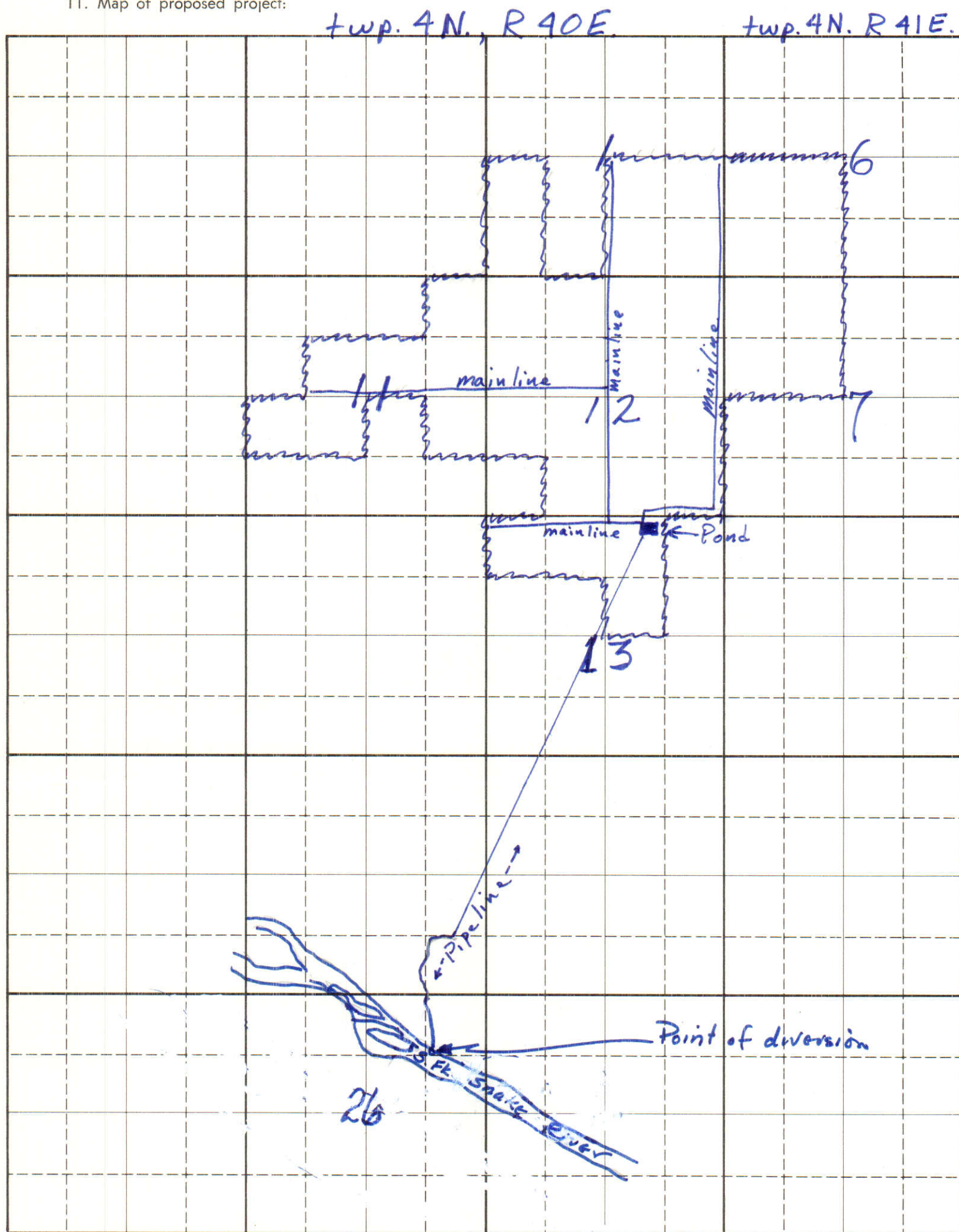


11. Map of proposed project:



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.

COVINGTON BROS.

Brent E. Covington
E. Blaine Covington
(Applicant)

RECEIVED

DEC 11 1974

Department of Water Resources
Eastern District Office

Affidavit of Publication

THE RIGBY STAR

STATE OF IDAHO,
County of Jefferson

ss.

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

And affiant further says that at the times herein mentioned said newspaper as per clipping attached, was published in said newspaper in the regular and entire issue thereof, and not in any supplement issue thereof, for

Two Consecutive issues thereof; first publication having been made on the

21st day of *November*, 19*74*

and the last publication on the

28th day of *November*, 19*74*

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

Hope B. Jones

E 1/2 NE 1/4, SW 1/4, SE 1/4

Subscribed in my presence and sworn to before me this *10th*

day of *December*, 19*74*
(SEAL)

RH Hummer

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

My commission expires _____, 19____

Publication Fee: \$ *13.94*

MY COMMISSION EXPIRES JULY 15, 1977

REPROFILMED

MB NOTICE OF APPLICATION
FOR WATER PERMIT

Notice is hereby given that Brent E & E Blair Covington, P.O. Box 132, Rexburg, Idaho have on November 12, 1974 submitted Application No. 22-7112 for a permit to appropriate 16.0 cubic feet per second of water from the South Fork of Snake River tributary to the Snake River by means of pump and pipeline within the NE 1/4 NE 1/4, Sec. 26, T. 4N, R. 40E, B.M., Jefferson County to be used from April 1 to November 1 for the irrigation of 1600 acres within the W 1/2 SW 1/4, SE 1/4, Sec. 1, N 1/2 SW 1/4 NE 1/4 SE 1/4, Sec. 11, N 1/2 E 1/2 NE 1/4, SW 1/4 NE 1/4, SE 1/4 NW 1/4, N 1/2 SW 1/4, SE 1/4 SW 1/4, SE 1/4, Sec. 12, W 1/2 NE 1/4, N 1/2 NW 1/4, Sec. 13, T. 4N, R. 40E; SW 1/4, Sec. 6, NW 1/4, Sec. 7, T. 4N, R. 41E, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401 on or before December 9, 1974.

R. KEITH HIGGINSON
Director

Published in The Rigby Star, Rigby, Idaho on November 21 and November 28, 1974.

Affidavit of Publication

THE RIGBY STAR

RECEIVED

JAN 9 1975

STATE OF IDAHO,
County of Jefferson

ss.

Department of Water Resources
Eastern District Office

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

And affiant further says that at the times herein mentioned said newspaper as per clipping attached, was published in said newspaper in the regular and entire issue thereof, and not in any supplement issue thereof, for

Consecutive issues thereof; first publication having been made on the 19th day of Dec, 1974

and the last publication on the

26th day of Dec, 1974

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

Hope B. Jones

Subscribed in my presence and sworn to before me this 8th

day of January, 1975

(SEAL)

Thomas Shager

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

My commission expires 1 Sept, 1978

Publication Fee: \$-----

NOTICE OF CORRECTION

Notice is hereby given that Application No. 22-7112 in the name of Brent B. & E. Blair Covington was advertised incorrectly on November 21 and November 28, 1974. The place of use was advertised as being within the W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 1, N $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 11, N $\frac{1}{2}$, E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 12, W $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 13, T. 4N, R. 40E; SW $\frac{1}{4}$, Sec. 6, NW $\frac{1}{4}$, Sec. 7, T. 4N, R. 41E, B.M.

WHEREAS, the actual place of use is within the W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 1, E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 11, N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 12, W $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, Sec. 13, T. 4N, R. 40E; SW $\frac{1}{4}$, Sec. 6, NW $\frac{1}{4}$, Sec. 7, T. 4N, R. 41E, B.M.

Any protests against the granting of this permit as a result of this correction must be filed with the

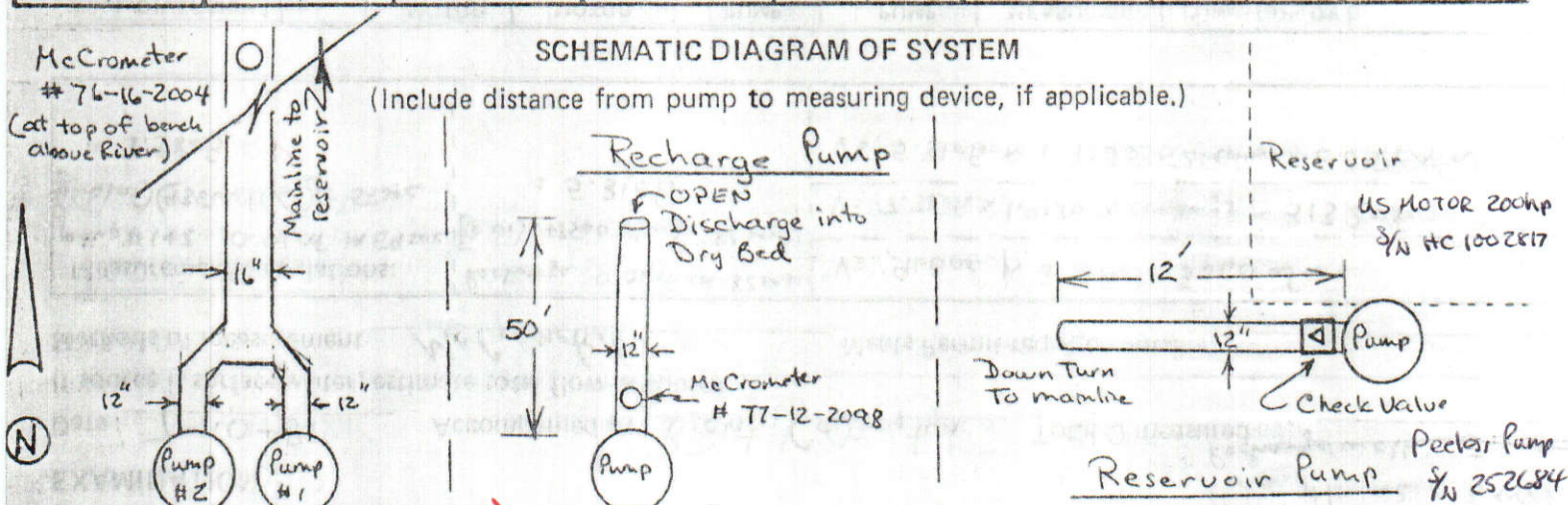
Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401, on or before January 6, 1975.

R.KEITH HIGGINSON,
Director.

Published in The Rigby Star,
Rigby, Idaho on December 19 and
December 26, 1974.

MICROFILMED

SEE ATTACHED MAP



Diversion Pumps (NE 1/4 NE 1/4) ← 1 pt. - Gov. Lot 6

Point(s) of diversion: ~~SE 1/4 NE 1/4~~ Sec 26 (Diversion from Snake), SW 1/4 SW 1/4 Sec 27 (Recharge well into Dry Bed), T 4N R 40E, Jefferson County

Place(s) of Use

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	
4N	40E	1									35			39	23	29	36	40	202 ✓
		12	40	40	40	40	40			40	40			39	40	40	34	39	432 472 ✓
		13					40	40											80 ✓
4N	41E	6									5	25	40	8					78 ✓
		7					29	40	40	19									128 ✓

Recommended Amendments:

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

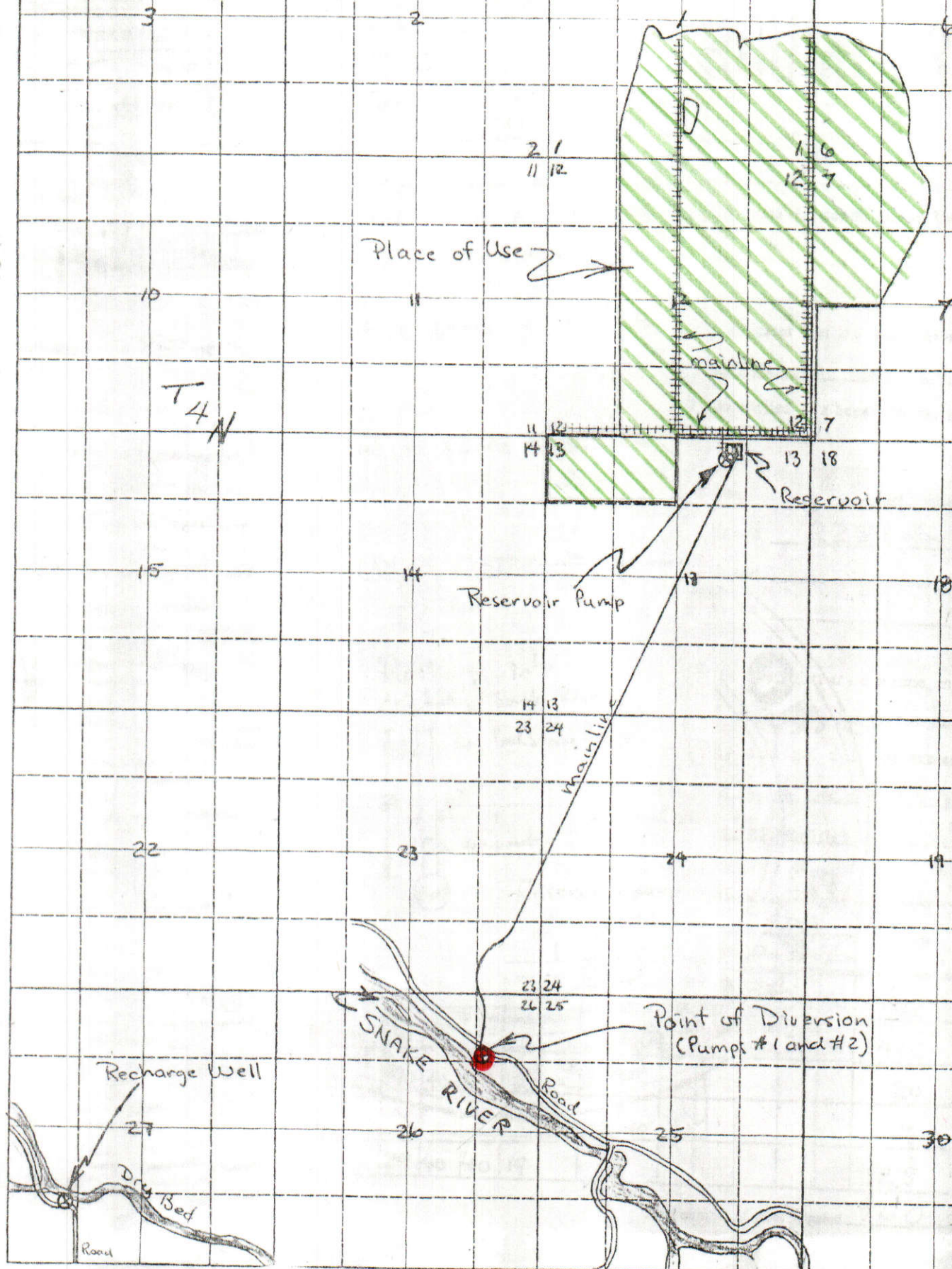
- ☐ Add P.D. as reflected above
- ☐ Add P.U. as reflected above

