

AJ0749NP
No. R35-08574

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

DATE: 03/16/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	SHERMAN KOPP	05/03/1985	IRRIGATION	04-01 10-31	0.40 CFS	80.00 AFA
C	PHYLLIS KOPP					
	3975 WAPI RD					
	AMERICAN FALLS ID 83211			TOTAL DIVERSION:	0.40 CFS	80.00 AFA
	(208) 226-7279					

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion: T07S R29E S21
S28

SWSWSE
SWSWNE

POWER County
POWER County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE								
T	R	S		NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:	SUM
				Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		
07S	29E	21	:					:					:					:					:	20.0
TOTAL ACRES																							20.0	

POU County: POWER

Conditions of Approval:

- C12 - 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.

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

Dates: Exam Made Date: 06/20/1991 Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Emc 14/3/99

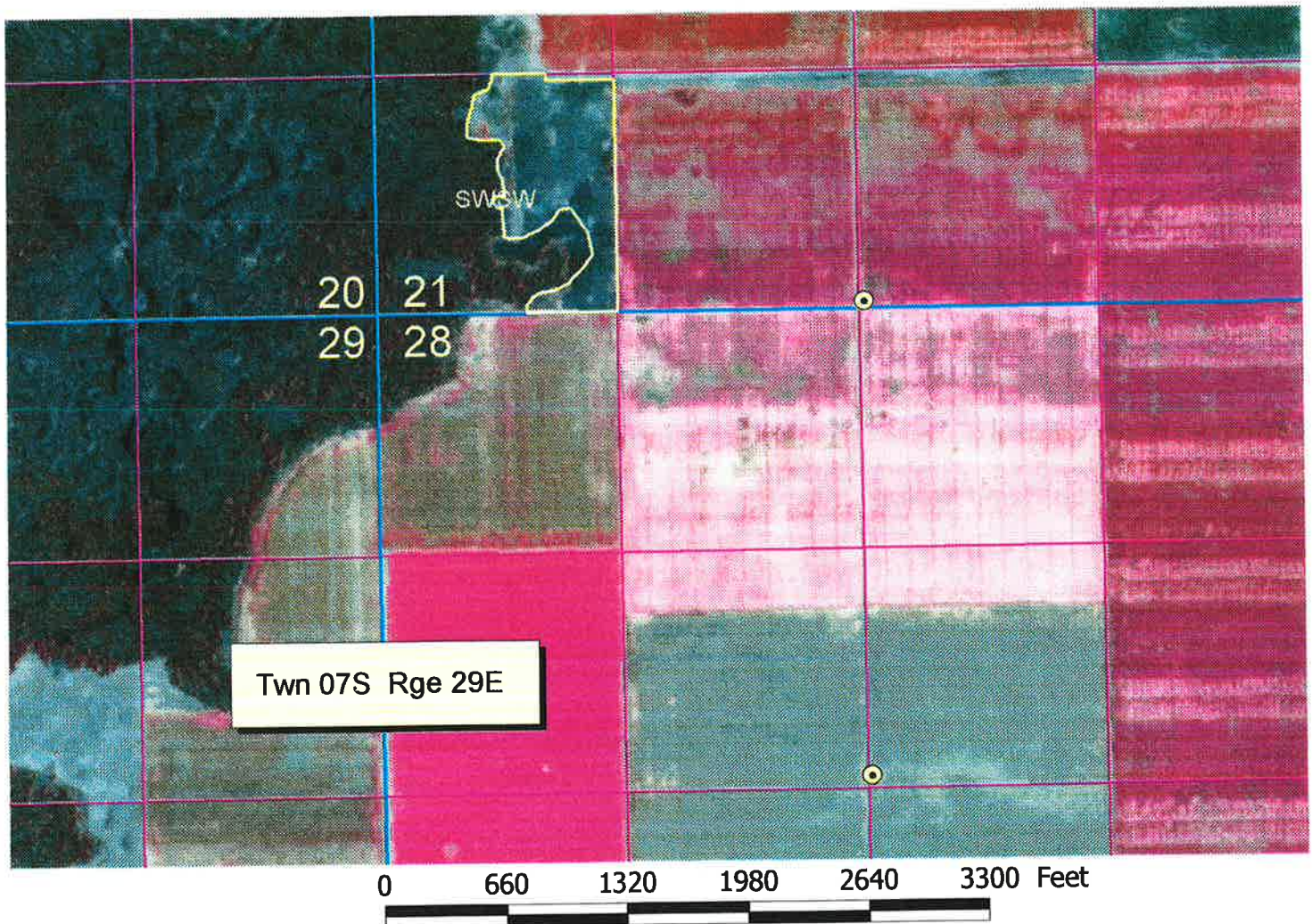


STATE OF IDAHO

Department of Water Resources

Eastern Region

Water Right(s): 35-08574



LEGEND



Point of Diversion



Place of Use



Section Line



Quarter-section line

Acres Irrigated = 20



GIS Place of Use Illustration
1987/1988 NAPP photography
Prepared by: E. Carlsen
Date: March 1999

