

DEPARTMENT OF WATER RESOURCES
- STAFF ANALYSIS -

Carl D. Johnson

Item Initial Date

Application No. _____

☒ Source
☒ Point of Diversion
☒ County
☒ Quantity of Water and Period of Use
☒ Description of Diverting Works
☒ Time required for B/U of water
☒ Place of Use or Acres Irrigated
☒ Map
☒ Signature
☒ Fee

(1) Jaf 3/19/75

In form to receipt yes

(2) " "

Send Copies to:

NA

Idaho State Health Department
Idaho Fish and Game Department
Bureau of Land Management

(3) " "

NA

Request Special Use Permit from U.S.F.S.
Request Easement from B.L.M.
Request Information from Applicant

(4) " "

In form for advertising yes

(5) " "

Platted on Map No. SN-34E

(6) " "

Located within Water District No. Not administered by watermaster

(7) " "

Critical groundwater area: yes no ☒

(8) " "

Groundwater levels:

Declining, Stable, ☒ Increasing

(comment) GW levels Part "C"

(9) " "

Other rights on the same place of use can Lapsed

(10) " "

Comments: Refiled on Lapsed Permit

(11) MB 4-17-75

Affidavit of Publication received(date) April 17

(12) MB 4-14-75

Final date for protests April 14, 1975
Protests received: yes no x

(13) LH 4-17-75

All requested information received from agencies or applicant: yes NA no no

(14) " "

Action recommended:

☒ Approve

Deny

3-18-75 Proposed Priority

Reason for Reduction

☒ Measuring device required

See attached sheet for other Departments of
approval comment of Water Resources

No special conditions for approval

(15) District Eastern

By Loren O Halmer

Date April 17, 1975

MICROFILMED

RECEIVED
APR 18 1975
Department of Water Resources

Affidavit of Publication

THE RIGBY STAR

RECEIVED

APR 17 1975

Department of Water Resources
Eastern District Office

STATE OF IDAHO, }
County of Jefferson } ss.

I, Hope B. Jones, do solemnly swear that I am the printer of THE RIGBY STAR, a weekly newspaper as defined by Idaho Codes Annotated Section 58-106 as amended, and that said newspaper is a weekly newspaper, printed and published at Rigby, Jefferson County, Idaho, having a general circulation in said county, and that said newspaper has been printed and published as a weekly newspaper, in said county for more than 78 consecutive weeks prior to the first publication of the attached notice.

And affiant further says that at the times herein mentioned said newspaper as per clipping attached, was published in said newspaper in the regular and entire issue thereof, and not in any supplement issue thereof, for Two Consecutive issues thereof; first publication having been made on the

27th day of March, 1975

and the last publication on the

3rd day of April, 1975

And affiant further says that at the times herein mentioned said newspaper was made up of at least four pages of at least five columns each printed from type matter of at least seventeen and three-fourths inches depth, and that there are at least two hundred bonafide subscribers in Jefferson County.

Hope B Jones

Subscribed in my presence and sworn to before me this 11th

day of April, 1975
(SEAL)

Thomas Swager

Notary Public for the State of Idaho.
Residence and P. O. Address, Rigby, Idaho.

My commission expires 1 Sept, 1978

Publication Fee: \$ 11.87

MICROFILMED

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Carl D. Johnson, Terretton, Idaho, has on 3-18-75 submitted Application No. 31-7159 for a permit to appropriate 5.0 cubic feet per second of water from a ground-water source by means of well and pump within the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 1, T. 5N, R. 34E, B.M., Jefferson County; to be used ~~be used~~ from Apr. 1 to Nov 1 for the irrigation of 320 acres within the SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 1, T. 5N, R. 34E; SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 6, NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 7, T 5N R. 35E; NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 12, T. 5N, R. 34E, B.M.

If issued, this permit will be subject to all prior water rights. Process against the granting of the Permit must be filed with the Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401 on or before April 14, 1975.

R. KEITH HIGGINSON
Director

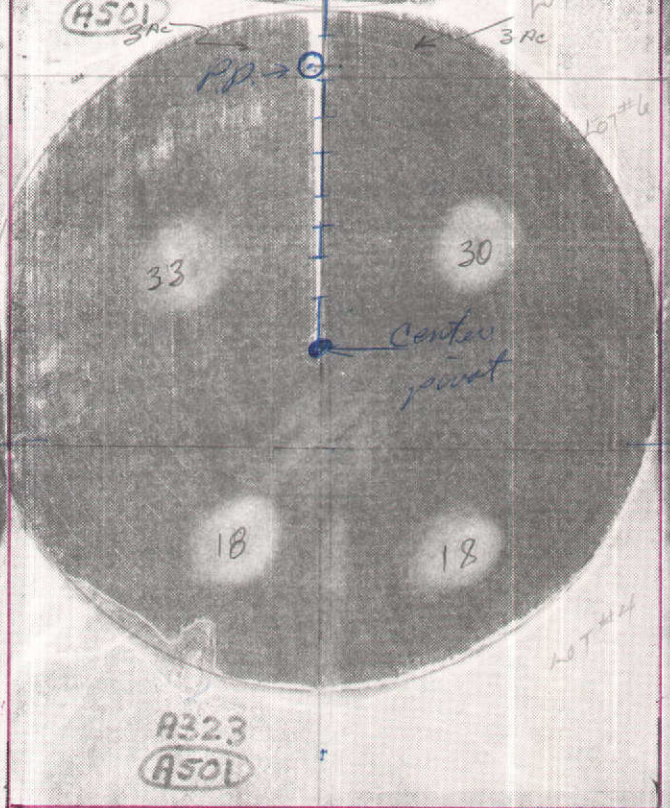
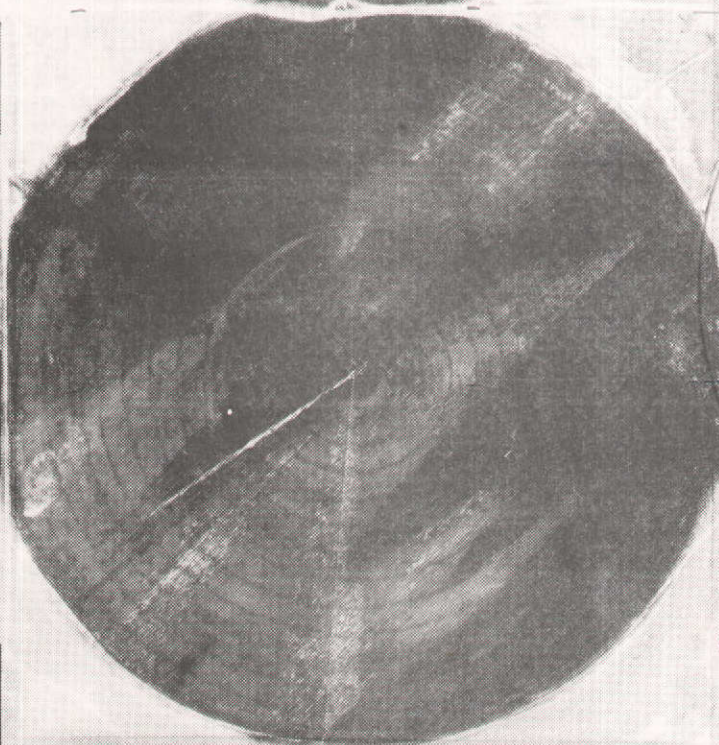
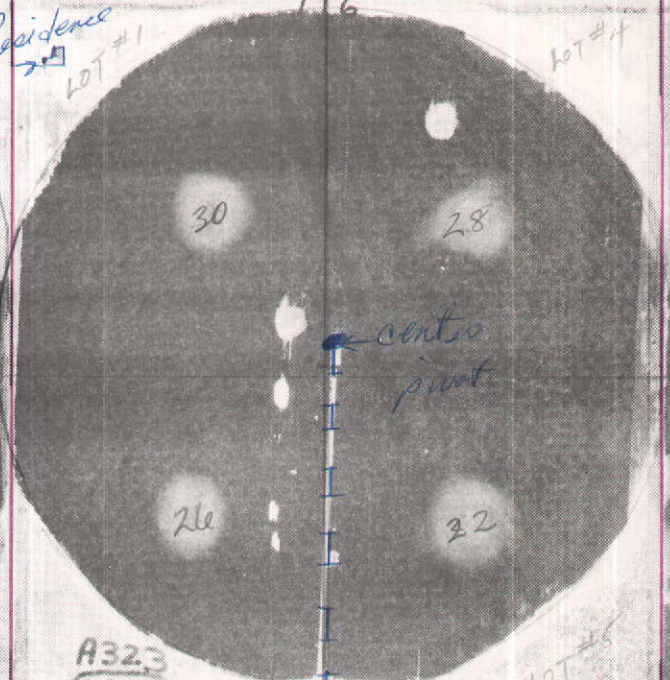
Published in the Rigby Star, Rigby, Idaho on March 27 and April 3, 1975.