- ☒ None
- ☐ Other

960 960 ✓
220

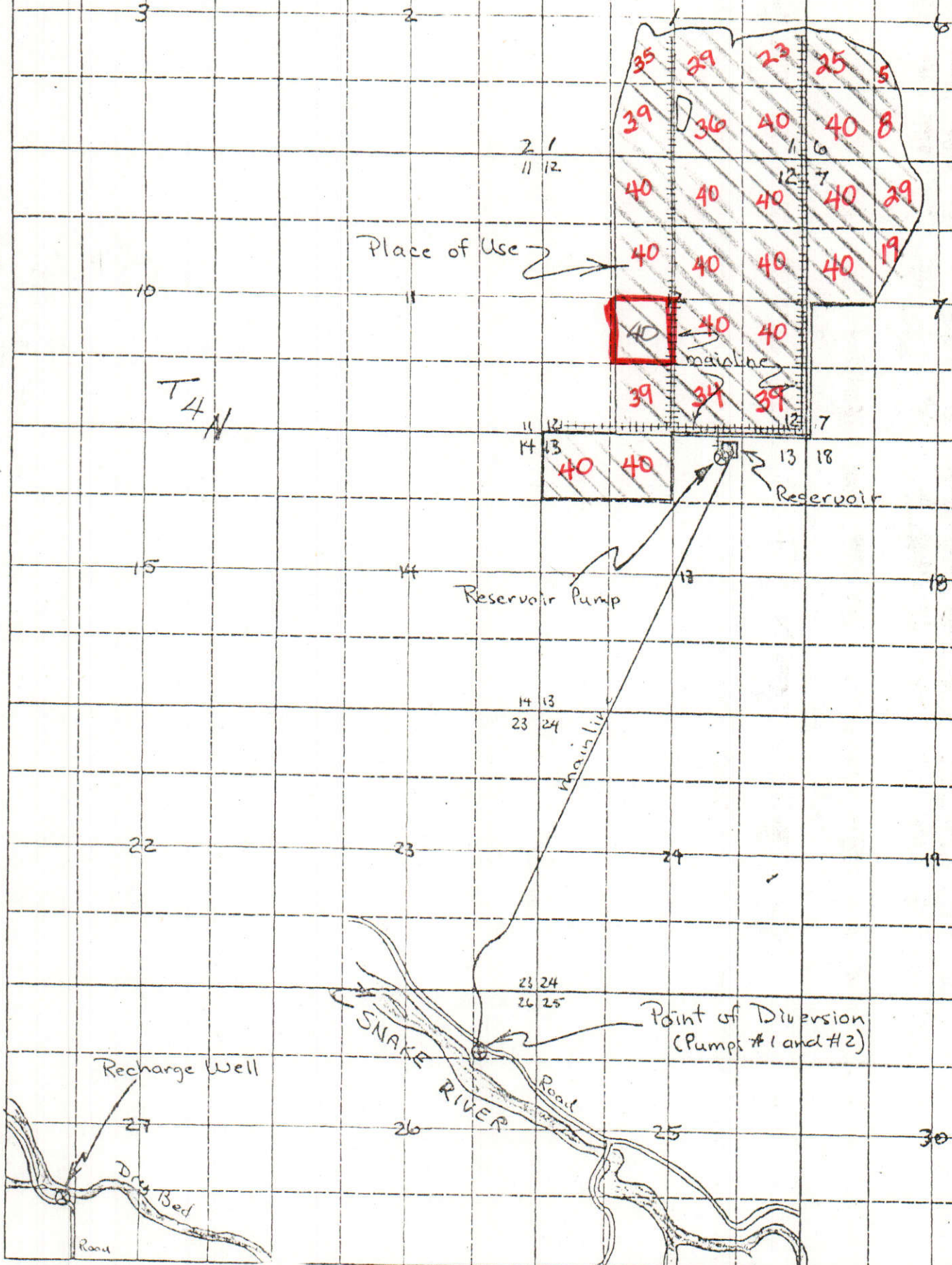
Examiner's Signature: K.C. Wilson
Checked by: W. Jones
Approved by: Ray Walker

Date: 7-22-81 / 1-31-83
Date: 8-29-83
Date: 4-24-1984



Scale: 2 Inches equal 1 mile

R40E | R41E



Scale: 2 inches equal 1 mile

R40E | R41E

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 01-7006 Priority November 12, 1974 Amount 7.38 cfs

THIS IS TO CERTIFY, that Brent E. Covington & E. Blair Covington, dba Covington
of Rexburg, Idaho Brothers, has complied with the terms and conditions of Permit
No. 01-7006 issued pursuant to Application for Permit dated November 12, 1974,
and has submitted proof to the Department of Water Resources on November 7, 1979,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 7.38 cfs of water from Snake River, South Fork,
tributary to Snake River, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Irrigation	from <u>April 1</u> to <u>November 1</u> at <u>7.38</u> cfs and <u>3132.6</u> acre feet		
	from _____ at _____ cfs and _____		
	from _____ at _____ cfs and _____		

(both dates inclusive)

Subject, however, to the condition that no more than 7.38 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
3132.6 acre feet per year, said waters to be diverted within the Gov. Lot 6 (NE $\frac{1}{4}$ NE $\frac{1}{4}$)
Section 26, Twp 4N, Rge 40E in the County of Jefferson

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
4N	40E	1									35			39	29	26	40		202
		12	40	40	40	40	40			40	40			39	40	40	34	39	472
		13					40	40											80
4N	41E	6									5	25	40	8					78
		7					29	40	40	19									128

Total number of acres irrigated 960

Use of water under this license is subject to control by the watermaster of State
Water District No. 01, Snake River.

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

This right when combined with Right NO. 25-7106 shall exceed neither 7.38 cfs
nor 3132.6 af.

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

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 3rd day of
August, 19 84.

Acting for the Director

RECEIVED

MAY 24 1984

Ident. No. _____

STATE OF IDAHO

Department of Water Resources

Licensing

APPLICATION FOR AMENDMENT OF A PERMIT

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

APPROVED

Comes now Brent E. & E. Blair Covington dba Covington Bros Phone _____

of (address) Box 132 Rexburg, ID 83440, and represents to the
Director of the Idaho Department of Water Resources:

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho
No. 01-7006, and requests that the permit and permit map be changed as follows:

Gov. Lot 6

1. Point of diversion: (NE 1/4 NE 1/4), Section 26, Township 4N, Range 40E, B.M.,
County of Jefferson. Other points of diversion: _____

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

No change
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)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum)

3. Place of use or land to be irrigated:

TWP	RGE	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
4N	40E	1									35			39	23	29	36	40	202
		12	40	40	40	40	40			40	40			39	40	40	34	39	472
		13					40	40											80
4N	41E	6									5	25	40	8					78
		7					29	40	40	19									128

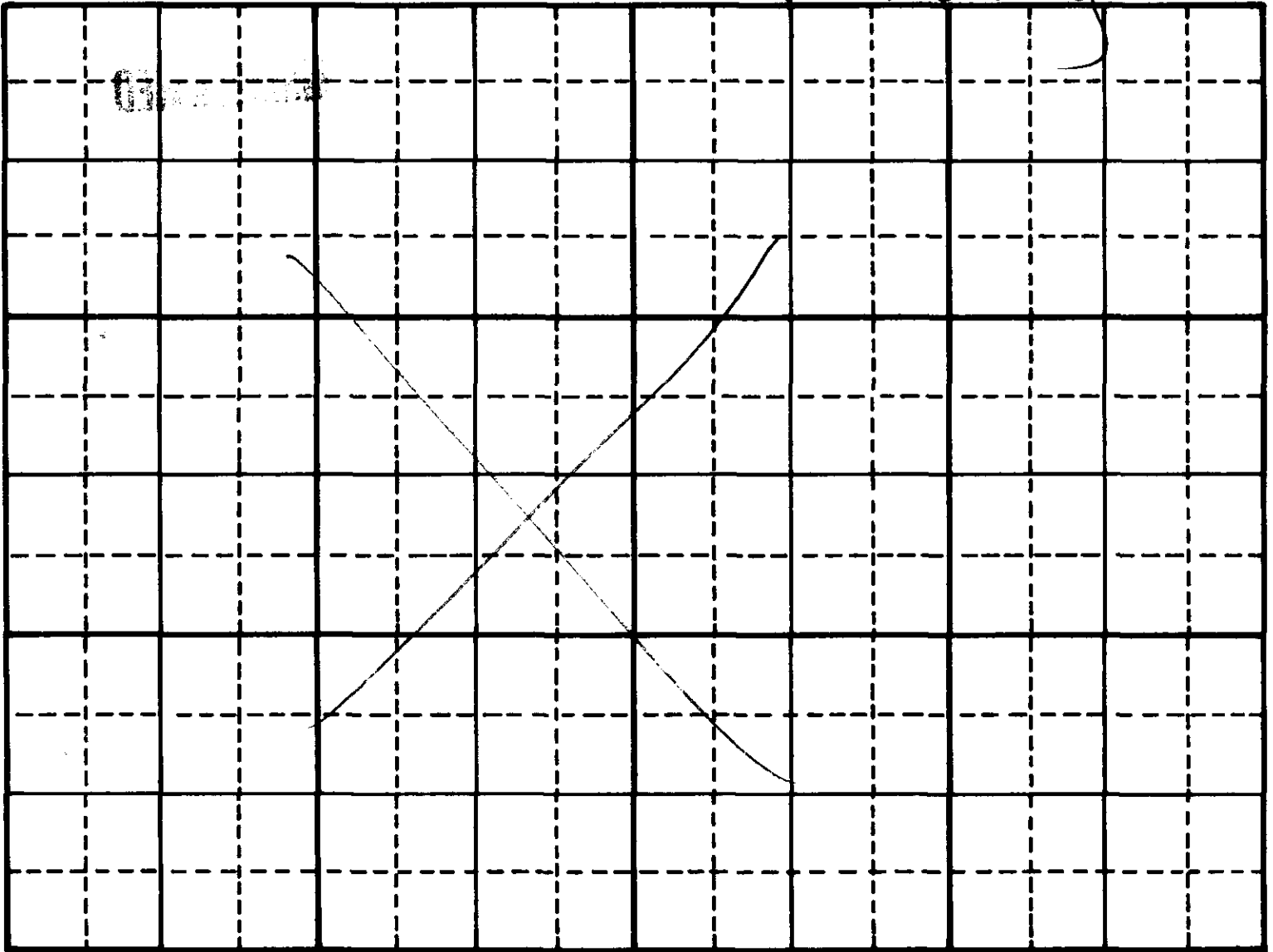
Total number of acres to be irrigated = 960

4. a. Who owns the property at the point of diversion? Skanydell Canal Co.
b. Who owns the land to be irrigated or the place of use? Covington Bros.
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____

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

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

Not necessary



Scale: 2 inches equal 1 mile.

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

Signed at REXBURG, IDAHO, this 23 day of May, 1984.

by Brent E. Covington

Brent E. Covington
(Signature)
for Covington Bros.

FOR DEPARTMENT USE ONLY

Preliminary check by kw Fee = \$20.00 ✓

Received by sg Date 5-24-84 #34654

Publication prepared by N/A Date _____

Published in _____

Publication dates _____

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, A. KENNETH DUNN, of the Department of Water Resources hereby

Approve the above Application for Amendment for Permit No. 01-7006.

Witness my hand this 3rd day of August, 19 84.

