

November 20, 1998

**NOTICE OF ERROR
REPLY**

RECEIVED
DEC 17 1998
Department of Water Resources
Eastern Region

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: December 18, 1998

Water right number: 35-07126

GARY GEHRING
RT 1 BOX 145
AMERICAN FALLS ID 83211

Daytime Telephone Number:

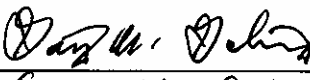
Evening Telephone Number:

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

X I AGREE with this proposed recommendation; no changes need to be made.

DATE: 12/15/98 SIGNATURE: 
Please print your name: Gary W. Gehring

IDWR Eastern Regional Office, 900 N. Skyline Drive, Suite A, Idaho Falls, ID 83402-1718, (208) 525-7161

25

November 20, 1998

**NOTICE OF ERROR
REPLY**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: December 18, 1998

Water right number: 35-07126

FIRST SECURITY BANK NA
ATTN CLDC
PO BOX 8230
BOISE ID 83707-2203

Daytime Telephone Number:

Evening Telephone Number:

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation; no changes need to be made.

DATE: 12/7/98

SIGNATURE: Kenneth W. Holman

Please print your name: Kenneth W. Holman

VP First Security Bank

CF

RIGHT NUMBER: 35-07126

NAME AND ADDRESS: GARY GEHRING
3648 GEHRING RD
AMERICAN FALLS ID 83211

FIRST SECURITY BANK NA
ATTN CLDC
PO BOX 8230
BOISE ID 83707-2203

SOURCE: GROUNDWATER

QUANTITY: 2.22 CFS

USE OF THIS RIGHT WITH RIGHT NO. 35-08188B IS LIMITED TO A
TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 624 AF.

PRIORITY-DATE: 02/17/1970

POINT OF DIVERSION T07S R29E S10 NENWNW Within POWER County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
IRRIGATION		03-15 11-15	2.22 CFS

PLACE OF USE: IRRIGATION Within POWER County

T07S R29E S10	NENW 39	NWNW 38	SWNW 39	SENW 40
156 ACRES TOTAL				

USE OF THIS RIGHT WITH RIGHT NO. 35-08188B IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 156 ACRES IN A SINGLE
IRRIGATION SEASON.

OTHER MATTERS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER
IN BASIN 35 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER
RIGHTS IN BASIN 35:

WATER RIGHT NO.	SOURCE
NONE	NONE

THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER
IN BASIN 35 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER
RIGHTS IN THE SNAKE RIVER BASIN:

WATER RIGHT NO.	SOURCE
NONE	NONE

ALL WATER RIGHTS WITHIN BASIN 35 ARE FROM CONNECTED SOURCES
OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED
CONJUNCTIVELY.

EXPLANATORY MATERIAL: BASIS OF CLAIM - LICENSE

RIGHT NO. 35-08188B IS ALSO DIVERTED THROUGH THE POINT OF
DIVERSION DESCRIBED ABOVE.

RECEIVED

DEC 17 1998

Department of Water Resources
Boise Region

CHANGE IN ADDRESS

This form is solely for purposes of notifying IDWR of a change in address of an adjudication claim.

[] Water Right Number(s):

35-07126, 35-07848

A&R ✓

A&R ✓

[] Old Mailing Address:

[] New Mailing Address:

G.W. Gehring

3648 Gehring Rd.

Am. Falls, Idaho 83211

[] Telephone Number:

208-226-2142

[] Signature of Claimant:

Dan Gehring

[] Date:

12/17/98

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date:

By:

Further Action Needed:

Further Action Taken

Date:

By:

Final Review and Data-Entry

Date:

By:

AJ5853NP
1681

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: November 20, 1998
PAGE: 1

RIGHT NUMBER: 35-07126

NAME AND ADDRESS: FIRST SECURITY BANK NA
ATTN CLDC
PO BOX 8230
BOISE ID 83707-2203

GARY GEHRING
RT 1 BOX 145
AMERICAN FALLS ID 83211

SOURCE: GROUNDWATER

QUANTITY: 2.22 CFS

USE OF THIS RIGHT WITH RIGHT NO. 35-08188B IS LIMITED TO A
TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 624 AF.

PRIORITY-DATE: 02/17/1970

POINT OF DIVERSION T07S R29E S10 NENWNW Within POWER County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	IRRIGATION	03-15 11-15	2.22 CFS

PLACE OF USE:	IRRIGATION	Within POWER County
	T07S R29E S10	NENW 39 NWNW 38 SWNW 39 SENW 40
	156 ACRES TOTAL	

USE OF THIS RIGHT WITH RIGHT NO. 35-08188B IS LIMITED TO THE
IRRIGATION OF A COMBINED TOTAL OF 156 ACRES IN A SINGLE
IRRIGATION SEASON.

OTHER MATTERS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER
IN BASIN 35 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER
RIGHTS IN BASIN 35:

WATER RIGHT NO.	SOURCE
NONE	NONE

THE FOLLOWING WATER RIGHTS FROM THE FOLLOWING SOURCES OF WATER
IN BASIN 35 SHALL BE ADMINISTERED SEPARATELY FROM ALL OTHER WATER
RIGHTS IN THE SNAKE RIVER BASIN:

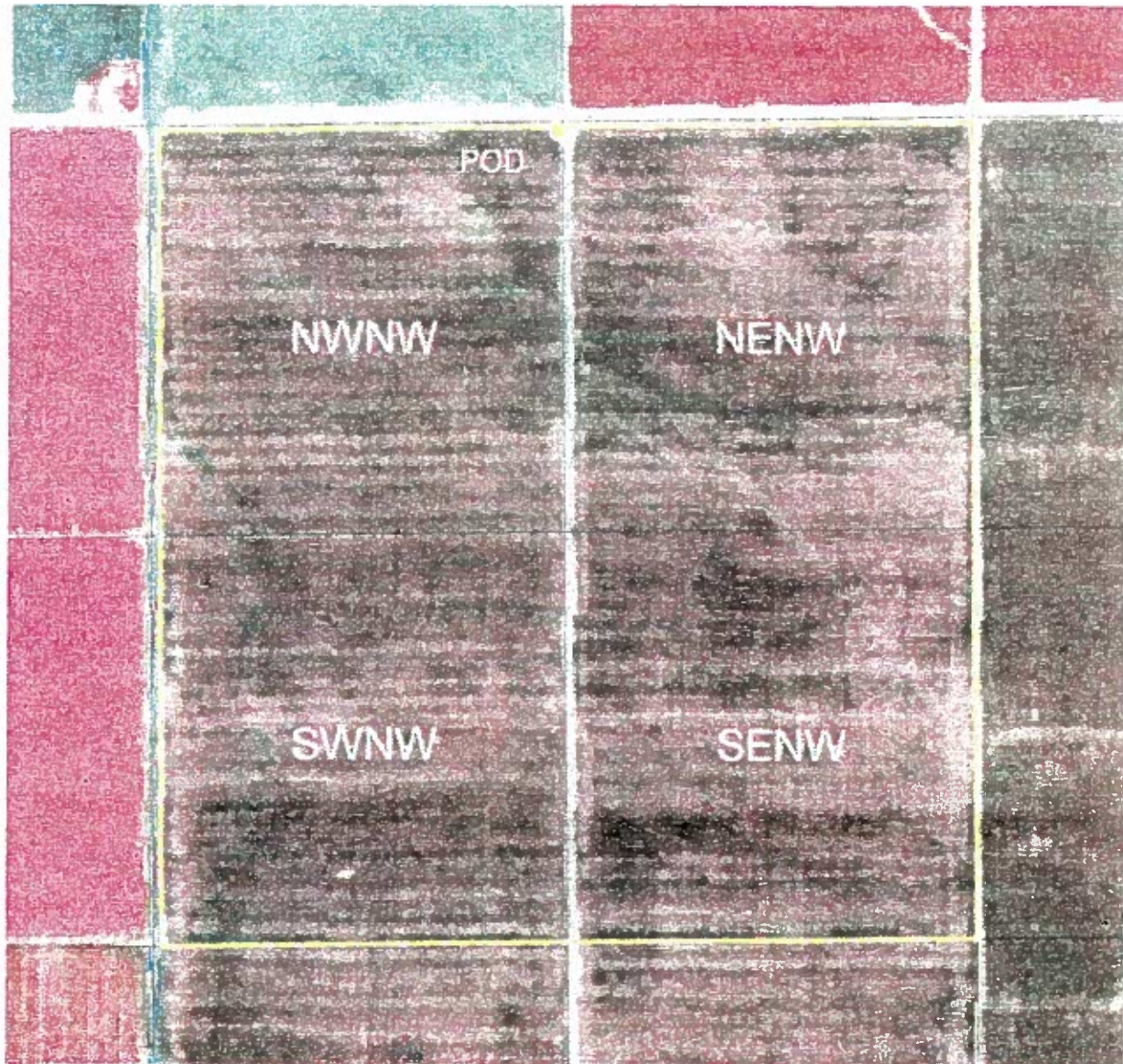
WATER RIGHT NO.	SOURCE
NONE	NONE

ALL WATER RIGHTS WITHIN BASIN 35 ARE FROM CONNECTED SOURCES
OF WATER IN THE SNAKE RIVER BASIN AND SHALL BE ADMINISTERED
CONJUNCTIVELY.

EXPLANATORY MATERIAL: BASIS OF CLAIM - LICENSE

RIGHT NO. 35-08188B IS ALSO DIVERTED THROUGH THE POINT OF
DIVERSION DESCRIBED ABOVE.

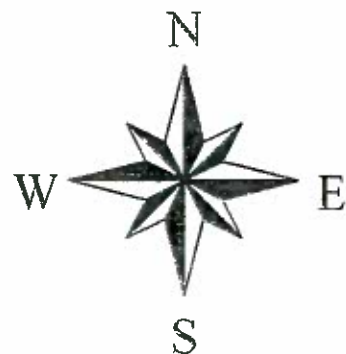
35-07126 and 35-08188B



500 0 500 1000 Feet

T07S R29E S10

Map prepared by: Carter Fritschle
Date prepared: 06/22/98
1987-1988 NAPP photography



[illegible]

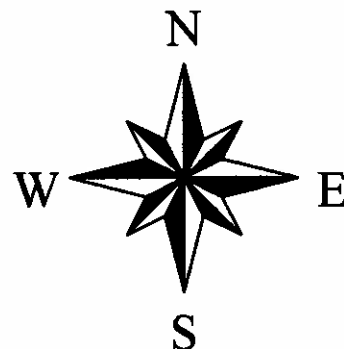
35-07126 and 35-08188B



500 0 500 1000 Feet

T07S R29E S10

Map prepared by: Carter Fritschle
Date prepared: 06/22/98
1987-1988 NAPP photography



AJD749NP
No. R35-07126

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 09/17/93
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	GARY W GEHRING RT 1 AMERICAN FALLS ID 83211 (208) 226-2142	02/17/1970	IRRIGATION	04-01 10-31 3-15 11-15	2.22 CFS	
TOTAL DIVERSION:					2.22 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion:

TOTR R29E S10

NENMW

POWER County

Place of use Legal Description for: IRRIGATION

NE	NW	SW	SE	SUM
1 R S : Lt Ac Lt Ac Lt Ac	NE NW NW NW NW NW	SE NW NW NW NW NW	NE SE SE SE SE SE	
D7S 29E 10 :	: 39	38	39	40
TOTAL ACRES				156.0

POU County: POWER

Other Rights: 35-081888

Conditions of Approval:

M01 - A MEASURING DEVICE OF A TYPE APPROVED BY IDWR SHALL BE
- MAINTAINED AS A PART OF THE DIVERTING WORKS.

Remarks:

RIGHT NO. 35-081888 IS ALSO DIVERTED THROUGH THE POINT OF EXD
DIVERSION DESCRIBED ABOVE.
USE OF THIS RIGHT WITH RIGHT NO. 35-081888 IS LIMITED TO A OUT
TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 624 AF, A TOTAL
COMBINED ANNUAL CONSUMPTIVE USE VOLUME OF 468 AF AND TO THE
IRRIGATION OF A COMBINED TOTAL OF 156 ACRES IN A SINGLE
IRRIGATION SEASON. POU 1

Dates:

Exam Made Date: 06/01/1992

Verified Date:

Misc:

Water District Number:

Field Inspection Flag:

Presumption Flag:

Comments:

Date: 09/01/1993 User-10: KEEN Subject: CLAIM REVIEW
INITIAL REVIEW AND DATA ENTRY BY CARTER FRITSCHLE. ADDITIONAL
REVIEW BY S.M. KEEN.

Audit:

09/17/93 KEEN

Dr. Kaur
3.11.2003

24 9-11-98

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

13:45:20
10/30/91

CLAIM NUMBER: A35-07126

MR ELEMENT	FIELD EXAM Y/N	CORRESPONDENCE SENT/RECEIVED BY MON/D/DATE	FIELD EXAM BY MON/D/DATE	CHANGE CLAIM Y/N	VERIFIED BY CODE	COMPLETED REVIEW MON/D/DATE	COMPLETED DATA ENTRY MON/D/DATE	VERIFIED DATE MON/D/DATE
PRIORITY DATE			In Office					
POINT OF DIV	Y		CL 6-1-92	N	6	CL 6-1-92	CL 6-2-92	CL 8-10-92
SOURCE				N	6			
PLACE OF USE	Y			N	6			
DIV. AMOUNT CFS/VOLUME				Y	6			
CONSUMPTIVE USE	-			N	6			
PURPOSES				N	6			
PERIOD OF USE				Y	6			
BASIS OF CLAIM				N	6			
REMARKS				N	6			

VERIFIED BY CODES

TOPO MAP/ORTHO-PQ = 1
 ASCS MAP = 2
 AERIALMASTER RECORDS = 3
 NAIP PHOTOS = 4
 FIELD EXAM = 5
 OTHER (SEE REMARKS) = 6

THESE CODES ARE USED TO INDICATE HOW THE FIELD EXAMINER VERIFIED THE INFORMATION
USED FOR THIS FIELD EXAMINATION. INDICATED ARE ALL CODES WHICH APPLY.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

13:45:20
10/30/91

PAGE: 1
GENERAL INFORMATION

CLAIM NUMBER: AS-07126

ASST: GERRING
ADDRESS: RT 1
CITY: AMERICAN FALLS
PHONE NUMBER: 208-226-2142

FIRST: GARY M.
STATE: ID ZIP: 83211

OWNER CODE: C
FIELD EXAM REQUIRED?
VERIFICATION REQUIRED DUE TO REMARKS?
NO REMARKS IN CLAIM

DATABASE FIELD
EXAMINER

FIELD EXAMINATION INFORMATION

CONTACT PERSON: _____ PHONE NUMBER: () - -
DATE OF FIELD EXAM: - / - / - APPOINTMENT MADE: V () N () TIME: - : - A () P ()
ACCOMPANIED BY: _____ PHONE NUMBER: () - -
RELATIONSHIP TO CLAIMANT: _____
DIRECTIONS TO PROPERTY / REMARKS:

A. AJ CLAIR: # A35-07126 PRIORITY DATE: 02-17-1970 STAGE: L
B. MR RECORD: # 55-07126 PRIORITY DATE: 02-17-1970 STAGE: L

C. FIELD EXAM REQUIRED?
DUE TO PRIORITY DATE DISCREPANCY? (Y/N) DATABASE FIELD EXAMINER
N N

ARE THERE OBVIOUS REASONS TO QUESTION THE PRIORITY DATE CLAIMED? (Y,) (N,)
IF YES EXPLAIN.