5-34-1

35 36

36

36



MICROFILMED

$$\begin{array}{r} 264 \\ 5 \overline{) 1320} \\ 10 \\ \hline 1161.6 \end{array}$$

EMC
 3 Aug 76.

"NOT TO SCALE"

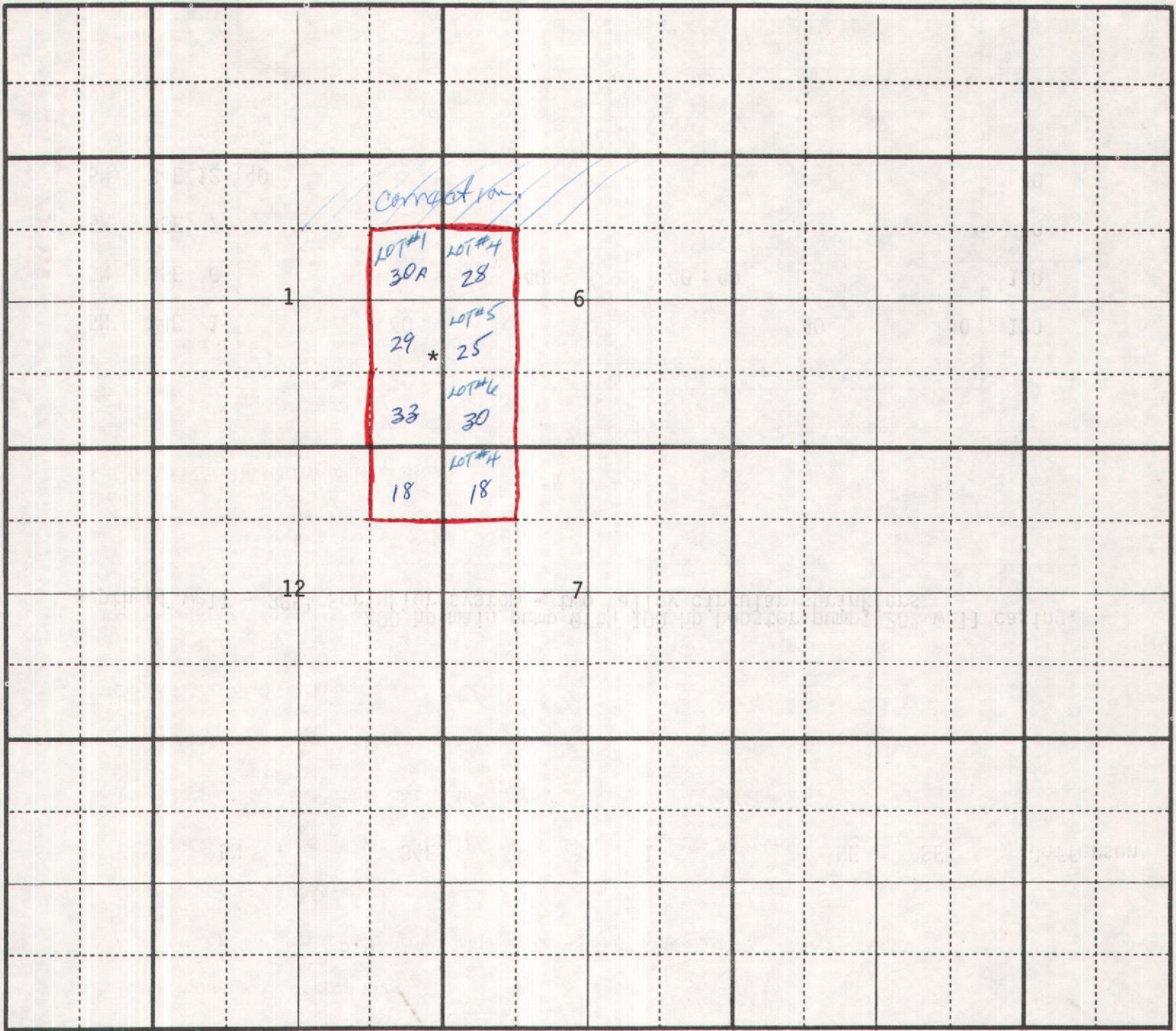
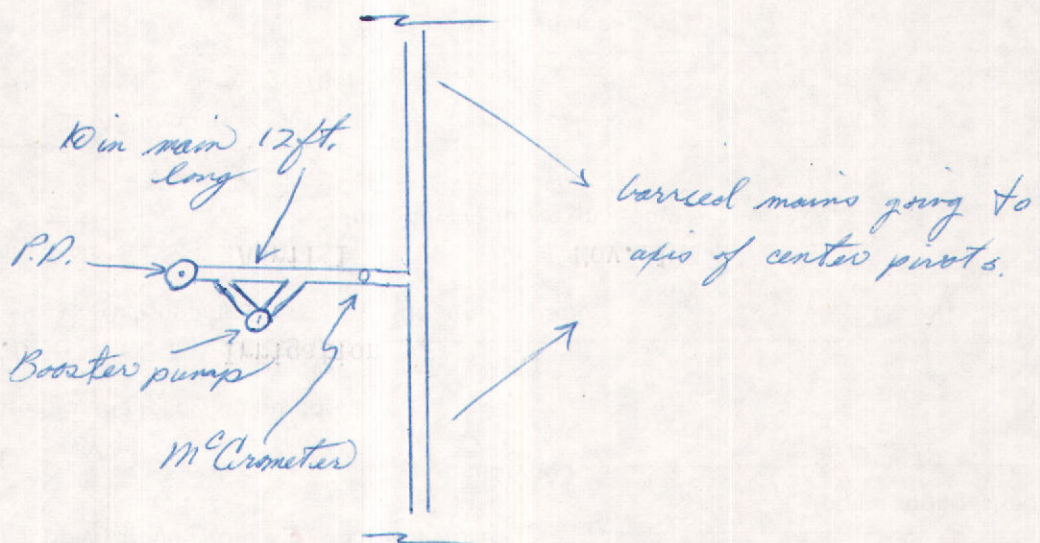


Diagram of System



EMC
3 Aug 76.

QUOTATION

HANSEN IRRIGATION SERVICE INC.

P. O. BOX 978 — PHONE (208) 522-3703
4440 SOUTH YELLOWSTONE AVE.
IDAHO FALLS, IDAHO 83401

PHONE (208) 652-7457
156 NORTH 6TH ST.
ASHTON, IDAHO 83420

IRRIGATION — SEWAGE TREATMENT — ENVIROMENTAL CONTROL

NAME <i>Carl Johnson</i>	DATE <i>4-14-76</i>	BRANCH NO.
ADDRESS	PHONE	SALESMAN <i>Perry Martenson</i>
CITY <i>Territon Idaho</i>	JOB NUMBER	

	QUAN.	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	10 3/4 saddle water meter		353 00
2				
3				
4	12	4" SBS-VCH 7/24" steel flanged +	17.00	204 00
5				
6				
7				
8				
9		install risers + water meter		125 00
10				
11				
12				
13				
14				682 00
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26		CASH ON INVOICE		
27				
28				
29				
30				
31				

