

State of Idaho
Department of Water Resources
ASSIGNMENT OF PERMIT

RECEIVED
JAN 25 1982

Department of Water Resources
Eastern District Office

I, Spencer W. Toone, hereby assign to William H. Toone III
of Box 820 Arco, Idaho 83213
Address

CHECK ONE ☒ All my right, title, and interest in and to Permit No. 34-7233
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 25 day of Jan, 19 82.

Spencer W. Toone
Permit Holder

Spouse of Permit Holder

State of Idaho)
County of Bonneville) ss.

On this 25th day of January, 19 82, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged to me
that he (she) (they) executed the same.

seal

William H. Toone
Notary Public residing at
Idaho Falls, ID

My commission expires:
6/15/85

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

APPROVED

To appropriate the public waters of the State of Idaho

1. Name of applicant Spencer W. Toone Phone 527-3205
Post office address P. O. Box 820, Arco, Idaho 83213
2. Source of water supply groundwater which is a tributary of _____
(2 points)
3. Location of point of diversion is NW % of NW % of Section 26 Township 4N
Range 26E B.M. Butte County, additional points of diversion if any: _____
4. Water will be used for the following purposes:
Allow 3.38 10-15-79 J.J.
Amount 3.38 for Irrigation purposes from 4/1 to 11/1 (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)
5. Total quantity to be appropriated:
Allow 3.38 10-15-79 J.J. *See Remarks
3.38 cubic feet per second and/or b. _____ acre-feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps headgates, etc. Two wells, pumps & sprinkler system

b. Height of storage dam _____ feet, active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet, materials used in storage dam: _____
Period of year when water will be diverted to storage _____ to _____ inclusive.
(Month/Day) (Month/Day)
c. Proposed well diameter is 18 inches; proposed depth of well is 20 feet.
7. Time required for the completion of the works and application of the water to the proposed beneficial use is five years (minimum 1 year - maximum 5 years).
8. Description of proposed uses:
a. If water is not for irrigation:
(1) Give the place of use of water: _____ % of _____ % of Section _____ Township _____
Range _____ B.M. _____
(2) Amount of power to be generated: _____ horsepower 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: _____

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

[illegible]

Total number of acres to be irrigated 185 169

c. Describe any other water rights used for the same purposes as described above. License G-29000

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

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

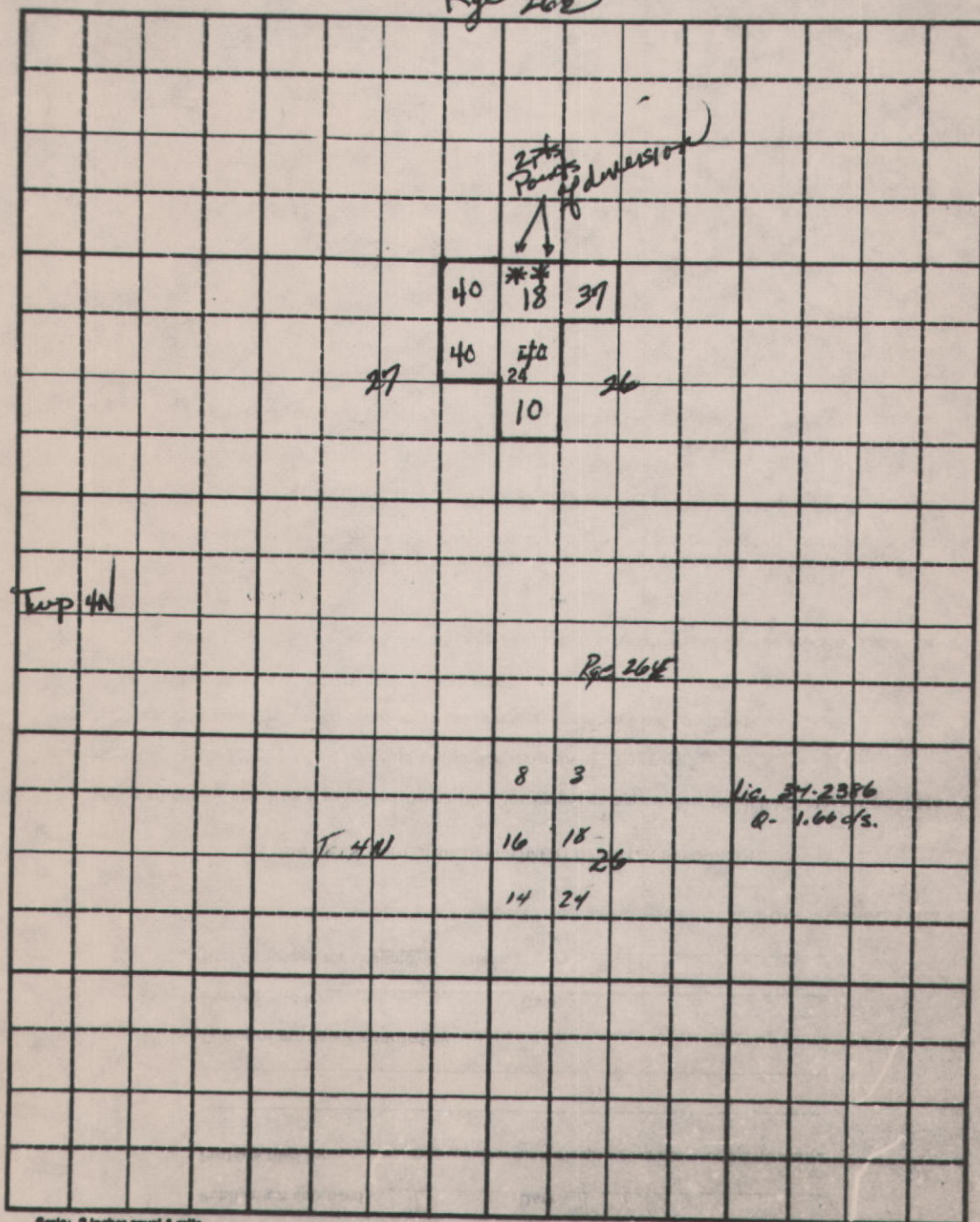
2. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing

10. Remarks * Amount adjusted to not exceed 0.02 cfs/ac overlap with License No.

34-2386

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

Range 26E



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.

Spencer W. Jones
(Applicant)

Exposed Priority 8/5/79

Received by dh Date 8-15-79 Time 10:30 a.m.
Preliminary check by ARK Fee \$ 65.00
Receipted by dh Date 8-15-79 # 13663
Publication prepared by dh Date 8-16-79
Published in Arco Advertiser
Publication dates August 23 & 30, 1979
Publication approved 9D Date 9/20/79
Protests filed by: _____

Copies of protests forwarded by _____
Hearing held by _____ Date _____
Recommended for approval denial by EMC gmi

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. 34-7233, 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 October 1, 19 84.
 - c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.
 - d. Other: (1) An access port or other device as specified by the Department shall be installed by the permit holder to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.

Witness my hand this 16 day of October, 19 79.

David R. Tuttle (ACTING)
Chief, Operations Bureau

Affidavit of Publication

LeElls Cammack
of the Arco Advertiser, a weekly newspaper of
general circulation, published weekly at Arco,
Idaho, since March, 1909, do solemnly swear that
a copy of this notice, per clipping attached, was
published weekly in the regular and entire issue
of said newspaper, and not in any supplement
thereof.

for 2 consecutive weeks, commencing with
the issue dated 8-23-79
and ending with the issue dated 8-30-79.

LeElls Cammack

Subscribed and sworn to before me this

day of Sept, 1979

Notary Public

Residence: Arco, Idaho.

My commission expires 4/1, 1980.

PUBLIC NOTICE

NOTICE OF APPLICATION FOR WATER RIGHT

Notice is hereby given that the
following applications have been
submitted for permit to appropriate
the public waters of the State of
Idaho:

33-7069

MAYS, ROBERT R.
HOWE, ID 83244
Source: GROUNDWATER
Date Filed: 08-13-1979
Amount: 8.00 CFS
Diversion Point: NENW Sec 10 T
64N R 29E, BUTTE Co.
Use: IRRIGATION — (8.00 CFS)
from 04-01 to 11-01
Place of Use: NENE NWNE
SWNE SENE NENW NWNW
SWNW SENW Sec 12 T 65N R 29E
NENE NWNE SWNE SENE SWNW
SENE Sec 11 T 65N R 29E FOR 560
ACRES
Diversion Means: WELL, PUMP
& PIPELINE

34-7232

TOONE, SPENCER W.
P. O. BOX 835, ARCO, ID 83213
Source: GROUNDWATER
Date Filed: 08-15-1979
Amount: 3.70 CFS
Diversion Point: NWNW Sec 26 T
64N R 24E, BUTTE Co.
Use: IRRIGATION — (3.70 CFS)
from 04-01 to 11-01
Place of Use: NENW NWNW
SWNW NWSW Sec 26 T 64N R 24E
NENE SENE Sec 27 T 64N R 24E
FOR 185 ACRES
Diversion Means: (2) WELLS,
PUMPS & SPRINKLER SYSTEM

34-7234

TOONE, SPENCER W.
BOX 835, ARCO, ID 83213
Source: GROUNDWATER
Date Filed: 08-15-1979
Amount: 1.50 CFS
Diversion Point: SESE Sec 34 T
65N R 26E SWNE Sec 10 T 65N R
29E (REDIVERSION) BUTTE Co.
Use: IRRIGATION (1.50 CFS)
from 04-01 to 11-01
Place of Use: NENW NENW
NWSW Sec 10 T 65N R 29E FOR 90
ACRES
Diversion Means: WELL, PUMP
& SPRINKLER SYSTEM

If issued, the permits will be
subject to all prior water rights.
Protests against the granting of any
permit must be filed with the
Director of the Idaho Department
of Water Resources, 1516 Lincoln
Road, Idaho Falls, Idaho 83401, on or
before SEPTEMBER 10, 1979.

C. STEPHEN ALLRED

Pub. 8-23-79, 1979

SEP 20 1979

Department of Water Resources
Eastern District Office

80-A

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No. 34-07233

1. Owner: FARMERS HOME ADMINISTRATION

Phone No. (208) 527-3486

Current Address: P.O. Box 656, ARCO IDAHO 83213

2. Accompanied by: _____

EXAM. DATE: 3-29-91

Address: _____

Phone No. _____

Relationship to Permit Holder: _____

3. Source: GROUNDWATER tributary to _____

*Rec'd in
S.O. 7-28-91*

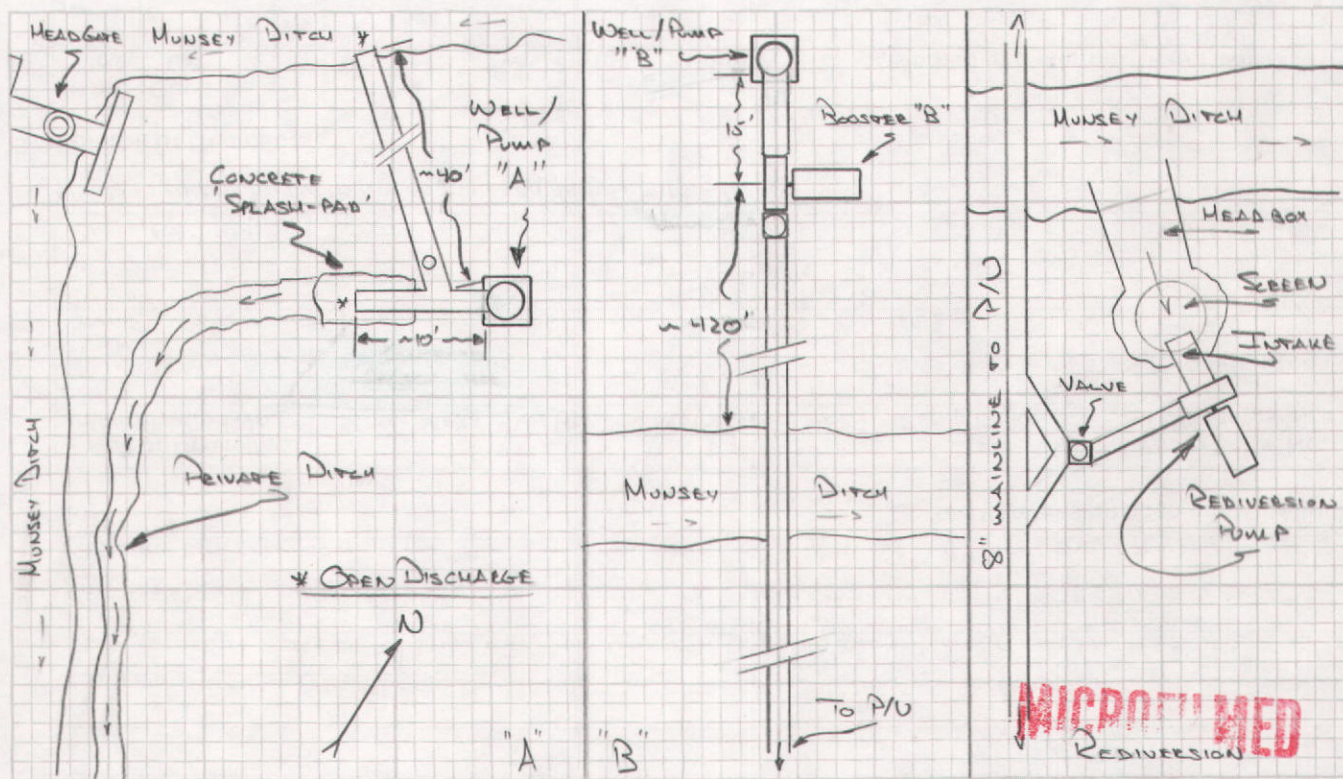
B. OVERLAP REVIEW

1. Other water rights with same place of use: SEE SRBA Notices: A34-02386, 00264 AND 00265 ☐ Copies Attached

2. Other water rights with same point of diversion: 34-02386 ☒ 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" = _____