REMARKS: Priority date claimed matches desire

RECOMMENDED PRIORITY DATE:
02-17-1970

REVIEWED BY: *AK* DATE: 6-1-92

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A35-07126	07S	29E	10		NW	NW		POWER
OTHER AJ CLAIMS WITH SAME AJ POD								
A PREFIX R PREFIX								
A35-08188 NONE 35-08188								

SOURCE: GROUNDWATER

TRIB:

B. WR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
35-07126	07S	29E	10		NW	NW		POWER
OTHER WR RECORDS WITH SAME WR POD								
AJ CLAIMS IN SAME 40 ACRE TRACT								
A PREFIX R PREFIX								
35-08188 A35-08188 NONE								

SOURCE: GROUNDWATER

TRIB:

C. FIELD EXAM REQUIRED?

DOE TO POD DISCREPANCY?	(Y/N)	DATABASE	FIELD EXAMINER
DOE TO SOURCE DISCREPANCY?	(Y/N)	Y N	<u>N</u>

REMARKS:

POD claimed matches license.

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE		1/4	1/4	LOT	COUNTY
TWP.	RGE. SEC.				
23	29E 10		114	114	Bozeman
SOURCE: GROUNDWATER		TRIG:			
REVIEWED BY: CA		DATE: 10-1-92			

distance 35-08188 puts this P/D in the claimed location, but the field examiner maps it at NENW1/4. Recommendation to the 10-acre tract based on the map prepared by the field examiner for ~~35-08188~~ 35-08188.

S.W. Kean

No permissible place of use:

- ① Claimant did not claim it
- ② The beneficial use field report for 35-08188 does not indicate that the former actually practiced a permissible P.O.U. Instead, it says the P/D in this right covers this P.O.U., and the SW1/4 is covered by the P/D in 35-02638.
- ③ On 9-16-93 I spoke with the claimant, and he indicated that a permissible place of use would not be preferable to apportioning the recommendation.

S.W. Kean
9-11-93

A. ROOT WATER RIGHT NUMBERS: A35-07126

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
07S	29E	10	NE	NM		GEHRING, GARY W.	A35-07126 /39.0	35-07126 /39.0		37.0	39
			NE	NM		GEHRING, GARY W.	A35-08188 /39.0	35-08188 /39.0			
07S	29E	10	NW	NM		GEHRING, GARY W.	A35-07126 /38.0	35-07126 /38.0		40.0	38
			NW	NM		GEHRING, GARY W.	A35-08188 /38.0	35-08188 /38.0			
07S	29E	10	SW	NM		GEHRING, GARY W.	A35-07126 /39.0	35-07126 /39.0		37.0	39
			SW	NM		GEHRING, GARY W.	A35-08188 /39.0	35-08188 /39.0			
07S	29E	10	SE	NM		GEHRING, GARY W.	A35-07126 /40.0	35-07126 /40.0		41.0	40
			SE	NM		GEHRING, GARY W.	A35-08188 /40.0	35-08188 /40.0			
TOTAL ACRES							A35-07126 156.00	156.00	155.00		156

}
partially licensed
35-08188

ARE IRRIGATED ACRES FOUND IN TRACTS OTHER THAN INDICATED ABOVE, (Y) N(X)
IF YES SEE ATTACHED SHEET:

35-08188 is for additional water for lands irrigated with this right and right no. 35-02638.

C. FIELD EXAM REQUIRED?
DUE TO POU DISCREPANCY? (Y/N)

DATABASE
Y
FIELD
EXAMINER
N

PRESUMPTION FLAG:

REMARKS:

P.O.U. claimed matches license

RECOMMENDATIONS:

TOTAL ACRES: 156
REVIEWED BY: CA

DATE: 6-1-92

A. AJ CLAIMED USES:

PURPOSES
A35-07126 IRRIGATION

MONTH/DAY
FROM 05-15 TO 11-15

DIVERSION QUANTITY
2.220 CFS 546.00 AF/A

TOTAL DIVERSION RATE/VOLUME CLAIMED

2.220 CFS 546.00 AF/A

B. WR RECORDED USES:

PURPOSES
35-07126 IRRIGATION

MONTH/DAY
FROM 03-15 TO 11-15

DIVERSION QUANTITY
2.220 CFS 546.00 AF/A

TOTAL DIVERSION RATE/VOLUME CLAIMED

2.220 CFS 546.00 AF/A

PRESUMPTION FLAG:

C. FIELD EXAM REQUIRED?

DUE TO WATER-USE DISCREPANCY? (Y/N)
DUE TO DIVERSION RATE DISCREPANCY? (Y/N)
DUE TO PERIOD FROM/TO DISCREPANCY? (Y/N)

DATABASE EXAMINER
N N N
N N N

D. PERIOD OF USE:

RECOMMEND AS CLAIMED?

Y() N(X)

RECOMMEND TO WR STANDARDS OR OTHER?

Y(X) N() EXPLAIN IN REMARKS, BELOW.

REMARKS:

New Standard 4-1 to 10-31

2. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS?

Y(☒) N(☐)

AJ TOTAL CLAIMED DIVERSION RATE: 2.220 CFS
NR ROOT RIGHT TOTAL DIVERSION RATE: 2.220 CFS

*** IF NO OR IF STATUTORY CLAIM OR BENEFICIAL USE THEN FLOW MEASUREMENT REQUIRED. ***
** IF AM AMOUNT SMALLER THAN THE ORIGINAL DIVERSION RATE IS **
** CLAIMED AND AN EXAM IS NOT REQUIRED, EXPLAIN IN REMARKS. **

FLOW MEASUREMENT REQUIRED?

DUE TO STAGE OR DIVERSION RATE DISCREPANCY? (Y/N)

FIELD DATABASE EXAMINER
N ☒

3.

FLOW MEASUREMENT

MEASUREMENT METHOD N/A, SEE ATTACHED CALCULATIONS.

4. ARE OTHER WATER RIGHTS USED? Y(☒) N(☐) IF YES COMPLETE OVERLAP REVIEW.

OTHER RIGHTS LISTED IN CLAIM: NONE

LIST ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE:

CLAIM	SOURCE	NAME	DIV. RATE	DIV. RATE/ACRE	DIV. VOL.	DIV. VOL./ACRE
A35-07126	GROUNDWATER	GENERIK, GARY W.	2.220	0.014	546.00	3.50
A35-08138	GROUNDWATER	GENERIK, GARY W. <u>New Permit</u>	1.790	0.005		

NO RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION

D.

