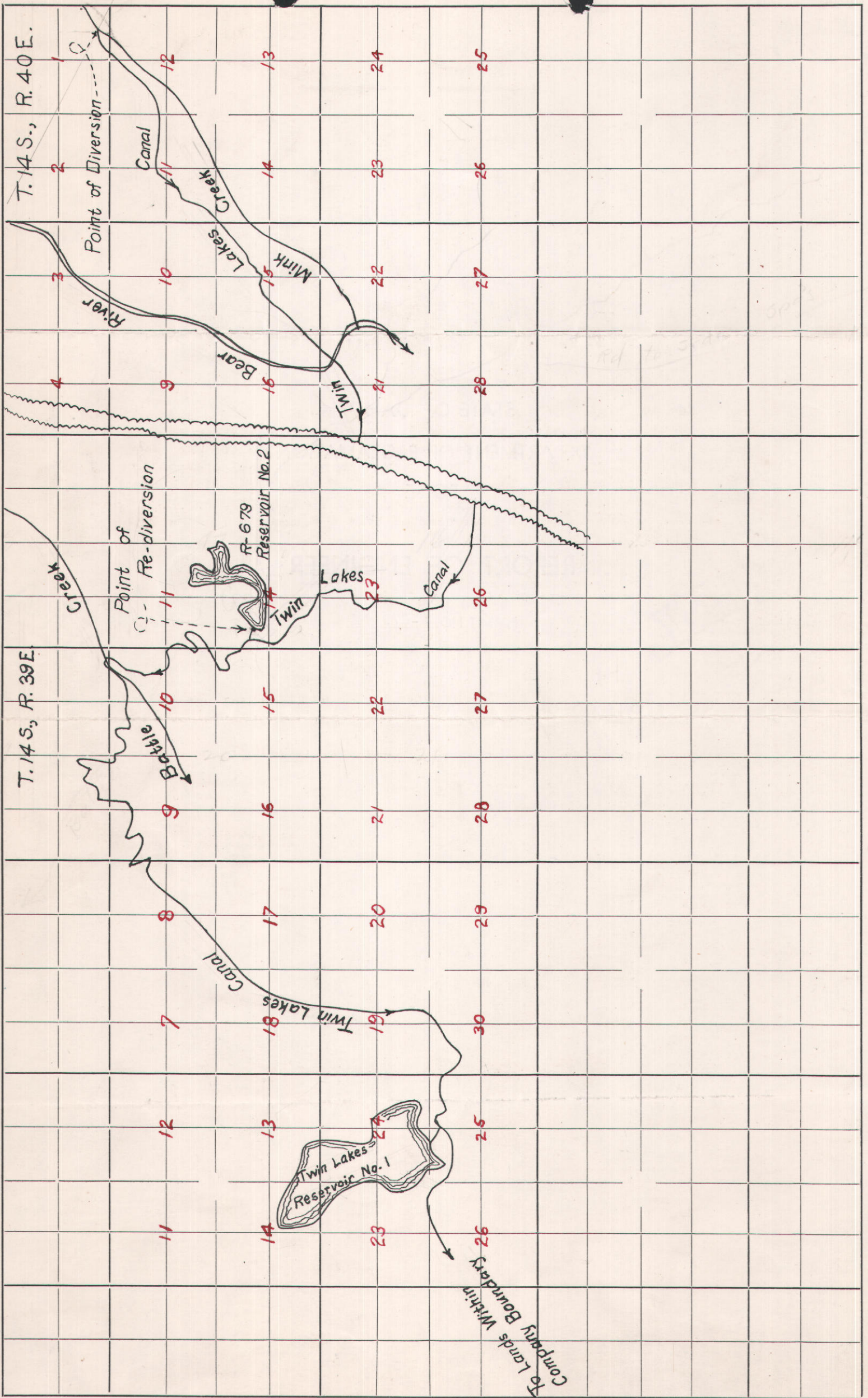
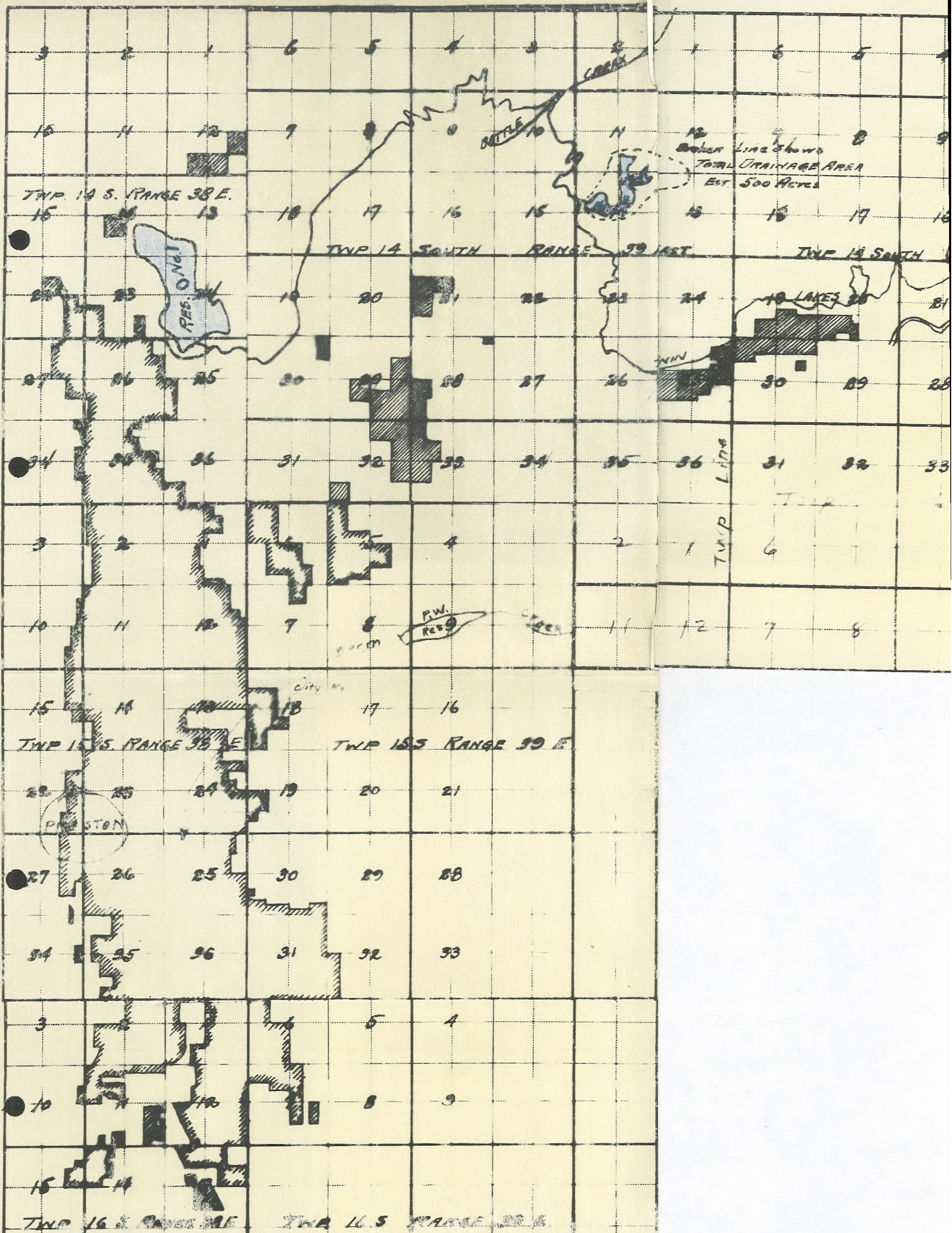
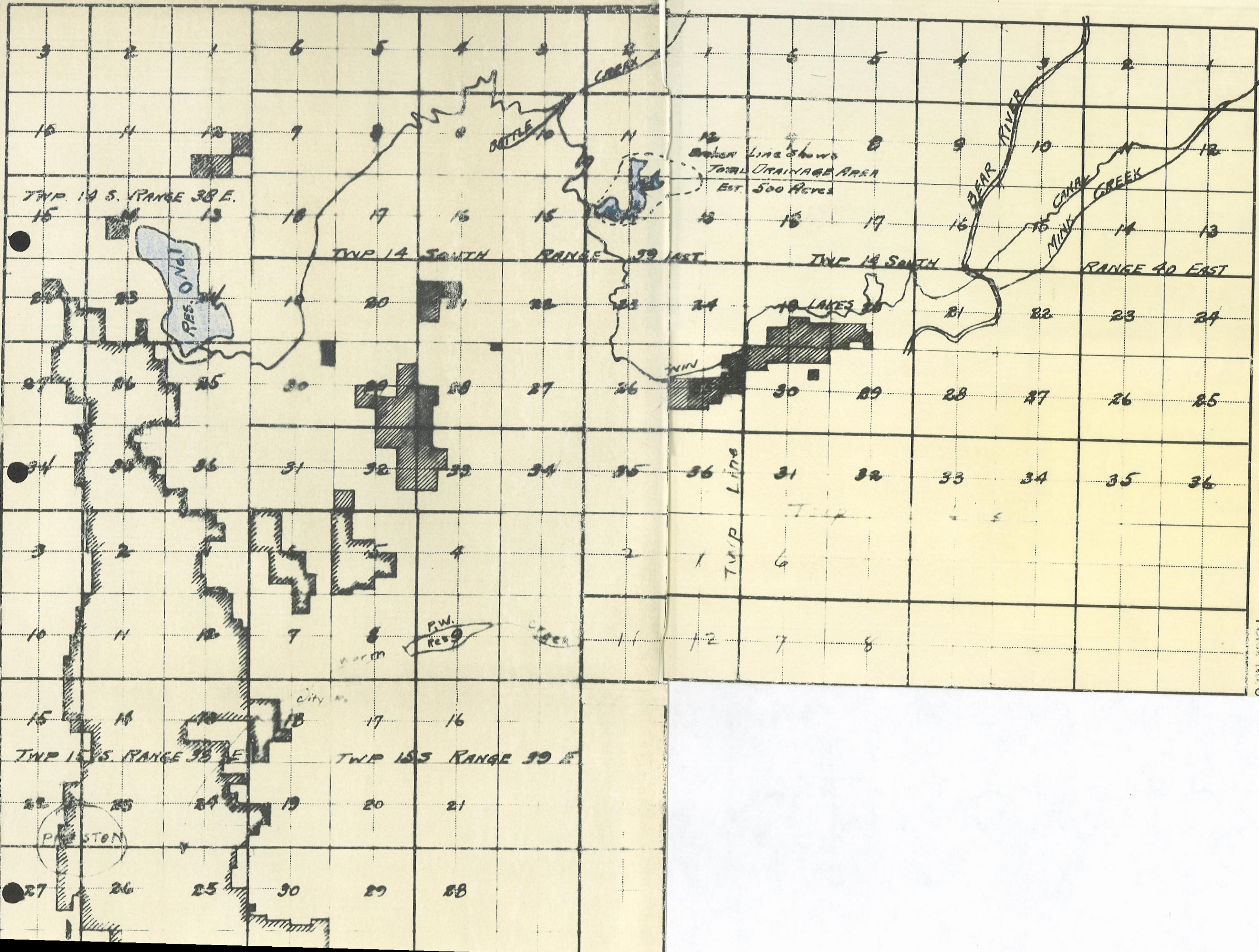
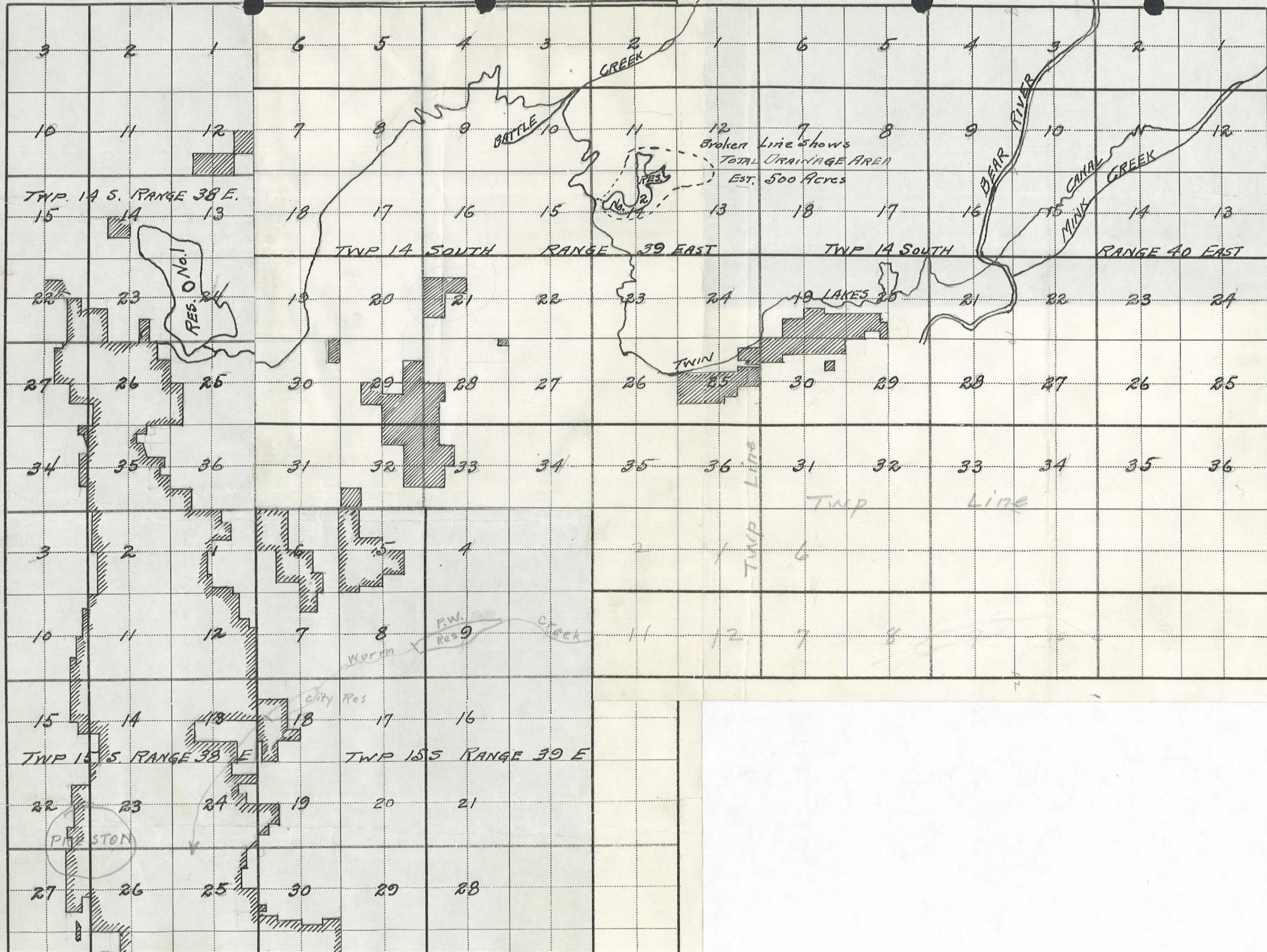


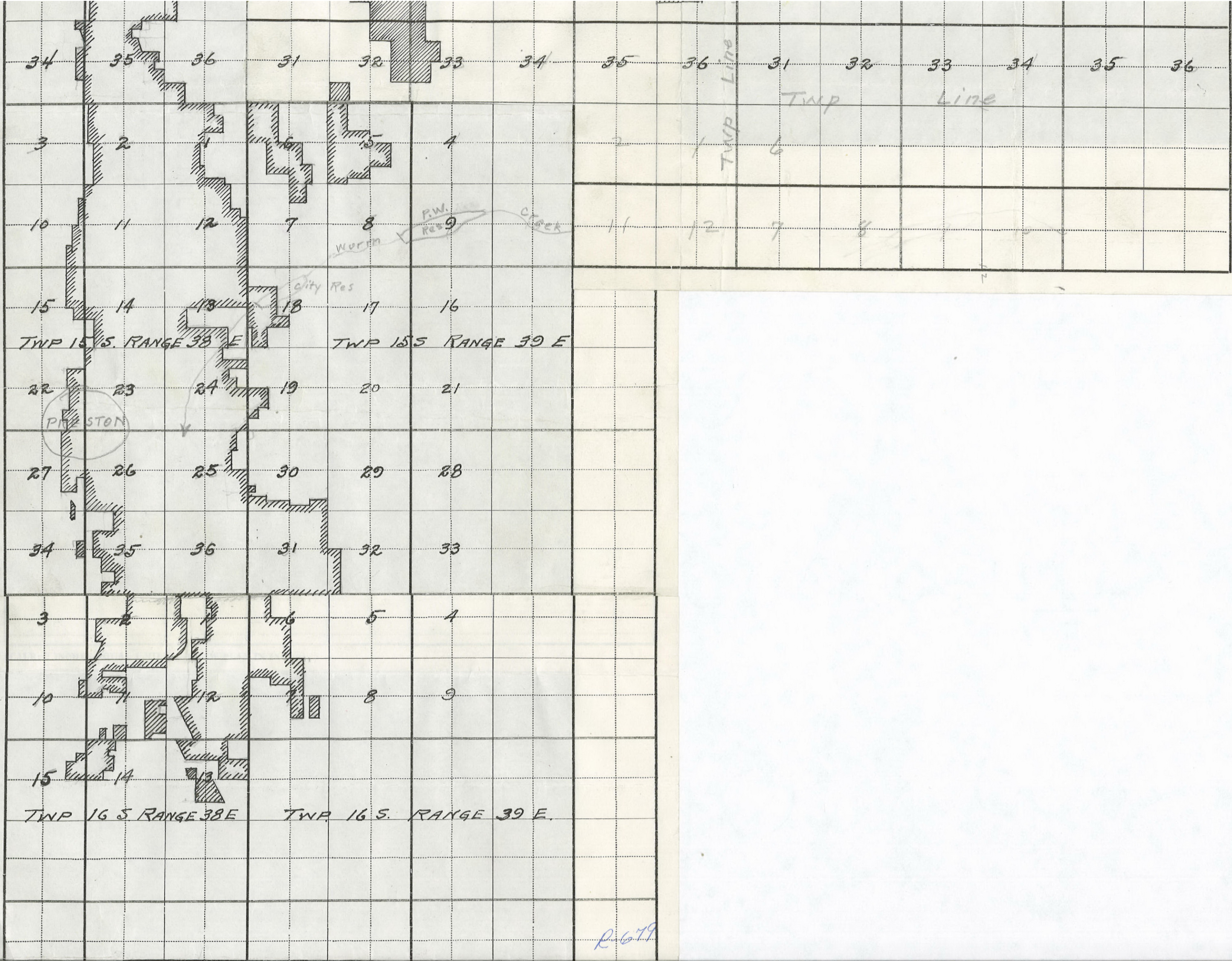


Scale: 2 Inches Equals 1 Mile. Draw Map In Ink.