A. Describe trade-in	Sub Total
B. If Seller is to install the equipment and rock or other circumstances are encountered which increase installation costs, these additional costs will be added to the balance due and be paid by Purchaser.	Trade-In
C. The equipment will be delivered to and be installed and remain on of Sec. (e.g. N 1/2 SE 1/4) Twp., Rge., Mdn., in County, State of	Cash Paid
D. Balance Payable: ☐ on single cash installment purchase money security agreement, payable on or before..... 19....., with discount of \$..... if paid on or before 19.....	Sales Tax
Balance Payable: ☐ on term purchase money security agreement payable in consecutive (monthly, annual) installments commencing 19..... Source of Purchaser's financing	Balance
E. In case of change in quantity of materials or services installed or furnished or arithmetic error, unit prices will determine total cost. Any past due sums owing hereunder shall bear a finance charge of 1 1/2 % per month on unpaid balance (equal to 18 % annual percentage rate) from their due date until paid.	
F. Any price increases between Seller and its suppliers on any materials or labor listed hereon, which occur between the date hereof and date of delivery to Purchaser will be passed on to and paid by Purchaser. Purchaser warrants the trade-in to be free of all liens and encumbrances.	
G. TITLE-RISK OF LOSS: Purchaser agrees that title and risk of loss to collateral sold hereunder pass to Purchaser at Seller's (or common carrier's) place of business immediately upon identification of the collateral to the contract and prior to delivery to, or installation at, Purchaser's premises.	
H. EXEMPTION CERTIFICATE: I certify that the property which I have here purchased will be used by me for the following purpose: (Check the appropriate blank) ☐ Directly and primarily in the process of producing tangible personal property by mining, manufacturing, processing, or for farming. ☐ To repair equipment or machinery which is being directly and primarily used in the process of producing tangible personal property and would be exempt from application of sales tax were it being purchased;	

NOTICE: ALL OF THE TERMS, CONDITIONS AND PROVISIONS ON THE REVERSE SIDE FORM A PART OF THIS CONTRACT.

APPROVED FOR INCORPORATION INTO PURCHASE MONEY
SECURITY AGREEMENT OR CASH SALE:

HANSEN IRRIGATION SERVICE, INC.

By: _____
Its: _____

I have read this quotation in its entirety, have received a true copy hereof; and acknowledge that this is only a quotation of price and other terms to be incorporated in a purchase money security agreement of Seller, but my signature hereon will make this a firm offer on my part to purchase the items at the price and on the payment terms specified above. However, if this offer is accepted by Seller by signature hereon, by delivery of all or any part of the items, or otherwise, I have read, understand and agree to all of the SPECIAL TERMS AND CONDITIONS contained on the reverse side hereof.

Purchaser *Carl Johnson*
Purchaser _____
Purchaser's Residence _____
Purchaser's Chief Place of Business _____

QUOTATION

NOTE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

CUSTOMER

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 31-7159 Priority March 18, 1975 Amount 4.0 cfs

THIS IS TO CERTIFY, that Carl D. Johnson
of Terreton, Idaho, has complied with the terms and conditions of Permit
No. 31-7159 issued pursuant to Application for Permit dated March 18, 1975,
and has submitted proof to the Department of Water Resources on April 16, 1976,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 4.0 cfs of water from a groundwater source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Irrigation	from <u>April 1</u> to <u>November 1</u> at <u>4.0</u> cfs and <u>633 acre feet</u>		
	from _____ to _____ at _____ cfs and _____		
	from _____ to _____ at _____ cfs and _____		

(both dates inclusive)

Subject, however, to the condition that no more than 4.0 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
633 acre feet per year, said waters to be diverted within the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 1, Twp. 5N,
Rge. 34E, B. M. in the County of Jefferson

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
5N	34E	1				Lot 30	1								29			33	92
		12	18																18
5N	35E	6							Lot 28	4			Lot 5	25	30				83
		7						Lot 4	18										18

Total number of acres irrigated 211

A measuring device of a type approved by this Department shall be maintained as
part of the diverting works.

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho
Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 24 day of
January, 19 78.

Director

Identification No. 31 7159

Application No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

APPROVED

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant Carl D. Johnson Phone: 663-4557
post office address Box 231, Terretton, Idaho
2. Source of water supply ground water which is a tributary of _____
3. a. Location of point of diversion is NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 1 Township 5N
Range 34E B.M. Jefferson County; additional points of diversion if any: _____

- b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
Amount 5.0 for Irrigation purpose from Apr. 1 to Nov. 1 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
a. 5.0 cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. Well, pump and sprinklers

b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir
capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)
c. Proposed well diameter is 20 inches; proposed depth of well is 405 feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
is 1 years.
b. Estimated construction cost is \$ 55,000.00.
8. Description of proposed uses:
a. If water is **not** for irrigation: N.A.
(1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ B.M. _____
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be
supplied with domestic water _____.
(5) If water is to be used for other purposes describe: _____

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b. If water is for irrigation, indicate acreage in each subdivision in the tabulation below:

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
5N	34E	1				40									40			40	120
5N	35E	6						40				40	40						120
"	"	7					40												40
5N	34E	12	40																40

Total number of acres to be irrigated 320

c. Describe any other water rights used for the same purposes as described above. None

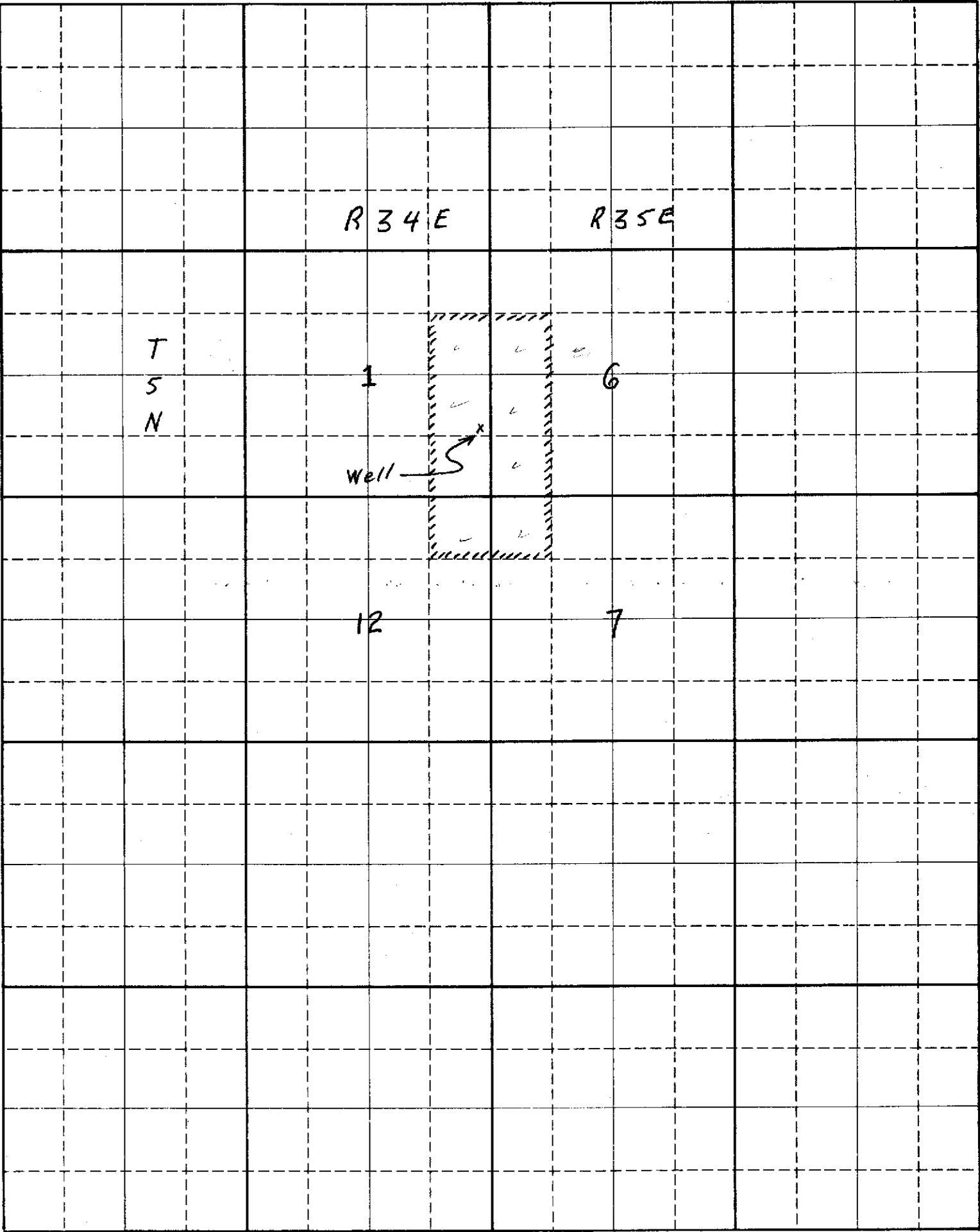
9. a. Who owns the property at the point of diversion Applicant

b. Who owns the land to be irrigated or place of use Applicant

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing

10. Remarks This application replaces permit No. 31-7009 which lapsed April 1, 1973.

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Carl P. Johnson
(Applicant)