Acting for the Director

Roman C. Young

22 7112

Identification No. 01-7006

Application No. _____

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
APPLICATION FOR PERMIT

REMOVED

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

1. Name of applicant BRENT E. COVINGTON and E. BLAIR COVINGTON, dba COVINGTON BROS.
 post office address P.O. Box 132, Rexburg, Idaho 83440
2. Source of water supply South Fork of Snake River which is a tributary of Snake River
3. a. Location of point of diversion is NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 26 Township 4N
 Range 40E B.M. Medison County; additional points of diversion if any: _____
Jefferson Per telecon LHJ 11-13-74
- b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
 of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____
4. Water will be used for the following purposes:
 Amount 16 CFS for Irrigation purpose from April 1, to Nov. 1 (both dates inclusive)
(cfs or acre-feet per annum)
 Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
 Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated:
 a. 16 cubic feet per second and/or
 b. _____ acre feet per annum.
6. Proposed diverting works:
 a. Description of ditches, flumes, pumps, headgates, etc. Pump mounted into channel, main
pipeline up canyon wall 2300 ft. long, 820 ft. lift, into a two mile long
pipeline leading into a storage pond; and from pond through another pump
into mainline and laterals.
 b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir
 capacity _____ acre feet, materials used in storage dam: _____
 Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)
 c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
 is five years.
 b. Estimated construction cost is \$ 150,000.00.
8. Description of proposed uses:
 a. If water is **not** for irrigation:
 (1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
 Range _____ B.M. _____
 (2) Amount of power to be generated: _____ hp under _____ feet of head.
 (3) List number of each kind of livestock to be watered _____

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

MICROFILMED

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

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
4N.	40E.	1										40	40		40	40	40	40	240
4N.	40E.	11	40		40	40				40	40	40			40				280
4N.	40E.	12	40	40	40	40	40	40	40	40	40	40		40	40	40	40	40	600
4N.	40E.	13		40	40		40	40											160
4N.	41E.	6									40	40	40	40					160
4N.	41E.	7					40	40	40	40									160

Total number of acres to be irrigated 1600

c. Describe any other water rights used for the same purposes No water rights; but for 8 years have been leasing (year to year) 4 CFS from Palisades Reservoir.

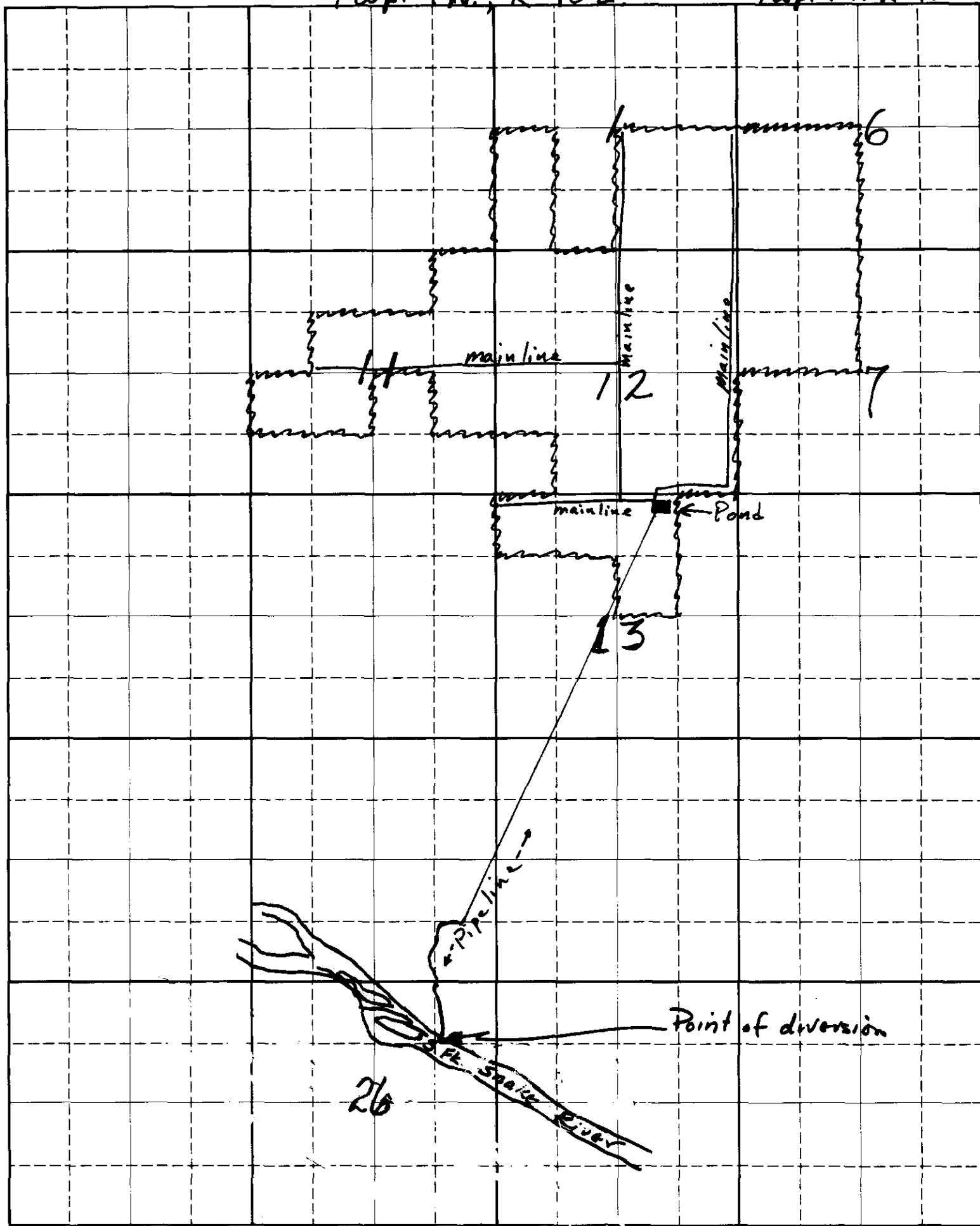
9. a. Who owns the property at the point of diversion B.L.M.
- b. Who owns the land to be irrigated or place of use Applicant, except 280 Acres on State Lease.
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing by permission of Idaho State Land Dept., which has adjusted rentals accordingly.

10. Remarks _____

11. Map of proposed project:

twp. 4N., R 40E.

twp. 4N. R 41E.



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.

COVINGTON BROS.

E. Blair Covington
(Applicant)

Proposed Priority 11-12-1974

WR 11-12-74 12:15 PM
Cal 11-05-74 11:05 A

Received by WR Date 11-1-74 Time 11:30 AM

Preliminary check by WR Fee \$ 175.00

Receipted by WR Date 11-12-74 # 13143

Publication prepared by WR Date 11-15-74 MB
12-13-74

Published in Highway Star CORRECTION

Publication dates 11/21 + 11/28/74 12/19 + 20/74

Publication approved Cal Date 1-09-75

Priority reduced to _____ Reason _____

Protests filed by: _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by RPC DOF

ACTION OF STATE RECLAMATION ENGINEER

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 22-7112, and said application is hereby APPROVED.

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

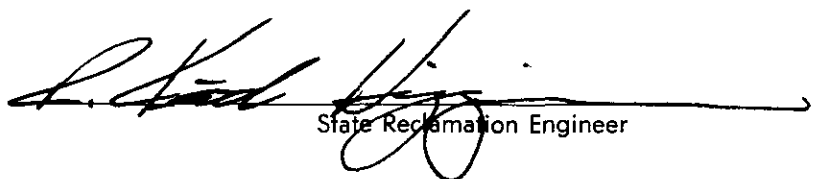
a. SUBJECT TO ALL PRIOR WATER RIGHTS.

b. Proof of construction of works and application of water to beneficial use shall be submitted on or before January 1, 19 80.

c. Other: A measuring device of a type approved by this Department shall be permanently installed and maintained as part of the diverting works.
Use of water under this permit is subject to control by the watermaster of State Water District No. 01, Snake River.

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

Witness my hand this 24 day of January, 19 75.


State Reclamation Engineer

DEPARTMENT OF WATER RESOURCES
- STAFF ANALYSIS -

Item Initial Date

Application No. 22 7112

- ☒ Source
☒ Point of Diversion
☒ County *changed from Madison to Jefferson for conversion*
☒ Quantity of Water and Period of Use
☒ Description of Diverting Works
☒ Time required for B/U of water
☒ Place of Use or Acres Irrigated
☒ Map
☒ Signature
☒ Fee

(1) MB 11/12/74

In form to receipt yes

(2) " "

Send Copies to:

- ☐ Idaho State Health Department
☐ Idaho Fish and Game Department
☐ Bureau of Land Management
☒ WD 01 - Basin 22
☐ Request Special Use Permit from U.S.F.S.
☐ Request Easement from B.L.M.
☐ Request Information from Applicant

(3) " "

(4) " "

In form for advertising yes

(5) " "

Platted on Map No. X - 45

(6) " "

Located within Water District No. WD 01 - Basin 22

(7) " "

Critical groundwater area: yes no

(8) " "

Groundwater levels:

Declining, Stable, Increasing

(comment)

(9) " "

Other rights on the same place of use None known

(10) " "

Comments:

(11) MB 1-04-75
MB 12-11-74

Affidavit of Publication received (date) Dec. 11, 1974

(12) MB 1-6-75

Final date for protests December 9, 1974
Protests received: yes no X

(13) RDC 1/9/75

All requested information received from agencies or applicant: yes no

(14) " "

Action recommended:

☒ Approve Deny

11/12/74 Proposed Priority

Reason for Reduction

- ☒ Measuring device required
CONTROL OF WATER MASTER
☒ See attached sheet for other conditions of approval

No special conditions Department of Water Resources approval

(15) District E By RDC Date 1/9/75

MICROFILMED

RECEIVED

DEC 11 1974

Department of Water Resources
Eastern District Office

Affidavit of Publication

THE RIGBY STAR

STATE OF IDAHO, }
County of Jefferson } ss.

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

And affiant further says that at the times herein mentioned said newspaper as per clipping attached, was published in said newspaper in the regular and entire issue thereof, and not in any supplement issue thereof, for

Two Consecutive issues thereof; first publication having been made on the
----- *21st* ----- day of *November*, 1974

and the last publication on the

----- *28th* ----- day of *November*, 1974

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

Hope B. Jones

E/2NE 1/4, S4NE 1/4, SENE 1/4

Subscribed in my presence and sworn to before me this *10th*

day of *December*, 1974
(SEAL)

R. H. Furman

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

My commission expires -----, 19-----

Publication Fee: \$ *13.94*

NOT

DEC 15, 1974

RECEIVED

Affidavit of Publication

THE RIGBY STAR

JAN 9 1975

STATE OF IDAHO,
County of Jefferson

ss.

Department of Water Resources
Eastern District Office

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

And affiant further says that at the times herein mentioned said newspaper as per clipping attached, was published in said newspaper in the regular and entire issue thereof, and not in any supplement issue thereof, for

Consecutive issues thereof; first publication having been made on the

14th day of June, 1974

and the last publication on the

25th day of June, 1974

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

Subscribed in my presence and sworn to before me this

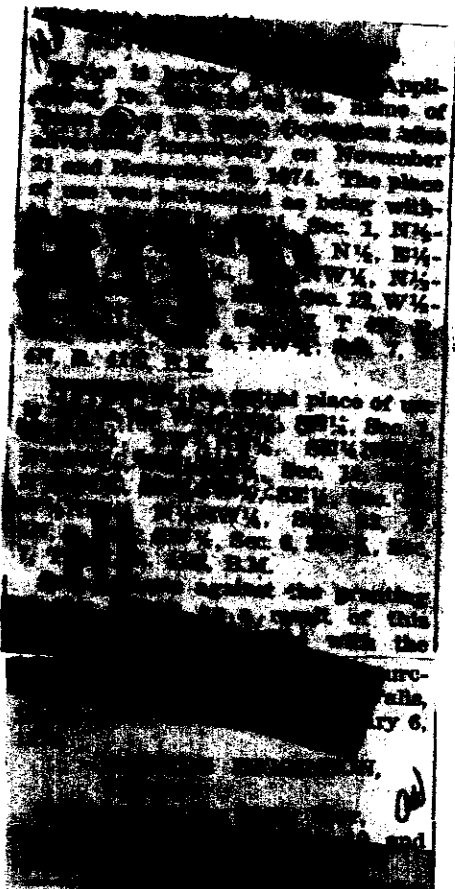
day of January, 1975
(SEAL)

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

My commission expires Sept, 1978

Publication Fee: \$

MICROFILMED



August 7, 1984

RE: Permit No. 01-7006

Brent E. & E. Blair Covington
dba Covington Bros.
Box 132
Rexburg, ID 83440

Gentlemen:

Enclosed herewith is a copy of your Water Right License issued on the above referenced permit along with a copy of your approved application for amendment. Also enclosed is Departmental Receipt No. 34654 in the amount of \$20.00.

Should you have any questions regarding these documents, please feel free to contact our office.