R-679

Cutoff Trench $\frac{3}{5}$ of
Horizontal Dist. from Axis
to Up Stream toe

Twin Lakes C.C.
Res # 2

R-679

State of Idaho
License and Certificate of Water Right

Water License No. R-679

Amount 2,300 acre feet

Water District No. _____

Priority August 19, 1940

THIS IS TO CERTIFY that TWIN LAKES CANAL COMPANY
of Preston, Idaho, made application for a permit to appropriate the
public waters of the State of Idaho, dated August 19, 1940; that Permit No. R-679
was issued under said application; that Certificate of Completion of works, with a carrying capacity of
2,300 ^{acre} ~~second~~ feet, was issued thereunder on April 28, 1950, showing that said works
were completed on the 30th day of August, 1949; and that on the 30th
day of August, 1949,

TWIN LAKES CANAL COMPANY

of Preston, State of Idaho, made proof to the satisfaction of the store and State Reclamation Engineer of Idaho, of the right to use the waters of Mink Creek decreed under the terms of the decree entered in the District Court of the U. S. for the District of Idaho, Eastern Division, in Equity No. 203, tributary of Bear River, for the purpose of irrigation.

, under Use Permit No. R-679 of the Department of Reclamation and that said right to the use of said waters has been perfected in accordance with the laws of Idaho, and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume

8 of Licenses at page 4579 , on the 28th day of April , 19 50 ;

The right hereby confirmed dates from August 19, , 19 40 ;

The Point of Diversion is located

in the SW $\frac{1}{4}$ $\frac{1}{4}$ NW $\frac{1}{4}$ $\frac{1}{4}$, Sec. 14, Tp. 14 S., R. 39 E., B. M. Franklin County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed 2,300 ~~acre feet per annum.~~ ~~and six feet per second.~~

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
Lands within	the boundary of the Twin Lakes Canal Company,	located in Townships	14, 15 and 16 South, Range 39 East, B.M.; Townships 14, 15 and 16 South, Range 38 East, B.M.; and Township 14 South, Range 40 East, B.M.		

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

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this

28th day of April, 1950.

MARK R. KULP

State Reclamation Engineer

(SEAL)

State of Idaho

License and Certificate of Water Right

Water License No. 19765Amount 0.4 second foot

Water District No. _____

Priority February 6, 1946THIS IS TO CERTIFY that J. M. GIVANS

of Route 2, Twin Falls, Idaho, made application for a permit to appropriate the public waters of the State of Idaho, dated February 6,, 1946; that Permit No. 19765 was issued under said application; that Certificate of Completion of works, with a carrying capacity of

0.8 second feet, was issued thereunder on August 23,, 1946, showing that said works were completed on the 20th day of August, 1946; and that on the 20th day of March, 1947,

J. M. GIVANS

of Twin Falls, State of Idaho, made proof to the satisfaction of the State Reclamation Engineer of Idaho, of the right to use the waters of an unnamed stream, a tributary of - - -, for the purpose of irrigation and domestic use, under Use Permit No. 19765 of the Department of Reclamation and that said right to the use of said waters has been perfected in accordance with the laws of Idaho, and is hereby confirmed by the State Reclamation Engineer of Idaho and entered of record in Volume

8 of Licenses at page 4580, on the 28th day of April, 1950;

The right hereby confirmed dates from February 6,, 1946;

The Point of Diversion is located

in the SE 1/4 SW 1/4, Sec. 18, Tp. 11 S., R. 17 E., B. M. Twin Falls County

That the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to an amount actually needed and beneficially used for said purposes, and shall not exceed 0.4 cubic feet per second.

Description and location of use:

Twp.	Range	Sec.	Forty-acre Tract	No. Acres Described in Permit	No. Acres Actually Irrigated
11 S.	17 E.	18	NE 1/4 SW 1/4	20	12
			SE 1/4 SW 1/4	20	8
			Number of Acres Actually Irrigated - -	- -	- - 20

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

WITNESS the seal and signature of the State Reclamation Engineer, affixed at Boise, Idaho, this

28th day of April, 1950.

MARK R. KULP

State Reclamation Engineer

(SEAL)

12-2289

APPLICATION FOR PERMIT

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

Application No. R 26469
Permit No. R 679

1. Name of Applicant: TWIN LAKES CANAL COMPANY

Postoffice address: Preston County Franklin State Idaho

I. If applicant is a corporation, give:

- Twin Lakes Canal Co., March 8, 1920, successor to Oneida Irrigation District,
(a) Date and place of incorporation: 1902, Dayton, Idaho. (b) Amount of Capital Stock: \$ 2,000,000
(c) Amount paid in: \$ 1,300,000 (d) Names and addresses of directors: Thomas Preston, Weston, Idaho
I. H. Nash, R. 1, Weston, Idaho
G. A. Brower, Preston, Idaho

II. The financial resources of the corporation are:

- (a) Cash on hand: \$ (b) Treasury Stock: \$ 7,000 shares common, not issued
(c) Bonds to be issued: \$ None (d) Other resources:

2. Quantity of water to be stored: 2,300 acre feet per annum.
3. Source of water supply is Mink Creek (Creek) (River) (Spring), a tributary of Bear River.
4. The outlet of the proposed reservoir is located S 22° E. 1940 feet, distant from the NW corner of Section 14, Township 14 S, Range 39 E., B. M. and is in the SW ¼ of NW ¼ of Section 14, Township 14 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 Twin Lakes Feeder Canal heads in SW ¼ SE ¼ Section 1, Twp. 14 S., Range 40 East, B.M. (Creek) (River).
(b) The reservoir is to be filled through a feeder canal, the point of diversion for which is located Canal from Feeder to Reservoir heads in the SW ¼ NW ¼ Sec. 14, Twp. 14 S., Range 39 E., B.M. feet distant from the corner of Section, Township, Range, B. M., and is in the ¼ of ¼ of Section, Township, Range, B. M.; width at bottom 6 feet, width at top 12 feet, depth of water 3 feet; average grade per mile None feet; Capacity 25 cubic feet per second.
6. (a) The area of the high water line of the reservoir is 117.44 acres.
(b) The reservoir capacity is 2,300 acre feet.
7. Height of reservoir dam 55 feet, length at top 570 feet, length at bottom 30 feet, size of outlet feet by 2.5 Diam. feet. The dam is to be constructed of materials as follows: Red clay

(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 Mink Creek (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 (bearing) feet, distant from the corner of Section Township, Range, B. M., and in the ¼ of ¼ of Section, Township, Range, B. M.
9. Amount of water claimed from Mink Creek (Creek) (River) (Spring) in addition to that stored in reservoir 300 - Bear River Decree 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 (bearing) feet, distant from Corner of Section, Township, Range, B. M. and is in the ¼ of ¼ 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 (bearing) feet distant from the corner of Section, Township, Range, B. M., in the ¼ of ¼ 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. by the Oneida Irrigation District about year 1903, which is hereby referred to and made a part hereof.

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.)

15. Size of headgate: Width	5	feet, Height	5	feet.
16. Diversion Canal: Width at bottom	6	feet, width at water line	12	feet, depth of water
			3	feet, Dimensions of Flume
	Diameter of Pipe	inches; Length of Conduit	miles. Average grade per mile	feet.
17. Estimated cost of Works: Storage Works: \$	25,000	Diversion Works: \$	1,000	
18. Time required for completion of work	5	years .		
19. Time required for complete application of water to proposed beneficial use is		No additional		years.
20. The land to be irrigated is described in the following tabulation:				

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

Twp Range		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 $\frac{1}{4}$		
Remarks:	14 S 38 E	12												40	40		40	120	
		14							40									40	
		22		33.5										35			39	107.5	
		23											15.9 24.1			20		60	
		26	19	26.9	29	40	38.8	40	35	39.8	39		21.8 30	38.4	40.5	30.3	30.2	34.5	533.2
		25											19	19				38	
		34	15.1			9								15.2				39.3	
		35	1.6	24.6	36.3	17	40	40	31.9	33.5	40	40	40	40	30	28.3	35.7	30	508.9
		36											40					40	
	14 S 39 E	21				30	40	40										110	
		25	20		20	33			20	20	40	40		10	30.5			233.5	
		28	5									40	30					75	
		29				40				40				20	20	40	40	200	
		30		20														20	
		32	37.5	40		40							40	40				197.5	
		33					30	20	20		40						30	30	110
	14 S 40 E	19																	100
		20											30	20				50	
		30	30	30		10	30	40											140
	15 S 38 E	1	~~xxxx~~	25	15		38	35	40		35	40	40	40		15			323
		2	41 Lot 1	36	29	38.3	41.9	31.6	30		40	20	20	40	40	33.9	33.3	40	514.9
		10	5												12		28		45
		11	39.2	35.7	35.7	39.8	40	40	39.2	40	40	40	39.1	39.6	28.8	38	39.4	35.9	610.4
		12	10	40	40	35	40	40	40	40	40	40	40	40	40	40	40	40	605
		13	40	40	40	40	40	40	40	40	40	40	40	40		40			480
		14	35	40	40	32.3	40	40	40	40	38.5	28.5	19.7	40	25.5	37	30	23.5	550
		15	30			27.7									7.6				65.3
		22				35									30		40		105
		23	23.5	30	38	37.1	40	30.5	40	40	40	40	40		16.5	30	40		485.6
		24	24	36	40	13.5	40	40	40	40	40	20	20	40	40	40	40	40	553.5
	25	20	40	40	10	40	40	25	40	40	40	40	40	40	40	40	40	575	
	26	15.4				5	30	20		12.2	12.8	30	40	10	21.2	37.2	26	259.8	
	27	33			40									31.7			8.2	112.9	
	34	2		10									10					22	
	35	20	40	30	20	20		25	40	40	10		30	40	40	40	40	435	
	36	40	40	40	38	36			40	40		32	39	40	40	40	40	505	
15 S 39 E	5						41.3	40	30	40	40	40	30		40	10		311.3	
Date of fir	6							20	20	40			20		25	40	10	175	
Returned	7		40															40	
Corrected	18							36.7	21	30.6	36.6	30						154.9	
	19										36.2	10						46.2	
	30				20						3	30.7	27			15	20	115.7	
	31	40	40	40	40	40	32.5	34.8	40	40	34.8	34.7	40	35	30	15	15	551.8	
	33										20	20						40	
The numb	16 S 38 E	1		31.9	36.7			30			40	25	28	40	20	40		291.6	
Recorded		2		37.6	37.5				40		20	24.5	40	40		40		279.6	
		10		15														15	
This is to		11	20	20		26	40	40	18.7			5	12	30			32.5	244.2	
State		12	40	40	33.8	40	20		10	30	40	11		33.5	6.3	15.5	26.5	30.7	377.3
Bond in tl		13		6.4	15	40	39.3	8.6		10.4	20					14.7		154.4	
Work to l		14					18.7	38	35.4	15								107.1	
uninte	16 S 39 E	6						31.6		40	34.6	34.6	40					180.8	
One fifth		7		30	30		40	34.5	25.4					20	30			209.9	
The whole																			
Beneficial																			
Witness n																			
TOTAL 2 - - 12.215.10 Acres																			

IN TESTIMONY WHEREOF, We, C. A. BOTTOLFSEN, Governor of the State of Idaho, and GEO. H. CURTIS, Secretary of State of the State of Idaho, have caused this instrument to be executed in the name of the State of Idaho, and caused the Great Seal of the State of Idaho to be hereunto affixed, this 27th day of August, 1940.

(SEAL)

Countersigned:
By GEO. H. CURTIS
Secretary of State

STATE OF IDAHO
By C. A. BOTTOLFSEN
Governor

APPROVAL OF STATE RECLAMATION ENGINEER

WHEREAS, Application for extension of time for Completion of Works under Permit to store and appropriate the public waters of the State of Idaho, No. R-679, has been made by the owner thereof, Twin Lakes Canal Company, through its Manager, J. J. Sanford, of Preston, Idaho, which application was duly advertised for a period of two consecutive weeks in the Preston Citizen, stating that on the 20th day of July, 1945, a hearing would be held for the purpose of receiving any protests, testimony or evidence regarding such application; and,

WHEREAS, At the time set for the hearing no protest, testimony or evidence had been presented, either orally or by affidavit; and,

WHEREAS, It appears that the owner of said permit is entitled to a further extension of time within which to complete work:

NOW, THEREFORE, I, Mark R. Kulp, State Reclamation Engineer of the State of Idaho, by virtue of authority vested in me under Chapter 12 (Senate Bill 13) of the 1945 Session Laws, hereby extend the time for completion of works under permit to appropriate and store the public waters of the State of Idaho, No. R-679, to August 27, 1949.

WITNESS MY HAND this 23rd day of July, A. D. 1945.

MARK R. KULP
State Reclamation Engineer

Permit No. R-679
CERTIFICATE OF COMPLETION OF WORKS.

TO ALL WHOM IT MAY CONCERN:

This is to certify that TWIN LAKES CANAL COMPANY of Preston, County of Franklin, and State of Idaho, the holder of Permit No. R-679, issued upon Application No. R-26469, bearing date of priority of August 19, 1940, authorizing the construction of a reservoir, with the right to appropriate and store 2,300 acre feet per annum of the waters of Mink Creek, a tributary of Bear River, in the County of Franklin, State of Idaho, for irrigation purposes, has fully complied with the provisions of the laws of the State of Idaho relating to the proof of completion of the works set out and described in said Permit; that said works include a dam and reservoir adequate for the storage of 2,300 acre feet of water per annum, with adequate diversion works and conduit to the reservoir, and a conduit capable of conducting said water to the place of intended use; that the point of outlet of said reservoir is located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 14, Township 14 S., Range 29 E., And that the place of use, or the lands proposed to be irrigated by the use of said water, are described as follows, to-wit: 12,215.10 acres within the boundary of the Twin Lakes Canal Company, located in Townships 14, 15, and 16 South, Ranges 38 and 39 East, B.M., and Township 14 South, Range 40 East, B.M.

Witness my hand this 28th day of April, 1950.

MARK R. KULP
State Reclamation Engineer

Proof of Completion of Works made August 30, 1949.
Certificate of Completion of works issued April 28, 1950.

LICENSE ISSUED FOR 2,300 ^{acre} SEC. FT.
P. 4579

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

Permit No. R-679This proof is for Completion of works and Beneficial use in Water District No. _____1. Name of applicant Twin Lakes Canal Company, Preston, Idaho2. Source of water supply: Mink Creek *Supply Re directed in*
outlet3. Location of point of diversion: Is in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14T. 14 S. R. 39 E. County of Franklin4. Describe works as they exist, giving dimensions and capacities of same: 2300 AF

An earth dam 55' high, 16' top width, slopes 3:1 and 2:1, crest length of 600'.
A short diversion canal of 6' width and 3' depth supplies storage as follows:
The lower 15' in the reservoir is delivered by gravity flow and the remaining
20' is raised by pump. Discharge from storage is by reversal of the filling
method. Operation equipment includes an 8' x 8' suction sump with a Crocker
Wheeler Handy 50 H.P. motor, 220/440 volts, 124/62 amps, 1170 R.P.M., 3 phase,
60 cycle, NO. 018393146, motor is connected by a 6 V-belt drive to a Byron
Jackson 20 M.S.P.R. deep well pump.

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):

Lands within the boundary of the Twin Lakes Canal Company, consisting of12,315.10 acres in the following Townships:Township 14 South, Range 38 East, B. M." 15 " " " "" 16 " " " "" 14 " " 39 "" 15 " " " "" 16 " " " "" 14 " " 40 "Bear River

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

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

Remarks: A 5' x 5' well for reservoir control valves for the 30" outlet pipe
and the 20" inlet pipe for storage which is pumped into the reservoir.

"Reservoir capacity 2300 acre feet"This examination was made on the 23rd day of September, 19 49(Signed) F. A. Johnson Examiner.

113
Twin Lakes Canal Co.
Preston, Idaho

Permit No. R-679

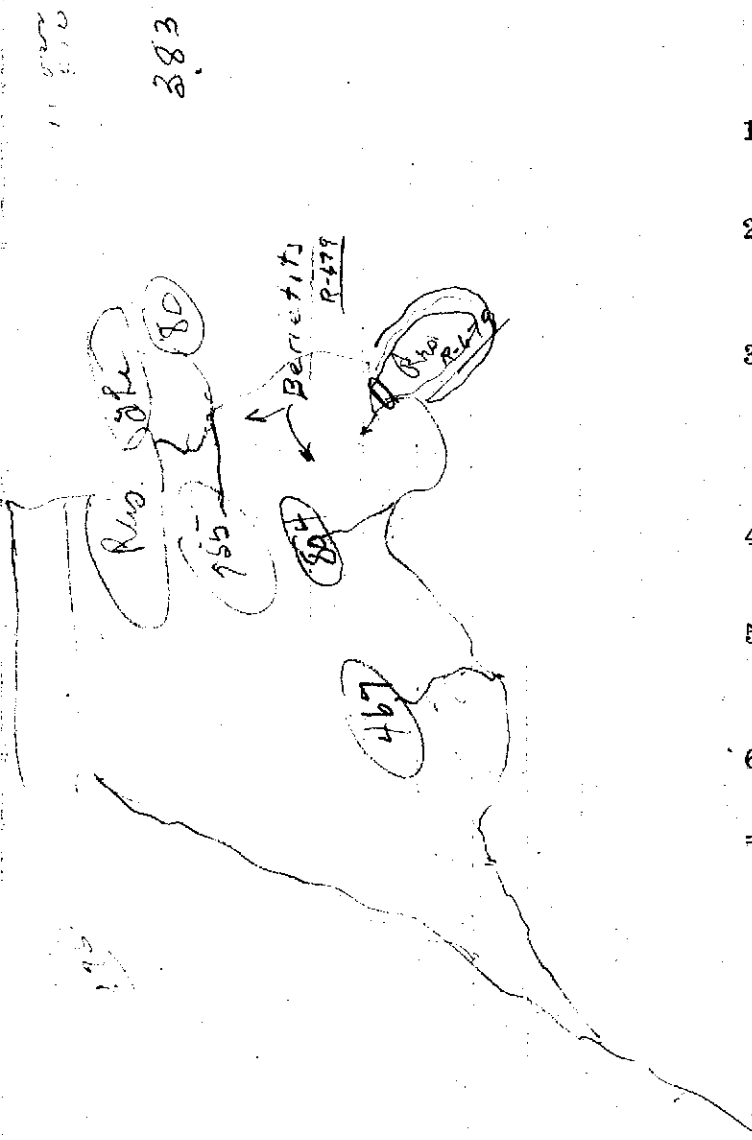
Examination for Completion of works
and Beneficial use

County Franklin

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
APR 17 1950
Department of Reclamation



STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE

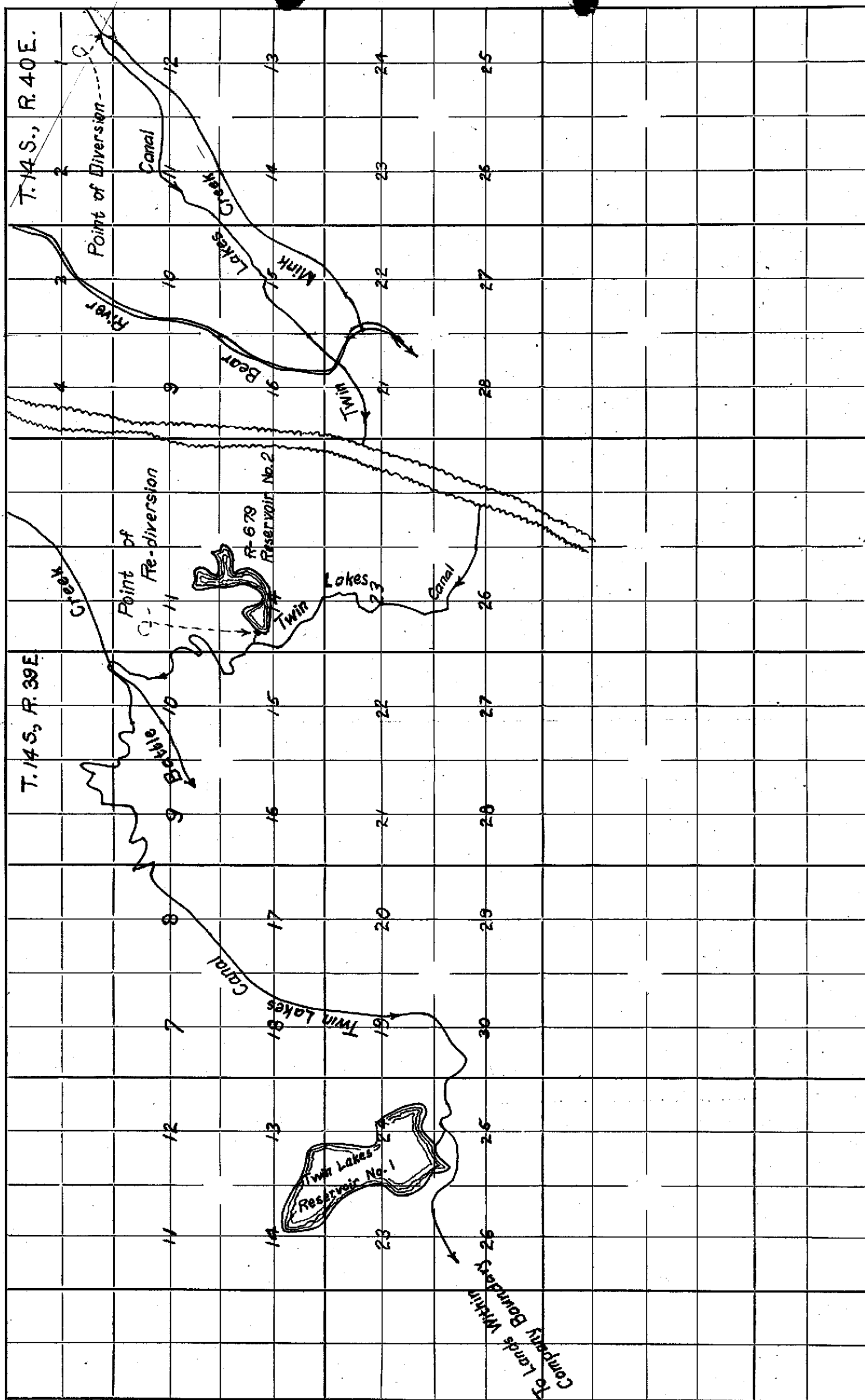
REPORT OF ENGINEER

PERMIT NO. R-679

REPORT ON PROOF OF Completion of works and Beneficial use

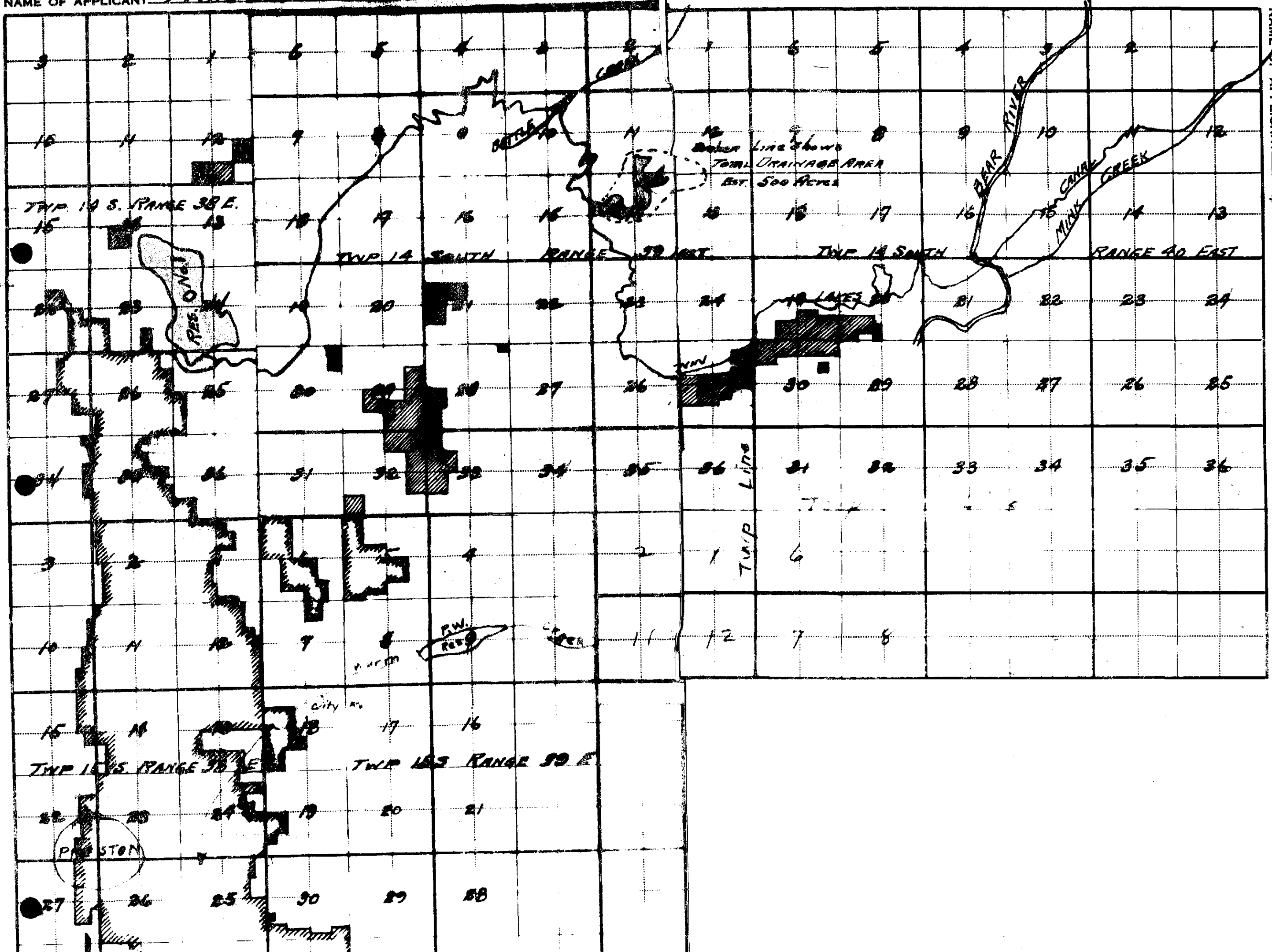
app. 2,300 a.f.

R-679



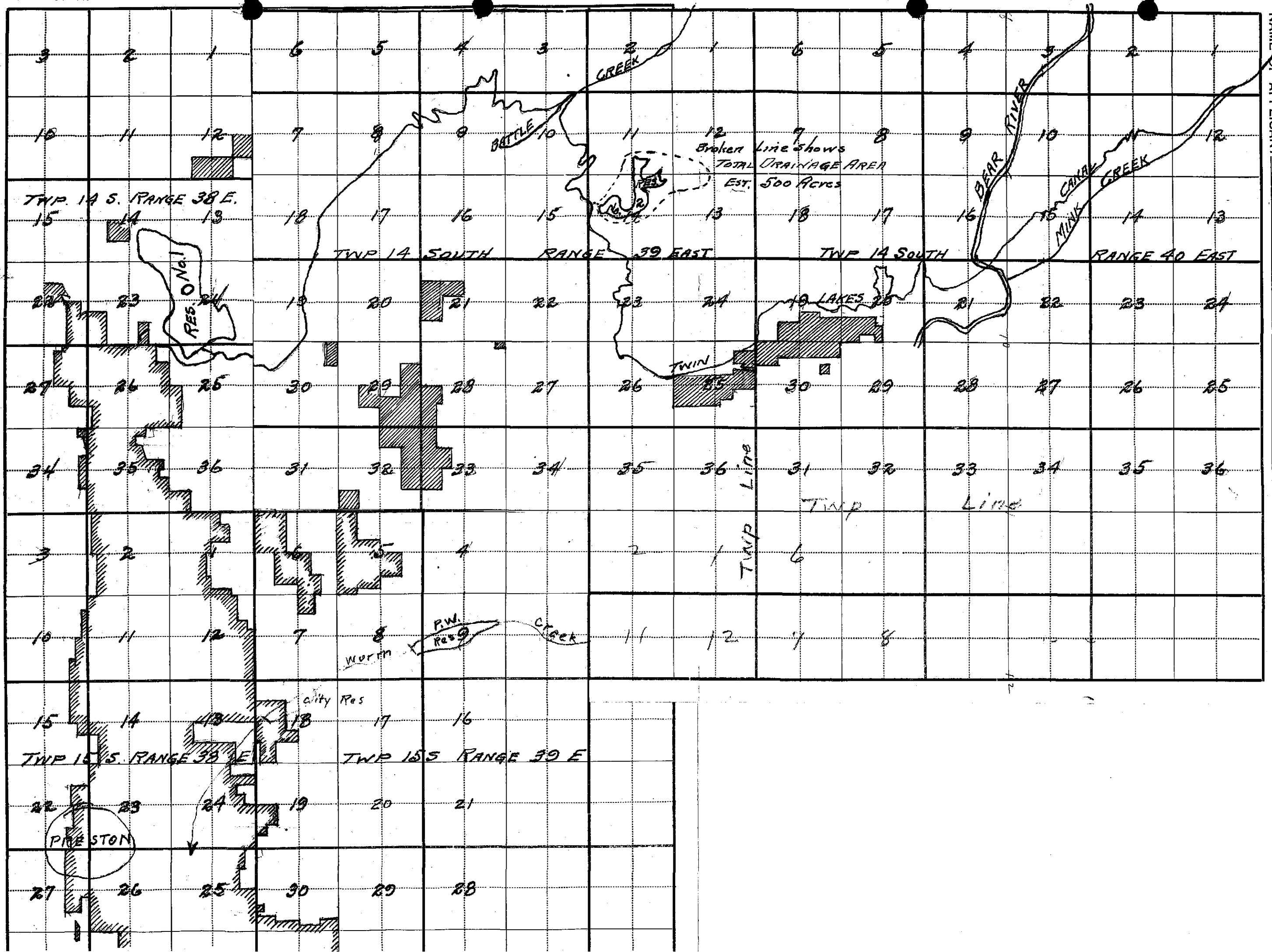
NAME OF APPLICANT TWIN LAKES CANAL Co.

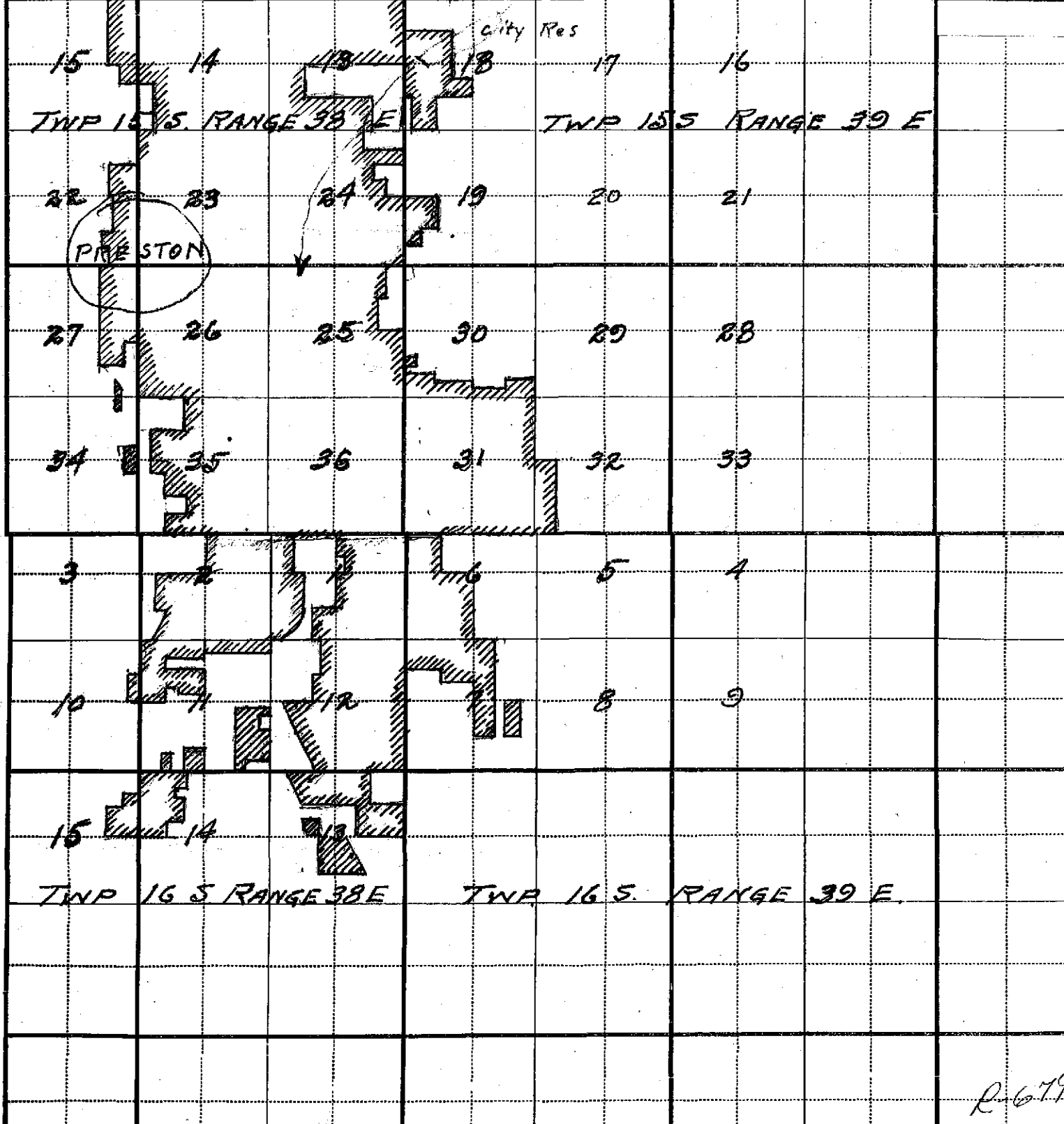
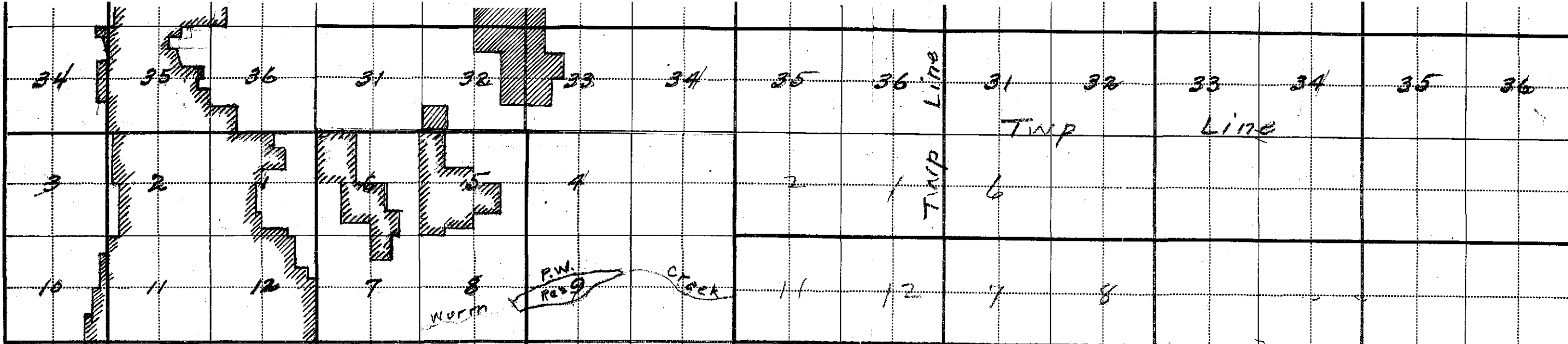
FORM NO.



NAME OF APPLICANT

FORM NO. 0





R-679

April 29, 1950

Re: Permit No. R-679

Mr. J. J. Sanford, Mgr.
Twin Lakes Canal Company
Preston, Idaho

Dear Mr. Sanford:

We enclose Certificate of Completion of Works, also License and Certificate of Water Right issued under Permit No. R-769, confirming the right of the Twin Lakes Canal Company to store and use 2300 acre feet of the waters of Mink Creek, with point of outlet in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ Section 14, Township 14 South, Range 39 East, B.M. for use on lands within the boundary of the Twin Lakes Canal Company.

We also enclose Departmental Receipt No. 22284 for the \$5.00 fee in connection with Completion of Works Proof.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

A:dh
Enc.

R-679

Office Of
Twin Lakes Canal Company

Preston, Idaho

April 22, 1950

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

Dear Mr. Kulp:

Enclosed find Twin Lakes Canal Company check in the sum of \$ 5.00
as fee for Certificate of Completion of Works and License for Storage
of 2300 acre feet of water under Permit No. R- 679.

Very truly yours

Twin Lakes Canal Company

J. J. Sanford Mgr.

RECEIVED
APR 27 1950
Department of Reclamation

R-679

✓
April 18, 1950

Re: Permit No. R-679

Mr. J. J. Sanford, Manager
Twin Lakes Canal Company
40 South 1st. West
Preston, Idaho

Dear Mr. Sanford:

We now have on file the report of our Field Engineer on examination for Completion of Works and Beneficial Use under Permit No. R-679.

Therefore, upon receipt of the statutory fee of \$5.00 a Certificate of Completion of Works will be issued, also a License for the storage of 2300 acre feet of water from Mink Creek, decreed under the terms of the Decree entered in the District Court of the U.S. for the District of Idaho, Eastern Division, in Equity No. 203.

In this case there is no additional fee in connection with the License as no exemption of the land was required.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

A:bn

R-679

September 15, 1949

Re: Permit No. R-679

Mr. O. H. Baum
Attorney at Law
Pocatello, Idaho

Dear Mr. Baum:

We have placed on file, the depositions and Affidavit of Publication in the Preston Citizen, all submitted in proof of completion of works and beneficial use under Permit No. R-679 in the name of the Twin Lakes Canal Company.

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

We are unable to say just when this examination will be made as this Department has but one Field Engineer who makes examinations all over the State.

However, Mr. Tolman, Field Engineer for this Department, will try and contact Mr. Sanford at the time he makes the examination in order that he may arrange to show him over the grounds.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

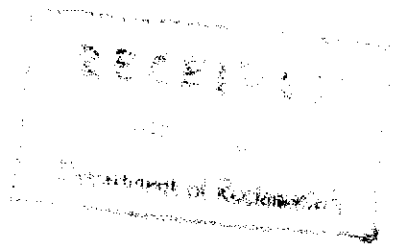
A:bh

CC: Mr. J. J. Sanford.

R-679

September 9, 1949

Hon. Mark R. Kulp
Commissioner
Department of Reclamation
State of Idaho
Boise, Idaho



Re: Twin Lakes Canal Company
Permit No. R-679

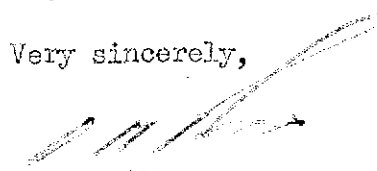
Dear Kulp:

Referring again to your letter of August 30th
may we say that you will find enclosed herewith the
following:

1. Proof of application of water to
beneficial use--Deposition of Holder
2. Deposition of two witnesses, each signing
individually.