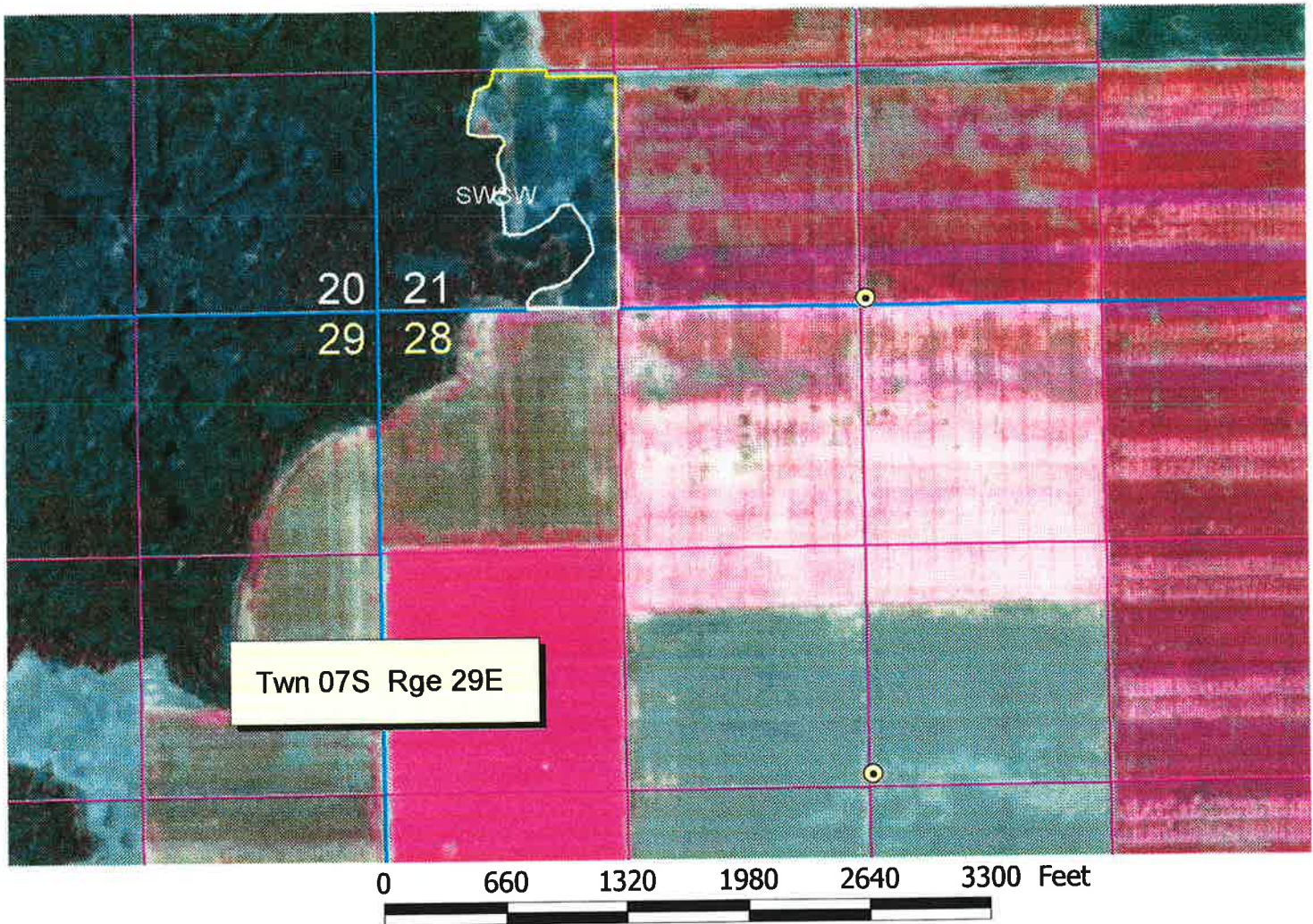


STATE OF IDAHO

Department of Water Resources

Eastern Region

Water Right(s): 35-08574



LEGEND

-  Point of Diversion
-  Place of Use
-  Section Line
-  Quarter-section line

Acres Irrigated = 20



**GIS Place of Use Illustration
1987/1988 NAPP photography
Prepared by: E. Carlsen
Date: March 1999**

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

07:44:46
10/29/91

PAGE: 1
GENERAL INFORMATION

CLAIM NUMBER: A35-08574

LAST: KOPP
ADDRESS: 2804 S. VOLLMER LOOP
CITY: AMERICAN FALLS
PHONE NUMBER: 208-226-2753
OWNER CODE: C

FIRST: BEN F.
STATE: ID ZIP: 83211

LAST: KOPP
ADDRESS: 2804 S. VOLLMER LOOP
CITY: AMERICAN FALLS
PHONE NUMBER: 208-226-2753

FIRST: BEATRICE
STATE: ID ZIP: 83211

OWNER CODE: C

FIELD EXAM REQUIRED?

VERIFICATION REQUIRED DUE TO REMARKS?

NO REMARKS IN CLAIM

DATABASE
N

FIELD
EXAMINER
N

CONTACT PERSON: _____

PHONE NUMBER: (____) ____-____

DATE OF FIELD EXAM: ____/____/____

APPOINTMENT MADE: Y(____) N(____)

TIME: ____:____ A(____) P(____)

ACCOMPANIED BY: _____

PHONE NUMBER: (____) ____-____

RELATIONSHIP TO CLAIMANT: _____

DIRECTIONS TO PROPERTY / REMARKS:

A. AJ CLAIM: # A35-08574 PRIORITY DATE: 05-03-1985 STAGE: P/L
B. WR RECORD: # 35-08574 PRIORITY DATE: 05-03-1985 STAGE: P

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

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

REMARKS: As licensed

RECOMMENDED PRIORITY DATE:
05-03-1985

REVIEWED BY RMF DATE 1-26-94

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
A35-08574	07S	29E	21		SW	SE		POWER

OTHER AJ CLAIMS WITH SAME AJ POD
A PREFIX R PREFIX
A35-02845 NONE

WR RECORDS IN SAME 40 ACRE TRACT
35-02845

SOURCE: GROUNDWATER

TRIG:

B. WR POINT OF DIVERSION AND SOURCE:

RIGHT	TWP.	RGE.	SEC.	1/4	1/4	1/4	LOT	CNTY
35-08574	07S	29E	21		SW	SE		POWER

OTHER WR RECORDS WITH SAME WR POD

AJ CLAIMS IN SAME 40 ACRE TRACT
A PREFIX R PREFIX
A35-02845 NONE

35-02845

SOURCE: GROUNDWATER

TRIG:

C. FIELD EXAM REQUIRED?

DUE TO POD DISCREPANCY? (Y/N)
DUE TO SOURCE DISCREPANCY? (Y/N)

DATABASE
Y
N

FIELD
EXAMINER

REMARKS:

See license.