Sincerely,

JIM JOHNSON
Water Distribution Supervisor

JJ:sc
Enclosures

RECEIVED



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

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

May 7, 1984

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

RE: Permit No. 01-7006

Brett E. & E. Blair Covington
dba Covington Brothers
Box 132
Rexburg, ID 83440

Gentlemen:

A representative of this Department made an examination of the works covered by your Permit No. 01-7006 and has found the following:

Amount of water that can be recognized as beneficially used under
Idaho law: 7.38 cfs Source: S. Fork Snake River trib to Snake River

The maximum quantity diverted shall not exceed 3132.6 acre feet
per year.

Point(s) of diversion: NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 26, Twp 4N, Rge 40E

Beneficial Use: Irrigation of 202 acres within E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 1, 472 acres
within NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW, SE $\frac{1}{4}$, Sec. 12, 80 acres within NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 13, Twp 4N,
Rge 40E, 78 acres within SW $\frac{1}{4}$, Sec. 6 and 128 acres within NW $\frac{1}{4}$, Sec. 7, Twp 4N, Rge 41E
Priority date established: November 12, 1974

Conditions (if any): Use of water under this license is subject to control by the
watermaster of State WATER District No. 01, Snake River.

In order for the Department to issue the above license, it will be necessary for
you to amend the permit to correspond with the findings of the field examiner. We
are enclosing a partially completed amendment form for your use in this matter.

Please sign the amendment application and return it to this office along with a
\$20.00 filing fee within 30 days in order that we might issue your license as set
forth above. If you do not concur with these findings or have any questions,
please contact us within the 30-day period.

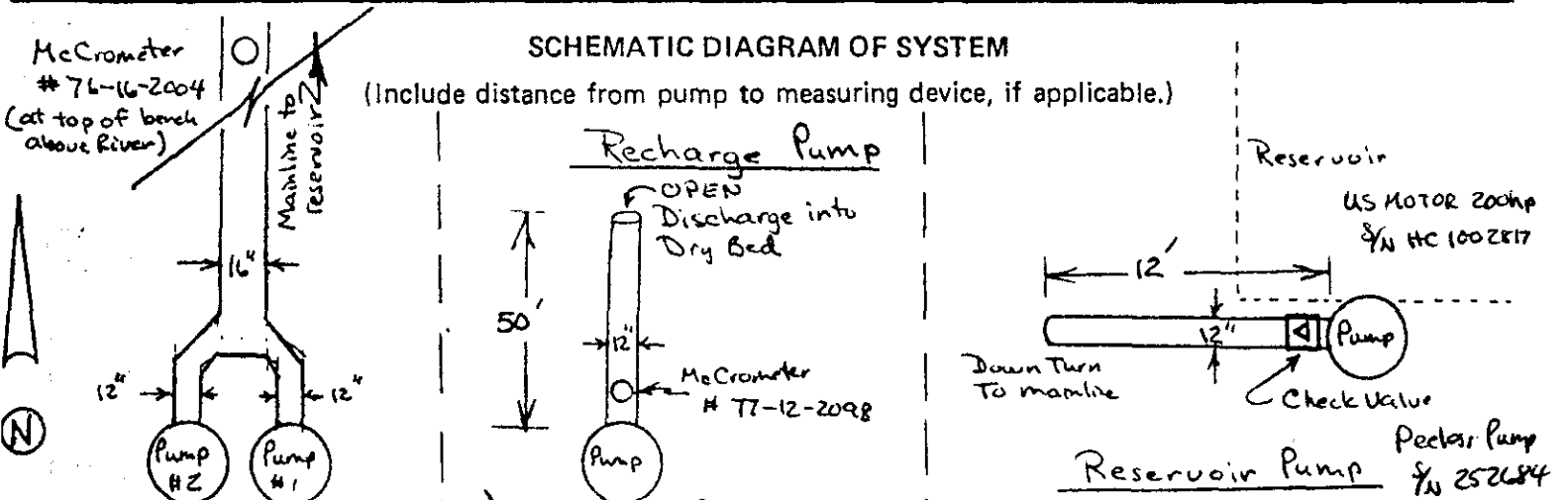
Sincerely,

JIM JOHNSON
Water Distribution Supervisor

JJ:sc
Enclosure

NOTE: Refer to 25-7106 for Recharge (Exchange) well

SEE ATTACHED MAP



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	
4N	40E	1									35'			39'	23'	29'	36'	40'	202 ✓
		12	40'	40'	40'	40'	40'			40'	40'			39'	40'	40'	34'	39'	432 ✓
		13					40'	40'											80 ✓
4N	41E	6									5'	25'	40'	8'					78 ✓
		7					29'	40'	40'	19'									128 ✓

Recommended Amendments:

☒ Change P.D. as reflected above ☐ Add P.D. as reflected above ☒ None

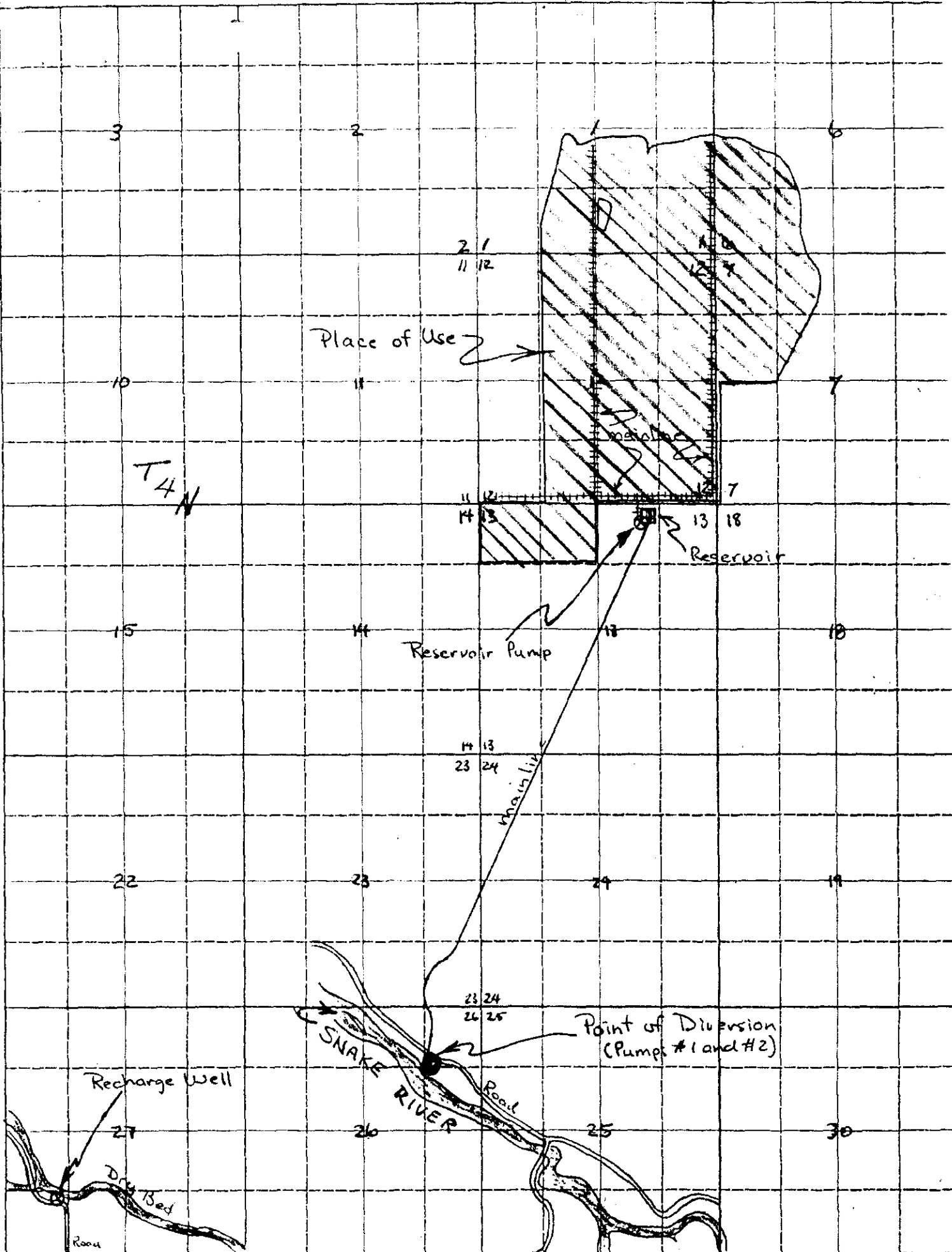
☒ Change P.U. as reflected above ☐ Add P.U. as reflected above ☐ Other

Examiner's Signature: K.C. Wilson Date: 4-22-81 / 1-31-83

Checked by: W. Jones Date: 8-29-83

Approved by: Larry Walker Date: 4-24-1984

960 960 ✓
920



Scale: 2 inches equal 1 mile

Overlap Review for 01-7006

per permit: lease from Palisades -

~~Recommend R16(3.5)~~ IDAHO Code
per examiner: 25-7106 ALLOWS 5.0 AF
from storage water

per micro-fische 4/20/84:

p/d → (WENE) 01-4011 for stock River
(SENE) 01-0046 ^{new} # 22-0015 Rainey Ck.

01-0083B ^{new} # 22-0178 Wood Ck. & Springs

T. 2560 Burgess Canal & Sec. Co. → 01-0094A ^{new} # 01-0029D

no overlap - no
p/d in this area

01-0115C ^{new} # 23-0063 Rainey Ck.

01-0115E ^{new} # 23-0063 Rainey Ck.

01-0116 ^{new} # 23-0064 Rainey Ck.

01-0195B ^{new} # 22-0232 Mahogany Ck.

01-0195C " " Mahogany Ck.

01-0286A ^{new} # 23-0040 Indian Ck.

22-0579A → Burns Ck.

plu → 25-7106 ✓

22-7299 ✓

22-7299 - gw, permit, no exam in file -
different p/d - permit is for
irrigation of 4 acres in NENW of Sec.
12, Twp. 4N, Rge. 40E. may be a plu
overlap - can't recognize as overlap
at this time. per examiner - plu for
22-7299 is within Twp. 39E. over

25-7106 is also being licensed -
it is a permit for
recharge well - same system.

25-7106 has capacity of 5.31 cfs
01-7006 " " 7.38 cfs

* ~~12.69~~ cfs

Capacity of both systems
will not be enough for
1" per acre - $960 \times 0.02 = 19.2$ cfs

Volume = $960 \times 3.5 = 3360.0$ AFA
use ~~* R17 (25-7106, 3360.0 AFA.)~~

* only 7.38 cfs is being diverted from
Snake River

12/21/11

INTER-DEPARTMENT MEMO — 1

DATE 4/20/1984

FROM Ray Walker

TO Files 01-7006 + 25-7106

SUBJECT point of diversion from Snake

Per telecon with Keith Wilson today regarding the point of diversion he stated that it was so close to the center of the E $\frac{1}{2}$ NE $\frac{1}{4}$ that he could not determine which it was in. We discussed the map vs. legal description and decided to list the diversion within the NENE, ~~SENE, Section 26 thus~~ eliminating any question of which 40 it was.

SIGNATURE

INTER-DEPARTMENT MEMO — 1

FROM KEITH - EASTERN

DATE 17 APRIL 1984

TO KAY WALKER & JIM JOHNSON

SUBJECT EXQM 01-7006 (ATTACHED) & 25-7106

CHANGES MADE: LAND LIST ADDED: 40 acres w/in NE 1/4 Sec 12 T4N R40E
Total Number of acres irrigated 960 acres