RATE/VOLUME CALCULATIONS: (IRRIGATION)

1A. IRRIGATION RATE

ACRES 156 X 0.02 CFS/ACRE = 3.12 CFS
(TAKEN FROM P/U REVIEW)

1B. CALCULATIONS

DOES AMOUNT CLAIMED EXCEED 0.02 CFS/ACRE? Y() N(X)

2.22 < 3.12

*** IF YES ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y() N(X) ***

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = 458.0 AF/A

ACRES 156 X CONSUMPTIVE VOL. AF/A FOR AREA 3 =

TOTAL CONSUMPTIVE USE 468 AF/A

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = 546.00 AF/A

ACRES 156 X DIVERSION VOL. AF/A FOR AREA 3 =

TOTAL DIVERSION VOLUME 624 AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:

SEE ATTACHED SHEET? Y() N(X)

REMARKS: (INCLUDE LIMITATIONS ON CONSUMPTIVE USE FOR COMBINED RIGHTS.)

REC OWNED ACTIONS:

REC. PURPOSES	REC. PERIOD FROM TO	REC. DIV RATE CFS	REC. DIV VOL. AF/A	REC. CONS. USE
IRRIGATION	03-15 11-15	DATABASE 2.220 EXAMINER 2.22	DATABASE 546.00 EXAMINER 624	DATABASE 468.0 EXAMINER 468
TOTAL FOR THIS RIGHT	4-1 10-31	2.220 2.22	546.00 624	468.0 468
REVIEWED BY: <i>CF</i>	DATE: <i>6-1-92</i>			

Remark: FOS 35-08188

Condition:

MOI - retained from lines

Remarks: FOS, 35-08188B

E01; 35-08188B, ~~468~~ 624 AF; ~~468~~ 468 AF; ~~156~~ 156 area

*S.W. Khan
9-17-93*

A. CHECK ONLY THE FOLLOWING THAT APPLY:

OWNERSHIP _____ ACCEPTED _____ NEEDS _____
FORFEIT/ABANDON _____ AS CLAIMED _____ REVIEW _____
ADDITIONAL DIV. AMOUNT _____ (X) () ()
_____ (X) () ()
_____ (X) () ()

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 35-07126 DATABASE 2.220 EXAMINER 2.22 CFS
TOTAL DIVERSION RATE OF WR SPLITS

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
-	435-07126	2.220	-	-	35-07126	2.220

TOTAL CFS 2.220 TOTAL CFS 2.220

DIVERSION RATE REVIEW

DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)
IF NO, IS THE WRITTEN REVIEW SHEET ATTACHED? (Y/N)

REMARKS:

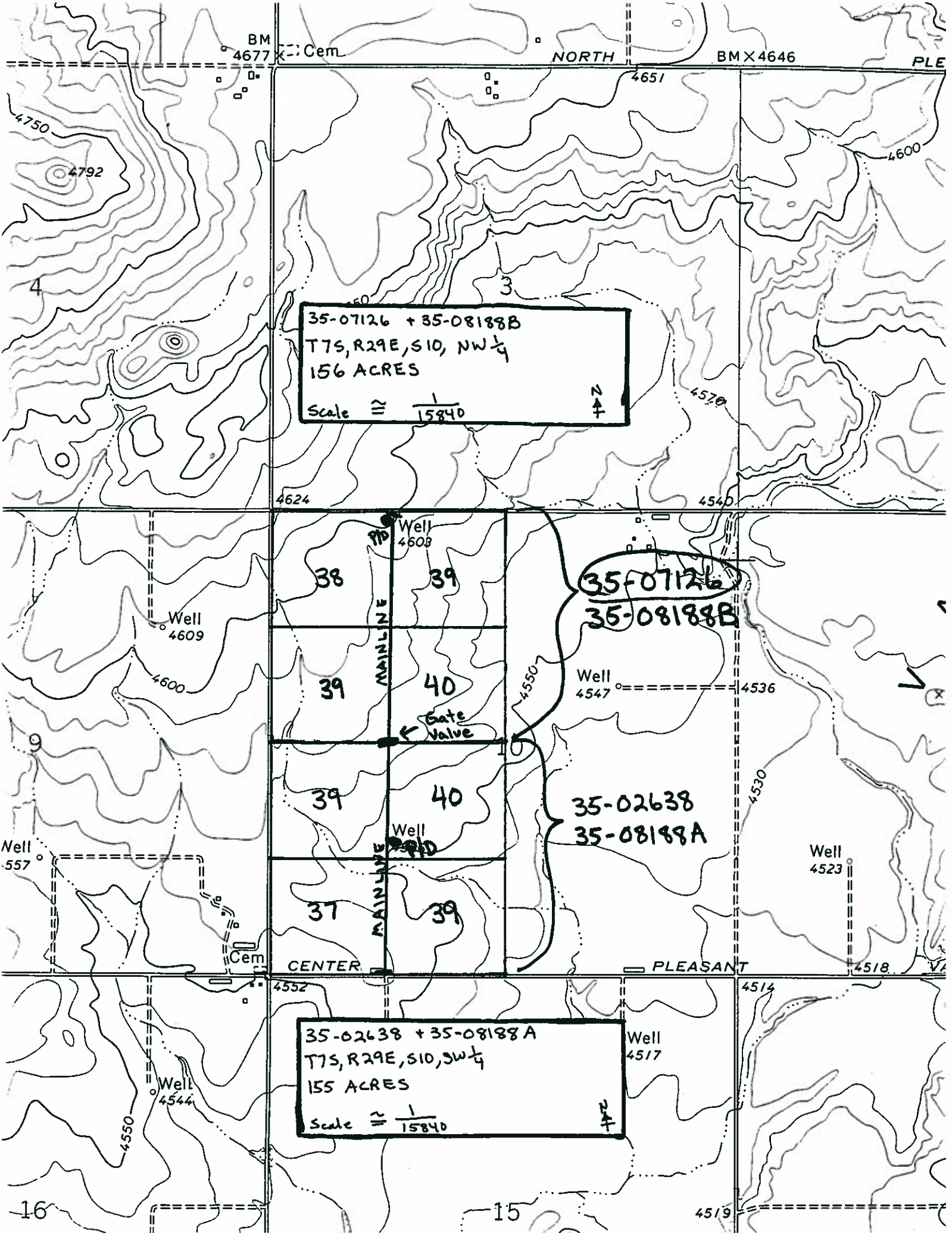
AUTHENTICATION:

SIGNATURE: Carter Fritschle DATE: 6-1-92

NAME OF FIELD EXAMINER: Carter Fritschle TITLE: SR. W.R. Agent

Reviewed again, modified, and re-verified by S.W. Keen on 9-17-93

Shelley Walter Keen
S.W.R. Agent



BM 4677

NORTH

BM X 4646

PLE

35-07126 + 35-08188B
T7S, R29E, S10, NW $\frac{1}{4}$
156 ACRES
Scale $\approx \frac{1}{15840}$

35-07126
35-08188B

35-02638
35-08188A

35-02638 + 35-08188A
T7S, R29E, S10, SW $\frac{1}{4}$
155 ACRES
Scale $\approx \frac{1}{15840}$

Claimant: Garry W. Gehring

Date: Sept. 16, 1993

Agent: S.W. Keen

R35-07126

Overlapping Irrigation Rights

Claim Numbers	(1) R35-07126	(2) R35-08188B	(3) <u>Total</u>	(4)
Basis of Claim	License	License		
Priority Date	2/17/1970	6/17/1983		
Source	Groundwater T75, R29E, S10 NENWNW	Groundwater T75, R29E, S10 NENWNW		
Points of Diversion				
Claimed Diversion Rate	2.22 cfs	1.79 cfs	4.01 cfs	
System Diversion Capacity	3.59 cfs	3.59 cfs	3.59 cfs	
Recommended Diversion Rate	2.22 cfs	0.90 cfs	3.12 cfs	
Claimed No. Acres	156	315	315	
Recommended No. Acres	156	156	156	
Diversion Volume	See Remarks	See Remarks	624 AFY	
Consumptive Use Volume	See Remarks	See Remarks	468 AFY	
Season of Use	4-1 to 10-31	4-1 to 10-31		
Overlapping Rights	R35-08188B	R35-07126		
Condition Codes	M01			
Remarks	F05: 35-08188B E01: 35-08188B — cfs 624 AFY 468 AFY 156 acres	F05: 35-07126 E01: 35-07126 — cfs 624 AFY 468 AFY 156 acres		
Notes		Claimed diversion rate and claimed acres are totals before split re commutation.		

