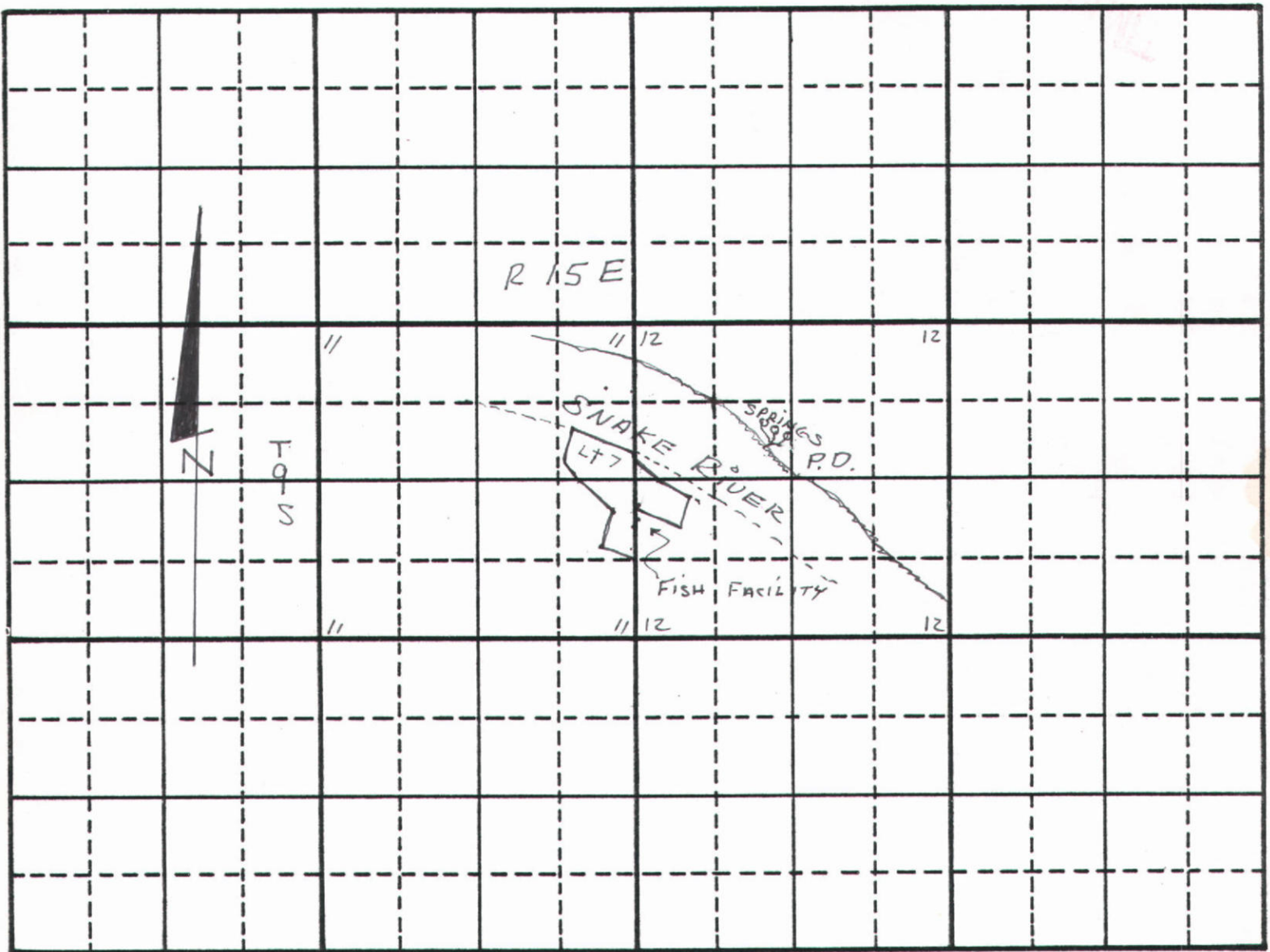


Complete the following map by showing land and point of diversion as proposed by this amendment.

Show 40-acre subdivisions, townships, ranges and ditches.



Scale: 2 inches equal 1 mile.

That no one will be injured by such change, and that such change will be made at permit holder's own risk.

Signed at Twin Falls, Idaho, this 4th day of February, 19 81.

[Signature]
(Signature)

FOR DEPARTMENT USE ONLY

Preliminary check by [initials] Fee = \$20.00

Received by [initials] Date Feb 4, 1981

Publication prepared by _____ Date _____

Published in _____

Publication dates _____

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

I, L. GLEN SAXTON, Chief, Operations Bureau of the Department of Water Resources hereby
APPROVE the above referenced Amendment for Permit No. 36-7033, provided that
conditions of approval of said permit are met.

Witness my hand this 12th day of _____ February 19 81.

[Signature]
Chief, Operations Bureau

AFFIDAVIT of PUBLICATION

State of Idaho, }
County of Gooding } SS.

Kim R. Compton

being first duly sworn, deposes and says that he is the printer (publisher) of the Gooding County Leader, a newspaper published every week in Gooding, County of Gooding, State of Idaho, that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once

each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication

of said advertisement was on the 18 day of November 1976, and the date of the last publication was on the 22 day of November, 1976.

Kim R. Compton

Subscribed and sworn to before me this 22

day of November, 1976.
(SEAL)

G. Allen H. H.
NOTARY PUBLIC

GOODING COUNTY LEADER

Gooding, Idaho

COST OF PUBLICATION

Number of Lines in Notice	<u>40</u>	<u>40</u>
Number of Insertions	<u>2</u>	<u>2</u>
Lines tabular at	315c	
<u>40</u> Lines straight at	<u>40</u> 21c	<u>8.40</u>
<u>40</u> Subsequent lines at	<u>40</u> 15c	<u>6.00</u>
TOTAL COST		<u>14.40</u>

COPY OF NOTICE

(Paste Here)

WP # 36-7653

TITLE OF NOTICE

Valley Trout Farm

PLAINTIFF ATTORNEY

DEFENDANT

PLAINTIFF

Dept of Water

BILL TO

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Valley Trout Farms, Inc., Route #3, Box 50, Buhl, Idaho 83316 has on 11-3-76 submitted Application No. 36-7653 for a permit to appropriate 69.0 cubic feet per second of water from Crystal Springs by means of concrete headbox with pipeline to fish ponds within the SE $\frac{1}{4}$ NW $\frac{1}{4}$ (Lot 12), Sec. 12, Twp. 9S, Rge. 15E., B.M., Gooding County to be used from Jan. 1 to Dec. 31 for Fish Propagation within the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 12, Twp. 9S, Rge. 15E, 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, 1041 Blue Lakes Blvd., North, Twin Falls, Idaho, 83301 on or before December 6, 1976.

/s/ R. Keith Higginson
Director

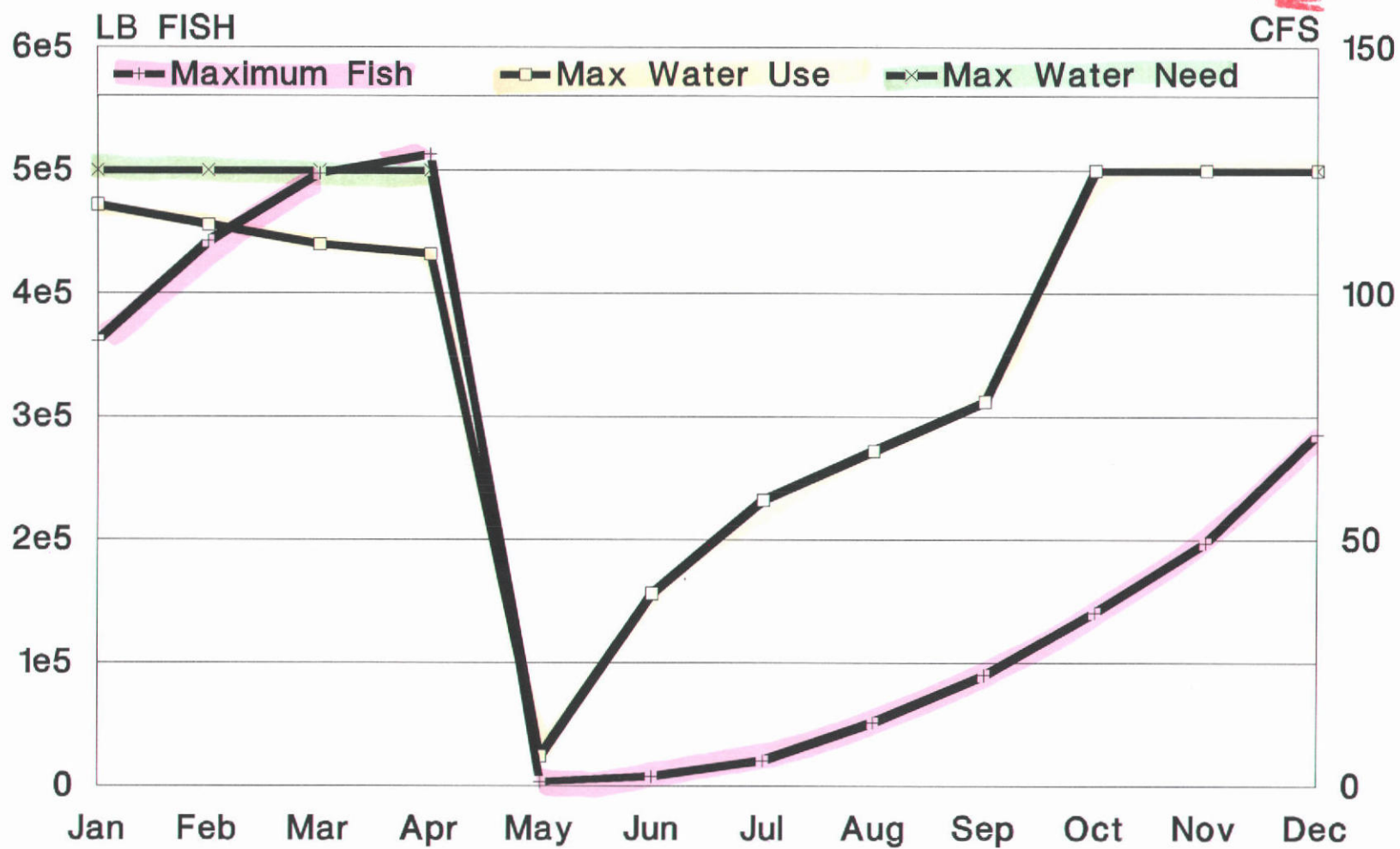
Pub: 11-18, 22

17219

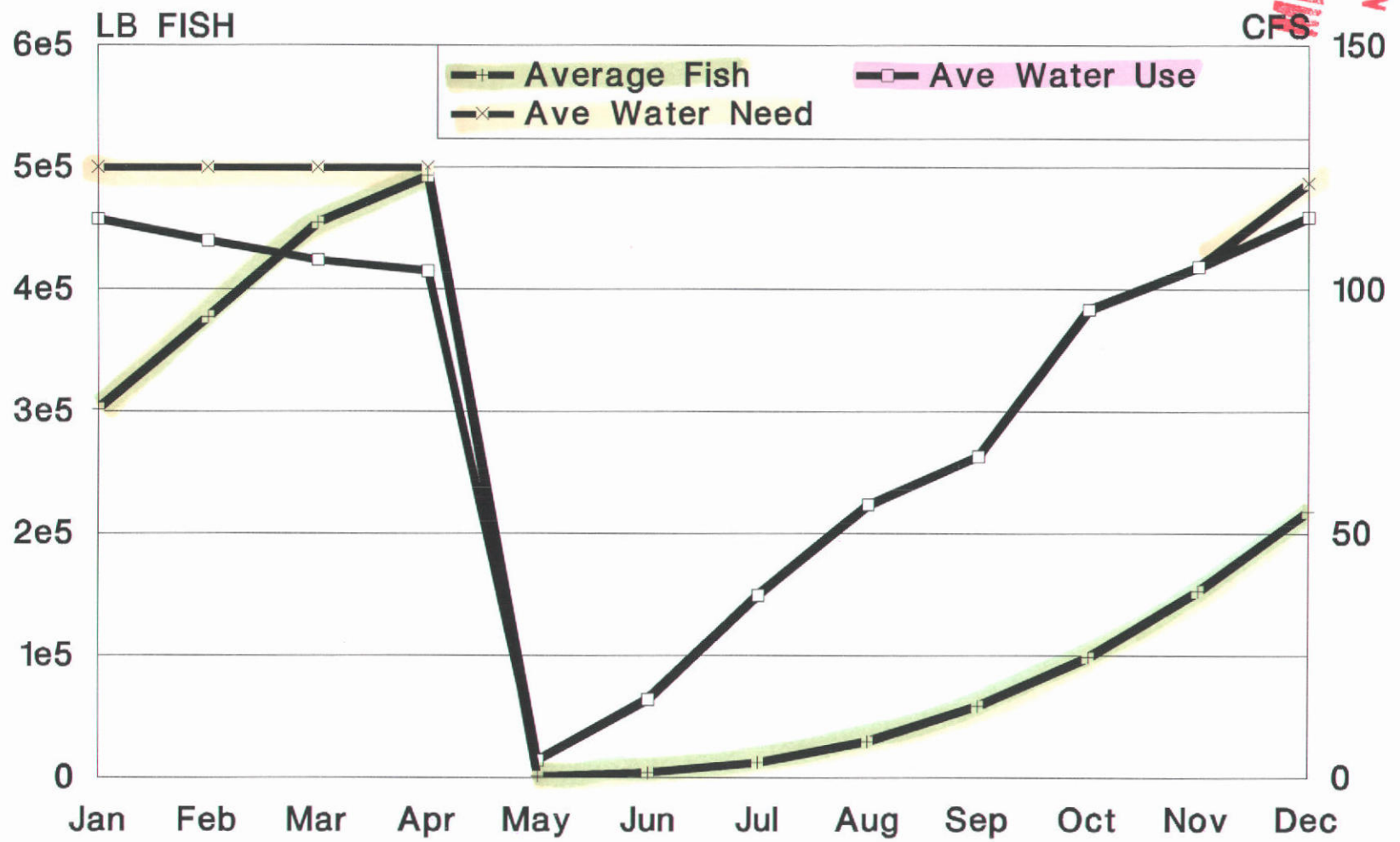
Nº 1027

*OK
AM
12-1-76*

UNRECEIVED
NOV 17 1992



MICROFILMED
NOV 17 1992



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No. 36-7653

1. Owner: U.S. Army Corps of Engineers

Phone No. _____

Current Address: Bldg. 602

2. Accompanied by: Bud Ainsworth

EXAM. DATE: 3-28-90

Address: Idaho Fish & Game Dept.

Phone No. 328-3230

Relationship to Permit Holder: Manager of facility

3. Source: Crystal Springs tributary to _____

B. OVERLAP REVIEW

1. Other water rights with same place of use: 36-7033, 7164

☒ Copies Attached

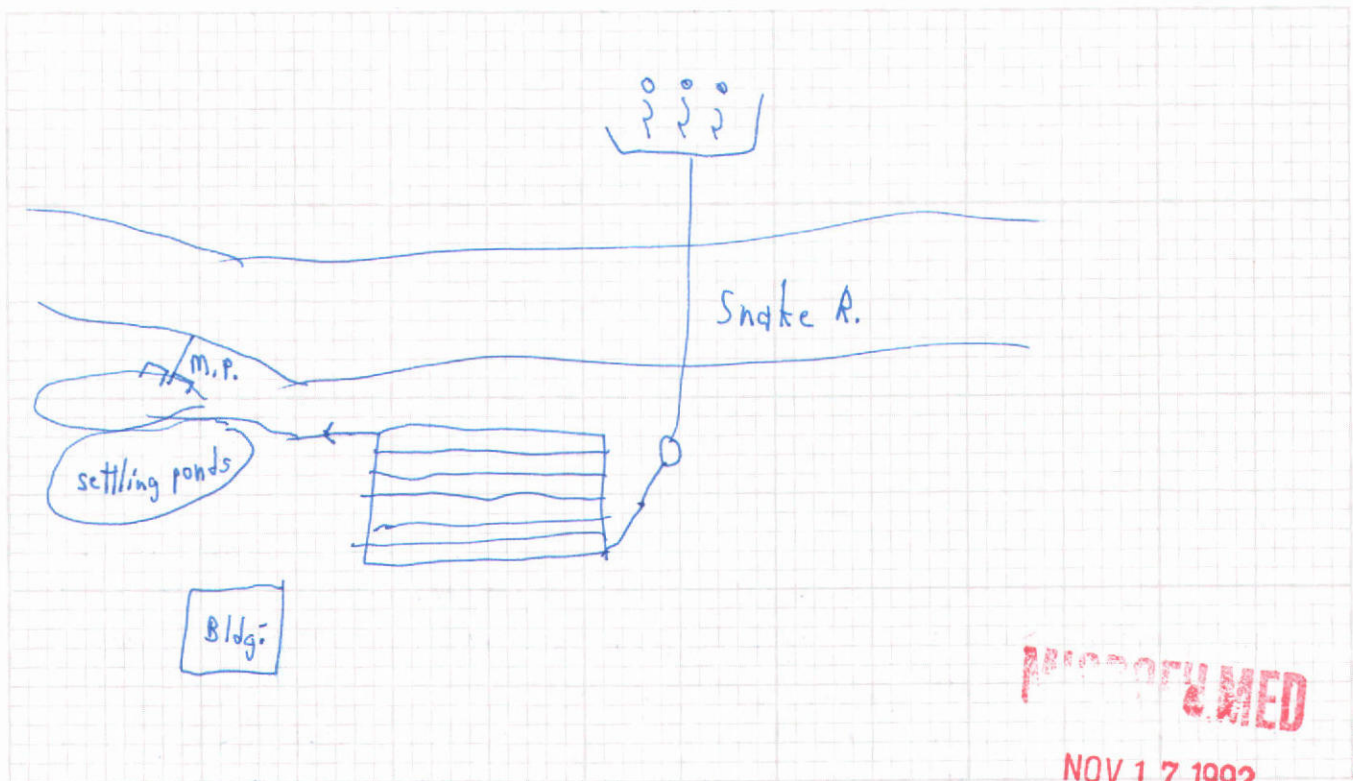
2. Other water rights with same point of diversion: Same

☒ Copies Attached

☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☐ Alternative diagram attached



Scale: 1" = _____

2. ☒ Copy of U.S.G.S. Quadrangle Attached
Showing location(s) of point(s) of diversion and
place(s) of use (required).

- ☒ Photo of Diversion and System Attached

(required for all but single household domestic groundwater, and stockwater.

- ☐ Aerial Photo Attached
(required for irrigation of 10 acres or more).



000 2.2 MI. TO U.S. 30 691 40' 2.2 MI. TO U.S. 30 FILER 7.1 MI. 1 MILE 4000 5000 6000 7000 FEET 1 KILOMETER

ROAD CLASSIFICATION

Primary highway, hard surface

Secondary highway

Light-duty road, hard or improved surface

INTERIOR—GEOLOGICAL SURVEY, RESTON, VIRGINIA—1980

R. 15 E. R. 16 E. 6940000E

42° 42' 30" N 114° 37' 30" W

36-7653

Hatchery
Looking East



Same looking North.
Note Spring Box
(white structure in
center of photo),



Same Looking West

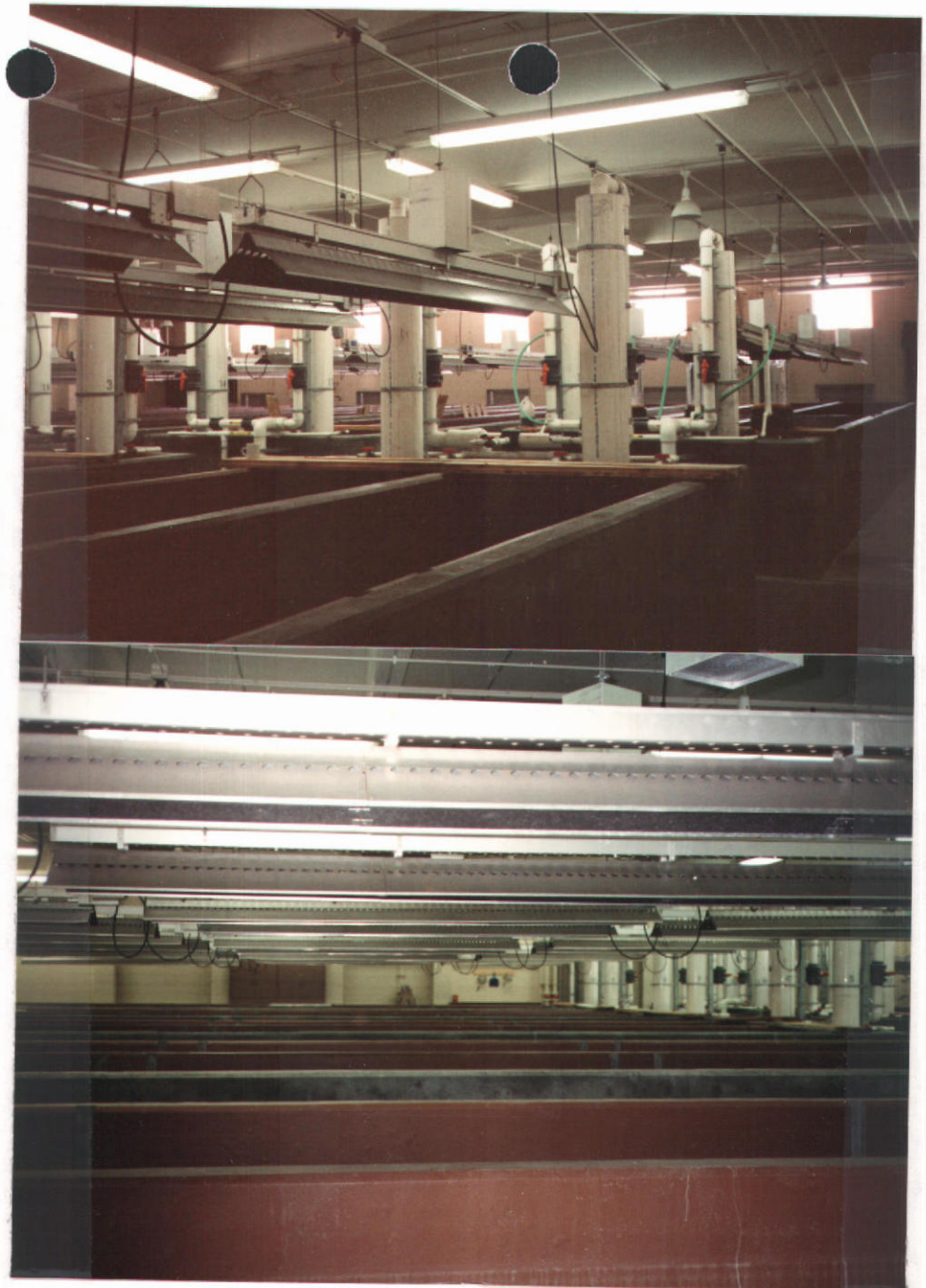
MICROFILMED

NOV 17 1992



36-7653

Hatchery Building

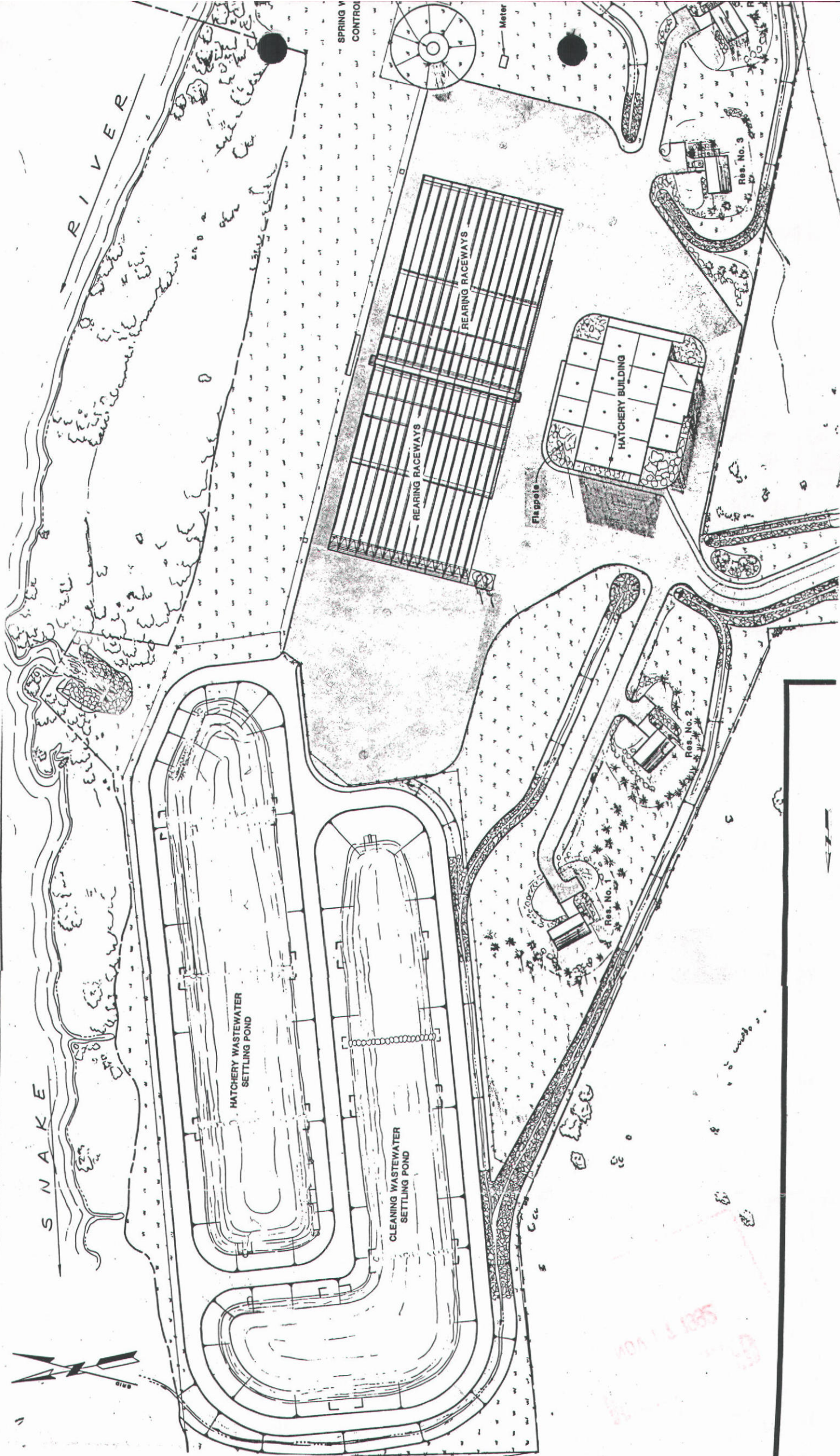


Same

Measuring Device/
Outlet of Settling
Ponds

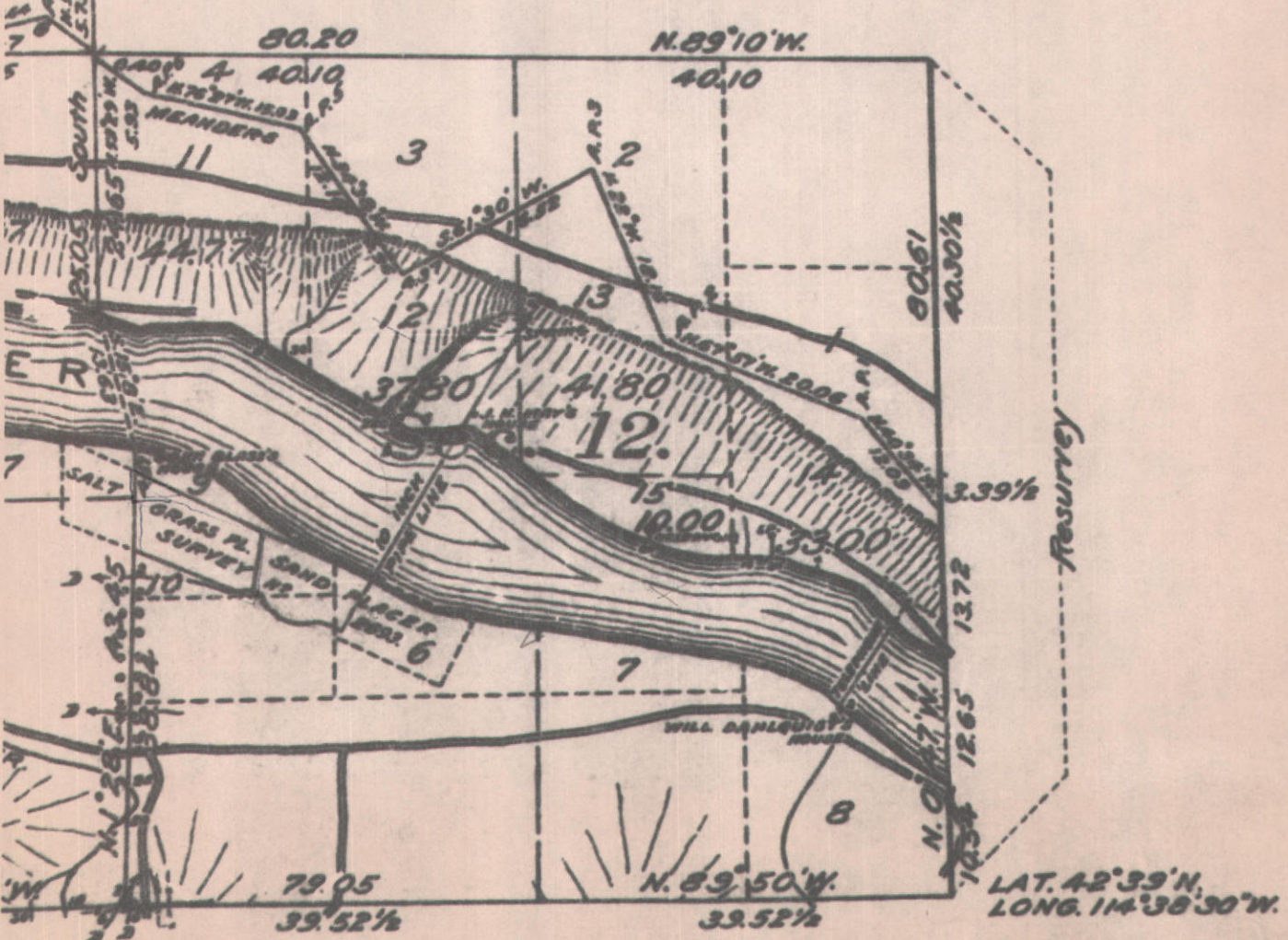
NOV 17 1992







MICROFILMED

[illegible]

MICROFILMED

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 36-07653

Priority: November 3, 1976

Maximum Diversion Rate: 69.00 CFS
Maximum Diversion Volume: 31392.0 AF

This is to certify, that US DEPT OF DEFENSE

DEPT OF ARMY

CORPS OF ENGINEERS

BLDG 602 CITY-COUNTY AIRPORT

WALLA WALLA WA 99362

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated November 3, 1976; and has submitted Proof of Beneficial Use on December 22, 1987. An examination indicates that the works have a diversion capacity of 138.000 cfs of water from:

CRYSTAL SPRINGS

tributary to SNAKE RIVER

source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
FISH PROPAGATION	01/01 to 12/31	69.00 CFS	31392.0 AF

LOCATION OF POINT(S) OF DIVERSION: Lot 11(NESWNW), Sec. 12, Township 09S, Range 15E
Lot 12(NWSENW), Sec. 12, Township 09S, Range 15E
GOODING County

PLACE OF USE: FISH PROPAGATION
TWN RGE SEC

09S 15E 11	Lot 7(SENW)	NESE
12	Lot 9(SWNW)	NWSW

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount which can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.