Advise if these are now in proper form.

Very sincerely,


O. R. BAUM

OPB:MYB

encs.

*Law
Offices
O. R. Baum
Pocatello
Idaho*

R-679

**AFFIDAVIT
OF PUBLICATION**

I, Alon E. Smith
Printer of The Preston
Citizen, a newspaper pub-
lished weekly at Preston,
Franklin County, Idaho,
do solemnly swear that
the notice as per clipping
attached was published in
the regular and entire
issue of said newspaper,
and not in any supple-
ment thereof for four
consecutive weeks, com-
mencing with the issue
dated July 28 1947
and ending with the issue
dated August 18 1947

Alon E. Smith
Signature

Subscribed and sworn
to before me this 27th day
of August 1947
Ed. Carson
(SEAL) Notary Public

Fee \$14.75

**NOTICE OF PROOF OF COM-
PLETION OF WORKS and APP-
PLICATION OF WATER TO
BENEFICIAL USE**

Notice is hereby given that at
10:00 A.M., on the 27th day of
August, 1949, at Preston, County
of Franklin, State of Idaho, be-
fore Ray C. Bright, Notary Public,
proof will be submitted of the
completion of works for the
storage of 2,300 acre feet per
annum of water diverted from
Mink Creek under Right 469 in
the decree Utah Power & Light
Co. vs. Last Chance Canal Co.,
and of the application to bene-
ficial use of said water, in ac-
cordance with the terms and con-
ditions of Permit No. R-679 here-
tofore issued by the Department
of Reclamation of the State of
Idaho.

1. The name and postoffice ad-
dress of the person or corporation
holding said permit are Twin
Lakes Canal Company, Preston,
Idaho.

2. Said works of storage will
be fully completed on the date
set for such completion, and the
amount of water which said
works are capable of storing in
accordance with the plans ac-
companying the application for
such permit is 2,300 acre feet per
annum.

3. The use to which such water
has been applied is irrigation,
and the amount applied to bene-
ficial use is 2,300 acre feet per
annum.

4. The place where such water
is used consists of all the lands
under the Twin Lakes Canal
Company system.

5. The date of priority which
said user is prepared to establish
under this permit is August 19,
1940, said storage being from
water decreed under the terms
of that decree entered in the
District Court of the United
States for the District of Idaho,
Eastern Division, in Equity No.
203, with priority date of April
1, 1901.

Mark R. Kulp
State Reclamation Engineer
30-33c

R-679

✓
August 30, 1949

Re: Permit No. R-679

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

Dear Mr. Baum:

We acknowledge receipt of your letter of August 29, enclosing Proofs of Completion of Works under Permit No. R-679 of the Twin Lakes Canal Company, together with Affidavit of Publication in the Preston Citizen.

However, this notice called for Proof of Beneficial Use as well as Completion of Works and it was our understanding that both proofs were to be made at this time.

The necessary forms for making both proofs were sent you, but in case you have misplaced the forms for Beneficial Use Proof, we enclose other forms herein. These should be executed and returned as soon as possible if it is your intention to make Beneficial Use Proof at this time.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

A:bh
Enc.

R-679

RECEIVED

Department of Reclamation
August 29, 1949

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

Dear Sir:

Re: Permit No. R-679

Subjoined hereto you will find the following:

1. Proof of completion of works - deposition by Sanford.
2. Proof of Completion of workds - deposition by two witnesses - Wendell H. Smith and I. H. Nash.
3. Statements of other partiesnamely, H. W. Smith, J. J. Sanford and Lester H. Sears.
4. Notice of Proof of ompletion of Works.

You will note from the adjoining statements that, while they perhaps have no place in the record, I thought it well to have the same filed along with the other proofs in view of the peculiarity of this particular matter.

Very truly yours,

O. R. BAUM

ORB:RYB
encs.

*Law
Offices
O. R. Baum
Pocatello
Idaho*

R-679

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

Permit No. R-679

Proof of Application of Water to Beneficial Use

Deposition of Holder

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

Ans. J. J. Sanford, Preston, Idaho, 40 South 1st West, St. Manager-Twin Lakes Canal Co., Preston, Idaho

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

Ans. Twin Lakes Canal Co., Dayton, Idaho (Office, Preston, Idaho)

Ques. 3. State number and date of permit, and date of priority you propose to establish under the permit.

Ans. Permit No. R-679, August 27, 1940 - 1901

Ques. 4. State source of water supply and give exact location of point of diversion.

Ans. From Mink Creek, Franklin County, Idaho, said storage water being from the water decreed under the terms of that decree entered in the District Court of the United States for the District of Idaho, Eastern Division, in equity No. 203, with a priority date of April 1, 1901.

Ques. 5. Describe your works of diversion, and state amount of water they are capable of conveying from point of diversion to place of use, and give name of canal or ditch or other works by which water is conducted to such place of use.

Ans. Concrete headgate & diversion dam from Mink Creek; Concrete headgate, Main Feeder Canal to Res. No. 2; Main Feeder Canal below Res. No. 2 - 150 c.f.s.; Canal from Res. No. 2 to Main Feeder Canal - 25 c.f.s.; East and West Laterals below Res. No. 1 - 60 c.f.s. each.

Ques. 6. State for what purpose water is used and describe place of use. (If for irrigation, name each subdivision in which used, and number of acres in each subdivision that have actually been irrigated with said water.) State whether cultivated or natural meadow land and the nature of all improvements which have been made as a direct result of said use.

Ans. Irrigation -- approximately 13,000 acres irrigated. All of these lands have been irrigated as shown by the above mentioned decree and this reservoir serves to give a better distribution of the water.

Ques. 7. If for other than irrigation purposes; state how applied, amount of horse power generated, etc.

Ans. _____

R-679
Hout

Ques. 8. What is the minimum amount of water required for the purpose specified above?

Ans. _____

Ques. 9. 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.

Ans. Same

Ques. 10. State when, how, in what amount and to what extent the water diverted under above mentioned permit has been used.

Ans. 2300 acre feet under Permit No. R-679. This being the same water referred to as "stored water", being from the waters decreed under the terms of that decree entered in the District Court of the United States for the District of Idaho, Eastern Division, in equity No. 203, with priority date of April 1, 1901.

Ques. 11. State when, how, in what amount and to what extent waters other than those diverted under the above mentioned permit have been diverted and applied to beneficial use upon the lands herein described. Give full particulars regarding such other appropriations and rights claimed thereunder. Other waters in addition to the said stored waters, or all of the waters that said applicant has used and is entitled to use in accordance with the terms of that decree No. 203, entered in the case of Utah Power and Light Company vs. Last Chance Canal Company known as right 469 (other than stored waters), and such waters have been used to the capacity of the Twin Lakes Canal, and in addition thereto there has been used 3.83 c.f.s. purchased from the Mink Creek Irrigation Company, number 4 right with a priority of May 1, 1882, all of such waters have been used each and every year.

(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 30th day of August, A. D. 1949

My commission expires Nov. 18, 1951

Twp.	Range	Sec.	NE¼				NW¼				SW¼				SE¼				Totals	
			NE¼	NW¼	S¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	S¼	SE¼	NE¼	NW¼	SW¼	SE¼		
34	38	12												40	40		40		120	
"	"	14									40								40	
"	"	22			33.5										35			39	107.5	
"	"	23										15.9	24.1				20		60	
"	"	26	19	26.9	29	40	38.8	40	35	39.8	39	21.8	30	38.4	40.5	30.2	30.2	34.5	533.2	
"	"	25										19	19						38	
"	"	34	15.1			9									15.2				39.3	
"	"	35	1.6	24.6	36.3	17	40	40	31.9	33.5	40	40	40	40	30	28.3	35.7	30	508.9	
"	"	36										40	40						40	
14	39	21					30	40	40										110	
"	"	25	20		20	33			20	20	40	40			10	30.5			233.5	
"	"	28	5									40	30						75	
"	"	29				40					40				20	20	40	40	200	
"	"	30		20															20	
"	"	32	37.5	40		40							40		40				197.5	
14	39	33						30	20	20		40							110	
14	40	19											40				30	30	100	
"	"	20											30	20					50	
"	"	30	30	30		10	30	40											140	
15	38	1		25	15		38	35	40		35	40	40	40			15		323	
"	"	2	41	36	29	38.3	41.9	31.5	30		40	20	20	40	40	33.9	33.3	40	514.9	
"	"	5	10	5											12			28	45	
"	"	11	39.2	35.7	35.7	39.3	40	40	39.2	40	40	40	39.1	39.6	28.8	38	39.4	35.9	610.4	
"	"	12	10	40	40	35	40	40	40	40	40	40	40	40	40	40	40	40	605	
"	"	13	40	40	40	40	40	40	40	40		40	40	40			40		480	
"	"	14	35	40	40	32.3	40	40	40	40	38.5	28.5	19.7	40	25.5	37	30	23.5	550	
"	"	15	30			27.7									7.6				65.3	
"	"	22				35									30			40	105	
"	"	23	23.5	30	38	37.1	40	30.5	40	40	40	40	40		16.5	30	40		485.6	
"	"	24	24	36	40	13.5	40	40	40	40	40	20	20	40	40	40	40	40	553.5	
"	"	25	20	40	40	10	40	40	25	40	40	40	40	40	40	40	40	40	575	
"	"	26	15.4				5	30	20		12.2	12.8	30	40	10	21.2	37.2	26	259.8	
"	"	27	33			40									31.7			8.2	112.9	
"	"	34	2		10									10					22	
"	"	35	20	40	30	20	20		25	40	40	10		30	40	40	40	40	435	
"	"	36	40	40	40	38	36			40	40		32	39	40	40	40	40	505	
15	39	5						41.3	40	30	40	40	40	30		40	10		311.3	
"	"	6							20	20	40			20		25	40	10	175	
"	"	7		40															40	
"	"	18						36.7	21	30.6	36.6	30							154.9	
"	"	19									36.2	10							46.2	
"	"	30					20					3	30.7	27			15	20	115.7	
"	"	31	40	40	40	40	40	32.5	34.8	40	40	34.8	34.7	40	35	30	15	15	551.8	
"	"	32										20	20						40	
16	38	1			31.9	36.7			30			40	25	28	40	20	40		291.6	
"	"	2			37.6	37.5					40	20	24.5	40	40		40		279.6	
"	"	10				15													15	
"	"	11	20	20			26	40	40	18.7			5	12	30			32.5	244.2	
"	"	12	40	40	33.8	40	20		10	30	40	11		33.5	6.3	15.5	26.5	30.7	377.3	
"	"	13		6.4	15	40	39.3	8.6		10.4	20					14.7			154.4	
"	"	14					18.7	38	35.4	15									107.1	
16	39	6							31.6		40	34.6	34.6	40					180.8	
"	"	7		30	30		40	34.5		25.4					20	30			209.9	
R-679															Total					12,215.10 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

I. 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:

II. 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, T. R., B. M., and is in the

of Section, T. R., 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

T., R., B. M., in the of Section, T., R., 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, T., R., B. M. in the

of Section, T., R., 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

(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.)

feet; material used in dam

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.

Post office address County State

I. 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:

II. 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

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

PERMIT NO. R-679**Proof of Application of Water to Beneficial Use****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.

Ans. H. W. Smith 69 Riverdale, Idaho. Farmer--watermaster
Preston, Idaho Route # 2

Ques. 2. Are you acquainted with Twin Lakes Canal Company, the holder of Permit No. R-679? How long have you known him and where does he reside?

Ans. Ever since the Twin Lakes Canal Company was organized. Operations are at Dayton, Idaho, the business office at Preston, Idaho.

Ques. 3. Have you read or heard read said Permit No. R-679, and are you familiar with its provisions and conditions?

Ans. Yes

Ques. 4. State source of water supply, place of diversion, and describe works for conveying water from point of diversion to place of use.

Ans. From Mink Creek, Franklin County, Idaho, said storage water being from the water decreed under the terms of that decree entered in the District Court of the United States for the District of Idaho, Eastern Division in equity No. 203, with a priority date of April 1, 1901.

Ques. 5. How many second feet of water do you estimate said works will safely conduct to place of use, and how much water have you seen being so conveyed?

Ans. 25 c.f.s.

Ques. 6. State for what purpose water is used and at what place. (If for irrigation, give each subdivision in which water has been used and number of acres irrigated in each subdivision.) State whether cultivated or natural meadow land and the nature of all improvements which have been made as a direct result of said use.

Ans. Irrigation -- approximately 13,000 acres irrigated. All of these lands have been irrigated as shown by the above mentioned decree and this reservoir serves to give a better distribution of the water.

R-679

Ques. 7. If for power or other purposes than irrigation, state how water has been applied and to what extent.

Ans. _____

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.

Ans. Various kinds - sand, clay, gravel, etc. 2.25 acre feet per acre.

Ques. 9. Have you any interest in the works, water or lands above mentioned? If so, in what way and to what extent?

Ans. Yes, I am a stockholder in the Company and irrigate over 14 acres.

Ques. 10. State when, how, in what amount and to what extent you have witnessed the application to beneficial use of water diverted under said permit.

Ans. 2300 acre feet under Permit No. R-679. This being the same water referred to as "stored water", being from the waters decreed under the terms of that decree entered in the District Court of the United States for the District of Idaho, Eastern Division, inequity No. 203, with priority date of April 1, 1901.

(Signed) *H. W. Smith*

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 30th day of August,
A. D. 1949.

My commission expires *7/17 18, 1951* *Ray C. Dugger* Notary Public.

Twp.	Range	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
14	38	12												40	40		40		120
"	"	14									40								40
"	"	22			33.5										35			39	107.5
"	"	23										15.9	24.1				20		60
"	"	26	19	26.9	29	40	38.8	40	35	39.6	39	21.8	30	38.4	40.5	30.3	30.2	34.5	533.2
"	"	25										19	19						38
"	"	34	15.1			9									15.2				39.3
"	"	35	1.6	24.6	36.3	17	40	40	31.9	33.5	40	40	40	40	30	28.3	35.7	30	508.9
"	"	36											40						40
14	39	21					30	40	40										110
"	"	25	20		20	33			20	20	40	40			10	30.5			233.5
"	"	28	5									40	30						76
"	"	29				40					40				20	20	40	40	200
"	"	30		20															20
"	"	32	37.5	40		40							40		40				197.5
14	39	33						30	20	20		40							110
14	40	19											40				30	30	100
"	"	20											30	20					50
"	"	30	30	30		10	30	40											140
15	38	1		25	15		38	35	40		35	40	40	40			15		323
"	"	2	41	36	29	38.3	41.9	31.5	30		40	20	20	40	40	33.9	33.3	40	514.9
"	"	10	5												12			28	45
"	"	11	39.2	35.7	35.7	39.8	40	40	39.2	40	40	40	39.1	39.6	28.8	38	39.4	35.9	610.4
"	"	12	10	40	40	35	40	40	40	40	40	40	40	40	40	40	40	40	605
"	"	13	40	40	40	40	40	40	40	40		40	40	40			40		480
"	"	14	35	40	40	32.3	40	40	40	40	38.5	28.5	19.7	40	25.5	37	30	23.5	550
"	"	15	30			27.7									7.6				65.3
"	"	22				35									30			40	105
"	"	23	23.5	30	38	37.1	40	30.5	40	40	40	40	40		16.5	30	40		485.6
"	"	24	24	36	40	13.5	40	40	40	40	40	20	20	40	40	40	40	40	553.5
"	"	25	20	40	40	10	40	40	25	40	40	40	40	40	40	40	40	40	575
"	"	26	15.4				5	30	20		12.2	12.8	30	40	10	21.2	37.2	26	259.8
"	"	27	33			40									31.7			8.2	112.9
"	"	34	2		10									10					22
"	"	35	20	40	30	20	20		25	40	40	10		30	40	40	40	40	435
"	"	36	40	40	40	38	36			40	40		32	39	40	40	40	40	505
15	39	5						41.3	40	30	40	40	40	30		40	10		311.3
"	"	6							20	20	40			20		25	40	10	175
"	"	7		40															40
"	"	18							36.7	21	30.6	36.6	30						154.9
"	"	19									36.2	10							46.2
"	"	30					20					3	30.7	27			15	20	115.7
"	"	31	40	40	40	40	40	32.5	34.8	40	40	34.8	34.7	40	35	30	15	15	551.8
"	"	32										20	20						40
16	38	1			31.9	36.7			30			40	25	28	40	20	40		291.6
"	"	2			37.6	37.5					40	20	24.5	40	40		40		279.6
"	"	10				15													15
"	"	11	20	20			26	40	40	18.7			5	12	30			32.5	244.2
"	"	12	40	40	33.8	40	20		10	30	40	11		33.5	6.3	15.5	26.5	30.7	377.3
"	"	13		6.4	15	40	39.3	8.6		10.4	20					14.7			154.4
"	"	14					18.7	38	35.4	15									107.1
16	39	6							31.6		40	34.6	34.6	40					180.8
"	"	7		30	30		40	34.5		25.4					20	30			209.9

TOTAL

12,215.10 ACRES

R-679

~~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

I. 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:
.....
.....

II. 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, T..... R....., B. M., and is in the
of Section, T..... R....., 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
T....., R....., B. M., in the of Section, T....., R....., 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, T....., R....., B. M. in the
..... of Section, T....., R....., 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
(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.)
feet, material used in dam

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.

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

PERMIT NO. R-679

Proof of Application of Water to Beneficial Use

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.

Ans. I. H. Nash, age 77, 34 East 1st South, Preston, Idaho . (Farmer)

Ques. 2. Are you acquainted with Twin Lakes Canal Company, the holder of Permit No. R-679? How long have you known him and where does he reside?

Ans. Ever since the Twin Lakes Canal Company was organized. Operations are at Dayton, Idaho, the business office is in Preston, Idaho

Ques. 3. Have you read or heard read said Permit No. R-679, and are you familiar with its provisions and conditions?

Ans. Yes.

Ques. 4. State source of water supply, place of diversion, and describe works for conveying water from point of diversion to place of use.

Ans. From Mink Creek, Franklin County, Idaho, said storage water being from the water decreed under the terms of that decree entered in the District Court of the United States for the District of Idaho, Eastern Division, in equity No. 203, with a priority date of April 1, 1901.

Ques. 5. How many second feet of water do you estimate said works will safely conduct to place of use, and how much water have you seen being so conveyed?

Ans. 25 C. F. S.

Ques. 6. State for what purpose water is used and at what place. (If for irrigation, give each subdivision in which water has been used and number of acres irrigated in each subdivision.) State whether cultivated or natural meadow land and the nature of all improvements which have been made as a direct result of said use.

Ans. Irrigation -- approximately 13,000 acres irrigated. All of these lands have been irrigated as shown by the above mentioned decree and this reservoir serves to give a better distribution of the water.

R-679

Ques. 7. If for power or other purposes than irrigation, state how water has been applied and to what extent.

Ans. _____

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.

Ans. Various kinds - sand, clay, gravel, etc. 2.25 acre feet per acre.

Ques. 9. Have you any interest in the works, water or lands above mentioned? If so, in what way and to what extent?

Ans. Yes. I am a stockholder in the Company and irrigate over 300 acres.