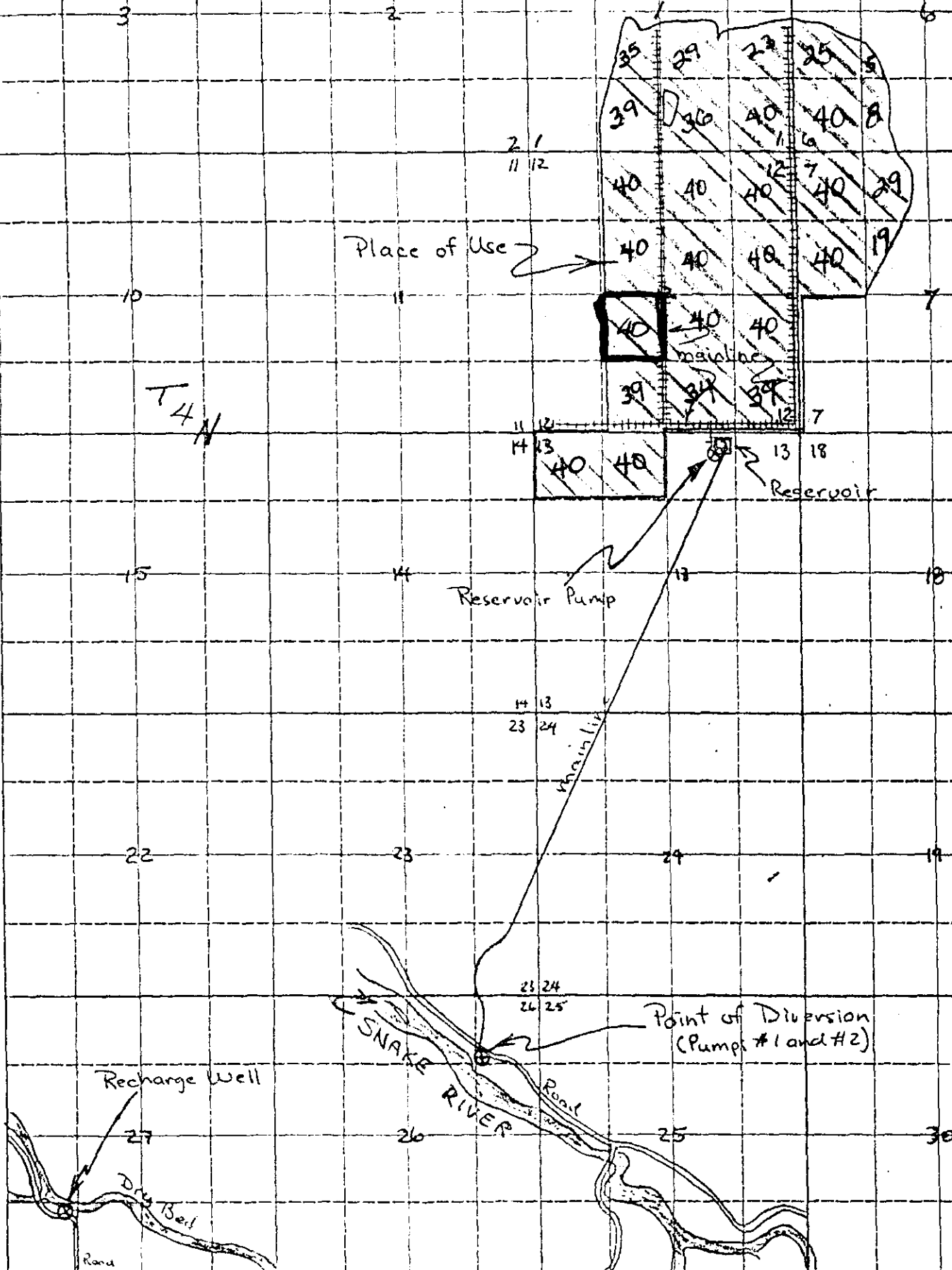
PLEASE MAKE THE SAME CHANGES ON EXAM FOR 25-7106

Thanks

Keith C Wilson

SIGNATURE

R41E



Scale: 2 inches equal 1 mile

R41E

RECEIVED

INTER-DEPARTMENT MEMO — 1

FROM Ray Walker thru Jim
TO Keith - Eastern
SUBJECT exam for 01-7006 (attached)

APR 11 1984 DATE 4/11/84
Department of Water Resources
Eastern District Office

Keith, in trying to work up the license for this one I noted that you have indicated that the NESW, Sec. 12 is irrigated but you have not recommended any acreage amt. Please give me an "amount of acres" for this 40-acre tract. Thanks!!

Ray

SIGNATURE



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EASTERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

1515 Lincoln Road
Idaho Falls, Idaho 83401
(208) 523-7186

December 13, 1979

RE: Permit No. 01-7006

Covington Bros.
C/O Brent Covington
P.O. Box 132
Rexburg, ID 83440

Dear Mr. Covington:

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

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

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

Very truly yours,

JACKIE S. DENNING
Senior Clerk

cc: IDWR - State Office

Entered 12-14-79

RECEIVED

NOV 15 1979

Department of Water Resources



IDAHO DEPARTMENT OF WATER RESOURCES
STATEHOUSE
BOISE, IDAHO 83720

Department of Water Resources
Eastern District Office

NOV 2 1979

PLACE
TEN CENT
STAMP
HERE

DEPARTMENT OF WATER RESOURCES

The Idaho Department of Water Resources will consider this card as a statement that the permit holder(s) has completed development to the extent shown below of Permit No. 01-7006.

Name(s) of Permit Holder: COVINGTON BROS.
So BRENT COVINGTON

Post Office Address: P.O. Box 132

Pexburg, Ida. 83440 Tel. No. 522-0406

Source of Water: So. Fork Snake River

Extent of Use: ☐ Domestic (number of households)
☐ Stockwater (number and type of stock)
☒ Irrigation 1600 (acres)
☐ Other

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

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

Nov 7 1979 Date by Brent Covington Signature of Permit Holder



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

JOHN V. EVANS

Governor

C. STEPHEN ALLRED

Director

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

October 31, 1979

101423

Brent E. & E. Blair Covington
dba Covington Brothers
P. 01 Box 132
Rexburg, ID 83440

Gentlemen:

One of the conditions of approval of your water Permit No. 01-7006 was that evidence of the extent of development must be submitted to this office on or before January 1, 1980. (See last page of your approved permit). Enclosed is a post card which may be used to submit the required proof of beneficial use.

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

Either the beneficial use post card or a request for an extension of time must be received by this Department on or before the above mentioned date, otherwise, the permit will lapse and be of no further force or effect within 60 days.

Sincerely,

RITA FLECK
Sr. Secretary

Enc: 1

January 24, 1975

Re: Permit No. 22-7112

Brent & Blair Covington
dba Covington Brothers
Box 132
Rexburg, Idaho 83440

Gentlemen:

Enclosed is a copy of your approved Application for Permit No. 22-7112 . We direct your attention to the conditions of approval as listed on the fourth page.

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

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:jfr

Enclosures

cc: Art Larsen, Watermaster
Box 1099
Idaho Falls, ID 83401

RECEIVED

Added to Ed W. L.
BLM

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
Idaho Land Office
Room 334, Federal Building
550 W. Fort Street
Boise, Idaho 83702

DECISION

:
:

Right-of-Way Granted

Details of Grant

Serial number of grant: I-3417

Name of grantee: Ed S. Covington

Map showing the location and dimensions of grant:

Map designations: Application for pipeline easement, Drg. MBH-6

Date filed: April 24, 1970

Permitted use by grantee: Irrigation pipeline

Authority for grant: Act of March 3, 1891 (26 Stat. 1101), as amended.

Regulations applicable to grant:

Code reference: 43 CFR Sections 2234.1 and 2234.3-1

Circular number: 2265

Date of grant: JUN 19 1970

Expiration date of grant: --

Rental: None

Amount:

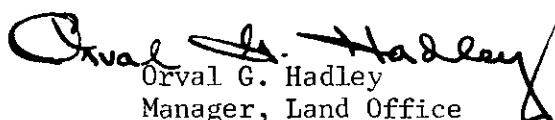
When payable by grantee:

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 701 of the Associate Director, Bureau of Land Management, dated July 23, 1964, (29 F.R. 10526), as amended, a right-of-way, the details of which are shown above, is hereby granted subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in the circular specified above.
3. Filing of proof of construction within five years of the date of the grant.
4. Further terms and conditions as follows:
 - (a) Pursuant to 43 CFR 2234.1-3(c), the District Manager, Idaho Falls District Office, P. O. Box 1867, Idaho Falls, Idaho, has the authority to conduct all business with the grantee with respect to use of lands and disposition of resources, and the grantee is requested to contact him prior to the beginning of construction.
 - (b) Terms and conditions of Exhibit A which is attached hereto and made a part hereof.

ILO-2234-113
11/69


Orval G. Hadley
Manager, Land Office

MICROFILMED

EXHIBIT A

Terms and conditions in accordance with 43 CFR 2234.1-3(c) with specific emphasis on the following which are made a part of the right-of-way grant I-3417.

1. The applicant will guard against all conditions that may be a safety hazard to the public.
2. The applicant will be responsible for keeping the pipeline right-of-way free of all litter and debris.
3. The pipeline will be constructed and maintained in such a manner as to prevent any serious erosion.
4. If an erosion problem develops, it will be the applicant's responsibility to correct the situation immediately; if he does not, corrective measures will be taken at the applicant's expense.
5. Upon completion of the project all disturbed areas must be seeded to crested wheatgrass or other adapted species.
6. The applicant shall restore any livestock fences temporarily disrupted as a result of operations.
7. Applicant shall take all necessary precautions to prevent start of wildfire as a result of his operations.

GRANT OF EASEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars and No/100 lawful money of the United States of America and other valuable consideration, RUSSELL GROVER and LuDEAN GROVER, his wife, of Madison County, Idaho, hereby grant unto EDWARD S. COVINGTON and LETHA COVINGTON, his wife, of Rexburg, Madison County, Idaho, an easement to lay and construct a water pipeline upon and across the following described property in the County of Madison, State of Idaho, to-wit:

The South quarter of Section 13, Township 4 North, Range 40 East, Boise Meridian.

In more specific terms, the easement shall follow a line commencing at midpoint on the South section line of said Section 13 and running in a Northeasterly direction to a point approximately 80 rods West of the midpoint of the East section line of the said Section 13.

This easement is given only on the condition that the said water pipeline shall be layed and constructed at a depth of no less than inches measuring from the top of the water pipe.

The Grantee agrees by the acceptance of this instrument that said water pipeline will be layed and constructed at a time when the digging, laying and constructing will not in any way interfere with the farming operation of the Grantor on said property and that in the event there is any interference whatever, the Grantee hereby agrees to pay to the Grantor any and all damages caused by the said digging, laying and constructing of said water pipeline.

The said Grantee, his successors and assigns, to have and to hold said easement so long as the said water pipeline is maintained thereon, with right of ingress and egress to repair and maintain said line.

Dated this 31st day of December, 1968.

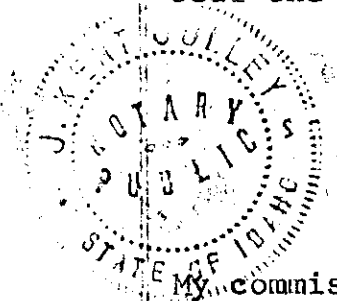
Russell Grover
Russell Grover

x LuDean Grover
LuDean Grover

STATE OF IDAHO,)
 : SS.
County of Madison.)

On this 31st day of December, 1968, before me, the undersigned, a Notary Public in and for said State, personally appeared RUSSELL GROVER and LUDEAN GROVER, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



J. Kent Jolley
Notary Public for State of Idaho
Residing at Rexburg, Idaho

My commission expires: 2-5-69.

MICROFILMED

INDEXED

State of Idaho 1 as 138875
County of Madison
I hereby certify that the within instrument
was filed April 22
1970 10:30 AM
filed 138875-
\$4.00
Nellie H. Garner
Joyce B. Smith
at the request of J. Kent Jolley

STATE LAND LEASE

3563-

This agreement of lease, made and entered into this 1st day of January, 1966, by and between the State of Idaho, acting by and through its State Board of Land Commissioners, the party of the first part, hereinafter called the lessor, and E. S. Covington, of 125 E. 2nd St., Rexburg, Idaho

party or parties of the second part, hereinafter called the lessee, witness:

That the lessor, for and in consideration of the rental paid or to be paid and the covenants, conditions and restrictions hereinafter set forth and to be observed by the lessee, does hereby lease and demise unto the lessee the exclusive right and privilege to possess and use in the manner and for the purpose hereinafter contained the following lands, lying and situate in the County of

Madison, State of Idaho, being more particularly described as follows, to-wit:

Subdivision	Section	Township	Range B. M.
E $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$	12	4 N	40 E Ind

containing 240 acres, together with the right to use and occupy so much of the surface of said lands as may be required for all purposes reasonably incident to said lease, from the date of this lease to the 31st day of December, 1975, subject, however, to the covenants, conditions and restrictions hereinafter contained.

In consideration of the foregoing the following covenants, restrictions and conditions are hereby agreed to between the lessee and the lessor.

1. USE OF LAND.

That the lands herein described and demised and let to the lessee shall be used for the purpose of grazing and farming in the following proportions:

Grazing, 5 acres	Farming, 195 acres
------------------	--------------------

The lands leased for grazing purposes shall not be planted to any crop or crops, nor shall said lands be tilled or farmed without the written consent of the Land Commissioner, provided, however, that upon application by said lessee or any other party interested, the State Land Commissioner may reclassify said lands as farm lands and may lease the same as such, to give a preferential right to the lessee in possession upon such increase of rental as may be fair and equitable.

2. RATE OF RENTAL

To pay to the lessor in lawful money of the United States at the office of the State Land Commissioner of the State of Idaho, each year's rental in advance and prior to the legal possession of the property for such year, an annual rental for each acre covered by this lease; the sum of 5¢ per acre per annum for grazing and the sum of \$3.50 per acre per annum for farming land; that said rental shall be payable on or before January 1 of each year except where an extension has been granted by the State Board of Land Commissioners in the manner provided by law and in case of such extension it is agreed by and between the parties hereto that the State shall have a first lien on all crops growing, sown, grown or harvested on or from the lands hereby leased as provided by law. It is understood and agreed by the lessee that he will not attempt to create any lien on said crops with the intent and purpose of making said lien equal or senior to the lien hereby given to the State of Idaho to secure the payment of such rental and in the event of any such attempt the lessor reserves the right to cancel said lease after giving ten days notice to said lessee.

3. CHANGE OF RENTAL

The State Board of Land Commissioners reserves the right in its discretion to increase or decrease the annual rental herein provided at the beginning of each and every calendar year during the term of this lease, and in the event of any change in rental the lessee shall be notified thirty days in advance of the first payment of such increased or decreased rental.