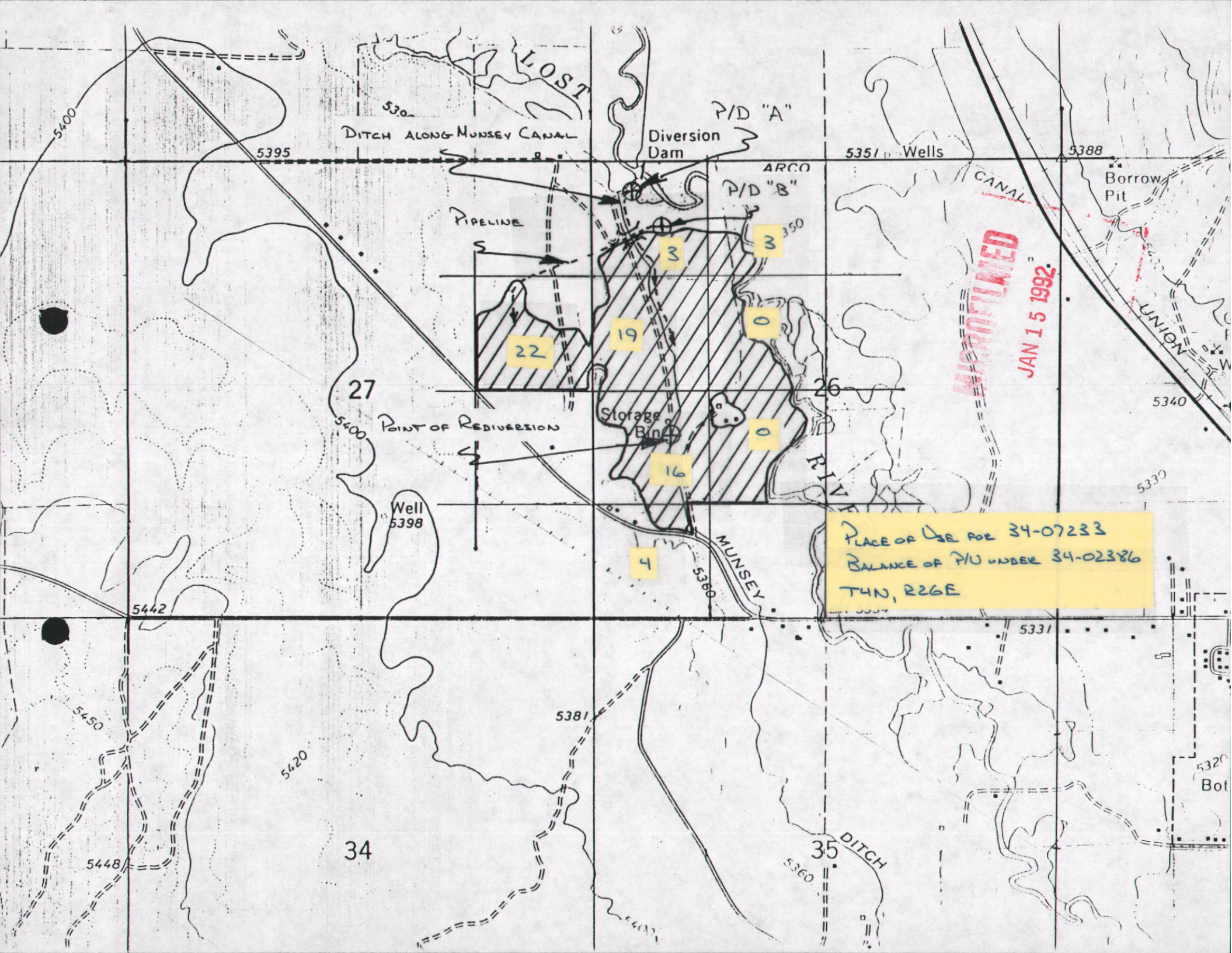
JAN 15 1992

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

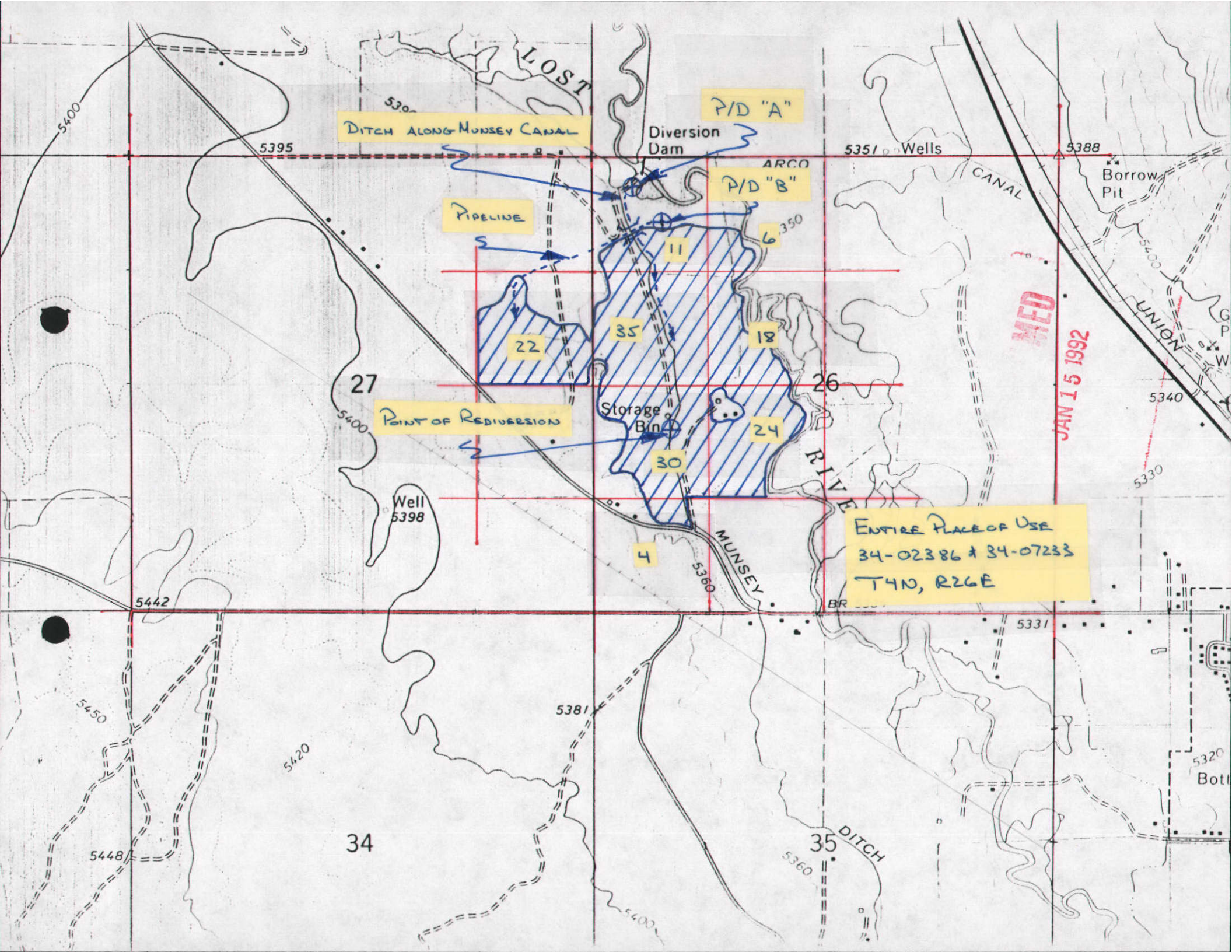
☒ Photo of Diversion and System Attached

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

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



PLACE OF USE FOR 34-07233
BALANCE OF P/U UNDER 34-02386
T4N, R26E





POINT OF DIVERSION "A"

POINT OF DIVERSION "B"

POINT OF REDIVERSION

ENTIRE P/U 34-02386 & 34-07233
T4N, R26E

JAN 15 1992

T
4
N

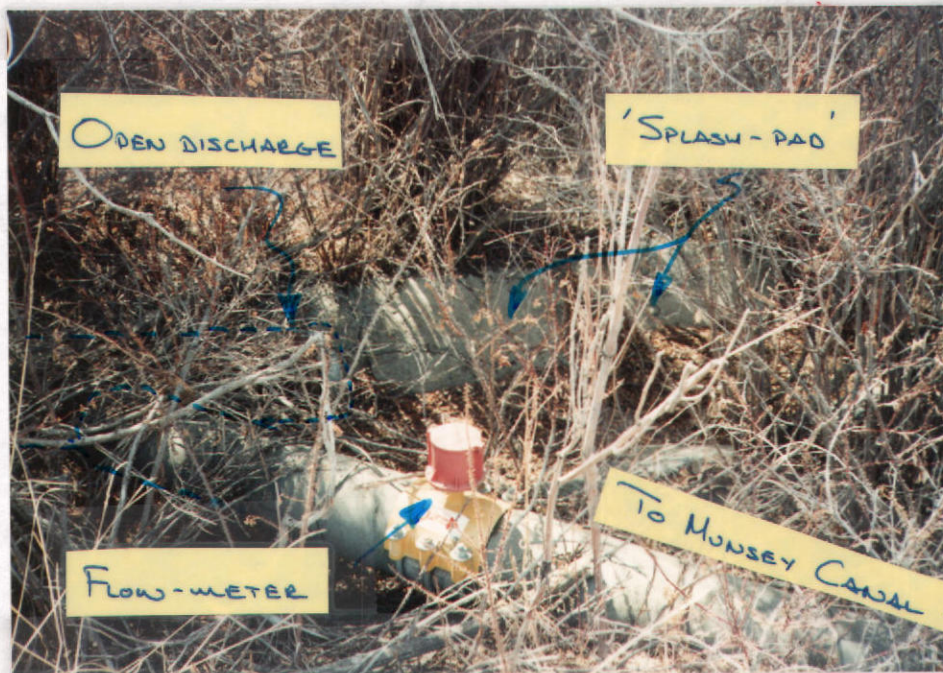
R26E



POINT OF DIVERSION "A"

MICROFILMED

JAN 15 1992



P/D "A" - OPEN DISCHARGE & LINE TO MONSEY CANAL

34-07233



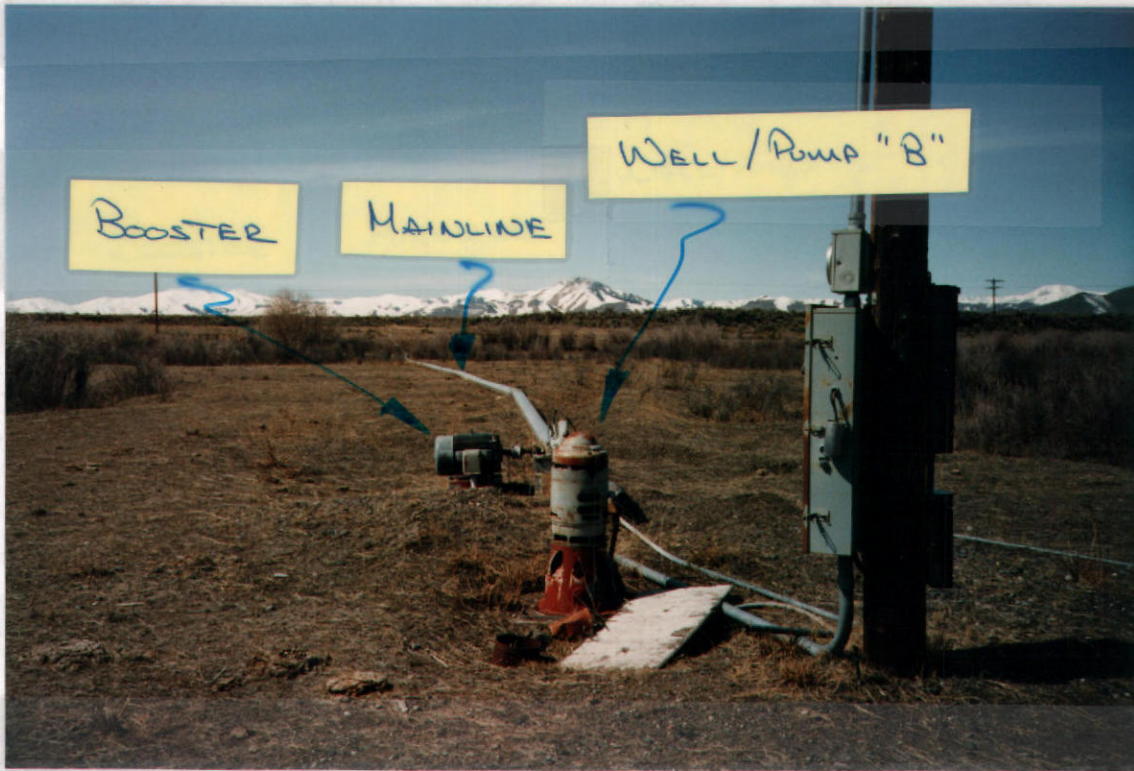
POINT OF REDIVERSION - PUMP, MOTOR, MAINLINE

JAN 15 1992



POINT OF REDIVERSION - HEADBOX, SCREEN

34-07233



POINT OF DIVERSION "B" (VIEW 1)



POINT OF DIVERSION "B" (VIEW 2)

FILMED
JAN 15 1992

34-07233

MICROFILMED

L 20

32.0

3.

A-602
K. Rish
602-A
A.G. 51A

203

6.

A 219

A-480
Leonard Price
480-A

A-479
R. Snyder 10.0

35.0

18.0

A-35
S. Toone
7-18

A-477
Bob McCully
477-A

A-478
J. Stewart
478-A

27 26

22 23

215

A-246
E. Tech
446-A

THOMAS
3.0
3.0
3.0
Parker

CUMMINGS

604
24
C



MICROFILMED

SALES PROPOSAL-ORDER

LEON POWELL

LEON POWELL — 554-3153

▲ 本報記者 陳其南 專訪 林建榮

No. 4
ORDER NUMBER

DATE 3/11/82

SOLD TO: **Bill Toone**

ADDRESS: **Arco**

APPX.
DELIVERY DATE

[illegible]

1. Describe trade-in
2. If Seller is to deliver or install the equipment and circumstances are encountered which increase such costs, these additional costs will be added to the balance due and be paid by Purchaser. Seller is granted permission to clear terrain to install buried collateral, and will backfill any digging, but will not be required to restore trees, grass or other cover to the backfill.
3. ☐ Seller ☐ Purchaser shall install the collateral. The same shall be delivered by Seller to Purchaser at and be installed and remain on the following described real property. (Use legal desc. — e.g. SE ¼ NE ¼, Sec. 8, Tnp. 3 N, R 42 EBM):
4. Balance Payable: ☐ in cash payable on or before 19.....
☐ term purchase agreement payable in consecutive (monthly, annual) installments commencing 19....., on Seller's standard purchase money security agreement.

Sub-Total

Trade-in

**Cash Paid
With Order
20%**

Balance

5. Any price increases between Seller and its suppliers on any materials or labor listed hereon, which occur between the date hereof and date of delivery to Purchaser will be passed on to and paid by Purchaser. This order shall not be binding on Seller until accepted and signed by a duly authorized agent of Seller; and this order may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

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

7. Purchaser agrees that title and risk of loss to collateral sold hereunder pass to Purchaser at Seller's (or common carrier's) place of business immediately upon identification of the collateral to the order and prior to delivery to, or installation at, Purchaser's premises; and confirms that the collateral will be used by him directly and primarily in the process of producing tangible personal property by mining, manufacturing processing, or for farming.

8. Purchaser warrants the trade-in to be free of all liens and encumbrances; that he has read the above order in its entirety, both front and back pages and attachments, if any; has received a true completed copy hereof; that his signature hereon makes this a firm offer on his part to purchase the collateral; that if this offer is accepted by Seller by signature hereon, by delivery of all or any part of the collateral, or otherwise, he has read, understands and agrees to all of the terms and conditions hereof, including but not limited to the SPECIAL TERMS AND CONDITIONS on the reverse side and item 5 above; and that all terms and blanks were filled in prior to signing this order.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION. ALL OF THE TERMS, CONDITIONS AND PROVISIONS ON THE REVERSE SIDE FORM A PART HEREOF.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status, and after March 23, 1977, on the basis of race, color, religion, national origin, age, receipt of public assistance or the exercise of rights under the Consumer Credit Protection Act. The Federal agency which administers compliance with this law concerning retail sellers is the Federal Trade Commission, Washington, D.C. 20580.

☐ A separate Equal Credit Opportunity Act notice is attached for any other lender.

In submitting the foregoing application, I guarantee its accuracy with the intent that it be relied upon by the seller or lender in extending credit or service to me. I warrant that I have no known obligations, direct or contingent, which have not been set forth hereon; and that I have not knowingly withheld any material information of an adverse nature. I hereby authorize you to obtain such credit information and verification as you may require.

Accepted:

Purchaser

Seller

THANK YOU! WE APPRECIATE YOUR BUSINESS!

February 5, 1982

RE: Permit No. 34-7233

William H. Toone III
Box 820
Arco, ID 83213

Dear Mr. Toone:

This is to acknowledge receipt of the assignment conveying the above referenced permit to you. The assignment has been recorded and the Department's records changed accordingly.

Enclosed for your records is a copy of the permit. Please note the conditions of approval on the fourth page.

Sincerely,

JIM JOHNSON
Water Distribution Supervisor

JJ:lw
Enclosure

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 34-07233

Priority: March 6, 1986

Maximum Diversion Rate: 1.34 CFS
Maximum Diversion Volume: 201.0 AF

This is to certify, that U.S. DEPT. OF AGRICULTURE
FARMERS HOME ADMINISTRATION
101 W. GRAND AVE.
P.O. BOX 656
ARCO ID 832130000

has complied with the terms and conditions
of the permit, issued pursuant to Application for Permit dated August 15, 1979; and
has submitted Proof of Beneficial Use on March 6, 1986. An examination indicates
that the works have a diversion capacity of 4.200 cfs of water from a **GROUNDWATER**
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>
IRRIGATION	04/01 to 11/01	1.34 CFS	201.0 AF

LOCATION OF POINT(S) OF DIVERSION: NWNWNW , Sec. 26, Township 04N, Range 26E
SENWNW , Sec. 26, Township 04N, Range 26E
BUTTE County

<u>PLACE OF USE:</u>	<u>IRRIGATION</u>					
<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
04N	26E	26	NENW 3	NWNW 3	SWNW 19	
			NWSW 16	SWSW 4		45
		27	SENE 22			22

Total number of acres irrigated: 67

CONDITIONS/REMARKS:

1. The maximum diversion volume listed within this right is defined as the maximum allowable volume of water that may be diverted annually from the source identified under this right, or limited to the amount that can actually be beneficially used on the above described place of use. This right is further limited to a maximum diversion of water onto the above described place of use of 0.02 cfs per acre or 3.0 acre feet per acre per year when combined with all other appurtenant water rights.
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.

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JAN 15 1992

State of Idaho
Department of Water Resources

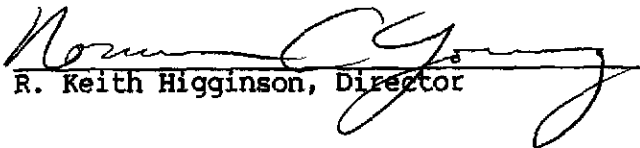
WATER RIGHT LICENSE
WATER RIGHT NO. 34-07233

CONDITIONS/REMARKS:

6. A measuring device and lockable controlling works of a type acceptable to the Department shall be permanently installed and maintained as part of the diverting works.

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 20TH day of DECEMBER, 1991.

