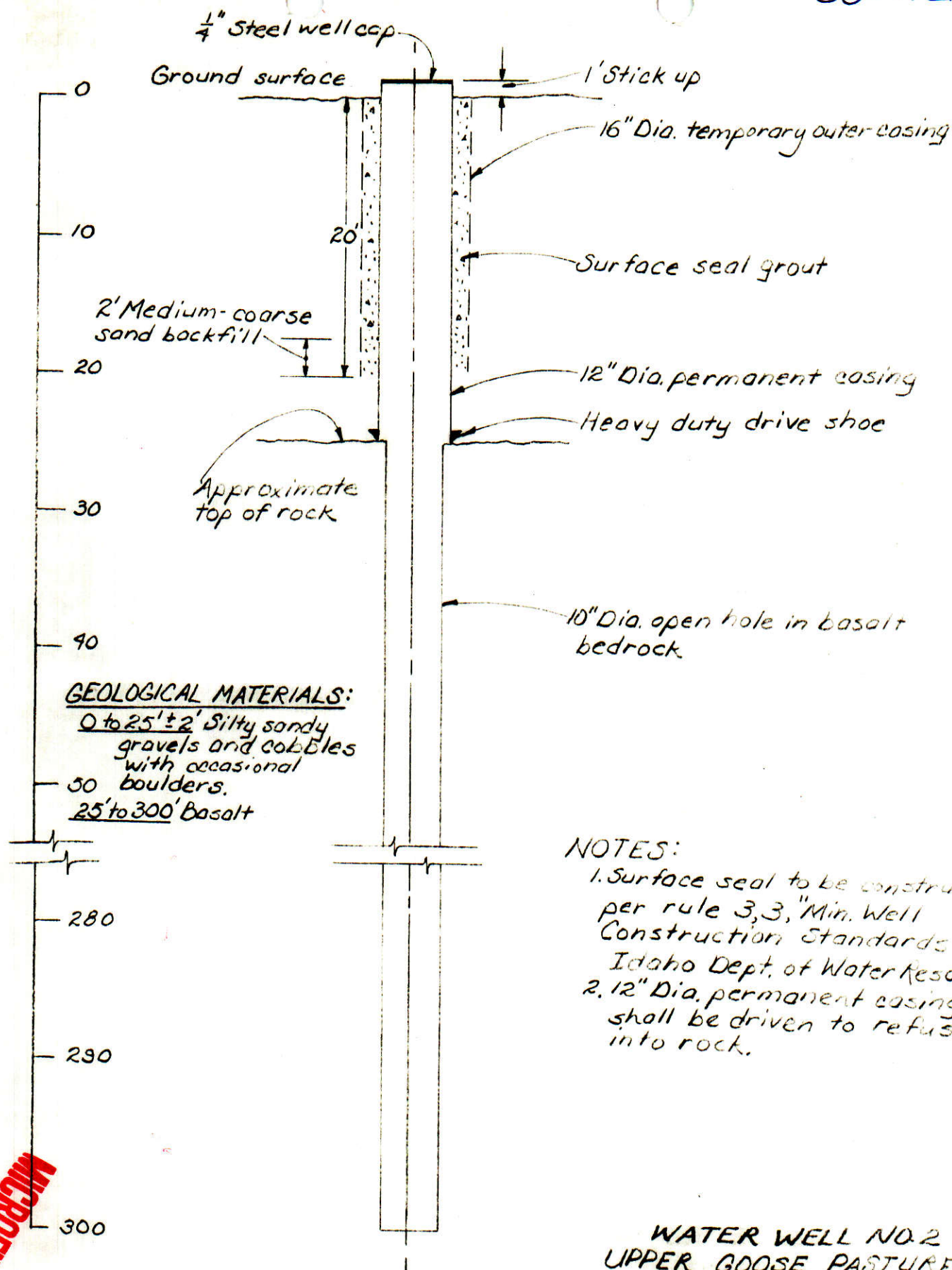


86-7121

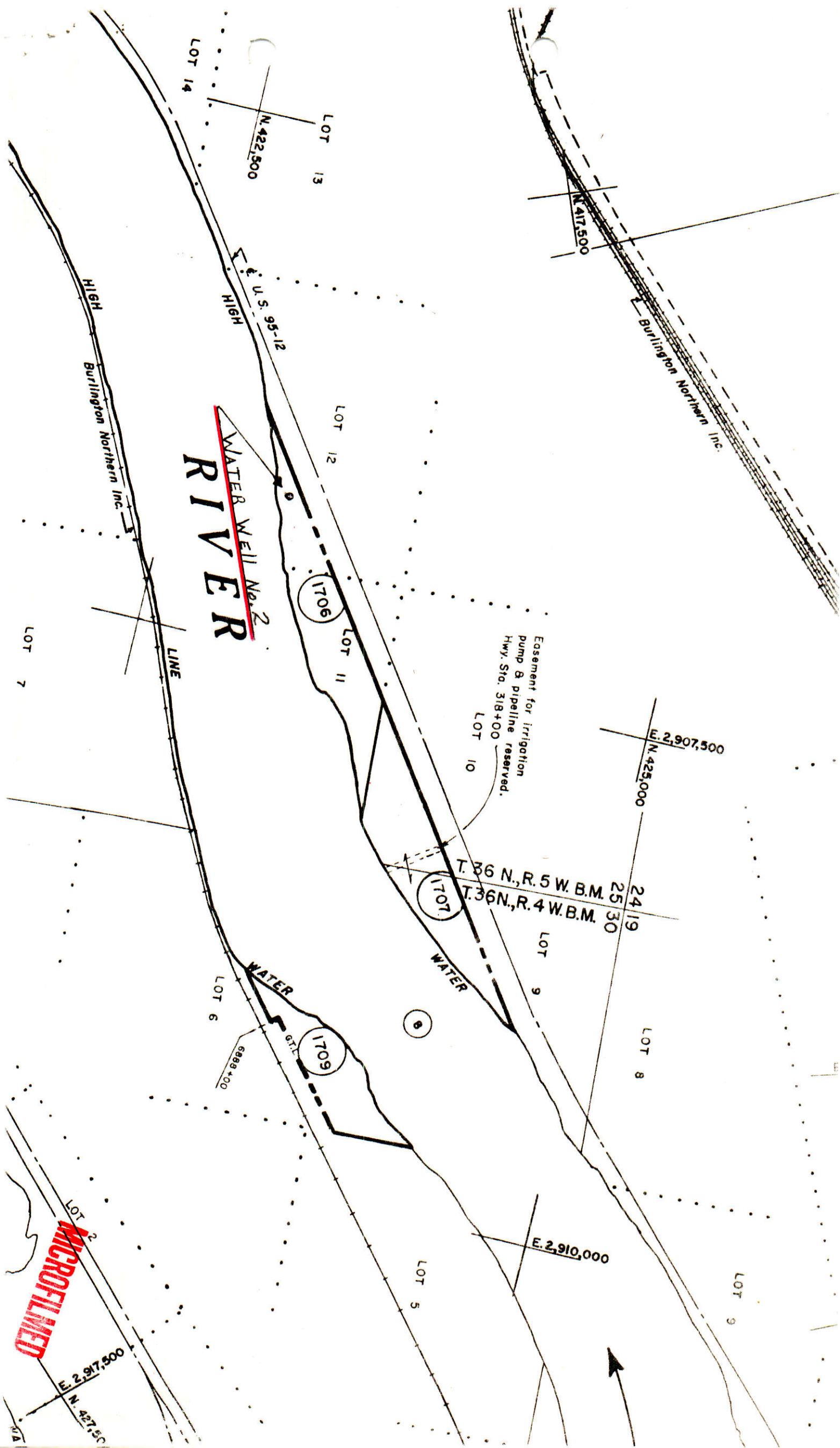
**NOTES:**

1. Surface seal to be constructed per rule 3,3, "Min. Well Construction Standards", Idaho Dept. of Water Resources.
2. 12" Dia. permanent casing shall be driven to refusal into rock.