4. RIGHT OF LESSOR TO SELL—APPRAISAL OF IMPROVEMENTS

The State Board of Land Commissioners reserves the right to sell all or any portion of the land described in this lease and in case of sale of said premises during the continuance of the same, the lessee hereby covenants to deliver immediate possession unless the State Board of Land Commissioners has determined that he shall be permitted to harvest the growing crop. In such event he shall have possession of only the land on which such crops are growing. When surface improvements have been made they will be appraised by the State Land Commissioner, or a fieldman, under the direction of the State Board of Land Commissioners and the lessee will be paid for same by purchaser on the day of sale; provided, however, that no appraisal of improvements shall be final and binding until the same is approved by the State Board of Land Commissioners.

When permanent range improvements, construction of permanent buildings, or leveling or clearing of land for agricultural uses, is contemplated by the lessee he must secure the approval of the State Land Commissioner in writing prior to making such improvements and failure to secure such written approval shall work a forfeiture of the value of such improvements in case of sale.

5. RENEWAL OF LEASE—APPRAISAL OF IMPROVEMENTS.

If the lessee herein is not the successful bidder at the expiration of this lease and the land is leased to another party, then the value of improvements recognized in paragraph 4 above as agreed upon between the parties, or as appraised and fixed by the State Land Commissioner, shall be paid by said successful bidder for such lease to the lessee herein, provided, however, should said lessee owe delinquent rental to the State at the time of the termination of said lease, the amount paid, or so much thereof as will liquidate said delinquent rental for said improvement, shall be paid to the State Land Commissioner. In case improvements have been made by the lessee herein on land embraced by this lease, and an appraisal of the value of such improvements is required, such improvements shall be appraised by the State Land Commissioner, or a fieldman for the Land Department.

6. RELINQUISHMENT OF RIGHTS.

The lessee agrees to deliver up the said premises leased upon breach of any of the conditions herein set forth with all permanent improvements thereon in good order and condition when such breach results in cancellation or forfeiture of such lease.

7. TIMBER ON LAND UNDER LEASE.

This lease is made subject to all rights that the purchasers of timber upon said lands may have under their deeds or certificates of sale whether purchased before the execution of this lease or after: this lease does not authorize the lessee to cut any timber growing on the land leased; any unauthorized use of such timber by the lessee or with his knowledge or consent, shall work a forfeiture of this lease without notice; and said lessee shall be responsible for all damages to said timber and shall be prosecuted as provided by law. Lessee is subject to the provisions of the state fire law; provided, that the lessee shall not be liable for fire protection charges fixed by such law.

8. MINERAL RESERVATIONS.

This lease is subject to any oil and gas lease that is now in force or effect or that may hereafter be granted on the lands or any part thereof included herein as provided by Title 47, Idaho Code, as the same may have been or may hereafter be amended, and is also subject to any mineral lease that is now in force, provided, however, in the event of a mineral lease or an oil and gas lease being granted subsequent to the granting of the lease herein, said lessee, whether such is a mineral lease or oil and gas lease, shall give a good and sufficient bond to protect said lessee herein from all damage occasioned to the surface of said lands embraced in this lease, whether utilized for actual mineral extraction or for rights-of-way or other purposes necessary to fully operate said mineral lease.

9. PROHIBITED FROM FENCING WATERING PLACES.

The lessee shall fence no watering place upon said leased lands where the same is the only water accessible for range stocks within a radius of one mile, without first having secured the consent of the State Board of Land Commissioners, provided, however, that the users of said water for stock or domestic purposes only shall protect the growing crops and improvements of said lessee, including ditches, headgates, dams or pipe lines utilized for irrigating the lands of the lessee herein, and that the cost of said protection shall be borne by the users of said watering place situated upon the land herein described.

10. GRAZING REGULATIONS.

Where land under this lease is used for grazing, the grazing period on said land and the number of stock to be grazed thereon may be fixed and determined by the State Land Commissioner; said lessee, under the above conditions, shall furnish, to the State Land Commissioner such information as may be required from time to time during the term of this lease, to assist in determination of the grazing period and number of stock to be grazed.

MICROFILMED

Where sheep are grazed on land included in this lease, they shall not be bedded more than one night consecutively on the same bedding ground, nor shall such sheep be grazed in such a fashion as to destroy the natural herbage on said lands leased or demised.

11. PAYMENT OF WATER CHARGES.

Unless otherwise provided, the lessee herein shall pay all water charges, assessments or taxes of whatsoever nature that may be legally levied or assessed for irrigation purposes against the land herein described, or any portion thereof, and if the same is not paid it shall constitute a lien in favor of the State of Idaho against all crops growing on said land.

12. SUBLASING.

The lessee herein covenants and agrees that he will not sublease the land embraced in this lease or any part thereof.

13. ASSIGNMENT.

Said lessee shall not assign this lease except upon the approval of the State Land Commissioner and only where the rental owing has been paid in full except that if a rental extension has been granted by the State Board of Land Commissioners on this land such extension shall be assumed by the assignee and if improvements exist, such will be purchased by the assignee. Payments for such improvements in case of assignment of this lease where rentals are delinquent, shall be applied first to liquidate the delinquent rentals. Such assignment must be in writing and subscribed to by the lessee and spouse, if any. An Acceptance and Assumption of lease agreement must be subscribed to by the assignee and spouse, if any. The assignment, acceptance and assumption of lease shall be submitted to the State Land Commissioner for approval, and if approved by him, shall then be recorded on the records of the State Land Department.

14. RIGHT OF ENTRY AND INSPECTION, ABANDONMENT.

The State Board of Land Commissioners reserves the right, through its State Land Commissioner, his fieldman, or other employees, to enter upon said land or any portion thereof during the term of this lease for the purpose of inspecting said property in the interests of said lessor. This right of visitation and inspection shall not authorize the lessor to destroy any of the property of the lessee or condition herein contained, all improvements placed upon said property by said lessee shall remain a part of the realty and title thereto and ownership thereof shall vest in the State of Idaho.

15. LESSOR PROTECTED AGAINST WASTE.

The lessee herein shall use the property under this lease in such manner as will best protect the State of Idaho against loss or waste and shall cooperate with the State, or any agency of the United States or other agency authorized by the State to undertake programs for eradication of noxious weeds thereon, and hereby authorize any of such agencies to inspect said property from time to time for the purpose of determining whether or not such noxious weed control or eradication is advisable. The lessee shall take all precautions to exterminate and prevent the spreading of noxious weeds thereon during the term of this lease.

16. FORFEITURE OF LEASE.

In case the lessee herein shall fail to comply with any of the covenants, terms, or conditions of this lease the State Board of Land Commissioners may forfeit or cancel the same upon ten days notice to said lessee and said lessee shall not, during said period of notice, remove any of the improvements or crops thereon whether said crops have been harvested or not. The lessee herein shall, at the expiration of this lease, deliver immediate possession of said lands embraced therein and the whole thereof to the State Board of Land Commissioners without further notice or demand.

It is further covenanted and agreed between the parties hereto that every obligation hereunder shall extend to and be binding upon, and every benefit hereunder shall inure to the benefit of the heirs, executors, administrators, successors or assigns of said lessee.

17. EASEMENTS.

The State Board of Land Commissioners reserves the right to grant such easement and rights-of-way across or upon the said land described in this lease as it may deem necessary in the public interest, and to grant immediate possession thereof to the grantee of such easement, upon condition that the grantee of such easement shall, before exercising the same, pay to the lessee the reasonable value of the growing and immature crops and improvements within the boundaries of the granted right-of-way or easement. In event of dispute as to the value of such immature crops and improvements, the same shall be appraised by the State Land Commissioner and his appraisal shall be conclusive. This lease is subject to any right-of-way or easement heretofore granted on or over the lands embraced by this lease.

18. These lands are not to be closed at any time to the use of the general public for hunting and/or fishing purposes, subject to the Statutes and/or rules and regulations of the Fish and Game Department.

IN WITNESS WHEREOF the party of the first part, by and through its State Board of Land Commissioners of the State of Idaho and in accordance with the law has caused these presents to be executed by its President, the Governor of the State of Idaho, and the State Land Commissioner and countersigned by the Secretary of State, and the part caused these presents to be executed in person the day and year herein first above written.

STATE BOARD OF LAND COMMISSIONERS OF THE STATE OF IDAHO

By *John C. Smith*
Secretary of the State of Idaho
Section 59-1019 Idaho Code
Notary Public for Idaho
Residing at _____
Idaho

Secretary of the State of Idaho

Ernest Williams
County of _____
STATE OF IDAHO

State Land Commissioner

O. J. Buxton
County of _____
STATE OF IDAHO

Lessee

Lessee

John C. Smith
County of _____
STATE OF IDAHO

sonally appeared

On this _____ day of _____

in the year 1966, before me, a Notary Public in and for said State, per-

ss.

STATE OF IDAHO

STATE OF IDAHO

ss.

County of _____

On this _____ day of _____, in the year 1966, before me, a Notary Public in and for said State, personally appeared Robert E. Smylie, known to me to be the president of the State Board of Land Commissioners of the State of Idaho, and the Governor of the State of Idaho, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho executed the within instrument, and acknowledged the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Notary Public for Idaho
Commission expires _____
Residing at Boise, Idaho

John C. Smith

**Assignment of
STATE OF IDAHO
State Land Lease**

and other valuable consideration
For and in consideration of Ten and No/100 Dollars/to us in hand paid, the receipt of which is hereby acknowledged, we hereby sell, assign and transfer unto BRENT COVINGTON and BLAIR XX COVINGTON, of Rexburg, Madison County, State of Idaho, all our right, title and interest in and to State of Idaho Lease No. 3563--75 so far as the same relates to the following lands only E 1/2 NW 1/4, SW 1/4 NW 1/4, and W 1/2 SE 1/4 of Sec. 12, Twp. 4 N., Rge. 40 E., Boise Mer.

We hereby swear and affirm that the consideration stated herein is the full and complete amount of consideration paid by the assignees to the assignors, and no additional payment has been or will be made.

Witness our hands this 31st day of December, 1973

Edward S. Covington
Assignor
Edward S. Covington
Letha Z. Covington
Assignor
Letha Z. Covington

STATE OF IDAHO

COUNTY OF Madison

On this 31st day of December, in the year 1973, before me, a Notary Public in and for said State, personally appeared EDWARD S. COVINGTON, and LETHA Z. COVINGTON

known to me to be the lessee S that executed the within instrument, and acknowledged to me that they executed the same

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written

Lay W. Lighty
Notary Public for Idaho

Residing at Rexburg, Idaho
My Commission Expires: 1-26-75

Acceptance and Assumption

The undersigned assignee above named assumes and accepts the obligations and conditions of the above described State Land Lease and separately covenants with the State of Idaho that he will abide thereby during tenure. Further, we do hereby swear and affirm that the sum of Ten and No/100 Dollars is the full and complete amount of consideration paid by us to the assignors herein, and no additional payment has been or will be made.

Witness our hands this 31st day of December, 1973

Brent Covington
Brent Covington (Assignee)

Blair Covington
Blair Covington (Assignee)

Lois H. Covington
Assignee
Lois H. Covington

Joyce J. Covington
Assignee
Joyce J. Covington

COUNTY OF Madison

On this 31st day of December, in the year 1973, before me, a Notary Public in and for said State, personally appeared BRENT COVINGTON, LOIS H. COVINGTON, BLAIR COVINGTON, and JOYCE J. COVINGTON

known to be the assignee that executed the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Lay W. Lighty
Notary Public for Idaho

Recorded this

day of

18th March 1974

Residing at Rexburg, Idaho
My Commission Expires: 1-26-75

State Land Commissioner

and Blair Covington
Rexburg, Idaho
3-18-74
Recorded

STATE OF IDAHO

5340

STATE LAND LEASE

This agreement of lease, made and entered into this 1st day of January, 1973, by and between the State of Idaho, acting by and through its State Board of Land Commissioners, the party of the first part, hereinafter called the lessor, and Ed S. Covington

of 125 E. 2nd North, Rexburg, Id 83440 party or parties of the second part, hereinafter called the lessee, witness:
That the lessor, for and in consideration of the rental paid or to be paid and the covenants, conditions and restrictions hereinafter set forth and to be observed by the lessee, does hereby lease and demise unto the lessee the exclusive right and privilege to possess and use in the manner and for the purpose hereinafter contained the following lands, lying and situate in the County of Madison

State of Idaho, being more particularly described as follows, to-wit:

Subdivision	Section	Township	Range B. M.
E $\frac{1}{2}$ SW $\frac{1}{4}$	12	4 N	40 E Ind

20
containing _____ acres, together with the right to use and occupy so much of the surface of said lands as may be required for all purposes reasonably incident to said lease, from the date of this lease to the 31st day of December, 1975, subject, however, to the covenants, conditions and restrictions hereinafter contained.

In consideration of the foregoing the following covenants, restrictions and conditions are hereby agreed to between the lessee and the lessor.

1. USE OF LAND.

That the lands herein described and demised and let to the lessee shall be used for the purpose of grazing and farming in the following proportions:

Grazing, _____	9.50	Irrigated	70.50
_____ acres		Farming, _____	_____ acres

The lands leased for grazing purposes shall not be planted to any crop or crops, nor shall said lands be tilled or farmed without the written consent of the Land Commissioner, provided, however, that upon application by said lessee or any other party interested, the State Land Commissioner may reclassify said lands as farm lands and may lease the same as such, to give a preferential right to the lessee in possession upon such increase of rental as may be fair and equitable.