Ques. 10. State when, how, in what amount and to what extent you have witnessed the application to beneficial use of water diverted under said permit.

Ans. 2300 acre feet under Permit No. R-679. This being the same water referred to as "stored water", being from the waters decreed under the terms of that decree entered in the District Court of the United States for the District of Idaho, Eastern Division, in equity No. 203, with priority date of April 1, 1901.

(Signed) _____

J. H. Nash

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 30th day of August,

A. D. 19 49.

Ray C. Bright

Notary Public.

My commission expires Nov 18, 1951

Twp.	Range	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SE¼	SW¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
14	38	12												40	40		40		120
"	"	14								40									40
"	"	22			33.5										35			39	107.5
"	"	23									15.9	24.1					20		60
"	"	26	19	26.9	29	40	38.8	40	35	39.8	39	21.8	30	38.4	40.5	30.3	30.2	34.5	533.2
"	"	25									19	19							38
"	"	34	15.1			9									15.2				39.3
"	"	35	1.6	24.6	36.3	17	40	40	31.9	33.5	40	40	40	40	30	28.3	35.7	30	508.9
"	"	36											40						40
14	39	21					30	40	40										110
"	"	25	20		20	33			20	20	40	40			10	30.5			233.5
"	"	28	5									40	30						75
"	"	29				40					40				20	20	40	40	200
"	"	30		20															20
"	"	32	37.5	40		40							40		40				197.5
14	39	33						30	20	20		40							110
14	40	19											40				30	30	100
"	"	20											30	20					50
"	"	30	30	30		10	30	40											140
15	38	1		25	15		38	35	40		35	40	40	40			15		323
"	"	2	41	36	29	38.3	41.9	31.5	30		40	20	20	40	40	33.9	33.3	40	514.9
"	"	10	5												12			28	45
"	"	11	39.2	35.7	35.7	39.8	40	40	39.2	40	40	40	39.1	39.6	28.8	38	39.4	35.9	610.4
"	"	12	10	40	40	35	40	40	40	40	40	40	40	40	40	40	40	40	605
"	"	13	40	40	40	40	40	40	40	40		40	40	40			40		480
"	"	14	35	40	40	32.3	40	40	40	40	38.5	28.5	19.7	40	25.5	37	30	23.5	550
"	"	15	30			27.7									7.6				65.3
"	"	22				35									30			40	105
"	"	23	23.5	30	38	37.1	40	30.5	40	40	40	40	40		16.5	30	40		485.6
"	"	24	24	36	40	13.5	40	40	40	40	40	20	20	40	40	40	40	40	553.5
"	"	25	20	40	40	10	40	40	25	40	40	40	40	40	40	40	40	40	575
"	"	26	15.4				5	30	20		12.2	12.8	30	40	10	21.2	37.2	26	259.8
"	"	27	33			40									31.7			8.2	112.9
"	"	34	2		10									10					22
"	"	35	20	40	30	20	20		25	40	40	10		30	40	40	40	40	435
"	"	26	40	40	40	38	36			40	40		32	39	40	40	40	40	505
15	39	5						41.3	40	30	40	40	40	30		40	10		311.3
"	"	6							20	20	40			20		25	40	10	175
"	"	7		40															40
"	"	18							36.7	21	30.6	36.6	30						154.9
"	"	19										36.2	10						46.2
"	"	30					20					3	30.7	27			15	20	115.7
"	"	31	40	40	40	40	40	32.5	34.8	40	40	34.8	34.7	40	35	30	15	15	551.8
"	"	32										20	20						40
16	38	1			31.9	36.7			30			40	25	28	40	20	40		291.6
"	"	2			37.6	37.5					40	20	24.5	40	40		40		279.6
"	"	10				15													15
"	"	11	20	20			26	40	40	18.7				5	12	30		32.5	244.2
"	"	12	40	40	33.8	40	20		10	30	40	11		33.5	6.3	15.5	26.5	30.7	377.3
"	"	13		6.4	15	40	39.3	8.6		10.4	20					14.7			154.4
"	"	14					18.7	38	35.4	15									107.1
16	39	6							31.6		40	34.6	34.6	40					180.8
"	"	7		30	30		40	34.5		25.4					20	30			209.9

Total Number of Acres to be irrigated 12,215.10

14-A. Existing water rights and/or valid permits appurtenant to the lands to be irrigated are

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
- I. 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:
- II. 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, T. R., B. M., and is in the
of Section, T. R., 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
T., R., B. M., in the of Section, T., R., 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, T., R., B. M. in the
..... of Section, T., R., 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
(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.)
feet; material used in dam
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.

- (a) Point of use of water: feet distant from corner of Section
T., R., B. M., in the of Section, T., R., 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, T., R., B. M. in the
..... of Section, T., R., 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
(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.)
feet; material used in dam
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.

Permit No. R-679

Proof of Completion of Works

DEPOSITION OF HOLDER

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

Ans. J. J. Sanford 408 1st W St. Preston, Idaho Manager

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. Twin Lakes Canal Co. Dayton, Idaho Manager
Office Preston, Idaho

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

Ans. No. R 679 2300 Acre Ft. Mink Creek, said storage being from water decreed under the terms of that decree entered in the District Court of the United States for the District of Idaho, Eastern Division, in Equity No. 203, with priority date of April 1, 1901.

Ques. 4. Under terms of permit construction was required to be completed by August 27, 1945 Ex. to Aug. 27 19 49.

Ques. 5. Construction was actually completed on the date of July 28 19 49

Ques. 6. Does the construction fully comply with the specifications? yes except change of plans to fit conditions

Ques. 7. Of what material was the dam built? Compacted Red Clay

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

Ans. Yes-- 1942- 750 Ac Ft. 1944 534 Ac Ft. 1946 680 Ac Ft. 1948 150 Ac Ft.
1943 730 Ac. Ft. 1945 698 Ac Ft. 1947 700 Ac Ft. 1949 1850 Ac Ft.

Ques. 9. The capacity of the reservoir is 2300 Ac Ft. acre feet.

Ques. 10. The area of the high water line of the reservoir is 117.44 acres.

Ques. 11. The height of the dam above bottom of reservoir is 55 feet, above low water is 40 feet.

Ques. 12. The dimensions of the spillway are No Spillway and the bottom of the spillway is feet below the top of the dam. Use pump for filling above 103 Elevation

Ques. 13. Dimensions of the reservoir outlet are 30" Diameter pipe

Ques. 14. Describe the gate and control unit.

Ans. Hardesty Circular Gate Model 50- 10- 50' Seating pressure
Type I 8 to 1 Hardesty Foist

Ques. 15. The reservoir outlet is made of 30" Diameter Steel pipe encased in reinforced concrete

Ques. 16. Is the reservoir filled through a feeder canal? yes Part gravity and part by pumping

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

Ans. Sw ¼ SE ¼ Section, 1 Twp. 40 S Range 40 E From Mink Creek
Sw SW NW 14 14S 39 E from Feeder Canal

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Handwritten signature

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

Ques. 19. If not, explain _____

Reservoir to main Feeder Canal Co. 1,000.00
Ques. 20. Cost of constructing feeder canal? \$ 1,000.00 Cost of reservoir? \$ 42,465.00
including pumps

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? yes

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. Earth fill Length top 570ft. Length 30 Ft. Top Width 16 ft. Slopes 3 to 1 and 2 to 1. Faced with angular stone near top.

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 and the place where such water is used consists of all the lands

under the Twin Lakes Canal Company System 13,000 Acres Approx.

TWP	RANGE	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NN 1/4	SW 1/4	SE 1/4	NE 1/4	NN 1/4	SW 1/4	SE 1/4	NE 1/4	NN 1/4	SW 1/4	SE 1/4	NE 1/4	NN 1/4	SW 1/4	SE 1/4	
I4	38	12												40	40		40		120
"	"	14								40									40
"	"	22				33.5									35			39	107.5
"	"	23									15.9	24.1					20		60
"	"	26	I9	26.9	29	40	38.8	40	35	39.8	39	21.8	30	32.4	40.5	50	55.5	55.5	533.2

under the Twin Lakes Canal Company System 13,000 Acres. Approx.

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	
I4	38	12												40	40		40		120
"	"	14								40									40
"	"	22			33.5										35			39	107.5
"	"	23									15.9	24.1					20		60
"	"	26	19	26.9	29	40	38.8	40	35	39.8	39	21.8	30	38.4	40.5	30	330	234.5	535.2
"	"	26.1									19	19							38
"	"	34	15.1			9									15.2				39.3
"	"	35	1.6	24.6	36.5	17	40	40	31.9	33.5	40	40	40	40	30	28.3	35.7	30	508.9
"	"	36											40						40
I4	39	21					30	40	40										110
"	"	25	20		20	33			20	20	40	40			10	30.5			233.5
"	"	28	5									40	30						75
"	"	29				40						40			20	20	40	40	197.5
"	"	30		20															20
"	"	32	37.5	40		40						40			40				197.5
I4	39	33					30	20	20		40								110
I4	40	19										40					30	30	100
"	"	20										30	20						50
"	"	30	30	30		10	30	40											140
I5	38	1		25	15		38	35	40		35	40	40	40			15		323
"	"	2	41	36	29	38.5	41.9	31.5	30		40	20	20	40	40	33.9	33.3	40	514.9
"	"	10	5													12		28	45
"	"	11	19.2	35.7	35.7	39.8	40	40	39.2	40	40	40	39.1	39.6	28.8	38	39.4	35.9	610.4
"	"	12	10	40	40	35	40	40	40	40	40	40	40	40	40	40	40	40	605
"	"	13	40	40	40	40	40	40	40	40		40	40	40			40		480
"	"	14	35	40	40	32	40	40	40	40	38.5	28.5	19	40	25.5	37	30	23.5	550
"	"	15	30			27.7									7.6				65.3
"	"	22				35									30		40		105
"	"	23	23.5	30	38	37.5	40	30.5	40	40	40	40	40	16.5	30	40			485.6
"	"	24	24	36	40	13.5	40	40	40	40	40	20	20	40	40	40	40	40	553.5
"	"	25	40	40	40	10	40	40	25	40	40	40	40	40	40	40	40	40	575
"	"	26	15.4				5	30	20		12.2	12.8	30	40	10	21.2	37.2	26	259.8
"	"	27	33			40									31.7			8.2	112.9
"	"	34	2		10									10					22
"	"	35	20	40	30	20	20		25	40	40	10		30	40	40	40	40	435
"	"	36	40	40	40	38	36			40	40		32	39	40	40	40	40	505
I5	39	5						41.3	40	30	40	40	40	30		40	10		311.3
"	"	6							20	20	40			20		25	40	10	175
"	"	7		40															40
"	"	18							36.7	21	30.6	36.6	30						154.9
"	"	19										36.2	10						46.2
"	"	30					20					3	30.7	27			15	20	115.7
"	"	31	40	40	40	40	40	32.5	34.8	40	40	34.8	34.7	40	35	30	15	15	551.8
"	"	32										20	20						40
I6	38	1			31.9	36.7			30			40	25	28	40	20	40		291.6
"	"	2			37.6	37.5					40	20	24.5	40	40		40		279.6
"	"	10				15													15
"	"	11	20	20			26	40	40	18			5	12	30			32.5	244.2
"	"	12	40	40	33.8	40	20		10	30	40	11		33.5	6.3	15.5	26.5	30.7	377.3
"	"	13		6.4	15	40	39.3	8.6		10.4	20				14.7				154.4
"	"	14					18.7	38	35.4	15									107.1
I6	39	6							31.6		40	34.6	34.6	40					180.8
"	"	7		30	30		40	34.5		25.4					20	30			209.9

TOTAL 12215.0

5/9/7

(Sign here).....

J. J. Sanford

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.....*Century*....., County of.....*Franklin*....., State of Idaho, on this.....*27*.....day of.....*August*..... A . D. 19*49*.

Ray C. Bright
Notary Public

My commission expires.....

Nov 18, 1951

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

Permit No. R- 679

Proof of Completion of Works

DEPOSITION OF WITNESS

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

Ans. I. H. Nash 34 E 1st. S Farmer Preston Idaho

Ques. 2. Are you acquainted with Twin Lakes Canal Company, the holder of Permit No. R-679, authorizing the storage of 2300 acre feet of the waters of Mink Creek 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. Ever since the Twin Lakes Canal Company was incorporated.

Ques. 3. Have you read or heard read said Permit? YES Are you familiar with its terms and conditions? YES

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

Ans. Compacted Red Clay

Ques. 5. Is the reservoir fully constructed? YES Has water been turned into it? yes
And to what extent? 1942-750 Acre Ft.; 1943-1947 668 Ac. Ft. 1948-850 Ac Ft. 1949-1850 Ac Ft.

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

Ans. SW ¼ SE ¼ Section One Township 40S Range 40 East From Mink Creek
SW NW 14 14So. 39 East Main Ca.

Ques. 7. The outlet of the reservoir is located in the SW ¼ NW ¼ Section 14
Twp. 14 South Range 39 East

Ques. 8. Describe the spillway.

Ans. No Spillway- Reservoir filled by Gravity 750 Acre Ft. Balance Pumped.

Ques. 9. How much below the top of the dam is the bottom of the spillway? Ft.

Ques. 10. State the dimensions of the outlet for the reservoir. 30 inch Diameter pipe

Ques. 11. Of what material is the outlet made? Steel pipe encased in reinforced concrete

Ques. 12. How is the outlet gate operated? Type I-8 to 1 Hardesty Hoist

Ques. 13. Of what material has the dam been constructed? Red Clay

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. Canal from Reservoir to Main Canal 25 Cu. Ft. S.

Main Twin Lakes Canal 150 CFS

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

Ans. Irrigation

R-679

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. 2.25 Acre Ft. Per Acre

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

Ans. The place where such water is used consists of all the lands under the
Twin Lakes Canal Company System

(Sign here) *W. H. Nash*

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 27 day of August, 19 49.

W. H. Nash
Notary Public

My commission expires 11/18/51

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

Permit No. R-679

Proof of Completion of Works

DEPOSITION OF WITNESS

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

Ans. Wendell H. Smith, R.D. #2 Preston, Idaho. (Engineer)

Ques. 2. Are you acquainted with Twin Lakes Canal Company, the holder of Permit No. R.679, authorizing the storage of 2300 acre feet of the waters of Mink Creek 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. 25 Years

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

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

Ans. Compacted Red Clay

Ques. 5. Is the reservoir fully constructed? Yes Has water been turned into it? Yes
And to what extent? 1942-750 Ac. Ft.; 1943-1947-668 Ac. Ft. 1948-850 Ac. Ft. 1949-1850 Ac Ft.
Average

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

Ans. SW 1/4 SD 1/4 Section 14, Township 40 South Range 40 E. from Mink Creek
SW 1/4 NW 1/4 14 South 39 E. Main Canal

Ques. 7. The outlet of the reservoir is located in the SW 1/4 NW 1/4 Section 14
Twp. 14 South Range 39 East

Ques. 8. Describe the spillway.

Ans. No spillway-- Reservoir filled by Gravity 750 Acre Ft. Balance Pumped.

Ques. 9. How much below the top of the dam is the bottom of the spillway? Ft.

Ques. 10. State the dimensions of the outlet for the reservoir. 30 inch diameter pipe

Ques. 11. Of what material is the outlet made? Steel pipe encased in reinforced concrete

Ques. 12. How is the outlet gate operated? Type III 8 to 1 Hardesty Poist

Ques. 13. Of what material has the dam been constructed? Red Clay

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. Canal from Reservoir to Main Canal 25 CFS

Main Twin Lakes Canal 150 CFS

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

Ans. Irrigation

R-679

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. 2.25 Acre Ft. per Acre

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

Ans. The place where such water is used consists of all lands under the
Swain Lakes Canal Company System

(Sign here) Wendell H. Smith

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 27 day of August 19 49

[Signature]
Notary Public

My commission expires Nov. 18, 1951

Office Of
Twin Lakes Canal Company
Preston, Idaho

STATE OF IDAHO }
COUNTY OF FRANKLIN } SS

I, Lester P. Sears, do solemnly swear that I was the Water Master for the period 1936 to 1942 below Reservoir #1 of the Twin Lakes Canal Company, and that to my own personal knowledge, I know that high water from Mink Creek was used as long as available by being sent into the irrigation laterals to its full capacity, and the users of the Twin Lakes Canal Company water were urged to use this early water, and did so, because there was a shortage of water anticipated in the latter part of the season.

Lester P. Sears

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 my office in Preston, County of Franklin, on this 27th day of August, 1949.

Ray C. Dugan
Notary public

My commission expires Nov. 19, 1951.

R-679

Office Of
Twin Lakes Canal Company
Preston, Idaho

STATE OF IDAHO

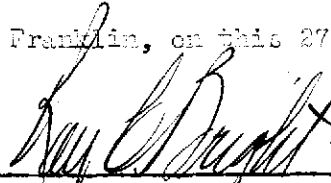
COUNTY OF FRANKLIN

} ss

I. J. J. Sanford, do solemnly swear that I have been the manager of the Twin Lakes Canal Company since 1922, and that to my own personal knowledge, I know that the 2300 acre feet of water claimed for storage in Reservoir #2, just completed, has been used in previous years both above and below the original reservoir #1 of the Twin Lakes Canal Company; during the early part of the season of each year, when water was plentiful, all users were urged to keep watered up, and all streams were increased as there was not enough storage water and water from Link Creek to complete the season. The users above Reservoir #1 (approximately 2,000 acres) in low water years went as long as 20 days between turns, and the 11,000 acres below Reservoir #1 were required to cut their streams to complete the season. By storing this early water in Reservoir #2, the canals both below and above Reservoir #1 can be kept at a normal flow and distributed through the season with a more beneficial use.



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, on this 27th day of August, 1949.



Notary Public

My commission expires Nov. 13, 1951

R-679

Office Of
Twin Lakes Canal Company
Preston, Idaho

STATE OF IDAHO

COUNTY OF FRANKLIN

} ss

I, H. W. Smith, do solemnly swear that I was the water master for the past thirty (30) years, above reservoir #1 of the Twin Lakes Canal Company, and that to my own personal knowledge, I know that high water from Mink Creek was used as long as available by being sent into the irrigation laterals to its full capacity, and the users of the Twin Lakes Canal Company water were urged to use this early water, and did so, because there was a shortage of water anticipated in the latter part of the season. I also know to my own knowledge that users above Reservoir #1, in low water years went as long as 20 days between turns in the latter part of the season.

H. W. Smith

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, on this 27th day of August, 1949.

Ray C. Bugh
Notary Public

My commission expires Nov. 18, 1951.

R-679

NOTICE OF PROOF OF COMPLETION OF WORKS and APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at 10:00 A.M., on the 27th day of August, 1949, at Preston, County of Franklin, State of Idaho, before Ray C. Bright, Notary Public, proof will be submitted of the completion of works for the storage of 2,300 acre feet per annum of water diverted from Mink Creek under Right 469 in the decree Utah Power & Light Co. vs. Last Chance Canal Co.,

and of the application to beneficial use of said water, in accordance with the terms and conditions of Permit No. R-679 heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit are Twin Lakes Canal Company, Preston, Idaho.

2. Said works of storage will be fully completed on the date set for such completion, and the amount of water which said works are capable of storing in accordance with the plans accompanying the application for such permit is 2,300 acre feet per annum.

3. The use to which such water has been applied is irrigation, and the amount applied to beneficial use is 2,300 acre feet per annum.

