total Number of Acres to be Irrigated 13,889 Acres

March 27, 1957

Re: Permit No. R-1009

Preston-Whitney Irrigation Co.
Preston, Idaho

Attention: Mr. Angus Candie, Secretary

Gentlemen:

We enclose Permit No. R-1009 in which we direct attention to the limitations and conditions as given on the fourth page under approval of the State Reclamation Engineer.

Departmental receipt No. 28459 enclosed was issued covering the payment received February 28 in the amount of \$8.25 for the statutory filing fee in connection with the above captioned permit. We are, therefore, returning the 25¢ attached to permit for the overpayment on the above filing fee received.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

ER:ab
Enclosures

R-1009

NOTICE FOR PUBLICATION OF COMPLETION OF WORKS

Notice is hereby given that at 4:00 P.M., on the First day of March, 1962, at Preston, County of Franklin, State of Idaho, before P. M. Condie, Notary Public, proof will be submitted of the completion of works for the diversion of 3500 acre feet of the waters of Cub River in accordance with the terms and conditions of a certain permit heretofore issued by the State Reclamation Engineer of the State of Idaho.

1. The name of the person or corporation holding said permit is Preston-Whitney Irrigation Co.

2. The postoffice address of such person or principal place of business of such corporation is Preston, County of Franklin, State of Idaho.

3. The number of such permit is R 1009, and the date set for the completion of such work is March 1, 1962.

4. Said water is to be used for Irrigation purposes.

5. Said works of diversion will be fully completed on the date set for such completion, and the amount of water which said works are capable of conducting to the place of intended use, in accordance with the plans accompanying the application for such permit, is 3500 Acre feet.

6. The amount of lands for which said water is available is 13,889 acres, particularly described as follows: Sections 9, 10, 11, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 33, 34, 35, 36 of Twp. 15S Rge 39E. Sections 1, 2, 3, 4, 9, 10, of Twp. 16S Range 39E. Sections 18, 19, 20, 29, 30, 31, 32 of Twp. 15S Range 40 E. Sections 3, 4, 5, 6, 8, 9, Twp. 16S Rge 40E.

GEO. N. CARTER

State Reclamation Engineer

First Pub. Feb. 1, 1962

Last Pub. Feb. 22, 1962

R-1009

January 18, 1957

Mr. Angus Condie, Secretary
Preston Whitney Irrigation Co., Inc.
Preston, Idaho

Dear Mr. Condie:

We are returning your check for \$8.50 and your Application for Permit to appropriate the Public Waters of the State of Idaho by the Preston Whitney Irrigation Company, Inc., for the following reasons:

You state under question (2) Quantity of water claimed--
"35 cubic feet per second" from the waters of Cub River.

Under Remarks you say "This reservoir is being constructed to provide supplemental water for the stockholders of the company".

We are somewhat in doubt as to your purpose as to whether you wish to file on a natural-flow water right from Cub River or if you wish to file for a storage permit to fill a said reservoir.

Provided, you wish to construct and use this water for storage purposes; you have prepared the application on the wrong form. In this case, we are enclosing a proper form for filing a Storage Water Permit.

Provided, you wish to file on the quantity of water claimed--
35 cubic feet per second--as noted under question 2 of the application, your check is insufficient and should be made for the amount of \$13.50, based on the fee of \$5.00 for the first second foot filed on and 25¢ additional for each additional foot or fraction thereof.

Provided, you file for a storage permit for 3700 acre feet capacity, the amount of the check is sufficient (\$8.50).

As you did not send any maps showing your reservoir and the proposed use, we have taken the liberty to have two maps printed by the Idaho Blue Print and Supply Company to accompany said application. We request, if you use said maps, that you send to this department a check for 75¢ made out to the Idaho Blue Print and Supply Company, for the cost of securing prints of said map.

We note that under question 14 of said returned application that you are not applying the water from this new permit to all the

R-1009

Mr. Angus Condie, Secretary

-2-

January 18, 1957

lands as located in the said map and colored in blue. Provided that you are not going to use said water on all the lands as designated on the map, we wish that you would cross out in red pencil or in some other manner the lands not included for irrigation under the new permit.

We also observe that under the map filed in this department by your company some time ago that the point of diversion from the stream is located in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 8 in place of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8 as indicated in the returned application.

After the above requirements are met please return the application to this department.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Ray W. Thompson
Office Manager

RWT:nls
Rnls:

P-1009