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

RECEIVED

NOV 09 1998

RECEIVED

JUN 22 1998

Department of Water Resources

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): A35-07880, A35-02638, A35-07126, A35-07884, A35-07848

2. The following REQUIRED information must be submitted with this form:

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 _____

4. New Owner/Claimant(s) Gary W. Gehring/First Security Bank, N.A. (Lien Holder)
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address ATTN: CLDC P.O. BOX 8230

City, State and ZIP Code Boise, Idaho 83707-2203

New Telephone Number () _____

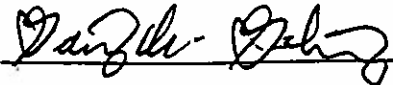
5. Date you acquired the property June 12, 1998

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) 
Gary W. Gehring/First Security Bank, N.A.

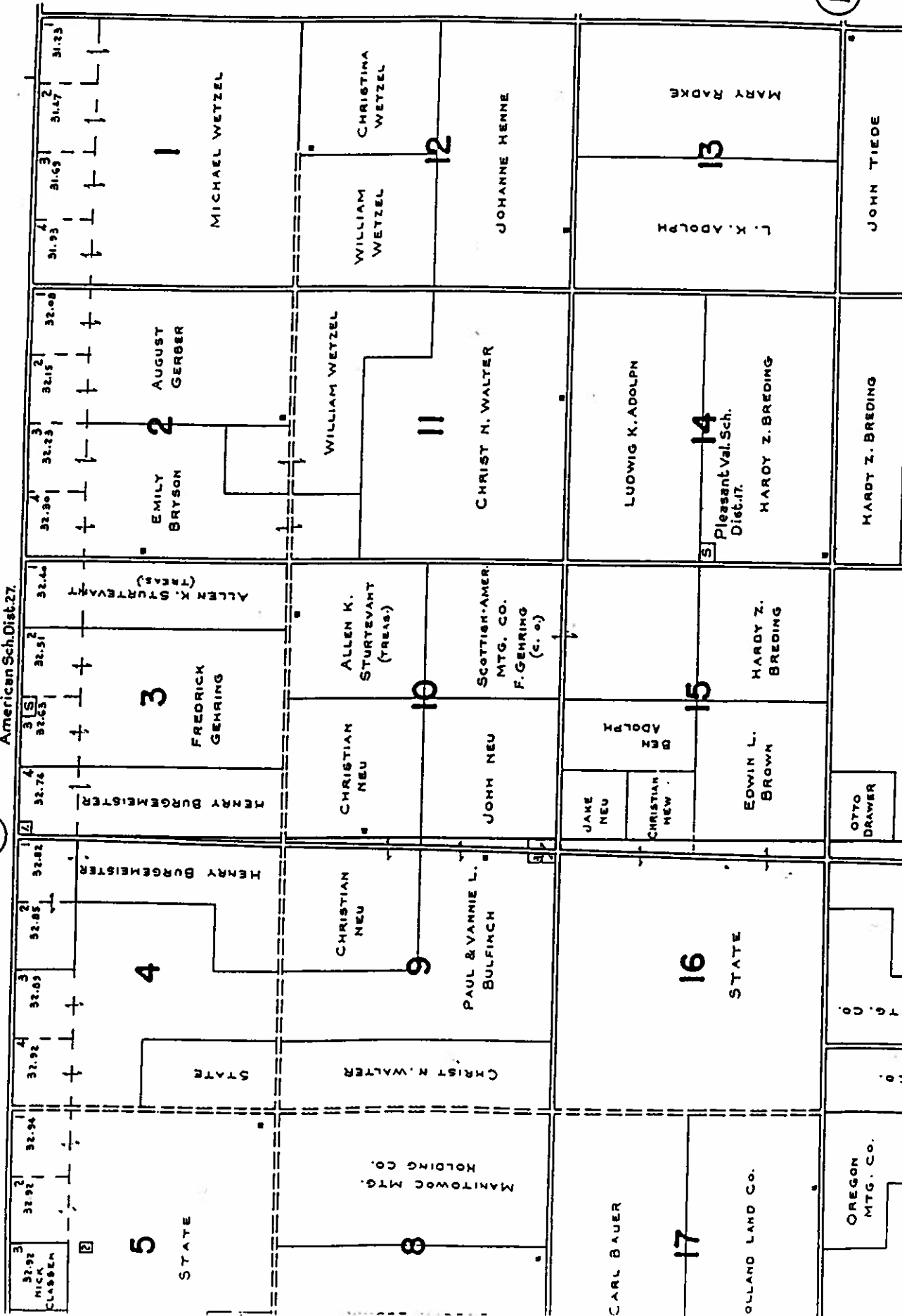
Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign this form.

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.

TOWNSHIP 7 S., RANGE 29 E. B. M.

POWER COUNTY, IDAHO

(10)



1- LUTHER
2- 1ST G.
3- 1ST G.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditures, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

TAX AND INSURANCE RESERVES. Subject to any limitations set by applicable law, Lender may require Grantor to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by advance payment or monthly payments of a sum estimated by Lender to be sufficient to produce amounts at least equal to the taxes, assessments, and insurance premiums to be paid. The reserve funds shall be held by Lender as a general deposit from Grantor, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Grantor as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Mortgage shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. Subject to any limitations set by applicable law, if the reserve funds disclose a shortage or deficiency, Grantor shall pay such shortage or deficiency as required by Lender. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Grantor, and Lender is not Grantor's agent for payment of the taxes and assessments required to be paid by Grantor.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY: DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities, including without limitation all applicable environmental laws, ordinances, and regulations, unless otherwise specifically excepted in the environmental agreement executed by Grantor and Lender relating to the Property.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor a) pays the tax before it becomes delinquent, or b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

Point Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by nonjudicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor or Borrower hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Mortgage after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as reasonable attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including "reasonable attorneys' fees" for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or foreclosure reports), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveys or reports, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Mortgage, including without limitation any notice of default and any notice of sale to Grantor, shall be in writing, may be sent by telefacsimile unless otherwise required by law, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addressee shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any loan which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the State of Idaho. This Mortgage shall be governed by and construed in accordance with the laws of the State of Idaho.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor and Borrower under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Mortgage. Where any one or more of the Grantor or Borrowers are corporations, partnerships or similar entities, it is not necessary for Lender to inquire into the powers of any of the Grantor or Borrowers or of the officers, directors, partners, or agents acting or purporting to act on their behalf, and any Indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of foreclosure or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all Indebtedness secured by this Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