REPRODUCED

NOV 17 1992

State of Idaho
Department of Water Resources

PAGE 2

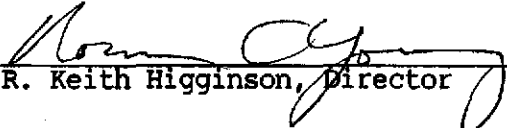
WATER RIGHT LICENSE

WATER RIGHT NO. 36-07653

CONDITIONS/REMARKS:

6. Return water shall be treated to insure that the effluent meets Idaho Water Quality Standards.
7. Use of water under this right is subject to policies set forth in the State of Idaho Water Plan, including Policy No. 5G.
8. Water cannot be diverted from the natural water course in excess of the combined quantities of this license and Water Right Nos. 36-07164 and 36-07033.
9. The rate of diversion, under this right, from September 1 to April 1 shall not exceed 69 cfs, nor a volume of 28,947 af.
10. The rate of diversion, under this right, from July 1 to August 31 shall not exceed 25 cfs, nor a volume of 2,445 af.
11. No water may be diverted under this right during May and June.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 6TH day of NOVEMBER, 1992.

Acting for  R. Keith Higginson, Director

MAILED

NOV 17 1992

State of Idaho
Department of Water Resources

RECEIVED
MAY 22 1992

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 36-07653

Department of Water Resources
APPROVED
69.00 CFS

Date of Priority: November 3, 1976 Maximum Diversion Rate:
Comes now US DEPT OF DEFENSE

DEPT OF ARMY
CORPS OF ENGINEERS
BLDG 602 CITY-COUNTY AIRPORT
WALLA WALLA WA 99362

and represents to the Director of the

Idaho Department of Water Resources:

That he is the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho No. 36-07653, and requests that the permit be changed as follows:

Source: CRYSTAL SPRINGS tributary to SNAKE RIVER

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
FISH PROPAGATION	01/01 to 12/31	69.00 CFS	

→ LOCATION OF POINT(S) OF DIVERSION: Lot 11(NESWNW), Sec. 12, Township 09S, Range 15E
Lot 12(NWSENW), Sec. 12, Township 09S, Range 15E
GOODING County

PLACE OF USE: FISH PROPAGATION
TWN RGE SEC

09S 15E 11	Lot 7(SENE)	NESE
12	Lot 9(SWNW)	NWSW

Permit holder asserts that no one will be injured by such change and that such change will be made at permit holder's own risk.

Signed at Walla Walla, WA, this 18th day of May, 1992.

Richard Carlton
(Signature)

RECEIVED

NOV 17 1992

State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 36-07653

FOR DEPARTMENT USE ONLY

Preliminary check by CS Fee = \$20.00 Received by DB Date 6-17-92 #0024591

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, R. Keith Higginson, of the Department of Water Resources hereby approve the above Application for Amendment for Permit No. 36-07653 with the following;

CONDITIONS/REMARKS:

1. This water right is appurtenant to the described place of use.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. A measuring device of a type approved by this Department shall be maintained as a part of the diverting works.
5. Return water shall be treated to insure that the effluent meets Idaho Water Quality Standards.
6. Use of water under this right is subject to policies set forth in the State of Idaho Water Plan, including Policy No. 5G.
6. Facility volume = 199,748 cubic feet.

Witness my hand this 6TH day of NOVEMBER, 1992.

Norman C Young
Acting for R. Keith Higginson, Director

RECEIVED

NOV 17 1992

RECEIVED
MAY 22 1987

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

REQUEST FOR EXTENSION OF TIME

To provide additional time in which to submit proof
of beneficial use for a water right permit

Department of Water Resources

The Idaho Department of Water Resources will consider this form as a request that the permit holder(s) be granted an additional period of time in which to complete development of a water right under the provisions of Section 42-204, Idaho Code.

Permit No. 36-7653

Name(s) of Permit Holder: US ARMY CORPS OF ENGINEERS

Post Office Address: BLDG. 602, CITY-COUNTY AIRPORT, WALLA WALLA, WASH. 99362

Telephone No. 509-522-6794

Date Proof is Due: 1 JUNE 1987

Describe what work has been completed toward the development of this water right: _____

(This must be filled out! If no work has been completed, show "none".)

The Hatchery and Water Diversion facilities are essentially complete.

Because of unforeseen foundation conditions encountered during construction,

the Project completion schedule was delayed to the point that beneficial

use may not be made by 1 JUNE 1987.

Costing \$ _____

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

SEE ABOVE

Permit holder(s) request an extension to 1 JUNE, 19 88.

MICROFILMED

(1 yr. minimum)

RICHARD CARLTON

Chief, Real Estate Division

Walla Walla District, Corps of Engineers

(Signature)*

*IF OTHER THAN PERMIT HOLDER,
POWER OF ATTORNEY MUST BE SUPPLIED.

FEE: \$15.00

FEB 26 1988

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be APPROVED and the time within which to submit proof of beneficial use is extended to January 1, 1988.

Signed this 29th day of May, 19 87.

J. Glen Saylor

Chief, Operations Bureau

WATER RIGHT SPLIT

SUMMARY

ACTION	RIGHT NO.	NAME	AMOUNT C.F.S.
App. for permit	36-7653	Valley Trout Farms, Inc.	69.0
Assigned	36-7653	U.S. of America-Army Corp.of Engineers	69.0

For Office Use Only
Fee Received _____
Date _____
Receipt # _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

REQUEST FOR EXTENSION OF TIME

To provide additional time in which to submit
proof of beneficial use on a water right permit

MAY 5 1982

Department of Water Resources

U.S. Department of Army, Corps of
Engineers, Walla Walla District of Bldg. 602, City-County Airport, Walla Walla
(Name) (Address)

State of Washington, deposes and says:

That he is the holder, or the duly authorized agent of the holder*, of Permit to Appropriate the Public Water of
the State of Idaho No. 36-7653.

That under the terms and conditions of said permit, work thereunder was required to be completed on or before
1 June, 19 82.

That he has heretofore performed the following work described under said permit: Design work has been
(This must be filled out! If no work has been completed put none.)
started to improve the water collection system and construct the steelhead trout hatchery.

Costing \$ _____

That he is unable to complete the remainder of the work within the required time for the following reasons, to-wit:
The design process for the total facility requires a minimum of two years. Construction
will require approximately two years beyond that.

Wherefore, he asks that the Department of Water Resources extend the time for the completion of obligations
under said permit to 1 June, 19 86.
(1 yr. minimum, 5 yrs. maximum)

NOTE
AS OF JULY 1, 1980,
THERE IS A \$15.00
CHARGE FOR REQUESTS
FOR EXTENSION OF
TIME.

Allen L. Baim
ALLEN L. BAIM
Chief, Real Estate Division
Walla Walla District, Corps of Engineers

(Signature)*

*IF OTHER THAN HOLDER, Power of Attorney must be supplied.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above application for extension of time be APPROVED and the time within
which to submit the statement of beneficial use is extended to June 1, 1987.

Sign this 13th day of May, 1982.

J. Glen Saxton
Chief, Operations Bureau

State of Idaho
Department of Water Resources

RECEIVED

ASSIGNMENT OF PERMIT

MAY 18 1981

I, VALLEY TROUT FARMS, INC., hereby assign to UNITED STATES OF AMERICA Department of Water Resources
of ARMY CORP OF ENGINEERS BOX 602 CITY COUNTY AIRPORT, WALLA WALLA, WA 99362
Address

CHECK ONE



All my right, title, and interest in and to Permit No. 36-7653
to appropriate the public waters of the State of Idaho.



The following described portion of my right, title, and interest in and to Permit
No. _____ to appropriate the public waters of the State of Idaho.

(Describe that portion of the permit being assigned by listing the acreage within
each 40 acre subdivision, the point of diversion and the amount of water in cubic
feet per second for direct diversion, or acre feet for storage)

Made this 4th day of FEBRUARY, 19 81.

Robert Williams
Permit Holder
Attorney for Valley Trout Farms
and Partner of attorney for the
Corp.

Spouse of Permit Holder

State of Idaho)
County of Linn ss.

On this 4th day of February, 19 81, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged to me
that he (she) (they) executed the same.

seal

Robert Williams
Notary Public residing at
Bozeman

My commission expires:
Life

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR AMENDMENT OF A PERMIT

To change the point of diversion and/or the place of use.

Comes now VALLEY TROUT FARMS, INC.of (address) Rte 3 Box 50 Buhl, IDAHO 83316, and represents to the
Director of the Idaho Department of Water Resources:That he is the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho
No. 36-7653, and requests that the permit and permit map be changed as follows:

- (L+12)
1. Point of diversion: SE 1/4 NW 1/4, Section 12, Township 9S, Range 15E, B.M.,
County of GOODING. Other points of diversion: _____

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.)

Amount 6900 cfs for FISH PROPAGATION purposes from JAN. 1 to DEC. 31 (both dates inclusive)
(cfs or acre feet per annum)Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

3. Place of use or land to be irrigated:

TWP	RGE	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	
9S	15E	11				L+7 X									X				
9S	15E	12							X			X							

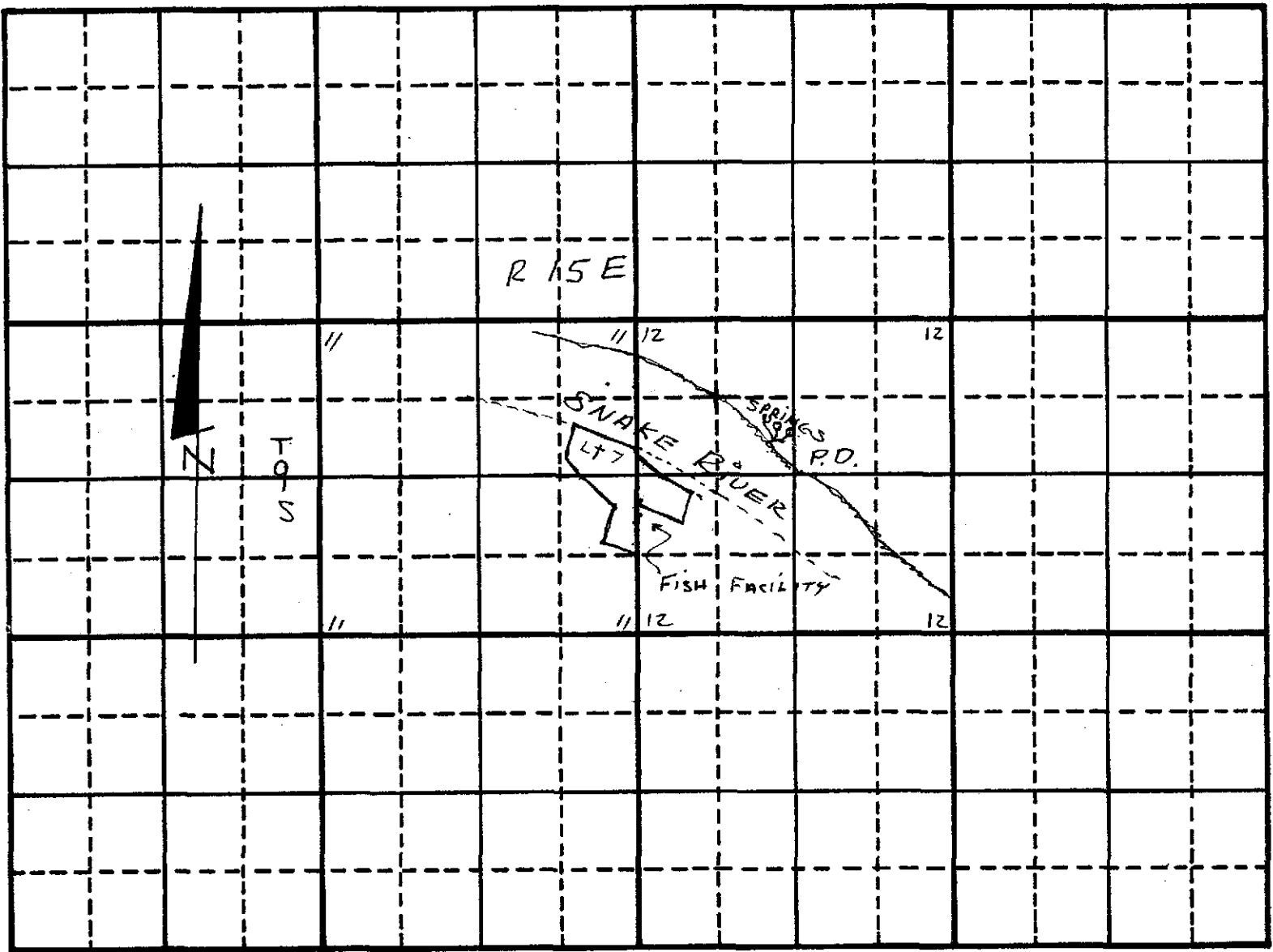
Total number of acres to be irrigated = _____

4. a. Who owns the property at the point of diversion? IDAHO Dept of PARKS
- b. Who owns the land to be irrigated or the place of use? VALLEY TROUT FARMS INC.
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____

MICROFILMED

Complete the following map by showing land and point of diversion as proposed by this amendment.

Show 40-acre subdivisions, townships, ranges and ditches.



Scale: 2 inches equal 1 mile.

That no one will be injured by such change, and that such change will be made at permit holder's own risk.

Signed at TWIN FALLS, IDAHO, this 4th day of FEBRUARY, 19 81.

[Signature]
(Signature)

FOR DEPARTMENT USE ONLY

Preliminary check by [Signature] Fee = \$20.00

Received by [Signature] Receipt # 16798
Date Feb 4, 1981

Publication prepared by _____ Date _____

Published in _____

Publication dates _____

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

I, L. GLEN SAXTON, Chief, Operations Bureau of the Department of Water Resources hereby

APPROVE the above referenced Amendment for Permit No. 36-7033, provided that
conditions of approval of said permit are met.

Witness my hand this 12th day of _____ February 19 81.

[Signature]
Chief, Operations Bureau

ASSIGNED TO:
U.S. of America
Army Corp of Engineers
Box 602-City County Airport
Walla Walla, Washington 99362
May 18, 1981

Identification No. _____
Application No. 36-7653

Department of Resources
Statewide Planning Office

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 Valley Trout Farms, Inc. Phone: 543-5112
post office address Route 3 - Box 50, Buhl, Idaho 83316

2. Source of water supply Crystal Springs which is a tributary of the Snake River
(Lot 12)

3. a. Location of point of diversion is SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 12 Township 9 S
Range 15 E B.M. Gooding 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 69.0 for Fish Prop purpose from Jan. 1 to Dec. 31 (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. 69.0 cubic feet per second and/or
b. _____ acre feet per annum.

6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. concrete headbox with pipeline to
fish ponds

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 _____ inches; proposed depth of well is _____ feet.

7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
is 5 years.
b. Estimated construction cost is \$ 15,000.

8. Description of proposed uses:
a. If water is **not** for irrigation:
(1) Give the place of use of water: SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 12 Township 9 S
Range 15 E 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: _____

MICROFILMED

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

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	

Total number of acres to be irrigated _____

c. Describe any other water rights used for the same purposes as described above. _____

Licenses 36-7033 & 36-7164

9. a. Who owns the property at the point of diversion Idaho Dept. of Parks

b. Who owns the land to be irrigated or place of use Crystal Springs Ranch, Inc.

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing property at place of use is leased from Crystal Springs Ranch, Inc. w/option to purchase

10. Remarks _____

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

RGE 15 E

TWP 9 S

*-----Point of diversion

1 2

x-----Place of use

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.

Samuel Ellis
(Applicant)
President, Valley Trout Farms, Inc.

Proposed Priority 11/ 3/76

Received by LM Date 11-3-76 Time 4:45 pm

Preliminary check by LM Fee \$ 460.00

Receipted by LM Date 11-3-76 # 5936

Publication prepared by LM Date 11-8-76

Published in Gooding County Leader

Publication dates 11-18 & 11-25-76

Publication approved LM Date 11-19-76

Priority reduced to _____ Reason _____

Protests filed by: Idaho Parks & Recreation Dept.,

by Dale R. Christiansen, Director;

Idaho Dept. of Parks & Recreation, by Rick Cummins,

Manager of Malad Gorge State Park

Copies of protests forwarded by LM 12-10-76

Hearing held by _____ Date _____

Recommended for approval denial by mls/jc

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. 36-7653, 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.

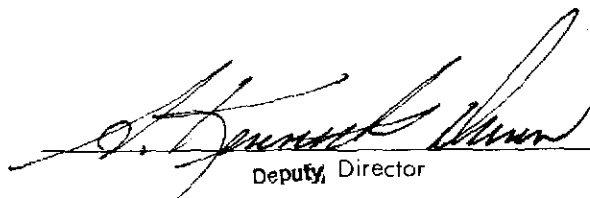
b. Proof of construction of works and application of water to beneficial use shall be submitted on or before June 1, 19 82.

c. Other: A measuring device of a type approved by the Director shall be permanently installed and maintained as part of the diverting works.

That should the use of the water on this permit reduce the quality of water available to prior water rights and make it unusable to satisfy the prior appropriations, then the diversion under this permit must cease.

Return water shall be treated to insure that the effluent meets intrastate stream water quality standards.

Witness my hand this 29 day of June 19 77.


Deputy Director

AFFIDAVIT of PUBLICATION

State of Idaho, }
County of Gooding } SS.

Kim R. Compton

being first duly sworn, deposes and says that he is the printer (publisher) of the Gooding County Leader, a newspaper published every week in Gooding, County of Gooding, State of Idaho, that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once

each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication

of said advertisement was on the 18 day of November

19 76, and the date of the last publication was on the 22

day of November, 19 76

Kim R. Compton

Subscribed and sworn to before me this 22

day of November, 19 76

(SEAL)

G. Lester Hurd
NOTARY PUBLIC

GOODING COUNTY LEADER

Gooding, Idaho

COST OF PUBLICATION

Number of Lines of Notice	<u>40</u>	<u>40</u>
Number of Insertions	<u>2</u>	<u>2</u>
and tabular at		315c
<u>40</u> lines straight at	<u>40</u>	21c
<u>40</u> subsequent lines at	<u>40</u>	15c
TOTAL COST	<u>14.40</u>	

COPY OF NOTICE

(Paste Here)

WP # 36-7653

TITLE OF NOTICE

Valley River Run

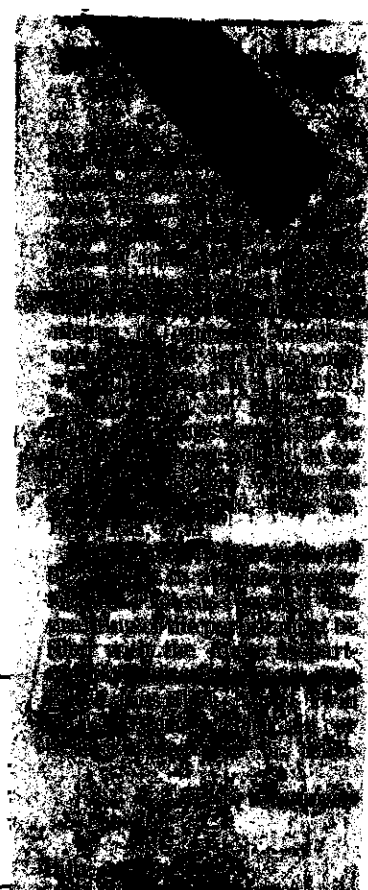
PLAINTIFF ATTORNEY

DEFENDANT

PLAINTIFF

Dpt of Water

BILL TO



17219

No 1027

O.K. KM 12-1-76



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 -(208) 327-7900

November 12, 1992

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

US DEPT OF DEFENSE
DEPT OF ARMY
CORPS OF ENGINEERS
BLDG 602 CITY-COUNTY AIRPORT
WALLA WALLA WA 99362

RE: WATER RIGHT NO. 36-07653

Dear Water Right Holder(s):

Enclosed herewith is a copy of the Water Right License issued on the above referenced permit along with a copy of your approved application for amendment.

Sincerely,

A handwritten signature in cursive script that reads 'Pamela Skaggs'.

PAMELA SKAGGS
Water Resource Agent

PS:cz

Enclosure

RECEIVED

NOV 17 1992



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

October 19, 1992

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

DEPT OF ARMY
CORPS OF ENGINEERS
BLG 602 CITY-COUNTY AIRPORT
WALLA WALLA WA 99362

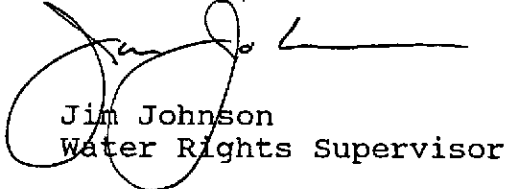
RE: Permit No. 36-07653

Dear Right Holder;

Enclosed is a revised draft of proposed license for the above referenced permit. Please note that the flow rate during some months have been reduced to reflect historical use. See details under CONDITIONS/REMARKS. The annual volume listed on the license reflects volume needed under this right in addition to rights 36-07164 and 36-07033.

I ask that you review the proposed license and if you do not concur with the information, please let me know by October 30, 1992.

Sincerely,



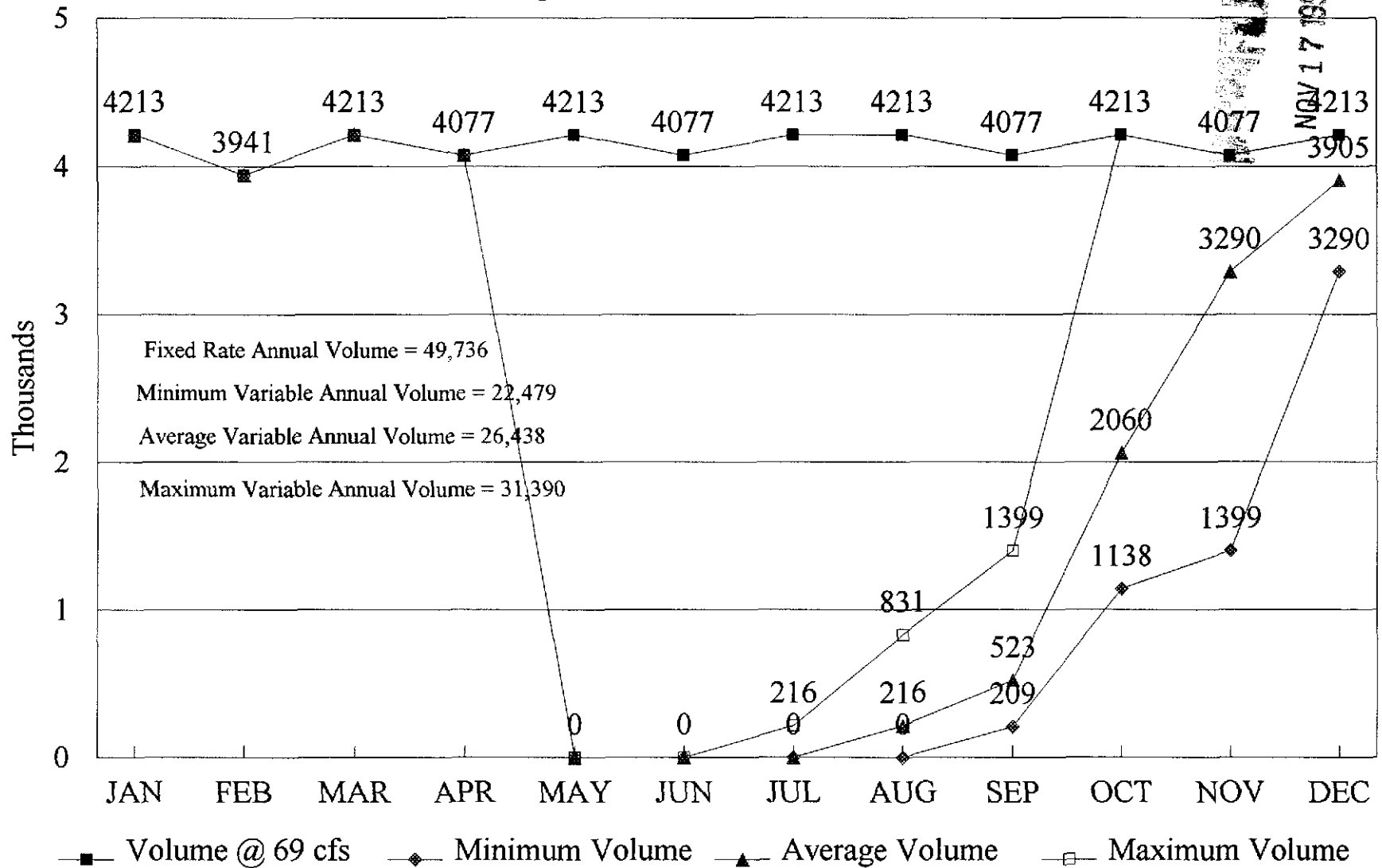
Jim Johnson
Water Rights Supervisor

MICROFILMED

NOV 17 1992

Monthly Volume

Proposed under License No. 36-07653





DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS
WALLA WALLA, WASHINGTON 99362-9265

RECEIVED

SEP 21 1992

REPLY TO
ATTENTION OF:

September 15, 1992

Department of Water Resources

Real Estate Division

Mr. Norman Young
Idaho Department of Water Resources
1301 N.Orchard Street
Statehouse Mail
Boise, Idaho 83720-9000

36-7568

Dear Mr. Young:

Following your letter of July 7, 1992, we are enclosing the data that has been provided by the Idaho Department of Fish and Game on the monthly use of water and hatchery production rates at the Magic Valley Hatchery.

We recognize that this has not been a routine water rights license and that the many issues surrounding this appropriation have added to the processing burden for all concerned. However, we believe that all agencies concerned are looking forward to concluding the licensing action. We hope that a final water rights license will be issued in the near future. Please call Mr. Steven Gale at (509) 522-6795 for additional coordination.

Sincerely,

Richard Carlton
Chief, Real Estate Division

Enclosures

Copies Furnished (wo/encls):

Grant Christiansen
Idaho Department of Fish and Game
P.O. Box 25
Boise, Idaho 83707-0025

NOV 19 1992



IDAHO FISH & GAME

600 South Walnut
P.O. Box 25
Boise, ID 83707-0025

September 11, 1992

Mr. Richard Carlton
Chief, Real Estate Division
Corps of Engineers
Bldg. 602, City-County Airport
Walla Walla, WA 99362-9265

Dear Mr. Carlton:

In response to your letter dated August 3, 1992, I am enclosing a copy of data collected on flows, pounds of fish produced and comments by Bud Ainsworth at the Magic Valley Hatchery from 1987 to the present. If you need additional data, or have questions, you can direct your request to Mr. Grant Christensen, Engineering Bureau Chief, at (208) 334-3730.