RECOMMENDED POINT(S) OF DIVERSION AND SOURCE:

TWP.	R&E.	SEC.	1/4	1/4	1/4	LOT	COUNTY
75	29E	21		SW	SE		
		28		SW	NE		

SOURCE: GROUNDWATER

TRIB:

REVIEWED BY:

RTH

DATE:

1-27-94

Remark F05 (35-02612, 35-02845)

A. ROOT WATER RIGHT NUMBERS: A35-08574

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	MR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
07S	29E	21	SW	SW		KOPP, BEN F.	A35-08574 720.0	35-08574 720.0	16.0		
TOTAL ACRES							A35-08574	20.00	20.00	16.00	

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

C. FIELD EXAM REQUIRED?

DUE TO POU DISCREPANCY? (Y/N)

DATABASE
Y

FIELD
EXAMINER
N

PRESUMPTION FLAG:

REMARKS:

As licensed.

RECOMMENDATIONS:

TOTAL ACRES:

20.0

REVIEWED BY:

RNF

DATE:

1-26-94

A. AJ CLAIMED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
A35-08574 IRRIGATION	FROM 04-01 TO ~~11-01~~ 10-31	.400 CFS
TOTAL DIVERSION RATE/VOLUME CLAIMED		.400 CFS

B. WR RECORDED USES:

PURPOSES	MONTH/DAY	DIVERSION QUANTITY
35-08574 IRRIGATION	FROM 04-01 TO 11-01	.400 CFS
TOTAL DIVERSION RATE/VOLUME CLAIMED		.400 CFS

PRESUMPTION FLAG:

C. FIELD EXAM REQUIRED?

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

D. PERIOD OF USE:

RECOMMEND AS CLAIMED? Y() N(☒)

RECOMMEND TO WR STANDARDS OR OTHER? Y(☒) N() EXPLAIN IN REMARKS, BELOW.

REMARKS:

As licensed.

A. DOES DIVERSION RATE CLAIMED AGREE WITH EXISTING RECORDS?

Y(☒) N(☐)

AJ TOTAL CLAIMED DIVERSION RATE: 0.400 CFS
WR ROOT RIGHT TOTAL DIVERSION RATE: 0.400 CFS

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

FLOW MEASUREMENT REQUIRED?

FIELD
DATABASE EXAMINER
Y N

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

B.

FLOW MEASUREMENT

MEASUREMENT METHOD n/a SEE ATTACHED CALCULATIONS.

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

OTHER RIGHTS LISTED IN CLAIM: 35-02874

NO CLAIMS FOUND WITH SAME POU AND IRRIGATION USAGE

NO RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION

D.

RATE/VOLUME CALCULATIONS: (IRRIGATION)

1A. IRRIGATION RATE

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

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

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

2. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = 70.0 AF/A

ACRES _____ X CONSUMPTIVE VOL. AF/A FOR AREA _____ =

TOTAL CONSUMPTIVE USE _____ AF/A

3. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = _____ AF/A

ACRES _____ X DIVERSION VOL. AF/A FOR AREA _____ =

TOTAL DIVERSION VOLUME _____ AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION:

SEE ATTACHED SHEET? Y() N()

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

As licensed.

RECOMMENDATIONS:

REC. PURPOSES	REC. PERIOD FROM TO	REC. DIV RATE CFS	REC. DIV VOL. AF/A	REC. CONS. USE
IRRIGATION	04-01 ~~11-01~~ 10-31	DATABASE EXAMINER 0.400 <u>0.40</u>	DATABASE EXAMINER <u>80.0</u>	DATABASE EXAMINER 70.0 <u>60.0</u>
TOTAL FOR THIS RIGHT		0.400		70.0

REVIEWED BY:

RME

DATE:

1-26-94

A. CHECK ONLY THE FOLLOWING THAT APPLY:

OWNERSHIP _____
FORFEIT/ABANDON _____
ADDITIONAL DIV. AMOUNT _____

ACCEPTED AS CLAIMED	NEEDS REVIEW
()	()
()	()
()	()

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 35-08574

TOTAL DIVERSION RATE OF WR SPLITS

DATABASE
0.400

EXAMINER

CFS

SPLITS:

OLD RIGHT
NUMBERS

CURRENT
CLAIM NUMBERS

DIVERSION
RATE

CURRENT "R"
CLAIM NUM.

"R" DIV.
RATE

WR RIGHT
NUMBERS

DIVERSION
RATE

-

A35-08574

0.400

-

35-08574

0.400

TOTAL CFS

0.400

0.400

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)

DATABASE
Y

FIELD
EXAMINER

REMARKS:

No splits.

AUTHENTICATION:

SIGNATURE:

Roxanne M. Flerty

DATE:

1-26-94

NAME OF FIELD EXAMINER:

TITLE:

Sr Title Resident

DELOG EC 2-10-97
OK Jen (for Carter)

RECEIVED
FEB 09 1999
Department of Water Resources
Eastern Region

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

Please print or type. Attach pages with additional information. Instructions are on the back of this page. *OK*
Incomplete forms will be returned.

1. Water Right or Adjudication Claim No(s): A3502612, A3502845, A3506574 *NCAP NCAP A3R*
2. The following **REQUIRED** information must be submitted with this form: *Domestic - 35-12617 - 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.

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PROFILED
SEP 13 2005

COPY

162284

Instrument #	8
Date	3:31 PM
By	Bonner & Faggis
SEP 29 1994	
POWER COUNTY AM FALLS	
S. SCHLESKE	
BY <i>Maurice Schleke</i>	
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 "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

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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	\$	_____

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SEP 13 2005

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

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SEP 13 2005

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.

