

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Department of Water Resources
Eastern Region

RECEIVED

FEB 09 1999

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right or Adjudication Claim No(s): A3502612, A3502845, A3506574 ^{NCAP} ^{NCAP} ^{OK} ^{AJR}
2. The following **REQUIRED** information must be submitted with this form: ^{Domestic - 35-12817 - partially decreed}
 A. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**
AND
 B. **PLAT OF PROPERTY** or **SURVEY MAP** for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency **AERIAL PHOTO** with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Ben Kopp, Beatrice Kopp
741 Bennett Av., American Falls, ID 83211
4. New Owner/Claimant(s) Sherman Kopp, Phyllis Kopp
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or
 New Mailing Address 3975 Wapi Rd.
 City, State and ZIP Code American Falls, ID 83211
 New Telephone Number (208) 226-7279
5. Date you acquired the property 8-9-94
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
- Number of acres you irrigate _____ Number and type of stock _____
- Diversion rate in CFS _____ Number of homes _____ Other uses _____
- If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) Sherman Kopp
Phyllis Kopp
- Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this form.
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

COPY

162284

Instrument #	8
Date	3:31 PM
By	Brunner & Zoggia
SEP 29 1994	
POWER COUNTY AM FALLS	
BY	Maurice Schulte
DEPUTY	PD. 184

REAL ESTATE AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of August, 1994, by and between BEN F. KOPP and BEATRICE A. KOPP, husband and wife, of American Falls, Power County, Idaho, hereinafter referred to as "Sellers"; and SHERMAN L. KOPP and PHYLLIS K. KOPP, husband and wife, of American Falls, Power County, Idaho, hereinafter referred to as "Purchaser";

WITNESSETH;

For and in consideration of the mutual covenants and agreements hereinafter contained, to be kept and performed by the parties hereto, Sellers hereby agree to sell to Purchaser and Purchaser covenants and agrees to purchase from Sellers the following described real and personal property situate in the County of Power, State of Idaho, listed and described as the SW $\frac{1}{4}$ SE $\frac{1}{4}$ in Section 21 and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ NW $\frac{1}{4}$ in Section 28, all in Township 7 South, Range 29 E.B.M.

That the real property described above and the purchase price hereinafter set out has been established by an "ingross" method rather than as a specific sale by the acre, and the Purchaser receives the real property encompassed within the foregoing description and existing boundaries in exchange for the purchase price hereinafter set out.

PURCHASE PRICE: It is agreed by and between the parties hereto that the purchase price of the real property described in this Agreement being sold by Sellers to the Purchaser and being purchased from the Sellers by the Purchaser amounts to the total sum of TWO HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$240,000.00) to be paid as follows:

a) Purchaser agrees to pay \$10,000 down payment upon execution hereof, and that the unpaid principal balance hereof will be paid in annual principal payments over a ten (10) year term. That said annual principal payments shall be in the amount of \$23,000.00 each and shall commence on June 1, 1995 and continue on the 1st day of each and every June thereafter until the entire unpaid principal balance has been paid in full.

(b) Any balance remaining as of June 1, 2004 shall be due and payable in full as a balloon payment.

PREPAYMENT: The parties agree that the Purchaser may prepay any portion or all of the unpaid balance hereof at anytime without penalty.

WAIVER OF TRUTH IN LENDING REQUIREMENTS: Purchaser understand that Sellers are not in the business of selling

real estate on a credit basis on a regular basis and is exempt from all federal and state disclosure requirements. Both Sellers and Purchaser agree to waive any applications of either of these laws to this transaction and consent to the closing without formal disclosures being provided either party under the aforementioned laws.

TAXES AND ASSESSMENTS: Sellers agree to pay and discharge any and all taxes or lawful assessments levied or assessed against the above-described property for the year 1993 and all previous years. Purchaser agrees to pay and discharge all such taxes and assessments for the year 1994 and all subsequent years.

Sellers agree that Purchaser shall have the right to protest or contest any assessments or levies for taxes and assessments upon the hereinbefore described real and personal property. In the event Purchaser so elects to protest or contest any such taxes or assessments, Purchaser shall immediately notify Sellers thereof in writing, and Sellers agrees that so long as Purchaser shall, in good faith, diligently pursue or contest said taxes, that Purchaser shall not be in default of this Agreement for any failure to pay said taxes or assessments pending final determination of said protest or contest upon the condition that Purchaser shall pay all such taxes and assessments immediately upon any final determination that said tax is due.

POSSESSION: Purchaser shall be entitled to the possession of the shop building on the above-described real property on and after June 1, 1994. Thereafter, Purchaser shall have the right to the possession of said property so long as Purchaser shall perform all of the terms and covenants and conditions of this Agreement and on the condition that the title to the real property described in this Agreement is retained by Sellers and shall remain in Sellers and that no legal or equitable title to the same, or any part thereof, shall pass to the Purchaser until Purchaser has fully performed all of the terms, covenants and conditions of this Agreement.

However, Sellers retain a non-exclusive right to retain a six year life estate in the home on the premises pending their finding a replacement home.

ALLOCATION OF VALUE: Sellers and Purchaser agree that the allocation of value between the real property and its improvements is as follows:

Growing crops	\$	_____
Improvements	\$	_____
Real Property	\$	_____

TITLE: Sellers represent and warrant title in fee simple, free from all claims or encumbrances, subject only to standard exception, easements, and rights of way of record. Sellers shall execute and cause to be delivered at the time final payment is received hereunder a good and sufficient Warranty Deed conveying to Purchaser the real property hereinabove described.

GROWING CROPS: Sellers also transfer to Purchaser all of their right, title and interest in and to the growing grain crop on the premises at the value listed herein.

WATER RIGHTS: All rights of Sellers in surface and groundwater irrigation water rights to this property are included in this sale by Sellers to Purchaser.

INSURANCE: Sellers agree that this sale is subject to the condition that Purchaser shall obtain and maintain in force for the duration of this agreement, a broad form property loss insurance policy insuring the property herein sold to Purchaser against loss due to fire and related casualties. Purchaser agrees that said policy shall include what is commonly referred to as "union mortgage clause" which will provide among other things, that any insurance or settlement check should be payable to Seller and to the Purchaser as their interest may appear. This policy of insurance shall also specify that the insurance shall not be invalidated by the act or neglect of the Purchaser nor by any foreclosure or other proceedings, or by any change in title or ownership of the property.

In the event of loss, the proceeds of said policy shall be applied, at the option of Sellers, to the repair or replacement of the asset or paid to the parties as their interest shall appear.

DEFAULT: Time and the prompt performance of each and every obligation of Purchaser is agreed to be of the essence of this contract, and should Purchaser fail or neglect to make any payment of principal, interest, or taxes and assessments, when due, and before they become delinquent, or fail or neglect to carry out any of the other terms and conditions of this Agreement to be performed by them, then this contract shall be in default, and upon a default occurring, Vendor, or his authorized agent, may cause to be prepared a written

notice, in duplicate, addressed to Purchaser, calling attention to the matters then in default or on account of which a breach is claimed, and said notices shall be delivered to Purchaser 2804 Vollmer Loop, American Falls, Idaho, 83211. Purchaser shall have sixty (60) days from the date of mailing of said notice in which to make good matters in default of which a breach is claimed or to disprove the same.

FORBEARANCE: It is further expressly understood and agreed that acceptance by Sellers of any installment of the principal or interest, or of repayment of any taxes or premiums for insurance, after the same may have been past due or after Purchasers may have defaulted under this Agreement in any particular whatever, or any forbearance of any kind that may be granted or allowed by Sellers to Purchaser under this Agreement, shall not in any manner nor in anywise be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement on any subsequent default that may be made by Purchaser.

OBLIGATIONS OF PURCHASER: It is also agreed that Purchaser shall use and occupy the premises for farming operations and shall operate the farm in a farmerlike manner in accordance with the usual manner of operating farms in the area where the farm is located and shall maintain property in at least as good of condition as when possession thereof was received by the Purchaser.