Sincerely,

Cindy Robertson

Cindy Robertson
Fisheries Staff Biologist

CR:kdd

cc: Grant Christensen, Eng.
Tom Rogers, Fisheries
Bud Ainsworth, Magic Valley Hatchery

Cecil D. Andrus / Governor
Jerry M. Conley / Director

Equal Opportunity Employer



Working for wildlife since 1938

NOV 19 1992

FLOWS, POUNDS OF FISH AND REMARKS
FROM 1987-PRESENT (1992)

DATE	FLOWS CFS	POUNDS OF FISH	REMARKS
1987			
June	5	1,121	
July	37	6,065	
August	54	15,389	
September	63	32,326	
October	73	60,756	
November	79	116,350	
December	114	170,830	114 cfs Max. flow available 125 cfs needed flow
1988			
January	112	251,642	112 cfs Max. flow available 125 cfs needed flow
February	108	335,626	108 cfs Max. flow available 125 cfs needed flow
March	108	394,925	108 cfs Max. flow available 125 cfs needed flow
April	108	454,224	108 cfs Max. flow available 125 cfs needed flow
May	1	Eggs in incubators	
June	39	2,855	
July	41	8,692	
August	57	24,575	
September	78	46,687	
October	125	88,442	Max. flow available 125cfs
November	125	134,883	Max. flow available 125cfs
December	125	205,754	Max. flow available 125cfs

Microfilm
NOV 19 1992

DATE	FLWS CFS	POUNDS OF FISH	REMARKS
<u>1989</u>			
January	118	292,155	118cfs max. flow available 125 cfs needed flow
February	114	395,187	114cfs Max. flow available 125 cfs needed flow
March	108	452,143	108cfs Max. flow available 125 cfs needed flow
April	107	509,100	107cfs Max. flow available 125 cfs needed flow
May	1	2,075,266	eggs in incubators
June	5	3,470	
July	10	10,927	
August	50	22,970	
September	55	47,348	
October	83	87,742	
November	105	119,731	
December	118	187,282	118cfs Max. flow available 125 cfs needed flow.
<u>1990</u>			
January	117	267,237	117cfs Max. flow available 125 cfs needed flow.
February	112	323,385	112cfs Max. flow available 125 cfs needed flow
March	107	457,565	107cfs Max. flow available 125 cfs needed flow
April	103	487,750	103cfs Max. flow available 125 cfs needed flow
May	5	516	Eggs and fry in incubators
June	5	5,282	
July	58	13,563	

NOV 19 1994

DATE	FLWS CFS	POUNDS OF FISH	REMARKS
August	68	33,142	
September	73	76,685	
October	97	113,916	
November	108	193,695	
December	109	240,150	
<u>1991</u>			
January	117	336,043	117cfs max flow available 125 cfs needed flow
February	113	442,648	113cfs max flow available 125 cfs needed flow
March	110	471,874	110cfs max flow available 125 cfs needed flow
April	108	501,100	108 cfs max flow available 125 cfs needed flow
May	6	1,511	Eggs and fry in incubators & tanks
June	12	7,515	
July	30	20,524	
August	50	51,431	
September	60	89,648	
October	101	140,821	
November	106	197,274	
December	108	285,608	108 cfs max flow available 125 cfs needed flow
<u>1992</u>			
January	108	361,329	108 cfs max flow available 125 cfs needed flow
February	103	390,410	103 cfs max flow available 125 cfs needed flow

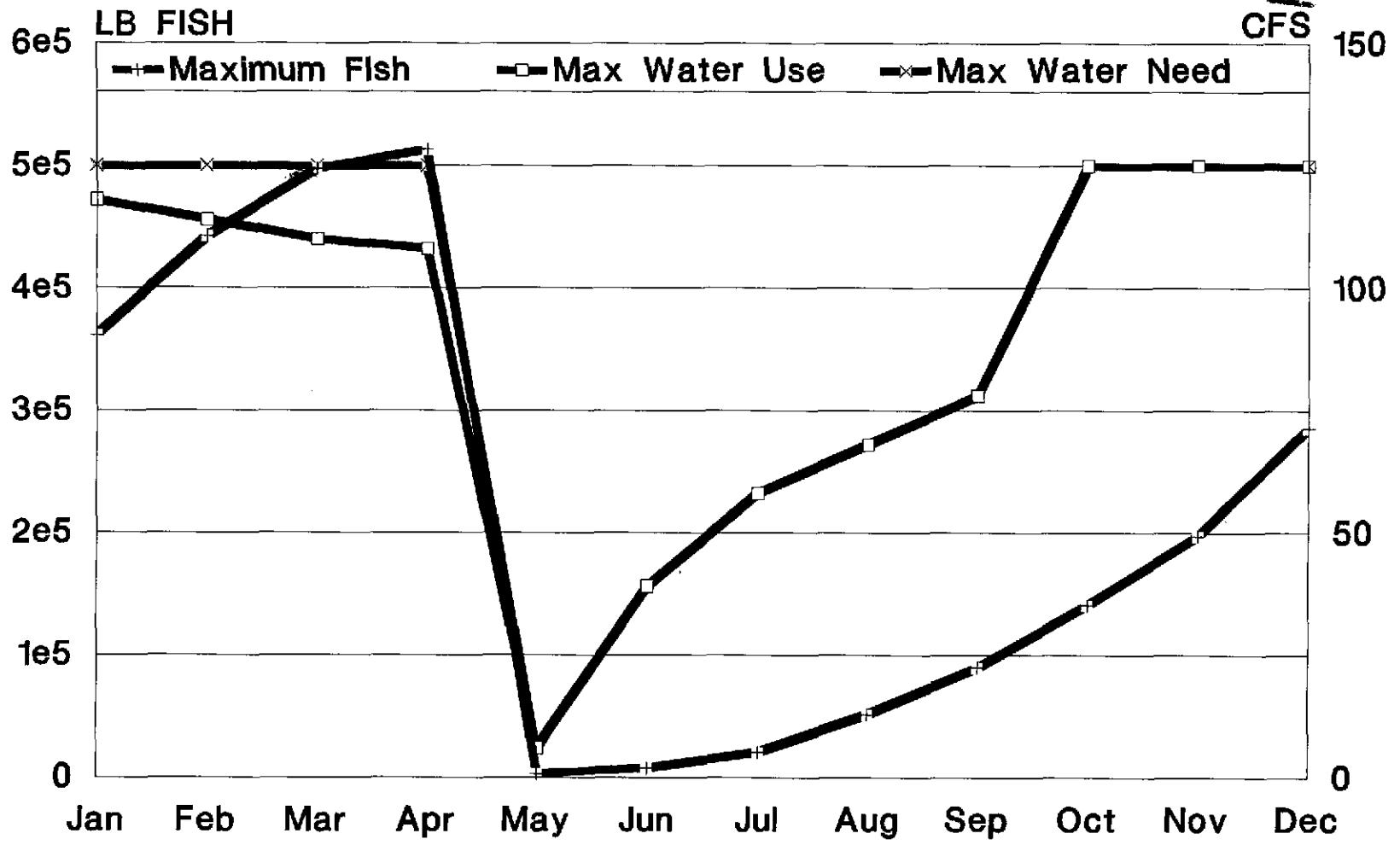
NOV 19 1994

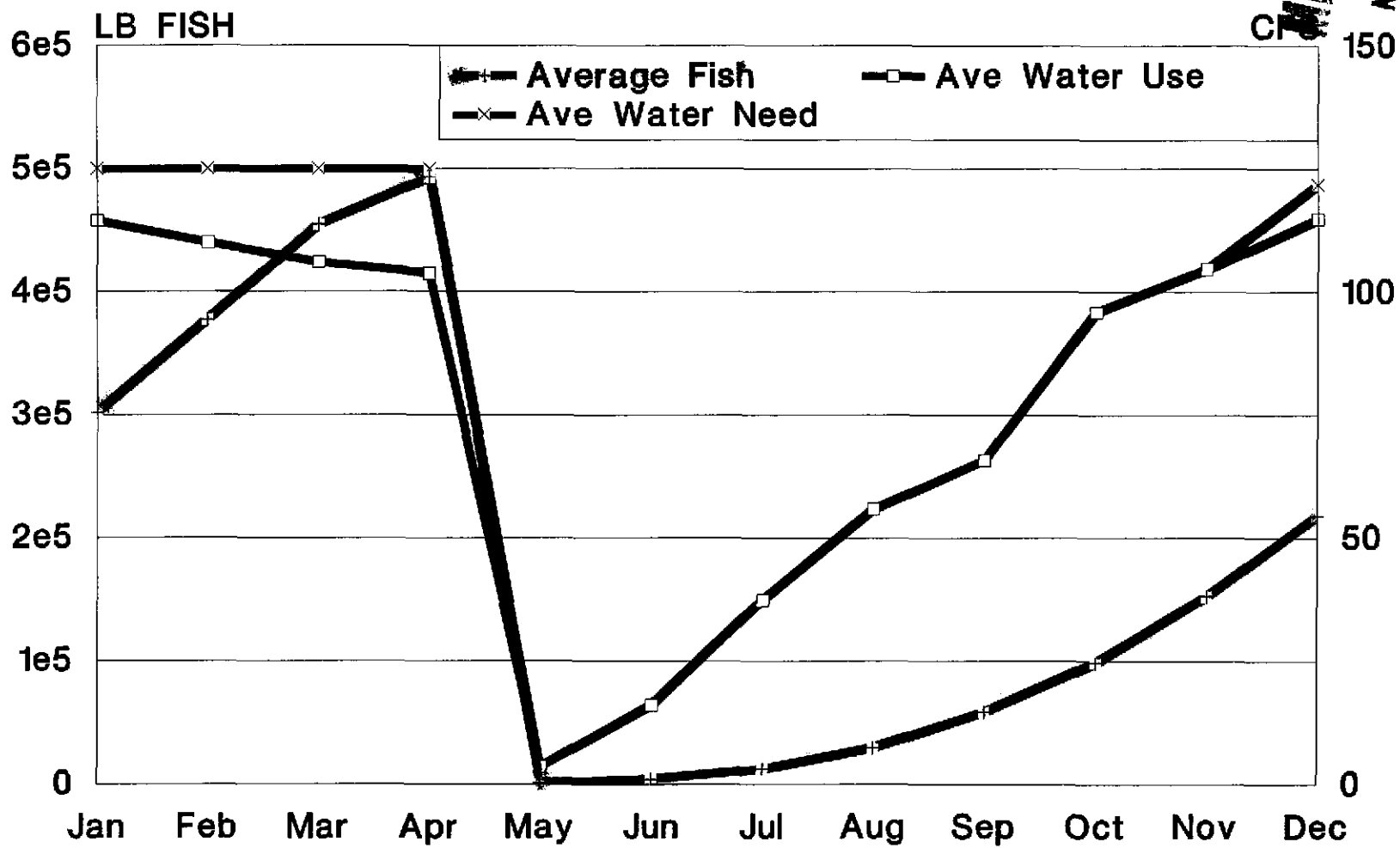
<u>DATE</u>	<u>FLWS CFS</u>	<u>POUNDS OF FISH</u>	<u>REMARKS</u>
March	97	497,620	97 cfs max flow available 125 cfs needed flow
April	93	513,000	93 cfs max flow available 125 cfs needed flow
May	5	3,161	Eggs and fry in incubators and tanks
June	30	4,704	
July	48	14,029	

NOV 19 1962

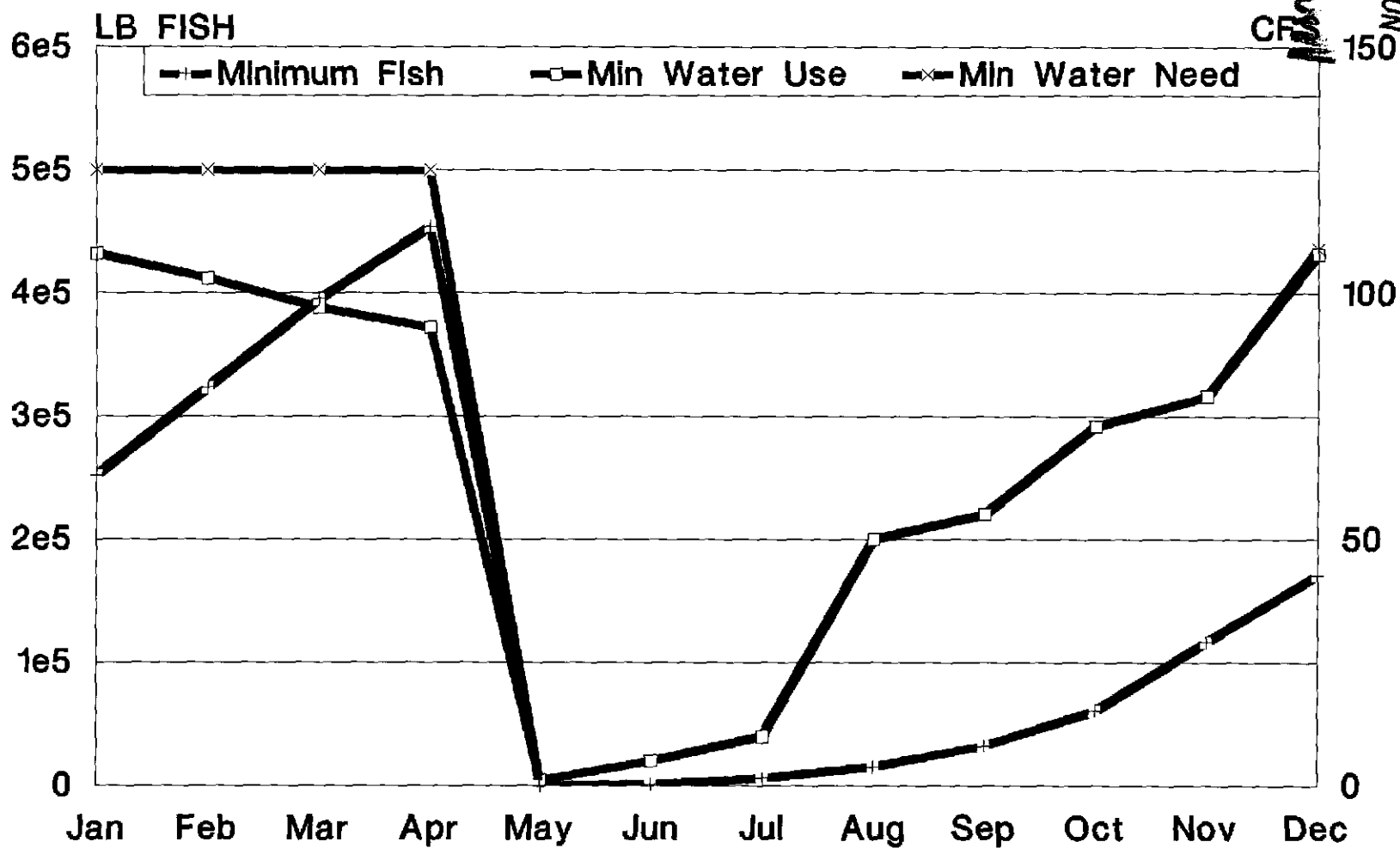
UNCLASSIFIED

NOV 17 1992





CH
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NOV 17 1992



CR
ASSIGNED
NOV 17 1992



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

July 7, 1992

Richard Carlton, Chief
Real Estate Division
U.S. Army Corps of Engineers
Walla Walla, Washington 99362-9265

Re: Permit 36-07653

Dear Mr. Carlton:

Enclosed is a receipt acknowledging that the requested application for amendment has been received for the above referenced permit.

Issuance of a license on the permit requires additional information on the extent of beneficial use of the water. Specifically, data are needed to document the rate of flow beneficially used for fish propagation during each month of the year. It is my understanding that because of the annual cycle of steelhead production there are periods during each year that the full diversion rate authorized under this permit has not been beneficially used. Please provide monthly records concerning flow to the raceways and raceway stocking loads to allow the period that water has been placed to beneficial use to be determined.

Please give me a call if clarification of this request for information is needed.

Sincerely,

A handwritten signature in cursive script, reading 'Norman C. Young'.

NORMAN C. YOUNG
Administrator
Water Management Division

MICROFILMED
NOV 17 1992

RECEIPT
For Monies Paid
to the
Idaho Department of Water Resource

Receipt No. C024591

Date: 6/17/1992
Time: 14:48:59

Received
From: CORP OF ENGINEERS

Type of Payment	Program A cct	Amount
AMENDMENT		
56105	229 21 1155	20.00
Total		

CHECK 94748

\$20.00

36-07653

Water Right Numbers

Region: STATE

Signature:

D. Bui

MICROFILMED
NOV 17 1992

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503.

1. CONTRACT/PURCH ORDER NO. DACW68-92-M-4517		2. DELIVERY ORDER NO.		3. DATE OF ORDER. 05/22/92		4. REQUISITION/PURCH REQUEST NO. W68SBV-2139-EA01		5. CERTIFIED FOR NATIONAL DEFENSE UNDER DMS REG 1	
6. ISSUED BY Department of the Army Walla Walla District COE Bldg. 614 Walla Walla, WA 99362-9265 Bryan Stroud		CODE W68SBV21		7. ADMINISTERED BY Bryan Stroud 509-522-6816		CODE W68SBV47		8. DELIVERY FOB [X] DEST [] OTHER (See Schedule)	
9. CONTRACTOR Vendor Id: 00007327		CODE		FACILITY CODE		10. DELIVER TO FOB POINT BY 06/15/92		11. MARK IF BUS. IS [] SMALL [] SMALL DIS-ADVANTAGED [] WOMEN-OWNED	
NAME AND ADDRESS Idaho Department of Water Resources 1301 N. Orchard Street Boise, ID 83720-9000						12. DISCOUNT TERMS 0 % 0 Net 30			
						13. MAIL INVOICES TO See Block 15			
14. SHIP TO Walla Walla District Corps of Engineers Bldg 620, City-County Airport Walla Walla, WA 99362-9265 DACW6892M4517		CODE W68SB620		15. PAYMENT WILL BE MADE BY USAED Portland ATTN: CENPP-RM-FE P.O. Box 2946 (503/326-6992) Portland, OR 97208-2946		CODE 96454		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER	
16. DELIVERY		This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.							
PURCHASE		X Reference your furnish the following on terms specified herein.							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									
NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE ☐ If this box is marked, supplier must sign Acceptance and return the following number of copies: <i>FUNDS AVAILABLE</i> <i>DATE SIGNED</i> <i>MAY 28 1992</i>									
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE EA BFLSF304F2HBFD0									
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT				
0001	PAY IN ADVANCE FSC S114 Application fee for water right - Magic Valley Spring Collector	1	JB	20.000000	20.00				
*If quantity accepted by the Government is same as quantity ordered, indicate by x. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA BY: Donald H. Stiller k02			25. TOTAL 20.00		29. DIFFERENCES		
26. QUANTITY IN COLUMN 20 HAS BEEN [] INSPECTED [] RECEIVED [] ACCEPTED AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		27. SHIP. NO.		28. D.O. VOUCHER NO.		30. INITIALS			
DATE SIGNATURE OF AUTHORIZED GOVERNMENT REP.		[] PARTIAL [] FINAL		31. PAYMENT		32. MICROFILMED NOV 17 1992		33. AMT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment		[] COMPLETE [] PARTIAL [] FINAL				34. CHECK NUMBER			
DATE SIGNATURE AND TITLE OF CERTIFYING OFFICER						35. BILL OF LADING NO.			
37. REC'D AT	38. RECEIVED BY	39. DATE REC'D	40. TOTAL CONT.	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.				

Idaho Department of Water

52.252-0002

CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of clause)

52.203-0001

OFFICIALS NOT TO BENEFIT (APR 1984)

(Reference 3.102-2)

52.203-0003

GRATUITIES (APR 1984)

(Reference 3.202)

52.203-0005

COVENANT AGAINST CONTINGENT FEES (APR 1984)

(Reference 3.404(c))

52.203-0006

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1985)

(Reference 3.503-2)

52.203-0007

ANTI-KICKBACK PROCEDURES (OCT 1988)

(Reference 3.502-3)

52.212-0008

DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)

(Reference 12.304(b))

52.212-0009

VARIATION IN QUANTITY (APR 1984)

(Reference 12.403(a))

52.222-0003

CONVICT LABOR (APR 1984)

(Reference 22.202)

52.222-0026

EQUAL OPPORTUNITY (APR 1984)

(Reference 22.810(e))

52.0222-4040. SERVICE CONTRACT ACT OF 1965, AS AMENDED--CONTRACTS OF

\$2,500 OR LESS

(Reference)

52.225-0003

BUY AMERICAN ACT--SUPPLIES (JAN 1989)

(Reference 23.109(d))

52.232-0001

PAYMENTS (APR 1984)

(Reference 32.111(a)(1))

52.232-0008

DISCOUNTS FOR PROMPT PAYMENT (APR 1989)

(Reference 32.111(c)(1))

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NOV 17 1992

Idaho Department of Water

52.232-0023

ASSIGNMENT OF CLAIMS (JAN 1986)

(Reference 32.806(a)(1))

52.232-0025

PROMPT PAYMENT (APR 1989)

(Reference 32.908(c))

52.233-0001

DISPUTES (DEC 1991)

(Reference 33.215)

52.243-0001

CHANGES--FIXED-PRICE (AUG 1987)

(Reference 43.205(a)(1))

52.243-7001

PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

(Reference 43.205-71)

52.249-0001

TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)

(APR 1984)

(Reference 49.502(a)(1))

52.249-0004

TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)

(APR 1984)

(Reference 49.502(c))

52.249-0008

DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(Reference 49.504(a)(1))

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NOV 17 1992



DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS
WALLA WALLA, WASHINGTON 99362-9265

RECEIVED
MAY 22 1992

Department of Water Resources

REPLY TO
ATTENTION OF:

May 19, 1992

Real Estate Division

Ms. Pamela Skaggs
Technical Records Specialist
Idaho Department of Water Resources
1301 N. Orchard Street
Statehouse Mail
Boise, Idaho 83720-9000

Dear Ms. Skaggs:

This letter is in response to your correspondence dated March 11, 1992, concerning Water Right No. 36-07653, a pending water right for the Magic Valley Hatchery. We are returning the signed Application for Amendment, which correctly describes the points of diversion.

As discussed in your recent telephone conversation with Mr. Steven Gale, the \$20.00 fee to accompany this application will be disbursed to you by a separate transmittal from our Finance and Accounting Office in Portland, Oregon. We have initiated the requisition for this payment and the check should be sent directly to your attention in the next 30 days.

Thank you for your prompt action in completing this water rights license. To coordinate with this office, please correspond to the above address or telephone Mr. Steven Gale at (509) 522-6795.

Sincerely,

for 
Richard Carlton
Chief, Real Estate Division

Enclosure

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NOV 17 1992

May 11, 1992

US DEPT OF DEFENSE
DEPT OF ARMY
CORPS OF ENGINEERS
BLDG 602 CITY-COUNTY AIRPORT
WALLA WALLA WA 99362

RE: WATER RIGHT NO. 36-07653

Dear Water Right Holder(s):

The above referenced water right is in the process of being licensed. However, before a license can be issued, your permit must be amended to correspond with the findings of the Department's field examiner.

The enclosed application for amendment contains information that will be included on the license when it is issued. Please review carefully and if you concur, sign the amendment and return with the \$20.00 filing fee within 15 days.

If you do not concur with these findings or if you have any questions, please contact us within the 15-day period.

Sincerely,

PAMELA SKAGGS
Technical Records Specialist

PS:cz

Enclosure

RECEIVED

NOV 17 1992

RECEIVED
JUN 10 1992

State of Idaho
Department of Fish and Game
Boise, Idaho

Department of Water Resources

May 28, 1992

MEMORANDUM

FROM: Jerry Conley, Director
Idaho Department of Fish and Game

TO: Keith Higginson, Director
Idaho Department of Water Resources

SUBJECT: Crystal Springs Diversion

CC: Fisheries, Engineering

The water not beneficially used for fish production at Magic Valley hatchery is beneficially used as a minimum stream flow. In the future, the hatchery may require the entire water right for fish culture activities. The diversion of the spring is historic and predates involvement by the Corps of Engineers. If there has been "substantial" alteration of the topography between the spring and the lake it, too, predates the construction of the hatchery by the Corps.

My Department has tried hard to comply with the collective wishes of Water Resources, Parks, and local communities and businesses to resolve concerns over Crystal Lake. It is clear that cleaning out accumulated sediment and stopping the input of new sediment is the solution. The recent revisions of the outlet to the lake have improved the aesthetics to the point that the lake looks better than it has for many years. The quantity of the uncollected water (approximately 60 cfs) flowing through the lake is more than sufficient to maintain water quality without the addition of water collected by the hatchery diversion for a short period each year. Trying to flush the lake clean with spring water is no better than trying to flush smolts through the Snake River dams.

We will continue to cooperate fully with your Department to determine how much and where water enters our diversion and where you think it used to go, although that conclusion can be nothing but conjecture.

RECEIVED

NOV 17 1992



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

MEMORANDUM

TO: Jerry Conley
FROM: R. Keith Higginson *RKH*
DATE: April 30, 1992

RE: Use of Water Diverted from Crystal Springs for the Magic
Valley Steelhead Hatchery

Two independent records created during hearings for minimum streamflow applications filed for Crystal Springs establish that the Idaho Department of Fish and Game is diverting approximately 126 cfs year-round from Crystal Springs to its Magic Valley facility, located on the south side of the river. The records also establish that, beginning about now through the summer, most of the water is not being beneficially used for the rearing of fish, but is diverted due to the configuration of the collection system and discharged to the Snake River from the other side of the river.

Construction of the spring collectors and siphon by the Corps of Engineers, and also by its predecessor, has substantially altered the topography between Crystal Springs and Crystal Lake. Questions have been raised about the quantity of water which once discharged to Crystal Lake. In order to determine the quantity of water which once discharged to Crystal Lake, the springs which once flowed into Crystal Lake must be identified.

The Department of Water Resources will be conducting an investigation of this matter. In conducting the investigation, the Department may need access to the siphon-inlet box, and any structures therein which may assist the Department in measuring the flows. I ask your cooperation in conducting this study. A determination of the flow which once discharged to Crystal Lake may ultimately determine the amount of water which must be discharged to Crystal Lake when the water is not beneficially used.

NOV 17 1992

LICENSE REVIEW CHECKLIST

Permit No. 36-7653

Date 5/1/92

Name Address change? ok

Priority date Advance? —
Memo to advance —
Order to reinstate needed? —

Total cfs Fee sufficient for rate recommended? ✓
Limited by capacity? —

Total volume Limited by flow? —
Rate/ac N/A afa (irrigation)
Calculations from examiner appropriate? —

Capacity Actual measurement checked ✓
Theoretical checked —

Source Clarification of originally intended source is
the only change allowed - if any other change in
source has occurred, a notice of intent to void
is needed ok

P/D Verify with map ✓ Amendment req'd? ✓
Remark needed for more than one per $\frac{1}{4}$ —
Is overlap analysis a consideration in final
recommendations? NO

Uses Period of use for each use compatible with
appropriate maps, data entry standards, etc. —
Change(s) in nature of use - amendment req'd —

P/U Verify with map ✓ Amendment req'd? —
Is overlap analysis a consideration in final
recommendations? NO

Remarks More than one p/d in $\frac{1}{4}$ —
Non-irrig uses —
Special overlap condition —
Other —

Conditions -

Measuring device R01
W.Master control —
Overlap —
Water quality R09
Other R41

Dates/Misc. -

Water Dist —
App Rec'd ✓
Proof Rec'd ✓
Exam Made ✓

Comments/Memos needed:

License — Paragraphs —
10-day — Paragraphs —
30-day ✓ Paragraphs —

Special correspondence req'd? —

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No. 36-7653

1. Owner: U.S. Army Corps of Engineers

Phone No. _____

Current Address: Bldg. 602

2. Accompanied by: Bud Ainsworth

EXAM. DATE: 3-28-90

Address: Idaho Fish & Game Dept.

Phone No. 328-8230

Relationship to Permit Holder: Manager of facility

3. Source: Crystal Springs tributary to _____

B. OVERLAP REVIEW

1. Other water rights with same place of use: 36-7033, 7164

☒ Copies Attached

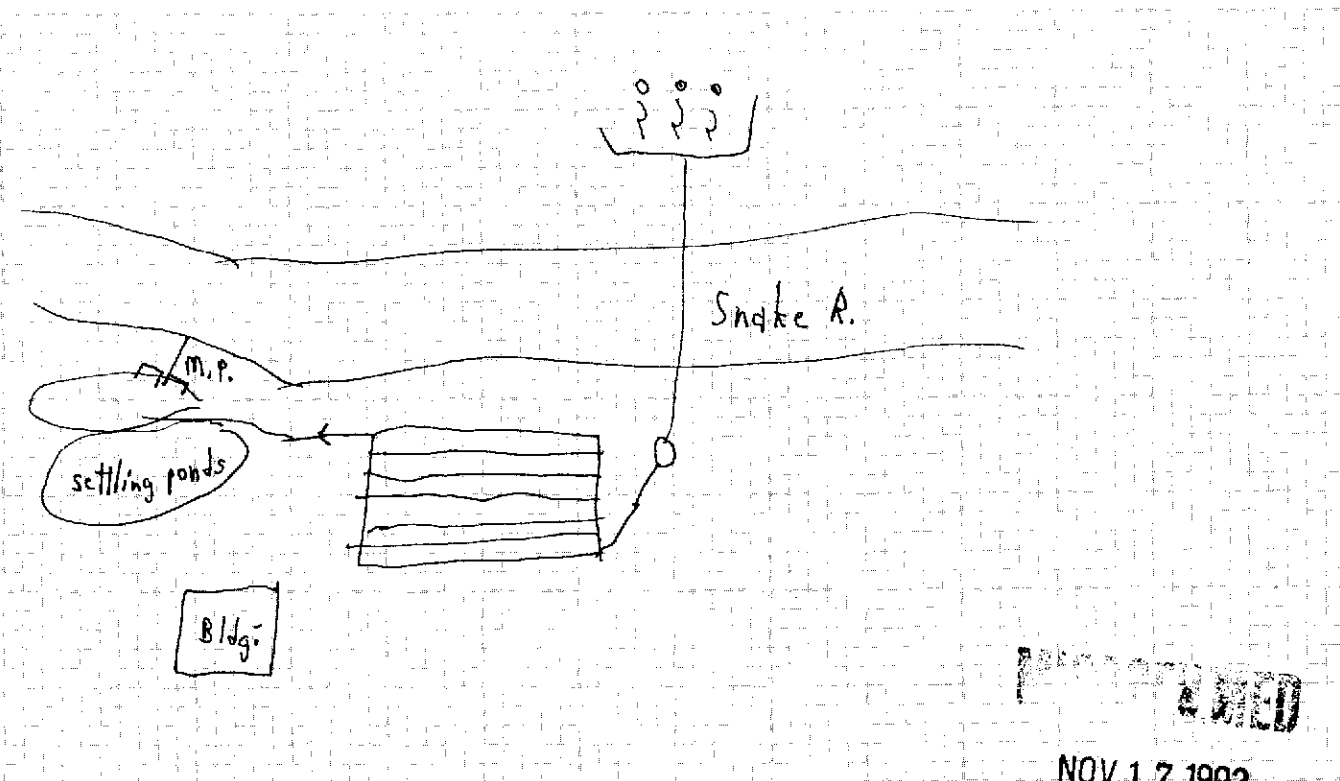
2. Other water rights with same point of diversion: Same

☒ Copies Attached

☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☐ Alternative diagram attached



NOV 17 1992

Scale: 1" = _____

2. ☒ Copy of U.S.G.S. Quadrangle Attached
Showing location(s) of point(s) of diversion and
place(s) of use (required).

☒ Photo of Diversion and System Attached

(required for all but single household domestic groundwater, and stockwater.

☐ Aerial Photo Attached
(required for irrigation of 10 acres or more).

System Description (continued)

3. Narrative: Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)

Concrete catchment wall, 42" pipe line under Snake R. to Corps of Engineers facility to raise steelhead smolts. 32 concrete raceways 206' x 10' x 2.9' average = 5774 cubic feet of fish-rearing space per raceway, = 191,168 cu. ft.
Also 20 fry tanks 39' x 4' x 2.75' = 429 cu. ft. per raceways inside building, = 8580 cu. ft.
raceways Total volume = 199748 cu. ft.

2 large settling ponds between facility outlet & Snake R. Measuring device on inlet pipe was not working, so used outlet weirs.
Control valve on inlet works.

☐ See Remarks on page 4 for continuation

- 4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size

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

5. Point(s) of Diversion:

Ident. No.	Gov't. Lot	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
	11	NE	SW	NW	12	9S	15E	Gooding	
	12	NW	SE	NW	"	"	"	"	

6. Place(s) of Use:

Indicate Method of Determination

Twp.	Rge.	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	
9S	15E	11				H									H				
		12						H			H								

Do not use this space

NOV 17 1962

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Broad-Crested Weirs	Concrete				33'1"	

2. Measurements:

west 33'1" weir - .58' head on west end, 0.62' head on east end.

east weir - 0.60' head on both ends

E. FLOW CALCULATIONS

☒ Additional Computation Sheets Attached

1. Measured Method:

Measured 102 cfs.

2. Alternate Method for Checking Purposes:

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure: _____ psi x 2.31 = _____ ft (1); Dynamic pumping level: _____ ft (2)

Total Head: (1) + (2) = _____ (3); Flow rate: _____ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N/ _____ T = _____ (6)

Meter Input HP: (6) x 1.34 = _____ (7)

Panel Input KW: _____ Ave PF x _____ Ave Volts x _____ Ave Amps x .001732 = _____ (6)

Panel Input HP: (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) =$ _____

$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 =$ _____

$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} =$ _____

2. Volume Calculations for Other Uses:

MAINTAINED
NOV 17 1992

H. REMARKS AND OVERLAP REVIEW ANALYSIS

Old commercial facility & diversion works were destroyed when new facility was built. Flow measured was maximum diversion rate, although actual spring flow is highest in October.

Hatchery is built by Corps of Engineers, Corps owns facility now, but will deed it to US Fish & Wildlife Service, Idaho Dept. of Fish & Game operates facility.

Known as Magic Valley Hatchery, Rt. 1, Filer, ID 83328

In-line flow meter measured 138 cfs in October 1988 (92% of 150 cfs). Meter was not working during exam. Measurement wheel keeps wearing out according to facility manager. Previous licenses cover 56.49 cfs; measurement was more than the license & this permit. Data on measuring device was not available.

Outflow returns to Snake R. in Lot 7 Sec. 11 T. 9S R. 15E.

Not to exceed a facility volume of 199,748 cubic feet for all rights combined on this system.

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Facility Annual Volume V (afa)
	From	To		
Fish Propagation	1-1	12-31	69.0	199748 cu. ft.
Totals:			69	199748 cu. ft.