Acting for


R. Keith Higginson, Director

RECEIVED
JAN 15 1992

BEFORE THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF PERMIT	)	
	)	
NO. 34-7233 IN THE NAME OF	)	ORDER OF REINSTATEMENT
	)	
FARMERS HOME ADMINISTRATION	)	

This matter having come before the Idaho Department of Water Resources as a result of receiving a statement of beneficial use of water under lapsed Permit No. 34-7233, the Department finds and concludes as follows:

FINDINGS OF FACT

1. On October 16, 1979, the Department of Water Resources issued Permit No. 34-7233 to Spencer W. Toone.
2. On January 25, 1982, the Department received an Assignment of Permit assigning all of the right, title and interest in the permit to William H. Toone.
3. On July 31, 1984, the Department sent a proof due notice to the permit holder, and, on October 15, 1984, the Department sent a lapse notice to the permit holder since neither proof of beneficial use nor a request for extension of time had been received from the permit holder.
4. On November 7, 1985, the Department received an Assignment of Permit assigning all of the right, title and interest in the permit to Farmers Home Administration.

RECEIVED

5. On March 6, 1986, the Department received proof of beneficial use which was submitted by the permit holder.

6. The permit holder subsequently sent power supply records, ASCS aerial photos, as-built inspection reports, development plans, a construction contract and a sales order for the sprinkler system to the Department. These documents clearly prove that the sprinkler system irrigating the land under the permit had been installed and operated prior to the date when proof was due and as clearly proved the extent of development at the time proof was due.

7. On July 1, 1986, the Department received a letter from Farmers Home Administration explaining that the failure to submit proof of beneficial use was caused by financial difficulties of William Toone and a conveyance of the land to Farmers Home Administration during the fall of 1984, which caused confusion at the time proof of beneficial use was due.

CONCLUSIONS OF LAW

1. Section 42-218a(2), Idaho Code, provides that the Director of the Department may reinstate a permit upon which proof has been received subsequent to the sixty day period after notice of lapsing if a permit holder clearly establishes the extent of beneficial use made during the time authorized by the permit and upon a showing of reasonable cause for failure to timely submit proof of beneficial use.

2. Proof of beneficial use was received by the Department after the expiration of the sixty days reinstatement period granted in the notice of lapsing.

3. The permit holder submitted documents which clearly establish that the permit holder developed the system during the time period allowed by the permit, and also clearly established the extent of the development.

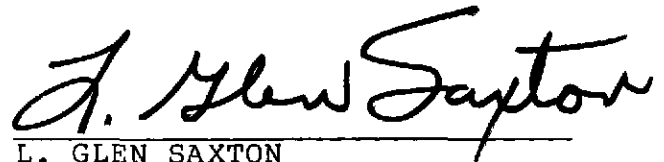
4. The permit holder also submitted reasonable cause for submitting late proof in that the property was changing ownership at the time proof of beneficial use became due.

5. Permit No. 34-7233 should be reinstated, and, under Section 42-218a, Idaho Code, the priority date should be advanced to March 6, 1986, the day that proof of beneficial was received.

ORDER

IT IS HEREBY ORDERED that Permit No. 34-7233 be reinstated and that the priority be advanced to March 6, 1986.

Dated this 11th day of August, 1986.


L. GLEN SAXTON
Chief, Operations Bureau

State of Idaho
Department of Water Resources

RECEIVED

NOV 7 1985

ASSIGNMENT OF PERMIT

Department of Water Resources

I, William H. Toone, hereby assign to Farmers Home Administration
of P.O. Box 656 Arco, Idaho 83213
Address

CHECK ONE

☒ All my right, title, and interest in and to Permit No. 34-7233
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 19 day of August, 19 85.

William H. Toone
Permit Holder William H. Toone

Stacy B. Toone
Spouse of Permit Holder Stacy B. Toone

State of Idaho)
County of Butte) ss.

On this 19 day of August, 19 85, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged to me
that ~~he~~ ~~(she)~~ (they) executed the same.

seal

[Signature]
Notary Public residing at
Moore, Idaho

My commission expires:
Lifetime Bond 6/22/88

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FEB 7 1986

Department of Water Resources

State of Idaho
Department of Water Resources
ASSIGNMENT OF PERMIT

RECEIVED
JAN 15 1962

Department of Water Resources
SALT LAKE CITY

I, Spencer W. Toome, hereby assign to William E. Toome, III
of Box 826 Arco, Idaho 83213
24-7233

- CONSENT OF**
- ☒ All my right, title, and interest in and to Permit No. 24-7233
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 stream 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 25 day of Jan, 1962.

Spencer W. Toome
State of Idaho

WITNESSES

State of Idaho)
County of Blaine) ss.

On this 25th day of January, 1962, personally
appeared before me the signers of the above instrument, who duly acknowledged to me
that he (she) executed the same.

0001

My commission expires
1962

20

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT**

L-24 7000

APPROVED

To appropriate the public waters of the State of Idaho

1. Name of applicant Spencer W. Tocco Phone 527-3205

Post office address P. O. Box 820, Arco, Idaho 83213

2. Source of water supply groundwater which is a tributary of _____

3. Location of point of diversion is SW ^(2 points) 1/4 of SW 1/4 of Section 26 Township 4N

Range 20E B.M. Butte County, additional points of diversion if any: _____

4. Water will be used for the following purposes:

Allow 3.38 10-15-79 J.J.

Amount 3.38 for Irrigation purpose from 4/1 to 11/1 (both dates inclusive)

Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)

Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)

Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)

5. Total quantity to be appropriated:

Allow 3.38 10-15-79 J.J. *See Remarks

a. 3.38 cubic feet per second and/or ft. _____ acre-foot per season.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. Two wells, pump & sprinkler system

b. Height of storage dam _____ feet, entire reservoir capacity _____ acre-foot total reservoir capacity _____ acre-foot, materials used in storage dam: _____

Period of year when water will be diverted to storage _____ to _____ inclusive.

c. Proposed well diameter is 18 inches; proposed depth of well is 20 feet.

7. Time required for the completion of the works and application of the water to the proposed beneficial use is five years (minimum 1 year - maximum 8 years).

8. Description of proposed uses:

a. If water is not for irrigation:

(1) Give the place of use of water: _____ % of _____ % of Section _____ Township _____

Range _____ B.M.

(2) Amount of power to be generated: _____ horsepower under _____ feet head

(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be watered _____

(5) If water is to be used for _____

6. If water is for irrigation, list acres in each subdivision in the tabulation below:

[illegible]

Total number of acres to be irrigated 100 100

g. Describe any other water rights used for the same purposes as described above. License 9-29024

8. a. Who owns the property at the point of diversion applicant

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

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

10. Remarks a. Ammonia returned to wet ground 0.02 cfm/sec similar with 10/20/64

54-2424

Rye 26E



[Signature]

Original Permit 2/6/79

Received by Date 8-13-79 Time 10:20 A.M.
Preliminary check by ARK Fee \$45.00
Received by Date 8-13-79 #12662
Publication prepared by Date 8-16-79
Published in Arco Advertiser
Publication dates August 23 & 30, 1979
Publication approval PD Date 9/20/79
Permits filed by:

Copies of permits forwarded by
Hearing held by Date
Recommended for issuing dated by 2002 J

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. 34-7233, 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 October 1, 19 84.
- c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.52 cubic feet per second for each acre of land.
- d. Other: (1) An access port or other device as specified by the Department shall be installed by the permit holder to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.

Witness my hand this 16 day of September, 19 79

Affidavit of Publication

L. H. Carmichael
 of the State of Idaho, a weekly newspaper of
 general circulation, published weekly at Arco,
 Blaine, Idaho, 1938, do solemnly swear that
 a copy of this notice, for copying attached, was
 published therein in the regular and entire issue
 of said newspaper, and not in any supplement
 thereof.

for 21 consecutive weeks, commencing with
 the issue dated 8-23-79
 and ending with the issue dated 8-30-79.

L. H. Carmichael

Subscribed and sworn to before me this

day of Sept 1979
 at Arco, Idaho
 Notary Public

Residence: Arco, Idaho.
 My commission expires 4/1 1980

PUBLICATION

I, the undersigned, do hereby certify that the
 above notice was published in the regular and
 entire issue of the newspaper of said state, and
 not in any supplement thereof.

I, the undersigned, do hereby certify that the
 above notice was published in the regular and
 entire issue of the newspaper of said state, and
 not in any supplement thereof.

I, the undersigned, do hereby certify that the
 above notice was published in the regular and
 entire issue of the newspaper of said state, and
 not in any supplement thereof.

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 entire issue of the newspaper of said state, and
 not in any supplement thereof.

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 above notice was published in the regular and
 entire issue of the newspaper of said state, and
 not in any supplement thereof.



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

January 9, 1992

US DEPT OF AGRICULTURE
FARMERS HOME ADMINISTRATION
101 W GRAND AVE
PO BOX 656
ARCO ID 832130000

RE: WATER RIGHT NO. 34-07233

Dear Water Right Holder(s):

Enclosed is a copy of your water right license.

This right is included in the Snake River Basin Adjudication and you will be receiving further information regarding this in the near future.

If you have any questions, please let me know.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:blm

Enclosure

JAN 15 1992

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No. 34-07233

1 Owner: FARMERS HOME ADMINISTRATION

Phone No. (208) 527-3486

Current Address P.O. Box 656, ARCO IDAHO 83213

2 Accompanied by _____

EXAM DATE. 3-29-91

Address. _____

Phone No. _____

Relationship to Permit Holder: _____

3 Source GROUNDWATER tributary to _____

Rec'd in
S.O. 2-28-91

B. OVERLAP REVIEW

1. Other water rights with same place of use

SEE SRBA Notices: A34-02386, 00264 AND

00265

☐ Copies Attached

2. Other water rights with same point of diversion

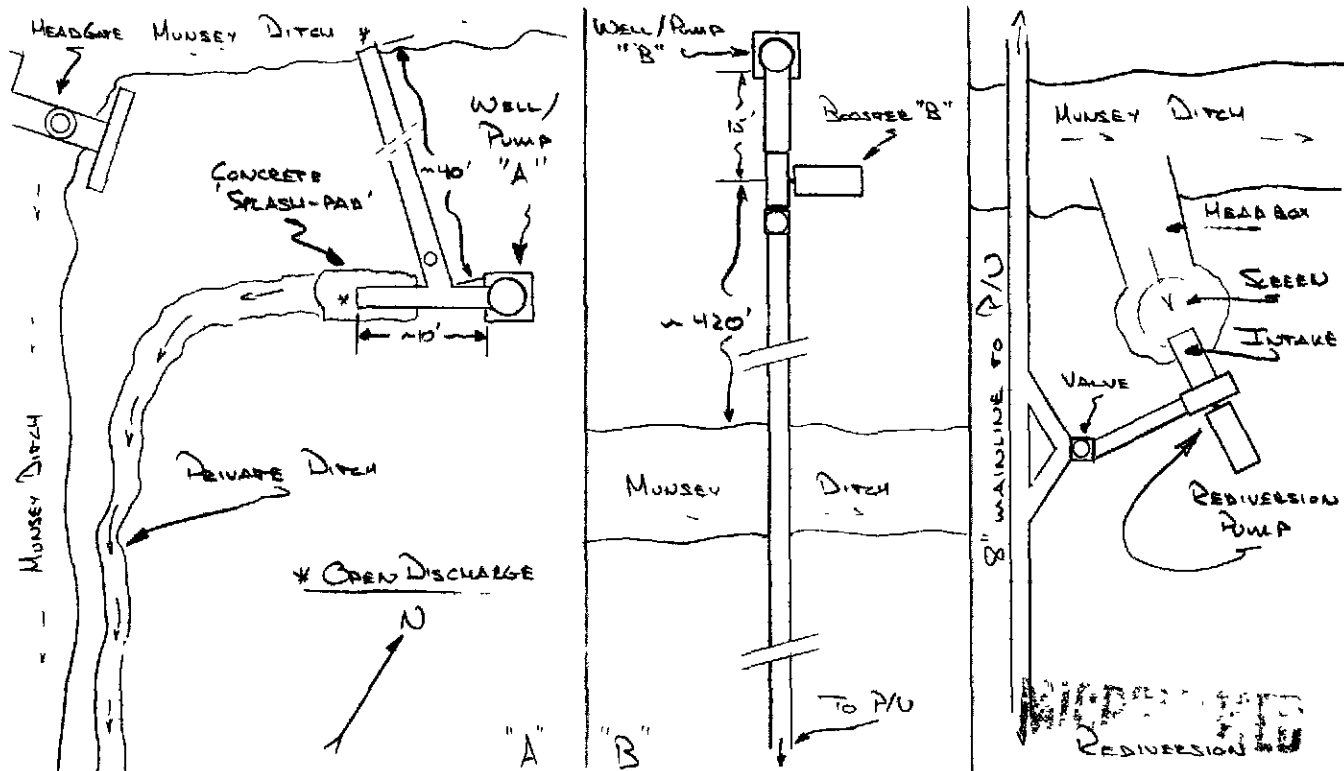
34-02386

☒ 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" = _____

JAN 15 1992

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

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

- ☒ Photo of Diversion and System Attached
(required for all but single household domestic groundwater, and stockwater)

System Description (continued)

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

TWO WELLS/PUMPS: WELL/PUMP "A" OPEN DISCHARGE INTO EITHER PRIVATE DITCH OR MUNSEY DITCH. WATER PUMPED INTO MUNSEY REDIRECTED AT LOWER END OF PLACE OF USE AND USED FOR SPROINKLER IRRIGATION. WATER PUMPED INTO PRIVATE DITCH IS USED TO FLOOD OR SPROINKLE NORTHEASTERN PART OF D/O.
WELL/PUMP/BOOSTER "B" PUMPS INTO 8" PORTABLE MAINLINE FOR USE WEST OF MUNSEY DITCH. MAINLINE INTERCONNECTED WITH LINE FROM REDIVERSION PUMP.
REDIVERSION PUMP DELIVERS WATER FROM "A" AS WELL AS DECREE RIGHTS.
WATER IS PUMPED INTO 8" MAINLINE FOR SPROINKLER IRRIGATION.

☒ 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
PUMP "A"	FAIRBANKS-MORSE	10	541753	FAIRBANKS-MORSE	P2C2365
PUMP "B"	FAIRBANKS-MORSE	7.5	F-255453	FAIRBANKS-MORSE	P2C1944
BOOSTER "B"	TOSHIBA	50	11677632	GOULD	52129
REDIVERSION	BROOK	50	X50636	UNKNOWN	8" CENTRIFUGAL

*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
A		NW	NW	NW	26	4N	26E	BUTTE	NAPP, USGS
B		SE	NW	NW	26	4N	26E	BUTTE	NAPP, USGS
R		NE	NW	SW	26	4N	26E	BUTTE	NAPP, USGS

Rediversion

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	
ENTIRE P/U	4N	26E	26				6	11	35	18	24	30	4						128.0
																			22.0
34-02386	4N	26E	26				3	8	16	18	24	14							83.0
RECOMMEND FOR 34-07233	4N	26E	26				3	3	19			16	4						45.0
																			22.0
																			67.0

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

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

2. Measurements:

No flow measurement taken. All flow values are theoretical.

Depth to water for well "A" measured by USGS 3-20-91 - 26.23 feet.

E. FLOW CALCULATIONS

☒ Additional Computation Sheets Attached

1. Measured Method

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:

$V_{IR} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 67.0 \text{ Ac.} \times 3.0 = 201.00 \text{ AFA}$

$V_{DR} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 1.34 \times 214 \times 1.9835 = 568.8 \text{ AFA}$

$V = \text{Smaller of } V_{IR} \text{ and } V_{DR} = 201.0 \text{ AFA}$

2. Volume Calculations for Other Uses:

JAN 15 1992

H. REMARKS AND OVERLAP REVIEW ANALYSIS

#3 (cont.) Wells & Pumps not operational at time of exam. No measurement made. Recommend that system be measured once land is sold or leased. FwHA unwilling to pay demand charges to start up pumps.