PUBLIC LIABILITY INSURANCE: The Purchaser agrees to maintain public liability insurance for personal injury and property damage pertaining to the premises in the minimum amount of \$500,000.00. Purchaser shall provide proof of such coverage within thirty (30) days of request by the Sellers.

SURVIVAL OF COVENANTS: All covenants and conditions of this Agreement are intended to survive the delivery by Sellers and acceptance of the Deed by Purchaser.

SEVERANCE AND VALIDITY: In the event any of the provisions of this Agreement, or any portion thereof, shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder shall remain in full force and effect and shall be in no way invalidated thereby.

ATTORNEY'S FEE: In the event of any suit or proceeding, by either party herein against the other party, in any way arising out of this Agreement or in attempting to enforce any right herein granted the losing party in any such suit or proceeding, with or without suit, shall pay the prevailing party the attorneys fees so incurred.

GOVERNING LAW: The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho applicable to contracts made and performed in that State.

PREPARATION OF CONTRACT: Purchaser acknowledges that this contract was prepared by the attorney for Sellers and that the attorney for Sellers did not and does not represent Purchaser in connection with this transaction or the preparation of this Agreement. Purchaser is encouraged to seek independent legal counsel of his choosing to review the same prior to closing.

MAILING OF NOTICE: The notice of default required to be given by Sellers to Purchaser in the event of Purchaser's failure or neglect to perform the terms, covenants or conditions of this Agreement as hereinabove provided, shall be prepared in duplicate, a copy thereof to be retained by Sellers and a duplicate original shall be mailed to the Purchaser and notice shall be deemed to have been given Purchaser as of the date a copy of said notice is mailed to the Purchaser by certified mail duly placed in the United States mailed with sufficient postage thereof.

DEFAULT ATTORNEYS FEES: In the event that Sellers elects to hire an attorney to prepare the Notice of Default, Purchaser shall pay, in addition to any sums required to be paid to cure said default or in addition to any other performance required of Purchaser to cure said default, the cost of preparation of said default notice, and the cost to deliver said Notice of Default to the Purchaser, and the said default shall not be cured unless and until said costs are paid. The Notice of Default shall specify the amount of said costs.

COMPLETE AGREEMENT: The parties hereto agree that the terms, conditions, and covenants of this Agreement shall supercede all prior negotiations and agreements that there are not other agreements not contained in this Agreement and that this Agreement shall be and is the final expression of agreement between the parties and shall be controlling between the parties. No modification of this Agreement shall be valid unless it is first reduced to writing and executed by all parties hereto.

HEIRS AND ASSIGNS: The terms and conditions of this Agreement shall extend to and bind the heirs, successors, administrators, executors, and assigns of the respective parties hereto.

EXECUTION: It is agreed that this Agreement is executed in duplicate, each to have the full force and effect of an original hereof.

CONSTRUCTION: The words, "Sellers" and "Purchaser" and the language of this instrument, where the singular is used, shall be construed as plural and be binding equally upon all such Sellers and Purchaser and in the case one or more are females, the masculine shall include the feminine.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

SELLERS

BEN F. KOPP
BEN F. KOPP
BEATRICE A. KOPP
BEATRICE A. KOPP

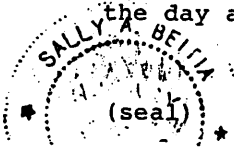
PURCHASER

SHERMAN L. KOPP
SHERMAN L. KOPP
PHYLLIS K. KOPP
PHYLLIS K. KOPP

STATE OF IDAHO)
County of Power) ss.

On this 9th day of August, 1994, before me, a Notary Public in and for said State, personally appeared BEN F. KOPP and BEATRICE A. KOPP, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same.

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

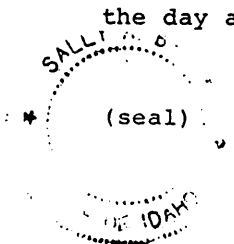


Sally A. Beitia
Notary Public for Idaho
Residing at: Am. Falls, ID

STATE OF IDAHO)
County of Power) ss.

On this 17th day of August, 1994, before me, a Notary Public in and for said State, personally appeared SHERMAN L. KOPP and PHYLLIS K. KOPP, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same.

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



Sally A. Beitia
Notary Public for Idaho
Residing at Am. Falls, ID

162543

Instrument #	8
Doc. #	12:55 PM
Doc. of	Power + Regia
NOV 21 1994	
SHERMAN L. KOPP	
DEPUTY	

REAL ESTATE AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of August, 1994, by and between BEN F. KOPP and BEATRICE A. KOPP, husband and wife, of American Falls, Power County, Idaho, hereinafter referred to as "Sellers"; and SHERMAN L. KOPP, and PHYLLIS K. KOPP, husband and wife, of American Falls, Power County, Idaho, hereinafter referred to as "Purchasers";

WITNESSETH;

For and in consideration of the mutual covenants and agreements hereinafter contained, to be kept and performed by the parties hereto, Sellers hereby agree to sell to Purchasers and Purchasers covenant and agree to purchase from Sellers the following described real and personal property situate in the County of Power, State of Idaho, listed and described as the S1SW1 in Section 21, Township 7 South, Range 29 E.B.M.

That the real property described above and the purchase price hereinafter set out has been established by an "ingross" method rather than as a specific sale by the acre, and the Purchasers receive the real property encompassed within the foregoing description and existing boundaries in exchange for the purchase price hereinafter set out.

PURCHASE PRICE: It is agreed by and between the parties hereto that the purchase price of the real property described in this Agreement being sold by Sellers to the Purchasers and being purchased from the Sellers by the Purchasers amounts to the total sum of ONE HUNDRED TEN THOUSAND AND NO/100 DOLLARS (\$110,000.00), together with interest on the part of the purchase price remaining from time to time unpaid at the rate of six percent (6%) per annum from June 1, 1994:

a) Purchasers agree to pay \$30,000 down payment upon execution hereof, and that the unpaid principal balance hereof will be paid together with accrued interest in annual amortized payments over a ten (10) year term. That said annual amortized payments in the amount of \$10,869.60 shall commence on June 1, 1995 and continue on the 1st day of each and every June thereafter until the entire unpaid principal balance and all accrued interest has been paid in full.

(b) Any balance remaining as of June 1, 2009 shall be due and payable in full as a balloon payment.

All payments shall be first applied to accrued interest and the balance to reduction of principal as of the date of payment.

Growing crops	\$ _____
Real Property	\$ _____
TOTAL	\$ _____

TITLE: Sellers represent and warrant title in fee simple, free from all claims or encumbrances, subject only to standard exception, easements, and rights of way of record. Sellers shall execute and cause to be delivered at the time final payment is received hereunder a good and sufficient Warranty Deed conveying to Purchasers the real property hereinabove described.

GROWING CROPS: Sellers also transfer to Purchasers all of their right, title and interest in and to the growing grain crop on the premises at the value listed herein.

WATER RIGHTS: All rights of Sellers in surface and groundwater irrigation water rights to this property are included in this sale by Sellers to Purchasers.

INSURANCE: Sellers agree that this sale is subject to the condition that Purchasers shall obtain and maintain in force for the duration of this agreement, a broad form property loss insurance policy insuring the property herein sold to Purchasers against loss due to fire and related casualties. Purchasers agree that said policy shall include what is commonly referred to as "union mortgage clause" which will provide among other things, that any insurance or settlement check should be payable to Sellers and to the Purchasers as their interest may appear. This policy of insurance shall also specify that the insurance shall not be invalidated by the act or neglect of the Purchasers nor by any foreclosure or other proceedings, or by any change in title or ownership of the property.

In the event of loss, the proceeds of said policy shall be applied, at the option of Sellers, to the repair or replacement of the asset or paid to the parties as their interest shall appear.