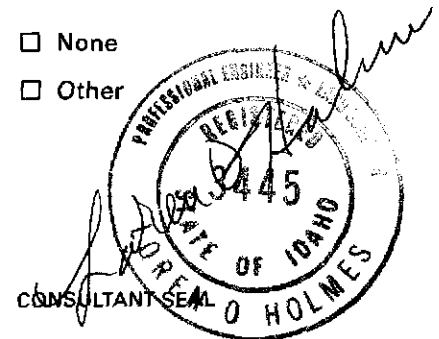
2. Recommended Amendments

- ☐ Change P.D. as reflected above ☒ Add P.D. as reflected above
☐ Change P.U. as reflected above ☐ Add P.U. as reflected above

- ☐ None
☐ Other

J. AUTHENTICATION

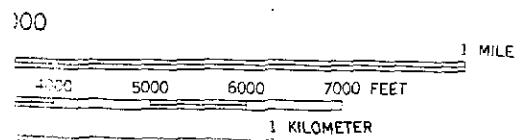
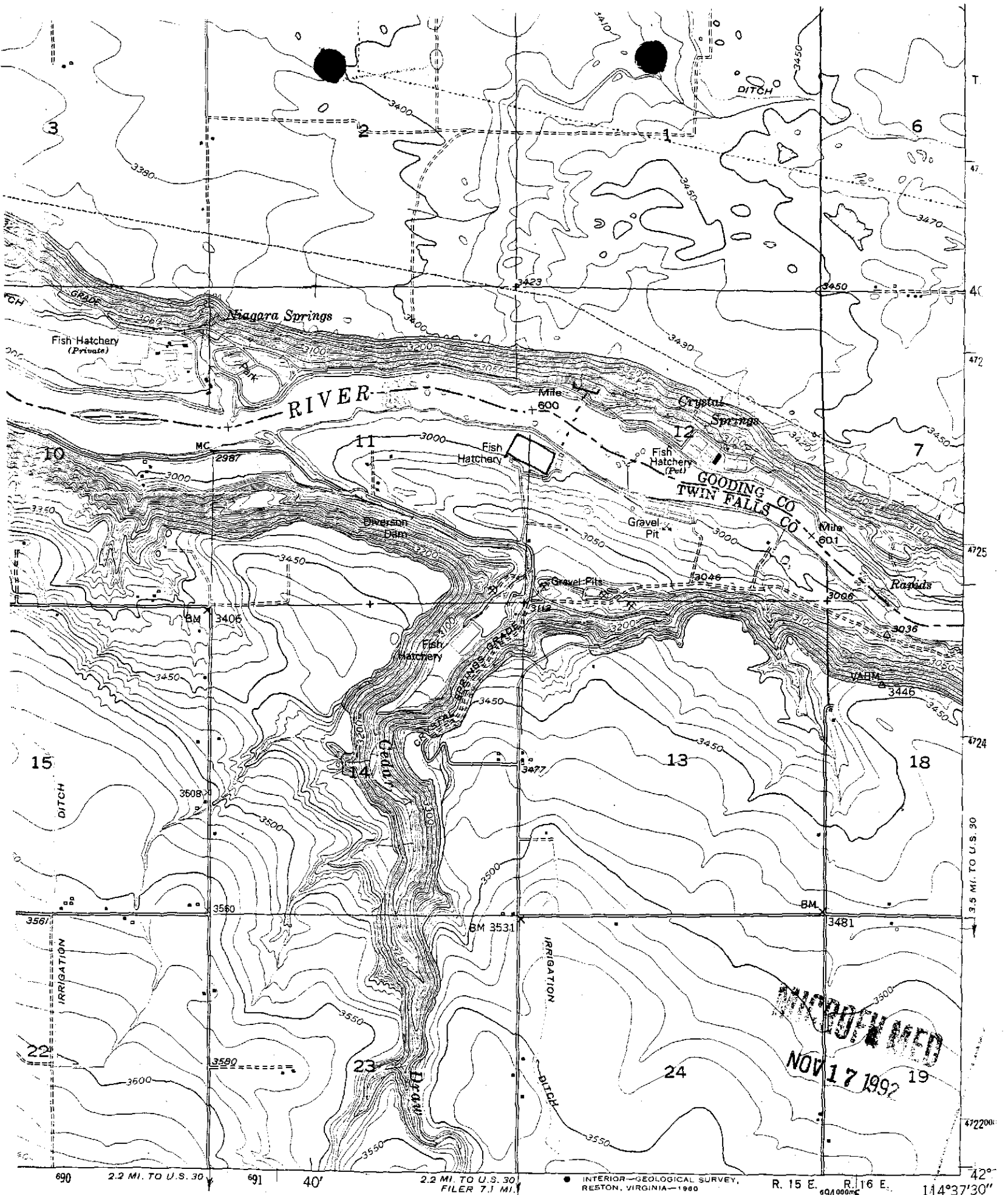
Field Examiner's Name J.E. Stanton
Signature J.E. Stanton
Certification Date 4/10/91
Field Report Preparation Date 5-2-90



K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.

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INTERIOR—GEOLOGICAL SURVEY,
 RESTON, VIRGINIA—1980
 ROAD CLASSIFICATION
 Primary highway, hard surface
 Secondary highway
 Light-duty road, hard or improved surface
 14°37'30"

$$Q = 3.33(L - 0.2H)H^{3/2}$$

$$L = 33'$$

$$H = \text{head}$$

$$3.33 \times (33.08 - .12)$$

$$3.33 \times 32.96 \times (\sqrt{.63})$$

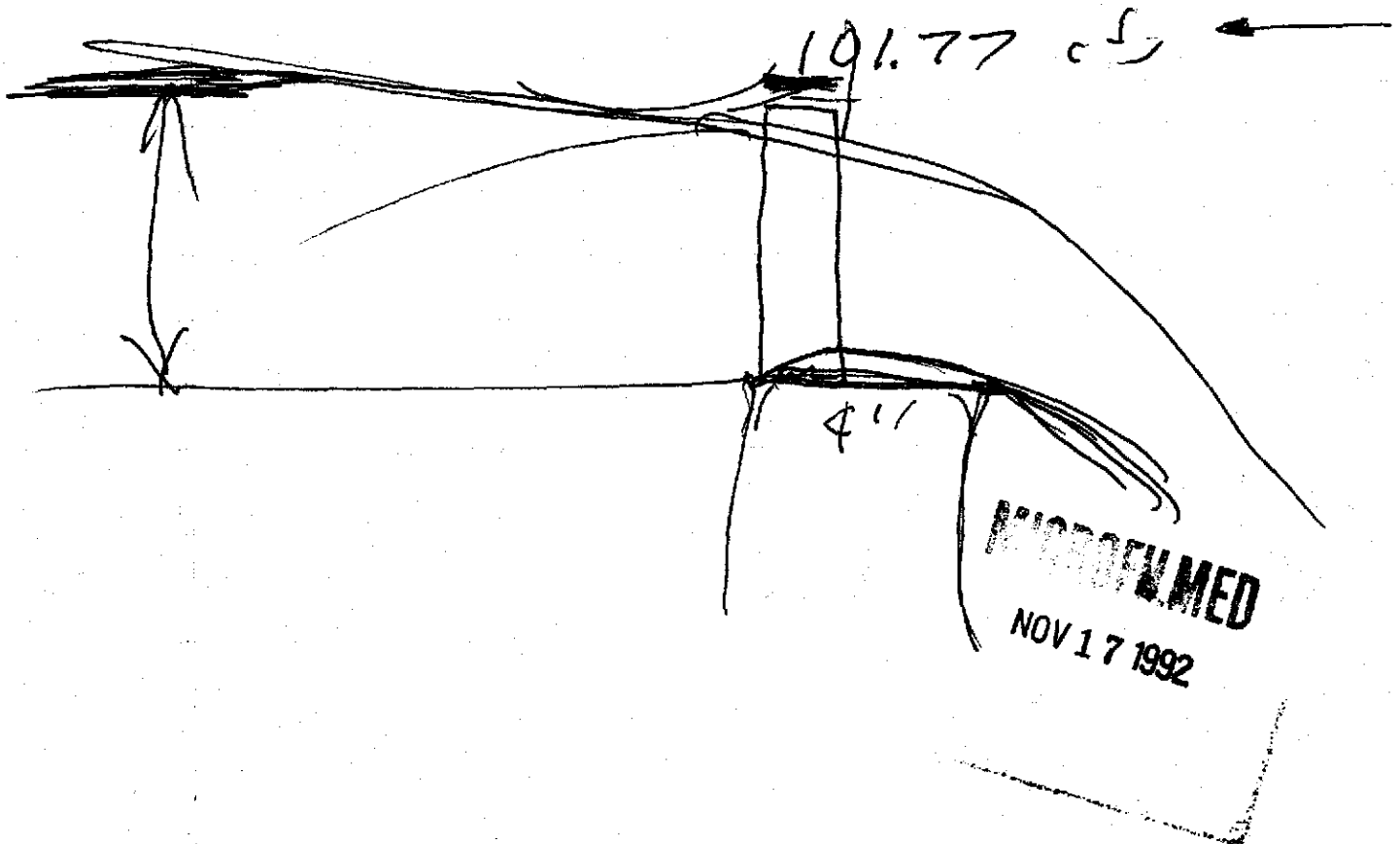
$$109.7568 \times .4648 = 51.01 \times 2 = 102.02 \text{ cfs}$$

16

24

50.85 cfs

101.77 cfs



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NOV 17 1992

Dec. 01. 88
06:00
0
BSWFlow
20mm/h
GREEN.

5.00

Dec. 01. 88
02:00
0
RS6Flow
20mm/h
RED

5.00

Nov. 30. 88
22:00
0
BSWFlow
20mm/h
GREEN.

5.00

9 of 150 cfs

Nov. 30. 88
18:00
0
RS6Flow
20mm/h
RED

5.00

NOV 17 1992

Nov. 20. 88

17:00

0

RSGFlow

20mm/h

RED

15
CF

Nov. 20. 88

13:00

0

BSWFlow

20mm/h

GREEN

50
GP

Nov. 20. 88

09:00

0

RSGFlow

20mm/h

RED

15
CF

8 of 150 ffs

Nov. 20. 88

05:00

0

BSWFlow

20mm/h

GREEN

50
GP

Microfilm
NOV 17 1992

1654W

NOV 20 1988

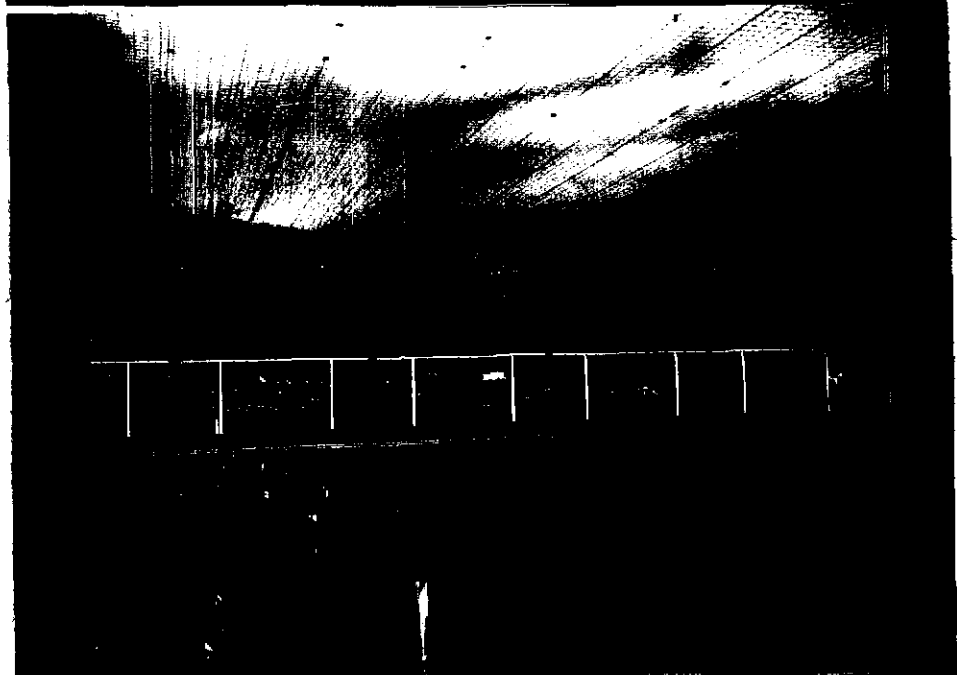
LIBRARY NO. 85661W

36-7653

Hatchery
Looking East



Same looking North.
Note Spring Box
(white structure in
center of photo).



Same Looking West



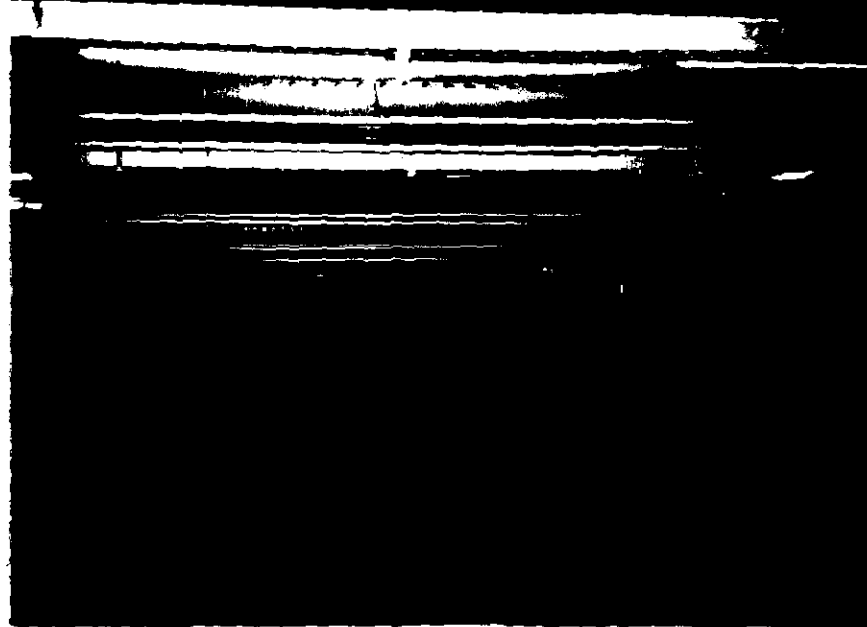
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36-7653

Hatchery Building



Same

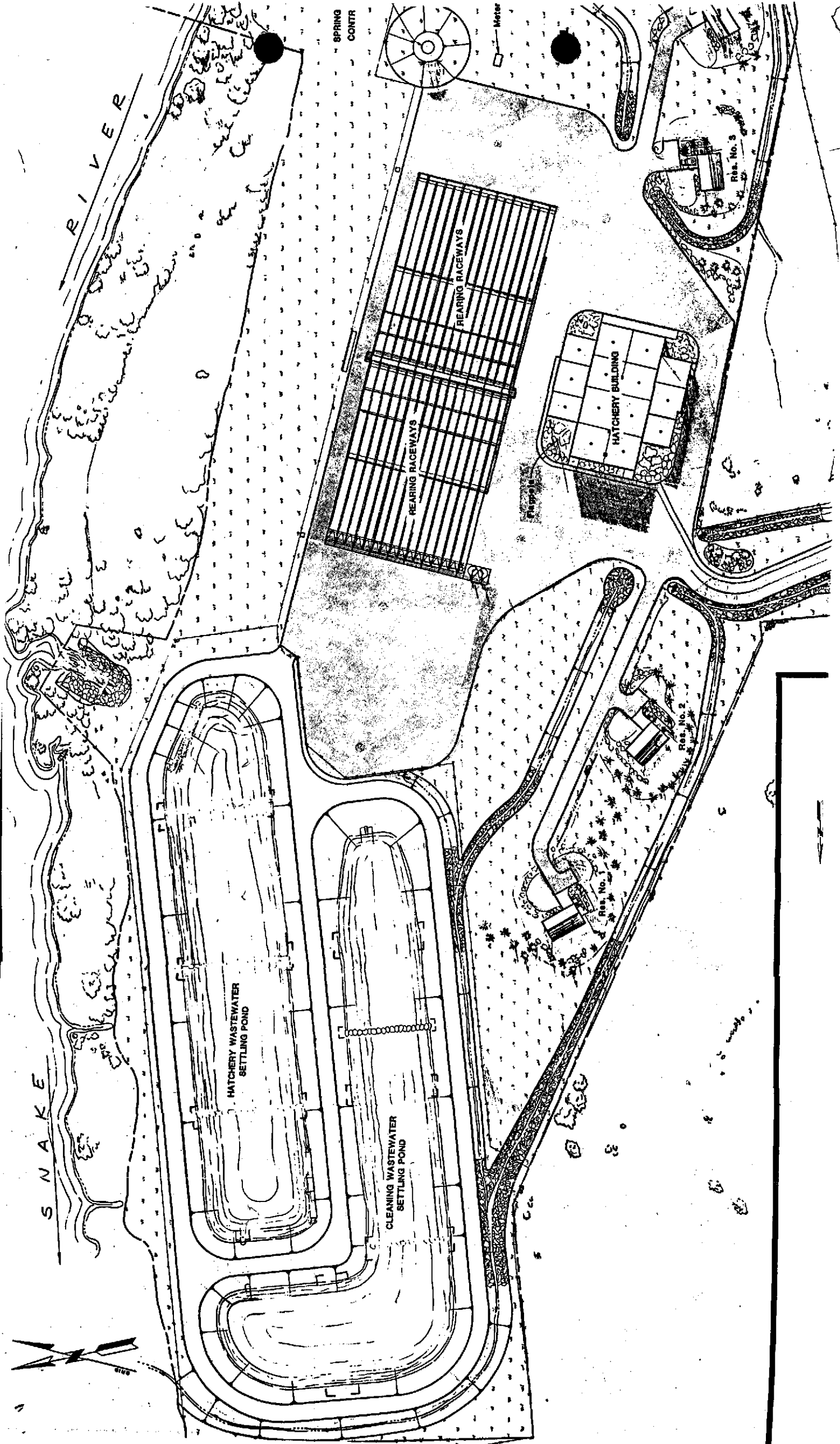


Measuring Device/
Outlet of Settling
Ponds

RECEIVED

NOV 17 1992







State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region, 2148 4th Ave. East, Twin Falls, Idaho 83301 (208) 734-3578

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

01-Jun-1988

US ARMY CORPS OF ENGINEERS
C/O Richard Carlton
Bldg. 602, City County Airport
Walla Walla, WA. 99362

RE: 36-7653

Dear Mr. Carlton:

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.

Field examinations must be done while the system is in operation. For this reason we concentrate on irrigation permits during the summer months and do examinations on permits for other uses during the non-irrigating months.

If you have any questions regarding the field examination, please contact our office.

Very truly yours,

Twylla Jasper
Clerk

RECEIVED

NOV 17 1992

36-7063

36-853J

Day PA

May 12, 1989

RECEIVED
MAY 19 1989

Ms. Melody Rydalch
Administrative Assistant
Hon. Richard Stallings
Congressman 2nd District Idaho
1221 Longworth Building
Washington, D.C. 20515

Department of Water Resources

RE: Clean-Up of Crystal Lake 10 miles south of Wendell in the
Snake River Canyon.

Dear Ms. Rydalch:

Crystal Lake as it's name denotes, is a crystal clear lake whose blue, private waters and 20 feet of dept has now become only a cesspool and is filled completely up with fish wastes from the hatchery which is a commercial installation, has been there for over 20 years, and the discharge from it goes into the lake. The state E.P.A. is proposing to ask E.P.A. for a grant to dredge it out and clean it up because it is in a state park.

They are asking Gooding County tax payers to come up with some funding to pay for a study as to what needs to be done. The tax payers and County Commissioners are saying "why should they have to fund any study when it is perfectly clear that it needs to be dredged out and who is responsible for the condition it has ended up in?" The fish people say all of this has taken place before there were any requirements for obtaining E.P.A. point source permits, this has been about ten years ago. Any natives living in the area (myself included) can vouch for the fact that it continues to be an ongoing problem and the permits on all of these valley wide are a laugh. E.P.A. will be the first to say that without personnel to implement the requirements and police them, the once a year inspection won't work.

Any idiot knows the bunkers (or pits) the solids are vacuumed into are unusable from November to April. And these wastes of sewage are not able to be trucked out because either the fields are too wet and soft in early fall or late spring. Then from early December until about the first part of April the sewage is frozen in the pits which are full making it appear that a first class job is being done on the collection which, because of our extreme winters, is just a frozen block which certainly can't be pumped. As a result,

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NOV 17 1992

the wastes are dumped into the river or the lake where out of sight is out of mind. This is E.P.A.'s permit plan which is just not working and Crystal Lake demonstrates that as it is level full of crud and the high level of nutrients has contributed to the rank growth of cattails and rushes.

The water supply is another problem and that has come about thru the Corp of Engineers.

Since their purchase of a small hatchery on th south side of the river, they have been taking fresh water from Crystal Springs. They entered park property and took out the springs to obtain water they had permits on - building a collector system that took the flows that were left in the spring, which wasn't already licensed by the commercial hatchery I have referred to. That fresh flow is now out of the lake where it was before and during construction of the collector, huge amounts of sediment were washed down into the lake. The Corps on completion of the construction (on State Parks property) condemned the property and paid the park's department for the property but no figure was payed for the water which formerly fed the lake. Nor was any environmental impact study done.

That water is still available at certain times of the year when the full flow is being just spilled on the south side of the river - the Idaho Department of Water Resources has told the Corps when you aren't using the flows for stealhead you have to put the water back in the Lake as it is not a beneficial use to dump it over on the south side. The Corps does have a spill pipe on the north side where the water is gathered but it spills to the west of the lake in another small basin that, in no way, can handle those large flows, it would wash that basin out.

To take it to the east from the collector would be what Idaho Department of Water Resources has asked the Corps to do. The figure of fifty thousand is what the Fish and Game Department says it will take to drop it in the lower end of the lake. Of course it would raise the quality of the Lake water if it was put in at the upper end but it would be expensive. I have heard the figure of two hundred thousand, yet a private pipe company says one hundred to the upper end. I would sure like to see bids on it. Instead of the Corp's figure.

Of course the dredging would have to be done first and that is the purpose of Gooding County Commissioner Muffley stepping into the Congressman's office in April.

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This letter has been quite lengthy, but to explain it properly where it could be understood, it was necessary. We in Gooding County have seen all of our beautiful springs raped and raped for fish culture. This isn't something I have started to work on recently. It was ten years ago when Water Resources finally included public interest as an additional criteria for obtaining water permits, but yet a case wasn't even tried until two years ago when we brought it to a hearing on Niagara Springs. We had the people and received a favorable decision. Crystal Lake is part of that same park and we would sure like to keep the two close as possible a beautiful place for people to go.

I know a little about water, I have been on the Northside Canal Board or 28 years. I have been a director on the Idaho Water User's for 15 years and past president for the years 1987 and 1988.

If I can answer any questions, feel free to call (208) 536-2219 or write Box 298, Wendell, Idaho 83355.

I have exhausted every avenue here in the state and it seems now it's the E.P.A. and the Corps of Engineers who should be approached.

Thank you.

Bob Burks

Bob Burks
Box 298
Wendell, Idaho 83355

NOV 17 1992

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DEC 22 1987

No ✓ Rec'd. (D.F.B.)
Department of Water Resources

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

For Office Use Only
Fee Received \$ 600.00
Date 12-28-87
Receipt # 48226
Receipt by [Signature]
Reviewed by [Signature]
Sent to region

PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources will consider this form as a statement that the permit holder(s) has completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee or a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

Permit No. 36-7653

Name(s) of Permit Holder: US ARMY CORPS OF ENGINEERS

Post Office Address: Bldg. 602, City-County Airport Walla Walla, WA 99362

Telephone No. 509-522-6794

Source of Water: Crystal Springs

Extent of Use:

Domestic (number of households) Stockwater (number and type of stock)

Irrigation (acres) Other/Remark Fish Propagation

Total rate and/or volume for which proof is submitted 69.0 cfs acre-feet

Show the date water was first diverted and beneficially used under this permit: 4 May 1987

Measuring Device: Required? ☒ Yes ☐ No
Installed? ☒ Yes ☐ No

Fee enclosed \$ 600.00
(See License Examination Fee Schedule)

Flow Measurement Port: Required? ☐ Yes ☐ No
Installed? ☐ Yes ☐ No

Person to contact to accompany the Department representative during the field examination:

Pat Streamer

(Name)

509-522-6517

(phone Number)

US Army Corps of Engineers Walla Walla, WA 99362

(Address)

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FEB 26 1988

The above information is my true statement of the extent to which the above numbered permit has been developed and I relinquish any undeveloped portion of the permit to the state of Idaho.

[Signature]
RICHARD CARLTON

Chief, Real Estate Division

Walla Walla District, Corps of Engineers

December 15, 1987

Date

Signature of Permit Holder (and title, if appropriate)



DEPARTMENT OF THE ARMY

WALLA WALLA DISTRICT, CORPS OF ENGINEERS
BUILDING 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON 99362-9265

REPLY TO
ATTENTION OF:

December 15, 1987

RECEIVED
DEC 22 1987

Real Estate Division

Department of Water Resources

Department of Water Resources
State of Idaho
450 W. State Street
Boise, Idaho 83720

Gentlemen:

Enclosed is Proof of Beneficial Use form for Permit No. 36-7653, Magic Valley Fish Hatchery, Lower Snake River Fish and Wildlife Compensation Plan.

During telephone conversation on this date between a member of your staff and our Mrs. Darlene Hill, a check in the amount of \$600.00, to cover the statutory examination fee, has been received by your office.

Sincerely,

Richard Carlton
Chief, Real Estate Division

Enclosure

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FEB 26 1988

☐ CHECKED BOX APPLIES ☒ ORDER FOR SUPPLIES OR SERVICES		☐ REQUEST FOR QUOTATIONS NO. RETURN COPY(IES) OF THIS QUOTE (THIS IS NOT AN ORDER, See DD Form 1155r)		DEC 22 1987		PAGE 1 OF 1	
1. CONTRACT/PURCH ORDER NO. DACN68-88-M-8042		2. DELIVERY ORDER NO.		3. DATE OF ORDER 87 NOV 06		4. REQUISITION/PURCH REQUEST NO. DEP-01-0005 Water Resources	
6. ISSUED BY: Walla Walla District Corps of Engineers Bldg. 614, City-County Airport Walla Walla, WA 99362-9265		7. ADMINISTERED BY: (If other than 6) (509)522-6816, BRYAN D. STROUD		8. DELIVERY FOB ☒ DEST ☐ OTHER (See Schedule if other)			
9. CONTRACTOR/QUOTER State of Idaho Dept. of Water Resources 450 W. State Street Boise, ID 83720		FACILITY CODE Cheryl Wilson 208-334-4440		10. DELIVER TO FOB POINT BY: 87 NOV 17		11. CHECK IF BUSINESS IS ☐ SMALL ☐ SMALL DISADVANTAGED ☐ WOMEN-OWNED	
14. SHIP TO: CORPS OF ENGINEERS Real Estate Division Bldg. 620, City-County Airport Walla Walla, WA 99362-9265		15. PAYMENT WILL BE MADE BY: U.S. Army Engineer District, Portland ATTN: NPPDO-F-E P.O. Box 2946 Portland, OR 97208-2946		12. DISCOUNT TERMS Net 30 days		13. MAIL INVOICES TO: See Block 15	
16. DELIVERY		This delivery order is subject to instructions contained on this side of form only and is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.					
PURCHASE ☒		Reference your ☐ furnish the following on terms specified herein, including, for U.S. purchases. General Provisions of Purchase Order on DD Form 1155r (EXCEPT CLAUSE NO. 12 APPLIES ONLY IF THIS BOX ☐ IS CHECKED, AND NO. 14 IF THIS BOX ☐ IS CHECKED); special provisions 10 USC 2304(a)(3) or as specified in the schedule if within U.S., its possessions or Puerto Rico; if otherwise under 2304(a)(6). If checked, Additional General Provisions apply; Supplier shall sign "Acceptance" on DD Form 1155r and return					
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE EB BFL SF062H200000 \$600.00							
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES	20. QUANTITY ORDERED/ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT		
	VENDORS INVOICES SHOULD BE SENT TO PORTLAND SEE BLOCK #15 OF DD1155. FOREIGN MANUFACTURED ITEMS NOT ACCEPTABLE PAY IN ADVANCE 1. Statutory examination fee, Permit No. 36-7653, Magic Valley Fish Hatchery, Lower Snake River Fish and Wildlife Compensation Plan	1	ea	600.00	600.00		
* If quantity accepted by the Government is same as quantity ordered, indicate by ✓ mark. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA Donald H. Stiller BY: CONTRACTING/ORDERING OFFICER			25. TOTAL \$600.00		
26. QUANTITY IN COLUMN 20 HAS BEEN: ☐ INSPECTED ☐ RECEIVED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		27. SHIP NO. DONALD H. STILLER		28. D.O. VOUCHER NO.		29. DIFFERENCES	
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____		☐ PARTIAL ☐ FINAL		30. INITIALS		33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.		31. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL		34. CHECK NUMBER		35. BILL OF LADING NO.	
DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____		32. RECEIVED FEB 26 1988		37. RECEIVED AT		38. RECEIVED BY	
39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

PARAGRAPH APPLIES ONLY TATIONS SUBMITTED.

of Domestic origin unless otherwise indicated by quotation. The Government reserves the right to consider quotations or modifications received after the date indicated should such action be in the interest of the Government. This is a request for information and quotations furnished are not offers. When quoting, complete items 11, 12, 22, 23, 25. If you are unable to quote, please advise. This request does not commit the Government to pay any price in preparation or the submission of this quotation or to procure or contract for supplies or services.

GENERAL PROVISIONS

INSPECTION AND ACCEPTANCE — Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejection, risk of loss will be on the Contractor unless loss results from negligence of the United States Government. Notwithstanding the requirements for any Government inspection and test contained in specifications, applicable to this contract, except where specialized inspections or tests are specified for performance solely by the Government, the contractor shall perform or have performed the inspection and tests required to substantiate that the supplies and services provided under this contract conform to the drawings, specifications and contract requirements listed herein, including if applicable the technical requirements for the manufacturer's part numbers specified herein.

2. VARIATION IN QUANTITY — No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

3. PAYMENTS — Invoices shall be submitted in quadruplicate (one copy shall be marked "Original") unless otherwise specified, and shall contain the following information: Contract or order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of lading number and weight of shipment will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries is warranted.

4. DISCOUNTS — In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when acceptance is at the point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of these points, or from the date the correct invoice or voucher is received in the office specified by the Government. If the latter is later than date of delivery, payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

5. DISPUTES — (This contract is governed by the Contract Disputes Act of 1978 (Public Law 95-563) (the "Act"). The Act provides administrative procedures for the technical analysis, negotiation, and if necessary, litigation of claims relating to this contract. The parties to this contract must comply with certain time restrictions on rendering of contracting officer decisions on claims, and on the appeal of those decisions. Further details of the rights and remedies under the Act may be found in the FAR at 1.131.)

6. FOREIGN SUPPLIES — This contract is subject to the Foreign American Act (41 U.S.C. 101) as implemented by Section VI of the FAR and any restrictions in appropriation acts on the procurement of foreign supplies. The quotation must identify any foreign items to be furnished.

7. CONVICT LABOR — In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(a)(2)) and Executive Order 11755, December 29, 1973.

8. OFFICIALS NOT TO BENEFIT — No member of or Delegate to Congress or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

9. COVENANT AGAINST CONTINGENT FEES — The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the

contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

10. GRATUITIES — (a) The Contractor, by written notice to the Contracting Officer, terminates the right of the Contractor to proceed under this contract if a friend after notice and hearing, by the Secretary or his duly authorized representative, that gratuity (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such contract, provided, that the existence of the facts upon which the Secretary or his duly authorized representative make such findings shall be in issue and may be reviewed in any competent court. (b) In the event this contract is terminated as provided in paragraph (a) hereof the Government shall be entitled (1) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor and (2) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. (c) The rights and remedies of the Government provided in this clause shall not be exclusive and in addition to any other rights and remedies provided by law or under this contract.

11. CONDITION FOR ASSIGNMENT — This Purchase Order may not be assigned pursuant to the Assignment of Claims Act of 1940, as amended (41 U.S.C. 203, 41 U.S.C. 15), unless or until the supplier has been requested and has accepted this order by executing the Acceptance hereon.

12. COMMERCIAL WARRANTY — The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

13. PRIORITIES, ALLOCATIONS, AND ALLOTMENTS — The Contractor shall follow the provisions of DMS Reg. 1, 2, DMS Reg. 1 and all other applicable regulations and orders of the Bureau of Domestic Commerce in obtaining controlled materials and other products and materials needed to fill this order.