I. RECOMMENDATIONS

1 Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
Irrigation	04-01	11-01	1.34 cfs	201.0
Totals.			1.34	201.0

2. Recommended Amendments

- ☐ Change P.D. as reflected above ☐ Add P.D. as reflected above ☐ None
☐ Change P.U. as reflected above ☒ Add P.U. as reflected above ☐ Other

J. AUTHENTICATION

Field Examiner's Name Paul R. Meyer

Signature [Signature]

Certification Date _____

Field Report Preparation Date 7-21-91

CONSULTANT SEAL

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

E. (cont.)

a. Well/Pump "A":

$$Q = \frac{HP(8.814)Efficiency}{Lift + [PSI(2.308)]}$$

* Assume PSI of 0.0 for open discharge

$$Q = \frac{10 HP (8.814) 0.70}{26.23 + 0.0}$$

$$Q = 2.35 \text{ CFS}$$

b. Well/Pump "B":

$$Q = \frac{HP(8.814)Efficiency}{Lift + [PSI(2.308)]}$$

* Assume PSI of 0.0 for system with booster

* Assume depth to water of 25.00 feet

$$Q = \frac{7.5 HP (8.814) 0.70}{25.00 + 0.0}$$

$$Q = 1.85 \text{ CFS}$$

c. Totals:

$$Q = Q(\text{Well/Pump "A"}) + Q(\text{Well/Pump "B"})$$

$$Q = 2.35 + 1.85$$

$$Q = 4.2 \text{ CFS}$$

d. Recommended Q:

$$*Q (\text{from } 34-02386) = 1.66 \text{ CFS}$$

$$\text{Acreage (from } 34-02386) = 83.0 \text{ acres}$$

$$*Q (\text{total}) - Q (\text{from } 34-02386) = \text{avail. CFS for } 34-07233$$

$$4.2 \text{ CFS} - 1.66 \text{ CFS} = 2.54 \text{ CFS}$$

$$*\text{Acreage (total)} - \text{Acreage (from } 34-02386) \\ = \text{Acreage for } 34-07233$$

$$150.0 - 83.0 = 67.0 \text{ Acres for } 34-07233$$

$$67.0 \text{ Acres } (0.02 \text{ CFS/Acre}) = 1.34 \text{ CFS}$$

Q limited by acreage to 1.34 CFS.

JAN 15 1992

34-07233

FROM: KEITH C. WILSON

25 JULY 1991

TO: FILE 34-07233

SUBJECT: FLOW RATE

FROM THE ENGINEERS REPORT SIGNED AUGUST 1964 & JULY 1966, THE SYSTEMS ARE THE SAME (PUMP & MOTOR) EXCEPT FOR THE BOOSTER ON THE 7.5 HP SYSTEM.

$Q = 4.16$ CFS FROM ENGINEERS REPORT

THEORETICAL CAPACITY OF SYSTEM AS COMPUTED FROM THE FIELD EXAM CONDUCTED ON 03-29-1991:

$Q = (hp)(8.814)(eff.)/(lift) + (psi \times 2.308)$

SYSTEM "A" -

hp = 10, lift = 26.23 ft., psi = 0.0 psi

$Q = 2.35$ CFS

SYSTEM "B" -

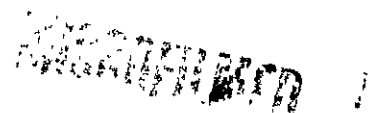
hp = 7.5, lift = 25 ft, psi = 0.0 psi

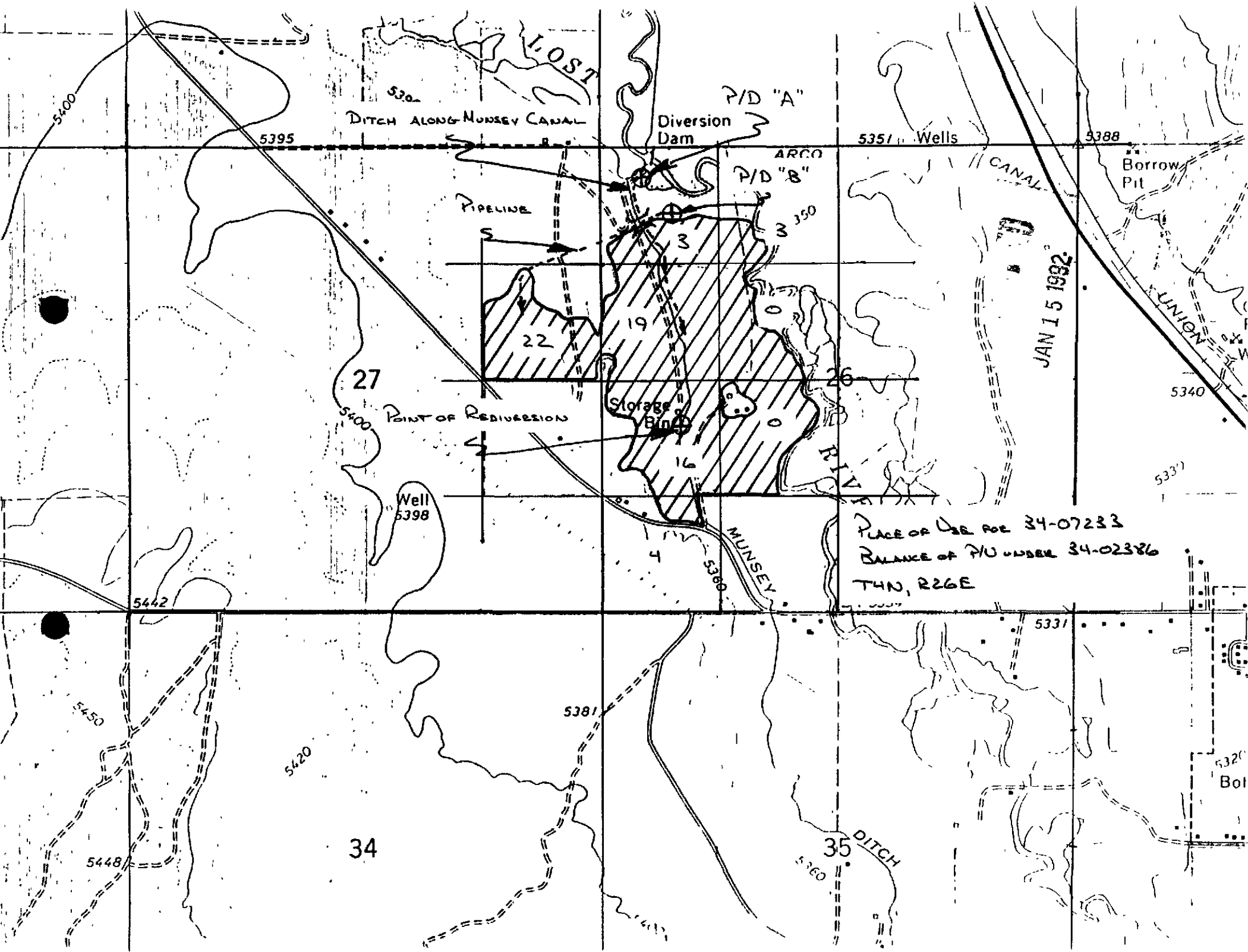
$Q = 1.85$ CFS

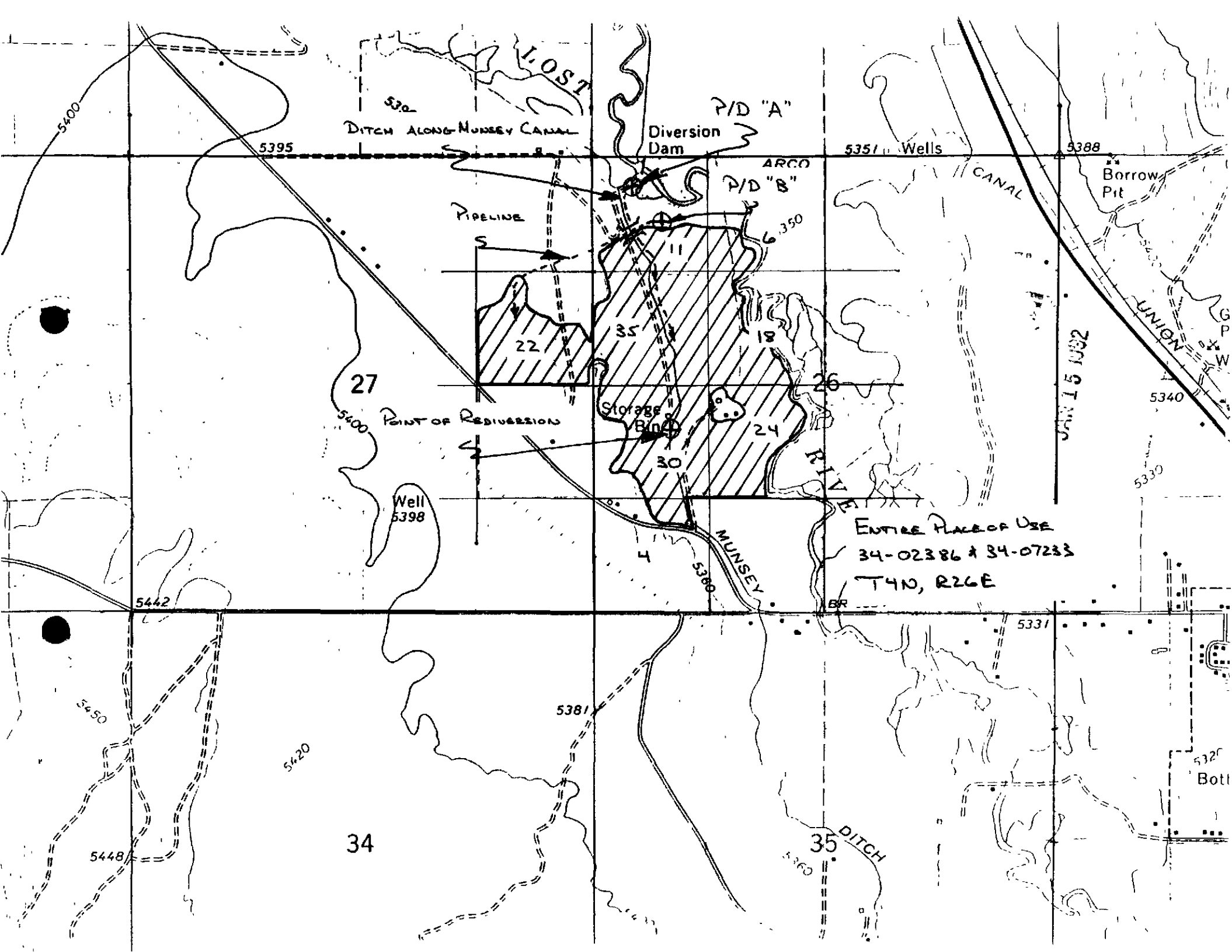
TOTAL $Q = 2.35$ CFS + 1.85 CFS = 4.2 CFS

SINCE THE THEORETICAL RATE IS SO CLOSE TO THE MEASURED 4.16 CFS RATE OF FLOW, I RECOMMEND USING THE THEORETICAL CAPACITY OF 4.20 CFS AS THE SYSTEM CAPACITY, AND LIMITING THE FLOW RATE TO 0.02 CFS PER ACRE.


KEITH C. WILSON
SENIOR RESOURCE AGENT


JAN 15 1992





POINT OF DIVERSION "A"

POINT OF DIVERSION "B"

POINT OF RE-DIVERSION

ENTIRE P/U 34-02386 A 34-07233
T410, A26E

JAN 15 1961

T4

28

34

27

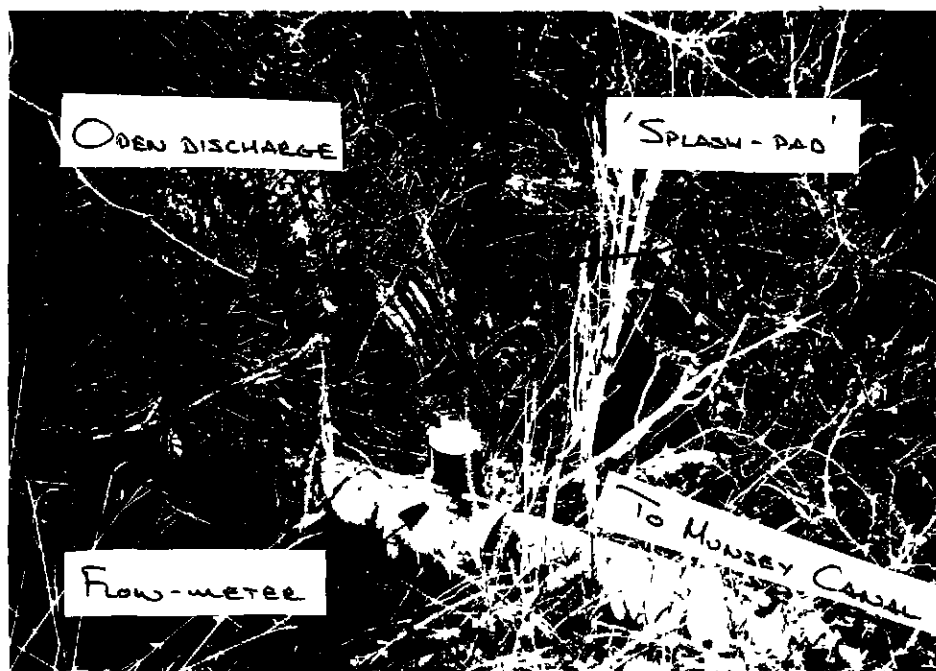
28

16



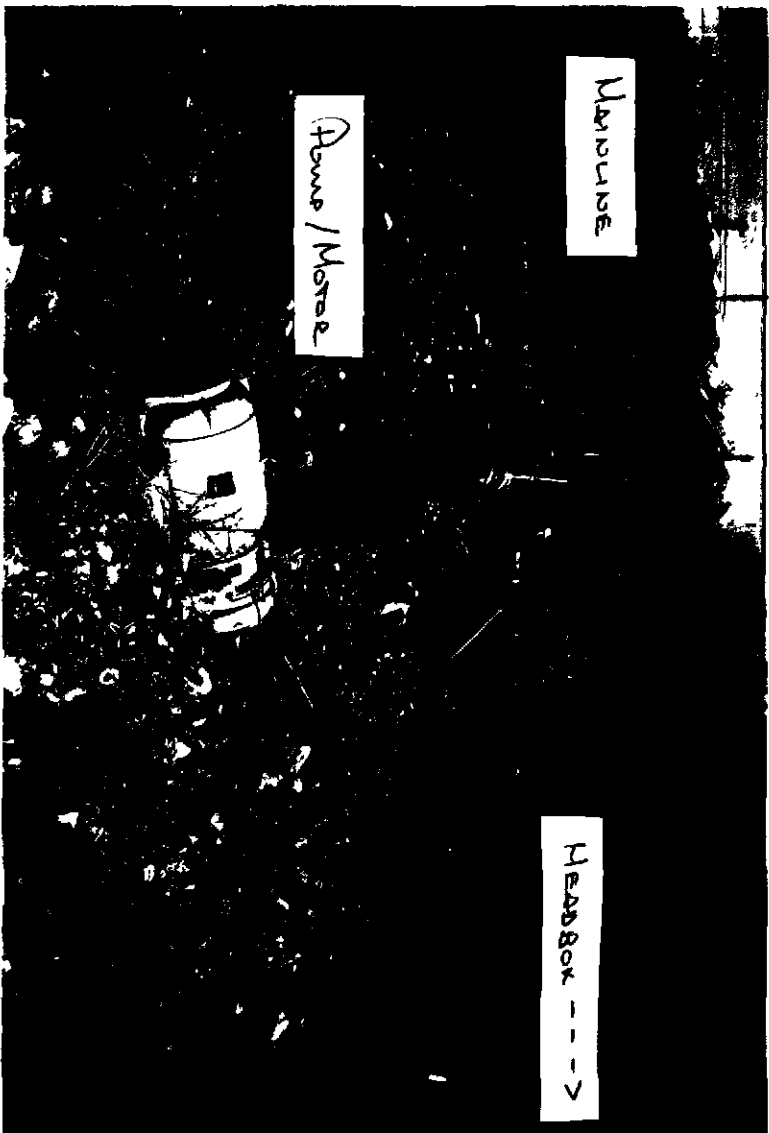
POINT OF DIVERSION "A"