REAL ESTATE VESTED AS FOLLOWS:

PARCEL 1: GARY W. GEHRING

PARCEL 2: GARY W. GEHRING AND DONNA M. GEHRING, husband and wife

PARCEL 3, 4, 5, & 7: GEHRING FARMS, FERD GEHRING & SON, INC., AN IDAHO CORPORATION

REAL ESTATE DESCRIPTION:

PARCEL 1:

TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO

SECTION 10: SW $\frac{1}{4}$, NW $\frac{1}{4}$

PARCEL 2:

TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO

SECTION 2: LOTS 3, 4, S $\frac{1}{2}$ NW $\frac{1}{4}$; NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ SW $\frac{1}{4}$

PARCEL 3:

EAST HALF (E $\frac{1}{2}$) OF THE EAST HALF (E $\frac{1}{2}$) OF SECTION 3, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO

PARCEL 4:

TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO

SECTION 1: E $\frac{1}{2}$

EXCEPT:

A TRACT OF LAND IN THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 29 EAST OF THE BOISE MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 1 FROM WHICH THE SOUTH $\frac{1}{4}$ CORNER OF SAID SECTION BEARS SOUTH 89°40'00" WEST, 122.03 FEET; THENCE NORTH 0°20'00" WEST, 195.00 FEET; THENCE NORTH 89°40'00" EAST, 570.00 FEET; THENCE SOUTH 0°20'00" EAST, 195.00 FEET; TO THE SOUTH LINE OF SAID SECTION 1; THENCE SOUTH 89°40'00" WEST, 570.00 FEET, TO THE POINT OF BEGINNING.

ALSO EXCEPT:

BEGINNING AT A POINT 200 FEET SOUTH OF THE NORTHEAST CORNER OF THE NE $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN POWER COUNTY, IDAHO; THENCE WEST 208 FEET; THENCE SOUTH 208 FEET; THENCE EAST 208 FEET; THENCE NORTH 208 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

TOWNSHIP 7 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO

SECTION 2: SE $\frac{1}{4}$ SW $\frac{1}{4}$

PARCEL 7:

A TRACT OF LAND IN THE NW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 29 EAST, OF THE BOISE MERIDIAN, POWER COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH $\frac{1}{4}$ CORNER OF SAID SECTION 12; THENCE NORTH 89°40'00" EAST ALONG THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 142.60 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 0°07'28" WEST, 477.60 FEET; THENCE SOUTH 89°53'52" EAST, 701.96 FEET; THENCE NORTH 0°06'08" EAST, 482.94 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 12; THENCE SOUTH 89°40'00" WEST ALONG THE NORTH LINE OF SAID SECTION 12, A DISTANCE OF 701.80 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT FOR A COUNTY ROAD OVER THE NORTHERLY 30 FEET OF THE ABOVE-DESCRIBED PARCEL

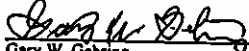
ALSO SUBJECT TO AN EASEMENT FOR INGRESS AND EGRESS OVER THE WESTERLY 25 FEET OF THE ABOVE-DESCRIBED PARCEL

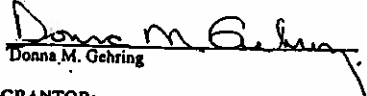
TOGETHER WITH ALL WATER AND WATER RIGHTS, WELL AND WELL RIGHTS, DITCH AND DITCH RIGHTS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

Idaho Department of Water Resources

License No.	C.F.S.	Permit No.	C.F.S.
A35-07880	.04	A35-08188	1.79
A35-02638	2.29	A35-08186	1.60
A35-07126	2.22	A35-08163	4.00
A35-07884	5.59	A35-08165	2.19
A35-07848	4.57		

BORROWER:


Gary W. Gehring


Donna M. Gehring

GRANTOR:

Gehring Farms, Ferd Gehring and Son, Inc.


Gary W. Gehring, President

Gary W. Gehring and Donna M. Gehring
EXHIBIT B
Equipment, Fixtures, and other Collateral Schedule

All sprinkler and other irrigation equipment and fixtures, including but not limited to the following: All pumps, motors, columns, tubes, shafts, bowls, panels and all electrical appurtenances, mainline, laterals, wheel lines, pivot/circle irrigation systems, risers, heads, couplers, end plugs, valves, valve openers, reducers, joints, tees and wyes, located on the real estate described on Exhibit A, whether any of the foregoing is owned now or acquired later, all accessions additions, replacements and substitutions relating to any of the foregoing including but not limited to the following:

IRRIGATION EQUIPMENT AND FIXTURES:

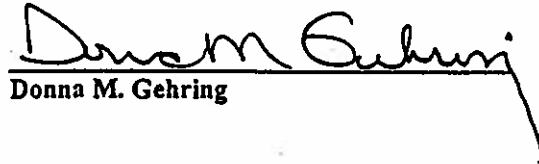
- 2 center pivot irrigation systems with corner catchers
- 1 200 Hp US motor SN DC1006857 and pump
- 1 150 Hp US motor SN 1233464 and pump
- 33 Wheel lines
- 1 300 Hp Yaokawa motor SN BSL1A01 and pump
- 1 100 HP GE motor SN 5233035
- 1 300 Hp GE motor SN BYJ0220113 and pump
- 1 75 Hp GE booster motor SN 1900327
- Burled 8", 10", 12", & 14" mainline

Misc.

- 1 3500 bushel grain bin

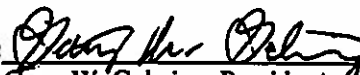
BORROWER:


 Gary W. Gehring


 Donna M. Gehring

GRANTOR:

Gehring Farms, Fred Gehring and Son, Inc.

By:  President
 Gary W. Gehring, President

50 X
IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A35-07126
Date Received: 3/07/1990
Receipt No: M006216
Received By: RWH

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

Name: GARY W. GEHRING
Address: ~~RT. 1~~ 3648 Gehring Rd
AMERICAN FALLS, ID 83211 208-226-2142

Date of Priority: FEB 17, 1970

Source: GROUNDWATER Trib. to:

Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
07S	29E	10		NW	NW		POWER

Description of diverting works:
WELL/PUMP TO SPRINKLER SYSTEM

Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	2.220		546.00

Total Quantity Appropriated is:
2.220 C.F.S. (and/or) 546.00 A.F.A.

Total consumptive use is 468.0 Acre Feet Per Annum.

Non-irrigation uses:
NONE

1. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
07S	29E	10	NE	NW		IRR	39.0
			NW	NW		IRR	38.0
			SW	NW		IRR	39.0

A35-07126

Page 1

Date: 03/07/90

MICROFILMED

DEC 10 1992

A3507126



1 . Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
07S	29E	10	SE NW		IRR	40.0

Section Acres 156.0

Total Acres 156.0

1 . Place of use in counties: POWER

1 . Do you own the property listed above as place of use? YES

1 . Other Water Rights Used:
NONE

1 . Remarks:

1 . Basis of Claim: LICENSE

1. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Individuals:

I, We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): *Greg W. Delaney* Date: 3/8/90

Date: _____

State of Idaho)
County of Lower) ss.

Subscribed and sworn (or affirmed) before me this 8th day
of March 19 90 *Bern C. Arness*
Notary Public

Seal

Residing at Am. Falls, Idaho
My Commission Expires 11/5/91

QUALITY REVIEW CHECKLIST FOR REPORT READY SRBA CLAIMS

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

* See attachment for additional information or explanation.