14. FAST PAYMENT PROCEDURE

(a) General. This is a fast payment order. Invoices will be paid on the basis of the Contractor's delivery to a post office, common carrier, or, in shipment by other means, in the point of first receipt by the Government.

(b) Responsibility for Supplies. Title to the supplies shall vest in the Government upon delivery to a post office or common carrier for shipment to the specified destination. If shipment is by means other than post office or common carrier, title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the purchase order, the Contractor shall assume all responsibility and risk of loss for supplies (1) not received at destination, (2) damaged in transit, or (3) not conforming to purchase requirements. The Contractor shall either replace, repair, or correct such supplies promptly at his expense, provided instructions to do so are furnished by the Contracting Officer within ninety (90) days from the date title to the supplies vests in the Government. (1291 days for overseas shipment.)

(c) Preparation of Invoice.

(1) Upon delivery of supplies to a post office, common carrier, or in shipment by other means, the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with FAR 101-11.1 of the General Provisions of Purchase Order, except that invoices under this contract shall be prepared in accordance with the provisions of the agreement. All invoices shall also be prominently marked "Fast Pay".

(2) If the purchase price includes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The cost of parcel post insurance will not be paid by the Government. If transportation charges are separately stated on the invoice, the Contractor agrees to retain related paid freight bills or other transportation bills, paid separately for a period of three (3) years and to furnish such bills to the Government when requested for audit purposes.

(3) In the event this order requires the preparation of a Material Inspection and Receiving Report (DD Form 179), the Contractor has the option of either preparing the DD Form 250, including the following information on the invoice, in addition to that required in (c)(1) above: (A) a statement in prominent letters

"DD 250 PREPARED". (B) shipment number; (C) mode of transport; and (D) at line item level, (i) National Stock Number and manufacturer's part number, (ii) unit of measure, (iii) Stock Point, (iv) Mark-For-Point if in contract, and (v) MILSTRIP document number if in contract. When a DD Form 250 is not required, the invoice will include the following information: (i) Ship-To Point, (ii) Mark-For-Point and MILSTRIP document number if in contract, as well as the information in (c)(1) above. In all cases, when a DD Form 250 is prepared, a copy of the invoice will be included in each shipment.

(d) Certification of Invoice. The Contractor agrees that the submission of an invoice to the Government for payment is a certification that the supplies for which the Government is being billed have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that such supplies are in the quantity and of the quality designated by the cited purchase order.

OUTER SHIPPING CONTAINERS SHALL BE MARKED "FAST PAY"

15. (This clause applies if this contract is for services and is not exempted by applicable regulations of the Department of Labor.)

SERVICE CONTRACT ACT 1965 — Except to the extent that an exemption, variation or tolerance would apply pursuant to 29 CFR 4.5 if this were a contract in excess of \$2,500, the Contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under section 6 (1)(1) of the Fair Labor Standards Act of 1938, as amended (current minimum wage). However, in cases where section 6 (e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. All regulations and interpretations of the Service Contract Act of 1965 expressed in 29 CFR Part 4 are hereby incorporated by reference in this contract.

ADDITIONAL GENERAL PROVISIONS

16. CHANGES — The Contracting Officer may, at any time, by written order, and without notice to the sureties, make changes within the general scope of this contract, in (1) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (2) method of shipment or packing and (3) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this clause must be asserted within 90 days from the date of receipt by the Contractor of the notification of change provided that the Contracting Officer, if he decides that the facts justify such action, may receive and evaluate any such claim as asserted prior to final payment, under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

17. TERMINATION FOR DEFAULT — The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided that, if (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without his and his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 18. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.

18. TERMINATION FOR CONVENIENCE — The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Government. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with Section VI(1) of the Defense Acquisition Regulation in effect on this contract's date. To the extent that this contract is for services and is so terminated, the Government shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

19. ASSIGNMENT OF CLAIMS — Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (41 U.S.C. 203, 41 U.S.C. 15). However, payments to an assignee of monies under this contract shall not, to the extent provided in said "Act," as amended, be subject to reduction or set-off for any other claim.

ACCEPTANCE

THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED

THIS PARAGRAPH APPLIES ONLY TO QUOTATIONS SUBMITTED:

Supplies are to be delivered, unless otherwise indicated by the Contracting Officer, to the Government at the place of destination. The Contractor shall be responsible for obtaining all necessary permits and licenses for the transportation of the supplies. The Contractor shall be responsible for obtaining all necessary permits and licenses for the transportation of the supplies. The Contractor shall be responsible for obtaining all necessary permits and licenses for the transportation of the supplies.

GENERAL PROVISIONS

1. INSPECTION AND ACCEPTANCE — Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any delivery, risk of loss will be on the Contractor unless loss results from negligence of the United States Government. Notwithstanding the requirements for any Government inspection and test contained in specifications applicable to this contract, except where specialized inspection or tests are specified for performance solely by the Government, the Contractor shall perform or have performed the inspection and tests required to substantiate that the supplies and services provided under this contract conform to the drawings, specifications and contract requirements noted herein, including if applicable the technical requirements for the main features' part numbers specified herein.

2. VARIATION IN QUANTITY — No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or otherwise in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

3. PAYMENTS — Invoices shall be submitted in quadruplicate (one copy shall be marked "Original") unless otherwise specified, and shall contain the following information: Contract or order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of lading number and weight of shipments will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants.

4. DISCOUNTS — In connection with any discount offered, time will be computed from date of delivery of the supplies in carrier when acceptance is at the point of origin, or from date of delivery at destination or point of embarkation when delivery and acceptance are at either of these points, or from the date the correct invoice or voucher is received in the office specified by the Government. If the latter is later than date of delivery, payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

5. DISPUTES — (This contract is governed by the Contract Disputes Act of 1978 (Public Law 95-563) the "Act"). The Act provides administrative procedures for the submission, analysis, negotiation, and if necessary, litigation of claims relating to this contract. The parties to this contract must comply with certain time restrictions on rendering of contracting officer decisions on claims, and on the appeal of those decisions. Further details on the rights and remedies under the Act may be found in the DAR at 1-314.

6. FOREIGN SUPPLIES — This contract is subject to the Buy American Act (41 U.S.C. 101-106) as implemented by Section VI of the DAR and any restrictions in appropriation acts on the procurement of foreign supplies. The quotation must identify any foreign items to be furnished.

7. CONVICT LABOR — In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2) and Executive Order 11755, December 29, 1973).

8. OFFICIALS NOT TO BENEFIT — No member of or Delegate to Congress or Resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

9. COVENANT AGAINST CONTINGENT FEES — The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the

contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

10. GRATUITIES — (a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to succeed under this contract if it is found after notice and hearing, by the Secretary or his duly authorized representative, that gratuities for the form of entertainment, gifts or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract, or securing favorable treatment with respect to the awarding or awarding, or the making of any determination with respect to the performance of such contract, provided that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court. (b) In no event this contract is terminated as provided in paragraph (a) hereof the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor and (ii) as a penalty in addition to any other damages in which it may be entitled by law to exemplary damages in an amount as determined by the Secretary or his duly authorized representative which shall be not less than three times more than the actual costs incurred by the Contractor in providing any such gratuities to any such officer or employee. (c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11. CONDITION FOR ASSIGNMENT — This Purchase Order may not be assigned pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), unless or until the supplier has been requested and has accepted this order by executing the Acceptance hereon.

12. COMMERCIAL WARRANTY — The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

13. PRIORITIES, ALLOCATIONS, AND ALLOTMENTS — The Contractor shall follow the provisions of DMS Reg. 1, or DMS Reg. 1 and all other applicable regulations and orders of the Bureau of Domestic Commerce in obtaining controlled materials and other products and materials needed to fill this order.

14. FAST PAYMENT PROCEDURE

(a) General. This is a fast payment order. Invoices will be paid on the basis of the Contractor's delivery to a post office, common carrier, or, in shipment by other means, to the point of first receipt by the Government.

(b) Responsibility for Supplies. Title to the supplies shall vest in the Government upon delivery to a post office or common carrier for shipment to the specified destination. If shipment is by means other than post office or common carrier, title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the purchase order, the Contractor shall assume all responsibility and risk of loss for supplies (i) not received at destination, (ii) damaged in transit, or (iii) not conforming to purchase requirements. The Contractor shall either, replace, repair, or correct such supplies promptly at his expense, provided instructions to do so are furnished by the Contracting Officer within ninety (90) days from the date title to the supplies vests in the Government. (180) days for overseas shipment.)

(c) Preparation of Invoice.

(1) Upon delivery of supplies to a post office, common carrier, or in shipments by other means, the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with Clause 3 of the General Provisions or Purchase Order, except that invoices under a blanket purchase agreement shall be prepared in accordance with the provisions of the agreement. All invoices shall also be prominently marked "Fast Pay."

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The cost of parcel post insurance will not be paid by the Government. If transportation charges are separately stated on the invoice, the Contractor agrees to retain related paid freight bills or other transportation billings paid separately for a period of three (3) years and to furnish such bills to the Government when requested for audit purposes.

(3) In the event this order requires the preparation of a Material Inspection and Receiving Report (DD Form 250), the Contractor has the option of either preparing the DD Form 250 or including the following information on the invoice, in addition to that required in (c)(1) above: (A) a statement in prominent letter

DD Form 250 PREPARED", (B) shipment number, (C) mode of shipment, and (D) at line item level, (i) National Stock Number and manufacturer's part number, (ii) unit of measure, (iii) Ship To Point, (iv) Mark For Point if in contract, and (v) MILSTRIP document number if in contract. When a DD Form 250 is not required, the invoice will include the following information: (i) Ship To Point, (ii) Mark For Point and MILSTRIP document number if in contract, (iii) as well as the information in (c)(3) above. In all cases where DD Form 250 is prepared, a copy of the invoice will be included in each shipment.

(d) Certification of Invoice. The Contractor agrees that the submission of an invoice to the Government for payment is a certification that the supplies for which the Government is being billed have been shipped or delivered in accordance with shipping instructions issued by the ordering officer. In the quantities shown on the invoice, and that such supplies are in the quantity and of the quality designated by the cited purchase order.

OUTER SHIPPING CONTAINERS SHALL BE MARKED "FAST PAY"

15. (This clause applies if this contract is for services and is not exempted by applicable regulations of the Department of Labor.)

SERVICE CONTRACT ACT 1965 — Except to the extent that an exemption, variation or tolerance would apply, pursuant to 29 CFR 4.6 if this was a contract in excess of \$2,500, the Contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under section 6 (1)(1) of the Fair Labor Standards Act of 1938, as amended (current minimum wage). However, in cases where section 6 (e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. All regulations and interpretations of the Service Contract Act of 1965 expressed in 29 CFR Part 4 are hereby incorporated by reference in this contract.

ADDITIONAL GENERAL PROVISIONS

16. CHANGES — The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes within the general scope of this contract, in (i) drawings, designs, or specifications; where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment, under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

17. TERMINATION FOR DEFAULT — The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided that, if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 18. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.

18. TERMINATION FOR CONVENIENCE — The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Government. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with Section VIII of the Defense Acquisition Regulation in effect on this contract's date. To the extent that this contract is for services and is so terminated, the Government shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

19. ASSIGNMENT OF CLAIMS — Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15). However, payments to an assignee of monies under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off (See Clause 7).

ACCEPTANCE

THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 87 MAY 27	4. REQUISITION/PURCHASE REQ. NO. EB-87-0015	5. PROJECT NO. (If applicable)
6. ISSUED BY WALLA WALLA DISTRICT CORPS OF ENGINEERS BLDG. 602, CITY-COUNTY AIRPORT WALLA WALLA, WA 99362		7. ADMINISTERED BY (If other than Item 6)	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) State of Idaho Dept. of Water Resources 450 State Street Boise, ID 83720	(d)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. DACW68-87-M-8177
		10B. DATED (SEE ITEM 13) 87 MAY 15

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
EB BFLSF304F2HBF00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 10.

(v)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Cancel Purchase Order in its entirety.

Cancellation necessary as construction delays will prevent the beneficial use of water until a later date.

This is for cancellation of proof the amount of \$600.00. Extension request submitted in lieu of proof - 6-3-87-M

RECEIVED
JUN 02 1987
MICROFILMED
FEB 26 1988

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DONALD H. STILLER DHS/bds
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY <i>Donald H. Stiller</i> (Signature of Contracting Officer)	16C. DATE SIGNED 87 MAY 28



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

CECIL D. ANDRUS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

EXTENSION OF TIME

May 22, 1987

U.S. Army Corps of Engineers
Bldg. 602, City-County Airport
Walla Walla, WA 99362

PERMIT NO. 36-7653

We are in receipt of the \$15 extension fee for Extension(s) of Time to provide additional time in which to submit proof of beneficial use on a water right permit.

Your request for extension(s) of time is being reviewed by staff. You will be informed of our decision when review has been completed.

Enclosed is our receipt No. 42461

Roberta Garrett
Records Supervisor

Enclosure

RECEIVED

FEB 26 1988

☐ CHECKED BOX APPLIES		☒ ORDER FOR SUPPLIES OR SERVICES		☐ REQUEST FOR QUOTATIONS NO. RETURN COPIES OF THIS QUOTE BY (THIS IS NOT AN ORDER. See DD Form 1155r)		PAGE 1 OF 1													
1. CONTRACT/PURCH ORDER NO. DACN68-87-M-8111		2. DELIVERY ORDER NO.		3. DATE OF ORDER 87 APR 21		4. REQUISITION/PURCH REQUEST NO. EB-87-0011													
6. ISSUED BY: Walla Walla District Corps of Engineers Bldg. 614, City-County Airport Walla Walla, WA 99362-9265		CODE		RECEIVED MAY 22 1987		8. DELIVERY FOR: ☒ DEST ☐ OTHER (See Schedule if other)													
9. CONTRACTOR/QUOTER ☐ State of Idaho NAME AND ADDRESS Department of Water Resources 450 W. State Street Boise, ID 83720		CODE				10. DELIVER TO FOB POINT BY: 87 MAY 12		11. CHECK IF BUSINESS IS: ☐ SMALL ☐ SMALL DISADVANTAGED ☐ WOMEN-OWNED											
14. SHIP TO: Corps of Engineers Real Estate Division Bldg. 620, City-County Airport Walla Walla, WA 99362-9265		CODE		15. PAYMENT WILL BE MADE BY: U.S. Army Engineer District, Portland ATTN: NPPDC-F-E P.O. Box 2946 Portland, OR 97208-2946		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER													
16. TYPE OF ORDER: DELIVERY ☐ PURCHASE ☒																			
This delivery order is subject to instructions contained on this side of form only and is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.																			
Reference your _____ furnish the following on terms specified herein, including, for U.S. purchases, _____																			
General Provisions of Purchase Order on DD Form 1155r (EXCEPT CLAUSE NO. 12 APPLIES ONLY IF THIS BOX ☐ IS CHECKED, AND NO. 14 IF THIS BOX ☐ IS CHECKED.																			
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE EB BFLSF304F2HBF00 \$15.00																			
18. FOREIGN MANUFACTURED ITEMS NOT ACCEPTABLE																			
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:5%;">ITEM NO.</th> <th style="width:60%;">DESCRIPTION</th> <th style="width:10%;">QUANTITY ORDERED/ACCEPTED *</th> <th style="width:5%;">UNIT</th> <th style="width:10%;">UNIT PRICE</th> <th style="width:10%;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td> PAY IN ADVANCE Extension of Time fee, as follows: State of Idaho, Department of Water Resources, Permit No. 36-7653, Water Supply System, Magic Valley Fish Hatchery, Lower Snake River Fish and Wildlife Compensation Plan. </td> <td>1</td> <td>ea</td> <td>15.00</td> <td>15.00</td> </tr> </tbody> </table>								ITEM NO.	DESCRIPTION	QUANTITY ORDERED/ACCEPTED *	UNIT	UNIT PRICE	AMOUNT	1.	PAY IN ADVANCE Extension of Time fee, as follows: State of Idaho, Department of Water Resources, Permit No. 36-7653, Water Supply System, Magic Valley Fish Hatchery, Lower Snake River Fish and Wildlife Compensation Plan.	1	ea	15.00	15.00
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* If quantity accepted by the Government is same as quantity ordered, indicate by ✓ mark. If different, enter actual quantity accepted below quantity ordered and encircle.		24. UNITED STATES OF AMERICA BY: DONALD H. STILLER CONTRACTING/ORDERING OFFICER		25. TOTAL \$15.00															
26. QUANTITY IN COLUMN 20 HAS BEEN: ☐ INSPECTED ☐ RECEIVED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		27. SHIP NO. ☐ PARTIAL ☐ FINAL		28. D.O. VOUCHER NO.															
DATE _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____		31. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL		30. INITIALS _____															
36. I certify this account is correct and proper for payment. DATE _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER _____		40. TOTAL CONTAINERS _____		33. AMOUNT VERIFIED CORRECT FOR _____															
37. RECEIVED AT _____ 38. RECEIVED BY _____		41. S/R-ACCOUNT NUMBER _____		34. CHECK NUMBER _____															
39. DATE RECEIVED _____		42. S/R VOUCHER NO. _____		35. BILL OF LADING NO. _____															

PARAGRAPH 10 TO QUOTATIONS SUBMITTED:

Supplies are of domestic origin unless otherwise indicated by quotation. The Government reserves the right to consider quotations or modifications thereof received after the date indicated should such action be in the interest of the Government. This is a request for information and quotations furnished are not offers. When quoting, complete blocks 11, 12, 22, 23, 25. If you are unable to quote, please advise. This request does not commit the Government to pay any cost incurred in preparation or the submission of this quotation or to procure or contract for supplies or services.

GENERAL PROVISIONS

1. INSPECTION AND ACCEPTANCE - Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of the United States Government. Notwithstanding the requirements for any Government inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the Government, the contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable the technical requirements for the manufacturer's part numbers specified herein.

2. VARIATION IN QUANTITY - No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

3. PAYMENTS - Invoices shall be submitted in quadruplicate (one copy shall be marked "Original") unless otherwise specified, and shall contain the following information: Contract or order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of lading number and weight of shipment will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants.

4. DISCOUNTS - In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when acceptance is at the point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of these points, or from the date the correct invoice or voucher is received in the office specified by the Government, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

5. DISPUTES - (This contract is governed by the Contract Disputes Act of 1978 (Public Law 95-563) (the "Act"). The Act provides administrative procedures for the submittal, analysis, negotiation, and if necessary, litigation of claims relating to this contract. The parties to this contract must comply with certain time restrictions on rendering of contracting officer decisions on claims, and on the appeal of those decisions. Further details on the rights and remedies under the Act may be found in the DAR at 1-324.)

6. FOREIGN SUPPLIES - This contract is subject to the Buy American Act (41 U.S.C. 101-4) as implemented by Section VI of the DAR and any restrictions in appropriation acts on the procurement of foreign supplies. The quotation must identify any foreign items to be furnished.

7. CONVICT LABOR - In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 99-176, September 10, 1965 (18 U.S.C. 4082(c)(2)), and Executive Order 11765, December 29, 1973.

8. OFFICIALS NOT TO BENEFIT - No member of or Delegate to Congress or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

9. COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this

contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

10. GRATUITIES - (a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing, by the Secretary or his duly authorized representative, that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract, provided, that the existence of the facts upon which the Secretary or his duly authorized representative make such findings shall be in issue and may be reviewed in any competent court. (b) In the event this contract is terminated as provided in paragraph (a) hereof the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor and (ii) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three times more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. (c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11. CONDITION FOR ASSIGNMENT - This Purchase Order may not be assigned pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), unless or until the supplier has been requested and has accepted this order by executing the Acceptance hereon.

12. COMMERCIAL WARRANTY - The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

13. PRIORITIES, ALLOCATIONS, AND ALLOTMENTS - The Contractor shall follow the provisions of DMS Reg. 1, or DPS Reg. 1 and all other applicable regulations and orders of the Bureau of Domestic Commerce in obtaining controlled materials and other products and materials needed to fill this order.

14. FAST PAYMENT PROCEDURE

(a) General. This is a fast payment order. Invoices will be paid on the basis of the Contractor's delivery to a post office, common carrier, or, in shipment by other means, to the point of first receipt by the Government.

(b) Responsibility for Supplies. Title to the supplies shall vest in the Government upon delivery to a post office or common carrier for shipment to the specified destination. If shipment is by means other than post office or common carrier, title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the purchase order, the Contractor shall assume all responsibility and risk of loss for supplies (i) not received at destination, (ii) damaged in transit, or (iii) not conforming to purchase requirements. The Contractor shall either replace, repair, or correct such supplies promptly at his expense, provided instructions to do so are furnished by the Contracting Officer within ninety (90) days from the date title to the supplies vests in the Government (180 days for overseas shipment.)

(c) Preparation of Invoice.

(1) Upon delivery of supplies to a post office, common carrier, or in shipments by other means, the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with Clause 3 of the General Provisions of Purchase Order, except that invoices under a blanket purchase agreement shall be prepared in accordance with the provisions of the agreement. All invoices shall also be prominently marked "Fast Pay."

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The cost of parcel post insurance will not be paid by the Government. If transportation charges are separately stated on the invoice, the Contractor agrees to retain related paid freight bills or other transportation billings paid separately for a period of three (3) years and to furnish such bills to the Government when requested for audit purposes.

(3) In the event this order requires the preparation of a Material Inspection and Receiving Report (DD Form 250), the Contractor has the option of either preparing the DD Form 250 or including the following information on the invoice, in addition to that required in (c)(1) above: (A) a statement in prominent letters

"NO DD 250 PREPARED", (B) shipment number: (C) mode of shipment; and (D) at line item level, (i) National Stock Number and manufacturer's part number, (ii) unit of measure, (iii) Ship-To-Point, (iv) Mark-For-Point if in contract, and (v) MILSTRIP document number if in contract. When a DD Form 250 is not required, the invoice will include the following information: (i) Ship-To-Point, (ii) Mark-For-Point and MILSTRIP document number if in contract, as well as the information in (c)(1) above. In all cases where no DD Form 250 is prepared, a copy of the invoice will be included in each shipment.

(d) Certification of Invoice. The Contractor agrees that the submission of an invoice to the Government for payment is a certification that the supplies for which the Government is being billed have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that such supplies are in the quantity and of the quality designated by the cited purchase order.

OUTER SHIPPING CONTAINERS SHALL BE MARKED "FAST PAY"

15. (This clause applies if this contract is for services and is not exempted by applicable regulations of the Department of Labor.)

SERVICE CONTRACT ACT OF 1965 - Except to the extent that an exemption, variation or tolerance would apply pursuant to 29 CFR 4.6 if this were a contract in excess of \$2,500, the Contractor and any subcontractor, hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (current minimum wage). However, in cases where section 6 (a)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. All regulations and interpretations of the Service Contract Act of 1965 expressed in 29 CFR Part 4 are hereby incorporated by reference in this contract.

ADDITIONAL GENERAL PROVISIONS

16. CHANGES - The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes within the general scope of this contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

17. TERMINATION FOR DEFAULT - The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services provided that, if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 18. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.

18. TERMINATION FOR CONVENIENCE - The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Government. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with Section VIII of the Defense Acquisition Regulation in effect on this contract's date. To the extent that this contract is for services and is so terminated, the Government shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

19. ASSIGNMENT OF CLAIMS - Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15). However, payments to an assignee of monies under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off (See Clause 11).

ACCEPTANCE

THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED

CERTIFIED MAIL
RETURN RECEIPT REQUESTED



DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS
BUILDING 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON 99362-9265

RECEIVED
MAY 22 1987

REPLY TO
ATTENTION OF:

May 20, 1987

Department of Water Resources

Real Estate Division

Department of Water Resources
State of Idaho
450 W. State Street
Boise, Idaho 83720

Gentlemen:

Enclosed is a Request for Extension of Time for Permit No. 36-7653, Magic Valley Fish Hatchery, together with Check No. 70588477 in the amount of \$15.00 for the extension-of-time fee.

The present deadline for filing Proof of Beneficial Use for this permit is June 1, 1987. Because of construction delays, this deadline will not be met; therefore, a one-year extension is requested.

Your cooperation is appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Richard Carlton".

Richard Carlton
Chief, Real Estate Division

Enclosures

INDEXED FILMED

FEB 26 1988

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

STATEHOUSE
BOISE, IDAHO 83720
(208) 334-4440
CERTIFIED MAIL
MARCH 31, 1987

138865

U.S. DEPT. OF DEFENSE
DEPT. OF ARMY
CORPS OF ENGINEERS
BLDG. 602, CITY-COUNTY AIRPORT
WALLA WALLA, WA 99362

PROOF DUE NOTICE

RE: PERMIT NO. 36-7653

DEAR PERMIT HOLDER:

ONE OF THE CONDITIONS OF APPROVAL OF THE ABOVE REFERENCED WATER PERMIT WAS THAT PROOF OF THE EXTENT OF YOUR BENEFICIAL USE MUST BE SUBMITTED TO THIS OFFICE ON OR BEFORE JUNE 1, 1987. (SEE LAST PAGE OF YOUR APPROVED PERMIT OR YOUR LAST APPROVED EXTENSION REQUEST.) ENCLOSED IS A FORM WHICH WHEN ACCOMPANIED BY THE LICENSE EXAMINATION FEE OR A COMPLETED FIELD EXAMINATION REPORT PREPARED BY A CERTIFIED WATER RIGHT EXAMINER MAY BE USED TO SUBMIT THE REQUIRED PROOF.

IF YOU HAVE NOT FULLY COMPLETED YOUR PROJECT, AND YOU OR A PREVIOUS OWNER OF THIS PERMIT HAVE NOT RECEIVED A PRIOR EXTENSION OF TIME, YOU MAY REQUEST AN EXTENSION OF TIME IF THE DELAY IS FOR REASONABLE CAUSE AS PROVIDED IN SECTION 42-204, IDAHO CODE. IF YOU HAVE BEEN PREVENTED FROM PROCEEDING BY A GOVERNMENTAL AGENCY OR BY LITIGATION WHICH MIGHT BRING TITLE TO THE WATER IN QUESTION, MORE THAN ONE EXTENSION OF TIME CAN BE GRANTED. AN EXTENSION OF TIME REQUEST FORM IS ENCLOSED FOR YOUR CONVENIENCE.

EITHER AN ACCEPTABLE PROOF OF BENEFICIAL USE SUBMITTAL OR AN ACCEPTABLE REQUEST FOR AN EXTENSION OF TIME MUST BE RECEIVED BY THIS DEPARTMENT ON OR BEFORE THE ABOVE DESCRIBED PROOF DUE DATE. IF NEITHER IS RECEIVED, THE DEPARTMENT WILL SEND YOU A LAPSE NOTICE. WITHIN SIXTY (60) DAYS OF THE MAILING OF THE LAPSE NOTICE, THE PERMIT WILL NO LONGER BE OF ANY FORCE NOR EFFECT.

SINCERELY,

RITA FLECK
SECRETARY/RECORDS MANAGER

MAILED

FEB 26 1988

ENCLOSURES



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

SEPTEMBER 1, 1985

DEAR PERMIT HOLDER:

ACCORDING TO OUR RECORDS, YOU ARE THE HOLDER OF A WATER PERMIT ON WHICH PROOF OF BENEFICIAL USE OF WATER WAS NOT SUBMITTED BEFORE JULY 1, 1985, WHICH INDICATES YOUR PROJECT IS NOT COMPLETE. THEREFORE, YOU NEED TO BE AWARE OF CHANGES IN IDAHO LAW, EFFECTIVE JULY 1, 1985, WHICH IMPACT ALL WATER PERMITS ISSUED BY THIS DEPARTMENT.

SPECIFICALLY, PURSUANT TO SECTION 42-203D, IDAHO CODE, THE DEPARTMENT MUST REVIEW ALL PERMITS FOR WHICH DEVELOPMENT OF WATER USE WAS NO COMPLETED ON OR BEFORE JULY 1, 1985, TO DETERMINE IF THEY MEET THE NEW REQUIREMENTS OF CHAPTER 2, TITLE 42, IDAHO CODE. RULES AND REGULATIONS GOVERNING THE RE-EVALUATION OF PERMITS ARE NOT YET FINALIZED. HOWEVER, IF YOU COMPLETED THE DEVELOPMENT UNDER YOUR PERMIT BEFORE JULY 1, 1985, YOU SHOULD SUBMIT A PROOF OF BENEFICIAL USE STATEMENT, STATING THAT THE PROJECT WAS COMPLETED BEFORE JULY 1, 1985 SO THAT YOUR PERMIT WILL NOT BE SUBJECT TO THE REVIEW REQUIREMENTS OF SECTION 42-203D, WHICH READS AS FOLLOWS:

42-203D. REVIEW OF PERMITS - OPPORTUNITY FOR HEARING. - (1)THE DEPARTMENT SHALL REVIEW ALL PERMITS ISSUED PRIOR TO THE EFFECTIVE DATE [JULY 1, 1985] OF THIS SECTION, EXCEPT TO THE EXTENT A PERMIT HAS BEEN PUT TO BENEFICIAL USE PRIOR TO JULY 1, 1985, TO DETERMINE WHETHER THEY COMPLY WITH THE PROVISIONS OF CHAPTER 2, TITLE 42, IDAHO CODE. IF THE DEPARTMENT FINDS THAT THE PROPOSED USE DOES NOT SATISFY THE CRITERIA OF CHAPTER 2, TITLE 42, IDAHO CODE, THEN THE DEPARTMENT SHALL EITHER CANCEL THE PERMIT OR IMPOSE THE CONDITIONS REQUIRED TO BRING THE PERMIT INTO COMPLIANCE WITH CHAPTER 2, TITLE 42, IDAHO CODE. IF THE DEPARTMENT FINDS THAT THE PERMIT SATISFIES THE CRITERIA ESTABLISHED IN CHAPTER 2, TITLE 42, IDAHO CODE, THEN THE DEPARTMENT SHALL ENTER AN ORDER CONTINUING THE PERMIT. (2)THE DEPARTMENT SHALL PROVIDE AN OPPORTUNITY FOR HEARING IN ACCORDANCE WITH SECTION 42-1701A, IDAHO CODE, AND SECTIONS 67-5209 THROUGH 67-5215, IDAHO CODE, FOR EACH HOLDER OF A PERMIT THAT IS PROPOSED EITHER TO BE CANCELLED OR MADE SUBJECT TO NEW CONDITIONS.

YOU MAY OBTAIN PROOF OF BENEFICIAL USE FORMS FROM THE DEPARTMENT. IF YOU HAVE ANY QUESTIONS, PLEASE LET US KNOW.

SINCERELY,

L. Glen Saxton

L. GLEN SAXTON
CHIEF, OPERATIONS BUREAU

RECEIVED

FEB 26 1988



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS

Governor

A. KENNETH DUNN

Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

July 6, 1983

Dept. of the Army
Attn: M. G. Brammer, P.E.
Chief, Engineering Div.
Walla Walla Dist., Corps of Engineers
Bldg. 602, City-County Airport
Walla Walla, WA 99362

RE: Water Rights at Crystal Springs

Dear Mr. Brammer:

Your letter dated June 22, 1983, concerning questions about the Corps of Engineers' water rights at Crystal Springs, has been referred to me for response. I will address the questions in the order they were presented.

First, regarding the acre-foot limitation applied to water right licenses Nos. 36-7033 and 36-7164, please be advised that this Department considers each water right to have three controlling parameters: rate of flow, total volume diverted, and consumptive use. In many situations, only the first of these parameters has been quantified; however, as competition for water supplies in Idaho has increased, there has been a need to more closely examine the latter two parameters to resolve disputes between competing users.