Proposed Priority 3-18-1975

Received by MB Date 3-18-75 Time 4:10 p.m.
Preliminary check by SL Fee \$ 65.00
Received by MB Date 3-18-75 # 4150
Publication prepared by MB Date 3-21-75
Published in The Rigby Star
Publication dates 3/27 & 4/3/75
Publication approved W Date 4-17-75
Priority reduced to _____ Reason _____

Protests filed by: _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by JSS

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 31-7159, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions:

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before May 1, 1976.
- c. Other: A measuring device of a type approved by this Department shall be permanently installed and maintained as part of the diverting works.

2. Denial of said application is for the following reasons: _____

Witness my hand this 25 day of April 19 75.


Director

DEPARTMENT OF WATER RESOURCES
- STAFF ANALYSIS -

Carl D. Johnson

Item Initial Date

Application No. _____

☒ Source
☒ Point of Diversion
☒ County
☒ Quantity of Water and Period of Use
☒ Description of Diverting Works
☒ Time required for B/U of water
☒ Place of Use or Acres Irrigated
☒ Map
☒ Signature
☒ Fee

- (1) Jaf 3/19/75 In form to receipt yes
- (2) " " Send Copies to:
NA Idaho State Health Department
Idaho Fish and Game Department
Bureau of Land Management
- (3) " " NA Request Special Use Permit from U.S.F.S.
Request Easement from B.L.M.
Request Information from Applicant
- (4) " " In form for advertising yes
- (5) " " Platted on Map No. SN-34E
- (6) " " Located within Water District No. Not administered
by watermaster
- (7) " " Critical groundwater area: yes no ☒
- (8) " " Groundwater levels:
Declining, Stable, ☒ Increasing
(comment) GN levels Part "C"
- (9) " " Other rights on the same place of use can Lapsed
- (10) " " Comments: Refiled on Lapsed Permit
- (11) MB 4-17-75 Affidavit of Publication received(date) April 17
- (12) MB 4-14-75 Final date for protests April 14, 1975
Protests received: yes no x
- (13) LH 4-17-75 All requested information received from agencies or
applicant: yes NA no no
- (14) " " Action recommended:
☒ Approve Deny
3-18-75 Proposed Priority
Reason for Reduction
☒ Measuring device required
See attached sheet for other conditions of
approval
No special conditions for approval
- (15) District Easton By Loren O. Halmer Date April 17, 1975

MICROFILMED

RECEIVED
APR 18 1975
Department of Water Resources

Affidavit of Publication

THE RIGBY STAR

RECEIVED

APR 30 1975

Department of Water Resources
Eastern District Office

STATE OF IDAHO, }
County of Jefferson } ss.

I, Hope B. Jones, do solemnly swear that I am the printer of THE RIGBY STAR, a weekly newspaper as defined by Idaho Codes Annotated Section 58-106 as amended, and that said newspaper is a weekly newspaper, printed and published at Rigby, Jefferson County, Idaho, having a general circulation in said county, and that said newspaper has been printed and published as a weekly newspaper, in said county for more than 78 consecutive weeks prior to the first publication of the attached notice.

And affiant further says that at the times herein mentioned said newspaper as per clipping attached, was published in said newspaper in the regular and entire issue thereof, and not in any supplement issue thereof, for Two Consecutive issues thereof; first publication having been made on the

27th day of March, 1975

and the last publication on the

3rd day of April, 1975

And affiant further says that at the times herein mentioned said newspaper was made up of at least four pages of at least five columns each printed from type matter of at least seventeen and three-fourths inches depth, and that there are at least two hundred bonafide subscribers in Jefferson County.

Hope B. Jones

Subscribed in my presence and sworn to before me this 11th

day of April, 1975.
(SEAL)

Thomas Sargent

Notary Public for the State of Idaho,
Residence and P. O. Address, Rigby, Idaho.

My commission expires Sept, 1978

Publication Fee: \$ 11.87

MB
NOTICE OF PERMIT
FOR WATER PERMIT
Notice is hereby given that Carl D. Johnson, Terreton, Idaho, has on 3-12-75 submitted Application No. 81-7150 for a permit to appropriate 60 cubic feet per second of water from a ground-water source by means of well and pump within NE 1/4 Sec. 1, T. 5N, R. 3E, B.M., Jefferson County; to be used from Apr. 1 to Nov 1 for the irrigation of 320 acres within the SW 1/4, E 1/4 Sec. 1, T. 5N, R. 3E; SW 1/4, W 1/4 SW Sec. 6, NW 1/4 NW 1/4 Sec. 7, T. 5N, R. 3E; NE 1/4 NE 1/4, Sec. 12, T. 5N, R. 3E, B.M.
It is noted that this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1215 Lincoln Road, Idaho Falls, Idaho 83401 on or before April 14, 1975.
R. KEITH HIGGINSON
Director
The Rigby Star, Rigby, Idaho

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January 25, 1978

Re: Permit No. 31-7159

Carl D. Johnson
P. O. Box 31
Terra-ton, ID 83450

Dear Mr. Johnson:

Enclosed herewith is a copy of the Water Right License issued on the above referenced permit.

Sincerely,

JAN GROVER
Water Rights Supervisor

JG/kw
Enclosure

January 9, 1978

Re: Permit No. 31-7159

Carl D. Johnson
P. O. Box 31
Terreton, ID 83450

Dear Mr. Johnson

A representative of this Department made an examination of the works covered by your Permit No. 31-7159 on 4/13/77, and has found the following:

Amount of water that can be recognized as beneficially used under
Idaho law: 4.0 cfs Source: Groundwater

The maximum quantity diverted shall not exceed 633 acre feet per
year.

Point of diversion: NE~~1~~SE~~1~~, Sec 1, T5N, R34E

Beneficial use: Irrigation

Priority date established: 3/18/75

If you do not concur with these findings please contact us within 10 days, otherwise a water license will be issued as set forth above.

Sincerely,

BOBBY D. FLEENOR
Chief, Operations Bureau

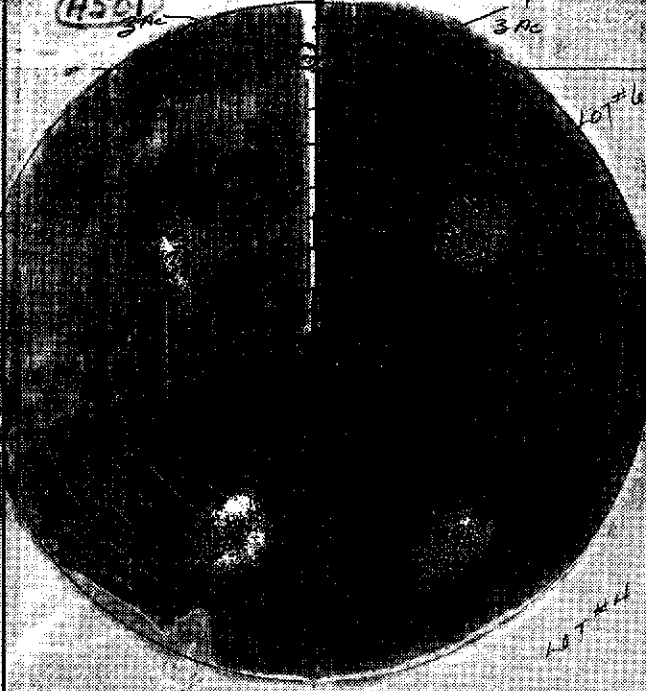
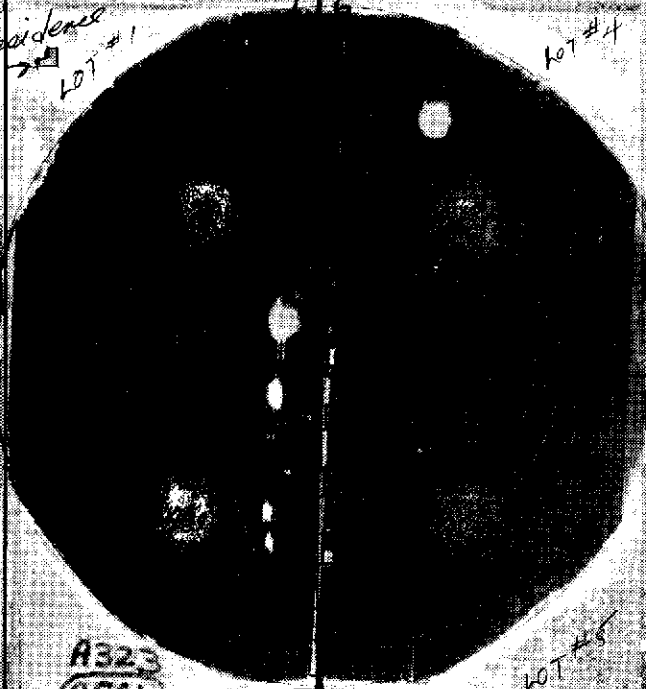
BDF/cah