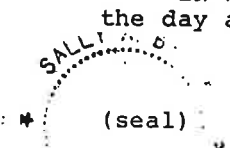


Sally A. Beitia
Notary Public for Idaho
Residing at: Am. Falls, ID

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

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SEP 13 2005

162543

REAL ESTATE AGREEMENT

Instrument #	8
Date	12:55 PM
By	Bowman & Jaggie
NOV 21 1994	
POWER COUNTY AM FALLS	
SHERMAN L. KOPP	
DEPUTY	

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.

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SEP 13 2005

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

WAIVER OF TRUTH IN LENDING REQUIREMENTS: Purchasers 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 Purchasers 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. Purchasers agree to pay and discharge all such taxes and assessments for the year 1994 and all subsequent years.

Sellers agree that Purchasers 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 Purchasers so elects to protest or contest any such taxes or assessments, Purchasers shall immediately notify Sellers thereof in writing, and Sellers agrees that so long as Purchasers shall, in good faith, diligently pursue or contest said taxes, that Purchasers 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: Purchasers shall be entitled to the possession of the above-described real and personal property on and after June 1, 1994. Thereafter, Purchasers shall have the right to the possession of said property so long as Purchasers 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 Purchasers until Purchasers have fully performed all of the terms, covenants and conditions of this Agreement.

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

Improvements

\$

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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

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SEP 13 2005

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.

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SEP 13 2005

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.

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SEP 13 2005

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., 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., 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

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SEP 13 2005

PAUL S. LAGGIS
ATTORNEY AT LAWRECEIVED
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

PROFILE

SCANNED
SEP 13 2005

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 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.

Salvador A. Ortiz
NOTARY PUBLIC FOR IDAHO

Residing at: American Falls
Commission expires: 9-11-98

(SEAL)

GIFTDEED.KOP

PROFILED

SCANNED
SEP 13 2005

GIFT DEED

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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~~⁴NE~~4~~⁴, NW~~4~~⁴SE~~4~~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 Kopp
BEN KOPP

Beatrice Kopp
BEATRICE KOPP

STATE OF IDAHO)
) ss.
County of Power)

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(SEAL)

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

GIFTDEED.KOP

PROFILED

SCANNED
SEP 13 2005

GIFT DEED

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

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GRANTORS:

BEN KOPP
BEN KOPP

Beatrice Kopp
BEATRICE KOPP

STATE OF IDAHO)
) ss.
County of Power)

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(SEAL)

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

GIFTDEED.KOP

PROFILED

SCANNED
SEP 13 2005

GIFT DEED

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GRANTORS:

Ben F. Kopp
BEN KOPP

Beatrice Kopp
BEATRICE KOPP

STATE OF IDAHO)
County of Power) ss.

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

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

(SEAL)

GIFTDEED.KOP

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SEP 13 2005

AJ0749NP
No. A35-08574

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

DATE: 02/18/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	SHERMAN KOPP	05/03/1985	IRRIGATION	04-01 11-01	0.40 CFS	
C	PHYLLIS KOPP					
	3975 WAPI RD			TOTAL DIVERSION:	0.40 CFS	
	AMERICAN FALLS ID 83211			CONSUMPTIVE USE:		70.00 AFA
	(208) 226-7279					

Water Source: GROUNDWATER

Tributary to:

Stage: PERMIT

Point(s) of Diversion:

T07S R29E S21

SWSE

POWER County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
07S	29E	21	:																	:	20.0
																				TOTAL ACRES	20.0

POU County: POWER

Non-Irrigation Uses: NONE

Other Rights: 35-02874

Conditions of Approval:

- 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.

Remarks: GEN CHANGED OWNERSHIP PER REQUEST/JH/2-17-99

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

SCANNED
SEP 13 2000

PROTECTED



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

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SEP 13 2005

AJ0743NP
(OD-124)

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

VERIFIED BY *R. McElrath*
1-26-94

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

Water Right Number - R35-08574

Prefix Translation: RESEARCH

Old (D) Number -

+ - - - - Last Name - - - - + + - First Name - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
KOPP

BEATRICE

1 - 2804 S VOLLMER LOOP
2 -
3 -

City- AMERICAN FALLS
Phone - 208-226-2753

State- ID Zip- 83211

KOPP

BEN F

1 - 2804 S VOLLMER LOOP
2 -
3 -

City- AMERICAN FALLS
Phone - 208-226-2753

State- ID Zip- 83211

+ - - Priority Date - - + + - - - Region - - - + + - - Stage - - - + + - - Status - - - +
05/03/1985 15 EASTERN L - LICENSE ✓

+ - - - - Source - - - - - + + - - - - Tributary - - - - - +
GROUNDWATER

+ - - - - Point of Diversion - - - - - +
Twn Rng Sec Tract Lot RFlg County

07S 29E 21 *SW* SW SE ✓ (77) POWER
28 *SW* SW NE ✓ (77) POWER

+ - - - - Water Use - - - - - +
Code Description Period From Period To Diversion Rate Diversion Volume
01 - IRRIGATION 04/01 10/31 ✓ 0.400 ✓ 80.00 ✓

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Consumptive Use - + + - KW Usage - +
0.400 ✓ 80.00 ✓ 60.0 ✓

+ - - - - Place of Use - - - - - +
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. ✓

SCANNED
SEP 13 2005

PROCESSED

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

01/26/94 16:27:19
Page 2

Water right number - R35-08574

Prefix Translation: RESEARCH

+ - - - - Old Water Right Numbers - - - - - +

+ - - - - Old Water Right Numbers - - - - - +
No Old Water Right Numbers Found

+ - - - - Conditions of Approval - - - - - +
No Conditions of Approval found.