DEFAULT: Time and the prompt performance of each and every obligation of Purchasers is agreed to be of the essence of this contract, and should Purchasers fail or neglect to make any payment of principal, interest, or taxes and assessments, when due, and before they become delinquent, or fail or neglect to carry out any of the other terms and conditions of this Agreement to be performed by them, then this contract shall be in default, and upon a default occurring, Sellers, or their authorized agent, may cause to be prepared a written notice, in duplicate, addressed to Purchasers, calling attention to the matters then in default or on account of

which a breach is claimed, and said notices shall be delivered to Purchasers 3975 W Wapi Rd, American Falls, Idaho, 83211. Purchasers shall have sixty (60) days from the date of mailing of said notice in which to make good matters in default of which a breach is claimed or to disprove the same.

FORBEARANCE: It is further expressly understood and agreed that acceptance by Sellers of any installment of the principal or interest, or of repayment of any taxes or premiums for insurance, after the same may have been past due or after Purchasers may have defaulted under this Agreement in any particular whatever, or any forbearance of any kind that may be granted or allowed by Sellers to Purchasers under this Agreement, shall not in any manner nor in anywise be deemed or construed as waiving or surrendering any of the conditions or covenants of this Agreement on any subsequent default that may be made by Purchasers.

OBLIGATIONS OF PURCHASER: It is also agreed that Purchasers shall use and occupy the premises for farming operations and shall operate the farm in a farmerlike manner in accordance with the usual manner of operating farms in the area where the farm is located and shall maintain property in at least as good of condition as when possession thereof was received by the Purchasers.

PUBLIC LIABILITY INSURANCE: The Purchasers agree to maintain public liability insurance for personal injury and property damage pertaining to the premises in the minimum amount of \$500,000.00. Purchasers shall provide proof of such coverage within thirty (30) days of request by the Sellers.

SURVIVAL OF COVENANTS: All covenants and conditions of this Agreement are intended to survive the delivery by Sellers and acceptance of the Deed by Purchasers.

SEVERANCE AND VALIDITY: In the event any of the provisions of this Agreement, or any portion thereof, shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions hereunder shall remain in full force and effect and shall be in no way invalidated thereby.

ATTORNEY'S FEE: In the event of any suit or proceeding, by either party herein against the other party, in any way arising out of this Agreement or in attempting to enforce any right herein granted the losing party in any such suit or proceeding, with or without suit, shall pay the prevailing party the attorneys fees so incurred.

GOVERNING LAW: The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho applicable to contracts made and performed in that State.

PREPARATION OF CONTRACT: Purchasers acknowledge that this contract was prepared by the attorney for Sellers and that the attorney for Sellers did not and does not represent Purchasers in connection with this transaction or the preparation of this Agreement. Purchasers are encouraged to seek independent legal counsel of their choosing to review the same prior to closing.

MAILING OF NOTICE: The notice of default required to be given by Sellers to Purchasers in the event of Purchasers' failure or neglect to perform the terms, covenants or conditions of this Agreement as hereinabove provided, shall be prepared in duplicate, a copy thereof to be retained by Sellers and a duplicate original shall be mailed to the Purchasers and notice shall be deemed to have been given Purchasers as of the date a copy of said notice is mailed to the Purchasers by certified mail duly placed in the United States mailed with sufficient postage thereof.

DEFAULT ATTORNEYS FEES: In the event that Sellers elects to hire an attorney to prepare the Notice of Default, Purchasers shall pay, in addition to any sums required to be paid to cure said default or in addition to any other performance required of Purchasers to cure said default, the cost of preparation of said default notice, and the cost to deliver said Notice of Default to the Purchasers, and the said default shall not be cured unless and until said costs are paid. The Notice of Default shall specify the amount of said costs.

COMPLETE AGREEMENT: The parties hereto agree that the terms, conditions, and covenants of this Agreement shall supercede all prior negotiations and agreements that there are not other agreements not contained in this Agreement and that this Agreement shall be and is the final expression of agreement between the parties and shall be controlling between the parties. No modification of this Agreement shall be valid unless it is first reduced to writing and executed by all parties hereto.

HEIRS AND ASSIGNS: The terms and conditions of this Agreement shall extend to and bind the heirs, successors, administrators, executors, and assigns of the respective parties hereto.

EXECUTION: It is agreed that this Agreement is executed in duplicate, each to have the full force and effect of an original hereof.

CONSTRUCTION: The words, "Sellers" and "Purchasers" and the language of this instrument, where the singular is used, shall be construed as plural and be binding equally upon all such Sellers and Purchasers and in the case one or more are females, the masculine shall include the feminine.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

SELLERS

BEN F. KOPP
BEN F. KOPP
BEATRICE A. KOPP
BEATRICE A. KOPP

PURCHASERS

SHERMAN L. KOPP
SHERMAN L. KOPP
PHYLLIS K. KOPP
PHYLLIS K. KOPP

STATE OF IDAHO)
County of Power) ss.

On this 18th day of Oct. ~~August~~, 1994, before me, a Notary Public in and for said State, personally appeared BEN F. KOPP and BEATRICE A. KOPP, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same.

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

(seal)

Paul A. Beitia
Notary Public for Idaho
Residing at: Am. Falls, ID

STATE OF IDAHO)
County of Power) ss.

On this 18th day of Oct. ~~August~~, 1994, before me, a Notary Public in and for said State, personally appeared SHERMAN L. KOPP, and PHYLLIS K. KOPP, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same.

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

(seal)

Paul A. Beitia
Notary Public for IDAHO
Residing at Am. Falls, ID

PAUL S. LAGGIS
ATTORNEY AT LAW

RECEIVED
FEB 18 1999
Department of Water Resources
Eastern Region

FACSIMILE TRANSMITTAL SHEET

TO: Jennifer	FROM: Sally Beitia
COMPANY: IDWR	DATE: FEBRUARY 18, 1999
FAX NUMBER: 525-7177	TOTAL NO. OF PAGES INCLUDING COVER: 5
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE: BEN KOPP/SHERM KOPP	YOUR REFERENCE NUMBER:

☒ URGENT ☒ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

20 HILLCREST AVE.
P. O. BOX 419
AMERICAN FALLS, ID 83211
(208) 226-2563 FAX (208) 226-2578

GIFT DEED

THIS INDENTURE is made this ____ day of July, 1998, by and between BEN KOPP and BEATRICE KOPP, husband and wife ("Grantor"), and SHERMAN L. KOPP and PHYLLIS KOPP, husband and wife ("Grantee"), whose address is 3975 W. Wapi Road, American Falls, ID 83211

W I T N E S S E T H:

Grantor, for and in consideration of the love and affection which Grantor has and bears unto Grantee, does hereby give, grant, and confirm unto Grantee a one-quarter interest in that certain real property located in Power County, Idaho, comprised of 80 acres and more particularly described as:

~~SW1/4~~, ~~NW1/4~~, Section 28, Township 7 South, Range 29 E.B.M., Power County, Idaho.

TOGETHER WITH any and all appurtenances thereto;

SUBJECT TO easements, restrictions, conditions, reservations and encumbrances of record.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto Grantee and his successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this Gift Deed the day and year first above written.

GRANTORS:

Ben F. Kopp
BEN KOPP

Beatrice Kopp
BEATRICE KOPP

STATE OF IDAHO)
) ss.
County of Power)

On this 20th day of July, 1998, before me the undersigned Notary Public in and for said State, personally appeared BEN KOPP and BEATRICE KOPP, known or identified 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 seal the day and year in this certificate first above written.

(SEAL)

Julia A. Britia
NOTARY PUBLIC FOR IDAHO
Residing at: American Falls
Commission expires: 9-11-98

GIFT DEED

THIS INDENTURE is made this _____ day of July, 1998, by and between BEN KOPP and BEATRICE KOPP, husband and wife ("Grantor"), and SHERMAN L. KOPP and PHYLLIS KOPP, husband and wife ("Grantee"), whose address is 3975 W. Wapi Road, American Falls, ID 83211

W I T N E S S E T H:

Grantor, for and in consideration of the love and affection which Grantor has and bears unto Grantee, does hereby give, grant, and confirm unto Grantee a one-quarter interest in that certain real property located in Power County, Idaho, comprised of 80 acres and more particularly described as:

SW~~1~~NE~~1~~, NW~~1~~SE~~1~~, Section 28, Township 7 South, Range 29 E.B.M., Power County, Idaho.