Quality control review by SN date 3-23-94 Data entry changes by _____ date _____

State of Idaho
Department of Water Administration

LICENSE OF WATER RIGHT

License of Water Right No. 35-7126 Priority Feb. 17, 1970 Amount 2.22 cfs

THIS IS TO CERTIFY, that GARY W. GEHRING
of American Falls, Idaho, has complied with the terms and conditions of Permit
No. 35-7126 issued pursuant to Application for Permit dated February 17, 1970,
and has submitted proof to the Department of Water Administration on April 30, 1971,
that he has applied water to a beneficial use; an examination by the Department indicates that the
works have a capacity of 2.22 cfs, and that the water has in fact been applied to a
beneficial use; a right to the use of water from a ground water source
tributary of _____, is hereby confirmed in the following amounts:
Amount 2.22 cfs for Irrigation from March 15 to Nov. 15 (both dates inclusive)
Amount _____ for _____ from _____ to _____ (both dates inclusive)
Amount _____ for _____ from _____ to _____ (both dates inclusive)
Subject, however, to the condition that no more than 2.22 cfs of water be diverted at
any one time, said waters to be diverted within the _____
NW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 10, Twp. 7 S, Rge. 29 E, B. M.

in the county of Power; and that the amount of water so diverted and to which such
right is entitled and confirmed is for the purposes aforesaid and is limited to the amount which can
actually be beneficially used and shall not exceed 546 acre feet per year or _____
3.5 acre feet per acre.

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 $\frac{1}{4}$	
7 S	29 E	10					39	38	39	40									156

Total number of acres irrigated 156

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

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 9th day of

July, 19 73.


Director

35 7126

DEPARTMENT OF WATER ADMINISTRATION
FIELD REPORT

1. Name of permit holder Gary W. Gehring
Post office address American Falls, Idaho 83211 Phone _____
Person to contact _____ Phone _____
2. Source of water supply: Groundwater ☒ Surface water ☐ Ground water
(name spring, stream, etc.)
Tributary to _____

3. Water will be used for the following purposes:

Amount 3.2 c.f.s. for Irrigation
 AF/Annum (nature of use)

Period of Use: from March 15 to November 15
(mo.-day) inclusive (mo.-day)

Amount _____ c.f.s. for _____
 _____ AF/Annum (nature of use)

Period of Use: from _____ to _____
(mo.-day) inclusive (ma.-day)

Amount _____ c.f.s. for _____
 _____ AF/Annum (nature of use)

Period of Use: from _____ to _____
(mo.-day) inclusive (mo.-day)

Other uses: _____

4. Total amount to be appropriated:

Max Rate of Diversion 3.2 cubic feet per second and annual volume _____ AF/Annum.

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

Township 7 S N/S, Range 29 E E/W, B.M., Section 10, Subdivision NW 1/4 NW 1/4 Power County

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4 _____
County _____

Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4 _____
County _____
County _____

Other Points of Diversions: _____

Description of diverting works: 150 h.p. motor, depth of well, 420 ft. 20 inch well casing;
pump - 8" column, 14" bowls.

Measuring device required: yes ☒ no ☐

6. Lands to be irrigated or place of use.

[illegible]

35-7126

TOTAL ACREAGE 160

R. 29 E.

T.
7
5

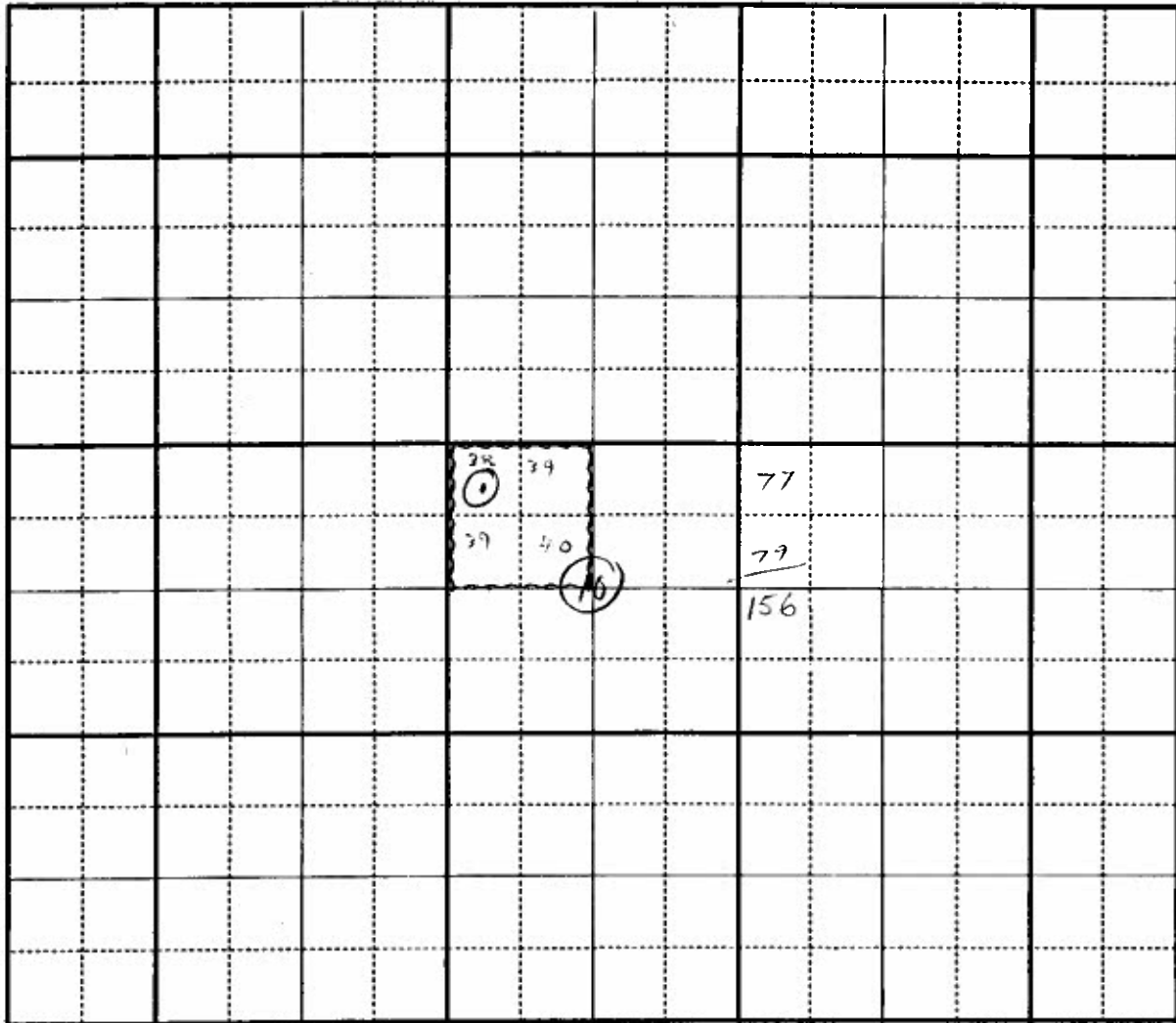
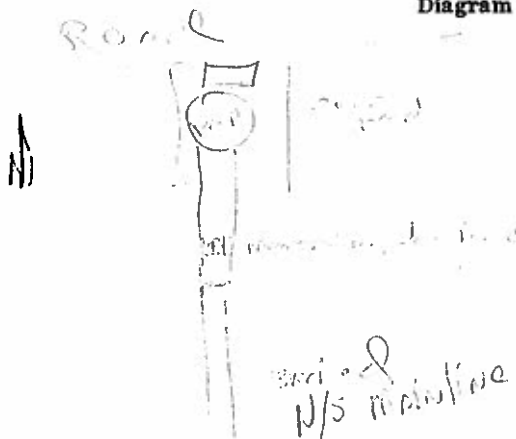