2. RATE OF RENTAL

To pay to the lessor in lawful money of the United States at the office of the State Land Commissioner of the State of Idaho, each year's rental in advance and prior to the legal possession of the property for such year, an annual rental for each acre covered

by this lease; the sum of 18¢ per acre per annum for grazing and the sum of \$20.00 per acre per annum for farming land; that said rental shall be payable on or before January 1 of each year except where an extension has been granted by the State Board of Land Commissioners in the manner provided by law and in case of such extension it is agreed by and between the parties hereto that the State shall have a first lien on all crops growing, sown, grown or harvested on or from the lands hereby leased as provided by law. It is understood and agreed by the lessee that he will not attempt to create any lien on said crops with the intent and purpose of making said lien equal or senior to the lien hereby given to the State of Idaho to secure the payment of such rental and in the event of any such attempt the lessor reserves the right to cancel said lease, after giving ten days notice to said lessee.

3. CHANGE OF RENTAL

The State Board of Land Commissioners reserves the right in its discretion to increase or decrease the annual rental herein provided at the beginning of each and every calendar year during the term of this lease, and in the event of any change in rental the lessee shall be notified thirty days in advance of the first payment of such increased or decreased rental.

4. RIGHT OF LESSOR TO SELL--APPRAISAL OF IMPROVEMENTS

SUBJECT TO SECTION 58-313 I. C. AS AMENDED

The State Board of Land Commissioners reserves the right to sell all or any portion of the land described in this lease and in case of sale of said premises during the continuance of the same, the lessee hereby covenants to deliver immediate possession unless the State Board of Land Commissioners has determined that he shall be permitted to harvest the growing crop. In such event he shall have possession of only the land on which such crops are growing. When surface improvements have been made they will be appraised by the State Land Commissioner, or a fieldman, under the direction of the State Board of Land Commissioners and the lessee will be paid for same by purchaser on the day of sale; provided, however, that no appraisal of improvements shall be final and binding until the same is approved by the State Board of Land Commissioners.

When permanent range improvements, construction of permanent buildings, or leveling or clearing of land for agricultural uses, is contemplated by the lessee he must secure the approval of the State Land Commissioner in writing prior to making such improvements and failure to secure such written approval shall work a forfeiture of the value of such improvements in case of sale.

5. RENEWAL OF LEASE--APPRAISAL OF IMPROVEMENTS.

If the lessee herein is not the successful bidder at the expiration of this lease and the land is leased to another party, then the value of improvements recognized in paragraph 4 above as agreed upon between the parties, or as appraised and fixed by the State Land Commissioner, shall be paid by said successful bidder for such lease to the lessee herein, provided, however, should said lessee owe delinquent rental to the State at the time of the termination of said lease, the amount paid, or so much thereof as will liquidate said delinquent rental for said improvement, shall be paid to the State Land Commissioner. In case improvements have been made by the lessee herein on land embraced by this lease, and an appraisal of the value of such improvements is required, such improvements shall be appraised by the State Land Commissioner, or a fieldman for the Land Department.

6. RELINQUISHMENT OF RIGHTS.

The lessee agrees to deliver up the said premises leased upon breach of any of the conditions herein set forth with all permanent improvements thereon in good order and condition when such breach results in cancellation or forfeiture of such lease.

7. TIMBER ON LAND UNDER LEASE.

This lease is made subject to all rights that the purchasers of timber upon said lands may have under their deeds or certificates of sale whether purchased before the execution of this lease or after; this lease does not authorize the lessee to cut any timber growing on the land leased; any unauthorized use of such timber by the lessee or with his knowledge or consent, shall work a forfeiture of this lease without notice; and said lessee shall be responsible for all damages to said timber and shall be prosecuted as provided by law. Lessee is subject to the provisions of the state fire law; provided, that the lessee shall not be liable for fire protection charges fixed by such law.

8. MINERAL RESERVATIONS.

This lease is subject to any oil and gas lease that is now in force or effect or that may hereafter be granted on the lands or any part thereof included herein as provided by Title 47, Idaho Code, as the same may have been or may hereafter be amended, and is also subject to any mineral lease that is now in force, provided, however, in the event of a mineral lease or an oil and gas lease being granted subsequent to the granting of the lease herein, said lessee, whether such is a mineral lease or oil and gas lease, shall give a good and sufficient bond to protect said lessee herein from all damage occasioned to the surface of said lands embraced in this lease, whether utilized for actual mineral extraction or for rights-of-way or other purposes necessary to fully operate said mineral lease.

9. PROHIBITED FROM FENCING WATERING PLACES.

The lessee shall fence no watering place upon said leased lands where the same is the only water accessible for range stocks within a radius of one mile, without first having secured the consent of the State Board of Land Commissioners, provided, however, that the users of said water for stock or domestic purposes only shall protect the growing crops and improvements of said lessee, including ditches, headgates, dams or pipe lines utilized for irrigating the lands of the lessee herein, and that the cost of said protection shall be borne by the users of said watering place situated upon the land herein described.

10. GRAZING REGULATIONS.

Where land under this lease is used for grazing, the grazing period on said land and the number of stock to be grazed thereon may be fixed and determined by the State Land Commissioner; said lessee, under the above conditions, shall furnish to the State Land Commissioner such information as may be required from time to time during the term of this lease, to assist in determination of the grazing period and number of stock to be grazed.

NOT RECORDED

Where sheep are grazed on land included in this lease, they shall not be bedded more than one night consecutively on the same bedding ground, nor shall such sheep be grazed in such a fashion as to destroy the natural herbage on said lands leased or demised.

11. PAYMENT OF WATER CHARGES.

Unless otherwise provided, the lessee herein shall pay all water charges, assessments or taxes of whatsoever nature that may be legally levied or assessed for irrigation purposes against the land herein described, or any portion thereof, and if the same is not paid it shall constitute a lien in favor of the State of Idaho against all crops growing on said land.

12. SUBLEASING.

The lessee herein covenants and agrees that he will not sublease the land embraced in this lease or any part thereof.

13. ASSIGNMENT.

Said lessee shall not assign this lease except upon the approval of the State Land Commissioner and only where the rental owing has been paid in full except that if a rental extension has been granted by the State Board of Land Commissioners on this land such extension shall be assumed by the assignee and if improvements exist, such will be purchased by the assignee. Payments for such improvements in case of assignment of this lease where rentals are delinquent, shall be applied first to liquidate the delinquent rentals. Such assignment must be in writing and subscribed to by the lessee and spouse, if any. An acceptance and assumption of lease agreement must be subscribed to by the assignee and spouse, if any. The assignment, acceptance and assumption of lease shall be submitted to the State Land Commissioner for approval, and if approved by him, shall then be recorded on the records of the State Land Department.

14. RIGHT OF ENTRY AND INSPECTION. ABANDONMENT.

The State Board of Land Commissioners reserves the right, through its State Land Commissioner, his fieldman, or other employees, to enter upon said land and or any portion thereof during the term of this lease for the purpose of inspecting said property in the interests of said lessor. This right of visitation and inspection shall not authorize the lessor to cancel or forfeit for any breach of condition herein contained, all improvements placed upon said property by said lessee shall remain a part of the realty and title thereto and ownership thereof shall vest in the State of Idaho.

15. LESSOR PROTECTED AGAINST WASTE.

The lessee herein shall use the property under this lease in such manner as will best protect the State of Idaho against loss or waste and shall cooperate with the State, or any agency of the United States or other agency authorized by the State to undertake programs for eradication of noxious weeds thereon, and hereby authorize any of such agencies to inspect said property from time to time for the purpose of determining whether or not such noxious weed control or eradication is advisable. The lessee shall take all precautions to exterminate and prevent the spreading of noxious weeds thereon during the term of this lease.

16. FORFEITURE OF LEASE.

In case the lessee herein shall fail to comply with any of the covenants, terms, or conditions of this lease the State Board of Land Commissioners may forfeit or cancel the same upon ten days notice to said lessee and said lessee shall not, during said period of notice, remove any of the improvements or crops thereon whether said crops have been harvested or not. The lessee herein shall, at the expiration of this lease, deliver immediate possession of said lands embraced therein and the whole thereof to the State Board of Land Commissioners without further notice or demand. It is further covenanted and agreed between the parties hereto that every obligation hereunder shall extend to and be binding upon, and every benefit hereunder shall inure to the benefit of the heirs, executors, administrators, successors or assigns of said lessee.

17. EASEMENTS.

The State Board of Land Commissioners reserves the right to grant such easement and rights-of-way across or upon the said land described in this lease as it may deem necessary in the public interest, and to grant immediate possession thereof to the grantee of such easement, upon condition that the grantee of such easement shall, before exercising the same, pay to the lessee the reasonable value of the growing and immature crops and improvements within the boundaries of the granted right-of-way or easement. In event of dispute as to the value of such immature crops and improvements, the same shall be appraised by the State Land Commissioner and his appraisal shall be conclusive. This lease is subject to any right-of-way or easement heretofore granted on or over the lands embraced by this lease.

18. These lands are not to be closed at any time to the use of the general public for hunting and/or fishing purposes, subject to the Statutes and/or rules and regulations of the Fish and Game Department.

IN WITNESS WHEREOF the party of the first part, by and through its State Board of Land Commissioners, the Governor of the State of Idaho and in accordance with the law has caused these presents to be executed by its President, the Governor of the State of Idaho, and the State Land Commissioner and countersigned by the Secretary of State, and the part of the second part has caused these presents to be executed in person the day and year herein first above written.

STATE BOARD OF LAND COMMISSIONERS OF THE STATE OF IDAHO

COUNTERSIGNED:



By Cecil D. Andrus
President of the State Board of Land Commissioners,
and Governor of the State of Idaho.
Walter J. Worthington
Secretary
Lessee.
Lessee.

STATE OF IDAHO
County of Bonneville
On this 29 day of September, in the year 1922, before me, a Notary Public in and for said State personally appeared Ed S. Cameron and John L. Cameron, known to me to be the lessee that executed the within instrument, and acknowledged to me that he executed the same.

Ed S. Cameron
Notary Public for Idaho.
Residing at Payson, Idaho
IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last written above.

STATE OF IDAHO
County of _____
On this _____ day of _____, in the year 19____, before me, a Notary Public in and for said State, personally appeared Cecil D. Andrus, known to me to be the president of the State Board of Land Commissioners of the State of Idaho, and the Governor of the State of Idaho, and G. C. Trombley, known to me to be the State Land Commissioner, that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho, and the State of Idaho executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.
[Signature]
Notary Public for Idaho.
Residing at _____
Commission expires _____
Idaho

APPLICATION FOR
ASSIGNMENT OF STATE LAND LEASE

STATE OF IDAHO

For and in consideration of Ten and No/100 Dollars, and other valuable consideration paid for the lease and Dollars paid for improvements and/or personal property, the receipt of which is hereby acknowledged, we hereby sell, assign and transfer unto

BRENT COVINGTON and BLAIR COVINGTON

of Rexburg , State of Idaho Zip 83440
(Street) (City)

all our right, title and interest in and to State of Idaho Lease No. 5340-75 so far as the same relates to the following lands only:

E½SW¼ of Section 12, Twp. 4 N., Rge. 40 E., Boise Mer.

A description and location of any improvements and/or personal property included in this transaction is attached hereto.

We hereby swear and affirm that the consideration stated herein is the full and complete amount of consideration paid by the assignees to the assignors, and no additional payment has been or will be made.

Witness our hands this 18th day of January, 1974.

Edward S. Covington
Assignor
Edward S. Covington
Letha Z. Covington
Assignor
Letha Z. Covington

STATE OF IDAHO

COUNTY OF MADISON) ss

On this 18th day of January, in the year 19 74, before me, a Notary Public in and for said State, personally appeared EDWARD S. COVINGTON and LETHA COVINGTON

known to be to be the lessees that executed the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Ray W. Legley
Notary Public for Idaho,

Residing at Rexburg, Idaho, Idaho

My Commission Expires: 1-26-75

ACCEPTANCE AND ASSUMPTION

The undersigned assignee above named assumes and accepts the obligations and conditions of the above described State Land Lease and separately covenants with the State of Idaho that he will abide thereby during tenure. Further, we do hereby swear and affirm that the sum of Ten and No/100 Dollars, and other valuable consideration paid by us to the assignors herein, and no additional payment has been or will be made.

Witness our hands this 18th day of January, 1974.

Brent Covington
Brent Covington (Assignee)

Blair Covington
Blair Covington (Assignee)
STATE OF IDAHO

Lois H. Covington
Lois H. Covington (Assignee)

Joyce J. Covington
Joyce J. Covington (Assignee)

COUNTY OF MADISON) ss

On this 18th day of January, in the year 19 74, before me, a Notary Public in and for said State, personally appeared BRENT COVINGTON, LOIS H. COVINGTON, BLAIR COVINGTON and JOYCE J. COVINGTON

known to be the assignee that executed the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have herunto set my hand and seal on the day and year last above written.

Ray W. Legley
Notary Public for Idaho

Residing at Rexburg, Idaho, Idaho

My Commission Expires: 1-26-75

State Land Commissioner

Recorded this 18th day of March, 19 74.