TOGETHER WITH any and all appurtenances thereto;

SUBJECT TO easements, restrictions, conditions, reservations and encumbrances of record.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto Grantee and his successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this Gift Deed the day and year first above written.

GRANTORS:

Ben Kopp
BEN KOPP

Beatrice Kopp
BEATRICE KOPP

STATE OF IDAHO)
) ss.
County of Power)

On this 20 day of July, 1998, before me the undersigned Notary Public in and for said State, personally appeared BEN KOPP and BEATRICE KOPP, known or identified 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 seal the day and year in this certificate first above written.

(SEAL)

Paul A. Britia
NOTARY PUBLIC FOR IDAHO
Residing at: American Falls
Commission expires: 9-11-98

GIFT DEED

THIS INDENTURE is made this ____ day of July, 1998, by and between BEN KOPP and BEATRICE KOPP, husband and wife ("Grantor"), and SHERMAN L. KOPP and PHYLLIS KOPP, husband and wife ("Grantee"), whose address is 3975 W. Wapi Road, American Falls, ID 83211

W I T N E S S E T H:

Grantor, for and in consideration of the love and affection which Grantor has and bears unto Grantee, does hereby give, grant, and confirm unto Grantee a one-quarter interest in that certain real property located in Power County, Idaho, comprised of 80 acres and more particularly described as:

~~SW1/4NE1/4~~, ~~NW1/4SE1/4~~, Section 28, Township 7 South, Range 29 E.B.M., Power County, Idaho.

TOGETHER WITH any and all appurtenances thereto;

SUBJECT TO easements, restrictions, conditions, reservations and encumbrances of record.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto Grantee and his successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this Gift Deed the day and year first above written.

GRANTORS:

Ben F. Kopp
BEN KOPP

Beatrice Kopp
BEATRICE KOPP

STATE OF IDAHO)
) ss.
County of Power)

On this 20th day of July, 1998, before me the undersigned Notary Public in and for said State, personally appeared BEN KOPP and BEATRICE KOPP, known or identified 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 seal the day and year in this certificate first above written.

(SEAL)

Paul A. Bitia
NOTARY PUBLIC FOR IDAHO
Residing at: American Falls
Commission expires: 9-11-98

GIFT DEED

THIS INDENTURE is made this ____ day of July, 1998, by and between BEN KOPP and BEATRICE KOPP, husband and wife ("Grantor"), and SHERMAN L. KOPP and PHYLLIS KOPP, husband and wife ("Grantee"), whose address is 3975 W. Wapi Road, American Falls, ID 83211

W I T N E S S E T H:

Grantor, for and in consideration of the love and affection which Grantor has and bears unto Grantee, does hereby give, grant, and confirm unto Grantee a one-quarter interest in that certain real property located in Power County, Idaho, comprised of 80 acres and more particularly described as:

SW~~1~~~~4~~NE~~4~~, NW~~1~~~~4~~SE~~4~~, Section 28, Township 7 South, Range 29 E.B.M., Power County, Idaho.

TOGETHER WITH any and all appurtenances thereto;

SUBJECT TO easements, restrictions, conditions, reservations and encumbrances of record.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto Grantee and his successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this Gift Deed the day and year first above written.

GRANTORS:

Ben F. Kopp
BEN KOPP

Beatrice Kopp
BEATRICE KOPP

STATE OF IDAHO)
County of Power) ss.

On this 20 day of July, 1998, before me the undersigned Notary Public in and for said State, personally appeared BEN KOPP and BEATRICE KOPP, known or identified 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 seal the day and year in this certificate first above written.

(SEAL)

Debra A. Dittia
NOTARY PUBLIC FOR IDAHO
Residing at: American Falls
Commission expires: 9-11-98

DATE: 02/18/99
PAGE: 1

Stage: PERMIT

POWER County

SE

046 - Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.

01G - Prior to the diversion of water under this right a flow measurement port or other device as specified by the Department shall be installed to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.

Dates:	Exam Made Date:	Verified Date:	Objection Filed Date:
--------	-----------------	----------------	-----------------------

Presumption Flag:

Misc: **Water District Number:**



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

February 18, 1999

SHERMAN & PHYLLIS KOPP
3975 WAPI RD
AMERICAN FALLS ID 83211

RE: NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP
NOTICE OF CLAIM TO A WATER RIGHT A35-08574

Dear Mr. & Mrs. Kopp:

The request for Change of Water Right Ownership concerning the above-referenced Notice of Claim has been processed and the Department's records updated to reflect you as the new claimant.

The enclosed report shows this change along with the elements of the water right being claimed. Please review this report and contact this office if there are corrections or questions.

Please keep this report for your records.

Respectfully yours,

Jennifer Hoagland
Technical Records Specialist

Enclosure

AJ0743NP
(OD-124)

VERIFIED BY
IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT
(REGIONAL)

01/26/94 16:27:19
Page 1

Water Right Number - R35-08574

Prefix Translation: RESEARCH

Old (D) Number -

*** C - CURRENT OWNER ***
KOPP

BEATRICE

1 - 2804 S VOLLMER LOOP

2 -

3 -

City- AMERICAN FALLS
Phone - 208-226-2753

State- ID Zip- 83211

1 - 2804 S VOLLMER LOOP

2 -

3 -

City- AMERICAN FALLS
Phone - 208-226-2753

State- ID Zip- 83211

KOPP

BEN F

Priority Date - +
05/03/1985

Region - +
15 EASTERN

Stage - +
L - LICENSE

Status - +

Source - +
GROUNDWATER

Tributary - +

Twn	Rng	Sec	Tract	Lot	RFlg	County	Point of Diversion
07S	29E	21	SW SE			(77) POWER	
		28	SW NE			(77) POWER	

Code	Description	Period From	Water Use	Period To	Diversion Rate	Diversion Volume
01 - IRRIGATION		04/01		10/31	0.400	80.00
+ - Total Div. Rate - +		+ - Total Div. Volume - +				
0.400		80.00				
		+ - Total Consumptive Use - +		+ - KW Usage - +		
		60.0				

Twn	Rng	Sec	Tract	Lot	Acres	Code	Description	County
07S	29E	21	SW SW		20.0	01	IRRIGATION	(77) POWER

Total Acres: 20.0

+ - - Diversion Means - PUMP & MOTOR.

+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

Remarks -
RIGHT NOS. 35-02612 AND 35-02845 ARE ALSO DIVERTED THROUGH
POINT OF DIVERSION DESCRIBED ABOVE.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No. 35-8574
Phone No. 226-2753
Owner: Ben F Kopp
Current Address: Rt #1 American Falls, Id 83211
Accompanied by: Sherm Kopp EXAM. DATE: 6-20-91
Address: 3975 Wapi Rd American Falls Phone No. 226-7279
Relationship to Permit Holder: Son
Source: groundwater tributary to _____