JAN 15 1962

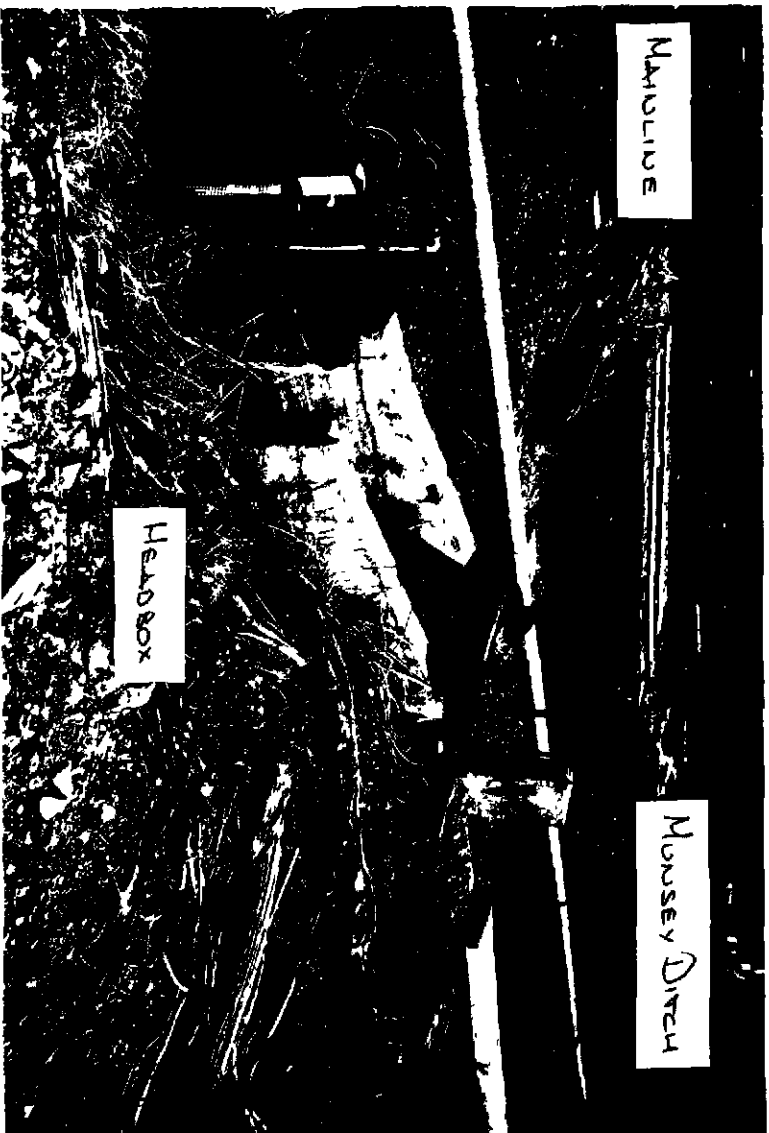


"A" - OPEN DISCHARGE & LINE TO MONSEY CANAL

34-07233

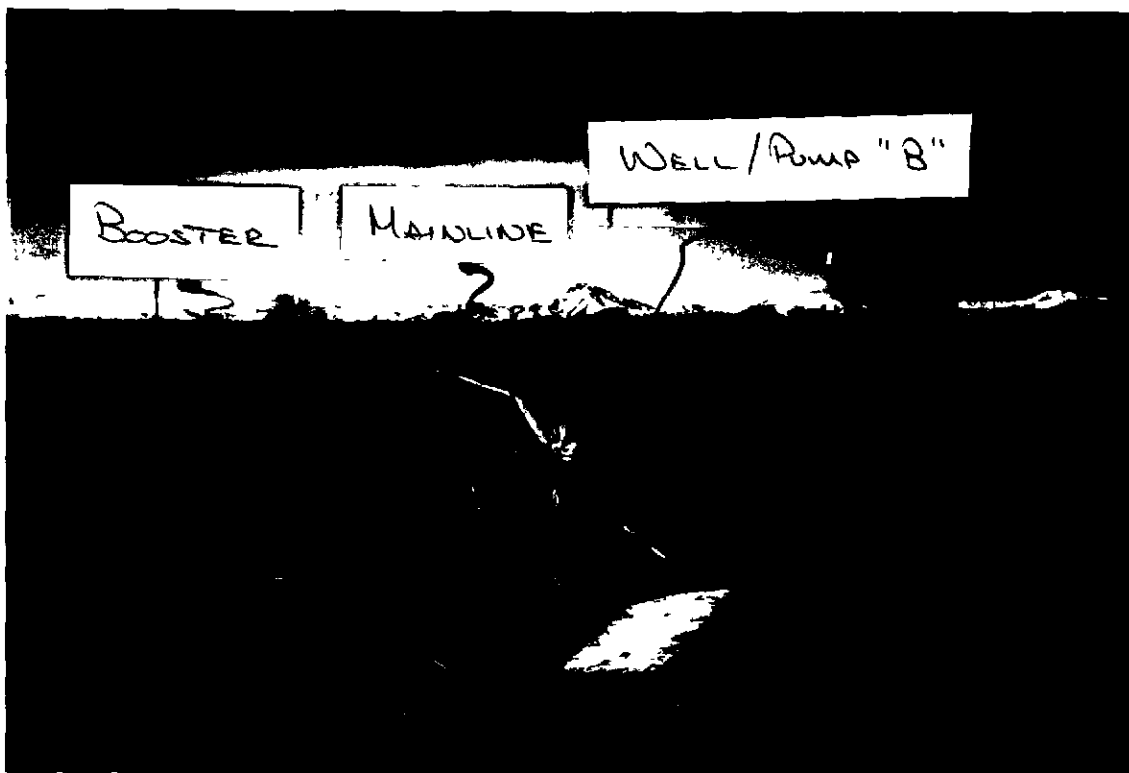


POINT OF REDIVERSION - PUMP, MOTOR, MAINDRIVE



POINT OF REDIVERSION - HEADBOX, SCREEN

34-07233



POINT OF DIVERSION "B" (VIEW 1)



POINT OF DIVERSION "B" (VIEW 2)

34-07233

15 1992

4/86

RECEIVED

OCT 22 1986

Department of Water Resources
Eastern District Office

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

EXAMINATION FEE INFORMATION

For Office Use Only

Fee Received \$175.00

Date 11-14-86

Receipt # 39941

Receipt by W.D.

Sent to S.O. 11-14-86

OK
KCW if
\$175

RECEIVED
NOV 19 1986

1. Permit No. 34-7233

ONE OF THE FOLLOWING BOXES SHOULD BE MARKED TO DESIGNATE YOUR CHOICE Department of Water Resources

☒ I choose to have the department make the field examination of this permit; attached is the examination fee. (If this box is marked, complete items 1 thru 8.)

2. Permit Holder: William H. Toone (Farmers Home Administration)

3. Post Office Address: P.O. Box 656 Arco, Idaho 83213

Telephone No. 527-3486

4. Source of Water: Ground

5. Extent of Use:

Domestic _____ (No. of households) Stockwater _____ (No. and type of stock)

Irrigation 169 (acres) Other/Remark _____

6. Total rate &/or volume for which proof is submitted 3.38 cfs _____ acre-feet

7. Show the date water was first diverted and beneficially used under this permit:

8. Person to contact to accompany the department representative during the field examination:

John L. Johnson

(Name)

101 West Grand Ave.

Arco, Idaho

83213

(Address)

527-3486

(Telephone Number)

☒ I choose to have the field examination conducted by a certified water right examiner. Attached is a statement from the certified examiner I have selected verifying that he has been retained to conduct the examination. (If this box is marked, complete items 1 thru 7.)

Date

10/20/86

Signature of Permit Holder (and title, if appropriate)

John L. Johnson 1/3 For Mr. Morty Moore (owner)

Copy retained by file

State of Idaho
Department of Water Resources

LICENSE EXAMINATION FEE SCHEDULE

(c.f.s. = cubic feet per second
AF = acre feet)

cfs	AF	Fee
0 - 0.04	0 - 4	\$ 0
.05 - 0.20	5 - 20	50.00
.21 - 1.0	21 - 100	100.00
1.01 - 2.0	101 - 200	125.00
2.01 - 3.0	201 - 300	150.00
3.01 - 4.0	301 - 400	175.00
4.01 - 5.0	401 - 500	200.00
5.01 - 6.0	501 - 600	225.00
6.01 - 7.0	601 - 700	250.00
7.01 - 8.0	701 - 800	275.00
8.01 - 9.0	801 - 900	300.00
9.01 - 10.0	901 - 1000	325.00
10.01 - 11.0	1001 - 1100	350.00
11.01 - 12.0	1101 - 1200	375.00
12.01 - 13.0	1201 - 1300	400.00
13.01 - 14.0	1301 - 1400	425.00
14.01 - 15.0	1401 - 1500	450.00
15.01 - 16.0	1501 - 1600	475.00
16.01 - 17.0	1601 - 1700	500.00
17.01 - 18.0	1701 - 1800	525.00
18.01 - 19.0	1801 - 1900	550.00
19.01 - 20.0	1901 - 2000	575.00
20.01 & over	2001 & over	600.00

Checks should be made payable to the
Department of Water Resources

No fee is required for single family
domestic use or stockwater use.



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

October 9, 1986

William H. Toone
Farmers Home Administration
P.O. Box 656
Arco, Idaho 83213

Permit No. 34-7233

Certified No. 13509

EXAMINATION FEE NOTICE

Dear Permit Holder:

Department records show that proof of beneficial use has been submitted for the above-referenced permit, but that a field examination has not yet been conducted to determine the extent of beneficial use of the water for licensing purposes.

House Bill 671 (effective April 4, 1986) enacted by the 1986 Idaho Legislature requires the payment of a fee before this department can conduct the field examination needed to issue a license confirming use of water under the permit. This letter is notification that the license examination fee is due within sixty (60) days of the date of this letter. The examination fee information sheet (enclosed) must be returned with the fee.

As an alternative to submitting the fee, the department will accept a field examination report completed by a certified water right examiner from the private sector. If you choose to have the examination done by a certified water right examiner, you need not submit the license examination fee to the department, but you must within sixty (60) days of the date of this letter return to the department, the examination fee information sheet showing appropriate information together with a statement from the certified examiner to verify that you have retained a certified examiner to conduct the field examination. If you choose this alternative, a completed field examination report must be submitted within one year of the date of this letter. You cannot later change your decision to use this alternative and submit the fee needed for the department to conduct the field examination, but you may change to another certified examiner.

Certified water right examiners are licensed engineers, geologists or land surveyors certified by the department to conduct water right examinations. The procedure for certifying examiners results from the recently enacted HB 671 and is being developed at this time. A listing

JAN 15 1987

of certified water right examiners will be available from this department when examiners have been certified.

If your permitted use, in fact, has already been examined by the department and you have not asked to have the examination repeated, the fee requirement is not applicable to your permit. If you believe this is the case, please contact the department.

The license examination fee is to be based on the amount of water you indicate you have developed, as listed in item 6 on the examination fee information sheet. The amount of water on which the examination fee is based can be less than the permitted amount, if less water has been diverted and beneficially used. The licensed amount of water, however, will not exceed the amount you claim on the examination fee information sheet. The enclosed license examination fee schedule shows a listing of applicable fees.

FAILURE TO SUBMIT WITHIN THE SIXTY (60) DAY PERIOD; THE FEE OR THE STATEMENT THAT A CERTIFIED EXAMINER HAS BEEN RETAINED TO MAKE THE FIELD EXAMINATION, WILL BE CAUSE TO ADVANCE THE PRIORITY OF THE PERMIT ONE DAY FOR EACH DAY THAT THE FEE SUBMITTAL IS LATE.

FAILURE TO SUBMIT THE FEE OR THE COMPLETED FIELD EXAMINATION REPORT WITHIN A YEAR WILL BE CAUSE TO CONSIDER THE PROOF OF BENEFICIAL USE TO BE INCOMPLETE AND TO LAPSE THE PERMIT.

The attached examination fee information sheet and the fee may be submitted to the following department offices.

Northern Region

Idaho Dept. of Water Resources
4055 Government Way
Coeur d'Alene, ID 83814
Phone: 765-4639

Eastern Region

Idaho Dept. of Water Resources
150 Shoup Ave., Suite 15
Idaho Falls, ID 83401
Phone: 525-7161

Southern Region

Idaho Dept. of Water Resources
1041 Blue Lakes Blvd. North
Twin Falls, ID 83301
Phone: 734-3578

Western Region

Idaho Dept. of Water Resources
450 W. State St., (Third Floor)
Boise, ID 83720
Phone: 334-2190

Sincerely,



L. GLEN SAXTON
Chief, Operations Bureau

Enclosures

JAN 15 1992

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
PROOF OF BENEFICIAL USE

RECEIVED
MAR 6 1986

Department of Water Resources

NWNW S26 TAN R26E

The Idaho Department of Water Resources will consider this form as a statement that the permit holder(s) has completed development under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below.

Permit No 34-7233

Name(s) of Permit Holder WILLIAM H. TOONE (FARMERS HOME ADMINISTRATION)

Post Office Address: P.O. Box 656 Arco, Idaho 83213

Telephone No. 527-3486

Source of Water, Underground well

Extent of Use.

Domestic _____ (number of households)

Stockwater _____ (number and type of stock)

Irrigation 60.2 (acres)

Other/Remarks This farm irrigated in the past. Permit was for increased

water use to irrigate additional ground

Indicate the date water was first diverted and beneficially used under this permit: May, 1982

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

Flow Measurement Port: Required? ☒ Yes ☐ No
Installed? ☐ Yes ☐ No Unknown X

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

JOHN L. JOHNSON, County Supervisor FmHA
(Name)

P.O. Box 656, Arco, Idaho 83213
(Address)

527-3486
(Telephone Number)

RECEIVED

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

2-28-86
Date

JOHN L. JOHNSON
Signature of Permit Holder (and Title, if appropriate)

County Supervisor

60

Place
Stamp
Here

Idaho Department of Water Resources
Statehouse Mail
Boise, ID 83720

August 12, 1986

RE: Permit No. 34-7233

U.S. Dept. of Agri.
Farmers Home Admin.
Box 656
Arco, ID 83213

Dear Permit Holders:

We acknowledge receipt of the statement of beneficial use and the supporting documentation for reinstating the above referenced permit. Enclosed is a copy of the Order of Reinstatement. Please note that the priority date has been advanced to March 6, 1986.

Before a license can be issued, a field examination will 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 or a representative may show him the system.

If you have any questions regarding this matter, please contact this office or our Eastern Regional Office at 525-7161.

Sincerely,

JIM JOHNSON
Water Distribution Supervisor

JJ:sc
Enclosure

MICROFILMED



United States
Department of
Agriculture

Farmers
Home
Administration

101 West Grand Avenue
P. O. Box 656
Arco, ID 83213

RECEIVED
JUL 7 1986

Mr. Jim Johnson
Water Rights Supervisor
Department of Water Resources
State House
Boise, ID 83720

July 1, 1986

Department of Water Resources

Re: Lapsed Permit No. 34-7233

Dear Mr. Johnson:

I am writing this letter to you to document your file with a statement as to why the Proof of Beneficial Use was never submitted by Mr. William Toone for Permit No. 34-7233. The Farmers Home Administration (FmHA) county office has discussed this matter with Mr. Toone, and both parties wish to state that there was never any intention on both of our parts not to respond and submit the Proof of Beneficial Use when it was due. Mr. Toone has informed us that he is uncertain whether he received your request to submit the proof, dated July 31, 1984. A review of our file on Mr. Toone shows that FmHA was never aware that the proof of use was not submitted, even though we had an interest in the permit at the time that the proof of use was due. (See attached Mortgage given to FmHA by Mr. Toone.)

The assignment of this water permit was given to Mr. Toone at loan closing, along with a lot of other documents, and Mr. Toone was not aware of the importance of this assignment, nor of his responsibility to see that the Proof of Beneficial Use was filed after the completion of his sprinkler system. At the time of loan closing, FmHA felt that Mr. Toone understood his responsibility as far as filing the proof. Had FmHA become aware that the proof of use had not been submitted when due, we would have immediately seen that the proof was submitted.

The application for Permit No. 34-7233 was originally submitted to your department by Mr. Spencer Toone, William Toone's father. In 1981, the permit was assigned to William Toone by his father, when the farm was purchased by William. This assignment of the permit was required by FmHA as a part of the loan closing instructions.

At the time FmHA gained an interest in this permit and also at the time of final inspection of the sprinkler system, it appears from our records that no arrangements were made between Mr. Toone and the FmHA county office, to insure that the proof of use would be submitted. The county office verified with Mr. Toone that no arrangements were made at that time as to who would submit the proof.



Farmers Home Administration is an Equal Opportunity Lender
Complaints of discrimination should be sent to
Secretary of Agriculture Washington D C 20250

34-7233

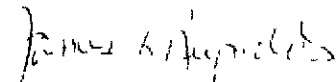
Mr. Jim Johnson
July 1, 1986
Page 2

In 1983, Mr. Toone began to suffer severe financial difficulties due to the declining agricultural economy. In 1984, he requested permission from FmHA to lease the farm to his father, since he was unable to get operating funds. FmHA denied his request to lease the farm to his father. By the fall of 1984, Mr. Toone was under severe financial pressure from this Agency and his other creditors. At this time Mr. Toone decided that he wanted to dispose of his farm assets and liabilities by the easiest avenue available to him. This decision by him resulted in a voluntary conveyance to FmHA of his farm real estate in 1985, after he went through the process of liquidating his livestock and equipment.

It was during this same period of time, in late 1984, that the final due date for submitting the proof of use occurred. In view of Mr. Toone's decision to convey his farm back to the Government and his lack of understanding with respect to his responsibilities under Idaho Water Right Law, it is understandable how the Proof of Beneficial Use was never submitted. Therefore, the Arco FmHA county office requests that you reinstate Permit No. 34-7233. We hope that this statement thoroughly explains the circumstances why the Proof of Beneficial Use was not submitted to your Agency.

Thank you for your time and consideration in this matter. If we can be of any further assistance, please contact the county office, telephone number 527-3486.

Sincerely,



JAMES L. REYNOLDS
Assistant County Supervisor

/emc

Attachment

RECEIVED
JUL 1 1986
FBI - ARCO

MAP 28 1984

Entered . .