+ - - - Decree Plaintiff - - - + + - - - Decree Defendant - - - + + - Decree Date - +
00/00/0000

+ - - - - Comments - - - - - +
No Comments Found

+ - - Audit Fields - - +
01/26/94 MCCARTHY

+ - - - - Adjudication Rights Dates and Flags Area - - - - - +

Court Report Filing	- 00/00/0000	Field Inspection Made	- 06/20/1991	Civil Case Number	- 39576
Objection Filed Date	- 00/00/0000	Field Inspection Flag	-	Old Case Number	-
Response Filed Date	- 00/00/0000	Verified Date	- 01/26/1994	Old Judicial District	-
Claim Received Date	- 03/30/1990	Last Amended Date	- 00/00/0000	Temporary Right	- P
		Receipt Number	X E012646	Water District	-
		POU Ownership Flag	- Y	Federal/State Indicator	- S
		Name Connector	- AND/OR	Presumption Flag	-
				Notice of Error Flag	-

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SEP 13 2005

PROFILING

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No. 35-8574

1. Owner: Ben F Kopp Phone No. 226-2753

Current Address: Rt #1 American Falls, Id 83211

2. Accompanied by: Sherm Kopp EXAM. DATE: 6-20-91

Address: 3975 Wapi Rd American Falls Phone No. 226-7279

Relationship to Permit Holder: Son

3. Source: groundwater tributary to _____

B. OVERLAP REVIEW

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

☐ Copies Attached

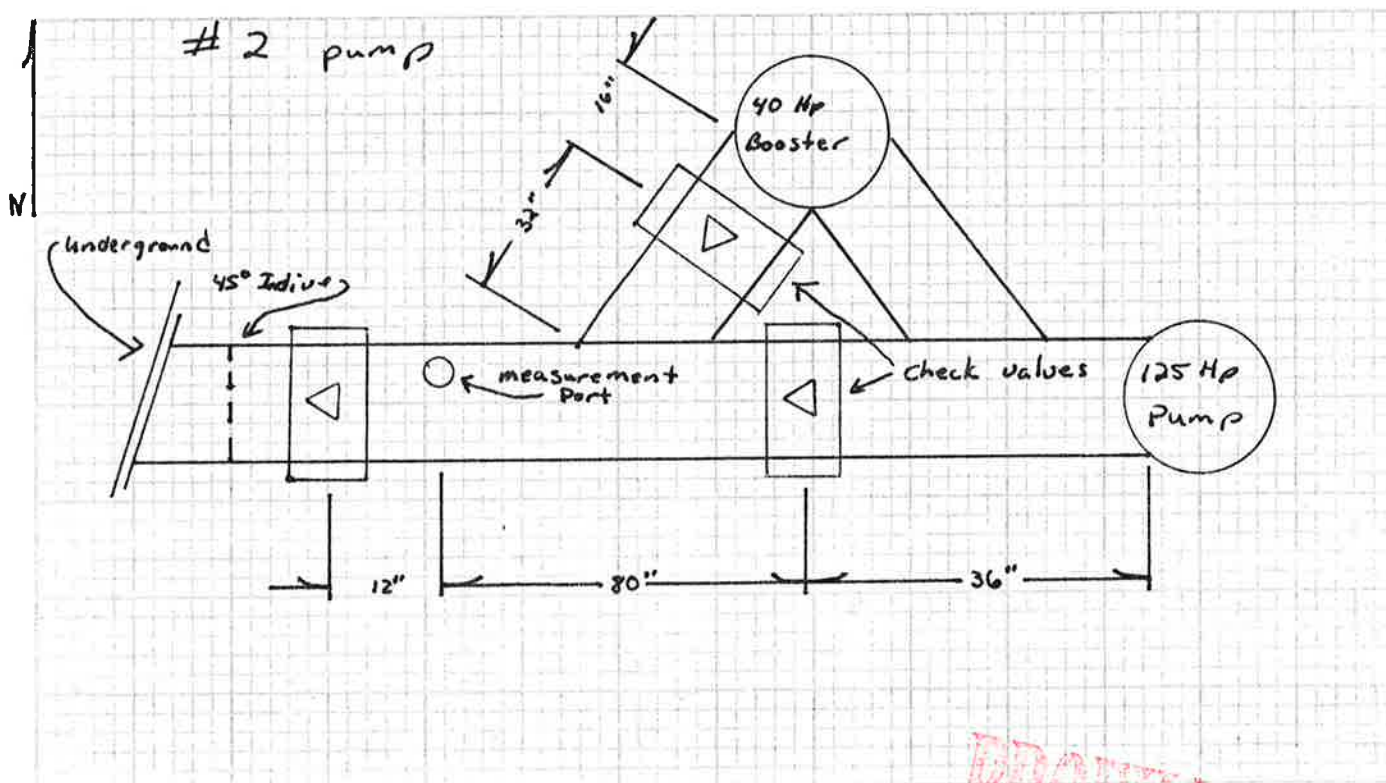
2. Other water rights with same point of diversion: 35-2612, 35-2845

☒ 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).