Total volume diverted and consumptive use are difficult to quantify for fish propagation facilities. However, an assumption can be made that these parameters are usually proportionate to the total volume of the facilities. Therefore, the "facility volume" is identified on the water right license to indicate the volume of fish ponds functional at the time the facility is examined. In the case of water right licenses Nos. 36-7033 and 36-7164, the examiner found 32 ponds, each measuring about 150 feet by 30 feet by 4 feet, for a total volume of 13.2 acre-feet. The intent of the corresponding condition of approval on the licenses is to not allow the water diverted under the licenses to be used in more than 32 ponds, for the protection of junior appropriators.

To respond to your second question, yes it is the intent of this Department to quantify the volume of the facility described by water right permit No. 36-7653. However, this volume will not be quantified until (1) proof

MICROFILMED

FEB 26 1988

M. G. Brammer
July 6, 1983
Page 2

of beneficial use is submitted, (2) a field exam is conducted, and (3) a license is issued, because the requirement to submit facility plans was not in effect at the time the permit was issued and there is no indication currently in the file regarding facility size.

I hope that this information will serve to clarify the position of this Department regarding water rights for fish propagation purposes. Please advise this office if you desire further clarification.

Sincerely,

DAVID R. TUTHILL, JR., P.E.
Supervisor, Water Allocation Section

DRT:sc

MICROFILMED

FEB 26 1988

May 14, 1982

U.S. Dept. of Army, Corps of
Engineers, Walla Walla District
Bldg. 602, City-County Airport
Walla Walla, Wa. 99362

Dear Sir

Re: Permit No. 36-7653

Enclosed is a copy of the approved request for extension of time. The time within which to submit the statement of beneficial use is extended to June 1, 1987.

Also enclosed is receipt No. 22797 in the amount of \$15.00.

Sincerely

Rita Fleck
Sr. Secretary

RF/ps

Enclosures



DEPARTMENT OF THE ARMY

WALLA WALLA DISTRICT, CORPS OF ENGINEERS
BUILDING 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON 99362

RECEIVED

MAY 5 1982

Department of Water Resources

REPLY TO
ATTENTION OF:

NPWRE
Water Well 36-7653
Crystal Springs Fish Hatchery
LSRF&W Comp Plan

3 May 1982

State of Idaho
Department of Water Resources
Statehouse
Boise, ID 83720

Gentlemen:

In reply to your letter dated 31 March 1982, inclosed is a Request for
Extension of Time for Permit No. 36-7653. Also inclosed is Check No. 281,245
in the amount of \$15.00 to cover the extension of time fee.

Sincerely,

ALLEN L. BAIM
Chief, Real Estate Division

2 Incl
As stated

MICROFILMED

☒ CHECKED BOX APPLIES		☐ REQUEST FOR QUOTATIONS NO.		PAGE 1 OF 1	
☒ ORDER FOR SUPPLIES OR SERVICES		RETURN COPIES OF THIS QUOTE		(THIS IS NOT AN ORDER. See DD Form 1155)	
1. CONTRACT/PURCH ORDER NO.		2. DELIVERY ORDER NO.		3. DATE OF ORDER	
		BACVCS-82-P-0641		02 APR 21	
4. REQUISITION/PURCH REQUEST NO.		5. ISSUED BY:		6. CERTIFIED FOR NATIONAL DEFENSE UNDER DMS REG 1	
BQ-02-0010		Walla Walla District Corps of Engineers Bldg. 602, City-County Airport Walla Walla, WA 99362		00 W/A	
7. ADMINISTERED BY: (If other than 6)		8. DELIVERY FOR		9. CONTRACTOR/QUOTE	
		☒ DEST ☐ OTHER (See Schedule if other)		10. DELIVER TO FOR POINT BY:	
11. CHECK IF		12. DISCOUNT TERMS		13. MAIL INVOICES TO:	
☐ SMALL BUSINESS ☐ MINORITY BUSINESS		02 MAY 14		See Block 15	
14. SHIPTO: CORPS OF ENGINEERS Co, Real Estate Div Bldg 602, City-County Airport Walla Walla, WA 99362		15. PAYMENT WILL BE MADE BY:		16. DELIVERY	
		U.S. Army Engineer District, Portland ATTN: HPPDC-P-E P.O. Box 2946 Portland, OR 97208		The delivery order is subject to instructions contained on this side of form only and is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.	
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE		18. QUANTITY ORDERED/ACCEPTED		19. UNIT	
RLSP0105200000		1		UNIT PRICE	
20. TOTAL		21. DIFFERENCES		22. INITIALS	
15.00					
23. AMOUNT VERIFIED CORRECT FOR		24. CHECK NUMBER		25. BILL OF LADING NO.	
26. S/R VOUCHER NO.		27. SHIP NO.		28. D.O. VOUCHER NO.	
29. DATE RECEIVED		30. RECEIVED BY		31. DATE RECEIVED	
32. RECEIVED AT		33. RECEIVED BY		34. DATE RECEIVED	
35. RECEIVED AT		36. RECEIVED BY		37. DATE RECEIVED	
38. RECEIVED AT		39. RECEIVED BY		40. DATE RECEIVED	
41. RECEIVED AT		42. RECEIVED BY		43. DATE RECEIVED	
44. RECEIVED AT		45. RECEIVED BY		46. DATE RECEIVED	
47. RECEIVED AT		48. RECEIVED BY		49. DATE RECEIVED	
50. RECEIVED AT		51. RECEIVED BY		52. DATE RECEIVED	
53. RECEIVED AT		54. RECEIVED BY		55. DATE RECEIVED	
56. RECEIVED AT		57. RECEIVED BY		58. DATE RECEIVED	
59. RECEIVED AT		60. RECEIVED BY		61. DATE RECEIVED	
62. RECEIVED AT		63. RECEIVED BY		64. DATE RECEIVED	
65. RECEIVED AT		66. RECEIVED BY		67. DATE RECEIVED	
68. RECEIVED AT		69. RECEIVED BY		70. DATE RECEIVED	
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77. RECEIVED AT		78. RECEIVED BY		79. DATE RECEIVED	
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86. RECEIVED AT		87. RECEIVED BY		88. DATE RECEIVED	
89. RECEIVED AT		90. RECEIVED BY		91. DATE RECEIVED	
92. RECEIVED AT		93. RECEIVED BY		94. DATE RECEIVED	
95. RECEIVED AT		96. RECEIVED BY		97. DATE RECEIVED	
98. RECEIVED AT		99. RECEIVED BY		100. DATE RECEIVED	

CHECKED BOX APPLIES ☒ ORDER FOR SUPPLIES OR SERVICES		☐ REQUEST FOR QUOTATIONS NO. RETURN COPY(IES) OF THIS QUOTE BY (THIS IS NOT AN ORDER. See DD Form 1155r)				PAGE 1 OF 1	
1. CONTRACT/PURCH ORDER NO.		2. DELIVERY ORDER NO.		3. DATE OF ORDER		4. REQUISITION/PURCH REQUEST NO.	
		DACW68-82-F-0641		82 APR 21		BQ-82-0010	
5. ISSUED BY:				7. ADMINISTERED BY: (If other than 6)		8. DELIVERY FOR	
CODE Walla Walla District Corps of Engineers Bldg. 602, City-County Airport Walla Walla, WA 99362						☒ DEST ☐ OTHER (See Schedule if other)	
9. CONTRACTOR/QUOTER				FACILITY CODE		10. DELIVER TO FOR POINT BY:	
CODE State of Idaho Department of Water Resources Statehouse Boise, ID 83720				99-05402540		82 MAY 14 12. DISCOUNT TERMS Net 13. MAIL INVOICES TO: See Block 15	
14. SHIP TO:				15. PAYMENT WILL BE MADE BY:		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER	
CODE CORPS OF ENGINEERS Ch, Real Estate Div Bldg 602, City-County Airport Walla Walla, WA 99362				CODE U.S. Army Engineer District, Portland ATTN: NPPDC-F-E P.O. Box 2946 Portland, OR 97208			
16. TYPE OF ORDER		This delivery order is subject to instructions contained on this side of form only and is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.					
DELIVERY ☒		Reference your					
PURCHASE ☐		furnish the following on terms specified herein, including, for U.S. purchases, General Provisions of Purchase Order on DD Form 1155r (EXCEPT CLAUSE NO. 13 APPLIES ONLY IF THIS BOX ☐ IS CHECKED, AND NO. 15 IF THIS BOX ☐ IS CHECKED); special provisions					
10 USC 2304(a)(3) or as specified in the schedule if within the U. S., its possessions or Puerto Rico; if otherwise, under 2304(a)(6). ☐ If checked, Additional General Provisions apply; Supplier shall sign "Acceptance" on DD Form 1155r and return None copies. Incl QP 21-22							
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE							
BQ BFLSF01052Q0000							
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED *	21. UNIT	22. UNIT PRICE	23. AMOUNT
1.	FOREIGN MANUFACTURED ITEMS NOT ACCEPTABLE Extension of time for Surface Water Right at Crystal Springs Fish Hatchery, Permit No. 36-7653, Lower Snake River Fish and Wildlife Compensation Plan <u>PAY IN ADVANCE</u>			1	ea	15.00	15.00
* If quantity accepted by the Government is same as quantity ordered, indicate by / mark. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA		25. TOTAL	
				BY: DALLIS MACE		15.00	
26. QUANTITY INSPECTED				27. SHIP. NO.		29. DIFFERENCES	
MNM/als ☐ INSPE ☐ RECEIVED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED				☐ PARTIAL ☐ FINAL		30. INITIALS 31. PAYMENT	
SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. D. O. VOUCHER NO.		32. PAID BY	
36. I certify the account is correct and proper for payment.				☐ COMPLETE ☐ PARTIAL ☐ FINAL		33. AMOUNT VERIFIED CORRECT FOR	
SIGNATURE AND TITLE OF CERTIFYING OFFICER				40. TOTAL CONTAINERS		34. CHECK NUMBER	
37. RECEIVED AT		38. RECEIVED BY		41. S/R ACCOUNT NUMBER		35. BILL OF LADING NO.	
						42. S/R VOUCHER NO.	

THIS PARAGRAPH APPLIES ONLY TO QUOTATIONS SUBMITTED:

Supplies are of domestic origin unless otherwise indicated by quotation. The Government reserves the right to consider quotations or modifications thereof received after the date indicated should such action be in the interest of the Government. This is a request for information and quotations furnished are not offers. When quoting, complete blocks 11, 12, 22, 23, 25. If you are unable to quote, please advise. This request does not commit the Government to pay any cost incurred in preparation or the submission of this quotation or to procure or contract for supplies or services.

GENERAL PROVISIONS

1. INSPECTION AND ACCEPTANCE—Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor unless loss results from negligence of the United States Government. Notwithstanding the requirements for any Government inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the Government, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable the technical requirements for the manufacturers' part numbers specified herein.

2. VARIATION IN QUANTITY—No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

3. PAYMENTS—Invoices shall be submitted in quadruplicate (one copy shall be marked "Original") unless otherwise specified, and shall contain the following information: Contract or Order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of lading number and weight of shipment will be shown for shipments on Government Bill of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants.

4. DISCOUNTS—In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when acceptance is at the point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of these points, or from the date the correct invoice or voucher is received in the office specified by the Government, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

5. DISPUTES—(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. (b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in (a) above, provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

6. FOREIGN SUPPLIES—This contract is subject to the Buy American Act (41 U.S.C. 101-106) as implemented by Executive Order 10582 of December 17, 1954, and any restrictions in appropriation acts on the procurement of foreign supplies.

7. CONVICT LABOR—In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (78 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

8. OFFICIALS NOT TO BENEFIT—No member of or Delegate to Congress or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

9. CONVENANT AGAINST CONTINGENT FEES—The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

10. GRATUITIES—(a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing, by the Secretary or his duly authorized representative, that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract, provided, that the existence of the facts upon which the Secretary or his duly authorized representative make such findings shall be in issue and may be reviewed in any competent court. (b) In the event this contract is terminated as provided in paragraph (a) hereof the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor and (ii) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount as determined by the Secretary or his duly authorized representative which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. (c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11. RENEGOTIATION—This contract, and any subcontract hereunder, is subject to the Renegotiation Act of 1951, as amended (50 U.S.C. App. 1111 et seq.) and shall be deemed to contain all the provisions required by Section 104 thereof, and is subject to any subsequent act of Congress providing for the renegotiation of contracts.

12. CONDITION FOR ASSIGNMENT—This Purchase Order may not be assigned pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), unless or until the supplier has been requested to accept this order by executing the Acceptance hereon.

13. COMMERCE WARRANTY—The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the supplies or services and that the rights and remedies provided herein are in addition to and do not limit the rights afforded to the Government by any other clause of this contract.

14. PRIORITIES, ALLOCATION AND ALLOTMENTS—The Contractor shall follow the provisions of DMS Reg. 1 or DPS Reg. 1 and any other applicable regulations and orders of the Bureau of Domestic Commerce in obtaining controlled materials and other products and materials needed to fill this order.

15. FAST PAYMENT PROCEDURE

(a) **General.** This is a fast payment order. Invoices will be paid on the basis of the Contractor's delivery to a post office, common carrier, or, in shipment by other means, to the point of first receipt by the Government.

(b) **Responsibility for Supplies.** Title to the supplies shall vest in the Government upon delivery to a post office or common carrier for shipment to the specified destination. If shipment is by means other than post office or common carrier, title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the purchase order, the Contractor shall assume all responsibility and risk of loss for supplies (i) not received at destination, (ii) damaged in transit, or (iii) not conforming to purchase requirements. The Contractor shall either replace, repair, or correct such supplies promptly at his expense, provided instructions to do so are furnished by the Contracting Officer within ninety (90) days from the date title to the supplies vests in the Government.

(c) **Preparation of Invoice.**

(1) Upon delivery of supplies to a post office, common carrier, or in shipments by other means, the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with Clause 3 of the General Provisions of Purchase Order, except that invoices under a blanket purchase agreement shall be prepared in accordance with the provisions of the agreement. In shipments by either post office or common carrier, the Contractor shall either (A) cite on this invoice the date of shipment, name and address of carrier, bill of lading number or other shipment document number, or (B) attach copies of such documents to his invoice as evidence of shipment. In addition the invoice shall be prominently marked "Fast Pay." In case of delivery by other than post office or common carrier, a receipted copy of the Contractor's delivery document shall be attached to the invoice as evidence of delivery.

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The cost of parcel post insurance will not be paid by the Government. If transportation charges are separately stated on the invoice, the Contractor agrees to retain related paid freight bills or other transportation billings paid separately for a period of three years and to furnish such bills to the Government when requested for audit purposes.

(3) In the event this order requires the preparation of a Material Inspection and Receiving Report (DD Form 250), the contractor has the option of either preparing the DD Form 250 or including the following information on the invoice, in addition to that required in (c)(1) above: (A) a statement in prominent letters "NO DD 250 PREPARED"; (B) shipment number; (C) mode of shipment; and (D) at line item level, (i) National Stock Number and/or Manufacturer's part number, (ii) unit of measure, (iii) Ship-To-Point, (iv) Mark-For-Point if in contract, and (v) MIL-STRIP document number if in contract.

(d) **Certification of Invoice.** The Contractor agrees that the submission of an invoice to the Government for payment is a certification that the supplies for which the Government is being billed have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that such supplies are in the quantity and of the quality designated by the cited purchase order.

OUTER SHIPPING CONTAINERS SHALL BE MARKED "FAST PAY"

16. (This clause applies if this contract is for services and is not exempted by applicable regulations of the Department of Labor.)

SERVICE CONTRACT ACT OF 1965—Except to the extent that an exemption, variation or tolerance would apply pursuant to 29 CFR 4.6 if this were a contract in excess of \$2,500, the Contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under section 6 (a)(1) of the Fair Labor Standards Act of 1938, as amended (current minimum wage). However, in cases where section 6 (c)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. All regulations and interpretations of the Service Contract Act of 1965 expressed in 29 CFR Part 4 are hereby incorporated by reference in this contract.

ADDITIONAL GENERAL PROVISIONS

17. CHANGES—The Contracting Officer may at any time, by a written order, and without notice to the Contractor, make changes, within the general scope of this contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

18. TERMINATION FOR DEFAULT—The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided that, if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 19. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.

19. TERMINATION FOR CONVENIENCE—The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the Government. If this contract is for supplies and is so terminated, the Contractor shall be compensated in accordance with Section VIII of the Armed Services Procurement Regulation, in effect on this contract's date. To the extent that this contract is for services and is so terminated, the Government shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

20. ASSIGNMENT OF CLAIMS—Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15). However, payments to an assignee of monies under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off (See Clause 12).

ACCEPTANCE

The Contractor hereby accepts the offer represented by the numbered purchase order as it may previously have been or is now modified, subject to all of the terms and conditions set forth, and agrees to perform the same.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED

☒ CHECKED BOX APPLIES		☐ REQUEST FOR QUOTATIONS NO. APR 29 1982 RETURN COPY(IES) OF THIS QUOTE BY (THIS IS NOT AN ORDER. See Department of Water Resources)			PAGE 1 OF 1		
☒ ORDER FOR SUPPLIES OR SERVICES							
1. CONTRACT/PURCH ORDER NO.		2. DELIVERY ORDER NO.		3. DATE OF ORDER			
		DACW68-82-F-0641		82 APR 21			
4. ISSUED BY:		5. ADMINISTERED BY: (If other than 6)		4. REQUISITION/PURCH REQUEST NO.			
Walla Walla District Corps of Engineers Bldg. 602, City-County Airport Walla Walla, WA 99362				NO-82-0010			
9. CONTRACTOR/QUOTER		FACILITY CODE		10. DELIVER TO FOB POINT BY:			
State of Idaho Department of Water Resources Statehouse Boise, ID 83720		99-05402540		82 MAY 14			
11. CHECK IF		12. DISCOUNT TERMS		13. MAIL INVOICES TO:			
☐ SMALL BUSINESS ☐ MINORITY BUSINESS		Net		See Block 15			
14. SHIP TO:		15. PAYMENT WILL BE MADE BY:		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER			
CORPS OF ENGINEERS Ch. Real Estate Div Bldg 602, City-County Airport Walla Walla, WA 99362		U.S. Army Engineer District, Portland ATTN: HPPDC-F-E P.O. Box 2946 Portland, OR 97208					
16. DELIVERY		This delivery order is subject to instructions contained on this side of form only and is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.					
PURCHASE		Reference your _____, furnish the following on terms specified herein, including, for U.S. purchases, _____ and delivery as indicated. This purchase is negotiated under authority of _____.					
IS CHECKED; special provisions _____; and delivery as indicated. This purchase is negotiated under authority of _____. 10 USC 2304(a)(3) or as specified in the schedule if within the U. S., its possessions or Puerto Rico; if otherwise, under 2304(a)(6). ☐ If checked, Additional General Provisions apply: Supplier shall sign "Acceptance" on DD Form 1155r and return _____ copies.							
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE							
BQ HPLSP0105200000							
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ACCEPTED	21. UNIT	22. UNIT PRICE	23. AMOUNT
1.	FOREIGN MANUFACTURED ITEMS NOT ACCEPTABLE Extension of time for Surface Water Right at Crystal Springs Fish Hatchery, Permit No. 36-7653, Lower Snake River Fish and Wildlife Compensation Plan PAY IN ADVANCE			1	ea	15.00	15.00
*If quantity accepted by the Government is same as quantity ordered, indicate by V mark. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA		25. TOTAL	
BY: DALLIS MACE				CONTRACTING/ORDERING OFFICER		15.00	
26. QUANTITY IN COLUMN 20 HAS BEEN:				27. SHIP NO.		28. D.O. VOUCHER NO.	
☐ INSURED ☐ RECEIVED ☐ ACCEPTED AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED				☐ PARTIAL ☐ FINAL		29. DIFFERENCES	
SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				31. PAYMENT		30. INITIALS	
30. I certify that account is correct and proper for payment.				☐ COMPLETE ☐ PARTIAL ☐ FINAL		33. AMOUNT VERIFIED CORRECT FOR	
SIGNATURE AND TITLE OF CERTIFYING OFFICER				32. PAID BY		34. CHECK NUMBER	
37. ORDERED AT				40. TOTAL CONTAINERS		35. BILL OF LADING NO.	
38. RECEIVED BY				41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	
39. DATE RECEIVED							

THIS PARAGRAPH APPLIES ONLY TO QUOTATIONS SUBMITTED BY

Supplies are of domestic origin unless otherwise indicated by quotation. Government reserves the right to consider quotations or modifications thereof received after the date stated should such action be in the interest of the Government. This is a request for information and quotations furnished are for offers. When quoting, complete blocks 11, 12, 22, 23. If you are unable to quote, please advise. This request does not commit the Government to pay any cost incurred in preparation or the submission of this quotation or to procure or contract for supplies or services.

GENERAL PROVISIONS

1. INSPECTION AND ACCEPTANCE—Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejection, risk of loss will be on the Contractor unless loss results from negligence of the United States Government. Notwithstanding the requirements for any Government inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the Government, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including if applicable the technical requirements for the manufacturers' part numbers specified herein.

2. VARIATION IN QUANTITY—No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

3. PAYMENTS—Invoices shall be submitted in quadruplicate *one copy shall be marked "Original"* unless otherwise specified, and shall contain the following information: Contract or Order number, item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Bill of lading number and weight of shipment will be shown for shipments on Government Bills of Lading. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants.

4. DISCOUNTS—In connection with any discount offered, time will be computed from date of delivery of the supplies to the point of acceptance is at the point of origin, or from date of delivery at destination or port of embarkation when delivery and acceptance are at either of these points, or from the date the correct invoice of voucher is received in the office specified by the Government, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

5. DISPUTES—(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. The Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. (b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in (a) above, provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

6. FOREIGN SUPPLIES—This contract is subject to the Buy American Act (41 U.S.C. 101-104) as implemented by Executive Order 10582 of December 17, 1954, and any restrictions in appropriation acts on the procurement of foreign supplies.

7. CONVICT LABOR—In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

8. OFFICIALS NOT TO BENEFIT—No member of or Delegate to Congress or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

9. CONVEYANT AGAINST CONTINGENT FEES—The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

10. GRATUITIES—(a) The Government may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing, by the Secretary or his duly authorized representative, that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract, provided, that the existence of the facts upon which the Secretary or his duly authorized representative make such findings shall be in issue and may be reviewed in any competent court. (b) In the event this contract is terminated as provided in paragraph (a) hereof the Government shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor and (ii) as a penalty in addition to any other damages to which it may be entitled by law to exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee. (c) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

11. RENEGOTIATION—This contract, and any subcontract hereunder, is subject to the Renegotiation Act of 1951, as amended (50 U.S.C. App. 1211 et seq.) and shall be deemed to contain all the provisions required by Section 104 thereof, and is subject to any subsequent act of Congress providing for the renegotiation of contracts.

12. CONDITION FOR ASSIGNMENT—This Purchase Order may not be assigned pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), unless or until the supplier has been requested and has accepted this order by executing the Acceptance hereon.

13. CONTRACTUAL WARRANTY—The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not diminish any rights afforded to the Government by any other clause of this contract.

14. PRIORITIES, ALLOCATIONS AND ALLOTMENTS—The Contractor shall follow the provisions of DMS Reg. 1 or DPM Reg. 1 and other applicable regulations and orders of the Bureau of Domestic Commerce in obtaining controlled materials and other products and materials needed to fill this order.

15. FAST PAYMENT PROCEDURE

(a) **General**. This is a fast payment order. Invoices will be paid on the basis of the Contractor's delivery to a post office, common carrier, or, in shipment by other means, to the point of first receipt by the Government.

(b) **Responsibility for Supplies**. Title to the supplies shall vest in the Government upon delivery to a post office or common carrier for shipment to the specified destination. If shipment is by means other than post office or common carrier, title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the purchase order, the Contractor shall assume all responsibility and risk of loss for supplies (i) not received at destination, (ii) damaged in transit, or (iii) not conforming to purchase requirements. The Contractor shall either replace, repair, or correct such supplies promptly at his expense, provided instructions to do so are furnished by the Contracting Officer within ninety (90) days from the date title to the supplies vests in the Government.

(c) **Preparation of Invoice**.

(i) Upon delivery of supplies to a post office, common carrier, or in shipments by other means, the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with Clause 3 of the General Provisions of Purchase Order, except that invoices under a blanket purchase agreement shall be prepared in accordance with the provisions of the agreement. In shipments by either post office or common carrier, the Contractor shall either (A) cite on this invoice the date of shipment, name and address of carrier, bill of lading number or other shipment document number, or (B) attach copies of such documents to his invoice as evidence of shipment. In addition the invoice shall be prominently marked "Fast Pay." In case of delivery by other than post office or common carrier, a receipted copy of the Contractor's delivery document shall be attached to the invoice as evidence of delivery.

(2) If the purchase price excludes the cost of transportation, the Contractor shall enter the prepaid shipping cost on the invoice as a separate item. The cost of parcel post insurance will not be paid by the Government. If transportation charges are separately stated on the invoice, the Contractor agrees to retain related paid freight bills or other transportation billings paid separately for a period of three years and to furnish such bills to the Government when requested for audit purposes.

(3) In the event this order requires the preparation of a Material Inspection and Receiving Report (DD Form 250), the Contractor has the option of either preparing the DD Form 250 or including the following information on the invoice, in addition to that required in (c)(1) above: (A) a statement in prominent letters "NO DD 250 PREPARED"; (B) shipment number; (C) mode of shipment; and (D) at line item level, (i) National Stock Number and/or Manufacturer's part number, (ii) unit of measure, (iii) Ship-To-Point, (iv) Mark-For-Point if in contract, and (v) MILSTRIP document number if in contract.

(d) **Certification of Invoice**. The Contractor agrees that the submission of an invoice to the Government for payment is a certification that the supplies for which the Government is being billed have been shipped or delivered in accordance with shipping instructions issued by the ordering officer, in the quantities shown on the invoice, and that such supplies are in the quantity and of the quality designated by the cited purchase order.

OUTER SHIPPING CONTAINERS SHALL BE MARKED "FAST PAY"

16. *This clause applies if this contract is for services and is not exempted by applicable regulations of the Department of Labor.*

SERVICE CONTRACT ACT OF 1965—Except to the extent that an exemption, variation or tolerance would apply pursuant to 29 CFR 4.6 if this were a contract in excess of \$2,500, the Contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under section 6 (a)(1) of the Fair Labor Standards Act of 1938, as amended (current minimum wage). However, in cases where section 6 (c)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. All regulations and interpretations of the Service Contract Act of 1965 expressed in 29-CFR Part 4 are hereby incorporated by reference in this contract.

ADDITIONAL GENERAL PROVISIONS

17. CHANGES—The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in (i) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

18. TERMINATION FOR DEFAULT—The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided that, if (i) it is determined for any reason that the Contractor was not in default or (ii) the Contractor's failure to perform is without his and his subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience under paragraph 19. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.

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20. ASSIGNMENT OF CLAIMS—Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15). However, payments to an assignee of monies under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or set-off (See Clause 12).

ACCEPTANCE

The Contractor hereby accepts the offer represented by the numbered purchase order as it may previously have been or is now modified, subject to all of the terms and conditions set forth, and agrees to perform the same.

NAME OF CONTRACTOR

SIGNATURE

TYPED NAME AND TITLE

DATE SIGNED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

STATEHOUSE
BOISE, IDAHO 83720
(208) 334-4440
CERTIFIED MAIL

128539

CORP OF ENGINEERS
BLDG. 602 CITY-COUNTY AIRPORT
WALLA WALLA, WA 99362

MARCH 31, 1982

DEAR PERMIT HOLDER:

ONE OF THE CONDITIONS OF APPROVAL OF YOUR WATER PERMIT NO. 36-7653 WAS THAT EVIDENCE OF THE EXTENT OF DEVELOPMENT MUST BE SUBMITTED TO THIS OFFICE ON OR BEFORE JUNE 01, 1982. (SEE LAST PAGE OF YOUR APPROVED PERMIT). ENCLOSED IS A POST CARD WHICH MAY 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 POST CARD 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 WITHIN 60 DAYS.

SINCERELY,

RITA FLECK
SR. SECRETARY

ENC: 1

MICROFILMED

June 2, 1981

U. S. Department of Defense
Department of the Army
Corps of Engineers
Bldg. 602, City-County Airport
Walla Walla, Washington 99362

Dear Sirs:

We acknowledge receipt of ownership change for water right Licenses Nos. 36-7164 and 36-7033. In Idaho, a licensed water right is considered real property and ownership to the water right is acquired when the property to which the water right is appurtenant to is purchased. Therefore, no assignment is necessary. I have put a copy of your letter of May 14, 1981 in both files for record.

If you have any questions concerning this matter please feel free to contact me at 334-4162.

Sincerely,

JIM JOHNSON
Supervisor, Water Distribution

JJ:jg

RECORDED



Robyn
36-7033
36-7164
36-7653

DEPARTMENT OF THE ARMY
WALLA WALLA DISTRICT, CORPS OF ENGINEERS
BUILDING 602, CITY-COUNTY AIRPORT
WALLA WALLA, WASHINGTON 99362

RECEIVED

MAY 18 1981

Department of Water Resources

REPLY TO
ATTENTION OF:

NPWRE
Crystal Springs Fish Hatchery
Tract 600

14 May 1981

Mr. David R. Tuthill, Jr., P. E.
Supervisor, Water Allocation Section
State of Idaho
Department of Water Resources
Statehouse Mail
Boise, ID 83720

Dear Mr. Tuthill:

The Department of the Army, Corps of Engineers, has acquired the Crystal Springs Fish Hatchery on behalf of the United States of America from Kenneth and Brenda Ellis. As part of the conveyance, Mr. and Mrs. Ellis and Valley Trout Farms, Inc., assigned three water rights on Crystal Springs to the United States, License 36-7033, License 36-7164, and Application for Permit No. 36-7653.

In accordance with our telephone conversation of 13 May, it is requested that Application for Permit No. 36-7653 be assigned to the United States of America and that the assignment of License 36-7033 and 36-7164 to the United States of America be noted on your records. In support of the assignments, the following material is submitted:

- a. Assignment of Permit (Permit No. 36-7653).
- b. True copy of Assignment (Licenses 36-7033 and 36-7164).
- c. True copy of Certification (Minutes of Valley Trout Farms, Inc., Special Meeting).
- d. True copy of Minutes of a Special Meeting of the Board of Directors of Valley Trout Farms, Inc.
- e. True copy of Warranty Deed.

We have asked Mr. Robert Weaver, Attorney for Valley Trout Farms, Inc., to forward a copy of the power of attorney for the Assignment of Permit directly to you.

MICROFILMED

NPWRE

14 May 1981

Mr. David R. Tuthill, Jr., P. E.

Upon completion of the assignment of permit No. 36-7653 to the United States of America, please advise us of the status of the permit and the steps remaining to perfect the water license.

Sincerely,

Allen L. Baim

ALLEN L. BAIM
Chief, Real Estate Division

5 Incl
As stated

RECEIVED
MAY 14 1981

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A S S I G N M E N T

KENNETH S. ELLIS and BRENDA ELLIS, husband and wife,
assign all of their right, title and interest in and to water licenses
36-7033 and 36-7164 to UNITED STATES OF AMERICA.

DATED This 18th day of March, 1981.

Kenneth S. Ellis
KENNETH S. ELLIS

Brenda Ellis
BRENDA ELLIS

STATE OF IDAHO)
County of Twin Falls) ss.