Compared . .

Indexed

FILED

MAY 12 1982

REAL ESTATE MORTGAGE FOR IDAHO

THIS MORTGAGE is made and entered into by WILLIAM H. TOONE

and STACY B. TOONE

BUTTE COUNTY RECORDER

residing in Butte County, Idaho, whose post office address is

Box 820, Arco, Idaho 83213

herein called "Borrower," and the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government."

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
May 12, 1982	\$25,000.00	13.25%	5/12/2002

(If the interest rate is less than 13.25% % for farm ownership or operating loan(s) secured by this instrument, then the rate may be changed as provided in the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949 or any other statutes administered by the Farmers Home Administration;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any interest credit or subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §1490a.

NOW, THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Idaho,

County(ies) of Butte:

PARCEL 1:

TOWNSHIP 3 NORTH, RANGE 27 EAST, BOISE MERIDIAN, BUTTE
COUNTY, IDAHO:

SECTION 9:

SW $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$, all lying Southwesterly of the
Railroad right-of-way; and the SW $\frac{1}{4}$ SW $\frac{1}{4}$.

MICROFILMED

PARCEL 2:

TOWNSHIP 4 NORTH, RANGE 26 EAST, BOISE MERIDIAN, BUTTE
COUNTY, IDAHO:

SECTION 26:

NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, and a portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at a point 12 rods West of the Northeast corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 26; thence South 27 rods; thence West 47 rods; thence North 27 rods; thence East 47 rods to the Point of Beginning;

EXCEPTING THEREFROM, the following: Beginning at a point 608.5 feet West of the Northeast corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 26; thence West 265 feet; thence South 237.5 feet, more or less, to the boundary of a County Road, formerly known as U. S. Highway 93 A, and commonly known as the "Old Moore Highway"; thence Easterly along said County Road 280 feet, more or less; thence North 307 feet, more or less, to the Point of Beginning.

See Exhibit A

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably
lien and priority hereof and to the Government for expenses reasonably
supplementary agreement (w/ enforcement of
survey of e

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(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as mortgagee hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (b) release any party who is liable under the note or for the debt from liability to the Government, (c) release portions of the property and subordinate its lien, and (d) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government—whether once or often—in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property, or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be declared a bankrupt or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness secured hereby immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and action of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws.

(18) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incurred in enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of Borrower required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. At foreclosure or other sale of all or any portion of the property, the Government and its agents may bid and purchase as a stranger and may pay the Government's share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(19) Borrower agrees that the Government will not be bound by any present or future State laws, (a) prohibiting the bringing of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (b) prescribing any other statute of limitations, or (c) limiting the conditions which the Government may by re-impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new owner. Borrower expressly waives the benefit of any such State laws.

(20) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or improvement of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants relating to race, color, religion, sex or national origin.

This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provisions hereof.

Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless another address is designated in a notice so given, in the case of the Government to Farmers Home Administration, Boise, Idaho 83702, and in the case of Borrower at the address shown in the Farmers Home Administration Financing Statement (which normally will be the same as the post office address shown above).

NOT FILMED

(23) Borrower has assigned or will immediately on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(24) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 12th day of

May, 19 82.

William H. Toone

WILLIAM H. TOONE

Stacy B. Toone

STACY B. TOONE

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF Butte

} ss:

On this 12th day of May, in the year of 82, before me, the undersigned,

a Notary Public in and for said State, personally appeared WILLIAM H. TOONE

and STACY B. TOONE

known to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged

to me that they executed the same as their free act and deed for the uses, purposes, and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the said date.

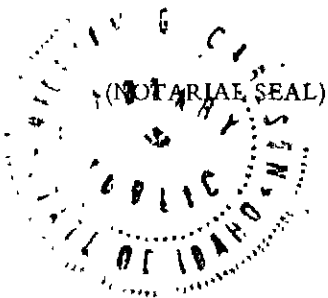
William G. Carlson

William G. Carlson

Notary Public, residing at Arco, Idaho

My commission expires Lifetime

Bond: 11/5/83



MICROFILMED

Exhibit A
SFC

Exhibit A

SECTION 27:

E $\frac{1}{2}$ NE $\frac{1}{4}$, and that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ more particularly described as follows:

Beginning at a point 613.8 feet West of the Southeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence North 44°37' East, 409 feet, to a point on the Westerly boundary of the County Road, formerly U. S. Highway 93 A, commonly known as "Old Moore Highway", through said Section; thence Northwesterly along said County Road to a point that is 450 feet Southeasterly along said County Road from the Northwest corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section; thence Southwesterly at an angle of 90° to said County Road, 380 feet to the West line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section; thence South on said West line to Southwest corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$; thence East along the South line of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, 706.2 feet, more or less, to the Point of Beginning.

TOGETHER With all water, water rights, ditch and ditch rights appurtenant thereto, including, but not limited to the following Decreed Water Rights within the Big Lost River Irrigation District: 133 inches, with a priority date of September 1, 1886, and 3,881 inches of storage in the Mackay Reservoir, and water under Idaho Water License Nos. 34-2480, G-29006 and Permit No. 34-7233.

TOGETHER With all irrigation equipment of every kind and character, and additions thereto and replacements now, or hereafter, owned by the Borrowers and used in the irrigation of the above premises, said equipment shall include, but is not limited to the following equipment:

- 1 Motor, Fairbanks-Morse, 7 $\frac{1}{2}$ h.p., #F255453;
- 1 Pump, Pamona, #P2C 1944;
- 1 Booster Motor, Uniclosed, 15 h.p., #RR 409 00 170, Pump, Berkely, Mod. #B 2 $\frac{1}{2}$ TPM, #7060607;
- 1 Motor, Fairbanks-Morse, 10 $\frac{1}{2}$ h.p., Frame #RO 326 BV;
- 1 Pump, Pamona, Mod. 6977, #P2C2365;
- 1 Motor, Fairbanks-Morse, 25 h.p., FBJ601422;
- 1 Pump, Layne Bowler, #44320;
- 1/4 Mile Handline, 3";
- 1/4 Mile Handline, 4";
- 1/4 Mile Mainline, buried plastic 8";
- 1/4 Mile Mainline, portable aluminum 4".
- 2 Pump & Panel, 50 h.p., used;
- 1750' Mainline, 8" Aluminum, used;
- 3480' Mainline, 6" Aluminum, used;
- 7 Handlines, used;
- 1 Pump Box & Screen Cleaner

TOGETHER With all Oil and Mineral Rights owned by Borrowers, being one-half ($\frac{1}{2}$) thereof.

W.N. Jones

A.B.J.

MICROFILMED

Exhibit A

SUBJECT TO:

Right of way for irrigation ditch over and across the N $\frac{1}{2}$ NW $\frac{1}{4}$, Section 26, Township 4 North, Range 26 East, 25 feet in width as granted to Big Lost River Irrigation District by Deed, dated July 27, 1909, recorded August 4, 1909, in Book 4 of Deeds, page 132, Records of Butte County, Idaho.

Easement and right of way for canal and maintenance of said canal granted to Big Lost River Irrigation District, across the NW $\frac{1}{4}$ of Section 26, Township 4 North, Range 26 East, by instrument recorded April 6, 1957, as filing No. 34975, and across the S $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 26 by instrument recorded April 6, 1957, as filing No. 24976, Records of Butte County, Idaho.

An Easement over Parcel 2 for channel snagging and clearing, removal of gravel bars and placement of soil and incidental purposes as granted to the County of Butte, by Deed recorded November 15, 1965, in Book 22 of Deeds, page 294, Records of Butte County, Idaho.

The reservation of one-half of all mineral rights as to Parcel 1, as contained in the Deed from Ruby C. Boyer, a widow, recorded on October 31, 1972, as Microfilm No. M-2350, records of Butte County, Idaho.

Right of the public in and to that portion of the above described premises falling within roads or highway.

Mortgage, dated November 13, 1974, executed by Spencer W. Toone and Eleanor Toone, Husband and Wife, to the Federal Land Bank of Spokane, to secure the payment of \$195,000.00, and interest, as recorded November 20, 1974, as filing No. M-3773, records of Butte County, Idaho. SAID MORTGAGE has been re-amortized by Agreement recorded January 20, 1977, as instrument No. M-5678, records of Butte County, Idaho, which Mortgage and the Note secured thereby, have been reduced by prepayment, to the principal sum of \$50,000.00.

A Financing Statment executed by Toone, Spencer W. and Toone, Eleanor, in favor of The Federal Land Bank of Spokane, filed November 20, 1974, as instrument No. 01849, Records of Butte County, Idaho.

An Oil Lease executed by Spencer W. Toone and Eleanor Toone, Husband and Wife, to The Montana Power Company, a Montana corporation, dated November 18, 1980, and filed January 19, 1981, as instrument No. M-10169, Records of Butte County, Idaho.

W. N. Toone

A. B. J.

UNRECORDED

Exhibit A

A Financing Statement executed by TOONE, WILLIAM H. and TOONE, STACY B., in favor of the UNITED STATES OF AMERICA, acting through THE FARMERS HOME ADMINISTRATION, filed December 9, 1980, as instrument No. 4762, records of Butte County, Idaho.

Mortgage dated December 29, 1981, executed by WILLIAM H. TOONE and STACY B. TOONE, Husband and Wife to the UNITED STATES OF AMERICA, acting through the FARMERS HOME ADMINISTRATION, United States Department of Agriculture, to secure the payment of \$175,000.00 and interest; recorded December 29, 1981 as filing No. M-11044, records of Butte County, Idaho.

A Financing Statement executed by TOONE, WILLIAM H. and STACY B., in favor of the UNITED STATES OF AMERICA, acting through the FARMERS HOME ADMINISTRATION, filed December 29, 1981, as instrument No. 470, records of Butte County, Idaho.

A Financing Statement executed by TOONE, William H., in favor of Butte County Bank, filed January 1, 1982 as instrument No. 478, records of Butte County, Idaho.

"This Real Estate Mortgage (Deed of Trust) further secures the following outstanding note(s) from the Borrower to the Government which is (are) secured by Real Estate Mortgage (Deed of Trust) to the Government recorded as follows, which said Real Estate Mortgage (Deed of Trust) shall continue in full force and effect," (Idaho Instruction 427.1a XV B)

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Security</u>
<u>December 29, 1981</u>	<u>\$175,000.00</u>	<u>Real Estate Mortgage</u>

<u>Instrument #</u>	<u>Records of</u>
<u>M-11044</u>	<u>Butte County</u> <u>State of Idaho</u>

W. H. Toone

A. B. J.

REFILMED



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

June 10, 1986

RE: Lapsed Permit No. 34-7233

John L. Johnson
Farmers Home Admin.
Box 656
Arco, ID 83213

Dear Mr. Johnson:

The Department is preparing to reinstate the above referenced lapsed permit. However, we need to document the file with a statement from the permit holder (William Toone) as to why he did not submit a statement of proof of beneficial use when it was requested in correspondence dated July 31, 1984.

This statement should explain thoroughly the circumstances for non-submittal. If the statement is inadequate, the permit will not be reinstated.

I know you are anxious to have this matter completed. Therefore, please return the requested statement by July 10, 1986.

If I can be of any further assistance, please let me know.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

RECEIVED

REINSTATEMENT REVIEW

OK
JIM
Permit No. 34-7233

Proof due: October 1, 1984
Proof submitted: February 7, 1986 - typed proof statement received
Proof letter sent: July 31, 1984
Lapse letter sent: October 11, 1984

Evidence submitted:

Power record from Lost River Co-op	1981 - 1985
Aerial photos from ASCS	7/81 & 7/82
Inspection Reports from sprinkler system installation	8/82
Development Plan for sprinkler system	8/3/82
Construction Contract	8/3/82
Sales Order	8/11/82

Reason for not submitting proof in a timely manner:

~~The matter was overlooked due to office overload~~

See letter of 7-1-86

50

MICROFILMED



United States
Department of
Agriculture

Farmers
Home
Administration

P.O. Box 656
Arco, Idaho
83213

RECEIVED
MAR 6 1986

Department of Water Resources

February 28, 1986

Jim Johnson
Water Rights Supervisor
Dept. of Water Resources
State House
Boise, Idaho
83720

RE: Permit #34-7233

Dear Mr. Johnson;

Enclosed please find a completed Proof of Beneficial Use form for Permit #34-7233. In addition, we have enclosed information to verify that beneficial use of water did commence during the authorized permit period from the date of issue until the proof due date (10-1-84). The information we have submitted shows that beneficial use under this permit began in May 1982. The information we are submitting as evidence consists of FmHA inspection reports, development plans, construction contracts and sales order forms. In addition we have submitted a power record of electrical consumption from the local utility and a statement from the Butte County ASCS office. We hope that these documents will be sufficient to allow reinstatement of permit No. 34-7233.

If you have any further question on the matter, please let me know.

Sincerely,


JOHN L. JOHNSON
County Supervisor

Enclosure



Farmers Home Administration is an Equal Opportunity Lender
Complaints of discrimination should be sent to
Secretary of Agriculture Washington D.C. 20250

RECEIVED

FEE

IRRIGATION USAGE ON WILLIAM HENRY TOONE IRRIGATION

from 1981 thru 1985

YEAR	TOTAL KWH USED	ACCOUNT NO.	H.P.	CO-OP NO.
------	----------------	-------------	------	-----------

1981 ✓	31,690	02493-06D	22½	#27
1982 ✓	87,691	02493-06D	57½	#27 upgraded
1983 ✓	75,759	02493-06D	57½	#27
1984	51,882	02493-06D	57½	#27
1985	-0-	00697-31D	57½	#27

1981 ✓	-0-	02493-07D	10	#29
1982 ✓	-0-	02493-07D	10	#29
1983 ✓	-0-	02493-07D	10	#29
1984	-0-	02493-07D	10	#29
1985	-0-	00697-34D	10	#29

1982 ✓	44,783	02494-09D	50	#617 New
1983 ✓	48,926	02494-09D	50	#617
1984	32,359	02494-09D	50	#617
1985	-0-	00697-31D	50	#617

Information Provided by

Lost River Co-op Inc

- 30 -



UNITED STATES DEPARTMENT OF AGRICULTURE
AGRICULTURAL STABILIZATION AND CONSERVATION SERVICE

February 28, 1986

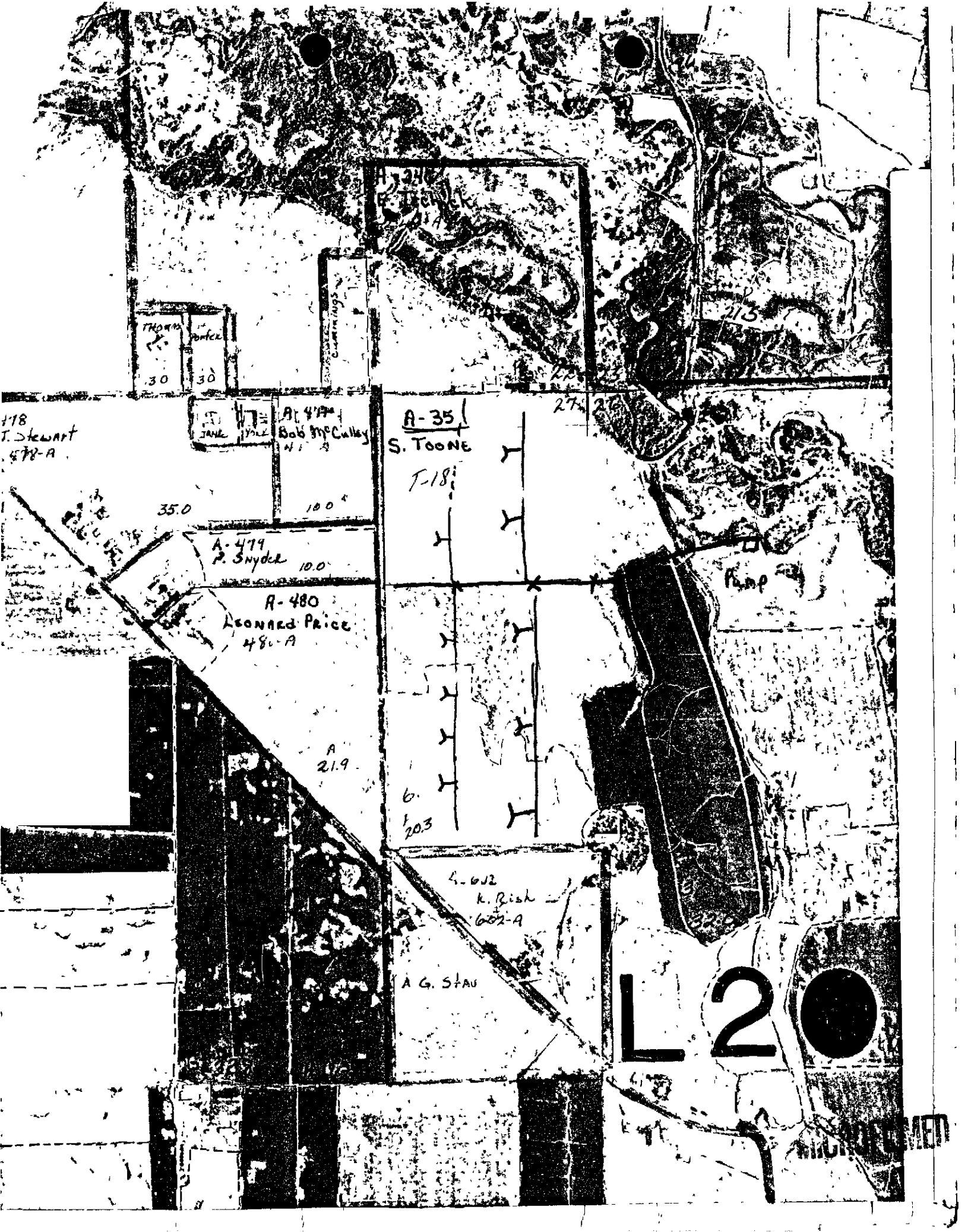
To Whom It May Concern:

Through verification of slides taken for our compliance work in the ASCS office in July of 1981 and July 1982, we can state that the Spencer Toone farm (A-35) was irrigated. This includes the acreage in question of 60.0 acres located in Sec. 27, T4N R26E. See map enclosed.