☒ Photo of Diversion and System Attached

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

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

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SEP 13 2005

System Description (continued)

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

250 Hp pump to 12" underground main line 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	PVJ 324001	Wintpath	#10038
#2	US Electric	125	1405975	Lagget 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

PROFILED
Do not use this space

SCANNED
SEP 13 2005

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	Annubar	Dieterich	7517-316-55		10.02	—
Halls Meter	Pitot	COX	—	120387	10"	—
Flow meter indicator	Manometer	IDWR	—	—	60"	—
Pressure Gauge	—	ascraft Rainbird			0-160	—

2. Measurements:

operating pressure 68 psi

E. FLOW CALCULATIONS

☒ Additional Computation Sheets Attached

1. Measured Method:

$$\frac{250 \text{ HP} (8.814) (.70)}{170' + (68 \text{ psi} \times 2.308)} = \frac{165 \text{ HP} (8.814) (.70)}{170' + (68 \text{ psi} \times 2.308)} = 1395.79 \text{ gpm}$$

2. Alternate Method for Checking Purposes:

$$5 \times 31 \times 5.879 \text{ gpm} = 909.99 \text{ gpm} + (2 \times 31 \times 5.879 \text{ gpm}) + 2200 \text{ gpm} = 3473.89 \text{ gpm}$$

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:

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H. REMARKS AND OVERLAP REVIEW ANALYSIS

OVERLAP WITH POINTS OF DIVERSION FOR 35-02612 & 35-02845. NO
OVERLAP WITH PLACES OF USE.

RECOMMEND AMENDMENT TO REFLECT ADDITIONAL P/D in SW SWNE
28-7S-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.

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PROFILED

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)

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

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

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

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

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

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

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

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

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

DATE: 6-20-21

PERMIT # 35-8574

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

COX/HALL METER # 120387

SYSTEM NAME/NUMBER Pump #1

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 = [(PI/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

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SEP 12 2005
MEASURED BY
Day
PROFILED

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

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 3.94

DIFFERENTIAL PRESSURE READING IN INCHES OF H₂O (H)

High Reading = 26.9

Low Reading = 12.8

High - Low = H = 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)

68 ps.
170'