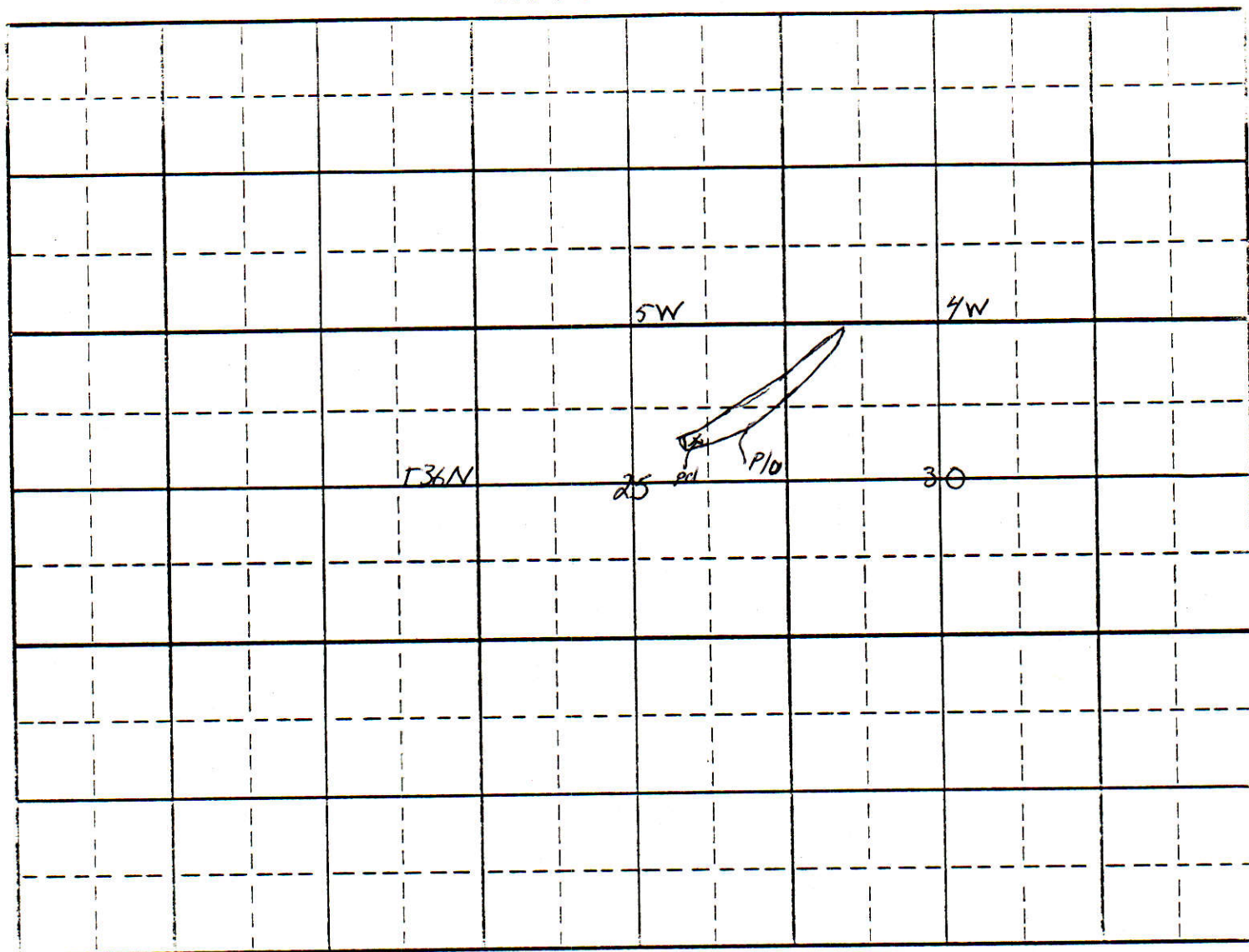
WATER WELL NO. 2
 UPPER GOOSE PASTURE
 Lewiston, Idaho
 Schematic Drawing
 U.S. Army Engr. - District, Walla Walla
 Feb. 18, 1981

LGG-1-9-2412

MICROFILMED



MAP (Attach Aerial Photo)



SCHEMATIC DIAGRAM OF SYSTEM

(Include distance from pump to measuring device, if applicable.)

P_{ump}

☆ sprinkler line

Point(s) of diversion: SWNE sec 25 T 36 N R 5 W

Place(s) of Use

[illegible]

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 _____

Checked by

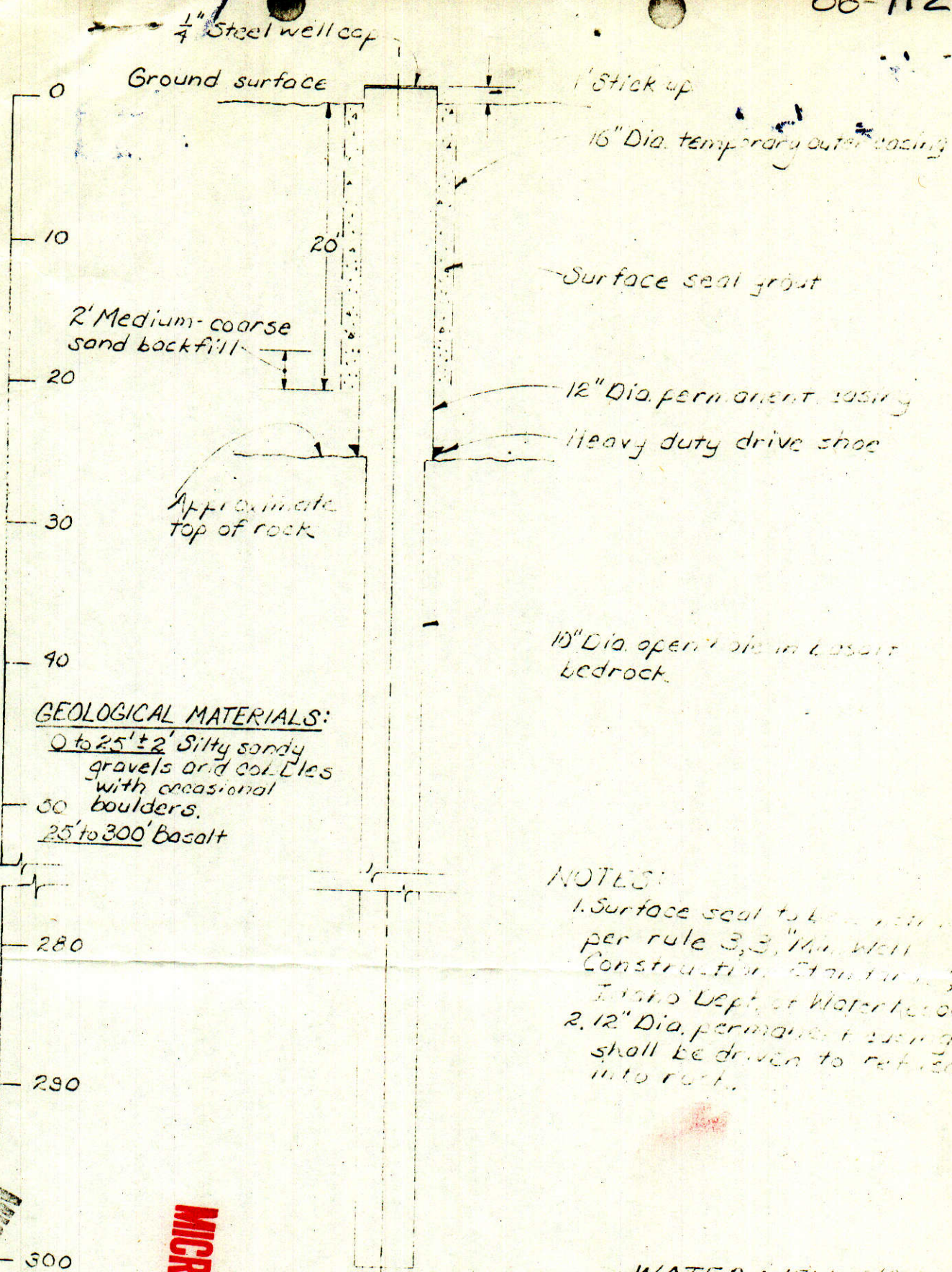
Approved by

Date _____

Date _____

Date _____

86-7121



NOTES:

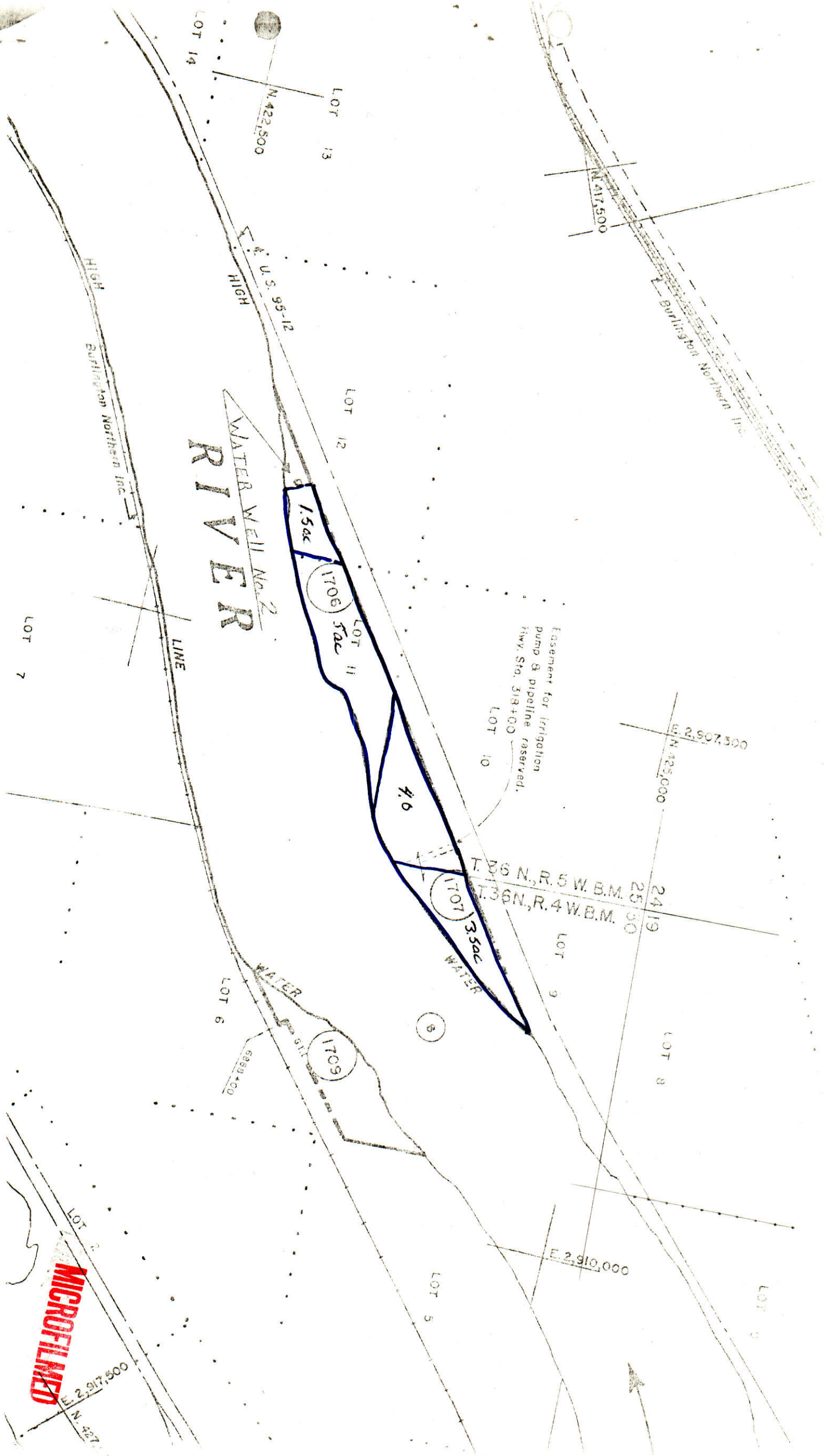
1. Surface seal to be constructed per rule 3, 3, "Min. Well Construction, Standards, Idaho Dept. of Water Resources"
2. 12" Dia. permanent casing shall be driven to refusal into rock.