INSTRUCTIONS FOR COMPLETING LEASE ASSIGNMENT APPLICATION

All leases to be assigned must be current and in good standing.

The Application form must be completed in DUPLICATE, signed by lessee, as signatures appear on lease for each separate lease to be assigned.

Assignee and wife, or duly authorized person, if assignee is other than an individual, must sign the "Acceptance and Assumption."

All signatures must be NOTARIZED.

If the stated consideration includes improvements and/or personal property, a supplementary statement must be attached stating the value, location and description of such property included.

BOTH copies of the assignment must be mailed or delivered to the Department of Public Lands, Boise, Idaho or to the Area Office of jurisdiction with the following items:

1. Original lease, or in event of loss, an Affidavit of Loss.
2. Proper documents, if any, of Court action. (Contact department representative for documentation required.)
3. A formal release of any mortgage or other encumbrance affecting lease.
4. An application to lease, with appropriate fees, if assignment includes only part of the lease.

A fee of \$2.00 must accompany application for assignment of EACH lease.

When assignment has been approved and recorded, the copy will be retained in the Department of Public Lands office and the original assignment, together with the document submitted, will be forwarded as requested by the parties to the assignment.

RECEIVED
JAN 12 1976
PL

January 6, 1975

RE: Application for Permit No. 22-7112 Covington "CORRECTION"
Claim to a Water Right No. 31-4011 Mitchell

The Rigby Star
Box 37
Rigby, ID 83442

Gentlemen:

Would you please submit an affidavit of publication and certified bill in connection with each of the above referenced applications. The legal notices were to have been published in your paper on December 19 and December 26, 1974.

Your cooperation in this matter is greatly appreciated.

Very truly yours,

RONALD D. CARLSON
Acting District Engineer

RDC:MB

NOTED
JAN 10 1975
FBI - RIGBY

December 13, 1974

RE: Claim to a Water Right No. 31-4011 Mitchell
Application for Permit No. 22-7112 Covington "CORRECTION"

The Figby Star
Box 37
Figby, ID 83442

Gentlemen:

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

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

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

Very truly yours,

RONALD D. CARLSON
Acting District Engineer

Bill submitted _____ by _____

RDC:MB

Enc: Legal Notice (2)

*not submitted -
newspaper error.
MB*

MICROFILMED

NOTICE OF CORRECTION

Notice is hereby given that Application No. 22-7112 in the name of Brent E. & E. Blair Covington was advertised incorrectly on November 21 and November 28, 1974. The place of use was advertised as being within the $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$, Sec. 1, $N\frac{1}{2}SW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, Sec. 11, $N\frac{1}{2}$, $E\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}$, Sec. 12, $W\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, Sec. 13, T. 4N, R. 40E; $SW\frac{1}{4}$, Sec. 6, $NW\frac{1}{4}$, Sec. 7, T. 4N, R. 41E, P.M.

WHEREAS, the actual place of use is within the $W\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}$, Sec. 1, $E\frac{1}{2}NE\frac{1}{4}$, $SW\frac{1}{4}NE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}$, $NE\frac{1}{4}SE\frac{1}{4}$, Sec. 11, $N\frac{1}{2}$, $N\frac{1}{2}SW\frac{1}{4}$, $SE\frac{1}{4}SW\frac{1}{4}$, $SE\frac{1}{4}$, Sec. 12, $W\frac{1}{2}NE\frac{1}{4}$, $N\frac{1}{2}NW\frac{1}{4}$, Sec. 13, T. 4N, R. 40E; $SW\frac{1}{4}$, Sec. 6, $NW\frac{1}{4}$, Sec. 7, T. 4N, R. 41E, B.M.

Any protests against the granting of this permit as a result of this correction must be filed with the Idaho Department of Water Resources, 1515 Lincoln Road, Idaho Falls, Idaho, 83401, on or before January 6, 1975.

R. KEITH HIGGINSON

Director

Published in the Rigby Star, Rigby, Idaho on December 19 and December 26, 1974.

Ad. H. J.
Sw. H.

December 9, 1974

RE: Application for Permit No. 22-7112 Covington
" " " No. 25-7062 Cottle
" " " No. 31-7144 Place
" " " No. 31-7145 Place
" " " No. 31-7146 City of Mud Lake
Claim to a Water Right No. 31-4010 Zweifel

The Rieby Star
Box 37
Ristiy, ID 83442

Gentlemen:

Would you please submit affidavits of publication and certified bills in connection with the above referenced applications. The legal notices were to have been published in your paper on November 21 and November 28, 1974.

Your cooperation in this matter is greatly appreciated.

Very truly yours,

RONALD D. CARLSON
Acting District Engineer

RDC:MB

MICROFILMED

November 15, 1974

C
RE: Application for Permit No. 22-7111, 22-7112, 22-7113

Mr. Arthur L. Larsen, Watermaster
Water District No. 01
Box 1099
Idaho Falls, Idaho 83401

C
Dear Art:

P
We are enclosing copies of applications that may be of interest to your agency. Please review the applications and if you have any comments, please submit them to our Department as soon as possible. The last date of protest is December 9, 1974 and we are required to take final action shortly thereafter.

If we may be of further assistance, please feel free to contact this office.

Very truly yours,

Y
RONALD D. CARLSON
Acting District Engineer

RDC:CW

Enclosures

MICROFILMED

~~XXXXXXXXXXXXXXXXXXXX~~ RESOURCES

November 15, 1974

RE: Application for Permit No. 22-7112 - COVINGTON
" " " No. 25-7062 - COTTLE
" " " NO. 31-7144 - PLACE
" " " No. 31-7145 - "
Claim to a Water Right No. 31-4010 - ZWEIFEL

The Rigby Star
Box 37
Rigby, Idaho 83442

Gentlemen:

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

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

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

Very truly yours,

RONALD D. CARLSON
Acting District Engineer

Bill submitted 12-11-74 by MB

RDC:CW

Encl: Legal Notice (5)

MICROFILMED

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Brent E. & E. Blair Covington,

P.O. Box 132, Rexburg, Idaho

have ~~xxx~~ on 11/12/74 submitted Application No. 22-7112

for a permit to appropriate 16.0 cubic feet per second ~~acre-foot per annum~~

of water from the South Fork of Snake River tributary to the Snake River

by means of pump and pipeline

within the NE1/4NE1/4, Sec. 26, T. 4N, R. 40E, B.M., Jefferson County;

to be used from Apr. 1 to Nov. 1

for the irrigation of 1600 acres

within the W1/4SW1/4, SE1/4, Sec. 1, E1/4NE1/4, SW1/4NE1/4, SE1/4NW1/4, N1/4SW1/4, NE1/4SE1/4, Sec. 11,

N1/4, N1/4SW1/4, SE1/4SW1/4, SE1/4, Sec. 12, W1/4NE1/4, N1/4NW1/4, Sec. 13,

T. 4N, R. 40E; SW1/4, Sec. 6, NW1/4, Sec. 7, T. 4N, R. 41E, B.M.

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

December 9, 1974

R. KEITH HIGGINSON

Director

Published in the Rigby Star, Rigby, Idaho

on November 21 and November 28, 1974.

MICROFILMED

CLW-L
MB-A

IDAHO

DEPARTMENT OF PUBLIC LANDS
BOISE, IDAHO 83707



GORDON C. TROMBLEY
COMMISSIONER

ADDRESS REPLY TO:

DEPARTMENT OF PUBLIC LANDS
EASTERN IDAHO AREA OFFICE
ROUTE 1, BOX 400 (BEECHES CORNER)
IDAHO FALLS, IDAHO 83401

November 13, 1974

RECEIVED
NOV 14 1974

Department of Public Resources
Eastern District Office

Brent and Blair Covington
125 E. 2nd North
Rexburg, Idaho 83440

Re: State Leases 3563 and 5340

Dear Mr. Covington:

Thank you for dropping by to discuss your planned irrigation development on your State Lease Number 3563-75 and 5340-75. By this letter permission is hereby granted to irrigate that forty (40) acre portion of Lease Number 3563-75 presently being dry farmed. You should take note that once you begin to irrigate, the rental on this land will be changed from the present dry farm rate to an appropriate irrigation rental.

You also have permission to bury the necessary mainline across the above leased land as long as the following is understood and adhere to.

- 1) Improvement credit is not given for this buried mainline, however in the event you were to lose on this land you would be allowed to remove this mainline or deal privately with a new land owner or lessee for a transfer of these improvements.
- 2) Permission to place this mainline is conditional, in that you agree to continue your annual irrigation of your State Leased Lands.
- 3) Permission to bury this mainline does not constitute a permanent easement with the State of Idaho. Should you lose the above lease, these lines would have to be removed unless steps were taken to obtain the necessary permanent easement.

We hope that the above will aid you in obtaining the necessary water permits. Should you have any questions please feel free to contact us.

Sincerely yours,

FOR THE AREA SUPERVISOR

Merlin Sharp

MERLIN F. SHARP
Senior Range Manager

MICROFILMED

CONVERSATION MEMORANDUM

DATE 11/13/74FILE 22-7112NAME OF PARTY Corvington Bros.EMPLOYEE JayRE: Correction of PD # 22-7112 from Madison County to Jefferson County.

Talked to Jay Corvington, son of Brent Corvington about the need of correcting the county designation from Madison to Jefferson County.

Jay says he assumes it will be all right to go ahead and make the necessary correction. He will tell his father, if there is any objection to the correction.

Mr. Brent Corvington called back 2 hours later and confirmed the change of county designation. I related to him the BLM suggested he contact them about making an assignment of the Ed & Corvington Right of Way Grant to Brent and Blair Corvington as the BLM stated they would have to present the land in the summer of 1975.

MICROFILMED

CONVERSATION MEMORANDUM

DATE 11/13/74FILE 22-7112NAME OF PARTY Ed Webb BLMEMPLOYEE JWJRE: Right of Way Grant to Ed A Covington # 7-3417

I discussed the Right of Way Grant issued to Ed. A. Covington with Ed Webb of the Idaho Falls Office of the BLM in regard to whether Brent and Blair Covington would need an assignment of this grant to them. Mr. Webb stated the pipe line had been in many years but the Grant was issued in 1970 and since Brent and Blair was using the line they should send a letter to the BLM Office and have the Grant of Right of Way assigned to them. They had to prove up on the Grant in 1975.

Mr Webb didn't anticipate any problems with the Grant. He thought it would only entail some paper work and would also be recorded in the Boise Office of the BLM.

MICROFILMED

November 5, 1974

Covington Brothers
P.O. Box 132
Rexburg, ID 83440

Gentlemen:

We find it necessary to return the Application for Permit together with your check #92-72 in the amount of \$185.00, because the fee is in excess of that required. The statutory filing fee for the 16.0 cfs requested is \$175.00. Please indicate in Item 2 the source as the South Fork of the Snake River tributary of Snake River. In Item 11, please mark the point of diversion on the map. Also, please furnish us with a copy of the agreements allowing you access to the B.L.N. and State of Idaho land.

After completing the above mentioned items, please return the application, a copy of the agreements and the filing fee of \$175.00.

We have enclosed a copy of a Water Users Handbook for your use. If you have any questions, please do not hesitate to contact this office.

Very truly yours,

LOREN O. HOLMES
Asst. to District Engineer

LOH:mb

Enc: App/permit
Check #92-72
Handbook

MICROFILMED

1. INTER-DEPARTMENT MEMO-1

DATE 11/1/74

FROM Boise - Water Rights

TO Eastern District Office

SUBJECT App for Permit - Covington Bros.

Herewith forwarding the above subj application along w/check No. 92-72 for \$185.00. Did not receipt here as the fee for 16.0 cfs is only \$175.00.

Also question the source...is it the ~~Snake R.~~ South Fork of the Snake?

MICROFILMED



SIGNATURE



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
EASTERN DISTRICT

Cecil D. Andrus
Governor

R. Keith Higginson
Director

1515 Lincoln Road
Idaho Falls, Idaho 83401
(208) 523-7188

November 5, 1974

Covington Brothers
P.O. Box 132
Rexburg, ID 83440

Gentlemen:

We find it necessary to return the Application for Permit together with your check #92-72 in the amount of \$185.00, because the fee is in excess of that required. The statutory filing fee for the 16.0 cfs requested is \$175.00. Please indicate in Item 2 the source as the South Fork of the Snake River tributary of Snake River. In Item 11, please mark the point of diversion on the map. Also, please furnish us with a copy of the agreements allowing you access to the B.L.M. and State of Idaho land.

After completing the above mentioned items, please return the application, a copy of the agreements and the filing fee of \$175.00.

We have enclosed a copy of a Water Users Handbook for your use. If you have any questions, please do not hesitate to contact this office.

Very truly yours,

LOREN O. HOLMES
Asst. to District Engineer

LOH:mb

Enc: App/permit
Check #92-72
Handbook

MICROFILMED

INTER-DEPARTMENT MEMO-1

DATE 11/6/74

FROM Boise

TO Eastern District Office
Attn: Loren

SUBJECT App for Permit - Covington Bros.

Pursuant to our phone conversation of this date, attached is the above subj app along w/check #92-72 for \$185.00.

Could not receipt here as the fee is excessive.

MICROFILMED


SIGNATURE