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SEP 13 2005

35-9574

Point of #2
Diversion

Place of Use

14
2025-04
2025-04-23

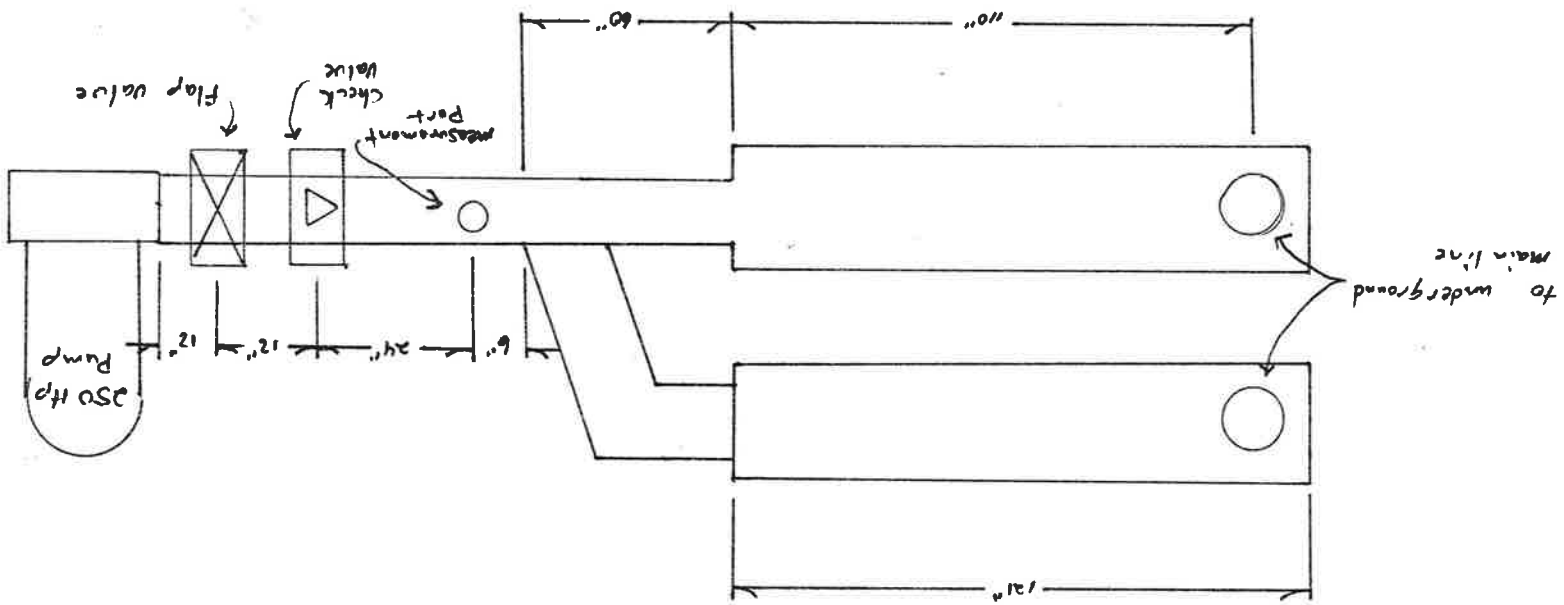
33

32

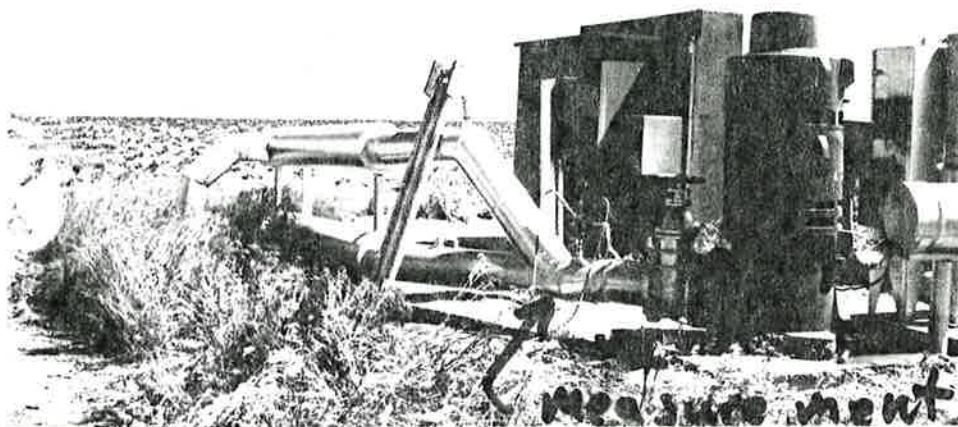
SEP 13 1964

PROTILED

1 pump



35-8574
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SEP 13 2005

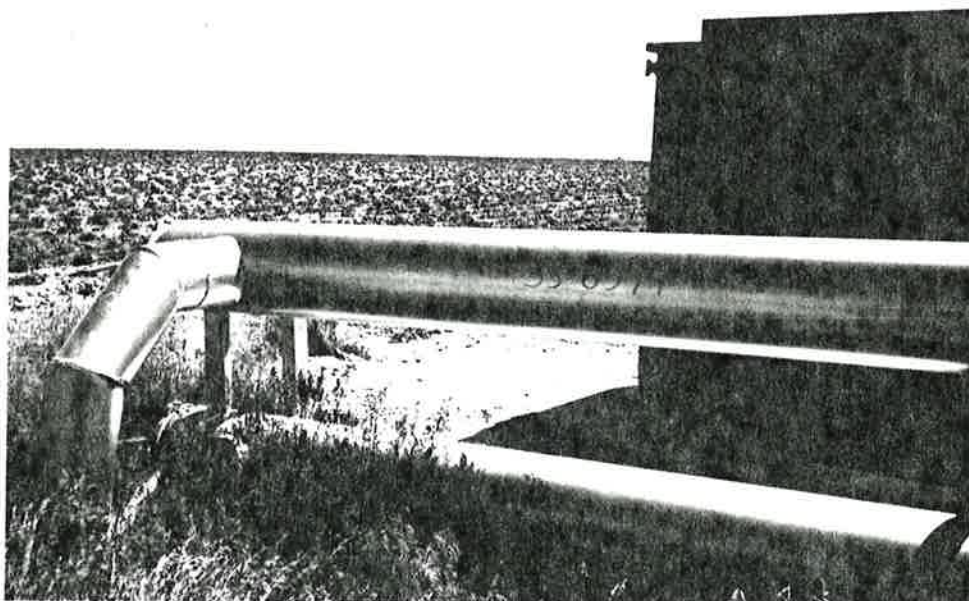


35-8574



35-8574

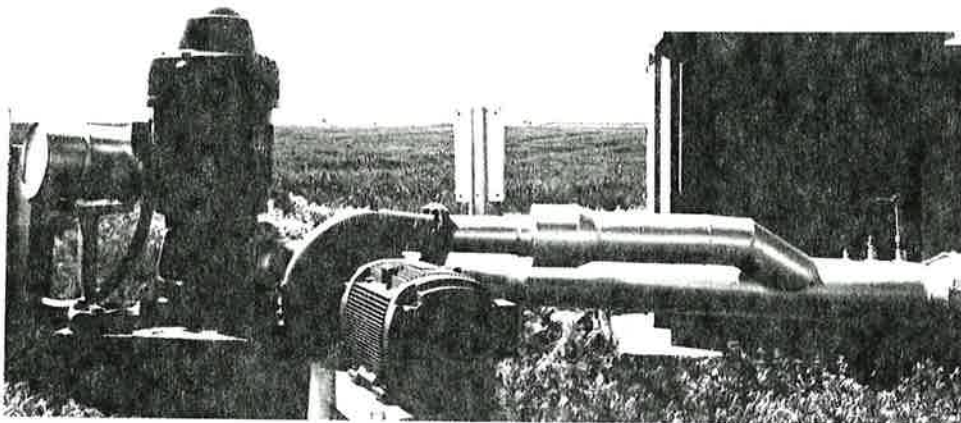
Point of Diversion
1



PROFILING

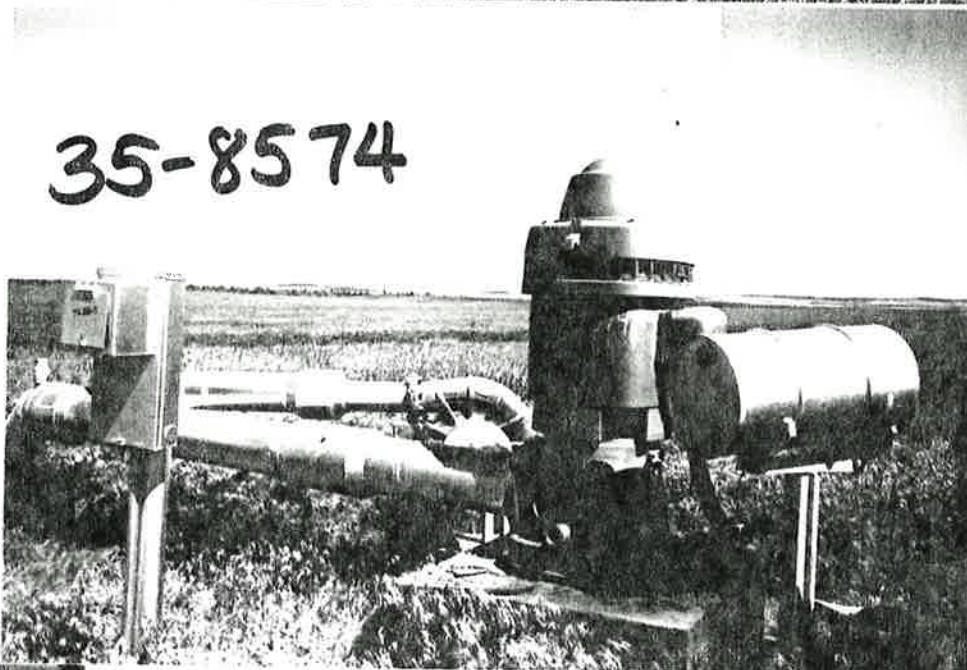
35-8574

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SEP 13 2005

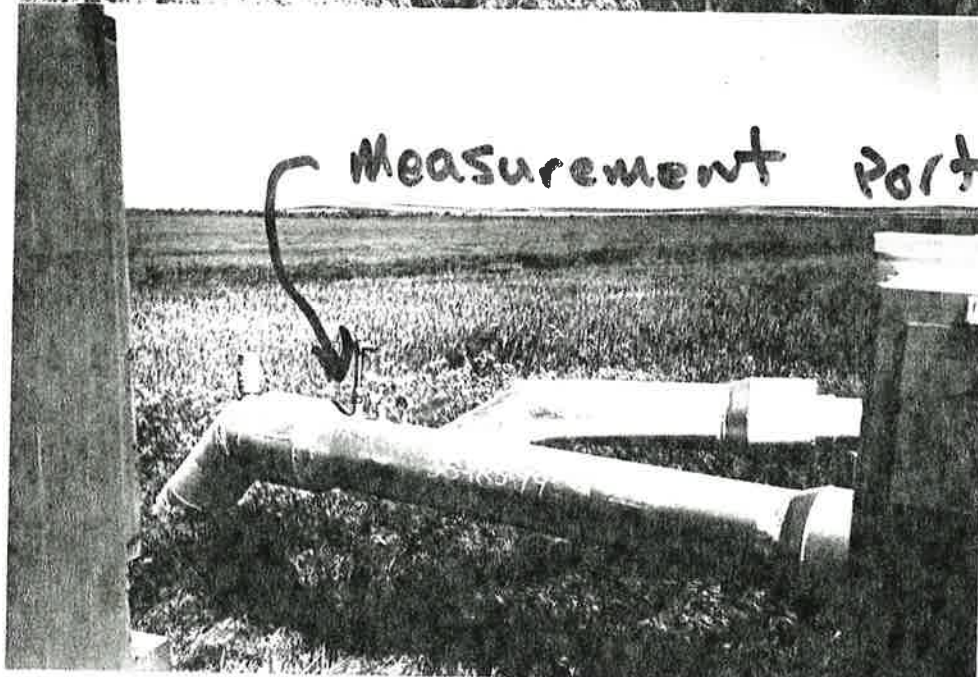


35-8574

35-8574



Point of Diversion
#2



Measurement Port

35-8574

SEP 13 2005

PROVIDE

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 <u>source</u> and/or <u>tributary</u> 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 review</u> completed?	☒	☐	☐	☐
If this claim is <u>not being</u> recommended, 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> ?		☒	☐	☐

A/D 10A. Tract
shownSCANNED
SEP 13 2005

* See attachment for additional information or explanation.

Quality control review by EN date 9-4-94 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: #1167 SWSE, Sec. 21, Township 07S, Range 29E
#1151 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.

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SEP 13 2005

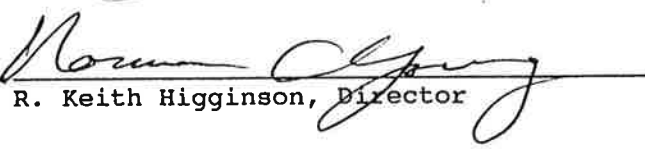
State of Idaho
Department of Water Resources

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

PROVIDED

SCANNED
SEP 13 2005

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.

PROFILED

SCANNED
SEP 13 2005

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 gw # 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.

R. Keith Higginson
Acting for R. Keith Higginson, Director

7000

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 435-08574
Date Received 3-30-90
Receipt Number EO12646

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

RECEIVED

MAR 30 1990

Department of Water Resources
Eastern District Office

Please type or print clearly

1. Name of Claimant (s) Ben F. Kopp and Beatrice Kopp Phone (208) 226-2753
Mailing Address 2804 S. Vollmer Loop, American Falls, ID Zip 83211

2. Date of Priority (Only one (1) per claim) April 1, 1976 (35-8574)

3. Source of water supply (a) groundwater