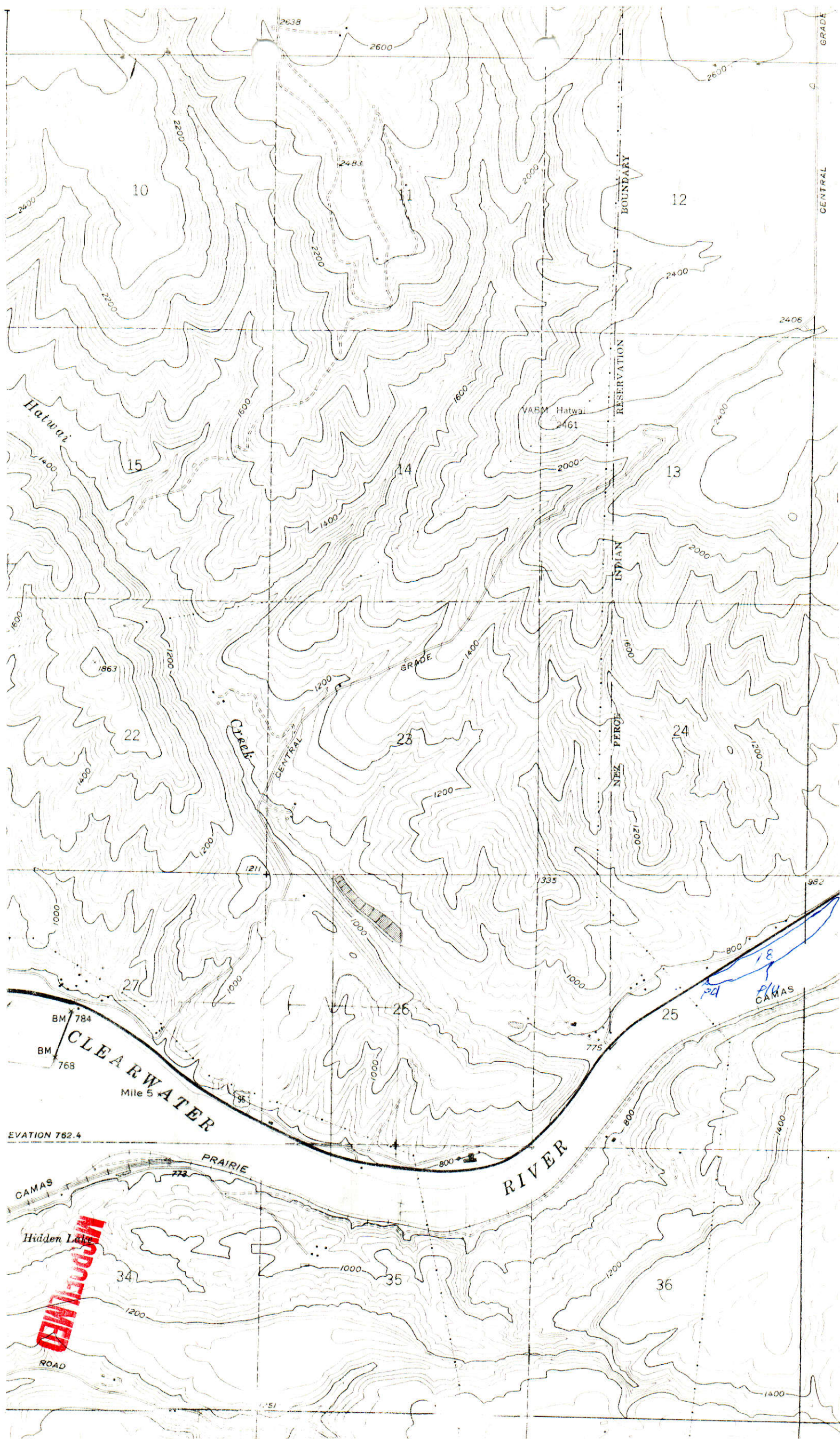
WATER WELL NO. 2
UPPER GOOSE PASTURE
Lewiston, Idaho

Schematic Drawing
U.S. Army Engr. District, Walla Walla
Feb. 18, 1951

LGG-1 3 2412

MICROFILMED





State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 86-7121 Priority April 29, 1981 Amount 0.33 cfs

THIS IS TO CERTIFY, that U.S. Dept. of Army, Corps of Engineers
of Walla Walla, Washington, has complied with the terms and conditions of Permit
No. 86-7121 issued pursuant to Application for Permit dated April 29, 1981,
and has submitted proof to the Department of Water Resources on May 5, 1982,
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 0.35 cfs of water from a groundwater source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Irrigation</u>	from <u>March 1</u> to <u>October 30</u>	at <u>0.33</u> cfs and	<u>42.0</u> acre feet
_____	from _____ to _____	_____ cfs and	_____
_____	from _____ to _____	_____ cfs and	_____

(both dates inclusive)

Subject, however, to the condition that no more than 0.33 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
42.0 acre feet per year, said waters to be diverted within the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 25, Twp.
36N, Rge. 5W in the County of Nez Perce

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 $\frac{1}{4}$	
36N	5W	25	4		1	5													10
36N	4W	30						4											4

Total number of acres irrigated 14

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

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

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 27TH day of October, 19 82.

Acting for the Director

Norman Cyung

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

APPROVED

To appropriate the public waters of the State of Idaho

1. Name of applicant U. S. Department of Army, Corps of Engineers Phone 509-525-5500

Post office address Bldg. 602, City-County Airport, Walla Walla, WA 99362

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

3. Location of point of diversion is SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 25 Township 36N

Range 5W B.M. Nez Perce County, additional points of diversion if any: _____

4. Water will be used for the following purposes:

Amount .33 cfs for irrigation purposes from 1 March to 30 October (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated:

a. .33 cubic feet per second and/or b. _____ acre-feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. A 150 gpm pump will supply irrigation water, via automatic underground irrigation system for approximately 14.6 acres of goose habitat.

b. Height of storage dam N/A feet, active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet, materials used in storage dam: _____

Period of year when water will be diverted to storage _____ to _____ inclusive.
(Month/Day) (Month/Day)

c. Proposed well diameter is 10 inches; proposed depth of well is 300 feet.

7. Time required for the completion of the works and application of the water to the proposed beneficial use is 1 years (minimum 1 year — maximum 5 years).

8. Description of proposed uses:

a. If water is not for irrigation:

(1) Give the place of use of water: N/A $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ B.M.

(2) Amount of power to be generated: N/A horsepower under _____ feet of head.

(3) List number of each kind of livestock to be watered N/A

(4) Name of municipality to be served N/A, or number of families to be supplied with domestic water _____.

(b) If water is to be used for other purposes describe: N/A

NOTIFIED

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	
36N	4W	30						3											3
36N	5W	25	4		1.6	6													11.6

Total number of acres to be irrigated 14.6

c. Describe any other water rights used for the same purposes as described above. N/A Allow 15 acres RC 6-3-81

9. a. Who owns the property at the point of diversion United States Government

b. Who owns the land to be irrigated or place of use United States Government

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

10. Remarks

MICROFILMED

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

See Attached Map

[illegible]

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.

Allen P. Baim

ALLEN L. BAIM (Applicant)
Chief, Real Estate Division
Walla Walla District, Corps of Engineers

the S

MICROFILMED

Proposed Priority

4/29/81

Received by ma Date 4/29/81 Time 11:30 am

Preliminary check by LB Fee \$ 45.00

Receipted by ma Date 4/29/81 (18101)

Publication prepared by ma Date 4/30/81

Published in Lewiston Morning Tribune

Publication dates 5/7 & 14/81

Publication approved ma Date 5/8/81

Protests filed by: none

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by RC RC

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 86-7121, and said application is hereby approved.