4. The place where such water is used consists of all the lands under the Twin Lakes Canal Company system.

5. The date of priority which said user is prepared to establish under this permit is August 19, 1940, said storage being from water decreed under the terms of that decree entered in the District Court of the United States for the District of Idaho, Eastern Division, in Equity No. 203, with priority date of April 1, 1901.

Mark R. Kulp

State Reclamation Engineer

7-22-49

30-33c

Aug. 18, 1949

ON CITIZEN, PRESTON, ID.

Lakes Canal Company, Preston, Idaho.

2. Said works of storage will be fully completed on the date set for such completion, and the amount of water which said works are capable of storing in accordance with the plans accompanying the application for such permit is 2,300 acre feet per annum.

3. The use to which such water has been applied is irrigation, and the amount applied to beneficial use is 2,300 acre feet per annum.

4. The place where such water is used consists of all the lands under the Twin Lakes Canal Company system.

5. The date of priority which said user is prepared to establish under this permit is August 19, 1940, said storage being from water decreed under the terms of that decree entered in the District Court of the United States for the District of Idaho, Eastern Division, in Equity No. 203, with priority date of April 1, 1901.

Mark R. Kulp
State Reclamation Engineer
30-33c

SUMMONS

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR LIN COUNTY

A. T. Smith,

P

vs.

William W. Williams engaged in business in the name of William Williams & Co.; the unknown heirs of the unknown deceased C. McGregor, d. Anderson; William Mountain Anderson; Men, a corporation; Mortgage Bank of New International corporation; and/or the undersigned any of the undersigned agents who may be known claimants following situated in the State of Idaho: All of the Northern ship 12 of Boise, Idaho. Judicial.

of the State of Idaho. Judicial.

IVAN H. THOMPSON
Administrator of the estate of Thomas Thompson, deceased, and Hannah Hall Thompson, deceased.
MERRILL and MERRILL, attorneys for Administrator, Pocatello, Idaho

32-35c

NOTICE OF PROOF OF COMPLETION OF WORKS and APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at 10:00 A.M., on the 27th day of August, 1949, at Preston, County of Franklin, State of Idaho, before Ray C. Bright, Notary Public, proof will be submitted of the completion of works for the storage of 2,300 acre feet per annum of water diverted from Mink Creek under Right 469 in the decree Utah Power & Light Co. vs. Last Chance Canal Co., and of the application to beneficial use of said water, in accordance with the terms and conditions of Permit No. R-679 heretofore issued by the Department of Reclamation of the State of Idaho.

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
BOISE, IDAHO

Date: July 20, 1949

Re: Permit No. R-679
Twin Lakes Canal Co.

Preston Citizen

Preston, Idaho

Gentlemen:

Enclosed you will find notice for publication once a week for four consecutive weeks prior to August 27, 1949, the date set for proof, the expense of the publication to be paid by the applicant, Twin Lakes Canal Co. of Preston C/o J. J. Sanford, Manager 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 of the first publication.

Very truly yours,

MARK R. KUTP

State Reclamation Engineer

By

Chief Clerk

R-679

NOTICE OF PROOF OF COMPLETION OF WORKS
and
APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at 10:00 A. M., on the 27th day of August, 1949, at Preston, County of Franklin, State of Idaho, before Ray C. Bright, Notary Public, proof will be submitted of the completion of works for the storage of 2,300 acre feet per annum of water diverted from Mink Creek under Right 469 in the decree Utah Power & Light Co. vs. Last Chance Canal Co., and of the application to beneficial use of said water, in accordance with the terms and conditions of Permit No. R-679 heretofore issued by the Department of Reclamation of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit are Twin Lakes Canal Company, Preston, Idaho.

2. Said works of storage will be fully completed on the date set for such completion, and the amount of water which said works are capable of storing in accordance with the plans accompanying the application for such permit is 2,300 acre feet per annum.

3. The use to which such water has been applied is irrigation, and the amount applied to beneficial use is 2,300 acre feet per annum.

4. The place where such water is used consists of all the lands under the Twin Lakes Canal Company system.

5. The date of priority which said user is prepared to establish under this permit is August 19, 1940, said storage being from water decreed under the terms of that decree entered in the District Court of the United States for the District of Idaho, Eastern Division, in Equity No. 203, with priority date of April 1, 1901.

MARK R. KULP
State Reclamation Engineer

R-679

Form No. 11

NOTICE TO ACCOMPANY THIS LETTER MUST BE MADE IN DUPLICATE

(Date) July 7, 1949
(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 this county in which the works are situated.

Irrig. Lakes Canal Co
by J. J. Sanford, Mgr.

(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-679

✓
July 21, 1949

Re: Permit No. R-679

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

Dear Mr. Baum:

We acknowledge receipt of your letter of July 19, enclosing Notice of Proof of Completion of Works and Beneficial Use under Permit No. R-679 of the Twin Lakes Canal Company.

We have set 10:00 A.M. on the 27th day of August as the date for making these proofs and have sent a copy of the Notice to the Preston Citizen with instructions to publish it once a week for four consecutive weeks prior to that date, and to send Mr. Sanford the Affidavit of Publication together with statement of costs.

We enclose herewith, the necessary forms of deposition for making these proofs, consisting of one for the Permit Holder and one for each of two witnesses for each proof.

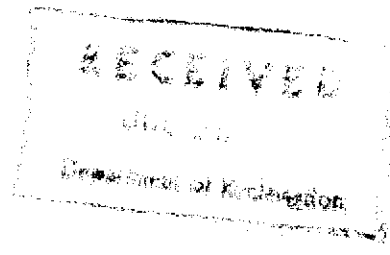
Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

A:bb
Enc.

R-679



July 19, 1949

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

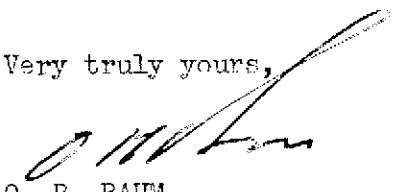
Re: Permit No. R-679
Twin Lakes Canal Co.
Preston, Idaho

Dear Mr. Kulp:

This will acknowledge receipt of your letter of July 16th and, in conformance with our conversation of yesterday, I am enclosing original Notice of Proof.

Thanks for your assistance in this matter.

Very truly yours,


O. R. BAUM

eh
ENCs.

*Law
Offices
O. R. Baum
Pocatello
Idaho*

R-679

R-679

July 16, 1949

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

Re: Permit No. R-679

Dear Judge Baum:

I am enclosing, for your comments,
a draft of notice of completion of works and applica-
tion of water to beneficial use under Permit No.
R-679, which is more acceptable to this office than
the draft previously submitted.

It is believed that this draft covers
your objectives.

Very truly yours,

K:A
Encl.

MARK R. KUTP
State Reclamation Engineer

R-679

July 8, 1949

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

Re: Permit No. R-679 - Twin Lakes Canal Company
(Storage)

Dear Mr. Kulp:

Subjoined hereto you will find form No. 11 in duplicate, also form 36. I have taken the liberty of filling out form 36 and call your particular attention to paragraph number 5.

I prepared for the Twin Lakes Canal Company an opinion, of which I enclose a copy.

Today, while discussing this matter with the directors of the Twin Lakes Canal Company, I was shown Application No. 27706, Permit No. R-793, Preston-Whitney Irrigation Company, and this application has a recital something similar to the recital that I was hoping to obtain ultimately for the Twin Lakes Canal Company.

You have, of course, on file a copy of the final Decree known as "Utah Power & Light Company -Last Chance Canal" suit, and if you will refer to Page 104, right No. 469, you will note the following recital therein:

"Between the dates of May 1st and September 30th of each year, said Company shall be entitled to divert any surplus above the prior rights of other claimants from such stream ° ° °."

The Twin Lakes Canal Company, before it constructed its reservoir, delivered surplus water to its stockholders and being that they could not store the same the stockholders were advised to soak their lands and this surplus water was utilized in that manner.

*Law
Offices
C. R. Baum
Pocatello
Idaho*

R-679

Mr. Mark R. Kulp
July 8, 1949
Page #2

Re: Permit No. R-679 - Twin Lakes Canal Company

I realize, Mr. Kulp, that you cannot grant us a right other than of August 27, 1940, but we are very desirous of maintaining fact, namely, tying in the present application and license to be granted thereunder, with the recital in the decree so that it will show that there was no election to abandon our use under the decree.

I anticipate being in Boise and I would like to have the liberty of discussing this further with you and with the Attorney General, Robert Smiley.

You will note the form provides as to the Preston Citizen being the paper.

If this is not sufficient, being that our time is limited, will you call me at my expense?

Very truly yours,

O. R. BAUM

ORB:b
Encls.

R-679

NOTICE OF PROOF OF COMPLETION OF WORKS
and
APPLICATION OF WATER TO BENEFICIAL USE

Notice is hereby given that at _____ on the _____
day of July, 1949, at Preston ^{M.} County of _____
Franklin State of Idaho, before Ray C. Bright, Notary Public for the/
proof will be submitted of the completion of works for the diversion of 300
cubic feet per second of the waters of Mink Creek (as referred to in/ and of Right 469 in the Decree Utah Power & Light Co. vs. Last Chance Canal Co.)
the application to beneficial use of said water, in accordance with the terms and
conditions of Permit No. R-679 heretofore issued by the State Reclamation
Engineer of the State of Idaho.

1. The name and postoffice address of the person or corporation holding said permit are Preston, Idaho
2. 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 use, in accordance with the plans accompanying the application for such permit, is 300 cubic feet per second.
3. The use to which said water has been applied is irrigation purposes, and the amount applied to beneficial use is 300 cubic feet per second.
4. The place where said water is used is as shown in Application No. 26469

5. The date of priority which said user is prepared to establish is as of April 1, 1901, in accordance with the terms of that decree entered in the District Court of the United States for the District of Idaho, Eastern Division, in equity number 203, and for record purposes as of the 27th day of August, 1940.

State Reclamation Engineer

R-679

July 7, 1949

Twin Lakes Canal Company
Preston, Idaho

Gentlemen:

You have inquired as to the advisability of submitting proof as to complete Application of Water to Beneficial Use, as described in permit No. E-679, and also as to whether or not by submitting proof in support of such application if the same would constitute an election, thereby causing you to lose your early date of priority and the taking of a date as of the day of your application, and in this connection may I say that in my opinion you would not lose your early date of priority by the submission of proof in support of your application, which bears the date as of the 27th day of August, 1940.

I find, by checking the authorities, that the Supreme Court of the State of Idaho has passed upon the matter several times, although in only one instance where the facts were identical. In the case of *Joyce v. Ruben*, 23 Idaho 296, the court was discussing the legal effect of posting and filing for record location notices of water, notwithstanding that such party had many years prior thereto constructed ditches and diverted the waters and irrigated certain lands, and the court concluded the matter thusly:

"The posting of such notices in no way deprived them of the date of priority to which they were entitled under their actual appropriation of such water."

In the case of *Newport Water Company v. Kellogg*, 31 Idaho 574, the Supreme Court of Idaho put the matter thusly:

"By obtaining the issuance of a water license the appropriator does not waive any rights he may have had previously through actual diversion and application to a beneficial use."

R-679

Twin Lakes Canal Company
July 7, 1949
Page #2

In each of the cases above referred to it was very evident from the record that it was never the intention of the party who had utilized the water and subsequently made application for a license, to do other than to make a record title of his water right, or obtaining the benefit of the Doctrine of Relation as to water utilized during the years that the terms of the application were being complied with.

You should, gentlemen, in my opinion, make proof under your application and I have prepared, what I deem an appropriate statement, to be placed in your Notice of Proof of Completion of Works, a copy of such statement being attached hereto.

Very truly yours,

O. R. BAUM

ORB:b
Encl.

R-679

June 17, 1949

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

Re: Permit No. R-679
Twin Lakes Canal Company.

Dear Mr. Baum:

Answering your query of June 16, 1949, on the
above Permit:

The Statutes relating to permits do not provide for a priority earlier than the date of receipt of the application for permit.

The Twin Lakes Canal Company has a decreed right from Mink Creek for 300 c.f.s. priority April 1, 1901, from September 30th to the following May 1st of each year "for use and storage in said Company's reservoir or reservoirs." This 300 c.f.s. is more than the present capacity of the canal and the priority of the storage should be of little moment.

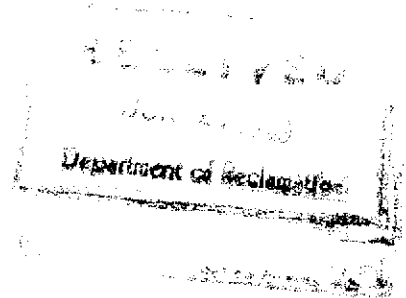
Very truly yours,

MARK R. KULP
State Reclamation Engineer

MRK:bh

R-679

June 16, 1949



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

Re: Application No. 26469
Permit No. R 679 - Twin Lakes
Canal Company, Preston, Idaho

My dear Kulp:

The Twin Lakes Canal Company has until August 27, 1949, to submit proof, and I have been hoping to visit Boise to discuss with you one or two phases before going forward.

The Application for Permit provides, among other things, as follows:

"The purpose of this reservoir is to store water which we have been using in the early part of the seasons. This will enable us to make a more uniform delivery of water throughout the season and a more beneficial use."

It appears that what the company was doing before the reservoir was constructed was this: As long as the high waters remained in the river, the same were taken out and put upon the lands even to the extent of flooding the lands; and, since the reservoir was constructed, this water has been stored and utilized more beneficially and throughout the season.

The question in the minds of the officials of the Twin Lakes Canal Company is this: Will they be able by making proof under the Permit to obtain the same date of priority that they had at the time they were flooding the lands instead of storing the waters?

You may advise.

Very truly yours,

O. R. BAUM

ORB:eh

*Law
Officers
C. R. Baum
Pocatello
Idaho*

R. 679

STATE OF IDAHO

DEPARTMENT OF RECLAMATION

Boise, Idaho

June 1, 1949

Twin Lakes Canal Co.
C/o J. J. Sanford, Manager
Preston, Idaho

Dear Sir:

We enclose herewith blank notice for proof of ^{completion of works and} application of water to beneficial use under your Permit No. R-679. This notice should be filled out in duplicate and returned to this office at least 40 days before the date upon which you wish to make this proof, in order to allow time for the four weeks' publication required by law.

This proof must be submitted before a Notary Public or other officer authorized by law to administer oaths.

The date for proof, as set out in your permit, is not later than August 27, 1949, and if proof is submitted later than said date, your priority will be brought down a length of time equal to the time elapsing between the date the proof is due and the date proof is actually made.

Very truly yours,

MARK R. MUIP

State Reclamation Engineer

R-679

September 13, 1945

Re: Permit No. R-679

The Preston Citizen
Preston, Idaho

Gentleman:

We return herewith Affidavit of Publication of notice of application for extension of time for completion of works by the Twin Lakes Canal Company, together with your statement of publication costs amounting to \$6.15.

No doubt this was sent to this department by mistake, as office letter transmitting the notice for publication advised that the affidavit of publication was to be sent to Mr. J. J. Sanford, Manager of the Twin Lakes Canal Company, who would pay the cost of publication; and since then we have received from him the affidavit, and the publication cost of \$6.00 is marked "Paid W.F.M."

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

A
CC to J. J. Sanford

R-679

✓
July 23, 1945

Re: Permit No. R-679

Mr. J. J. Sanford, Manager,
Twin Lakes Canal Company,
Preston, Idaho

Dear Mr. Sanford:

We enclose herewith the approval of the State Reclamation Engineer of the application of the Twin Lakes Canal Company for extension of time to August 27, 1949, for completion of works under the above numbered permit.

This should be attached to the original permit, of which it now forms a part.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

A
Encls.

R-679

APPROVAL OF STATE RECLAMATION ENGINEER

WHEREAS, Application for extension of time for Completion of Works under Permit to store and appropriate the public waters of the State of Idaho, No. R-679, has been made by the owner thereof, Twin Lakes Canal Company, through its Manager, J. J. Sanford, of Preston, Idaho, which application was duly advertised for a period of two consecutive weeks in the Preston Citizen, stating that on the 20th day of July, 1945, a hearing would be held for the purpose of receiving any protests, testimony or evidence regarding such application; and,

WHEREAS, At the time set for the hearing no protest, testimony or evidence had been presented, either orally or by affidavit; and,

WHEREAS, It appears that the owner of said permit is entitled to a further extension of time within which to complete work:

NOW, THEREFORE, I, Mark R. Kulp, State Reclamation Engineer of the State of Idaho, by virtue of authority vested in me under Chapter 12 (Senate Bill 13) of the 1945 Session Laws, hereby extend the time for completion of works under Permit to appropriate and store the public waters of the State of Idaho No. R-679, to August 27, 1949.

WITNESS MY HAND this 23rd day of July, A. D. 1945.

Mark R. Kulp

MARK R. KULP
State Reclamation Engineer

R-679

Pub. Cost. two issues, 40 lines
Total \$8.00

PAID
W. J. Macknight

AFFIDAVIT OF PUBLICATION

I, W. J. Macknight
Printer of The Preston Citizen,
a newspaper published weekly at
Preston, Franklin County, Idaho,
do solemnly swear that the notice
as per clipping attached was pub-
lished in the regular and entire
issue of said newspaper, and not
in any supplement thereof for

Two consecutive weeks,
commencing with the issue dated

June 27, 1945

and ending with the issue dated,

July 5, 1945

W. J. Macknight
Signature

Subscribed and sworn to be-

fore me this 20 day of

July, 1945

Mark R. Kulp

(SEAL) Notary Public.

Preston, Idaho

My commission expires:

July 1 -, 1947

NOTICE FOR PUBLICATION

NOTICE OF APPLICATION FOR
EXTENSION OF TIME FOR
COMPLETION OF WORKS UN-
DER SENATE BILL NO. 93,
SESSION LAWS OF 1943.

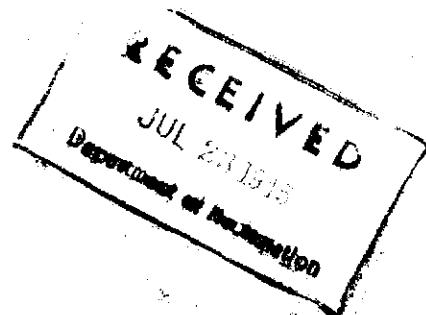
Notice is hereby given, that on
the 20th day of July 1945, at
11:00 o'clock, A. M., a hearing
will be held by the State Recla-
mation Engineer, or his deputy,
at Room 107 State House, Boise,
County of Ada, State of Idaho,
for the purpose of receiving any
protests, testimony and evidence
regarding an application for ex-
tension of time for completion of
works under Permit to Appro-
priate the Public Waters of the
State of Idaho, No. R-679. The
said protests and evidence may
be submitted either orally or by
affidavits by any person or per-
sons owning or in possession of
a right to the use of any waters
of a stream or source of supply
affected by the said extension.

1. The number of said Permit
is R-679.

2. The name and post-office
address of the person or persons
or corporation holding said per-
mit or permits are: Twin Lakes
Canal Company, Preston, Idaho.

3. The amount of water claim-
ed by the said permit or permits
is 2,300 acre feet per annum from
Mink Creek which is tributary to
Bear River.