5-34-1

35 36

36

36



MICROFILMED

5264 ft.
9.4
10.56
16.56
1161.6

EMC
3 Aug 76

"NOT TO SCALE"

Weed 534-12

DEPARTMENT OF WATER ADMINISTRATION
FIELD REPORT

RECEIVED

1. Name of permit holder Carl D. Johnson

Post office address P.O. Box 31, Terreton, ID 83450

APR 28 1976
Phone 662-4557

Person to contact:

Department of Water Resources
Eastern District Office

2. Source of water supply: Groundwater ☒ Surface water ☐

(name spring, stream, etc.)

Tributary to

3. Water will be used for the following purposes:

Amount 5.0 c.f.s. for Irrigation
 AF/Annum

(nature of use)

Period of Use: from April 1 to Nov. 1
(mo.-day) inclusive (mo.-day)

(mo.-day) inclusive (mo.-day)

Amount _____ c.f.s. for _____
 _____ AF/Annum

(nature of use)

Period of Use: from _____ to _____

(mo.-day) inclusive (mo.-day)

Amount _____ c.f.s. for _____
 _____ AF/Annum

(nature of use)

Period of Use: from _____ to _____

(mo.-day) inclusive (mo.-day)

Other uses:

Permit No. 31-7159
Examination for b/u

4. Total amount to be appropriated:

Max Rate of Diversion 5.0 cubic feet per second and annual volume _____ AF/Annum.

5. Location of Point(s) of Diversion:

Township 5N N/S, Range 34E E/W, B.M., Section 1, Subdivision NE $\frac{1}{4}$ SE $\frac{1}{4}$, Jefferson
County

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ $\frac{1}{4}$ _____ $\frac{1}{4}$ _____

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4 _____

County

Other Points of Diversions:

Description of diverting works: 200 hp main pump with 100 hp booster pump, 20" well casing,
depth of well - 385' Sprinkler system - two Valley circular sprinklers

Measuring device required: yes ☒ no ☐

6. Lands to be irrigated or place of use.

[illegible]

TOTAL ACREAGE _____ **320**

SECRET

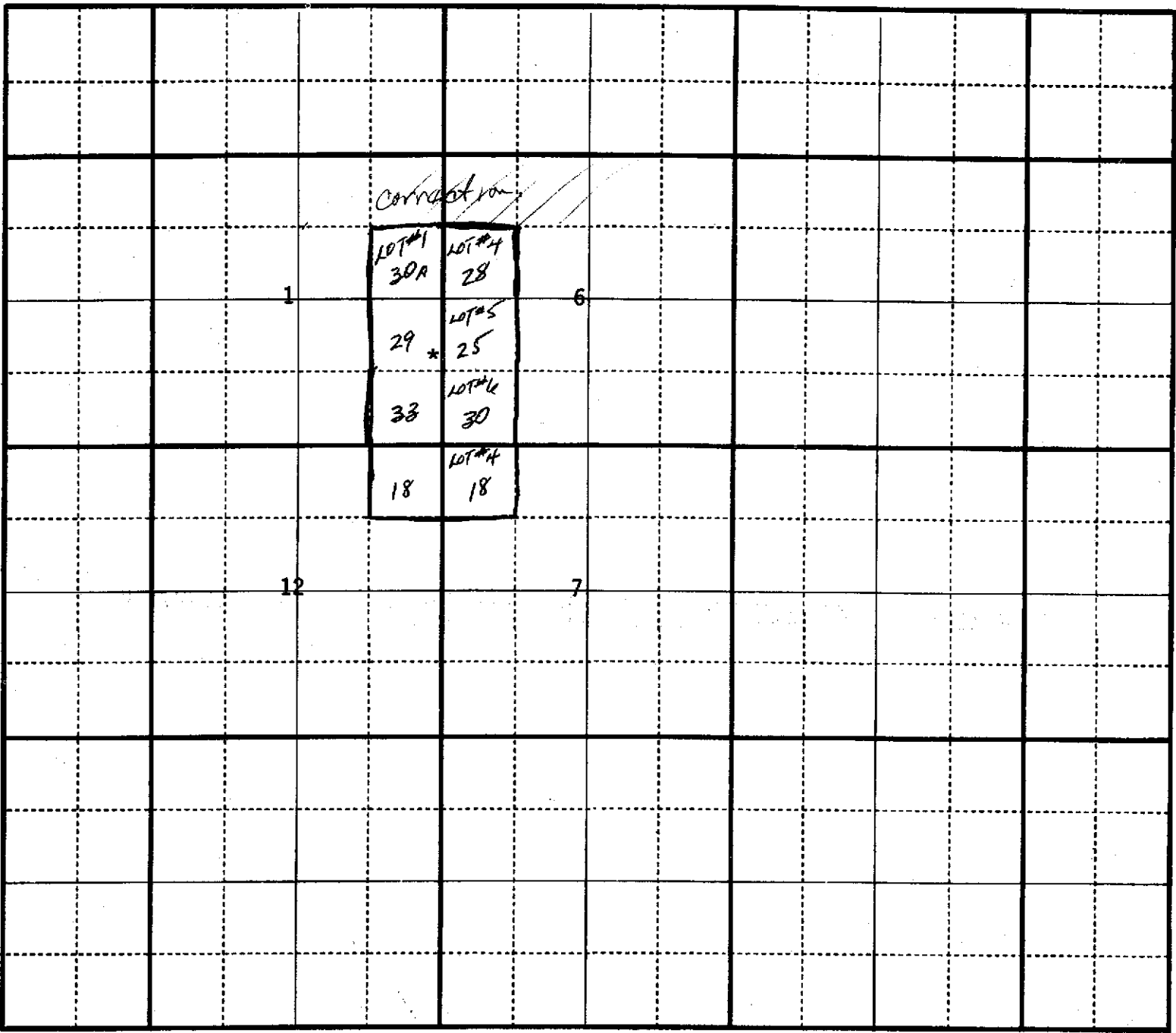
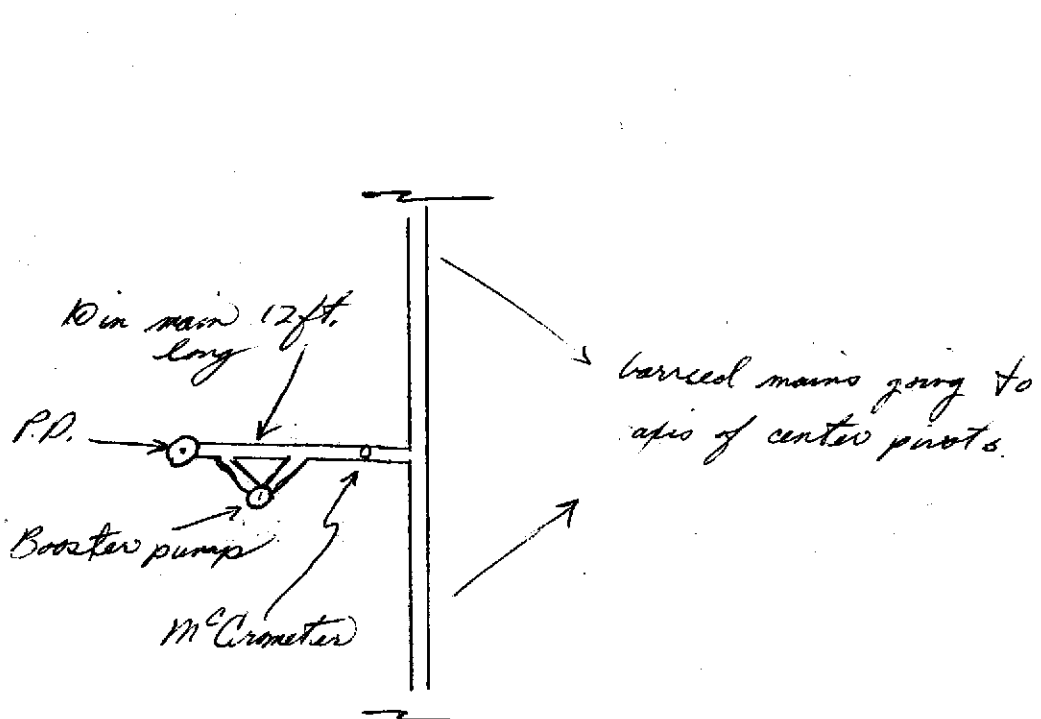