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

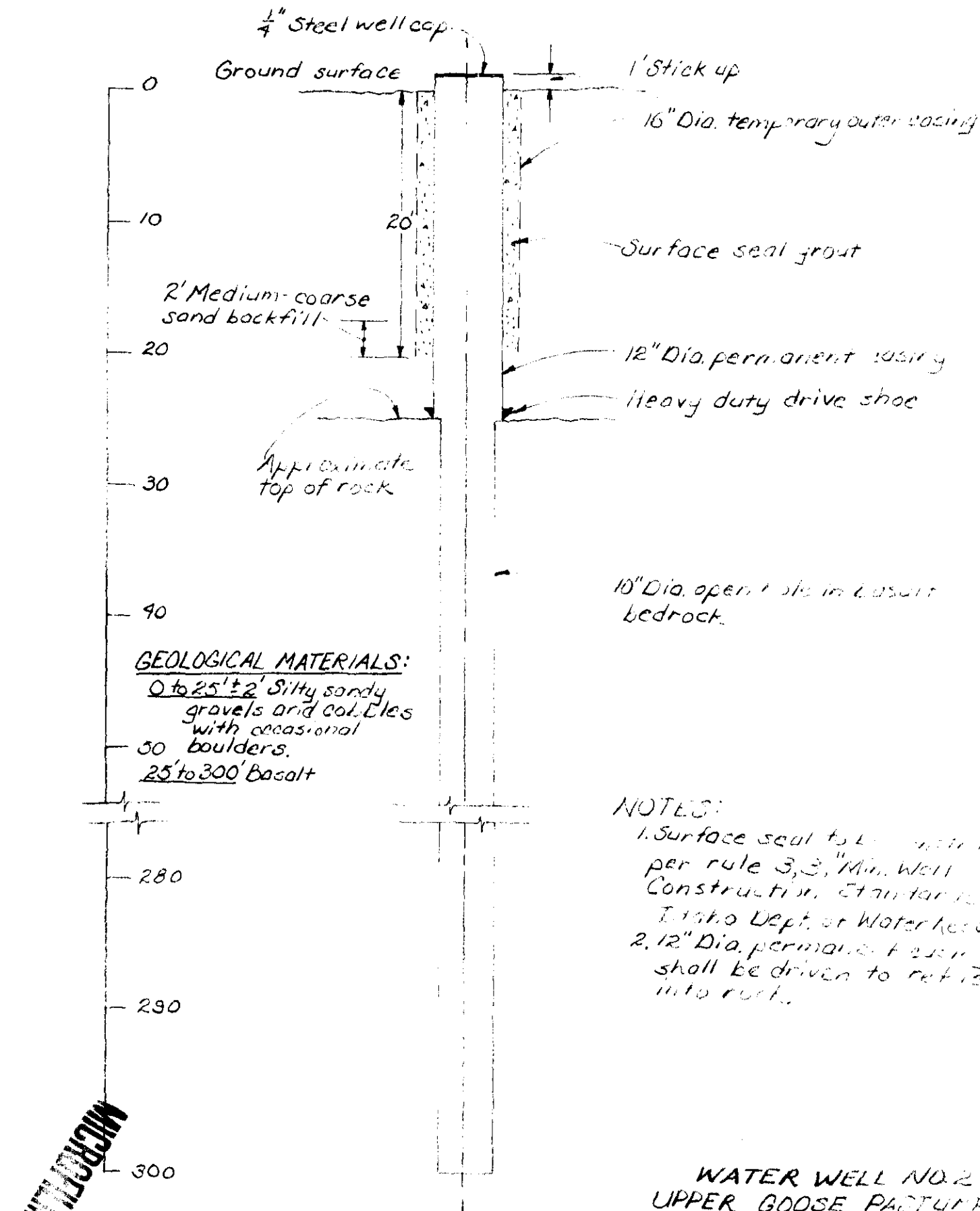
- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before July 1, 19 82.
- c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.
- d. Other: _____

Witness my hand this 23rd day of June, 19 81.

A. Glen Saxton
Chief, Operations Section

MICROFILMED

86-7121

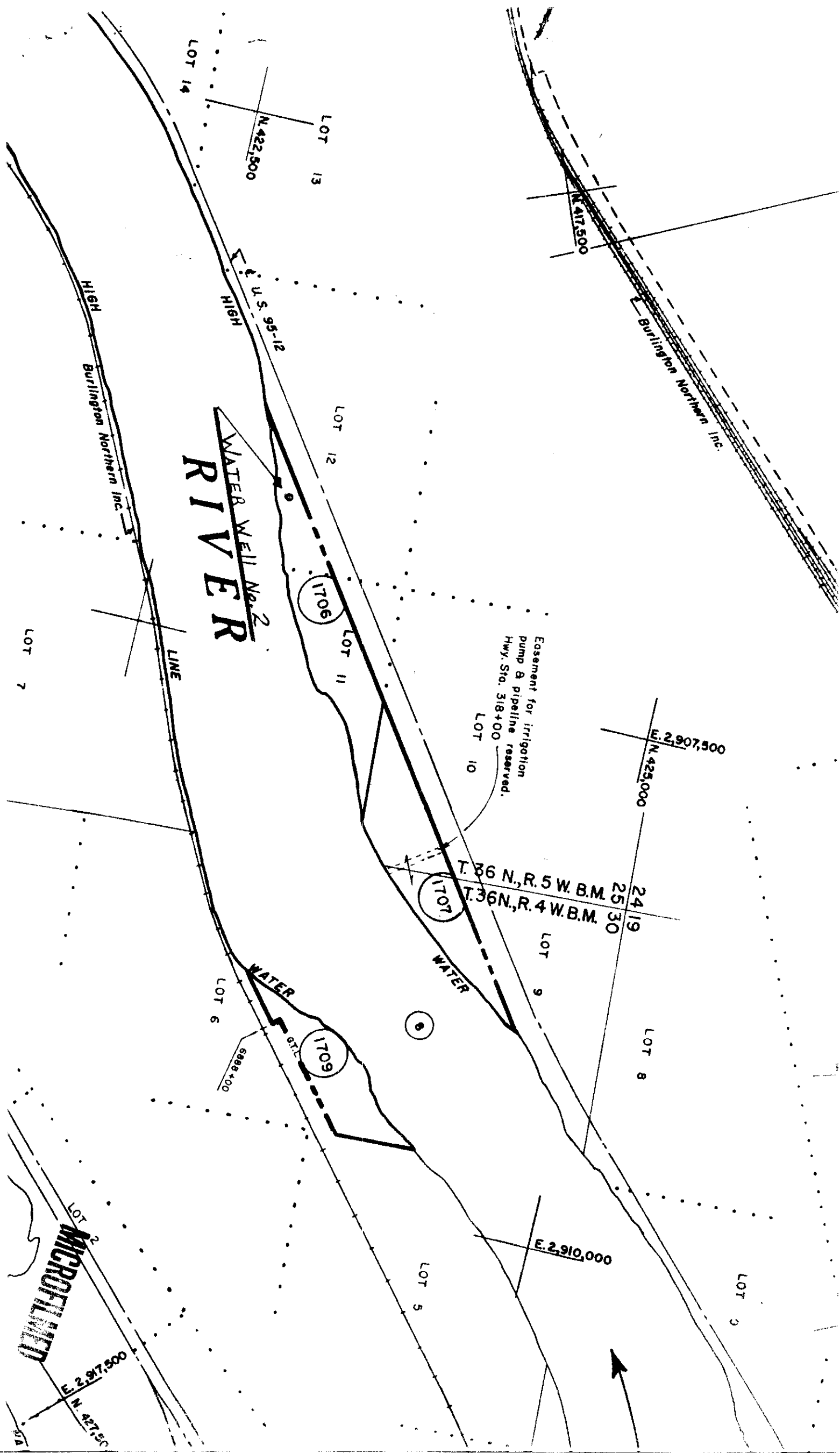


NOTES:

1. Surface seal to be constructed in accordance with rule 3,3, "Min. Well Construction, Standards," Idaho Dept. of Water Resources.
2. 12" Dia. permanent casing shall be driven to refusal into rock.

WATER WELL NO. 2
UPPER GOOSE PASTURE
 Lewiston, Idaho
 Schematic Drawing
 U.S. Army Engr. District, Walla Walla
 Feb. 18, 1941

LG 6-1 0 2412



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Northern Region

JOHN W. EVANS
Governor
R. KENNETH DUNN
Director

4055 Government Hwy
Coeur d'Alene, ID 83814
(208) 667-6494

June 21, 1982

Cores of Engineers
Bldg. 602 City-County Airport
Walla Walla, Wa. 99362

RE: 85-7121

Gentlemen:

We acknowledge receipt of your statement of completion of water development and use for the above-referenced permit.

Before a license can be issued, a field examination must be made by a representative of this Department. We do not know at this time when he will be able to conduct the examination, however, the examiner will try to contact you at the time he makes the examination so that you may show him the system. If you will not be available to show the system, please provide this office with the name and address of someone who will be able to do so. Your permit will remain valid until the examination is made.

If you have any questions concerning the field examination, please contact this office. Please be sure to use the above-referenced permit number in all future correspondence concerning this examination.

Very truly yours,

TOM D. KING
Senior Water Resource Agent

TDK/fms

cc: IDWR State Office

MICROFILMED

PUBLISHER'S AFFIDAVIT OF PUBLICATION

STATE OF IDAHO, }
County of Nez Perce } ss.

NOTICE OF CLAIMS TO WATER RIGHTS

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

86-7121

U.S. DEPT. OF DEFENSE
DEPT. OF ARMY, CORPS OF ENGINEERS, WALLA WALLA WA 99362
Source: GROUNDWATER
Date Filed: 04/29/1981
Amount: 0.33 CFS
Diversion Point: SWNE Sec 25 T 36N R 05W, NEZ PERCE Co.
Use: IRRIGATION (0.33 CFS) from 03/01 to 10/30
Place of Use: NWNW Sec 30 T 36N R 04W SWNE SENE NENE Sec 25 T 36N R 05W FOR 15 ACRES
Diversion Means: PUMP AND PIPE-LINE.

86-7122

U.S. DEPT. OF DEFENSE
DEPT. OF ARMY, CORPS OF ENGINEERS, WALLA WALLA WA 99362
Source: GROUNDWATER
Date Filed: 04/29/1981
Amount: 0.33 CFS
Diversion Point: NENW Sec 35 T 36N R 05W, NEZ PERCE Co.
Use: IRRIGATION (0.33 CFS) from 03/01 to 10/30
Place of Use: NENE NWNE NENW Sec 30 T 36N R 05W FOR 15 ACRES
Diversion Means: PUMP AND PIPE-LINE.

If issued, the permit(s) will be subject to all prior water rights. Protests against granting of any permit must be filed with the Director of the Idaho Department of Water Resources, 4055 Gov't Way, Coeur d'Alene, Id, 83814 on or before MAY 26, 1981.

C. STEPHEN ALLRED
Director

Kathy Garrison, being duly sworn deposes and says, I am the Classified Bookkeeper of the Tribune Publishing Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho, publishers of the LEWISTON MORNING TRIBUNE, a newspaper of general circulation published at Lewiston, Nez Perce County, Idaho; That the said Lewiston Morning Tribune is an established paper and has been published regularly and issued regularly at least once a day for more than 20 consecutive years immediately preceding the first publication of this notice, and has been so published uninterruptedly for said period; that the Notice of Claims to Water Rights attached hereto and which is made a part of this affidavit was published in the said Lewiston Morning Tribune, once a week for two consecutive weeks, the first publication thereof being on the 7th day of May, A. D. 1981, and the last publication thereof being on the 14th day of May, A. D. 1981, and said Notice of Claims to Water Rights was so published in the regular and entire issue of the said newspaper and not in a supplement thereof and was so published in every issue and number of the said paper, during the period and times of publication as set forth above.