B. OVERLAP REVIEW

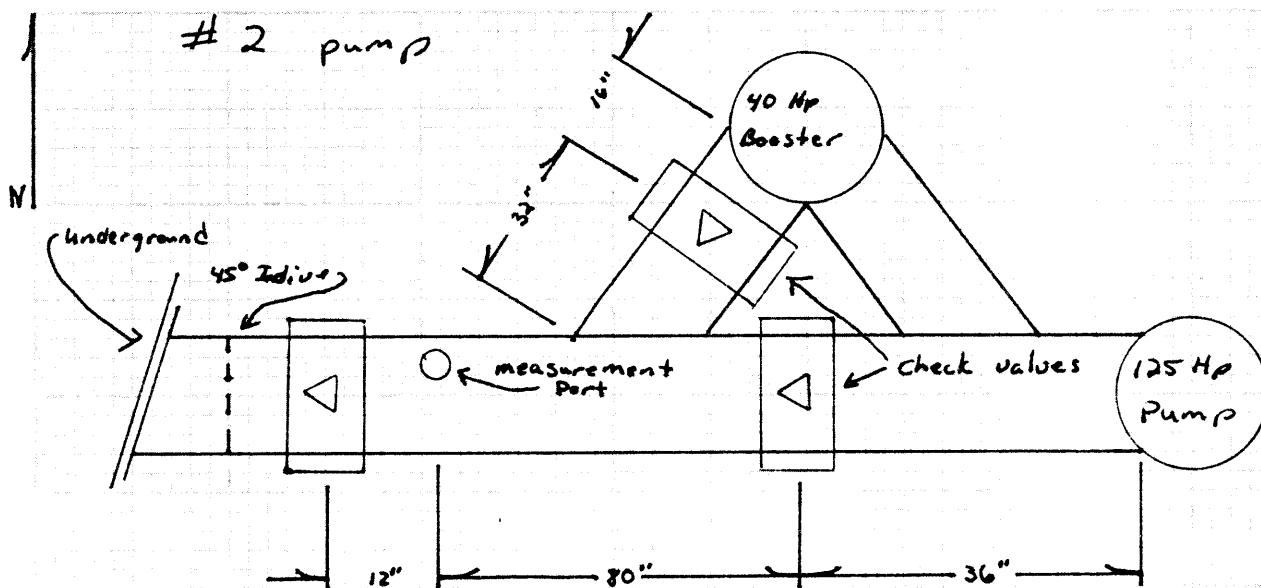
1. Other water rights with same place of use: ~~35-2612, 35-2845~~, None

☐ Copies Attached
2. Other water rights with same point of diversion: 35-2612, 35-2845

☒ Copies Attached ☒ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

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



Scale: 1" = _____.

2. ☒ Copy of U.S.G.S. Quadrangle Attached
Showing location(s) of point(s) of diversion and
place(s) of use (required). ☒ Aerial Photo Attached
(required for irrigation of 10 acres or more).
☒ Photo of Diversion and System Attached
(required for all but single household domestic groundwater, and stockwater).

System Description (continued)

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

250 Hp pump to 12" underground mainline tied to 125 Hp pump to 40 Hp Booster pump to 1- $\frac{1}{2}$ mile linear sprinkler system that operates at 2200 gpm to 5- $\frac{1}{4}$ mile wheel lines with 31 birds with $\frac{5}{32}$ " nozzles operating at 68 psi putting out 5.87 gpm to 2- $\frac{1}{4}$ wheel lines with 31- $\frac{5}{32}$ " birds operating at 68 psi putting out 5.87 gpm.

* according to Sherm Kopp Pumping depth was measured by pump company at 170'

☐ See Remarks on page 4 for continuation

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
#1	G.E.	250	PVJ324001	Wintroath	#10038
#2	US Electric	125	1405975	Lagret Bowler	10" discharge
#2 Booster	G.E.	40	SK 324JL2017	Cornell	32856 11 $\frac{1}{4}$

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

5. **Point(s) of Diversion:**

Ident. No.	Gov't. Lot	$\frac{1}{4}$	$\frac{1}{4}$	$\frac{1}{4}$	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
#2		SW	SW	SE	21	7S	29E	Power	Quad + on site Inspection
#1		SW	SW	NE	28	7S	29E	Power	Quad map + on site Inspection

ADD →
=
=
=

6. **Place(s) of Use:**

Indicate Method of Determination

Twp.	Rge.	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 $\frac{1}{4}$	
7S	29E	21											20						20

Do not use this space

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Flow Meter Station	Anubar	Dieterich	7517-316-SS		16.02	—
Halls Meter	Pitot	COX	—	120387	10"	—
Flow meter indicator	Manometer	IDWR	—	—	60"	—
Pressure Gauge	—	ascroft Rainbird			0-160	—

2. Measurements:

operating pressure 68 psi

E. FLOW CALCULATIONS

☒ Additional Computation Sheets Attached

1. Measured Method:

$$\frac{250 \text{ HP} (8.814)(.70)}{170' + (68 \text{ psi} \times 2.31)} = \boxed{214.7 \text{ gpm}} \quad \frac{165 \text{ HP} (8.814)(.70)}{170' + (68 \text{ psi} \times 2.31)} = \boxed{1395.7 \text{ gpm}}$$

2. Alternate Method for Checking Purposes:

$$5 \times 31 \times 5.879 \text{ gpm} = 909.9 \text{ gpm} + (2 \times 31 \times 5.879 \text{ gpm}) + 2200 \text{ gpm} = \boxed{3473.8 \text{ gpm}}$$

F. PUMP EFFICIENCY DATA (Optional)

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

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

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

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

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

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

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

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 20 \text{ acres} \times 4.0 \text{ AFA/AC} = 80.0 \text{ AFA}$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 0.40 \times 214 \text{ days} \times 1.9835 = 167.79 \text{ AFA}$$

$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 80.0 \text{ AFA}$$

2. Volume Calculations for Other Uses:

H. REMARKS AND OVERLAP REVIEW ANALYSIS

OVERLAP WITH POINTS OF DIVERSION FOR 25-02612 & 25-02845. DO
OVERLAP WITH PLACES OF USE.

RECOMMEND AMENDMENT TO REFLECT ADDITIONAL P/D in SW SW 1/4
28-73-29E

I. RECOMMENDATIONS

1. Recommended Amounts

Beneficial Use	Period of Use		Rate of Diversion Q (cfs)	Annual Volume V (afa)
	From	To		
IRRIGATION	4/1	10/31	0.40	80.0
Totals:			0.40	80.0

2. Recommended Amendments

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

J. AUTHENTICATION

Field Examiner's Name Gary Buss

Signature Gary Buss

Certification Date _____

Field Report Preparation Date _____

CONSULTANT SEAL

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

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
LICENSING REPORT

35-08574
Permit No.

Measurement Calculations

a) Field Measurement Calculations (Include theoretical capacities and system capacity)

$$Q_{35-02845} = 2.48 \text{ cfs}$$

$$Q_{\text{MEAS P/D \#2}} = 3.16 \text{ cfs}$$

$$Q_{35-02612} = 4.70 \text{ cfs}$$

$$Q_{\text{MEAS P/D \#1}} = 4.71 \text{ cfs}$$

$$Q_{\text{T LICENSED}} = 7.18 \text{ cfs}$$

$$Q_{\text{T MEAS}} = 7.87 \text{ cfs}$$

$$Q_{\text{T MEASURED}} (7.87 \text{ cfs}) - Q_{\text{T LICENSED}} (7.18 \text{ cfs}) = Q_{\text{AVAILABLE}} (0.69 \text{ cfs})$$

$$Q_{\text{AVAILABLE}} (0.69 \text{ cfs}) > Q_{35-08574} (0.40 \text{ cfs}) \therefore \text{RECOMMEND } \underline{\underline{0.40 \text{ cfs}}}$$

State of Idaho
DEPARTMENT OF WATER RESOURCES
Cox/Hall Meter Flow Calculations

DATE: 6-20-91

PERMIT # 35-8574

MANOMETER READING INCHES OF WATER TO COX/HALLS METER - Vh

COX/HALL METER # 120387

SYSTEM NAME/NUMBER Pump #1

	.0	.1	.2	.3	.4	.5	.6	.7	.8	.9
0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
6	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
8	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
9	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
10	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
11	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
12	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
13	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
14	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
15	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
16	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
17	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
18	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
19	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
20	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
21	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
22	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
23	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
24	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
25	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
26	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
27	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
28	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
29	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
30	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
31	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
32	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
33	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
34	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
35	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
36	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
37	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
38	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
39	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
40	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
41	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
42	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
43	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
44	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
45	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
46	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
47	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
48	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
49	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
50	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
51	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
52	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
53	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
54	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
55	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
56	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
57	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
58	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
59	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
60	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
61	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
62	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
63	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
64	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
65	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
66	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
67	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
68	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
69	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
70	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
71	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
72	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
73	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
74	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
75	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
76	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
77	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
78	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
79	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
80	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
81	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
82	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
83	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