Diagram of System



EMC
3 Aug 76.

DATE OF EXAM 3 Aug 76

ACREAGE
Found 215
Recommended 211

Irrigation Requirement 3.0 Ac Ft/Ac

USE
Irrigation Q = 4.0 c.f.s. V = 633 AF/Ann. from Apr. 1 to Nov. 1
Domestic Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____
Livestock Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____

Is water co-mingled? yes _____ no ☒
Name source: n/a
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Exchange? yes _____ no ☒
Name source exchanged with: n/a
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Point of injection: N/A
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Point of exchange: N/A
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Total Q measured 4.0 cfs. Method of measurement in line meter

Total Q recommended 4.0 cfs. Meter No. 73-10-437 Type MCrometer Condition standard

Total V recommended 633 AF/ann.

Recommended Amendments:
P.D. _____
Place of Use _____
Other _____
None ☒

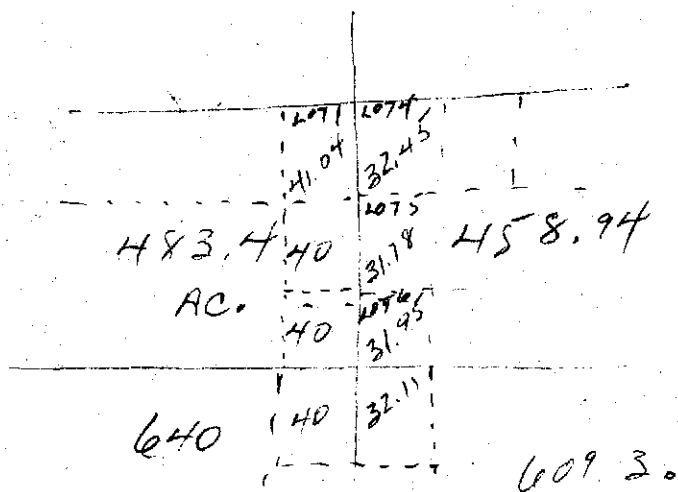
MEASUREMENT CALCULATION:
 $Q = .01 \text{ AF} / 129 \text{ sec} = 435.6 \text{ cf} / 109 \text{ sec} = 3.996 \text{ cfs.}$
 $V = 3.0 \times 211 = 633 \text{ AF/ann.}$
Measurement taken 4/13/77 EMC

SYSTEM DESCRIPTION:
"US" motor, 200 HP, 3 phase, ser # J1417969, "Johnston pump no ident. plate.
Booster: "US" motor, 100 HP, 3 phase, ser # J1400571, "Johnston pump no ident. plate.
10 in. steel main extends 12 ft. east of P.D. w/ inlet & outlet for
booster. "T" connection with buried main going to axis of center pivots (2)
"Valley" self propelled model 1041, length - 1170 ft + 500 on end.

REMARKS:
System described by Carl Johnson.

Examiner's Signature Ernest M. Carlson Date 4/13/77
Checked by Anthony R Kyzowski Date 5/24/77
Approved by _____ Date _____

Sign post 49 south 3 mi. then $\frac{1}{2}$ mile west.



April 22, 1976

Re: Permit No. 31-7159

Carl D. Johnson
P.O. Box 31
Terreton, ID 83450

Dear Mr. Johnson:

We acknowledge receipt of the affidavit submitted as proof of beneficial use for the above referenced permit.

Before a license can be issued, a field examination must be made by a representative of this Department. We cannot tell just when this examination will be made, but our examiner will try to contact you at the time he makes the examination so that you may show him the system.

If you have any questions regarding the field examination, please contact our District Office in **Idaho Falls.**

Sincerely,

D. Darlene Reich
Water Rights Supervisor

DDR:JG

RECEIVED

APR 18 1976

Department of Water Resources

Identification No. _____

Permit No. 31-7159

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

1. a) Name of Permit Holder Carl D. Johnson
 b) Post Office Address P. O. Box 31, Terreton, Idaho 83450
2. Permit Number 31-7159
3. Date of Priority that you are prepared to establish 3-18-75
4. a) Source from which water was appropriated ground water
 b) Location of the point of diversion: NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 1
 Township 5 N, Range 34 E Boise Meridian, Other points of diversion: _____
5. a) The amount of water and use to which the water has been applied:
 Amount 5 cfs for irrigation purposes from April 1 to Nov. 1 incl.
 (cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
 Amount _____ for _____ purposes from _____ to _____ incl.
 (cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
 Amount _____ for _____ purposes from _____ to _____ incl.
 (cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
 b) Total amount appropriated 5 cfs cfs and/or acre-feet per annum
 c) Describe how and by whom measurement of rate of flow or amount of storage was made and the qualifications of the person making the measurement: Gem State Irrigation Company, by Sylvan Seely, owner, with an open-flow meter.
6. If the means of diversion and conveyance are owned by someone other than the Permit Holder:
 a) Give the name or description of the canal, ditch or other works by which the water is conducted to the place of use: _____
 b) Describe the agreement or understanding by which you take water from the works: _____
7. a) Briefly describe the works for diverting and conveying the water to the place of use, (if from a subterranean source, give the pump size, motor size, size of well casing, depth of well; if from surface water, give brief description of diversion structure and/or canal or ditch) 200 HP main pump with 100 HP booster pump, 20" well casing, depth of well 385'. Sprinkler system - two Valley circular sprinklers.
 b) Describe the type and size of measuring device which you have installed at your point of diversion: ~~Highwater office meter, 100x~~ 10-3/4" Saddle Water Meter
 c) Give well driller's name and address and the date the well was completed: Bryce Goulding, St. Anthony, Idaho. Completed June 1967.
8. If for other than irrigation, describe the beneficial use to which you have applied the water and the place of use: _____

Exam typed 4-21-76

9. Irrigation uses: describe the lands irrigated by giving the acreages irrigated within each 40 acre subdivision: _____

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
5N	34E	1				40									40			40	120
5N	35E	6							40		40	40							120
5N	35E	7							40										40
5N	34E	12	40																40

Total number of acres irrigated 320

10. Remarks: _____

The above information is a true statement of the extent to which the above numbered permit has been developed.

April 5, 1976

(Date)

Carl R. Johnson
(Signature)

State of Idaho)

County of Jefferson) ss.

On this 15th day of April, 1976, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Chair Allison
Notary Public residing at Ashton, Idaho

My commission expires Lifetime

QUOTATION

HANSEN IRRIGATION SERVICE INC.