Kathy Garrison

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE
14th day of May, 1981

Stephen E. Crocker

Notary Public in and for the State of Idaho,
residing at Lewiston, therein.

MICROFILMED

86-7121 ✓
86-7122

April 24, 1981

Mr. William K. Henry
Acting Chief, Real Estate Divn.
U. S. Army Corps of Engineers
Walla Walla District
Building 602, City-County Airport
Walla Walla, Washington 99362

Dear Mr. Henry:

I am returning your Applications for Permit along with your Check No. 15-51 in the amount of \$90.00 for some minor corrections. I am also including a number of our 202 forms as requested.

The first correction necessary is that neither application is signed. the only other problem is the quantity of water. The State of Idaho only allows up to 0.02 CFS per acre of irrigation, unless it can be shown that more water is necessary. Therefore, the quantity either must be reduced or a reason given for the extra amount.

If you have any questions, please contact me at this office.

Sincerely,

LAWRENCE D. BEARD
E.I.T.

LDB/pms
Enc. - Applications (2)
Check
202 Forms

UNRECORDED



DEPARTMENT OF THE ARMY

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

REPLY TO
ATTENTION OF:

NPWRE

Lower Granite and Little Goose
Lewiston Lower Goose Pasture &
Lewiston Upper Goose Pasture

20 April 1981

RECEIVED

APR 21 1981

Department of Water Resources
Northern District Office

Idaho Department of Water Resources
Northern District Office
4055 Government Way - Suite #1
Coeur d'Alene, ID 83814

Gentlemen:

It is requested that permits be issued for appropriation of water in the quantities and for the purposes indicated on the attached applications.

Inclosed is Check No. 269,517 in the amount of \$90.00 for payment of the two application fees.

We have run out of your Form 202, Application for Permit, and would appreciate receiving a new supply at your earliest convenience.

Sincerely,

William K. Henry

WILLIAM K. HENRY
Acting Chief, Real Estate Division

3 Incl

1. Appl - Well No. 1
2. Appl - Well No. 2
3. Check #269,517

MICROFILMED

November 26, 1982

RE: Permit No. 86-7121

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

Gentlemen:

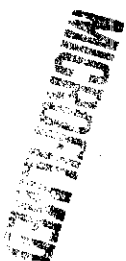
Enclosed herewith is a copy of the Water Right License issued on the above referenced Permit.

Sincerely,



JIM JOHNSON
Water Distribution Supervisor

JJ:kw
Enclosure





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

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

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

October 8, 1982

RE: Permit No. 86-7121

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

Gentlemen:

A representative of this Department has made an examination of the works covered by your Permit No. 86-7121, and has found the following:

Amount of water that can be recognized as beneficially used under
Idaho law: 0.33 cfs Source: groundwater

The maximum quantity diverted shall not exceed 42.0 acre feet
per year.

Point(s) of diversion: SW $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 25, Twp. 36N, Rge. 5W, Nez Perce
County

Beneficial use: Irrigation of 14 acres within the S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 25,
Twp. 36N, Rge. 5W, NW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 30, Twp. 36N, Rge. 4W

Priority date established: April 29, 1981

Conditions (if any):

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

Sincerely,

JIM JOHNSON
Water Distribution Supervisor

kw

State of Idaho
DEPARTMENT OF WATER RESOURCES
FIELD REPORT

RECEIVED

SEP 2 1982

86-7121

Department of Water Resources

Permit No.

CONTACT WITH PERMIT HOLDER

	DATE	INITIALS	REMARKS
☐ Appointment letter mailed:			
☐ Telephone call made: (List Telephone No. used)			
☐ Appointment scheduled for: (Date, time, location)			

EXAMINATION

Date 7/28/87 Accompanied by Tom Cook Total Q measured 160 gpm
If source is surface water, estimate total flow of source _____
Methods of measurement _____ Meets Permit requirements? _____

Measurement calculations: 100 gal in 38 min = 158 gpm 0.35 cfs capacity
V = (14.0)(3.0) = 42 afa Allow .33 cfs as per permit
Q = (14.0 / 4.6)(0.33 cfs) = 0.32 cfs
discrepancy in acreage may be due to measurement on my part - allow 0.33

WELL/DIVERSION* NO.	HP	MOTOR MAKE	MOTOR SERIAL NO.	PUMP MAKE	PUMP SERIAL NO.	MEASURING DEVICE TYPE	CONDITION OF MEAS. DEV.	REMARKS
	15	USELEC	61-04702-19			Sparling 117216	Good	turbine

System Description 10" casing with 4" line going to 3" for sprinklers.

*Code with map on reverse side. Disregard code if only one.

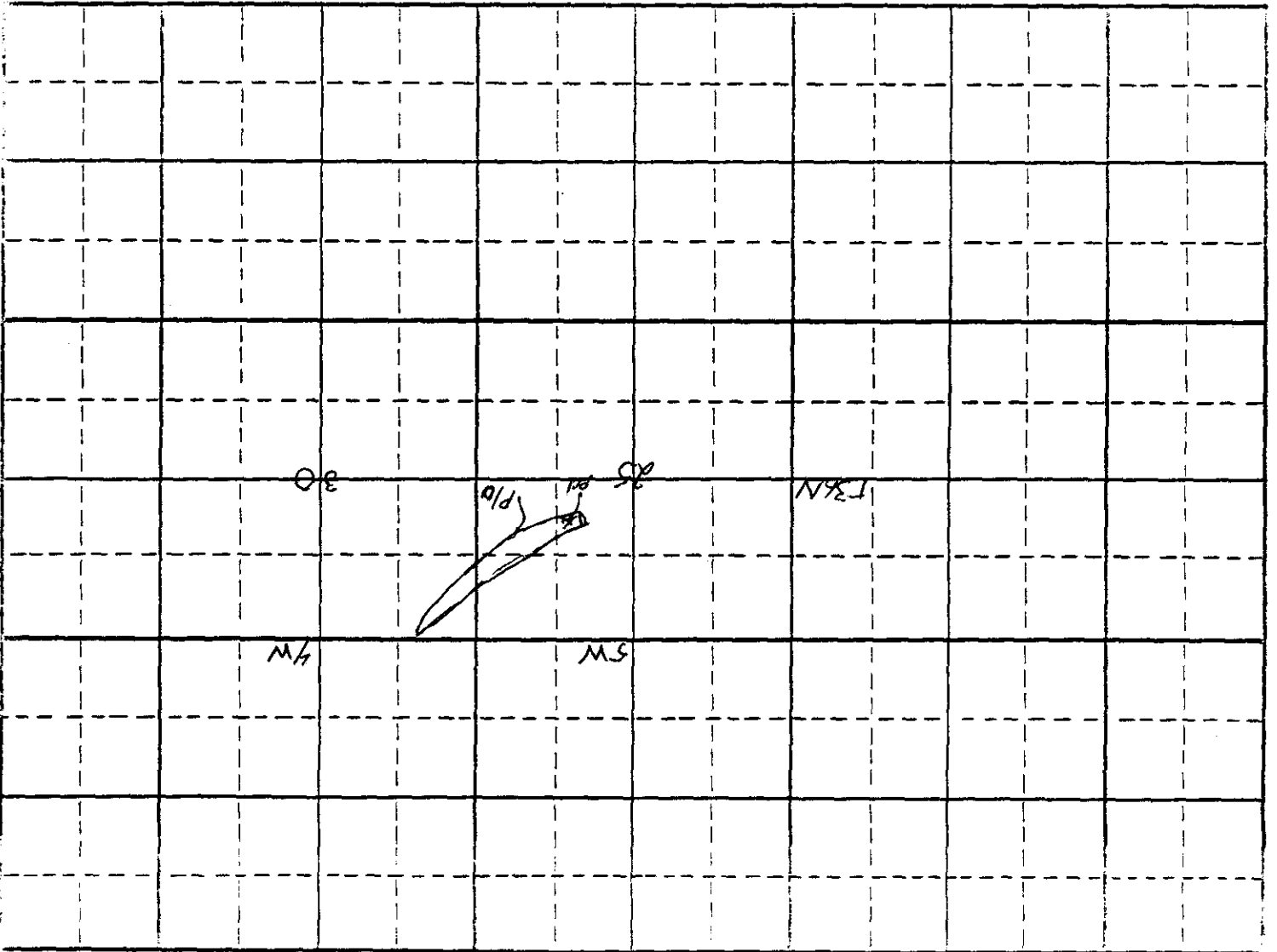
RECOMMENDED AMOUNTS

USE	Irrigation requirement = <u>3.0</u> AFA/Acre			
	Q (cfs)	V (afa)	FROM	TO
<u>Irrigation</u>	<u>0.33</u> ✓	<u>42.0</u> ✓	<u>3/1</u>	<u>10/30</u>
Total	<u>0.33</u> ✓	<u>42.0</u> ✓		

Remarks 14ac irrigation

NOTED

MAP (Attach Aerial Photo)



SCHEMATIC DIAGRAM OF SYSTEM

(Include distance from pump to measuring device, if applicable.)

Pump
Sprinkler line

Point(s) of diversion: SWNE SEC 25 T 36N R 5W

Place(s) of Use

TWP.	RGE.	SEC.	NE%	NW%	SE%	SW%	NE%	NW%	SE%	SW%	NE%	NW%	SE%	SW%	NE%	NW%	SE%	SW%	TOTALS
36N	4W	30	25	4.0	15	5.0	38	4	108	354	14.0	19.0	14.0	19.0	14.0	19.0	14.0	19.0	14.0

Recommended Amendments:

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

Examiner's Signature

Checked by

Approved by

Date

Date

Date

8/22/82
8/30/82
9/13/82



St. Louis, September 11, 1894.