MEASURED INSIDE PIPE DIAMETER IN INCHES (ID)

Circumference in Inches = 31.4 CIR

Thickness in Inches = .105 T

ID = (0.3183 X CIR) - (2 T) = 9.79 ID

DIFFERENTIAL PRESSURE READING IN INCHES OF H2O

() - () = H

() - () = H

() - () = H

(35.6) - (3.3) = 32.3 H

High reading - Low Reading

DETERMINE Vh FROM CHART USING (H): 28.1 Vh
(Example H = 12.3, Vh = 16.9)

CALCULATION OF FLOW IN CFS:

Q cfs = [(π /4) X (id)² X Vh] / 448.8

(id) (Vh)

Q cfs = [0.78539 (9.79)² (28.1)] / 448.8

Q cfs = 4.71 cfs

170' pumping Depth

68 psi

Q cfs = 2115.2

lenier system 2200 gpm

5 x 31 x $\frac{5}{32}$ = 909.9 gpm

2 x 31 x $\frac{5}{32}$ = 363.9 gpm

3473.8 gpm

Day

MEASURED BY

State of Idaho
DEPARTMENT OF WATER RESOURCES
SUPPLEMENTAL FIELD REPORT FOR ANNUBAR MEASUREMENT

Measured by: Hay Date 6-20-91
Owner: Ben F Kopp Permit No. 35-8574
Pump #2

Description of well &/or measuring site

- Include any clarifications of the sketch
- Include legal description if more than one p.d. is described in the Field Report

MEASURED INSIDE PIPE DIAMETER IN INCHES (ID)

CIR = Pipe Circumference in Inches = 31.4
T = Pipe Thickness in Inches = .105
ID = $2 [(0.1592 \times \text{CIR}) - T] = \dots\dots\dots$ 9.79

ANNUBAR DESCRIPTION & CONSTANT (C)

Size Used in Test 10.02
State ID No. 91417

68 psi
170'

Select C based on size from Table below.

Nominal Pipe Size	C
4"	4.23
6"	3.75
8"	3.87
10"	<u>3.94</u>
12"	3.99
14"- 16"	4.01
18"- 24"	4.02
30" or larger	4.03

C selected $\dots\dots\dots$ 3.94

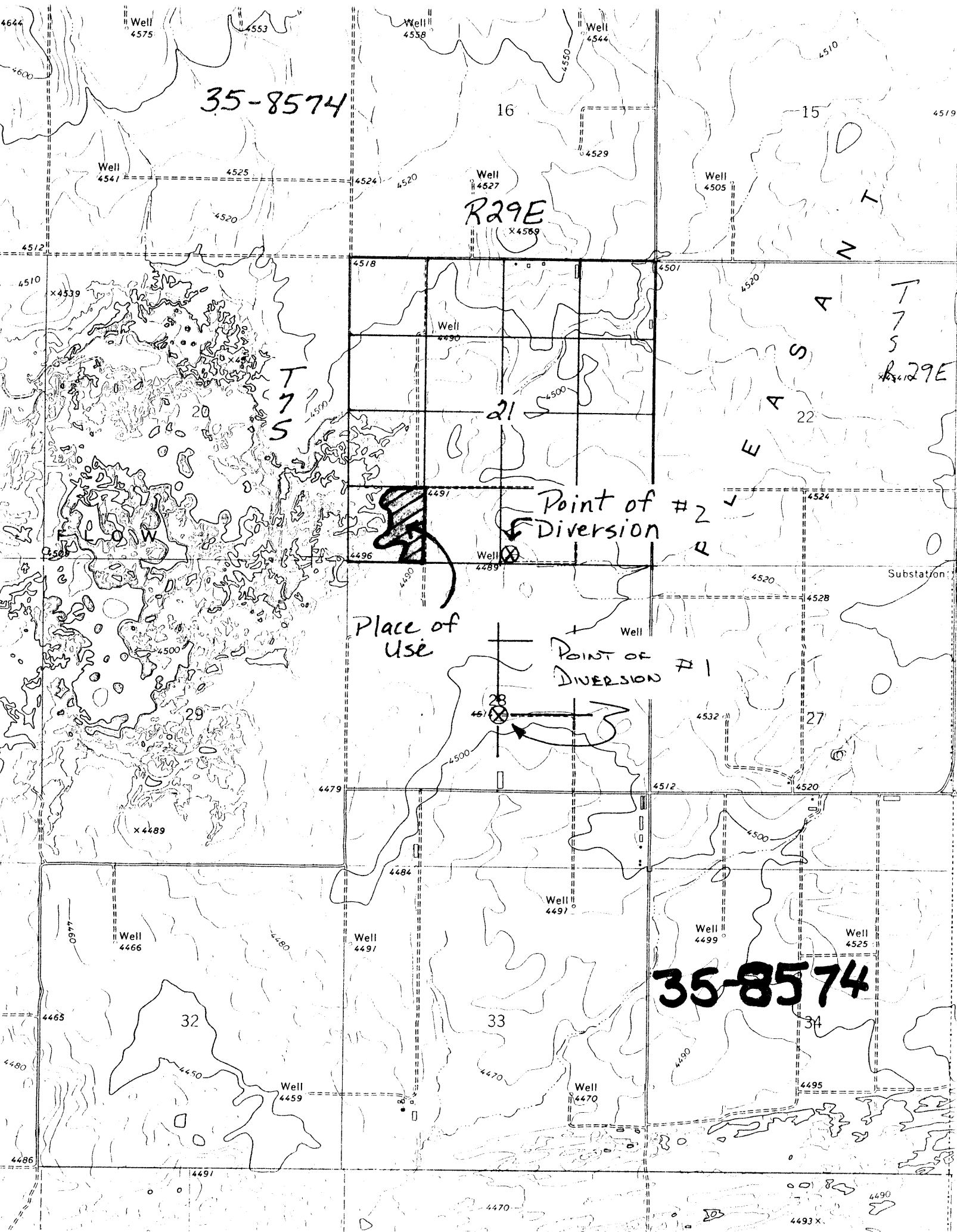
DIFFERENTIAL PRESSURE READING IN INCHES OF H₂O (H)