Debbie K. Porter

Debbie K. Porter, Program Assistant
For the Butte County ASC Committee

RECEIVED



THOMAS
30 30

IT
JANE

A-474
Bob McCully
474-A

A-35
S. TOONE

T-18

35.0

100

A-479
P. Snyder
100

A-480
LEONARD PRICE
480-A

A
21.9

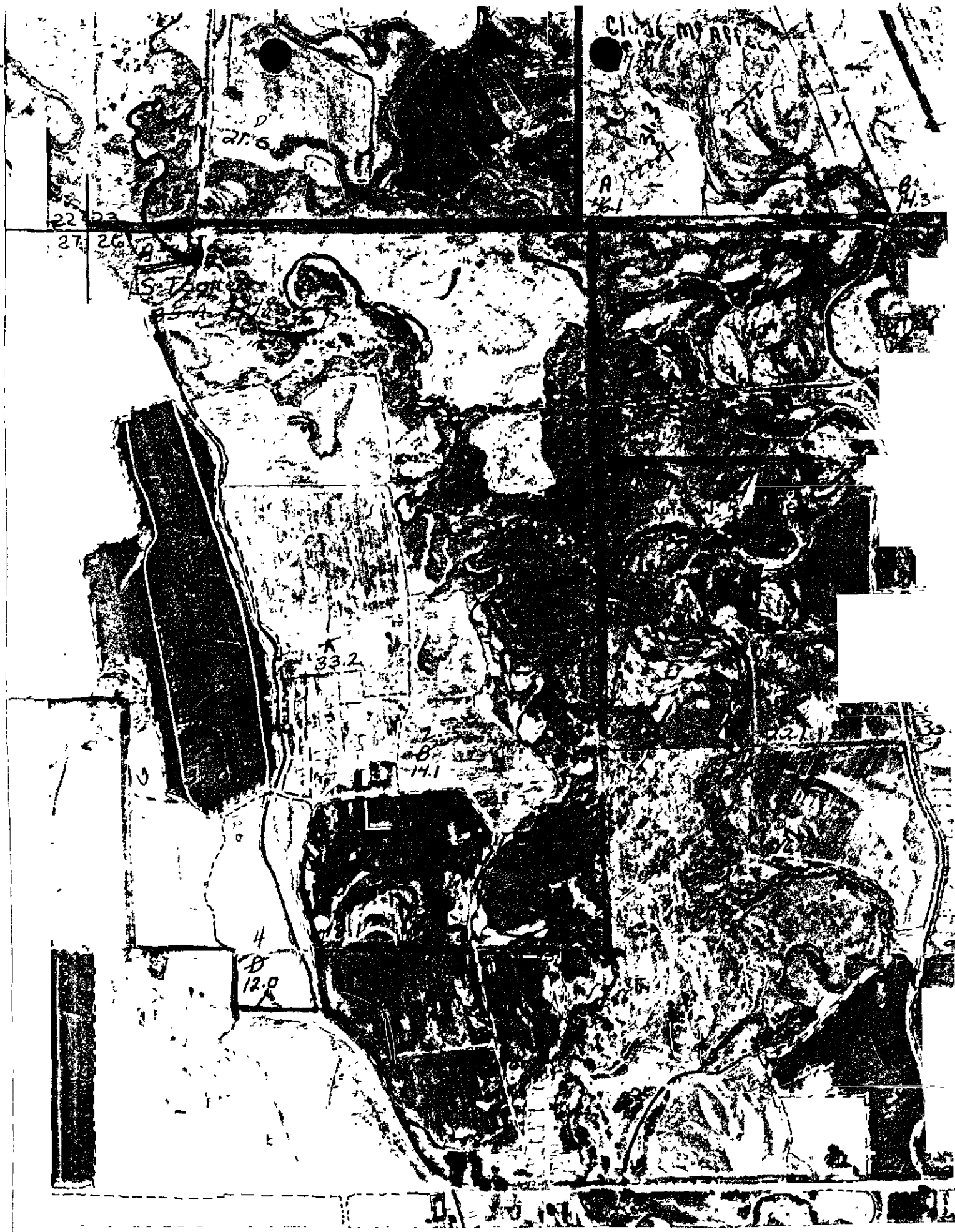
6.
1
203

4-602
K. Bish
602-A

A G. STAU

L20

RECORDED



UNRECORDED

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

INSPECTION REPORT

STATE Idaho

FOR William H. Toone COUNTY Butte

ADDRESS Box 820 Arco, Idaho

ITEM OF DEVELOPMENT	PERCENT COMPLETE	ITEM OF DEVELOPMENT	PERCENT COMPLETE
<u>Sprinkler System</u>	<u>100%</u>		

PERIODIC INSPECTION

Date & No. of previous inspection No. 1 on May 19, 1982

This inspection is Number Final

ITEMIZE AND DESCRIBE the significant conditions observed to be at variance with the approved plans and specifications and make your recommendations for correcting the deficiencies. Also make comments with respect to the progress of the work. In the case of development performed by the borrower method, carefully compare work accomplished with funds available and record any facts which indicate that actual costs are significantly at variance with planned costs. Check to see that deficiencies previously reported have been corrected.

All work completed in a satisfactory manner.
No deficiencies noted.

(See attached sheets for additional comments)

DATE _____ SIGNED _____ FmHA Representative

FINAL INSPECTION

I CERTIFY that I have inspected the above listed items of development and that those shown as 100% complete have been completed in accordance with the Drawings and Specifications or other descriptive material. (Health Department approval has been given the water and waste disposal dated _____ . Builder's Warranty is dated _____ .)

DATE August 4, 1982 SIGNED William A. York FmHA Representative

The undersigned gives approval of acceptance of the work constructed under the conditions of the contract and Builder's Warranty.

DATE 8-4-82 SIGNED Wm. H. Toone (Borrower)

DATE 8-4-82 SIGNED Amy B. Toone

SEE REVERSE FOR CHECK LIST & INSPECTION GUIDE

FmHA 424-12 (Rev. 10-30-74)

INSPECTION REPORT

STATE Idaho

FOR William H. Loone COUNTY Butte

ADDRESS Box 820 Arco, Idaho

ITEM OF DEVELOPMENT	PERCENT COMPLETE	ITEM OF DEVELOPMENT	PERCENT COMPLETE
<u>Sprinkler Irrigation System</u>	<u>95%</u>		

PERIODIC INSPECTION

Date & No. of previous inspection No. _____

This inspection is Number # 1

ITEMIZE AND DESCRIBE the significant conditions observed to be at variance with the approved plans and specifications and make your recommendations for correcting the deficiencies. Also make comments with respect to the progress of the work. In the case of development performed by the borrower method, carefully compare work accomplished with funds available and record any facts which indicate that actual costs are significantly at variance with planned costs. Check to see that deficiencies previously reported have been corrected.

pump & motor are in location
all mainline and lateral lines are delivered to the
site.

(See attached sheets for additional comments)

DATE May 19, 1982 SIGNED William A. York FmHA Representative

FINAL INSPECTION

I CERTIFY that I have inspected the above listed items of development and that those shown as 100% complete have been completed in accordance with the Drawings and Specifications or other descriptive material. (Health Department approval has been given the water and waste disposal dated _____, Builder's Warranty is dated _____.)

DATE _____ SIGNED _____ FmHA Representative

The undersigned gives approval of acceptance of the work constructed under the conditions of the contract and Builder's Warranty.

DATE _____ SIGNED _____ (Borrower)

DATE _____ SIGNED _____

SEE REVERSE FOR CHECK LIST & INSPECTION GUIDE

FmHA 424-12 (Rev. 10-30-74)

RECEIVED

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

Form FHA 424-1
(Rev. 4-29-65)

DEVELOPMENT PLAN

NAME OF APPLICANT <u>William H Toone</u>	ADDRESS <u>Box 820 Arco, Idaho</u>
---	---------------------------------------

CASH COSTS -- COMPLETION DATES

Item of Development (1)	New or Repair (2)	Contract Method (3)	Cash Cost		Totals (6)	Estimated Completion Date (Mo. — Yr.) (7)	Date of Final Inspection (Mo.—Day—Yr.) (8)
			Borrower Method				
			Materials (4)	Hired Labor (5)			
Sprinkler Irrigation System	New	\$24,839			\$24839	June 1, 1982	

Upon receiving the requested financial assistance, I will complete the items of development as shown and described in the narrative, or in accordance with such revisions of the plan as may be mutually agreed upon by me and the Farmers Home Administration. I also agree to perform the development items in a workmanlike manner.

May 3, 1982
Date

Wm. H. Toone

Applicant

APPROVED:

William A. York

County Supervisor

WRITE NARRATIVE ON REVERSE
TUMBLE-FASHION

CONSTRUCTION CONTRACT

State IDAHO

County BUTTE

This Contract, made this THIRD day of MAY, 19 82,

by WILLIAM H. TOONE of ARCO, IDAHO

(hereinafter called the "Owner"), and LEON J. POWELL of MOORE, IDAHO (hereinafter called the "Contractor").

WITNESSETH that the parties hereto agree as follows:

(A) The Contractor will furnish materials and perform the work for:

for the consideration of TWENTY FOUR THOUSAND EIGHT HUNDRED THIRTY NINE dollars (\$ 24,839.00),
in accordance with the "General Conditions" shown in this contract and the specifications and the drawings as follows:

(B) The Contractor will start work by MAY 3, 19 82, and will complete the work by JUNE 1, 19 82 (See paragraph III of General Conditions).

(C) The Owner will make payments as follows: (Check ☐ proper payment clause and effectively ~~xxxxxxx~~ out all of the clauses not applicable.)

- ☐ 1. ONE LUMP SUM will be made for the whole contract, upon acceptance by the owner and the Farmers Home Administration, of all work required hereunder and compliance by the contractor with all the terms and conditions of this contract.
- ☒ 2. PARTIAL PAYMENTS NOT TO EXCEED 60 PERCENT of the value of the work in place (less the aggregate of previous payments) will be made at intervals of _____. The value of work in place shall be as estimated by the contractor and approved by the Farmers Home Administration. Prior to receiving any partial payment, the contractor must furnish the owner with a statement showing the total amount owed to date for materials and labor procured under this contract and, if required by the owner or the Farmers Home Administration, must also submit evidence showing that previous partial payments were properly applied and that the current payment will be properly applied. Upon completion of the whole contract and acceptance of the work as required hereunder, by the owner and the Farmers Home Administration, and compliance by the contractor with all terms and conditions of this contract, the amount due the contractor will be paid.
- ☐ 3. PARTIAL PAYMENTS IN THE AMOUNT OF 90 PERCENT of the value of the work in place and of the value of the materials suitably stored at the site (less the aggregate of previous payments) will be made at intervals of _____. The value of the work and materials in place or on site shall be as estimated by the contractor and approved by the owner and the Farmers Home Administration. Upon acceptance by the owner and the Farmers Home Administration of all work required hereunder, and compliance by the contractor with all terms and conditions of this contract, the amount due the contractor will be paid. The contractor shall, before the owner signs the contract, deliver to the owner a surety bond in the amount of the contract.

(D) The items described below (the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity required by Executive Order 11246, the Equal Opportunity Clause published at 41 CFR 60-1.4 (a) and (b), and the Standard Federal Equal Employment Opportunity Construction Contract Specifications required by Executive Order 11246) apply, during the performance of this contract, if the contract exceeds \$10,000 (This also includes subsequent loans and grants, or contract change orders made during the construction period of the original contract, which will cause the total to exceed \$10,000.) to the following: (1) All contractors or subcontractors who hold any Federal or federally assisted construction contract, (2) All grants, contracts and loans (direct, insured, or guaranteed) let by the FmHA, and (3) All construction work performed by construction contractors and subcontractors for Federal nonconstruction contractors and subcontractors if the construction work is necessary in whole or in part to the performance of a nonconstruction contract or subcontract. The items are applicable to all of a contractor's or subcontractor's employees who are engaged in "on site" construction including those construction employees who work on a non-Federal or non-federally assisted construction site. The items, however, will not pre-empt state and local government regulations of the construction industry, and will not relieve contractors and subcontractors of the obligations they may have under other affirmative action or equal opportunity programs.

MICROFILMED

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

Leon J. Powell
LEON J. POWELL (Contractor)
William H. Toone
WILLIAM H. TOONE (Owner)

GENERAL CONDITIONS

I. **CHANGES IN WORK.**—The Owner may at any time, with the approval of the official designated by the Farmers Home Administration (hereinafter called the Representative), make changes in the drawings and specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract or in the time required for its performance, an equitable adjustment will be made, and this contract will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such contract change order by the Owner with the approval of the Representative, and the price therefor stated in the order.

II. **INSPECTION OF WORK.**—All materials and workmanship will be subject to inspection, examination, and test, by the Representative, who will have the right to reject defective material and workmanship or require its correction.

III. **COMPLETION OF WORK.**—If the Contractor refuses or fails to complete the work within the time specified in paragraph B of this contract, or any extension thereof, the Owner may, with the approval of the Representative, terminate the Contractor's right to proceed. In such event the Owner may take over the work and prosecute the same to completion by contract or otherwise and the Contractor will be liable for any excess cost occasioned the Owner thereby; and the Owner may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefor. If the Owner does not terminate the right of the Contractor to proceed, the Contractor will continue the work, in which event, actual damages for delay will be impossible to determine, and, in lieu thereof, the Contractor may be

required to pay to the Owner the sum of \$ 10.00 as liquidated damages for each calendar day of delay, and the Contractor will be liable for the amount thereof; *Provided, however,* That the right of the Contractor to proceed will not be terminated because of delays in the completion of the work due to unforeseeable causes beyond the Contractor's control and without Contractor's fault or negligence.

IV. **RELEASES.**—Prior to final payment, the Contractor will submit evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid as required by the Owner or the Representative.

V. **OBLIGATION TO DISCHARGE LIENS.**—Acceptance by the Owner and the Representative of the completed work performed by the Contractor and payment therefor by the Owner will not relieve the Contractor of obligation to the Owner (which obligation is hereby acknowledged) to discharge any and all liens for the benefit of subcontractors, laborers, materialperson, or any other persons performing labor upon the work or furnishing material or machinery for the work covered by this contract, which have attached to or may subsequently attach to the property, or interest of the Owner.

VI. **NOTICES AND APPROVAL IN WRITING.**—Any notice, consent, or other act to be given or done hereunder will be valid only if in writing.

VII. **EQUAL OPPORTUNITY.**—The Contractor, in the performance of this contract, will comply with all applicable equal opportunity requirements.

VIII. **CLEANING UP.**—The contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work shall remove from the premises all rubbish, implements and surplus materials and leave the building broom-clean.

IX. **BUILDERS WARRANTY.**—Upon completion of the work the contractor will execute Form FmHA 424-19, "Builders Warranty" for new construction and rehabilitation.

Date Aug. 4, 1982

Dear Sir:

I hereby acknowledge the receipt of Twenty four thousand eight hundred thirty nine & ⁰⁰/₁₀₀ dollars
(\$ 24,839.⁰⁰/₁₀₀) in full payment of my contract dated May 3rd, 1982
for improvement work which I did for you and which is described in my contract.

I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract, and that there are no claims against me as an employer under this contract on account of injuries sustained by workmen employed by me thereunder. I hereby release you from any claims arising by virtue of this contract.

I am attaching Form FmHA 424-10, "Release by Claimants," signed by all persons from whom I have purchased materials and by all persons employed in connection with my contract with the above-named borrower.