For the court report

12" Dia. from center to center

1998, July drive 2100

D. L. Anderson et al.
Abstract

PEOLOGICAL MATERIALS:

to 25' ± 2' Silty sandy
gravels and cobbles
with occasional
boulders.

300' basalt

A. di. di.

1. Interesse per la propria
 parte nel processo
 2. Interesse per la propria
 parte nel processo

2. 12" Dia. pipe 10' long
shall be placed in the
hole.

WATER WILL BE
UNDER GROUND FOR
Landing Zone

Journal of L. ...

Figure 4

LOT 14
N 42° 30' 00"
LOT 13

N 41° 50' 00"
Burlington Northern Inc.

U.S. 95-12
HIGH

High
Burlington Northern Inc.

WATER WELL No. 2
RIVER

LOT 12
LOT 11
1.5ac
1706
5ac

Reservoir for irrigation
pump & pipeline reserved.
Hwy. Sta. 318+00

LOT 10

N 28° 07' 30" 00"

T. 36 N., R. 5 W. B.M. 2
T. 36 N., R. 4 W. B.M. 2
2419
2520

LOT 9
3.35ac
WATER

WATER
LOT 6
11709

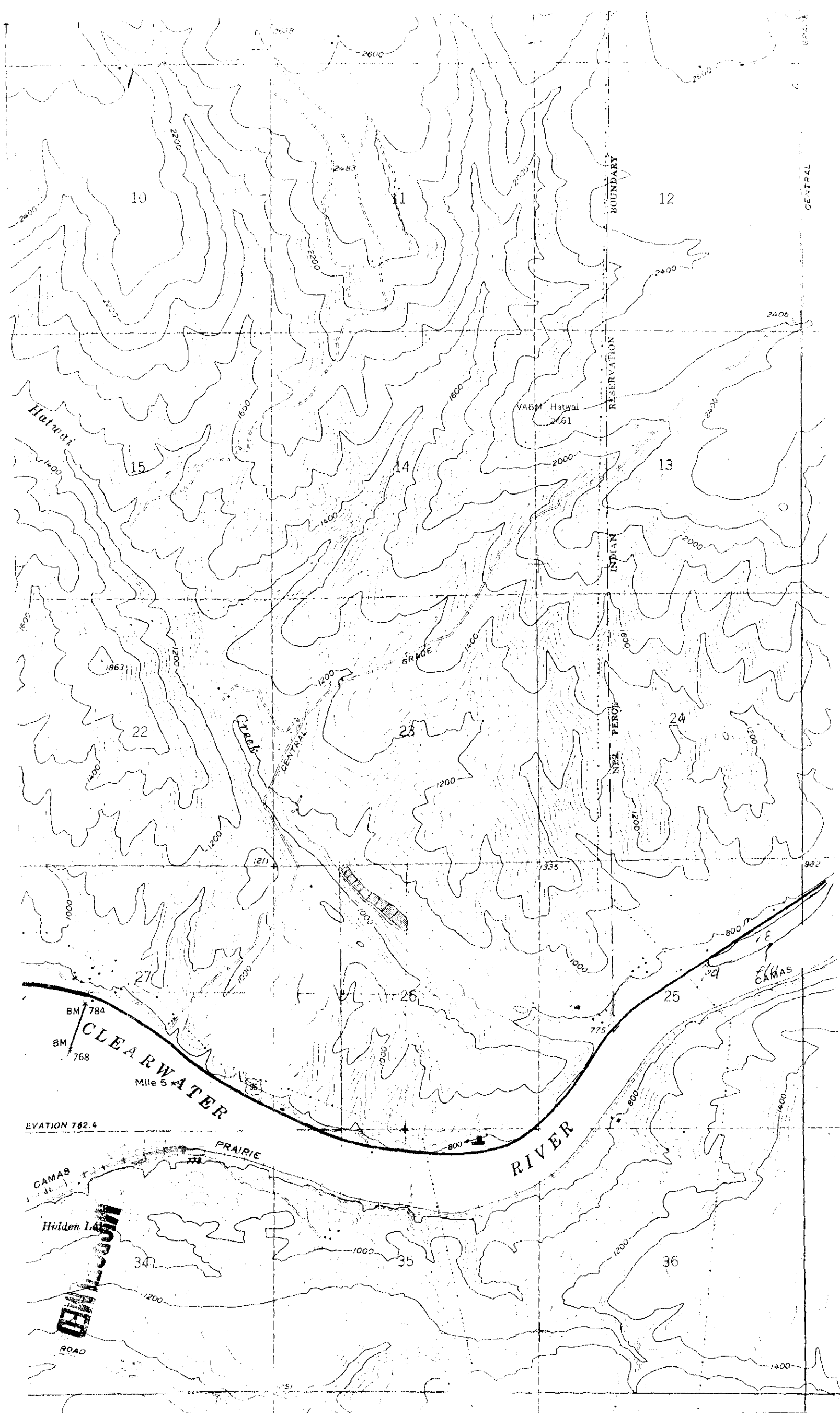
3

E 2° 10' 00" 00"

LOT 5

LOT 8

LOT 7
E 2° 07' 50" 00"
MICROFILMED



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. 86-7121

Name(s) of Permit Holder: US Army Corps of Engineers

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

Walla Walla, WA 99362

Tel. No. (509) 525-5500

Source of Water: Groundwater

Extent of Use: ☐ Domestic _____ (number of households)
☐ Stockwater _____ (number and type of stock)
☒ Irrigation 14.6 _____ (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.

4-19-82

Date

Allen S. Bain

Signature of Permit Holder

US ARMY CORP() OF ENGINEERS

Bldg. 602, City-County Airport

Walla Walla, WA 99362

PLACE
TEN CENT
STAMP
HERE

MICROFILMED

Department of Water Resources



MAY 5 1982

0

5 MAY 1982

IDAHO DEPARTMENT OF WATER RESOURCES
STATEHOUSE
BOISE, IDAHO 83720

WATER RIGHT NUMBER 86-7121

OWNER LAST NAME - U.S. DEPT. OF DEFENSE

FIRST NAME -

ORIG OWNER -

ADDRESS LINE 1 - DEPT. OF ARMY

ADDRESS LINE 2 - CORPS OF ENGINEERS

ADDRESS LINE 3 -

CITY - WALLA WALLA

STATE - WA ZIP CODE - 99362

SOURCE - GROUNDWATER

TRIBUTARY OF -

STAGE - PERMIT

STATUS -

PRIORITY - 04-29-1981 COUNTY - NEZ PERCE TOTAL DIV. RATE - .3300 -CFS

TOTAL DIV. VOLUME - 42.0 .00 AFA TRFR/AMEND - WATER DIST. - DLE/CAREY ACT - RIGHT BASIS -

DIVERSION POINT - SWNE 25 36N 05W LOT REDIV - 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0

FROM - 03-01 TO - 10-30 USE - IRRIGATION USE DIV. RATE - .3300 CFS USE DIV. VOLUME - 42.0 .00 AFA

USE - IRRIGATION

X# 4
from file

PLACE OF USE - T1W 36N R4G 05W SEC 25 TRACT SWNE LOT AC 02 TRACT SENE LOT AC 06

TRACT NENE LOT AC 04

USE - IRRIGATION

PLACE OF USE - T1W 36N R4G 04W SEC 30 TRACT NWNW LOT AC 03 4

DECREE NAME -

DATE -

TOTAL ACRES 15

X -> REMARKS - AC. IRR.=14.6.

NON IRRIG USE -

OTHER RIGHTS FOR SAME USE -

PROOF DUE - 07-01-1982 PERMIT/DENIED - 06-23-1981 PROTESTED -

HEARING -

OLD NO. -

PROOF MADE - P FLD EXAM - COND. OF APPROVAL -

DIVERSION MEANS - PUMP AND PIPELINE.



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

REPLY TO
ATTENTION OF:

NPWRE
Lower Granite and Little Goose
Water Permits 86-7121 and 86-7122
Lewiston Lower Goose Pasture &
Lewiston Upper Goose Pasture

3 May 1982

Idaho Department of Water Resources
Statehouse
Boise, ID 83720

Gentlemen:

Inclosed are completed "Making Proof of Beneficial Use" cards for Permit
Nos. 86-7121 and 86-7122, Lewiston Upper and Lower Goose Pastures.

Sincerely,

2 Incl
As stated

Allen L. Baim
ALLEN L. BAIM
Chief, Real Estate Division

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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

138912

U.S. DEPT. OF DEFENSE
DEPT. OF ARMY
CORPS OF ENGINEERS
WALLA WALLA, WA 99362

APRIL 30, 1982

DEAR PERMIT HOLDER:

ONE OF THE CONDITIONS OF APPROVAL OF YOUR WATER PERMIT NO. 86-7121 WAS THAT EVIDENCE OF THE EXTENT OF DEVELOPMENT MUST BE SUBMITTED TO THIS OFFICE ON OR BEFORE JULY 01, 1982. (SEE LAST PAGE OF YOUR APPROVED PERMIT). ENCLOSED IS A POST CARD WHICH MAY BE USED TO SUBMIT THE REQUIRED PROOF OF BENEFICIAL USE.

IF YOU HAVE NOT FULLY COMPLETED YOUR PROJECT, AND YOU HAVE NOT PREVIOUSLY RECEIVED AN EXTENSION OF TIME, YOU MAY REQUEST AN EXTENSION OF TIME PROVIDED THE DELAY IS FOR REASONABLE CAUSE AS INDICATED IN SECTION 42-204, IDAHO CODE, AMENDED. IF YOU HAVE BEEN PREVENTED FROM PROCEEDING BY A GOVERNMENTAL AGENCY OR BY LITIGATION, MORE THAN ONE EXTENSION OF TIME CAN BE GRANTED.