On this 18th day of March, 1981, before me, the
undersigned, a Notary Public in and for said County and State,
personally appeared KENNETH S. ELLIS and BRENDA ELLIS, husband
and wife, known to me to be the persons who executed the foregoing
instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal, the day and year in this certificate
first above written.

Franklin R. Day
Notary Public for Idaho
Residing at Buhl, Idaho

WEAVER and DYKAS
Attorneys at Law
130 N. Broadway
Buhl, Idaho 83316
Phone (208) 543-8268

This is a True Copy

Allen L. Bain

MICROFILMED

C E R T I F I C A T I O N

I HEREBY CERTIFY That I am the duly elected, qualified and acting Secretary of VALLEY TROUT FARMS, INC.; that the foregoing is a true and correct copy of the minutes of the proceedings of a special meeting of the Board of Directors of VALLEY TROUT FARMS, INC. at its office on the 4th day of February, 1981, at which meeting all directors were present, constituting a quorum of said Board of Directors; that the resolution of which said foregoing is a copy has not been rescinded or revoked.

DATED this 4th day of February, 1981.

Brenda Ellis
Secretary

This is a True Copy
By Albert Bain

RECEIVED
FEB 11 1981
VALLEY TROUT FARMS, INC.

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS
OF VALLEY TROUT FARMS, INC.

Buhl, Idaho

February , 1981

A special meeting of the Board of Directors of Valley Trout Farms, Inc., was held in Buhl, Idaho, on February , 1981.

Present were the following directors:

Kenneth S. Ellis
Brenda Ellis

being all of the directors of the corporation. Kenneth S. Ellis, President of the corporation acted as Chairman of the meeting and Brenda Ellis, Secretary of the corporation, acted as Secretary of the meeting.

The President announced the purpose of the meeting was to discuss the proposed sale of the Crystal Springs fish hatchery to the United States of America through the Corps of Engineers. After discussion, the following resolution was made by Kenneth S. Ellis, seconded by Brenda Ellis and upon vote passed unanimously:

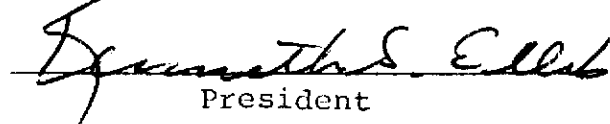
RESOLVED:

Valley Trout Farms, Inc., agrees to sell any interest it may have in the fish hatchery facilities known as Crystal Springs and any right it may have in State of Idaho water permit No. 36-7653 and State of Idaho water licenses No.s 36-7033 and 36-7164 to the United States of American through the Corps of Engineers.

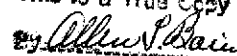
The President and Secretary are hereby authorized to execute on behalf of the corporation any and all documents necessary to complete the transfer of the real property and improvements and the water permit and water licenses hereinabove referred to.

There being no further business to come before the meeting, the same was adjourned.

APPROVED:


President


Secretary

This is a True Copy
by 

MICROFILMED

WAIVER OF NOTICE OF SPECIAL MEETING OF BOARD OF DIRECTORS

We, the undersigned, being all of the Directors of Valley Trout Farms, Inc., do hereby severally waive notice of the time, place and purpose of the meeting of the Board of Directors of said corporation held on the 4th day of February, 1981, and consent to the same being held on that day, being the meeting referred to in the foregoing minutes; and we further consent and ratify the transaction of all business coming before the meeting as aforesaid and agree that all business transacted at said meeting is valid and legal as though notice of said meeting has been duly given.

DATED This 4th day of February, 1981.

James S. E. C.

Brenda Ellis

MICROFILMED

Lower Snake River
Fish & Wildlife
Compensation Plan,
PROJECT: Crystal Springs
Hatchery
Tract 601 and 601E

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of THREE MILLION FOUR HUNDRED
TWENTY-FIVE THOUSAND AND NO/100 -----DOLLARS

(\$3,425,000.00) in hand paid, receipt of which is hereby acknowledged
KENNETH S. ELLIS AND BRENDA ELLIS, Husband and Wife,
Whose Address is Route 3, Box 50, Buhl, ID 83316, and
VALLEY TROUT FARMS, INC., an Idaho Corporation
Whose Principal Place of Business is Route 3, Box 50, Buhl, ID 83316
have granted, bargained, and sold and by these presents do hereby grant,

bargain, sell, and convey unto the UNITED STATES OF AMERICA and its assigns,
all the following bounded and described real property situate in the County
of Twin Falls in the State of Idaho:

Tract 600

A tract of land lying in portions of Government Lot 7 and the northeast
quarter of the southeast quarter of Section 11; the southwest quarter of
the northwest quarter and the northwest quarter of the southwest quarter
of Section 12, all in Township 9 South, Range 15 East of the Boise Meridian,
Twin Falls County, Idaho, and being more particularly described as follows:

Commencing at the southeast corner of said Section 11;

thence North 07°09'05" West, 1,383.37 feet to the POINT OF
BEGINNING;

thence North 07°01'47" East, 780.97 feet;

thence North 84°24'21" West, 22.22 feet;

thence North 53°44'40" West, 717.69 feet;

thence North 83°07'31" West, 284.71 feet;

thence North 10°38'43" East, 411.55 feet to the high water line
on the southerly (left) bank of the Snake River;

thence southeasterly along the southerly (left) bank of the Snake
River the following courses and distances:

South 83°45'43" East, 816.89 feet;

South 79°02'15" East, 395.38 feet;

South 53°01'23" East, 563.77 feet;

South 33°34'55" East, 143.37 feet;

South 50°33'57" East, 75.83 feet;

thence South 27°06'46" West, 464.20 feet;

thence North 81°09'24" West, 620.66 feet;

thence South 01°08'09" West, 699.75 feet;

This is a True Copy

Allen L. Brim

thence North 78°38'10" West, 242.61 feet to the point of beginning.

There is EXCEPTED therefrom all those portions of Government Lots 9 and 10 and the easterly 1200 feet of the south half of the northwest quarter of the southwest quarter of said Section 12 contained within the above described tract of land.

The tract of land above described contains 25.46 acres, more or less, being acquired by the U. S. Department of the Army, Corps of Engineers.

NOTE: The bearings and distances above referred to were taken from deed descriptions, actual surveys, and Bureau of Land Management Plats.

together with the easement right of ingress and egress over and across the following described land, said easement is subject to joint use right of ingress and egress reserved to Crystal Springs Ranches, Inc.:

Tract 601E

A parcel of land located in the southeast quarter of the southeast quarter of Section 11 and in the southwest quarter of the southwest quarter of Section 12, all in Township 9 South, Range 15 East of the Boise Meridian, Twin Falls County, Idaho, being more particularly described as follows:

Commencing at the southwest corner of said Section 12;

thence North 02°34'14" East, a distance of 984.53 feet to the POINT OF BEGINNING;

thence North 79°22'55" West, a distance of 47.35 feet;

thence North 08°38'36" East, a distance of 262.79 feet;

thence North 02°11'00" West, a distance of 79.13 feet;

thence South 78°38'05.8" East, a distance of 32.19 feet;

thence South 0°44'53" West, a distance of 114.96 feet;

thence South 08°05'51" West, a distance of 114.63 feet;

thence South 01°56'46" West, a distance of 112.90 feet, more or less, to the POINT OF BEGINNING.

There is EXCEPTED therefrom all that part of the above described parcel of land lying within the right-of-way of the county road.

The parcel of land above described contains 0.28 acres, more or less, being acquired by the U. S. Department of the Army, Corps of Engineers.

NOTE: The bearings and distances above referred to were taken from deed descriptions, actual surveys, and Bureau of Land Management Plats.

And further, for the consideration hereinabove set forth, the Grantors convey all right, title, and interest in and to State of Idaho Easement No. 4261 granted to Joseph L. Burden on 11 April 1972; State of Idaho Easement No. 4262 granted to Joseph L. Burden on 11 April 1972; State of Idaho Department of Water Resources Water Right License No. 36-7033 with priority of 10 July 1968 in the amount of 50.0 c.f.s. granted to Crystal Springs Ranches, Inc.; State of Idaho Department of Water Resources Water Right License No. 36-7164 with priority of 5 March 1971 in the amount of 6.49 c.f.s. granted to Crystal Springs Ranches, Inc.; and State of Idaho Department of Water Resources Application for Permit No. 36-7653 by Valley Trout Farms, Inc., in the amount of 69.0 c.f.s. with proposed priority of 3 November 1976.

EXCEPTING AND RESERVING to the Grantors the right to remove from the project area on or before 1 March 1982, a 40' x 80' concrete hatchery building and equipment; a 20' x 36' metal frame, metal covered hatchery building and equipment; two metal feed bins; a railroad car feed storage building; and an oxygen storage tank. In the event said improvements are not removed on or before said date, the United States shall have a good and indefeasible title to said buildings and improvements without notice or further compensation.

In consideration of the protection and maintenance of the land, buildings, and structures, protection of the property against loss by fire, waste, or other causes, Grantors reserve occupancy of said property until 1 March 1982, said occupancy is reserved to Grantors exclusively and shall not be sublet or transferred.

During the term of occupancy reserved to Grantors, the United States or its agents shall have the right to enter upon the property conveyed for any purpose whatsoever, provided that such entry shall not unduly interfere with or disrupt Grantors operation of the property.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

SUBJECT TO existing easements for public roads, public highways, public utilities, railroads, and pipelines; reservations, exceptions, and any other outstanding rights contained in or referred to in patents issued by the United States.

TO HAVE AND TO HOLD the above described and granted premises unto the UNITED STATES OF AMERICA and its assigns, forever. We covenant to and with the above named grantee and its assigns that we are lawfully seized and possessed of the above granted premises in fee; have a good and lawful right and power to sell and convey the same; that the same are free and clear of all encumbrances except as above noted, and we will and our heirs, executors, and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

AND FURTHER, for the consideration aforesaid, we the grantors above named hereby convey and quitclaim unto the said UNITED STATES OF AMERICA and its assigns, all right, title, and interest which we may have in and to the banks, beds, and waters of any streams opposite to or fronting upon the lands above described and in any alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land and in any means of ingress or egress appurtenant thereto.

DATED this 18 day of March 1981.

VALLEY TROUT FARMS, INC.,
an Idaho Corporation

By

Kenneth S. Ellis
KENNETH S. ELLIS
President

Kenneth S. Ellis
KENNETH S. ELLIS

Brenda Ellis
BRENDA ELLIS

ATTEST:

By

Brenda Ellis
BRENDA ELLIS
Secretary

MICROFILMED

STATE OF IDAHO)
COUNTY OF TWIN FALLS } ss.

On the 18 day of March 1981, personally came
before me, as Notary Public in and for said County and State, the within
named Kenneth S. Ellis and Brenda Ellis

to me personally known to be the identical persons described in and who
executed the within and foregoing instrument and acknowledged to me
that they executed the same as their free and voluntary act and
deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

(SEAL)

Pauline R. Day
Notary Public in and for the
State of Idaho
Residing at Buhl
My Commission Expires Nov 1983

MICROFILMED

(CORPORATE FORM)

STATE OF IDAHO)
) ss.
COUNTY OF TWIN FALLS)

On this 18th day of March A.D. 1981, before me, the undersigned,
a Notary Public in and for the State of Idaho, duly commissioned and
sworn personally appeared Kenneth S. Ellis and
Brenda Ellis to me known to be the President
and Secretary, respectively of Valley Trout Farms, Inc.

, the corporation
that executed the foregoing instrument, and acknowledged the said instrument
to be the free and voluntary act and deed of said corporation, for the uses and
purposes therein mentioned, and on oath stated that they are authorized
to execute the said instrument and that the seal affixed is the corporate seal
of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this
certificate above written.

(SEAL)

William R. Day
Notary Public in and for the
State of Idaho
Residing at Boise
My Commission expires Nov 1983

799252

Ken S. Ellis

Brenda Ellis

STATE OF IDAHO
County of Twin Falls

I hereby certify that this instrument
filed for record at the request of
SAFE CO Title

at 3:35 o'clock PM this MAR 18 1981
in my office and duly recorded in book
231 of page 3419

RICHARD A. PENCE

Ex-Officio Recorder

Richard A. Pence

Fee \$ 62.00
Return to
SAFE CO Title

NEW FORM 29 (Replaces NW Form 197 (Test) which may be used)
MAR 1962

MICROFILMED

WEAVER & DYKAS

Attorneys at Law

130 N. BROADWAY
BUHL, IDAHO 83316

PHONE (208) 543-8268

ROBERT C. WEAVER

FRANK J. DYKAS
REGISTERED PATENT
TRADEMARK ATTORNEY

May 14, 1918

RECEIVED

MAY 18 1981

Department of Water Resources

Mr. Dave R. Tuthill, Jr.
Department Supervisor
Water Allocation Section
Department of Water Resources
Statehouse Mail
Boise, Idaho 83720

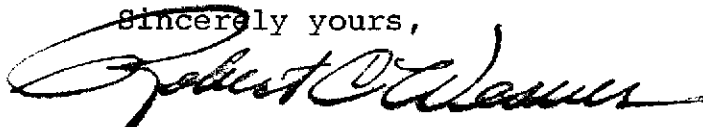
Dear Mr. Tuthill:

Mr. Alan Baime, Corp. of Engineers, Walla Walla, Washington, has requested that I forward a Power of Attorney from Valley Trout Farms, Inc., to myself to your office.

Mr. Baime states that you require this document to attach to the signed Assignment of Permit on Valley Trout on Water Well Permit No. 36-7653. Mr. Baime is mailing you that document and requests that you attach the two documents upon their receipt.

If we can be of further assistance, please advise.

Sincerely yours,



Robert C. Weaver

RCW/jms

Enclosure (1)

MICROFILMED

No Assignment
received as of
5/20/81 *RC*

POWER OF ATTORNEY

Know all men by these presents, that VALLEY TROUT FARM, INC., an Idaho corporation, of Buhl, County of Twin Falls, Idaho, does hereby through its president and secretary appoint ROBERT C. WEAVER, of Buhl, County of Twin Falls, Idaho, as its attorney, for it and in its name to ask, demand, sue for, collect, recover and receive all sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever as are now or shall hereafter become due, owing, payable or belonging to it, and have, use and take all lawful ways and means in its name or otherwise for the recovery thereof, by attachments, arrests, distress or otherwise, and to compromise and agree for the same, and acquittances or other sufficient discharges for the same, for it and in its name to make, seal and deliver; to bargain, contract, agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods and merchandise, choses in action, and other property, in possession or in action, and to release mortgages on lands or chattels, and to make, do and transact all and every kind of business of what nature and kindsoever. Also, to bargain, contract, agree for, purchase, received, and take lands, tenements, hereditaments and accept the seizing and possession of all lands and all deeds and other assurances, and to lease, let, demise, bargain, sell, release, convey, mortgage and hypothecate lands, tenements, and hereditaments, upon such terms and conditions, and under such covenants, as he shall think fit and also for it and in its name and as its act and deed to sign, seal, execute and deliver and acknowledge such deeds, leases and assignments of leases, covenants, indentures, agreements, mortgages, hypothecations, bottomries, charter parties, bills of lading, bills, bonds, notes, receipts, evidences of debt releases, and satisfaction of mortgages, judgments and other debts, and such other instruments in writing of whatever kind or nature as may be necessary or proper in writing of whatever kind or nature as may be necessary or proper in the premises. Giving and granting unto ROBERT C. WEAVER, said attorney his substitute or substitutes, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully as all intents and purposes as it might or could do. We, the president and secretary of Valley Trout Farm, Inc., do hereby ratify and confirm all that ROBERT C. WEAVER, said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, we have hereunto set our hands this 30th day of November, 1977.

VALLEY TROUT FARM, INC.

By Kenneth Ellis
KENNETH ELLIS, President

ATTEST:

Brenda Ellis
BRENDA ELLIS, Secretary

MICROFILMED

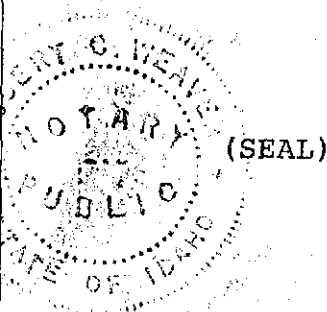
247021
RECD. J. A. L. REQUEST
JAN 29 3 12 PM '80
OF - [unclear]
130 N. Broadway
Buhl, Idaho

STATE OF IDAHO)
County of Twin Falls) ss.

On this 30th day of November, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared KENNETH ELLIS and BRENDA ELLIS, known to me to be the President and Secretary, respectively, of VALLEY TROUT FARM, INC., the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.


Notary Public for Idaho
Residing at Buhl, Idaho



STATE OF IDAHO }
County of Twin Falls } ss.

I hereby certify that this instrument

filed for record at the request of

Richard A. Pence

at 9:00 o'clock, am, this 21st day of November, 1980.

In my office and duly recorded in

Book of Deeds, page 897

RICHARD A. PENCE
Ex-Officio Recorder

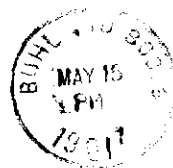
Fee \$ 4.00

Return to

Robert C. Weaver

MICROFILMED

WEAVER & DYKAS
Attorneys at Law
130 NORTH BROADWAY
BUHL, IDAHO 83316



Mr. Dave R. Tuthill, Jr.
Department Supervisor
Water Allocation Section
Department of Water Resources
Statehouse Mail
Boise, Idaho 83720

February 13, 1981

Valley Trout Farms, Inc.
Rt. 3, Box 50
Buhl, ID 83316

Dear Sirs,

RE: Permit No. 36-7653, License No.'s 36-7033 & 36-7164

Enclosed is a copy of the approved application for amendment submitted in connection with the above referenced permit, and copies of Amended Licenses 36-7033 and 36-7164. Along with Receipt No. 16798 in the amount of \$70.00.

If you have any questions concerning this matter, please contact us.

Sincerely,

JIM JOHNSON
Water Distribution Supervisor

JJ:mr
Enclosures

MICROFILMED

NELSON, ROSHOLT, ROBERTSON, TOLMAN & TUCKER

ATTORNEYS AT LAW

P. O. BOX 1906
TWIN FALLS, IDAHO 83301
TELEPHONE (208) 734-0700

THOMAS G. NELSON
JOHN A. ROSHOLT
J. EVAN ROBERTSON
STEVEN K. TOLMAN
JAMES C. TUCKER

SUN VALLEY-KETCHUM OFFICE
P.O. BOX 2399
SUN VALLEY, IDAHO 83353
TELEPHONE (208) 726-4491

February 11, 1981

Mr. C. Steven Allred, Director
Idaho Department of Water Resources

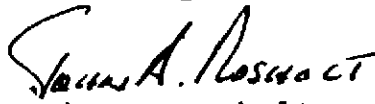
RE: Amendment of Permits and Licenses

Dear Steve:

Enclosed is the Motion of Crystal Springs Ranch, Inc. to affect amendments to permits and licenses 36-7033 and 36-7164. I presume that the reason that this mistake was not caught at the time of proof of application of water to beneficial use was that the forms then submitted did not require a representation by the permitholder as to the legal description of the place of use unless the water was for irrigation. I enclose copies of those proofs for your convenience. In addition, the Department probably relied upon the description in the permit at the time of licensing. I submit a copy of the letter dated July 4, 1975 executed by Bobby D. Fleenor, indicating the place of use as the SE 1/4 SW 1/4 of Section 12, Township 9 South, Range 15 East, Boise Meridian, Twin Falls County. A recent survey shows that the place of use should properly have been Lot 7 and the NE 1/4 SE 1/4 of Section 11, and SW 1/4 NW 1/4 and the NW 1/4 SW 1/4 in Section 12, all in Township 9 South, Range 15 East, Boise Meridian.

Thank you in advance for your expeditious handling of this matter.

Sincerely,


John A. Rosholt

JAR:tv
Enclosures

1
2
3 BEFORE THE DIRECTOR

4 OF THE

5 IDAHO DEPARTMENT OF WATER RESOURCES

6 * * * * *

7 In the Matter of Idaho Water) Case No. _____
8 Licenses 36-7033 and 36-7164,)
9 Crystal Springs Ranch, Inc.,)
10 an Idaho corporation,) MOTION FOR AMENDMENT
11) OF PERMITS & LICENSES

12 * * * * *

13 COMES NOW, John A. Rosholt, attorney for Crystal
14 Springs Ranch, Inc., and moves the Director of the Idaho
15 Department of Water Resources to order the amendment of
16 permits and licenses 36-7033 and 36-7164 for the following
17 reasons:

- 18 1. That Crystal Springs Ranch, Inc., is an Idaho
19 corporation and was validly assigned permit
20 numbers 36-7033 and 36-7164. Said permits
21 entitled the permitholder to appropriate the
22 public waters of the State of Idaho a maximum
23 of 100 c.f.s. for use for fish propagation
24 purposes in the SE 1/4 of the SW 1/4 of Section
25 12, Township 9 South, Range 15 East, Boise
26 Meridian, Twin Falls County, Idaho.
27 2. That the applicant proceeded in good faith and
28 believed that the ponds had been constructed on
29 said property as authorized in the permit.
30 3. That on February 1, 1974, proof of beneficial
31 use of water was submitted to the Department of
32 Water Resources and pursuant to said proof, and
following the Department's examination of the
constructed works, the facilities were issued
licenses 36-7033 for 50 c.f.s. with a priority
date of July 10, 1968, and 36-7164 for 6.49
c.f.s. with a priority date of March 5, 1971,
but due to the mutual mistake and inadvertance
of the applicant and the Department, it was not
discovered until a recent survey that the place
of use was other than as indicated on said
permits and licenses.

MOTION FOR AMENDMENT OF
PERMITS & LICENSES/1

RECORDED
INDEXED

- 1 4. That Crystal Springs Ranch, Inc. is the
2 contract purchaser of the property where the
3 fish propagation facilities are located. The
4 recent survey indicates the correct place of
5 use for the water represented by licenses
6 36-7033 and 36-7164 in Lot 7 and the NE 1/4 SE
7 1/4 of Section 11, and the SW 1/4 NW 1/4 and
8 the NW 1/4 SW 1/4 of Section 12, all in
9 Township 9 South, Range 15 East, Boise
10 Meridian, Twin Falls County, Idaho, rather than
11 as indicated on present permits and licenses.
12 5. That at the time the original applications for
13 permit were filed, the then applicant owned the
14 property then indicated to be the intended
15 place of use.
16 6. That the granting of said motion and amending
17 the permits and licenses will not injure any
18 other water user.

19 Whereupon movant requests the Director of the
20 Department of Water Resources order the amendment of permits
21 and licenses 36-7033 and 36-7164 to show the correct place of
22 beneficial use of water so as to correct the mutual mistake
23 and oversight.

24 DATED this 11th day of February, 1981.

25 
26 John A. Rosholt, Attorney for
27 Crystal Springs Ranch, Inc.

28 ORDER

29 Upon reading the motion of Crystal Springs Ranch,
30 Inc. for amendment of permits and licenses number 36-7033 and
31 36-7164 to reflect the actual place of use of the water as
32 Lot 7 and the NE 1/4 SE 1/4 of Section 11, and the SW 1/4 NW
33 1/4 and the NW 1/4 SW 1/4 of Section 12, all in Township 9
34 South, Range 15 East, Boise Meridian, Twin Falls County,
35 Idaho, it is ordered that said permits and licenses be so
36 amended.

37 DATED this ___ day of February, 1981.

38 C. Steven Allred, Director
39 Department of Water Resources
40 State of Idaho

1 POWER OF ATTORNEY

2 Crystal Springs Ranch, Inc., an Idaho corporation,
3 hereby grants John A. Rosholt a special power of attorney to
4 do all things necessary to obtain the correcting amendments
5 to water licenses 36-7033 or 36-7164 issued to the
6 corporation.

7 DATED this 11 day of FEBRUARY, 1981.

8 L. R. Bylund
9 L. R. Bylund, President

10 ATTEST

11 Thomas G. Walker, Jr.
12 Secretary

13 STATE OF IDAHO)
14 County of Twin Falls) ss.

15 On this 11 day of FEBRUARY, 1981, before me, a
16 Notary Public for said county and state, personally appeared
17 L. R. Bylund, known to me to be the President of Crystal
18 Springs Ranch, Inc., an Idaho corporation, whose name is
19 subscribed to the within instrument and acknowledged to me
20 that he executed the same.

21 IN WITNESS WHEREOF, I have hereunto set my hand and
22 affixed my official seal the day and year first above written.

23 John A. Rosholt
24 NOTARY PUBLIC FOR IDAHO
25 Residing at Twin Falls

26 STATE OF IDAHO)
27 County of Twin Falls) ss.

28 On this 11 day of FEBRUARY, 1981, before me, a
29 Notary Public for said county and state, personally appeared
30 Thomas G. Walker, Jr., known to me to be the Secretary of
31 Crystal Springs Ranch, Inc., an Idaho corporation, whose name
32 is subscribed to the within instrument and acknowledged to me
that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal the day and year first above written.



KAYLYNNE FIELD
NOTARY PUBLIC - STATE OF IDAHO
Residing at Twin Falls, Idaho
Commission Expires 8-23-82

Kaylynne Field
NOTARY PUBLIC FOR IDAHO
Residing at Twin Falls

POWER OF ATTORNEY

M E M O R A N D U M

TO: Glen Saxton

FROM: Dave Tuthill DCT

DATE: February 10, 1981

RE: Place of Use of Licenses 36-7033 & 36-7164 and Permit 36-7653.

The U.S. Corps of Engineers is in the process of purchasing the fish propagation facilities described by the above referenced water rights from Valley Trout Farms, Inc., the current owner. In the process of the sale, the place of use shown for the water rights was found to be different from the legal description of the property on which the fish facilities are located.

To verify the validity of change in place of use, the Department staff has (1) re-examined the place of use (see attached examiner's report), (2) reviewed the files in detail (see attached synopsis), (3) verified ownerships through the county assessor (Joseph L. Burden had possessory interest in both the incorrect and the correct places of use at the time of filing the applications), and (4) documented the request for change (see attached letter).
(from John Rosholt 2-17-81)

In addition we have reviewed the aerial photos (which are very distorted due to the canyon elevation differences) and found no additional information.

Based on this analysis, I recommend that the Director approve amended licenses that correct the place of use for 36-7033 and 36-7164, and that the Operations Bureau Chief approve an Application for Amendment for Permit No. 36-7653, with no advertising necessary.

RECEIVED
FEB 11 1981
WATER RESOURCES DIVISION
U.S. ARMY CORPS OF ENGINEERS

HISTORY OF DEVELOPMENT OF FISH PROPAGATION WATER RIGHTS

AT

CRYSTAL SPRINGS RANCH, INC.

07/08/1968 Application No. 36-7033 filed by Joseph L. Burden.
08/12/1968 Protest filed by Idaho Power Company and Fish and Game Dept.
11/27/1968 Protest filed by Idaho Department of Fish and Game.
12/26/1968 Amended Application submitted by Joseph L. Burden.

02/20/1969 Hearing at Gooding County Courthouse.
12/08/1969 Memorandum Decision issued approving 36-7033.

03/03/1971 Proof due date extended to 01/01/1972 for 36-7033.
03/05/1971 Application No. 36-7164 filed by Joseph L. Burden.
09/22/1971 Application No. 36-7164 approved.
12/22/1971 Extension of Time requested for 36-7033.

03/14/1972 Petition to cancel permits 36-7033 and 36-7164 filed by
Clear Springs Trout Sales, Inc.
06/12/1972 Proof due date extended to 04/01/1974 for 36-7033.
06/16/1972 Petition to cancel permits 36-7033 and 36-7164 withdrawn by
Clear Springs Trout Sales, Inc.
06/23/1972 Permit 36-7033 assigned to Crystal Springs Ranch, Inc. ; 36-7164
07/17/1972 Order to Show Cause why 36-7033 and 36-7164 should not be
cancelled.
08/03/1972 Assignment of Permit No. 36-7033 and 36-7164 to Crystal Springs
Ranch, Inc. approved and Order to Show Cause quashed.

02/01/1974 Proof of Beneficial Use submitted for both 36-7164 and 36-7033.

05/01/1975 Field exam made for both 36-7164 and 36-7033.
08/08/1975 Licenses issued for both 36-7164 and 36-7033 in the name of
Crystal Springs Ranch, Inc.

11/03/1976 Application No. 36-7653 filed by Volley Trout Farms, Inc.

RECEIVED
MAY 1977

February 10, 1981

Classified in Reg. 1.100-11

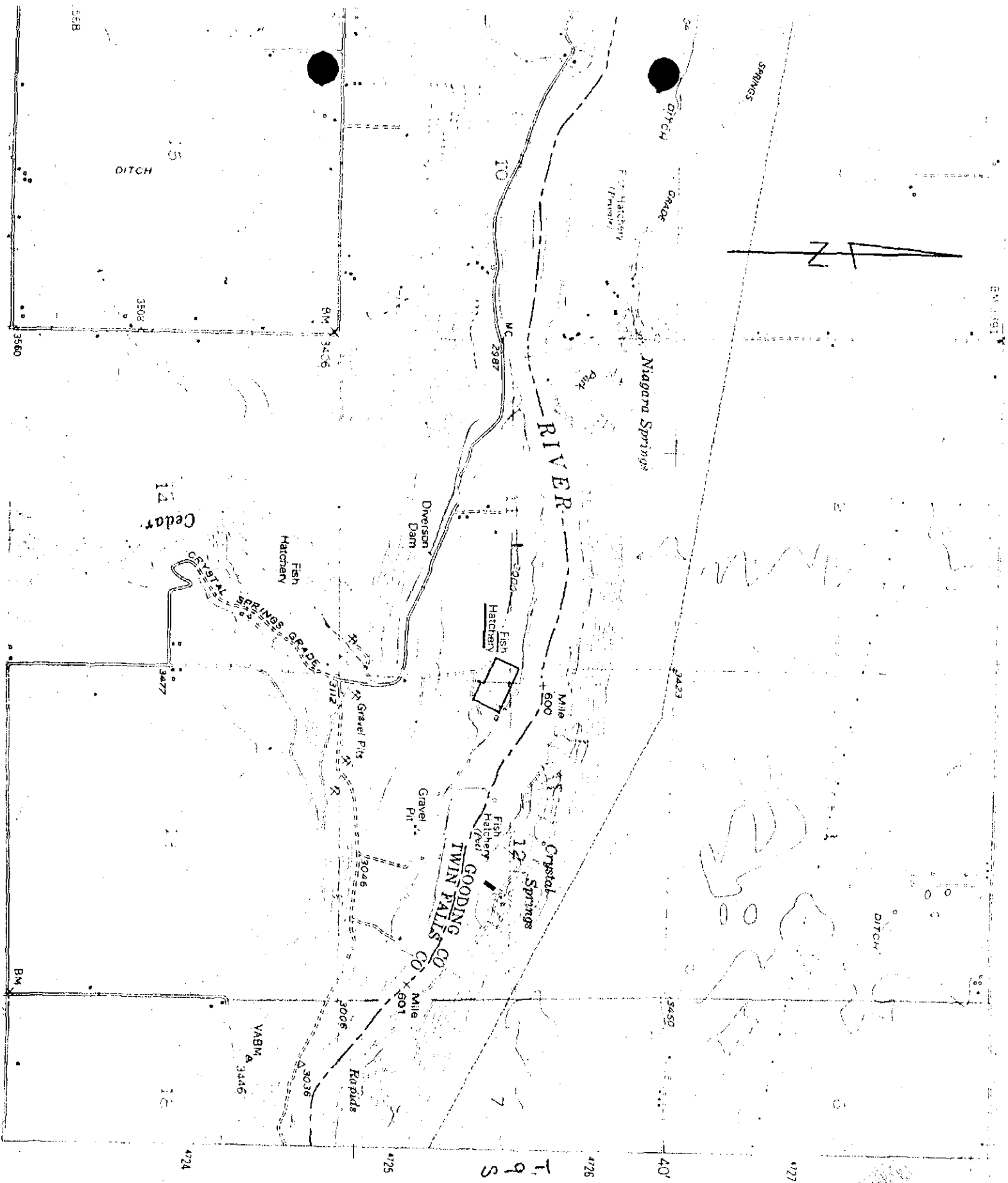
MEMORANDUM:

TO: File
FROM: Gary L. Underburg
Subject: Valley Trout Farms Fish Facilities

On February 6, 1981, I made a field trip to check the location of Valley Trout Farms, Inc., fish facilities at Crystal Springs. Butch Tadlock of Valley Trout Farms, Inc., met with me and we walked over the location originally filed for the fish facilities. There were no facilities nor were there signs of facilities constructed in the past. This ground is located on a hillside where large rocks, brush and a hayfield lays. It appears the applicant of the original application misinterpreted the legal description. The fish facilities are located in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ (Govt Lt. 7); NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 11; SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 12, T9S, R15E., which includes the Salt Grass Placer claim #2693. The ^{amendment} transfer lists the property ownership which includes the fish facilities. After reviewing with the assessor's office, the title fact office and Safeco Title Insurance Co., I feel the ~~transfers and the amendment~~ ^{is} are correct.