High Reading = 26.9
Low Reading = 12.8
High - Low = H = $\dots\dots\dots$ 14.1

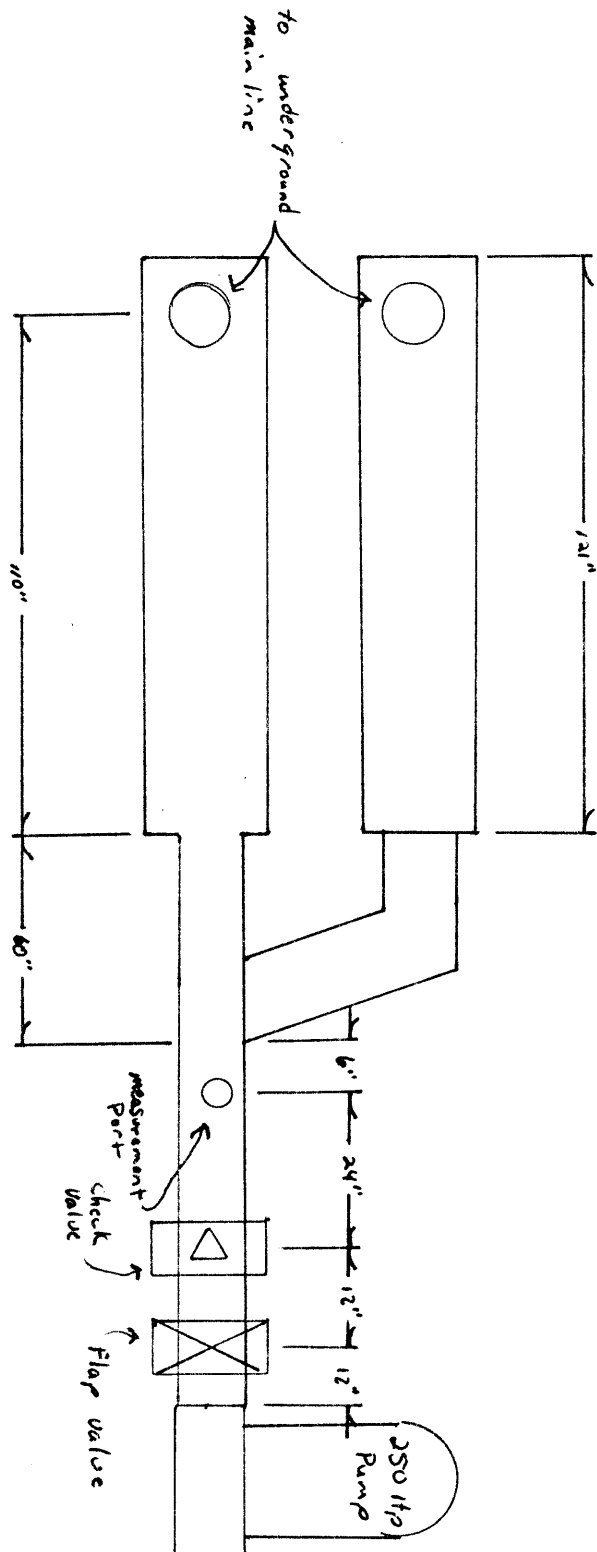
CALCULATION OF DISCHARGE IN CFS (Q)

$$Q = \frac{(ID)^2 \cdot (\sqrt{H}) \cdot (C)}{448.8}$$
$$Q = \frac{(9.79)^2 \cdot (\sqrt{14.1}) \cdot (3.94)}{448.8} = \frac{3.16}{1417.9} \text{ CFS}$$

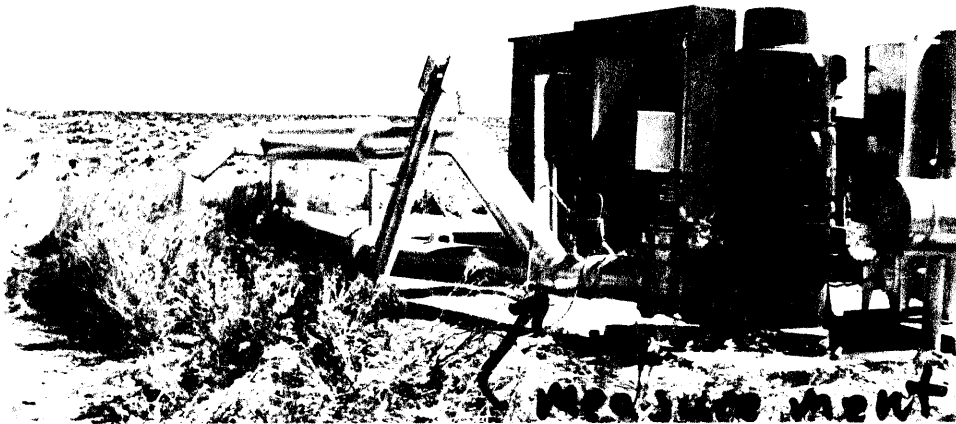
SKETCH (If not shown on Field Report)