EITHER THE BENEFICIAL USE POST CARD OR A REQUEST FOR AN EXTENSION OF TIME MUST BE RECEIVED BY THIS DEPARTMENT ON OR BEFORE THE ABOVE MENTIONED DATE, OTHERWISE, THE PERMIT WILL LAPSE AND BE OF NO FURTHER FORCE OR EFFECT WITHIN 60 DAYS.

SINCERELY,

RITA FLECK
SR. SECRETARY

ENC: 1

MICROFILMED

S T A T E O F I D A H O
D E P A R T M E N T O F W A T E R R E S O U R C E S

STATEHOUSE
BOISE, IDAHO 83720
(208) 334-4440

U.S. DEPT. OF DEFENSE
DEPT. OF ARMY
CORPS OF ENGINEERS
WALLA WALLA, WA 99362

JUNE 30, 1981

RE: PERMIT NO. 86-7121

DEAR PERMIT HOLDER:

ENCLOSED IS A COPY OF YOUR APPROVED APPLICATION FOR PERMIT. WE DIRECT YOUR ATTENTION TO THE CONDITIONS OF APPROVAL ON THE FOURTH PAGE.

WE HAVE ENCLOSED A FORM ENTITLED "MAKING PROOF OF BENEFICIAL USE". PLEASE READ THE INSTRUCTIONS CAREFULLY SINCE YOU MUST TAKE FURTHER ACTION TO DEVELOP THIS PERMIT INTO A LICENSE.

SINCERELY,

DAVID R. TUTHILL, JR., P.E.
SUPERVISOR, WATER ALLOCATION SECTION

ENCLOSURE

MICROFILMED

WATER RIGHT NUMBER 86-7121

WATER RIGHTS EDIT REPORT

06/26/81

PAGE 76

ACT

ION

L STAGE - PERMIT

PROOF DUE - 07-01-1982 PERMIT/DENIED - 06-23-1981

FORM 1413 HL3

Moore Business Forms, Inc. sv

WATER RIGHT NUMBER 86-7121

OWNER LAST NAME - U.S. DEPT. OF DEFENSE ✓

FIRST NAME -

ORIG OWNER -

ADDRESS LINE 1 - DEPT. OF ARMY ✓

ADDRESS LINE 2 - CORPS OF ENGINEERS ✓

ADDRESS LINE 3 -

CITY - WALLA WALLA ✓

STATE - WA ZIP CODE - 99362 ✓

SOURCE - GROUNDWATER ✓

TRIBUTARY OF -

STAGE - APPLICATION

STATUS -

PRIORITY - 04-29-1981

COUNTY - NEZ PERCE ✓

TOTAL DIV. RATE -

.3300 -CFS ✓

TOTAL DIV. VOLUME -

.00 AFA TRENTAMEND -

WATER DIST. -

DLE/CAREY ACT -

RIGHT BASIS -

DIVERSION POINT - SWNE 25 36N 05W LOT ✓ REIV -

FROM - 03-01 TO - 10-30 USE - IRRIGATION ✓

USE DIV. RATE -

.3300 CFS ✓

USE DIV. VOLUME -

.00 AFA

USE - IRRIGATION

PLACE OF USE - TWN 36N RNG 04W SEC 30 TRACT NWNW LOT ✓

AC 03

USE - IRRIGATION

PLACE OF USE - TWN 36N RNG 05W SEC 25 TRACT SWNE LOT ✓

AC 02

TRACT SENE LOT ✓

AC 06

TRACT NENE LOT ✓

AC 04

DECREE NAME -

DATE -

TOTAL ACRES

15

REMARKS - AC. IRR.=14.6. ✓

NON IRRIG USE -

OTHER RIGHTS FOR SAME USE -

PROOF DUE -

PERMIT/DENIED -

PROTESTED -

HEARING -

OLD NO. -

PROOF MADE -

ELD EXAM -

COND. OF

APPROVAL -

DIVERSION MEANS - PUMP AND PIPELINE. ✓

State of Idaho
Department of Water Resources

APPLICATION FOR PERMIT ANALYSIS SHEET

INITIAL REVIEW BY: AB

APPLICATION NUMBER: 86-7121

CHECK:

- ☒ Source.
☒ Point of diversion.
☒ County.
☒ Description of diverting works.
☒ Time required for beneficial use of water.
☒ Place of use or acres irrigated.
☒ Map.
☒ Signature.
☒ Fee.
☐ Yes ☒ No
☐ Yes ☒ No
☐ Yes ☒ No
☒ Yes ☐ No*

Field check by: _____
Date: _____
Comments: _____

Field check required.
Critical groundwater area.
Request dam safety information. Sent by: _____ Date: _____
In form to receipt.

*REQUEST THE FOLLOWING ADDITIONAL INFORMATION FROM THE APPLICANT: _____

✓ See letter for justification

SEND COPIES TO:

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

Copies sent by: _____ Date: _____

PROCESSING:

- ☐ Yes ☐ No Platted by: _____ Map No. _____
☐ Yes ☐ No Other rights on same place of use. _____
☒ Yes ☐ No* In form for advertising.
Final date for protests: 5/26/81 ✓
☐ Yes ☒ No Protests received. If yes, record information on 4th page of application.

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received. Date: 5/15/81 ✓
☒ Application published correctly. If not, record action taken: _____
☒ Fee amount, receipt date & number, recorded on application.
☒ Publication dates and paper, recorded on application.
☒ Protests, dates, withdrawal, etc., recorded on application.
☒ Recommendation & initial, recorded on application.
☐ Yes ☒ No Measuring device required.
☐ Yes ☒ No Access port required.
☐ Yes ☒ No Will water be delivered by watermaster? If yes, what district? _____
✓ 4/29/81 Date of priority recommended.
Special conditions of approval or cover letter. _____

By: RST

Date: 5/21/81

STATE OFFICE REVIEW:

SLW/6 cond Cor item 86

- ☐ See attached sheet for more information.

By: [Signature]

Date: 6/8/81

Department of Water Resources

MICROFILMED

3/79

IDENT. NO. *St-7121*

I D A H O D E P A R T M E N T O F W A T E R R E S O U R C E S

WATER RIGHT
DATA ENTRY LOG

Initials

Date _____

Item

4/29/81

Original form entered

Edit Report Correct

Date Protested

Date of Hearing

Date Approved/Denied

(Proof due date, stage and/or status,
conditions of approval, water district)

Record Verified

Amendment Approved

Extension Approved

Partial Proof

Proof Complete

Field Exam Received

Field Exam Accepted
and changes entered

License Signed

Transfer Approved

Keypunched by State Office

D. W.

12/7/82

License update

86-2121

U.S. DEPT. OF DEFENSE

DEPT. OF ARMY, CORPS OF ENGINEERS, WALLA WALLA, WA 99362

Source: GROUNDWATER

Date Filed: 04/29/1981

Amount: 0.33 CFS

Diversion Point: SWNE Sec 25 T 36N R 05W, NEZ PERCE Co.

Use: IRRIGATION (0.33 CFS) from 03/01 to 10/30

Place of Use: NWNW Sec 30 T 36N R 04W SWNE SENE NENE Sec 25 T 36N R 05W
FOR 15 ACRES

Diversion Means: PUMP AND PIPELINE.

MICROFILMED

CHECKED BOX APPLIES		☒ ORDER FOR SUPPLIES OR SERVICES		☐ REQUEST FOR QUOTATIONS NO.		PAGE 1 OF 1	
RETURN		COPY(IES) OF THIS QUOTE BY		(THIS IS NOT AN ORDER. See DD Form 1155r)		5. CERTIFIED FOR NATIONAL DEFENSE UNDER DMS REG 1	
1. CONTRACT/PURCH ORDER NO. DACW68-81-M-5572		2. DELIVERY ORDER NO.		3. DATE OF ORDER 81 MAR 30		4. REQUISITION/PURCH REQUEST NO. BP-81-5	
6. ISSUED BY: Walla Walla District Corps of Engineers Bldg. 602, City-County Airport Walla Walla, WA 99362		7. ADMINISTERED BY: (If other than 6)		8. DELIVERY FOB ☒ DEST ☐ OTHER (See Schedule if other)			
9. CONTRACTOR/QUOTER Idaho Department of Water Resources Northern District Office 4055 Government Way, Suite #1 Coeur d'Alene, ID 83814		10. DELIVER TO FOB POINT BY: 81 MAY 15		11. CHECK IF ☐ SMALL BUSINESS ☐ MINORITY BUSINESS			
12. DISCOUNT TERMS Net 30		13. MAIL INVOICES TO: Issuing Office					
14. SHIP TO: Real Estate Division Bldg. 602, City-County Airport Walla Walla, WA 99362		15. PAYMENT WILL BE MADE BY: Issuing Office		MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER			
16. TYPE OF ORDER DELIVERY This delivery order is subject to instructions contained on this side of form only and is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. PURCHASE Reference your , furnish the following on terms specified herein, including, for U.S. purchases, General Provisions of Purchase Order on DD Form 1155r (EXCEPT CLAUSE NO. 13 APPLIES ONLY IF THIS BOX ☐ IS CHECKED, AND NO. 15 IF THIS BOX ☐ IS CHECKED); special provisions ; and delivery as indicated. This purchase is negotiated under authority of							
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE BP CPLLA304F200000 - 90\$ BP BPLB304F200000 - 10\$							
18. ITEM NO. 19. PROCUREMENT AUTHORITY: 48 USC 2304 (a)(1) FOREIGN MANUFACTURED ITEMS NOT ACCEPTABLE							
1. Statutory application fee for Ground Water application, Lewiston Lower Goose Pasture, Well No. 1		20. QUANTITY ORDERED/ACCEPTED 1		21. UNIT ea		22. UNIT PRICE 45.00	
2. Statutory application fee for Ground Water application, Lewiston Upper Goose Pasture, Well No. 2		1		ea		45.00	
PAY IN ADVANCE		FORWARD TO PAYEE					
24. UNITED STATES OF AMERICA		BY: DALLIS MACE		CONTRACTING/ORDERING OFFICER		25. TOTAL 99.00	
26. QUANTITY IN COLUMN 20 HAS BEEN: ☐ INSPECTION ☒ RECEIVED ☒ ACCEPTED AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		27. SHIP NO.		28. D.O. VOUCHER NO.		29. DIFFERENCES	
30. DATE 3-31-81 DATE Darlene M. Stewart SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		31. PAYMENT ☐ PARTIAL ☒ FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
34. CHECK NUMBER		35. BILL OF LADING NO.		36. I certify that amount is correct and proper for payment.		37. RECEIVED BY	
38. RECEIVED BY		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER	
42. S/R VOUCHER NO.							