MICROFILMED

Q 15 E



Q 15 E

M E M O R A N D U M

TO: Permit No. 36-7653, License Nos. 36-7033 & 36-7164

FROM: Dave Tuthill *DRT*

DATE: February 6, 1981

RE: Place of Use

Due to a pending sale of property by Valley Trout Farms, Inc., the place of use for the above referenced water rights has been examined closely. A survey performed on 04/04/1977 by Don Welford Land Surveying (copy in file 36-7653) indicates that the actual place of use of the fish propagation facility is Lot 7 (SENE), NESE Sec. 11; SWNW, NWSW Sec. 12, T. 9 S., R. 15 E.

Per a memo from the senior agent who performed the licensing field exam (see file 36-7653), the place of use found by the Welford survey appears to be correct. Per a telecon he indicated that there is only one fish propagation facility in the area of concern.

Based on this information it appears that the appropriate course of action is to solicit an Application for Amendment for the permit, and issue two amended licenses, correcting only the place of use.

MICROFILMED

Do we have
any evidence
that we mailed
the exemption?

File Copy

February 5, 1981

Mr. William Henry
Corps of Engineers
Box 602
City-County Airport
Walla Walla, WA 99362

Dear Mr. Henry,

RE: License No.'s 36-7033 and 36-7164 and Permit No. 36-7653

I have personally reviewed the place of use descriptions for the above referenced water rights. Based upon the survey plat prepared by Don Wolford Land Surveying, I find that the descriptions of place of use on all three (3) water rights must be corrected.

We are currently preparing amended licenses for No.'s 36-7164 and 36-7033, and we are processing an amendment for Permit No. 36-7653. I foresee no reason why these documents will not be signed by the Director by February 6, 1981.

Sincerely,

DAVID R. TUTHILL, JR. P.E.
Supervisor, Water Allocation Section

DRT:mr

THIS
IS
SHOOT
1005

File Copy

February 5, 1981

Mr. William Henry
Corps of Engineers
Box 602
City-County Airport
Walla Walla, WA 99362

Dear Mr. Henry,

RE: License No.'s 36-7033 and 36-7164 and Permit No. 36-7653

I have personally reviewed the place of use descriptions for the above referenced water rights. Based upon the survey plat prepared by Don Wolford Land Surveying, I find that the descriptions of place of use on all three (3) water rights must be corrected.

We are currently preparing amended licenses for No.'s 36-7164 and 36-7033, and we are processing an amendment for Permit No. 36-7653. I foresee no reason why these documents will not be signed by the Director by February 6, 1981.

Sincerely,

DAVID R. TUTHILL, JR. P.E.
Supervisor, Water Allocation Section

DRT:mr

microfilm
This Sheet



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

C. STEPHEN ALLRED
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

February 5, 1981

Mr. Bill Henry
Corps of Engineers
Building 602, City-County Airport
Walla Walla, Washington 99362

Dear Mr. Henry:

Re: Permit No. 36-7653 and License Nos. 36-7033 and 36-7164

Pursuant to a request by Mr. Bob Weaver I have personally reviewed the place of use for the above referenced water rights. Based upon a telephone conversation with our field examiner and a 1977 survey by Don Welford Land Surveying it appears that the place of use of each of the rights should be modified to conform to the survey.

The necessary documentation to make the change is an Application for Amendment for the Permit, which has already been properly filed, and amended licenses which have been prepared. I foresee no reason why these documents will not be signed by the Director by February 6, 1981.

Sincerely,

DAVID R. TUTHILL JR., P. E.
Supervisor, Water Allocation Section

DRT:mr

Enclosures

MICROFILMED

February 5, 1981

Kenneth Ellis
% Valley Trout Farms, Inc.
Route 3, Box 50
Buhl, Idaho 83316

Dear Mr. Ellis,

Enclosed is a copy of 2 amended Licenses No.'s 36-7164 and 36-7033. Also a copy of the approved Amendment for Permit No. 36-7653.

Sincerely,

JIM JOHNSON
Water Distribution Supervisor

JJ:mr

cc: Bill Henry
Corps. of Engineers
Bldg. 602
City-County Airport
Walla Walla, WA 99362

Weaver & Dykas
130 N. Broadway
Buhl, Idaho 83316

UNRECORDED

FROM GARY FUNDERBURG

DATE Feb. 4, 1981

TO FILE

SUBJECT 1 Application FOR AMENDMENT (permit #36-7653)
2 ~~Application FOR TRANSFER (LIC #36-7164)~~
~~36-7033~~

THESE Applications ARE TO CORRECT THE LEGAL DESCRIPTION OF THE FISH FACILITY'S. THE ORIGINAL DESCRIPTION HAS BEEN FOUND TO BE INCORRECT DUE TO THE OFFSET OF SECTION 11 $\frac{1}{2}$ 12 ON THE NORTH & SOUTH SIDE OF THE RIVER.

Gary Funderburg
Sr. Wildlife Agent.
SIGNATURE

POWER OF ATTORNEY

Know all men by these presents, that VALLEY TROUT FARM, INC., an Idaho corporation, of Buhl, County of Twin Falls, Idaho, does hereby through its president and secretary appoint ROBERT C. WEAVER, of Buhl, County of Twin Falls, Idaho, as its attorney, for it and in its name to ask, demand, sue for, collect, recover and receive all sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever as are now or shall hereafter become due, owing, payable or belonging to it, and have, use and take all lawful ways and means in its name or otherwise for the recovery thereof, by attachments, arrests, distress or otherwise, and to compromise and agree for the same, and acquittances or other sufficient discharges for the same, for it and in its name to make, seal and deliver; to bargain, contract, agree for, buy, sell, mortgage, hypothecate, and in any and every way and manner deal in and with goods and merchandise, choses in action, and other property, in possession or in action, and to release mortgages on lands or chattels, and to make, do and transact all and every kind of business of what nature and kindsoever. Also, to bargain, contract, agree for, purchase, received, and take lands, tenements, hereditaments and accept the seizing and possession of all lands and all deeds and other assurances, and to lease, let, demise, bargain, sell, release, convey, mortgage and hypothecate lands, tenements, and hereditaments, upon such terms and conditions, and under such covenants, as he shall think fit and also for it and in its name and as its act and deed to sign, seal, execute and deliver and acknowledge such deeds, leases and assignments of leases, covenants, indentures, agreements, mortgages, hypothecations, bottomries, charter parties, bills of lading, bills, bonds, notes, receipts, evidences of debt releases, and satisfaction of mortgages, judgments and other debts, and such other instruments in writing of whatever kind or nature as may be necessary or proper in writing of whatever kind or nature as may be necessary or proper in the premises. Giving and granting unto ROBERT C. WEAVER, said attorney his substitute or substitutes, full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully as all intents and purposes as it might or could do. We, the president and secretary of Valley Trout Farm, Inc., do hereby ratify and confirm all that ROBERT C. WEAVER, said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, we have hereunto set our hands this 21st day of March, 1980.

K.E.

VALLEY TROUT FARM, INC.

By Kenneth Ellis
KENNETH ELLIS, President

ATTEST:

Brenda Ellis
BRENDA ELLIS, Secretary

82318

STATE OF IDAHO, COUNTY OF GOODING, ss.

Filed for record at the request of Weaver et al

5/ min. past 12 o'clock a M. this 27 day
of March 19 80

MARGARET F. CLEMENTS Recorder

Judy Daubner Deputy

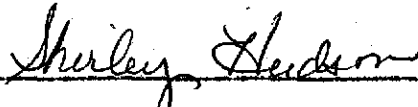
1
2
3 STATE OF IDAHO)

4 County of Twin Falls)

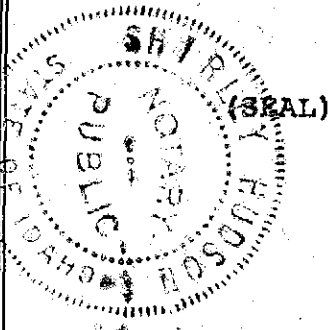
ss.

5 On this 21st day of ^{March}~~November~~, 19⁸⁰~~79~~, before me, the
6 undersigned, a Notary Public in and for said County and State,
7 personally appeared KENNETH ELLIS and BRENDA ELLIS, known to
8 me to be the President and Secretary, respectively, of VALLEY
9 TROUT FARM, INC., the corporation that executed the foregoing
10 instrument and acknowledged to me that such corporation executed
11 the same.

12 IN WITNESS WHEREOF, I have hereunto set my hand and
13 affixed my official seal, the day and year in this certificate
14 first above written.



Notary Public for Idaho
Residing at Buhl, Idaho



DEED

FOR VALUE RECEIVED, CRYSTAL SPRINGS RANCH, INC., a corporation duly organized and existing under the laws of the State of Idaho, Grantor, does hereby grant, bargain, sell and convey unto KEN ELLIS and BRENDA ELLIS, husband and wife, Grantee, the following described real estate, to-wit:

PARCEL A ← NOT INVOLVED w/ FISH PROP FACILITY

A parcel of land located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 12, Township 9 South, Range 15 East, Boise Meridian, Twin Falls County, Idaho and being more specifically described as follows:

Commencing at the Southwest Section Corner of Section 12, Township 9 South, Range 15 East, Boise Meridian; then N 2°34'14"E, 984.53 feet to the REAL POINT OF BEGINNING;

then S 77°08'45"E, 113.00 feet;

then N 22°47'38"E, 111.02 feet;

then N 10°02'13"E, 30.05 feet;

then N 76°35'05"W, 154.55 feet;

then S 8°05'51"W, 30.13 feet;

then S 1°56'46"W, 112.90 feet to the REAL POINT OF BEGINNING.

The gross area contained in this land as described above is 0.44 acre.

PARCEL B

A parcel of land located in portions of Lot 7 and the NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 11; Lots 9 and 10 and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 12, all in Township 9 South, Range 15 East, Boise Meridian; Twin Falls County, Idaho and being more specifically described as follows:

Commencing at the Southwest Section Corner of Section 12, Township 9 South, Range 15 East, Boise Meridian; then N 7°09'05"W, 1,383.37 feet to the REAL POINT OF BEGINNING;

then N 7°01'47"E, 780.97 feet;

then N 84°24'21"W, 22.22 feet;

then N 53°44'40"W, 717.69 feet;

then N 83°07'31"W, 284.71 feet;

then N 10°38'43"E, 411.55 feet the highwater line on the southerly bank of the Snake River;

MICROFILMED

1 then Southeasterly along the southerly bank of the
2 Snake River the following courses and distances:

3 S 83°45'43"E, 816.89 feet; S 79°02'15"E, 395.38 feet;
4 S 53°01'23"E, 563.77 feet; S 33°34'55"E, 143.37 feet;
5 S 50°33'57"E, 75.83 feet;

6 then S 27°06'46"W, 464.20 feet;

7 then N 81°09'24"W, 620.66 feet;

8 then S 1°08'09"W, 699.75 feet;

9 then N 78°38'10"W, 242.61 feet to the REAL POINT OF
10 BEGINNING.

11 The gross area contained in this land as described above is
12 29.78 acres.

13 Except: Those portions of U.S. Government Lots 9 and 10
14 said Section 12 contained within the above described parcel
15 and being approximately 5.08 acres in area.

16 TO HAVE AND TO HOLD the said premises, with their
17 appurtenances unto the said Grantee, their heirs and assigns
18 forever.

19 IN WITNESS WHEREOF, the Grantor, pursuant to a
20 resolution of its Board of Directors has caused its corporate
21 name to be hereunto subscribed by its President and its
22 corporate seal to be affixed by its Secretary this 30 day of
23 November, 1978.

24 CRYSTAL SPRINGS RANCH, INC.

25 By: LeRoy Bylund
26 LeRoy Bylund, President

27 ATTEST:

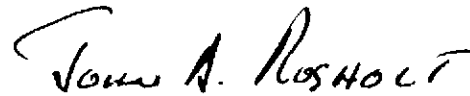
28 Otto Lynn
29 Otto Lynn, Secretary

30 STATE OF IDAHO)
31 County of Twin Falls) ss.

32 On this 30 day of November, 1978, before me,
the undersigned, a Notary Public in and for said County and
State, personally appeared LeROY BYLUND and OTTO LYNN, known to

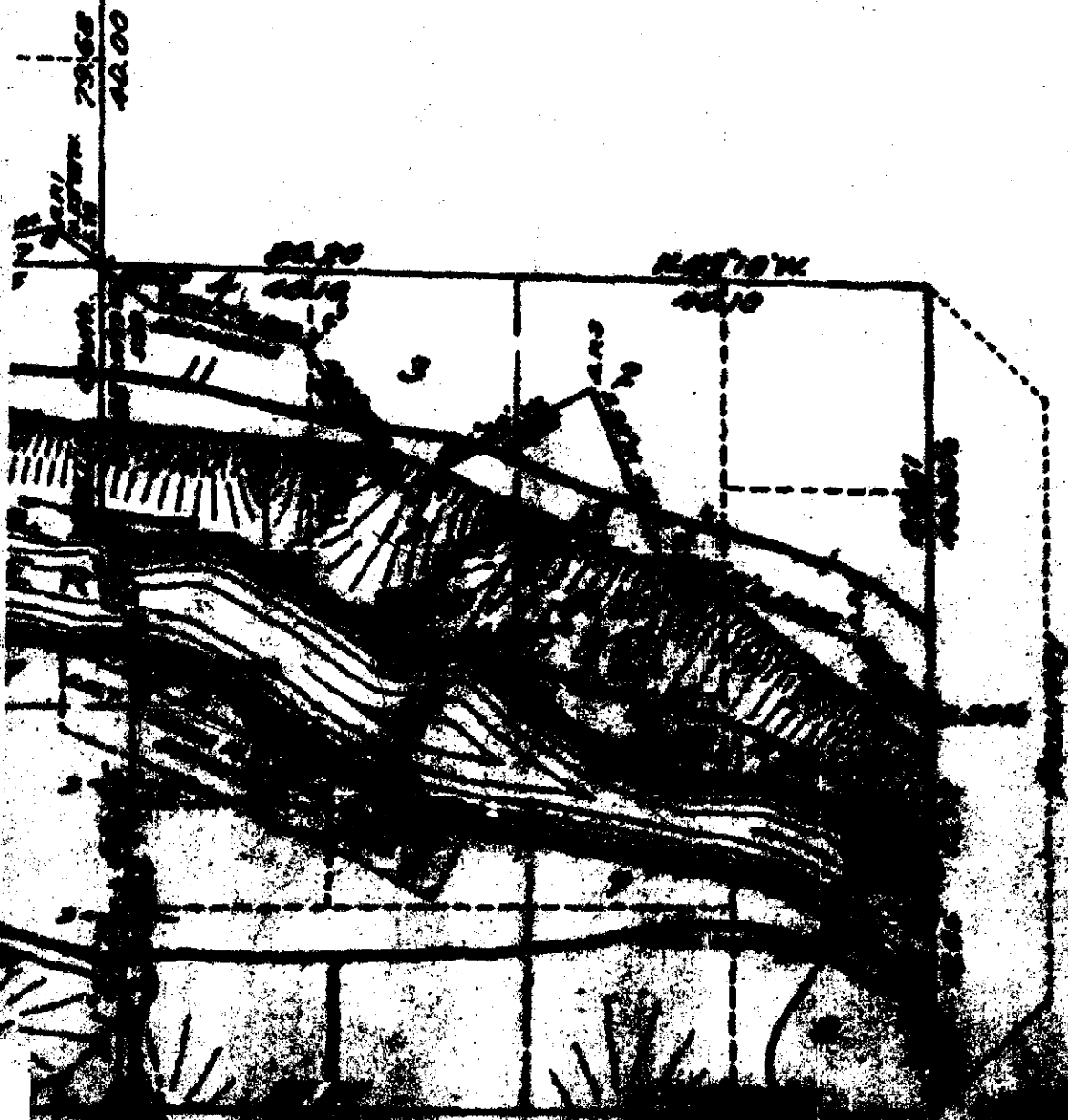
1 me to be the President and Secretary, respectively, of CRYSTAL
2 SPRINGS RANCH, INC., the corporation that executed the foregoing
3 instrument and acknowledged to me that such corporation executed
4 the same.

5 IN WITNESS WHEREOF, I have hereunto set my hand and
6 affixed my official seal, the day and year in this certificate
7 first above written.

8
9 

10 NOTARY PUBLIC IN AND FOR IDAHO
11 Residing at: Twin Falls

The resurvey represented by this plat was made for the purpose of defining the areas of public lands lying between the old erroneous meander lines of both banks of the Snake River, and in all cases except where new areas are shown upon this plat, the titles and areas based upon any formerly approved plat of this township remain undisturbed for position and description.



June 11, 1979

Valley Trout Farms, Inc.
Route 3, Box 50
Buhl, ID 83316

Gentlemen:

Re: Permit No. 36-7653

Enclosed is the request for extension of time you recently submitted.

Please be advised that I made an error and you should not have been notified that proof of beneficial use is due until June 1, 1982. I apologize for the inconvenience.

If you have any questions concerning this matter, please contact me.

Sincerely,

RITA FLECK
Sr. Secretary

Enc: 1



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 373 W. Franklin Street, Boise, Idaho

JOHN V. EVANS
Governor

C. STEPHEN ALLRED
Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 384-2215

CERTIFIED MAIL

March 30, 1979

Re: Permit No. 36-7653

100742

Valley Trout Farms, Inc.
Route 3, Box 50
Buhl, ID 83316

Gentlemen:

One of the conditions of approval of your water Permit No. 36-7653 (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 June 1, 1979. 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.


RITA FLECK
Water Rights

Encl: Proof affidavit

MICROFILMED

July 13, 1977

Re: Permit No. 36-7653

Valley Trout Farms, Inc.
Route #3
Box 50
Buhl, ID 83316

Dear Sirs:

Enclosed is a copy of your approved Application for Permit No. 36-7653 . 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

Enclosure: Copy of permit

RECORDED
INDEXED

IDAHO DEPARTMENT of PARKS & RECREATION

Statehouse Mail

2177 Warm Springs Ave.

Boise

Idaho

83720

(208) 384 - 2154

Dale R. Christiansen, Director
R. P. Peterson, Deputy Director



John V. Evans, Governor

May 5, 1977

RECEIVED

MAY 21 1977

Department of Water Resources
Sawtooth District Office

Mr. Mike Steele
District Engineer
Dept. of Water Resources
1041 Blue Lakes Blvd.
Twin Falls, ID 83301

Dear Mike:

The Idaho Department of Parks and Recreation is withdrawing its protests on Valley Trout Farm's application #36-7653 at Crystal Springs.

Sincerely,

A handwritten signature in cursive script, appearing to read "Dale R. Christiansen".

Dale R. Christiansen
Director

rvk



DATE 12-13-76

FROM Gary Funderburg

TO File

SUBJECT Application No. 36-7653 - Valley Trout Farms, Inc.

On 12-9-76, I made a field trip to the location of the proposed application, Permit 36-7653, surface water (Crystal Springs). The applicant proposes to collect water from the springs that are running around and through the existing structure that is used for collecting the water for fish propagation. The water is conveyed across the Snake River through a pipeline and is used for raising fish on the other side of the river. The water that runs through the existing structure, and the additional water will be picked up from springs above existing ponds that are owned and controlled by the Idaho Department of Parks and Recreation. From talking with the applicant, the ponds will continue to have sufficient flow of water for the Idaho Department of Parks and Recreation use. To collect the water, concrete wing walls will need to be constructed to catch the water, and grouting will be required to stop any leak where the water is now escaping through existing structures.

SIGNATURE

MICROFILMED

IDAHO DEPARTMENT of PARKS & RECREATION

Statehouse Mail

2177 Warm Springs Ave.

Boise

Idaho

83720

(208) 384 - 2154

Dale R. Christiansen, Director
R. P. Peterson, Deputy Director



Cecil D. Andrus, Governor

December 7, 1976

RECEIVED

DEC 9 1976

Department of Water Resources
Southern District Office

Mr. Michael L. Steele
Southern Region Supervisor
State of Idaho
Dept. of Water Resources
1041 Blue Lakes Blvd. North
Twin Falls, ID 83301

Dear Mr. Steele:

It has come to my attention that the Valley Trout Farm has filed Water Application #36-7653 for 69 cfs of water from Crystal Springs. Since our Department is very concerned with maintaining the beauty and recreation potential of the Crystal Springs area, we are definitely opposed to any additional diversion of waters from that area. Diversion of 69 cfs of water would virtually destroy the two lakes and the fishery that presently exists for the general public.

As you know, recreational use of water was established as a beneficial use of water by Idaho Code 67-4307 and upheld by the Idaho Supreme Court in 1974.

It was the understanding of our Department staff that all waters not already appropriated in the Niagara Crystal Springs area had been filed on by our Department subsequent to the above cited legislation. However, in checking our files we find that Crystal Springs was not included in the legislation and therefore was inadvertently left out of our water applications. Crystal Springs is an integral part of the Thousand Springs area and should be protected.

I am therefore filling this protest against any additional waters being appropriated out of the Niagara Crystal Springs area, in hopes the application by Valley Trout Farm will be denied.

Also, it is our intention to immediately file an application for any unappropriated waters remaining in the Niagara Crystal Springs stream flow.

Sincerely,


Dale R. Christiansen
Director

rvk

cc: Keith Higginson

EQUAL OPPORTUNITY EMPLOYER



STATE OF IDAHO

DEPARTMENT OF PARKS AND RECREATION

STATE HOUSE
2263 WARM SPRINGS AVE.
BOISE, IDAHO 83720

December 3, 1976

RECEIVED

DEC 9 1976

Department of Water Resources
Southern District Office

Mr. Michael L. Steele
Southern Region Supervisor
State of Idaho
Dept. of Water Resources
1041 Blue Lakes Blvd. North
Twin Falls, Idaho 83301

Re: Water Application #36-7653
Filed for 69 cfs of water from Crystal Springs
Valley Trout Farm, Route 3, Box 50, Buhl, Idaho

Dear Mr. Steele:

This letter is to protest the above application to divert additional water from Crystal Springs.

The remaining water in Crystal Springs is needed to keep the two existing lakes filled and from becoming a grown in bog. The remaining water is also needed to keep the fishery intact that is there now. Water from these springs flow into the Snake River and the area over the years has become a favorite trout fishery of many people from the Magic Valley area. The aesthetics of the spring area and the existing fishery have prior rights to this water, and should not be destroyed by using the water elsewhere.

Recreational use of water (both aesthetic and fishing) has been established as beneficial by Idaho Code 67-4307 and was upheld by the Idaho State Supreme Court in 1974.

The approximately 50,000 visitors that used the Niagara Crystal Springs area in 1976 plus the recreational users of the future should be considered when reviewing this application.

Sincerely,

Rick Cummins, Park Manager
Malad Gorge State Park
Route 1
Hagerman, Id. 83332

cc: Larry Stevens
Dist. Supvr.

EQUAL OPPORTUNITY EMPLOYER

December 10, 1976

Valley Trout Farms, Inc.
Route #3 - Box 50
Buhl, Idaho 83316

Re: Application for Permit No. 36-7653 - Valley Trout Farms, Inc.

Gentlemen:

We have enclosed a copy of the protest filed against the issuance of a permit pursuant to your Application No. 36-7653. You should be aware that the following are the principle items we can consider at a conference and/or hearing in either approving or denying an application for permit (Section 42-203, Idaho Code):

1. Will the proposed use reduce the quantity of water under existing water rights?
2. Is the proposed water supply insufficient for the purposes intended?
3. Is the application made in good faith or for delay or speculative purposes?
4. Has the applicant sufficient financial resources with which to complete the project?

A permit issued by this office is subject to all prior water rights and does not in any way convey or establish a right-of-way over private or governmental lands. Any right-of-way or easement must be obtained by the applicant through action outside of the water right proceedings.

You will be notified at a later date as to the time and place set for a conference and/or hearing to discuss the matters of protest. Legal counsel is not mandatory at any proceeding before the Department, although you may desire to employ an attorney in your behalf.

If we may be of any assistance, please contact us.

Very truly yours,

Michael L. Steele
Southern Region Supervisor

MLS:lm
Enclosure

cc: IDWR - Boise

December 10, 1976

Rick Cummins, Park Manager
Malad Gorge State Park
Route #1
Hagerman, Idaho 83332

Re: Application for Permit No. 36-7653 - Valley Trout Farms, Inc.

Dear Mr. Cummins:

This is to acknowledge receipt of your protest to issuance of a permit pursuant to the above referenced application. The following are the principle items we can consider at a conference and/or hearing in either approving or denying any application for permit (Section 42-203, Idaho Code):

1. Will the proposed use reduce the quantity of water under existing water rights?
2. Is the proposed water supply insufficient for the purposes intended?
3. Is the application made in good faith or for delay or speculative purposes?
4. Has the applicant sufficient financial resources with which to complete the project?

The department may reject an application and refuse issuance of a permit, partially approve the permit, approve the permit for a quantity of water less than applied for, or approve the permit subject to special conditions.

A permit issued by this office is subject to all prior water rights and does not in any way convey or establish a right-of-way over private or governmental lands. Any right-of-way or easement must be obtained by the individuals concerned through action outside of the water right proceedings.

You will be notified at a later date as to the time and place set for conference and/or hearing to discuss the matters of protest. If we may be of further assistance, please contact us.

Very truly yours,

Michael L. Steele
Southern Region Supervisor

ML

cc: IDWR - Boise

December 10, 1976

Dale R. Christiansen, Director
Idaho Department of Parks & Recreation
2177 Warm Springs Avenue
Boise, Idaho 83720

Re: Application for Permit No. 36-7653 - Valley Trout Farms, Inc.

Dear Mr. Christiansen:

This is to acknowledge receipt of your protest to issuance of a permit pursuant to the above referenced application. The following are the principle items we can consider at a conference and/or hearing in either approving or denying any application for permit (Section 42-203, Idaho Code):

1. Will the proposed use reduce the quantity of water under existing water rights?
2. Is the proposed water supply insufficient for the purposes intended?
3. Is the application made in good faith or for delay or speculative purposes?
4. Has the applicant sufficient financial resources with which to complete the project?

The Department may reject an application and refuse issuance of a permit, partially approve the permit, approve the permit for a quantity of water less than applied for, or approve the permit subject to special conditions.

A permit issued by this office is subject to all prior water rights and does not in any way convey or establish a right-of-way over private or governmental lands. Any right-of-way or easement must be obtained by the individuals concerned through action outside of the water right proceedings.

You will be notified at a later date as to the time and place set for conference and/or hearing to discuss the matters of protest. If we may be of further assistance, please contact us.

Very truly yours,

Michael L. Steele
Southern Region Supervisor

MLS:lm

cc: IDWR - Boise

215
245
\$460

DEPARTMENT OF WATER RESOURCES
- STAFF ANALYSIS -

Item Initial Date

Application No. 36-7653

- ☒ 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) AS 11-8-76

(2) AS 11-8-76

(3) AS 11-8-76

(4) ADM 11-8-76

(5) _____

(6) _____

(7) _____

(8) _____

(9) _____

(10) _____

(11) _____

(12) _____

(13) mls 5-12-77

(14) mls 5-12-77

In form to receipt

Send Copies to:

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

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

In form for advertising

Platted on Map No. _____

Located within Water District No. _____

Critical groundwater area: yes _____ no ☒

Groundwater levels:

_____ Declining, ☒ Stable, _____ Increasing

(comment) _____

Other rights on the same place of use

Comments: _____

Affidavit of Publication received(date) 11-26-76

Final date for protests December 6, 1976

Protests received: yes ☒ no _____

All requested information received from agencies or applicant: protest removed 5-11-77
yes _____ no _____

Action recommended:

☒ Approve _____ Deny

_____ Proposed Priority

_____ Reason for Reduction

☒ Measuring device required

_____ See attached sheet for other conditions of approval

_____ No special conditions for approval

(15) District Southern By Michael Steele Date 5-12-77

note: protest
removed 5-11-77
attached.

Copy sent to Boise 11-8-76

November 8, 1976

Gooding County Leader
Box 56
Gooding, Idaho 83330

Re: Application for Permit No. 36-7653 - Valley Trout Farms, Inc.

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 ample 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.

In order to receive payment, an affidavit of publication must be submitted to the Department along with the publication bill.

Sincerely,

Michael L. Steele
Southern Region Supervisor

MLS:Im

Encl.

Bill submitted: 12-3-76

MICROFILMED

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Valley Trout Farms, Inc.

Route #3 - Box 50, Buhl, Idaho 83316

has on 11-3-76 submitted Application No. 36-7653

for a permit to appropriate 69.0 cubic feet per second ~~xxxxxx~~

of water from Crystal Springs

by means of concrete headbox with pipeline to fish ponds

within the SE $\frac{1}{4}$ NW $\frac{1}{4}$ (Lot 12), Sec. 12, Twp. 9S, Rge. 15E., B.M., Gooding County

to be used from Jan. 1 to Dec. 31

for Fish Propagation

within the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 12, Twp. 9S, Rge. 15E., 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, 1041 Blue Lakes Blvd., North, Twin Falls, Idaho, 83301 on or before December 6, 1976.

R. KEITH HIGGINSON

Director

Published in the Gooding County Leader

November 18

and

November 25, 1976.

MICROFILMED

LEGAL — le

**NOTICE OF APPLICATION
FOR WATER PERMIT**

Notice is hereby given that Valley Trout Farms, Inc., Route #3, Box 50, Buhl, Idaho 83316 has on 11-3-76 submitted Application No. 36-7653 for a permit to appropriate 69.0 cubic feet per second of water from Crystal Springs by means of concrete headbox with pipeline to fish ponds within the SE $\frac{1}{4}$ NW $\frac{1}{4}$ (Lot 12), Sec. 12, Twp. 9S, Rge. 15E., B.M., Gooding County to be used from Jan. 1 to Dec. 31 for Fish Propagation within the SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 12, Twp. 9S, Rge. 15E, 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, 1041 Blue Lakes Blvd., North, Twin Falls, Idaho, 83301 on or before December 6, 1976.

/s/ R. Keith Higginson
Director

Pub: 11-18, 22