P. O. BOX 978 — PHONE (208) 522-3703
4440 SOUTH YELLOWSTONE AVE.
IDAHO FALLS, IDAHO 83401

PHONE (208) 652-7457
156 NORTH 6TH ST.
ASHTON, IDAHO 83420

IRRIGATION — SEWAGE TREATMENT — ENVIROMENTAL CONTROL

NAME <i>Carl Jorgensen</i>	DATE <i>11-14-76</i>	BRANCH NO.
ADDRESS	PHONE	SALESMAN <i>Perry Martensen</i>
CITY <i>Twiverton Idaho</i>	JOB NUMBER	

QUAN.	DESCRIPTION	UNIT PRICE	AMOUNT
1	10 ^{3/4} saddle water meter		353 ⁰⁰
2			
3			
4	12 4" SBS-VCH W/24 steel added +	17 ⁰⁰	204 ⁰⁰
5			
6			
7			
8			
9	install Risers + water meter		125 ⁰⁰
10			
11			
12			
13			
14			682 ⁰⁰
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26	CASH ON INVOICE		
27			
28			
29			
30			
31			

A. Describe trade-in	Sub Total
B. If Seller is to install the equipment and rock or other circumstances are encountered which increase installation costs, these additional costs will be added to the balance due and be paid by Purchaser.	Trade-In
C. The equipment will be delivered to _____ and be installed and remain on _____ of Sec. _____ (e.g. N 1/2 SE 1/4) Twp. _____, Rge. _____, Mdn., in _____ County, State of _____	Cash Paid
D. Balance Payable: ☐ on single cash installment purchase money security agreement, payable on or before _____, 19_____, with discount of \$_____ if paid on or before _____, 19_____	Sales Tax
Balance Payable: ☐ on term purchase money security agreement payable in _____ consecutive (monthly, annual) installments commencing _____, 19_____	Balance
Source of Purchaser's financing _____	

E. In case of change in quantity of materials or services installed or furnished or arithmetic error, unit prices will determine total cost. Any past due sums owing hereunder shall bear a finance charge of 1 1/2 % per month on unpaid balance (equal to 18 % annual percentage rate) from their due date until paid.

F. Any price increases between Seller and its suppliers on any materials or labor listed hereon, which occur between the date hereof and date of delivery to Purchaser will be passed on to and paid by Purchaser. Purchaser warrants the trade-in to be free of all liens and encumbrances.

G. TITLE-RISK OF LOSS: Purchaser agrees that title and risk of loss to collateral sold hereunder pass to Purchaser at Seller's (or common carrier's) place of business immediately upon identification of the collateral to the contract and prior to delivery to, or installation at, Purchaser's premises.

H. EXEMPTION CERTIFICATE: I certify that the property which I have here purchased will be used by me for the following purpose: (Check the appropriate blank)

☐ Directly and primarily in the process of producing tangible personal property by mining, manufacturing, processing, or for farming.

☐ To repair equipment or machinery which is being directly and primarily used in the process of producing tangible personal property and would be exempt from application of sales tax were it being purchased.

NOTICE: ALL OF THE TERMS, CONDITIONS AND PROVISIONS ON THE REVERSE SIDE FORM A PART OF THIS CONTRACT.

APPROVED FOR INCORPORATION INTO PURCHASE MONEY SECURITY AGREEMENT OR CASH SALE:

HANSEN IRRIGATION SERVICE, INC.

I have read this quotation in its entirety, have received a true copy hereof; and acknowledge that this is only a quotation of price and other terms to be incorporated in a purchase money security agreement of Seller, but my signature hereon will make this a firm offer on my part to purchase the items at the price and on the payment terms specified above. However, if this offer is accepted by Seller by signature hereon, by delivery of all or any part of the items, or otherwise, I have read, understand and agree to all of the SPECIAL TERMS AND CONDITIONS contained on the reverse side hereof.

Purchaser _____
Purchaser _____
Purchaser's Residence _____
Purchaser's Chief Place of Business _____

QUOTATION

NOTE: SEE OTHER SIDE FOR IMPORTANT INFORMATION

CUSTOMER

SPECIAL TERMS AND CONDITIONS

A. PURCHASER'S ACCEPTANCE OF THESE SPECIAL TERMS AND CONDITIONS

Purchaser acknowledges and understands that these special terms and conditions are a part of this transaction and that Seller would not sell the equipment or provide the services contemplated on the face hereof without Purchaser understanding and accepting them as part of the contract because the parties agree that this work is uncertain, hazardous and precarious in its nature.

B. EXCLUSIVE WARRANTY IN LIEU OF ALL OTHER WARRANTIES AND EXPRESS AGREEMENT AS TO EXTENT OF LIABILITY

1. All used equipment sold under this contract is purchased by the Purchaser "AS IS" and Seller does not warrant that they are of merchantable quality nor that they can be used for any particular purpose. With respect to new equipment sold under this contract SELLER MAKES NO WARRANTY OF MERCHANTABILITY except that it warrants that the goods or equipment will pass without objection in the trade under the contract description. Purchaser knows and agrees that all goods or equipment sold hereunder (and the installation thereof by Seller, if so installed) ARE NOT WARRANTED FOR ANY SPECIFIED LENGTH OF TIME, MEASURE OF SERVICE, OR FOR ANY PARTICULAR PURPOSE.

2. This warranty is expressly subject to the limitation of liability hereafter stated, and is in lieu of all, and excludes all other guarantees, warranties, obligations or promises, express or implied by contract or by law; and Purchaser acknowledges by affixing his signature hereto, that this warranty, as so limited in scope and as to liability thereon, is the only warranty made to him by Seller, its agents or employees.

3. Under this warranty and contract, Seller shall in no way be liable to Purchaser, or anyone claiming through or under him, for any delays, losses, damages or costs (including but not limited to crop losses), of any nature whatsoever, except that Seller will repair or replace, at its option, any defective parts or workmanship proved defective at time of installation.

4. Should Seller furnish any services to Purchaser or for his benefit pursuant hereto, such as, but not limited to, engineering, installation, repairs, well or pump testing, repairs or services, or soil analysis, Seller, its agents and employees, shall not be liable for any damages suffered by Purchaser, or anyone claiming through or under him, particularly including, but not limited to, loss or damage for diminution or failure of crops, shortage of water, or inability or failure to supply same, or for any other cause whatsoever, including negligence.

C. COMPLETION DATE OF INSTALLATION OF EQUIPMENT

Purchaser understands that Seller absolutely does not guarantee completion of installation of the equipment sold hereunder by any specific date unless that covenant is specifically agreed to in a written document attached hereto, and specially signed (in addition to the signature on the other side hereof) by a duly authorized division manager or comptroller of seller; nor will any such covenant made after date of execution of this contract bind Seller to a completion date, unless the same is in writing and signed by such agent of Seller. Unless such completion date is agreed to in the manner herein required, Purchaser agrees that there shall be no claim by him or anyone claiming through or under him against Seller for any alleged delay in installation, and that installation of the products sold shall be accomplished by Seller at such time as Seller, in its sole discretion, shall be able to complete such in the normal course of its business. If a completion date is agreed upon as herein provided, however, Purchaser, by affixing his signature to this contract, specifically acknowledges that Seller will not be liable to him, or anyone claiming through or under him, for any delays, losses, damages or costs (including but not limited to crop losses) of any nature whatsoever caused by any failure of, or delays in, shipment or installation of any parts or products due to circumstances beyond Seller's reasonable control, such as, but not necessarily limited to fires, floods, strikes, material allocations, war, priorities, governmental action, shortages of materials or inability to acquire them through normal channels, or failure of fuel or transportation.

D. PURCHASER'S RISKS ASSUMED HEREUNDER

Purchaser agrees to assume all risk of losses, damages or costs of any nature whatsoever from, and sole responsibility for determining, whether or not the water supplied to the equipment purchased will be adequate to irrigate a given crop or crops; the method by which the equipment shall be used to apply water to his crops; the rate at which water should be applied to his crops; the frequency of irrigation cycles for his crops; the duration of each setting during irrigation of his crops; and the amount of water that is to be applied to the crops during each irrigation setting.

E. REPRESENTATIONS OF AGENTS AND EMPLOYEES OF SELLER

Purchaser knows and understands that no officer, agent or employee of Seller is authorized to make any representation binding the Seller other than those contained herein or those which are reduced to writing and signed by an executive officer of Seller. Any statements made by any officer, agent or employee of Seller contrary to the terms of this and the foregoing paragraphs shall be construed to be mere expressions of opinion and Purchaser understands that they shall not be construed as warranties or representations made by Seller and that Seller shall in no way be liable for such unless they shall have been so reduced to writing and signed as hereinabove required.