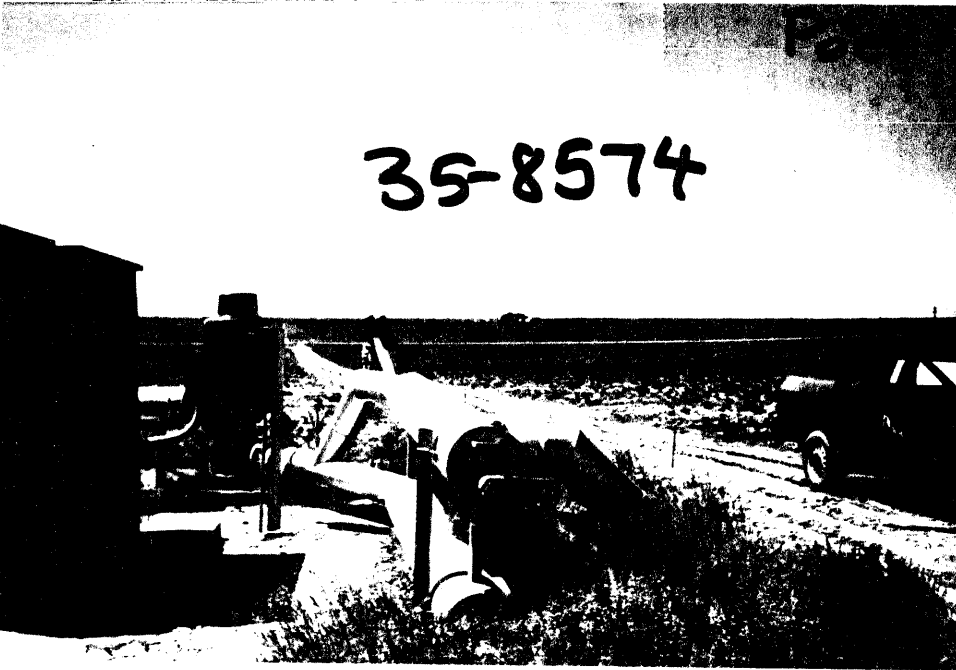
1 Pump



35-8574

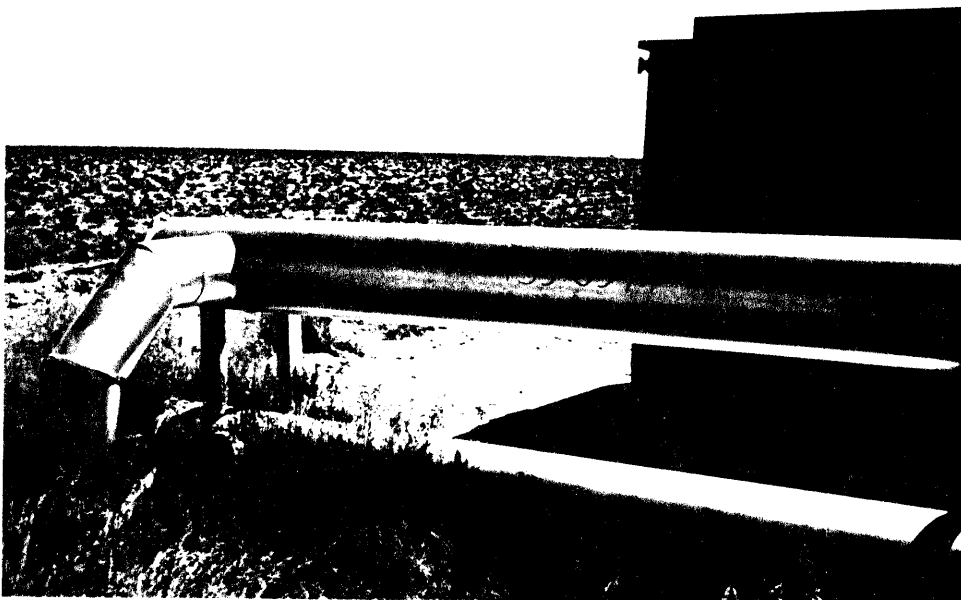


35-8574

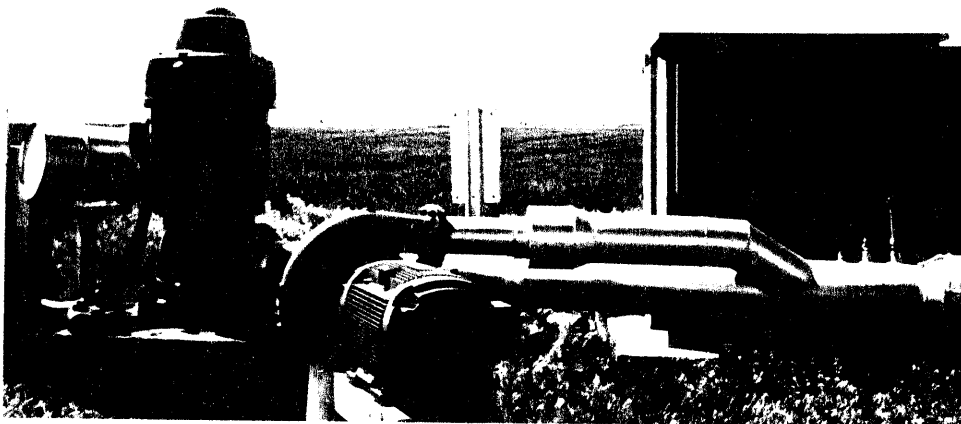


35-8574

Point of Diversion
#1



35-
8574



35-8574

35-8574



Point of Diversion
#2



Measurement Port

35-
8574

72
OS.

2-79.7
H.2

33 34
28 27

35-8574

29 28
38.2

erry: Bethke
#1364

Map 1m

Point of Division #1

3-1565
HEL

1-HEL
42.2

28 27
21 22

29 28
21 22

Point of Division #2

20

35-8574

Coatl
Weisenburger
Sons
5-HEL
63.8

-60

QUALITY REVIEW CHECKLIST FOR REPORT READY SRBA CLAIMS

	N/A	YES	NO	*
Does the <u>name</u> and <u>address</u> of the "owners" that will receive mail meet data entry standards? (Check the recommended right for compliance.)		☒	☐	☐
Does the CVR contain information as to how the <u>priority date</u> was determined?		☒	☐	☐
If the claim is based on beneficial use, is there an analysis of the <u>evidence of priority</u> submitted?	☒	☐	☐	☐
Is the <u>stage code</u> correct?		☒	☐	☐
Did the reviewer (<u>initial</u>) the recommendation of the <u>priority date</u> ?		☒	☐	☐
Does the CVR contain information as to how the <u>point of diversion</u> was determined?		☒	☐	☐
Did the reviewer (<u>initial</u>) the recommendation of the <u>point of diversion</u> , the <u>source</u> and the <u>tributary</u> ?		☒	☐	☐
Does the CVR contain a <u>description of the system</u> that includes information as to how the source and/or tributary were determined?		☐	☒	☐
Does the CVR contain information as to how the <u>place of use</u> and <u>number of acres</u> (for irrigation rights) were determined?		☒	☐	☐
Did the reviewer (<u>initial</u>) the recommendation of the <u>place of use</u> ?		☒	☐	☐
If this right <u>overlaps</u> with other rights, was the <u>overlap review</u> completed?		☐	☒	☐
Does the CVR contain information as to how the <u>nature of use</u> was determined?		☐	☒	☐
Does the CVR contain information as to how the <u>season of use</u> was determined?		☒	☐	☐
Does the CVR contain information as to how the <u>diversion rate</u> was determined?		☒	☐	☐
Does the CVR contain information as to how the <u>diversion volume</u> was determined?		☒	☐	☐
Does the CVR contain information as to how the <u>consumptive use</u> volume was determined?		☒	☐	☐
Did the reviewer (<u>initial</u>) the recommendation of the nature of use, the season of use, the diversion rate, the diversion volume and the consumptive use volume?		☒	☐	☐
If the claim is based on a right that has <u>conditions/remarks</u> , have these conditions/remarks been considered in the recommendation?	☒	☐	☐	☐
Are all appropriate <u>conditions/remarks</u> included in the recommendation?		☒	☐	☐
If remarks are included, are the remarks consistent with the " <u>standard remarks</u> " described in Adjudication Memo 32?		☒	☐	☐
Was a <u>split water right/diversion rate</u> review completed?	☒	☐	☐	☐
If this claim is <u>not being recommended</u> , is the <u>status code</u> correct?	☒	☐	☐	☐
Does the reviewer's (<u>signature</u>) appear on the CVR?		☒	☐	☐
Has the " <u>quicklook</u> " page been completed?		☒	☐	☐
If <u>additional documents</u> were used in the investigation of this right, are <u>copies of those documents</u> included in the file, or is there a reference to the identity and location of the documents?		☒	☐	☐
Does the file contain a <u>copy of the recommended right</u> ?		☒	☐	☐

* See attachment for additional information or explanation.

Quality control review by EN date 4-4-94 Data entry changes by _____ date _____
 clf 03/18/94

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 35-08574

Priority: May 3, 1985

Maximum Diversion Rate: 0.40 CFS
Maximum Diversion Volume: 80.0 AF

This is to certify, that BEN F KOPP
2804 VOLLMER LOOP

AMERICAN FALLS ID 83211 has complied with the terms and conditions
of the permit, issued pursuant to Application for Permit dated May 3, 1985; and
has submitted Proof of Beneficial Use on April 5, 1990. An examination indicates
that the works have a diversion capacity of 7.870 cfs of water from a GROUNDWATER
source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/01 to 10/31	0.40 CFS	80.0 AF

LOCATION OF POINT(S) OF DIVERSION: #1107 SWSE, Sec. 21, Township 07S, Range 29E
#115 SWNE, Sec. 28, Township 07S, Range 29E
POWER County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
07S	29E	21	SWSW	20		20

Total number of acres irrigated: 20

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right limited to the amount that can actually be beneficially use used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
 2. This water right is appurtenant to the described place of use.
 3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
 4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
 5. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for the lands above.
 6. The following rights are also diverted through the points of diversion described above: 35-02612 and 35-02845.
- 4.60.
2.49
#1566.

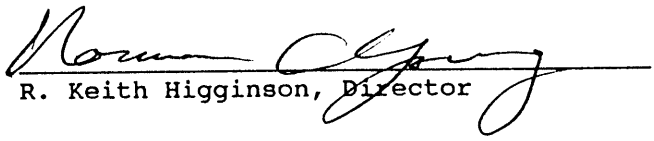
State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 35-08574

This license is issued pursuant to the provisions of Section 42-219, Idaho Code.
Witness the seal and signature of the Director, affixed at Boise, this 22ND
day of January, 1994.

Acting for


R. Keith Higginson, Director

APPROVED

State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 35-08574

RECEIVED

NOV 30 1993

Department of Water Resources

Date of Priority: May 3, 1985

Maximum Diversion Rate: 0.40 CFS

Maximum Diversion Volume: 80.0 AF

Comes now BEN F KOPP
2804 VOLLMER LOOP
AMERICAN FALLS ID 83211

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. 35-08574, and requests that the permit be changed as follows:

Source: GROUNDWATER

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/01 to 10/31	0.40 CFS	80.0 AF

LOCATION OF POINT(S) OF DIVERSION:
SWSE , Sec. 21, Township 07S, Range 29E
SWNE , Sec. 28, Township 07S, Range 29E
POWER County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
07S	29E	21	SWSW	20		20

Total number of acres irrigated: 20

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

Signed at American Falls, this 29th day of November, 1993.

Ben F. Kopp
(Signature)

State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 35-08574

FOR DEPARTMENT USE ONLY

Preliminary check by BC Fee = 20.00 Receipted by ju # C029111 Date 11-30-93 ✓

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, R. Keith Higginson, of the Department of Water Resources hereby approve the above Application for Amendment for Permit No. 35-08574 with the following;

CONDITIONS/REMARKS:

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right limited to the amount that can actually be beneficially use used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. This right when combined with all other rights shall provide no more than .02 cfs per acre nor more than 4.0 afa per acre for the lands above.
6. The following rights are also diverted through the points of diversion described above: 35-02612 and 35-02845.

Witness my hand this 22ND day of JANUARY, 1994.


Acting for R. Keith Higginson, Director