Diagram of System



DATE OF EXAM 29 JUNE 1971

ACREAGE
Found 156
Recommended 156

Irrigation Requirement _____ Ac Ft/Ac

USE

Irrigation Q = <u>2.22</u> c.f.s.	V = <u>546</u>	AF/Ann. from <u>April 1</u>	to <u>Nov 1</u>
Domestic Q = _____ c.f.s.	V = _____	AF/Ann. from _____	to _____
Livestock Q = _____ c.f.s.	V = _____	AF/Ann. from _____	to _____

Is water co-mingled? yes_____ no X

Name source: Ground water
Twp. 7 N 5 Rge 29 E W, B.M., Sec. 10, Sub. NW $\frac{1}{4}$ NW $\frac{1}{4}$ P ower
County

Exchange? yes_____ no X

Name source exchanged with: _____
 twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
 _____ County

Point of injection: _____
 Twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____
 _____ County

Point of exchange: _____ County _____
 twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Total Q measured 2.22 CFS Method of measurement

Total Q recommended 2,22 CC Meter No. _____ Type _____ Condition _____

Total V recommended 546 Ac ft / Acre

Recommended Amendments:

P.D. _____
Place of Use _____
Other _____
None — measuring device broken new one ordered

MEASUREMENT CALCULATION: $\frac{2.22}{1.3 \sqrt{10000}}$

I took off ^{10.00} 4 Acres for County road. and
the North + West boundaries

SYSTEM DESCRIPTION:

600HP Hollowshaft Pumping Station 760 Volts 1725 RPM
South Louisiana Electric Co. 10" Discharge Through
Ch. 16" Dia. 10' High Pressure well 90 feet
Purchased from South Louisiana

REMARKS:
Alert Type Spring Line system - One solo powered line
Zepherus Arctura (log apr) - has flexible cover on
to the substituting line / across roadward in the BSW area

Examiner's Signature Ann Bertier Date 29 June 11

Checked by _____ Date _____

Approved by _____ Date _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

December 21, 1998

G W GEHRING
3648 GEHRING RD
AMERICAN FALLS ID 83211

RE: CHANGE OF ADDRESS FOR 35-07126, 35-07848

Dear Mr. Gehring:

The address for the above referenced adjudication claims have been changed per your request. Copies of these claims are enclosed for your files.

Sincerely,

Jennifer Hoagland
Technical Records Specialist

Enclosure



Gehring Farms

3648 Gehring Road

AMERICAN FALLS, IDAHO 83211

PHONE (208) 226-2142 - Home

(208) 226-5031 - Office

RECEIVED

NOV 04 1996

Department of Water Resources

Speed Message



☐ Immediate Reply Requested

☐ No Reply Necessary

To: Idaho State
Dept. of Water Resources

Subject: New Address
2nd notice

Message

I am having problems receiving correspondence from your department due to incorrect address. My new address is: Gary W. Gehring
3648 Gehring Road
Am. Falls, Idaho 83211

RECEIVED

NOV 14 1996

Thank you!

SIGNED

Dan Gehring

DATE

10/31/96

Department of Water Resources
Eastern Region

A35-07126-R	GEHRING, GARY W	02/17/1970 L/	GROUNDWATER	IRR
A35-07179-R	GEHRING, GARY W	07/06/1971 L/	GROUNDWATER	IRR
A35-07848-R	GEHRING, GARY W	03/16/1979 L/	GROUNDWATER	IRR
A35-07880-R	GEHRING, GARY W	11/19/1979 L/	GROUNDWATER	DOMEST
A35-07884-R	GEHRING, GARY W	01/02/1980 L/	GROUNDWATER	IRR
A35-08165-R	GEHRING, GARY W	06/17/1983 P/	GROUNDWATER	IRR
A35-08188-R	GEHRING, GARY W	06/17/1983 P/	GROUNDWATER	IRR
R35-02261-R	GEHRING, GARY W	10/10/1952 L/	GROUNDWATER	IRR
R35-02638-R	GEHRING, GARY W	01/26/1961 L/	GROUNDWATER	IRR
R35-02854-R	GEHRING, GARY W	11/30/1966 L/	GROUNDWATER	IRR
R35-07126	GEHRING, GARY W	02/17/1970 L/	GROUNDWATER	IRR
R35-07179	GEHRING, GARY W	07/06/1971 L/	GROUNDWATER	IRR
R35-07180-R	GEHRING, GARY W	07/06/1971 L/	GROUNDWATER	IRR
R35-07848	GEHRING, GARY W	03/16/1979 L/	GROUNDWATER	IRR
R35-07880	GEHRING, GARY W	11/19/1979 J/	GROUNDWATER	DOMEST
R35-07884	GEHRING, GARY W	01/02/1980 L/	GROUNDWATER	IRR
R35-08164-R	GEHRING, GARY W	06/17/1983 L/	GROUNDWATER	IRR
				DOMEST
R35-08165	GEHRING, GARY W	06/17/1983 L/	GROUNDWATER	IRR
R35-08186	GEHRING, GARY W	06/17/1983 L/	GROUNDWATER	IRR
R35-08187	GEHRING, GARY W	06/17/1983 P/	GROUNDWATER	IRR
R35-08188	SPLIT RIGHT	06/17/1983 /Z	SPLIT RIGHT	IRR
			GROUNDWATER	
R35-08188A	GEHRING, GARY W	06/17/1983 L/	GROUNDWATER	IRR
R35-08188B	GEHRING, GARY W	06/17/1983 L/	GROUNDWATER	IRR

M E M O R A N D U M

DATE: September 20, 1993

TO: Claim Review Files for A35-07126, A35-02638, A35-08188

FROM: Shelley W. Keen

RE: Review and recommendations for 35-08188A and 35-08188B

After completion of the Claim Verification Report (CVR) for A35-08188, it was decided that the recommendation for that claim should be split into R35-08188A and R35-08188B. The basis for splitting the claim is a telephone conversation with the claimant in which he said that the two wells are operated separately and serve separate places of use.

Most of the review information in the CVR for A35-08188 applies to the recommendations for R35-08188A and R35-08188B. Therefore, please refer to file A35-08188 for information regarding the priority dates, points of diversion, etc., for the two splits. Additional information regarding the calculation of the recommended diversion rates for R35-08188A and R35-08188B is provided below.

Right R35-02638 for 2.29 cfs completely overlaps R35-08188A on 155 acres. The 0.02 cfs per acre limitation on 155 acres results in a total allowable diversion rate of 3.10 cfs. Subtracting 2.29 cfs from 3.10 cfs leaves 0.81 cfs allowable under R35-08188A.

Similarly, right R35-07126 for 2.22 cfs completely overlaps R35-08188B on 156 acres. The total allowable diversion rate for 156 acres at 0.02 cfs per acre is 3.12 cfs. Subtracting 2.22 cfs from 3.12 cfs leaves 0.90 cfs allowable under R35-08188A.

The total diversion rate recommendation for the two splits is 1.71 cfs, which is less than the 1.79 licensed for right 35-08188. However, the licensing process did not account for the water already diverted by the overlapping rights.