THIS PARAGRAPH APPLIES ONLY TO QUOTATIONS

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

12. CONDITION FOR ASSIGNMENT—This Purchase Order may not be assigned pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 151), unless or until the supplier has been requested and has accepted this order by executing the Acceptance hereon.

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

NAME OF CONTRACTOR

SIGNATURE

14. PRIORITIES, ALLOCATIONS

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

15. FAST PAYMENT PROCEDURE

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

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

(c) Preparation of Invoice.

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

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

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

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

OUTER SHIPPING CONTAINERS SHALL BE MARKED "FAST PAY"

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

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

ADDITIONAL GENERAL PROVISIONS

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

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

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

20. ASSIGNMENT OF CLAIMS—Claims for monies due or to become due under this contract shall be assigned only pursuant to the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 151). However, payment to an assignee of monies under this contract shall not, to the extent provided in said act as amended, be subject to deduction or set-off (See Clause 12).

ACCEPTANCE

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

TYPED NAME AND TITLE

DATE SIGNED

☒ CHECKED BOX APPLIES		☒ ORDER FOR SUPPLIES OR SERVICES		☐ REQUEST FOR QUOTATIONS NO.		RETURN		COPIES OF THIS QUOTE BY		PAGE 1 OF 1			
1. CONTRACT/PURCH ORDER NO. DACW68-81-M-5572		2. DELIVERY ORDER NO.		3. DATE OF ORDER 81 MAR 30		4. REQUISITION/PURCH REQUEST NO. BP-81-5		5. CERTIFIED FOR NATIONAL DEFENSE UNDER DMS REG 1 DO		N/A			
6. ISSUED BY: Walla Walla District Corps of Engineers Bldg. 602, City-County Airport Walla Walla, WA 99362				7. ADMINISTERED BY: (If other than 6)				8. DELIVERY FOB ☒ DEST ☐ OTHER (See Schedule if other)					
9. CONTRACTOR/QUOTER NAME AND ADDRESS Idaho Department of Water Resources Northern District Office 4055 Government Way, Suite #1 Coeur d'Alene, ID 83814				FACILITY CODE		10. DELIVER TO FOB POINT BY: 81 MAY 15		11. CHECK IF ☐ SMALL BUSINESS ☐ MINORITY BUSINESS					
14. SHIP TO: CORPS OF ENGINEERS Real Estate Division Bldg. 602, City-County Airport Walla Walla, WA 99362				15. PAYMENT WILL BE MADE BY: Issuing Office				12. DISCOUNT TERMS Net 30		13. MAIL INVOICES TO: Issuing Office			
16. DELIVERY		This delivery order is subject to instructions contained on this side of form only and is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.											
PURCHASE		Reference your , furnish the following on terms specified herein, including, for U.S. purchases, General Provisions of Purchase Order on DD Form 1155r (EXCEPT CLAUSE NO. 13 APPLIES ONLY IF THIS BOX ☐ IS CHECKED, AND NO. 15 IF THIS BOX ☐ IS CHECKED); special provisions ; and delivery as indicated. This purchase is negotiated under authority of											
		10 USC 2304(a)(3) or as specified in the schedule if within the U. S., its possessions or Puerto Rico; if otherwise, under 2304(a)(6). ☒ If checked, Additional General Provisions apply; Supplier shall sign "Acceptance" on DD Form 1155r and return none copies. Incl GP 21-22											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE BP BFLLA304F2K0000 - 90% BP BFLGB304F2D0000 - 10%													
18. ITEM NO.		19. PROCUREMENT AUTHORITY TO USE 2304 (a)(1) FOREIGN MANUFACTURED ITEMS NOT ACCEPTABLE Statutory application fee for Ground Water application, Lewiston Lower Goose Pasture, Well No. 1				20. QUANTITY ORDERED/ACCEPTED		21. UNIT		22. UNIT PRICE		23. AMOUNT	
1.						1		ea		45.00		45.00	
2.		Statutory application fee for Ground Water application, Lewiston Upper Goose Pasture, Well No. 2				1		ea		45.00		45.00	
PAY IN ADVANCE													
*If quantity accepted by the Government is same as quantity ordered, indicate by / mark. If different, enter actual quantity accepted below quantity ordered and enclose.				24. UNITED STATES OF AMERICA BY: DALLIS MAGE CONTRACTING/ORDERING OFFICER				25. TOTAL 99.00		29. DIFFERENCES			
26. QUANTITY IN COLUMN 20 HAS BEEN: ☐ INSPE ☐ RECEIVED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED DATE: _____ SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				27. SHIP. NO. ☐ PARTIAL ☐ FINAL		28. D.O. VOUCHER NO.		30. INITIALS		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
35. I certify that account is correct and proper for payment. _____ SIGNATURE AND TITLE OF CERTIFYING OFFICER				31. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL						34. CHECK NUMBER		35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.			

THIS PARAGRAPH APPLIES ONLY TO QUOTATIONS 5**NOTED:**

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

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. FAST PAYMENT PROCEDURE

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

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

(c) Preparation of Invoice

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

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

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

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

OUTER SHIPPING CONTAINERS SHALL BE MARKED "FAST PAY"

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

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

ADDITIONAL GENERAL PROVISIONS

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

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

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

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

ACCEPTANCE

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

NAME OF CONTRACTOR

SIGNATURE

TYPED NAME AND TITLE

DATE SIGNED

ADDI TIONAL GENERAL PROVISIONS (CONTINUED)
(For use with DD 1155 for the procurement of
supplies and services when the amount of
this contract does not exceed \$2,500)

Edition of 12 September 1980

Issued By: Department of the Army, Corps of Engineers

21. FAIR LABOR STANDARDS ACT AMENDMENT (1974 MAY)

(The following clause is applicable if this contract is for services)

Notwithstanding any other provisions of this contract, the minimum wage payment shall be as specified by P.L. 93-259 or the service contract act wage determination rate, if any, whichever is greater.

22. ALTERATIONS

The following alteration has been made.

5. DISPUTES. In accordance with the Contract Disputes Act of 1978, Clause 5, Disputes, DD Form 1155r, is deleted and the following is inserted therefor.

DISPUTES (1980 JUN)

(a) This contract is subject to the Contract Disputes Act of 1978 (P.L. 95-563).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved in accordance with this clause.

(c) (i) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a matter of right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. However, a written demand by the contractor seeking the payment of money in excess of \$50,000 is not a claim until certified in accordance with (d) below.

(ii) A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently disputed either as to liability or amount or not acted upon in a reasonable time, it may be converted to a claim pursuant to the Act by complying with the submission and certification requirements of this clause.

(iii) A claim by the contractor shall be made in writing and submitted to the contracting officer for decision. A claim by the Government against the contractor shall be subject to a decision by the Contracting Officer.

(d) For contractor claims of more than \$50,000, the contractor shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the contractor's knowledge and belief; and the amount requested accurately reflects the contract adjustment for which the contractor believes the Government is liable. The certification shall be executed by the contractor if an individual. When the contractor is not an individual, the certification shall be executed by a senior company official in charge at the contractor's plant or location involved, or by an officer or general partner of the contractor having over-all responsibility for the conduct of the contractor's affairs.

(e) For contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the contractor, render a decision within 60 days of the request. For contractor certified claims in excess of \$50,000 the

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(12 Sep 80)

Contracting Officer must decide the claim within 90 days or notify the contractor of the date when the decision will be made.

(f) The Contracting Officer's decision shall be final unless the contractor appeals or files a suit as provided in the Act.

(g) Interest on the amount found due on a contractor claim shall be paid from the date the contracting officer receives the claim, or from the date payment otherwise would be due, if such date is later, until the date of payment.

(h) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal or action arising under the contract, and comply with any decision of the Contracting Officer. (DAR 7-103.12(a))

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REPLY TO
ATTENTION OF:

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

NPWRE
Lower Granite and Little Goose
Lewiston Lower Goose Pasture &
Lewiston Upper Goose Pasture

28 April 1981

Mr. Lawrence D. Beard, E.I.T.
Idaho Department of Water Resources
Northern District Office
4055 Government Way - Suite #1
Coeur d'Alene, ID 83814

RECEIVED
APR 28 1981

Department of Water Resources
Northern District Office

Dear Mr. Beard:

Thank you for returning the unsigned Applications for Permit and the additional 202 forms.

We are resubmitting the Applications for Permit properly executed on behalf of the Corps of Engineers. We have applied for the stated quantity of water which we understand exceeds the 0.02 c.f.s. per acre of irrigation allowed by the State of Idaho. The area that will be irrigated by these wells is being developed for wildlife habitat, primarily geese. We would like to limit our irrigation time to just a few hours each night so as not to interrupt or disturb their feeding habits during the day when predators are not out. This requires a slightly higher water demand than would be required if irrigation time could be spread out over more daylight hours. It is, therefore, requested that the pumping capacities that were originally requested be approved.

Sincerely,

Allen L. Baim
ALLEN L. BAIM
Chief, Real Estate Division

- 3 Incl
1. Appl - Well No. 1
2. Appl - Well No. 2
3. Check #269,517

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