R-679
MARK R. KULP
State Reclamation Engineer
26-27

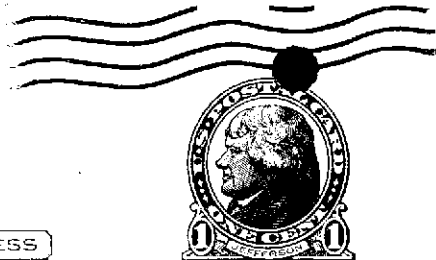


R-679

Gentlemen: We are pleased to acknowledge receipt of the "notice for publication" which will be inserted first time on July 5.

W.F. MacKnight

R-679



THIS SIDE OF CARD IS FOR ADDRESS

RECEIVED

JUL 2 1945

Department of Reclamation

Idaho State Dept. of
RECLAMATION

Boise, Idaho

STATE OF IDAHO
DEPARTMENT OF RECLAMATION

BOISE

Re: Permit No. R-679

Date . June 27, 1945 . . .

The Preston Citizen

Preston, Idaho

Gentlemen:

Enclosed you will find notice for publication once a week for two consecutive weeks prior to **July 20, 1945** the date set for hearing, the expense of the publication to be paid by the applicant,

Twin Lakes Canal Co., C/o J. J. Sanford, Manager, Preston, Idaho to whom you should furnish proof of publication on or prior to the date set for hearing.

Please acknowledge receipt of this notice, and furnish this office with a copy of the first publication.

Very truly yours,

MARK R. KULP
State Reclamation Engineer

By

Chief Clerk

R-679

NOTICE FOR PUBLICATION

NOTICE OF APPLICATION FOR EXTENSION OF TIME FOR COMPLETION OF WORKS
UNDER SENATE BILL NO. 43, SESSION LAWS OF 1945

06600565500000000000

Notice is hereby given, that on the 20th day of July
1945, at 11:00 o'clock, A. M., a hearing will be held by the
State Reclamation Engineer, or his deputy, at ~~Room 107 State House, Boise~~
County of Ada, State of Idaho, for the purpose of
receiving any protests, testimony and evidence regarding an application for
extension of time for completion of works under Permit to appropriate the
Public Waters of the State of Idaho, No. R-679. The said protests
and evidence may be submitted either orally or by affidavits by any person
or persons owning or in possession of a right to the use of any waters of a
stream or source of supply affected by the said extension.

1. The number of said Permit is R-379

2. The name and post-office address of the person or persons
or corporation holding said permit or permits are:

Twin Lakes Canal Company, Preston, Idaho

3. The amount of water claimed by the said permit or permits is
2,300 acre feet per annum from Mink Creek
which is tributary to Bear River

MARK R. KULP
State Reclamation Engineer

R-679

✓
June 27, 1945

Re: Permit No. R-679

Mr. J. J. Sanford, Manager,
Twin Lakes Canal Company
Preston, Idaho

Dear Mr. Sanford:

We acknowledge receipt of your letter of June 25th, enclosing application for extension of time for completion of works under your Permit No. R-679; also authorization to have the notice in connection therewith published in the Preston Citizen.

We have set July 20th, at 11:00 A.M., as the time for the hearing, and have sent a copy of the notice to the newspaper, with instructions to publish it once a week for two consecutive weeks prior to that time, and to send you the affidavit of publication, together with bill for cost of publishing.

It will not be necessary for you to appear at the hearing, but if there are no protests the application will be approved, upon receipt from you of the affidavit of publication. Should there be any protests, you will be duly notified.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

A

R-679

Office Of
Twin Lakes Canal Company
Preston, Idaho

June 25, 1945

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

Dear Mr. Kulp:

*Enclosed find forms requesting
a four year extension for
completion of work under Permit
No. R-679.*

Very truly yours,

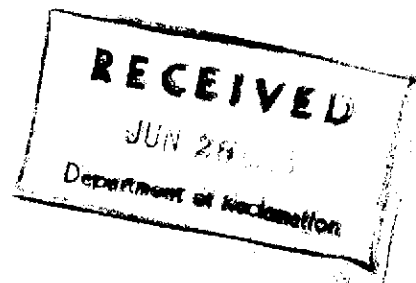
Twin Lakes Canal Co.

by J. V. Sanford, Mgr.

June 26

2300 up

~ ~



R-679

PERMIT NO. R-679

APPLICATION FOR EXTENSION OF TIME FOR COMPLETION OF WORKS
UNDER SENATE BILL NO. 13, SESSION LAWS OF 1945.

STATE OF IDAHO)
(
County of Franklin)

Twin Lakes Canal Company of Preston, State of
Idaho, being first duly sworn, upon his oath deposes and says:

That he is the owner and holder of Permit to appropriate the
Public Waters of the State of Idaho, No. R-679

That under the terms and conditions of said Permit, completion
of works thereunder is required by August 27, 1945.

That he has heretofore in good faith performed the following
work and taken the following steps to bring about the completion of the
said works described under the said permit, to-wit:

About one half of the total yardage in the dam is in
place as well as the outlet pipe and gate installed, 2 $\frac{1}{2}$ miles of
power line constructed, and pump of 5 $\frac{1}{2}$ cu. ft. installed

That he is unable to complete the remainder of said works and
submit proof of completion of works within the required time, for the
following reasons, to-wit:

Scarcity of labor, machinery and inability to purchase
pump of required capacity.

Wherefore, he makes application to the State Reclamation Engineer
to extend the time for Completion of Works under the said permit to
August 27, 1949, pursuant to the provisions of Senate
Bill No. 13, Session Laws of 1945.

Subscribed and sworn to before me this 25 day of June, 1945

My commission expires

Jan. 22, 1946

Notary Public for Idaho

Residing at Preston, Idaho

Date of receipt at office of Department of Reclamation June 26, 1945

R-679

PERMIT NO. R-679

APPLICATION FOR EXTENSION OF TIME FOR COMPLETION OF WORKS
UNDER SENATE BILL NO. 13, SESSION LAWS OF 1945.

STATE OF IDAHO)
(
County of Franklin)

Twin Lakes Canal Company of Preston, State of
Idaho, being first duly sworn, upon his oath deposes and says:

That he is the owner and holder of Permit to appropriate the
Public Waters of the State of Idaho, No. R-679

That under the terms and conditions of said Permit, completion
of works thereunder is required by August 27, 1945.

That he has heretofore in good faith performed the following
work and taken the following steps to bring about the completion of the
said works described under the said permit, to-wit:

About one half of the total yardage in the dam is in
place as well as the outlet pipe and gate installed, 2½ miles of
power line constructed, and pump of 5½ cu. ft. installed.

That he is unable to complete the remainder of said works and
submit proof of completion of works within the required time, for the
following reasons, to-wit:

Scarcity of labor, machinery and inability to purchase
pump of required capacity.

Wherefore, he makes application to the State Reclamation Engineer
to extend the time for Completion of Works under the said permit to
August 27, 1949, pursuant to the provisions of Senate
Bill No. 13, Session Laws of 1945.

Subscribed and sworn to before me this 25 day of June, 1945

My commission expires
Jan 27, 1946

Twin Lakes Canal Co.
By J. J. Sanford, Mar.
J. J. Sanford
Notary Public for Idaho
Residing at Preston, Idaho

Date of receipt at office of Department of Reclamation June 26, 1945

R-679

NOTICE TO ACCOMPANY THIS LETTER MUST BE MADE IN DUPLICATE

(Date) June 24, 1945

(P. O.) Preston, Idaho

STATE RECLAMATION ENGINEER

TO THE COMMISSIONER OF RECLAMATION

Boise, Idaho.

Dear Sir:

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

Twin Lakes Canal Co.
By C. E. Sanford, Mgr.

(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-679

June 6, 1945

Re: Permit No. R-679

Mr. J. J. Sanford, Manager,
Twin Lakes Canal Company,
Preston, Idaho

Dear Mr. Sanford:

We acknowledge receipt of your letter of June 3rd, in which you request an extension of time for completion of works under your Permit No. R-679.

We enclose herewith a summary of Senate Bill No. 13 passed by the 1945 legislature, and also a form of application for extension under the provisions of this bill.

As you will note, this calls for the publication of a notice once a week for two consecutive weeks in a newspaper in the county where the water is located. This notice will be made out in this department, in form similar to the enclosed.

In returning the application for extension, please also return Form No. 11, which is your authorization for us to have the notice published at your expense in the designated newspaper.

Very truly yours,

MARK R. KULP
State Reclamation Engineer
By

Chief Clerk

A
Encls.

R-679

Office Of
Twin Lakes Canal Company
Preston, Idaho

June 3, 1945

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

Dear Mr. Kulp:

Your letter containing blank notice for completion of works on dam under Permit No. R-679, received.

The dam is only about one-half completed due to labor shortage, the inability to get the proper machinery, and unexpected failure of our canals in the past few years. As a result, we would like to get an extension of time for as long a period as possible as the cost of our other canal improvements are high, machinery is scarce, and we are having trouble in spreading our assessments to cover all work needed.

Please advise me if you have special forms to be used for asking for an extension, and if not what procedure we follow in making such a request.

Very truly yours,

TWIN LAKES CANAL COMPANY

J. J. Sanford
J. J. Sanford, Manager

RECEIVED

JUN 5 1945

Department of Reclamation

R-679

S T A T E O F I D A H O

DEPARTMENT OF RECLAMATION

Boise, June 1, 1945

Twin Lakes Canal Co.
C/o J. J. Sanford, Mgr.
Preston, Idaho

Dear Sir:

We enclose herewith blank notice for proof of completion of works and of application of water to beneficial use under your Permit No. R-679. This should be filled out in duplicate and returned to this office at least 40 days before the date upon which you wish to make proof, in order to allow time for the four weeks' publication required by law.

The proof must be submitted before a Notary Public or other officer authorized by law to administer oaths.

The date for proof, as set out in your permit, is August 27, 1945 and if proof is submitted subsequent to said date, your priority will be brought down a length of time equal to the time elapsing between the date proof is due and the date proof is actually made.

Very truly yours,

MARK R. KULP

State Reclamation Engineer

R-679

Permit R-679

September 24, 1940

Mr. J. J. Sanford
Preston, Idaho

Dear Mr. Sanford:

Upon further consideration of the subject of the proposed dam for the Twin Lakes Canal Company, Reservoir # 2, and some study of the plans thereof since my return to the office, a few thoughts have occurred which I am transmitting as an extension of our conversation and inspection of the damsite upon the 19th inst.

It strikes me that instead of locating the first section of the dam (i.e. to Elev. 108) so as to bring the lower toe at the location indicated upon the cross section plan now on file, it would be better to build upon the center line as shown for the higher (55 ft.) dam. This would locate the axis of the dam 34 ft., further up stream than would be the case if the original plan were to be followed. This plan would mean moving the final dam that much further away from the sand strata disclosed in the cut for the Inlet and Outlet canal on the hillside immediately below the dam. Then if and when the dam were raised to the 55 foot height it would appear that the safest procedure would be to place most if not all additional material upon the upper side of the first lift. However, such later addition would then move the axis up stream a distance of 34 feet and in such event were a cutoff trench to be located beneath the axis of the lower dam it would be too far below the center line of the final structure.

With this thought in mind it would appear to me that so far as a cutoff trench is concerned it would best fit all present and future plans if it were to be located beneath the upper slope at such points as would afford it coverage ranging from a maximum of 20 feet in the deeper part of the dam to a minimum of four or five at the ends. This could be accomplished by staking it out at say three fifths distance from axis to toe of slope. As regards those cracks in the exposed surface, it is evident that they are not of uniform depth, those located approximately between stations two plus seventy and three plus thirty being much wider and consequently deeper than those showing elsewhere over the damsite. In this connection care should be taken that the cutoff trench be excavated to a depth below the bottom of the checks wherever that may prove to be along its course.

R-679

J. J. Sanford

-2-

September 24, 1940

I am enclosing a sketch showing the general trench location which would be necessary if located beneath the slope and extended to the water line elevation.

Mr. Spofford will be out of town for several days and the foregoing is offered at this time only as tentative suggestion.

With personal regards, I am.

Very truly yours,

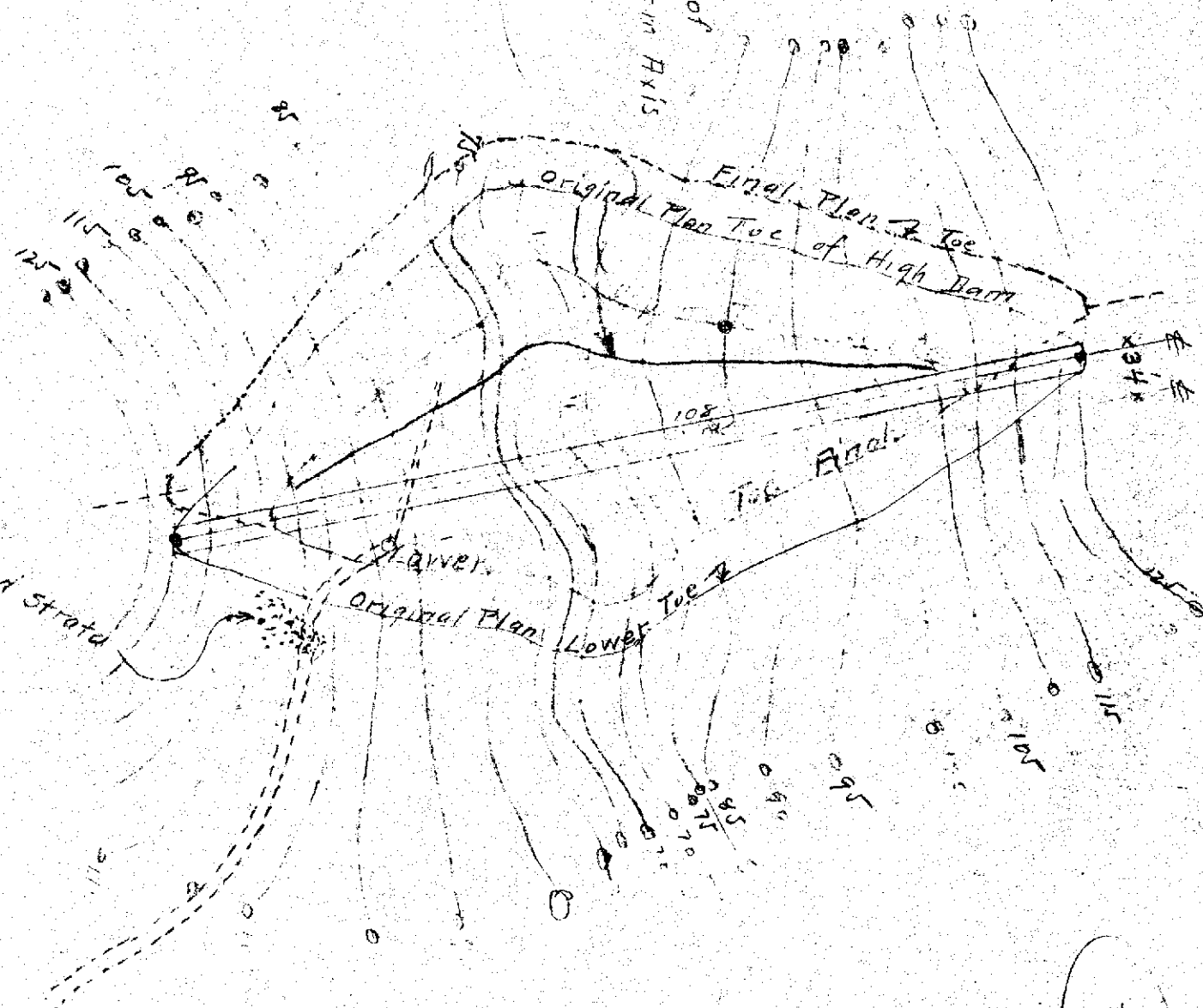
JAMES SPOFFORD,
Commissioner of Reclamation

By Fred A. Tolman
Field Engineer

FAT/mw

L-679

Cut off trench $\frac{3}{5}$ of
Horizontal Dist. from Axis
to up stream toe



Thompson Co.
res #2

R-679

State of Idaho
DEPARTMENT OF RECLAMATION
BOISE

Permit No. R-679

Boise, Idaho, August 31, 1940

Dear Sir:

I enclose herewith above numbered permit. BE SURE AND
NOTE LIMITATIONS AND CONDITIONS OF SAME as
given under approval of the Commissioner of Reclamation on
the ~~third~~ ^{fourth} page.

TWIN LAKES CANAL COMPANY
C/o J. J. Sanford, Manager,
Preston, Idaho

JAMES SPOFFORD

Commissioner of Reclamation.

R-679

August 22, 1940

Re: Permit No. R-679

TWIN LAKES CANAL COMPANY
Preston, Idaho.

Gentlemen:

Your application for permit to store 2,500 acre feet of water from Mink Creek has been approved, and permit will be issued and sent you within a few days.

Meanwhile, we are enclosing blue prints and specifications, which have been approved by the Commissioner of Reclamation.

Very truly yours,

JAMES SPOFFORD
Commissioner of Reclamation

By

Deputy Commissioner

JIA
Encl,

R-679

R- 679

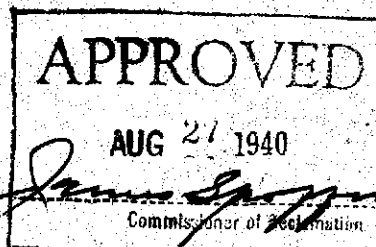
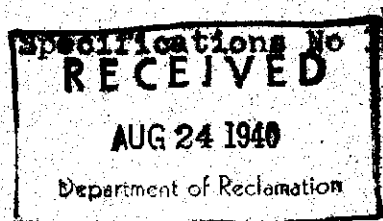
TWIN LAKES CANAL COMPANY
PRESTON, IDAHO.

ADVERTISEMENT, PROPOSAL, SPECIFICATIONS
AND DRAWINGS.

TWIN LAKES CANAL COMPANY

DAM FOR TWIN LAKES RESERVOIR

Aug. 1940



R-679

-i- C O N T E N T S -i-

Advertisement-----	1a.
Notice to Bidders-----	1a.
Proposal-----	
Guaranty of Bond-----	
Schedule-----	2a.

GENERAL SPECIFICATIONS:

Detail Specifications.--

- 3. The Requirement.
- 3a. List of Drawings.
- 3a. Commencement, Prosecution and Completion of work.
- 3a. Failure to Complete Work in Time Agreed Upon.
- 4a. Progress Estimates and Payments.

Embankment.--

- 1. Preparation of Embankment Site.
- 1. Excavation of Trenches.
- 1. Construction of Embankment.
- 2. Borrow-pits.
- 2. Measurement and Payment.

PROPOSAL

FOR THE CONSTRUCTION OF THE DAM OF THE TWIN
LAKES RESERVOIR NO. 2
IN FRANKLIN COUNTY IDAHO

1940

The Twin Lakes Canal Company,
Preston, Idaho

Gentlemen:

Pursuant to the foregoing advertisement, the undersigned bidder proposes to do all the work and to furnish all the material as provided by the attached specifications, and binds himself on award by The Twin Lakes Canal Company under this proposal to execute in accordance with such award, a contract, with necessary bond, of which this proposal and the said advertisement and specifications shall be a part, for performing and completing said contract within the time required by these specifications and at the prices named in the specifications and in the schedules hereto annexed.

The bidder furthermore agrees that, in case of his default in executing a contract with necessary bond, the proceeds of the check accompanying this proposal shall be and remain the property of The Twin Lakes Canal Company.