WARNING

The statements and representations made above are made in connection with construction financed in whole or in part by the Farmers Home Administration (FmHA). The statements and representations will be used to determine the release of FmHA provided funds. The making of any false statement or misrepresentation herein may be a crime punishable under Title 18 U.S.C. §1001 which provides in part: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully . . . makes any false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

Sincerely,

Leon J. Powell
Contractor

COMPLETE IRRIGATION
SYSTEMS
DESIGN - SALES - SERVICE

SALES PROPOSAL-ORDER

LEON POWELL

LEON POWELL - 554-5153

No. 4

ORDER NUMBER

DATE 3/11/82

SOLD TO: Bill Toone

ADDRESS: Aroo

APPR. DELIVERY DATE

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2	50 HP pump & panel (used)		400000
	Wiring	350.00	70000
1750'	8" aluminum main (used)	2.50	437500
3480'	6" aluminum main (used)		626400
7	Handlines (used)		700000
1	Pump box & screen cleaner		50000
	Miscellaneous valves, flanges, gaskets, pump tie labor, gages, ect.		200000
	Total		2483900

- Describe trade-in
- If Seller is to deliver or install the equipment and circumstances are encountered which increase such costs, these additional costs will be added to the balance due and be paid by Purchaser. Seller is granted permission to clear terrain to install buried collateral, and will backfill any digging, but will not be required to restore trees, grass or other cover to the backfill.
- ☐ Seller ☐ Purchaser shall install the collateral. The same shall be delivered by Seller to Purchaser at _____ and be installed and remain on the following described real property: (Use legal desc. e.g. SE 1/4, NE 1/4, Sec. 8, Twp. 3 N, R 42 EBM): _____
- Balance Payable: ☐ in cash payable on or before _____
☐ term purchase agreement payable in _____ consecutive (monthly, biannual) installments commencing _____ on Seller's standard purchase money security agreement.

Sub-Total

Trade-in

Cash Paid

With Order

20%

Balance

- Any price increases between Seller and its suppliers on any materials or labor listed hereon, which occur between the date hereof and date of delivery to Purchaser will be passed on to and paid by Purchaser. This order shall not be binding on Seller until accepted and signed by a duly authorized agent of Seller; and this order may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- In case of change in quantity of materials or services installed or furnished or arithmetic error unit prices extended will determine total cost. Any past due sums shall bear a finance charge of 1 1/2 % per month on unpaid balance (equal to 18 % annual percentage rate) from their due date until paid.
- Purchaser agrees that title and risk of loss to collateral sold hereunder pass to Purchaser at Seller's (or common carrier's) place of business immediately upon identification of the collateral to the order and prior to delivery to, or installation at, Purchaser's premises; and confirms that the collateral will be used by him directly and primarily in the process of producing tangible personal property by mining, manufacturing, processing, or for farming.
- Purchaser warrants the trade-in to be free of all liens and encumbrances; that he has read the above order in its entirety, both front and back pages and attachments, if any; has received a true completed copy hereof; that his signature hereon makes this a firm offer on his part to purchase the collateral; that if this offer is accepted by Seller by signature hereon, by delivery of all or any part of the collateral, or otherwise, he has read, understands and agrees to all of the terms and conditions hereof, including but not limited to the SPECIAL TERMS AND CONDITIONS on the reverse side and Item 5 above; and that all terms and blanks were filled in prior to signing this order.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION. ALL OF THE TERMS, CONDITIONS AND PROVISIONS ON THE REVERSE SIDE FORM A PART HEREOF.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of sex or marital status, and after March 23, 1977, on the basis of race, color, religion, national origin, age, receipt of public assistance or the exercise of rights under the Consumer Credit Protection Act. The Federal agency which administers compliance with this law concerning retail sellers is the Federal Trade Commission, Washington, D.C. 20580.

☐ A separate Equal Credit Opportunity Act notice is attached for any other lender.

In submitting the foregoing application, I guarantee its accuracy with the intent that it be relied upon by the seller or lender in extending credit or service to me. I warrant that I have no known obligations, direct or contingent, which have not been set forth hereon; and that I have not knowingly withheld any material information of an adverse nature. I hereby authorize you to obtain such credit information and verification as you may require.

Accepted:

Purchaser

Seller

THANK YOU! WE APPRECIATE YOUR BUSINESS!



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

February 12, 1986

RE: Lapsed Permit No. 34-7233

John L. Johnson
Farmers Home Admin.
Box 656
Arco, ID 83213

Dear Mr. Johnson:

Enclosed are four proof of beneficial use forms; one of which should be filled in with the information you provided for the above referenced lapsed permit, and the other 3 are for your use in the event this situation arises again.

The provisions of Section 42-217, Idaho Code, require that the proof of beneficial use of water be submitted on forms provided by this Department.

Since we are dealing with a permit needing reinstatement, the date we received your correspondence (2/7/86) will be accepted as the new date of priority once the permit is reinstated. The assignment of permit is satisfactory and will be placed in the file pending receipt of additional information for reinstatement. The additional information needed is evidence to show that beneficial use of water did commence during the authorized permit period from the time the permit was issued until the proof due date (10/1/84). This evidence could be in several forms such as a convincing combination of a well driller's log, pumping or power records, affidavits, aerial photos, receipts, etc. Please provide this information within 30 days so that reinstatement can proceed.

If you have any further questions on this matter, please let me know.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc
Enclosures

MICROFILMED



United States
Department of
Agriculture

Farmers
Home
Administration

P.O. Box 656
Arco, Idaho
83213

RECORDED
FEB 7 1986

Department of Water Resources

February 5, 1986

Jim Johnson
Water Rights Supervision
Dept. of Water Resources
State House
Boise, Idaho
83720

RE: Permit #34-7233

Dear Jim;

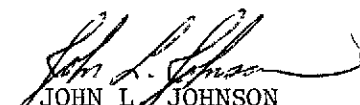
Farmers Home Administration is requesting an extension to comply with your letter dated December 16, 1985.

I have had an employee on sick leave since December 8, 1985 which has put more work on myself as supervisor and therefore have not been able to assemble all of the necessary information to reinstate the permit.

Attached to this letter is a proof statement, and assignment of the permit.

Please respond as soon as possible.

Sincerely,


JOHN L. JOHNSON
County Supervisor

Enclosure



Farmers Home Administration is an Equal Opportunity Lender
Complaints of discrimination should be sent to
Secretary of Agriculture Washington D C 20250

DEPT. OF WATER RESOURCES

PERMIT # 34-7233

PERMIT HOLDER William H. Toone assign to Farmers Home Administration

ADDRESS P.O.Box 656 Arco, Idaho 83213

PHONE 527-3486

SOURCE OF WATER Well

Irrigation 70 additional acres

MEASURING DEVICE not required

ACCESS PORT unknown at this time

The above information is true statement to the best of my knowledge to the extent the above permit has been developed.



John L. Johnson
County Supervisor
FmHA

Accept This AS proof to beneficial use
statement. Request Permit holder to
submit proof on Dept. form
Jim
2-7-1986

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

STATEHOUSE
BOISE, IDAHO 83720
(208) 334-4440

TOONE III, WILLIAM H.
P. O. BOX 820
ANCO, ID 83213

LAPSE NOTICE

OCTOBER 11, 1984

DEAR PERMIT HOLDER:

YOU ARE HEREBY NOTIFIED THAT UNDER THE PROVISIONS OF SECTION 42-218A OF THE IDAHO CODE, PERMIT NO. 34-7233 HAS LAPSED. THIS OFFICE DID NOT RECEIVE EITHER AN ACCEPTABLE NOTICE THAT YOU HAVE COMPLETED THE PROJECT (PROOF OF BENEFICIAL USE) BY THE DATE REQUIRED ON YOUR PERMIT OR AN ACCEPTABLE REQUEST FOR AN EXTENSION OF TIME. YOU WERE PROVIDED THE PROPER FORMS IN OUR PROOF DUE NOTICE TO YOU DATED JULY 31, 1984.

YOUR PERMIT CANNOT BE REINSTATED UNLESS YOU SUBMIT THE STATEMENT OF BENEFICIAL USE POSTCARD OR SUBMIT AN EXTENSION OF TIME REQUEST SHOWING REASONABLE CAUSE FOR DELAY. EITHER THE COMPLETED POSTCARD OR THE EXTENSION REQUEST MUST BE RECEIVED BY THIS OFFICE WITHIN SIXTY DAYS OF THE DATE OF THIS LAPSE NOTICE OR THE PERMIT WILL NO LONGER BE OF ANY FORCE OR EFFECT.

A STATEMENT OF BENEFICIAL USE POSTCARD AND A REQUEST FOR EXTENSION OF TIME FORM ARE AGAIN ENCLOSED FOR YOUR USE. PLEASE NOTE THAT A FEE OF \$15.00 MUST ACCOMPANY AN EXTENSION OF TIME REQUEST AND THAT ONLY ONE EXTENSION OF TIME CAN BE GRANTED UNLESS THE PROJECT HAS NOT BEEN COMPLETED BECAUSE OF LACK OF A NECESSARY APPROVAL BY A GOVERNMENTAL AGENCY OR BY LITIGATION.

L. GLEN BAXTON
CHIEF, OPERATIONS BUREAU

ENCLOSURES

LG51RF

CERTIFICATION OF MAILING
I hereby certify that on 10-15-84
a copy of this document was
deposited in the United States mail,
postage prepaid, addressed to the
individuals named above.
[Signature]

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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

138065

SCENE III, WILLIAM H.
P. O. BOX 820
ARCC, ID 83213

PROOF DUE NOTICE

JULY 31, 1984

DEAR PERMIT HOLDER:

ONE OF THE CONDITIONS OF APPROVAL OF YOUR WATER PERMIT NO. 34-7233 WAS THAT PROOF OF THE EXTENT OF YOUR BENEFICIAL USE MUST BE SUBMITTED TO THIS OFFICE ON OR BEFORE OCTOBER 01, 1984. (SEE LAST PAGE OF YOUR APPROVED PERMIT OR YOUR LAST APPROVED EXTENSION REQUEST). ENCLOSED IS A POSTCARD WHICH 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, MORE THAN ONE EXTENSION OF TIME CAN BE GRANTED. AN EXTENSION OF TIME REQUEST FORM IS ENCLOSED FOR YOUR CONVENIENCE.

EITHER THE BENEFICIAL USE POSTCARD OR A 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

ENCLOSURES

January 8, 1952

RE: Photo No. 22-200

WITNES A. Tamm 121
For the
A. Tamm, Jr. 121

Dear Mr. Tamm:

This is to acknowledge receipt of the photograph showing the items
referred to in your letter. The photograph has been received and the
Department's records changed accordingly.

I enclosed for your records is a copy of the report. Please note the
conclusion of report on the first page.

Sincerely,

Wm. J. Tamm
Chief Distribution Supervisor

WJ
Enclosure



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

JOHN V. STONE
Governor

C. STEVEN ARMSTRONG
Deputy

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

November 3, 1979

Spencer W. Tamm
P.O. Box 820
Arco, Idaho 83213

Dear Mr. Tamm,

RE: Permit No. 34-7223

Enclosed is a copy of your approved Application for Permit. We direct your attention to the conditions of approval on the fourth page.

Be sure to note the special condition requiring you to install an access port or other device to provide for the installation of measuring equipment by the Department. Enclosed are specifications for the installation of the access port, as well as a list of measuring device options.

The exercise of this permit may also be affected by the court's determination of water rights in the case of Idaho Power Company v. State of Idaho, et al., Civil No. 62137, currently pending before the District Court of Ada County.

Idaho Power officials tell us that because of Case No. U-1004-124 filed before the Idaho Public Utilities Commission, Idaho Power Company is asking the District Court of Ada County to determine whether the Power Company's water rights on the Snake River are protected against subsequent upstream appropriations in the waters of the Snake River and surface and subterranean tributaries between Milner Dam and Hells Canyon.

Since the use of water under your permit may affect the flows in this reach of the Snake River, the final decision in Idaho Power Company v. State of Idaho, et al. (Ada County Civil No. 62137) may determine to what extent the exercise of your permit may be subject to the water rights of Idaho Power.

While the Ada County court is examining this question, Idaho Power Company has not filed a specific protest to your permit. However, the Department of Water Resources has been advised that the Power Company is not waiving any of its rights to contest or limit the exercise of your permit or a subsequent license or water right.

If you have any questions, please let us know.

Sincerely,

David R. Tuttle

DAVID R. TUTTLE, JR.
Supervisor, Water Allocations Section

Enclosure

State of Idaho
Department of Water Resources

APPLICATION FOR PERMIT ANALYSIS SHEET

INITIAL REVIEW BY: RP

APPLICATION NUMBER: 34 7233

CHECK:

- ☒ Source.
☒ Point of diversion.
☒ Quantity.
☒ Description of diverting works.
☒ Is it required for beneficial use of water.
☒ Type of use or uses irrigated.
☒ Season.
☒ Pressure.
☒ FICA.

Field check by: _____

Date: _____

Comments: _____

- ☐ Yes ☒ No
☐ Yes ☒ No
☐ Yes ☒ No
☐ Yes ☒ No

Field check required.

Critical groundwater area.

Request dam safety information. Sent by: _____ Date: _____

In form to receipt.

*REQUEST THE FOLLOWING ADDITIONAL INFORMATION FROM THE APPLICANT:

SEND COPIES TO:

- ☐ Idaho State Health Department.
☐ Idaho Fish and Game Department.
☐ Idaho Department of Lands.
☐ U.S. Bureau of Land Management.
☐ U.S. Forest Service.
☐ Other _____

Copies sent by: _____

Date: _____

PROCESSING:

- ☒ Yes ☐ No
☒ Yes ☐ No
☐ Yes ☒ No

Platted by: RP

Map No. DSIN 34 T4N R26E SEC 26

Other rights on same place of use.

112 G 29000 24 2880 - This project has been adjusted

In form for advertising.

Final date for protests: SEPT 18, 1979

Protests received. If yes, record information on 4th page of application.

FINAL REGIONAL PROCESSING REVIEW:

☒ Affidavit of publication received. Date: SEPT 19, 1979

☒ Application published correctly. If not, record action taken: _____

☒ Fee amount, receipt date & number, recorded on application.

☒ Publication date and paper, recorded on application.

☒ Protests, dates, withdrawal, etc., recorded on application.

☒ Recommendation & initial, recorded on application.

- ☐ Yes ☒ No

Measuring device required.

- ☐ Yes ☒ No

Access port required.

- ☐ Yes ☒ No

Will water be delivered by watermaster? If yes, what district? _____

Date of priority recommended: 8/15/79

Special conditions of approval or cover letter. _____

STATE OFFICE REVIEW:

Q18, State Office Review Review

☒ See National Office for more information.

By: [Signature]

Date: 10/15/79

Department of Water Resources

1

INTER-DEPARTMENT MEMO

10/5/79

Mr. [unclear]

re: [unclear]

Summary: Subsequent to staff analysis of application 84-2288 it was determined that this is in conflict with license 84-2386, which under the application is expensive. Although we were unable to contact the Transacting Office, the application has been referred to eliminate this conflict. Since the previous license was for 0.02% per year and the application is originally calculated at 0.02% per year. The contribution of one million inch per year for the stock will provide benefit.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern Region

1515 Lincoln Road
Idaho Falls, Idaho 83401
(208) 527-7186

AUGUST 16, 1979

The Arco Advertiser
Box "C"
Arco, Idaho 83213

Gentlemen

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. We have allowed ample time for you to submit a seller proof to this office for review before the first publication date. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before SEPTEMBER 10, 1979.

Yours truly,

RONALD D. CHILSON
Supervisor
Eastern Region

Encl.

Called 9/10/79

3.7

5.38

83 m/ae

37
23 41

1.82

3.7

41

NOTICE OF APPLICATION FOR WATER RIGHT

Notice is hereby given that the following application(s) have been submitted for permit to appropriate the public waters of the State of Idaho:

34-2232

TOONE, SPENCER W.

P. O. BOX 820, ARCO, ID 83212

Source. GROUNDWATER

Date Filed 08/15/1979

Amount 3.70 CFS

Diversion Point N4W Sec 26 T 04N R 26E BUTTE Co.

Use IRRIGATION (3.70 CFS) from 04/01 to 11/01

Place of Use NENE N4W S4W N4SW Sec 26 T 04N R 26E NENE SENE
Sec 27 T 04N R 26E FOR 185 ACRES

Diversion Means. (2) WELLS, PUMPS & SPRINKLER SYSTEM

If issued, the permit(s) will be subject to all prior water rights. Protests against the granting of any permit must be filed with the Director of the Idaho Department of Water Resources, 1818 Lincoln Road, Idaho Falls, Idaho 83401 on or before SEPTEMBER 20, 1979.

C. STEPHEN ALLARD

Director

Published 8/22 & 8/29/79.