F. COLLECTION COSTS

Should Purchaser default in any of the terms and conditions hereof, he agrees to pay all costs, including but not limited to reasonable attorneys' fees, and reasonable expense of digging up, retaking, holding, transporting, preparing for sale of the collateral and the like incurred by Seller in seeking enforcement hereof, damages for breach or in pursuing any other remedy available to Seller.

G. SECURITY AGREEMENT

A security interest in the above property, together with its proceeds, is hereby given to Seller to secure payment in the manner herein stated, with Seller to have the option, upon default of Purchaser, to declare all obligations secured hereby immediately due and payable, and Seller shall have all rights available to it under the Idaho Uniform Commercial Code in effect at the date of this transaction.

H. MISCELLANEOUS

This contract shall be deemed to have been made in Idaho and be construed in accordance with Idaho law. The collateral shall remain personal property and severed from the land where installed or attached. Time and the strict and faithful performance hereof are of the essence of this agreement. This contract shall apply to, inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties. Seller's assignee's rights hereunder shall be free from all defects of Seller and from all defenses, setoffs or counterclaims Purchaser may have against Seller. Any extension of credit for 15 days from billing date is granted without imposing a finance charge. Thereafter a finance charge shall accrue as provided on the face hereof. The goods shall be identified to the contract on the first to occur of either Seller placing a tag bearing Purchaser's name on the goods or Purchaser taking possession of said goods. Uniform Commercial Code sections 2-510 and 2-608 shall have no effect on the contract. Purchaser shall have a right to inspect the goods before their delivery. After such delivery, the goods shall be deemed accepted by Purchaser. Seller's security interest shall attach upon identification of the goods to the contract. Once goods are accepted, Purchaser waives all right to reject said goods or to revoke said acceptance. Any action against Seller for breach of warranty must be brought within one year after the cause of action accrues. Purchaser will not misuse, waste, or allow the goods to unreasonably deteriorate. Purchaser will not sell, rent, lend, lease, transfer or otherwise dispose of the goods or subject them to any encumbrance. Ten days notice shall constitute reasonable notice hereunder. Seller's rights hereunder can only be waived by a writing signed by an authorized agent of Seller.

NOTICE: See Other Side For Important Information

March 1, 1976

CERTIFIED MAIL

138353

Re: Permit No. 31-7159

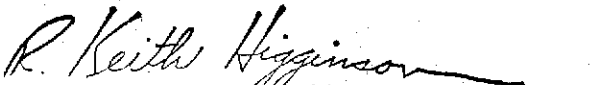
Carl D. Johnson
Box 231
Terreton, Idaho 83450

Dear Mr. Johnson:

One of the conditions of approval of your water Permit No. 31-7159 (see last page of your approved permit) was that evidence of the extent of development be submitted as proof of application of water to beneficial use to this office on or before May 1, 1976. Enclosed is an affidavit form which must be used to submit the required proof of beneficial use.

If you have not fully completed your project, and you have not previously received an extension of time, you may request an extension of time provided the delay is for reasonable cause as indicated in Section 42-204, Idaho Code, amended. If you have been prevented from proceeding by a governmental agency or by litigation, more than one extension of time can be granted.

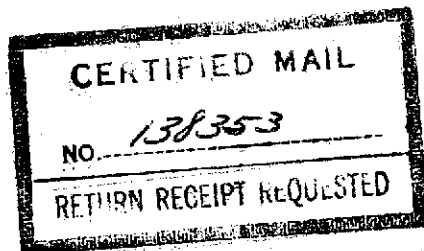
Either the beneficial use affidavit or a request for an extension of time must be received by this Department on or before the above mentioned date, otherwise the permit will lapse and be of no further force or effect.


R. KEITH HIGGINSON
Director

RKH:jg
Enc: Proof affidavit

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Statehouse
Boise, Idaho 83720

RETURNED TO
REASON CHECKED
Unclaimed ☒ Refused
Addressee unknown
Insufficient Address
No such street number
No such office in state
Do not re-mail in this envelope



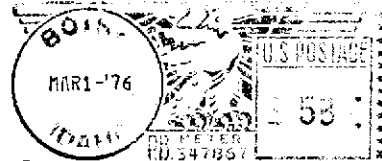
31-7159

Resent

reg mail some address

3-24-76
js

Carl D. Johnson
~~Box 231~~
Terreton, ID ~~83450~~

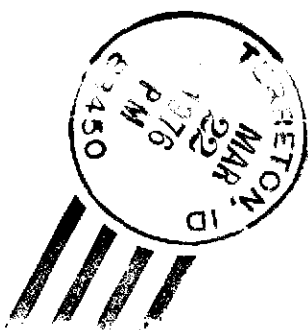


PS Form 3811, Jan. 1975

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.								
1. The following service is requested (check one). ☐ Show to whom and date delivered..... 15¢ ☐ Show to whom, date, & address of delivery.. 35¢ ☐ RESTRICTED DELIVERY. ☐ Show to whom and date delivered..... 65¢ ☐ RESTRICTED DELIVERY. Show to whom, date, and address of delivery 85¢								
2. ARTICLE ADDRESSED TO:								
3. ARTICLE DESCRIPTION: <table border="1"> <tr> <td>REGISTERED NO.</td> <td>CERTIFIED NO.</td> <td>INSURED NO.</td> </tr> <tr> <td></td> <td>138353</td> <td></td> </tr> </table> (Always obtain signature of addressee or agent)			REGISTERED NO.	CERTIFIED NO.	INSURED NO.		138353	
REGISTERED NO.	CERTIFIED NO.	INSURED NO.						
	138353							
I have received the article described above. SIGNATURE ☐ Addressee ☐ Authorized agent								
4. DATE OF DELIVERY		POSTMARK						
5. ADDRESS (Complete only if requested)								
6. UNABLE TO DELIVER BECAUSE:		CLERK'S INITIALS						

☆ GPO : 1975-O-568-047



April 25, 1975

Re: Permit No. 31-7159

Carl D. Johnson
Box 231
Terreton, Idaho 83450

Dear Mr. Johnson:

Enclosed is a copy of your approved Application for Permit No. 31-7159. We direct your attention to the conditions of approval as listed on the fourth page.

Be sure to note that a special condition requiring you to install and maintain a measuring device at your point of diversion has been placed upon your permit. We are enclosing a letter describing different types of measuring devices accepted by this office.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:jfr

Enclosures

MICROFILMED

April 14, 1975

RE: Application for Permit No. 31-7159 JOHNSON

The Rigby Star
Box 37
Rigby, ID 83442

Gentlemen:

Would you please submit an affidavit of publication and certified bill in connection with the above referenced application. The legal notice was to have been published in your paper on March 27 and April 3, 1975.

Your cooperation in this matter is greatly appreciated.

Very truly yours,

RONALD D. CARLSON
District Engineer

RDC:MB

MICROFILMED

March 21, 1975

RE: Application for Permit No. 31-7159 JOHNSON
Claim to a Water Right No. 31-4012 HUNTER

The Rigby Star
Box 37
Rigby, ID 83442

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill.

Very truly yours,

RONALD D. CARLSON
District Engineer

Bill submitted 4-17-75 by MB

RDC:MB

Enc: Legal Notices (2)

RECEIVED

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Carl D. Johnson,

Terreton, Idaho

has on 3-18-75 submitted Application No. 31-7159

for a permit to appropriate 5.0 cubic feet per second ~~more feet per second~~
of water from a ground-water source

by means of well and pump

within the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 1, T. 5N, R. 34E, B.M., Jefferson County;

to be used from Apr. 1 to Nov. 1

for the irrigation of 320 acres

within the SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 1, T. 5N, R. 34E; SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 6,

NW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 7, T. 5N, R. 35E; NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 12, T. 5N, R. 34E, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401 on or before April 14, 1975.

R. KEITH HIGGINSON

Director

Published in the Rigby Star, Rigby, Idaho

on March 27 and April 3, 1975.

OW-L
NW-H

RECORDED