Signature: _____

Address: _____

Names of individual members of firm or names and titles of all officers of corporation:

Corporation organized under the laws of the State of

R-679

ADVERTISEMENT
DAM FOR TWIN LAKES RESERVOIR.
OFFICE OF THE TWIN LAKES CANAL COMPANY

Preston, Idaho, _____, 1940

Sealed proposals will be received at the office of the Twin Lakes Canal Company at Preston, Idaho, until 2 o'clock P. M., _____, 1940 for the building of a dam to be located in Section 14, Township 14 South Range 30 East, Boise Base and Meridian. This work involves approximately the following quantities: _____ cubic yards of earth embankment and _____ cubic yards of earth excavation.

NOTICE TO BIDDERS.

Each proposal must be accompanied by a certified check, payable to the order of the Twin Lakes Canal Company, as a guaranty that the bidder will, if successful, promptly execute a satisfactory contract and furnish bond for the faithful performance of the work as required by paragraphs 8 and 9 of these specifications in the amount of forty per cent (40) % of the estimated aggregate payment to be made under the contract.

The envelope enclosing the proposal must be marked, "Proposal for Construction of Dam for Twin Lakes Reservoir," and addressed "The Twin Lakes Canal Company, Preston, Idaho."

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SCHEDULE

DAM

TWIN LAKES RESERVOIR.

ITEM WORK OR MATERIAL NO.	QUANTITY AND PRICE	AMOUNT
1.	Earth Embankment, 25,000 cu. yds. at _____ (\$ _____) per cu. yd. \$ _____	
2.	Excavation for Out-off Wall _____ cu. yds. at _____ (\$ _____) per cu. yd. \$ _____	

If contract is awarded under this proposal, the bidder proposes to do the work with equipment of the following character and quantity:

GUARANTY OF BOND.

We agree to furnish bond for this bidder as required by these specifications and the regulations of The Twin Lakes Canal Company, in case contract is awarded on the basis of this proposal.

Signatures and addresses
of guarantors of bond.

General Specifications

COMPANY.

1. The word "company" used in these specifications or in the contract, unless otherwise qualified by the context, means.....TWIN LAKES CANAL COMPANY.....

ENGINEER.

2. The word "engineer" used in these specifications or in the contract, unless otherwise qualified by the context, means the chief Irrigation and Hydraulic Engineer of.....

TWIN LAKES CANAL COMPANY

..... 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.....

TWIN LAKES CANAL COMPANY

The contractor shall at all times be represented on the work in person or by a forman, 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 that 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 proposes to supply material, tools, equipment, and perform the work required by these specifications. In case of any discrepancy between the 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 should be made to the items mentioned therein. 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

R-679

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 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 if a bond is required he 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.

CONTRACTOR'S BOND

9. The contractor shall furnish bond in an amount specified in the notice to bidders, 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. Transfer 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.

MATERIAL 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 hindrances to the work except when, in the judgment 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. When such extra compensation is claimed a written statement thereof shall be presented by the contractor not 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 specific 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 judgment 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 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 therefor. 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 progress. 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 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 per cent 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 or 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 CONTRATOR'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 change 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.

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 the 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 the 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 specifica-

tions 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.

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 the engineer or his assistants, will relieve the contractor 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.

WORKMENS 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 in which the work is being done.

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.

DAMAGES.

28. The contractor will be held responsible for and required to make good, at his own expense all damage to person 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 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 damaged 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 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 medicinal purposes.

DETAIL SPECIFICATIONS.

The Requirement.— The construction of an earthen dam for forming what is know as Twin Lakes Reservoir No. 2, located in Section 14, Township 14 South, Range 39 East, Boise Meridia N.

List of Drawings.—

1. Map showing location of work.
2. Plan and topography.
3. Profile and typical cross section.

Commencement, Prosecution and Completion of Work.—

The contractor shall begin the work within _____ 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, to complete the work within the time required. The Dam shall be completed to the height of elevation 108, as shown on the plans, by November 1st, 1940.

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 _____ 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 the 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 Estimate 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 per cent (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 become 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.

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 soil. The entire site, after removal of all undesirable material, shall be thoroughly roughened by plowing furrows to a depth of at least eight (8) inches, spaced approximately three (3) feet apart, 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 sheepfoot 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 and more than one rolling will be required if found necessary. Selected material deposited in the core and cut-off trenches shall be treated in the same manner as the remainder of the embankment. It shall be optional with the engineer whether or not he requires the backfill of the cut-off wall trench to be rolled in as the dam embankment or to be thoroughly saturated with water and puddled to his satisfaction. Where it is impossible to roll earth adjacent to the cut-off 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. Borrow-pits will be located on high above elevation 100, unless otherwise directed by the engineer. 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. 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 walls trenches, which will be deducted. The measurements will include the material backfilled in the cut-off walls trenches. All material backfilled in the cut-off walls 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.

CONCRETE.

6. Design of Forms.--The forms shall conform to the lines and grades specified in the plans or directed by the engineer and shall be so tied or braced in place as to insure their complete stability until their purpose has been served.

Lumber used for exposed surfaces shall be of uniform width, straight edges, and dressed on one side. It shall be free from loose knots, knot holes, cracks, or other defects rendering it unsuitable for form work. When permitted by the engineer, undressed lumber may be used for unexposed surface forms.

7. Removal of Forms.— Removal of forms shall be carried out in such a manner as to insure the complete safety of the structure. Forms shall not be removed before the structure has acquired sufficient strength to support its load and its weight. In no case shall forms be removed earlier than 84 hours after the concrete is placed.

8. Cement.— The cement shall be standard Portland Cement of a brand approved by the engineer, and shall conform to the requirements of the Standard Specifications for Portland cement, of the American Society of Testing Materials, serial designation C9-30 with all subsequent amendments thereto adopted by said society. Care must be exercised in the storing of the cement on the work, and any cement damaged by moisture or which fails to meet any of the above requirements shall be rejected. When so required by the engineer, cement shall be tested at the plant before loading for shipment.

9. Fine Aggregates.— The fine aggregate shall consist of clean, hard, durable, uncoated, siliceous grains, free from lumps, alkali, organic matter, loam, or other deleterious substances. It shall be well graded from coarse to fine and when tested by means of laboratory screens shall meet the following requirements;

Passing a $\frac{1}{8}$ " screen.....	100%
" #20 mesh screen.....	75%
" #50 mesh screen.....	25%
" #100 Mesh screen.....	5%

Not more than (3) three percent by weight shall be removed by the Olutritation test.

10. Coarse Aggregates.— Coarse aggregates shall consist of clean, hard, tough, crushed trap quartzites of granite, or of screened and washed gravel. The soft disintegrated pebbles contained in the gravel shall not exceed three percent by weight. It shall contain no vegetable matter. The size of the coarse aggregate shall be uniformly graded and shall be such as to pass through a screen having one and one-half inch square openings; at least forty percent and not more than seventy five percent shall pass through a screen having three-quarter inch square openings; and not more than five percent shall pass a laboratory screen having four meshes per linear inch. No intermediate size shall be removed. Fine and coarse aggregates shall be stored in separate piles.

11. Water.— Water used in mixing concrete shall be clean and free from strong acids, alkali, oil or organic materials.

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12. Cement Concrete.-- Cement concrete shall consist of an approved quality of Portland Cement, a fine aggregate of sand and a coarse aggregate of broken stone or clean gravel mixed in the following proportions; (1) one part cement; (2) parts of fine aggregate; and (4) four parts of coarse aggregates. In mixing the concrete the greatest of care must be exercised to maintain the water-cement ratio to not more than (7) seven gallons of water to one bag of cement. The water cement ratio is defined as the total quantity of water entering the mixture, including the surface water carried by the aggregate. The water cement ration shall be expressed in U. S. gallons per 94 pound sack of cement. In general the maximum size of the coarse aggregates must not exceed ($1\frac{1}{2}$) inches in diameter, however in heavily reinforced concrete, in thin walls or slabs the engineer may require the use of coarse aggregates ranging in size from $\frac{1}{2}$ to 1 inch.

13. Mixing.-- The concrete shall be mixed until all materials are uniformly distributed throughout the mass and the mixture is uniform in color and is homogeneous. The mixer shall be of such design as to insure the maintenance of the correct proportions of various materials. Each batch shall be mixed for a period of at least one and one-half minutes after all materials are in the mixer.

14. Placing.-- When concreting is once started, it shall be carried on as a continuous operation until the section or panel is completed. It shall be thoroughly compacted and embedded in the forms around the reinforcing bars during the placement operation.

15. Finishing.-- The surface of concrete finished against forms must be smooth, free from projections and thoroughly filled with mortar. In case the surface of the concrete, upon removal of forms, is found to be rough and irregular or not well filled with mortar, it shall be removed at the contractor's expense and new concrete shall be placed either for its full thickness or such part as the engineer may direct. Immediately upon the removal of forms all voids shall be neatly filled with cement mortar, irregularities in exposed surfaces shall be removed and minor imperfections of finish shall be smoothed to the satisfaction of the engineer. Exposed surfaces of concrete not finished against forms, such as horizontal or sloping surfaces, shall be brought to a uniform surface and worked with suitable tools to a smooth mortar finish. All exposed salient angles shall be rounded or beveled by the use of moulding strips or suitable moulding or finishing tools.

16. Reinforcing Steel.-- Steel bars for reinforcing concrete shall be placed in the concrete wherever shown on the drawings or prescribed by the engineer. The steel used for concrete reinforcement shall be so secured in position that it will not be displaced during the depositing of the concrete. Special care shall be exercised in depositing concrete to prevent any movement of the steel in the concrete that has already been placed.

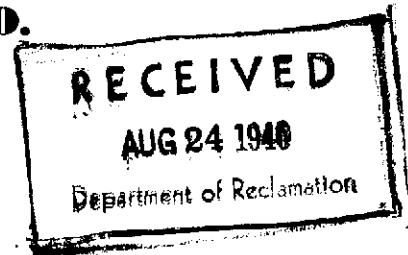
17. Measurement.--The concrete for structures will be measured for payment to the neat lines as shown in the drawings, or as prescribed by the engineer. No payment will be made for concrete outside of the prescribed lines and in case cavities resulting from careless excavation are required to be filled with concrete, the cement used will be charged to the contractor at its cost to the company at the point of delivery to him.

18. Payment.--The unit price bid for concrete in structures shall include the cost of all labor and materials except as otherwise herein provided, necessary for and incident to the manufacture of the concrete in the completed structures.

**OFFICE OF
TWIN LAKES CANAL CO.**

PRESTON, IDAHO

Aug. 22, 1940



Mr. James Spofford,
Commissioner of Reclamation,
Boise, Idaho.

Dear Mr. Spofford;

Under separate cover, I am mailing tracings and blue prints
with specifications attached.

I believe that I have made the necessary corrections on the
application .

Very truly yours,

R-678

August 20, 1940

Re: Application No. 25469

Mr. J. J. Sanford, Manager,
Twin Lakes Canal Company,
Preston, Idaho.

Dear Mr. Sanford:

We are returning your application for permit in order that you may submit a land list by subdivisions, under Paragraph 20.

Paragraph 5 should show point of diversion to the nearest 40-acre subdivision.

The corrected application should be returned not later than October 19, 1940.

We have no permit on record issued to the Twin Lakes Canal Co., and therefore the lands are not on record here.

In regard to your specifications and plans, we believe the pipe as explained in your letter would be O.K. for the outlet.

We are returning your maps under separate cover for the Engineer's certificate. You should also have him submit general specifications.

The cut-off trench could probably be narrowed to 8 feet, but should be deep enough to tie to suitable material.

Very truly yours,

JAMES SPOFFORD
Commissioner of Reclamation
By

Deputy Commissioner

D:A
Enc. Appl. 25469
Receipt # 17536

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OFFICE OF
TWIN LAKES CANAL CO.
PRESTON, IDAHO

August 18, 1940

Mr. James Spofford,
Commissioner of Reclamation,
Boise, Idaho.

Dear Mr. Spofford:

Under separate cover I am mailing plans for proposed dam.

As we only expect to construct part of it this year, as shown by broken line on map; I am in hopes that you can approve the plans to that point, leaving details of valves, well, and pump plans subject to your approval before installation which would be at least a year.

As we only have about 60 days to do the earth work, I am anxious to get started as soon as possible.

If the outlet works, consisting of $\frac{1}{4}$ " steel pipe encased in re-enforced concrete, meets with your approval I would like to order the pipe needed for this year.

Mr. Tahlman has probably explained that we do not expect to install control valve this year; but will use flashboards at the outlet end of the pipe.

Do you think that it will be necessary for both cut off trenches as shown on map, to be 12 feet wide in the bottom?

Trusting that I will hear from you soon, I remain

Very truly yours,

J. J. Sanford

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August 7, 1940

Mr. J. J. SANFORD, Manager,
Twin Lakes Irrigation Company,
Preston, Idaho.

Dear Mr. Sanford:

Mr. Tolman of this office will be in Preston on wither August 13 or 14, and will examine the proposed dam site. He will also check over plans and specifications for this new dam.

He will get in touch with you upon reaching Preston.

Very truly yours,

JAMES SPOFFORD,
Commissioner of Reclamation

JS/jr

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Twp	Range	Sec	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	
14 S	38 E	12												40	40		40		120	
		14							40										40	
		22			33.3										35		39		107.5	
		23								15.9	24.1						20		60	
		26	19	26.9	29	40	38.8	40	35	39.8	39		21.8	30	38.4	40.5	30.3	30.2	34.5	533.2
		25											19	19						38
		34	15.1			9										15.2				39.5
		35	1.6	24.6	36.3	17	40	40	31.9	33.5	40	40	40	40	30	28.3	35.7	30		508.9
		36											40							40
14 S	39 E	21					30	40	40											110
		25	20		20	33			20	20	40	40			10	30.5				233.5
		28	5								40	40	30							75
		29				40				40					20	20	40	40		200
		30		20																20
		32	37.5	40		40							40		40					197.5
		33						30	20	20		40								110
14 S	40 E	19											40				30	30		100
		20											30	20						50
		30	30	30		10	30	40												140
15 S	38 E	1	xxxx	25	15		38	35	40		35	40	40	40			15			323
		2	41	36	29	38.3	41.9	31.8	30		40	20	20	40	40	33.9	33.3	40		514.9
		10	5												12			28		45
		11	39.2	35.7	35.7	39.8	40	40	39.2	40	40	40	39.1	39.6	28.8	38	39.4	35.9		610.4
		12	10	40	40	35	40	40	40	40	40	40	40	40	40	40	40	40		605
		13	40	40	40	40	40	40	40	40	40	40	40	40			40			490
		14	35	40	40	32.5	40	40	40	40	38.5	28.5	19.7	40	25.5	37	30	23.5		550
		15	30			27.7									7.6					65.5
		22				25									30			40		105
		23	23.5	30	38	37.1	40	30.5	40	40	40	40	40		16.5	30	40			485.6
		24	24	36	40	13.5	40	40	40	40	40	20	20	40	40	40	40	40		553.5
		25	20	40	40	10	40	40	25	40	40	40	40	40	40	40	40	40		575
		26	15.4				5	20	22		12.2	12.8	30	40	10	21.2	37.2	28		259.2
		27	33			40									31.7			8.2		112.9
		34	2		10									10						22
		35	20	40	30	20	20		25	40	40	10		30	40	40	40	40		435
		36	40	40	40	38	36			40	40		32	39	40	40	40	40		505
15 S	39 E	5					41.3	40	30	40	40	40	30			40	10			311.3
		6						20	20	40				20		25	40	10		175
		7		40																40
		18						36.7	21	30.6	36.6	30								154.9
		19									36.2	10								46.2
		30				20					3	30.7	27				15	20		115.7
		31	40	40	40	40	32.5	34.8	40	40	34.8	34.7	40	35	30	15	15			651.1
		32									20	20								40
16 S	38 E	1			31.9	36.7			30		40	25	28	40	20	40				291.6
		2			37.6	37.5				40	20	24.5	40	40		40				279.6
		10				15														15
		11	20	20			28	40	40	18.7		5	12	30				32.5		244.2
		12	40	40	33.8	40	20		10	30	40	11		33.5	6.3	15.5	26.5	30.7		377.1
		13		2.4	15	40	39.3	8.6		10.4	20					14.7				154.4
		14					18.7	28	35.4	15										107.1
16 S	39 E	6						31.6		40	34.6	34.6	40							180.8
		7		30	30		40	34.5		25.4					20	30				209.9

TOTAL 2 - - 12,215.10 Acres

12480/10

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Twp	Range	Sec	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SE $\frac{1}{4}$				Total
			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 $\frac{1}{4}$	
14 S	38 E	12													120
		14							40						40
		22			33.5								35	39	107.5
		23								15.9	24.1		20		60
		26	19	26.9	29	40	38.8	40	35	39.8	39		21.8	30	533.2
		25								19	19				38
		34	15.1			9							15.2		39.3
		35	1.6	24.6	36.3	17	40	40	31.9	33.5	40	40	40	30	508.9
		36											40		40
14 S	39 E	21					30	40	40						110
		25	20		20	33			20	20	40	40		10	233.5
		28	5										30		75
		29				40				40				20	200
		30		20										20	20
		32	37.5	40		40							40		197.5
		33						30	20	20		40			110
14 S	40 E	19												30	100
		20											30	20	50
		30	30	30		10	30	40							140
15 S	38 E	1	~~xxx~~	25	15		38	35	40		35	40	40	40	323
		2	41	36	29	38.3	41.9	31.8	30		40	20	20	40	514.9
		10	5										12	28	45
		11	39.2	35.7	35.7	39.8	40	40	39.2	40	40	40	39.1	39.6	610.4
		12	10	40	40	35	40	40	40	40	40	40	40	40	605
		13	40	40	40	40	40	40	40	40	40	40	40	40	480
		14	35	40	40	32.3	40	40	40	40	38.5	28.5	19.7	40	550
		15	30			27.7								7.6	65.2
		22				25								30	105
		23	23.5	30	38	37.1	40	30.5	40	40	40	40	40	16.5	485.6
		24	24	36	40	13.5	40	40	40	40	40	20	20	40	553.5
		25	20	40	40	10	40	40	25	40	40	40	40	40	575
		26	15.4			5	30	20		12.2	12.8	30	40	10	259.8
		27	33			40								31.7	112.9
		34	2		10								10		22
		35	20	40	30	20	20		25	40	40	10	30	40	435
		36	40	40	40	38	36			40	40		32	39	505
15 S	39 E	5					41.3	40	30	40	40	40	30	40	311.3
		6						20	20	40			20	25	175
		7		40											40
		18						36.7	21	30.6	36.6	30			154.2
		19									36.2	10			46.2
		30				20					3	30.7	27		115.7
		31	40	40	40	40	32.5	34.8	40	40	34.8	34.7	40	35	551.2
		32									20	20			40
16 S	38 E	1			31.9	36.7			30		40	25	28	40	291.6
		2			37.6	37.5				40	20	24.5	40	40	279.2
		10			15										15
		11	20	20		26	40	40	18.7			5	12	30	244.2
		12	40	40	33.8	40	20		10	30	40	11	33.5	6.3	377.2
		13		6.4	15	40	39.3	8.6		10.4	20			14.7	154.2
		14				18.7	38	35.4	15						107.2
16 S	39 E	6						31.6		40	34.6	34.6	40		180.2
		7		30	30		40	34.5		25.4				20	209.2

TOTAL = 12,215.10 Acres

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