which is tributary to (b) _____

4. a. Location of existing point of diversion is: Township 7S Range 29E Section 21,
_____ 1/4 of SW 1/4 of SE 1/4, Govt. Lot, _____ B.M., County of _____ Power _____

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____
_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.

Well 20" to 250' and 16" to 350' with 125hp motor and 40hp booster.
14" mainline with 6" lateral half-mile linear.

A3508574



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DEC 10 1992

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For irrigation purposes from 4/1 to 11/1 amount .4 or 70

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) .4 (cfs) and/or (b) 70 (acre feet)

8. Total consumptive use claimed is 70 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) _____

10. Description of place of use:

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

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
7S	29E	21											20						20

Total number of acres irrigated 20

11. In which county (ies) are lands listed above as place of use located? Power

12. Do you own the property listed above as place of use? Yes x No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above. _____ or None (x)

14. Remarks: Well expansion of permit #G-33291 on April 1, 1976 with
beneficial use applied annually since 1976.

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Last Name KOPP Ident No. _____

Copies: White -State, Yellow-Claimant

Scale: 2 inches equals 1 mile

21

Point of Diversion

MICROFILMED

MICROFILMED

DEC 10 1992

Copies: White-State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License- _____ Permit 35-8574
Decree _____
If applicable provide IDWR Water Right Number _____
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. 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 x wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Don F. Kopp Date 28 March 1990

Beatrice Kopp Date 28 March 1990

For Organizations: I do solemnly swear or affirm that I am _____

Title _____
of _____, that I have signed the foregoing
Organization

document in the space below as _____ of _____
Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or _____)
County of Bannock) SS.

Subscribed and sworn (or affirmed) before me this 28th day of March 19 90

SEAL

Notary Public John B. Kugler

Residing at Pocatello, Idaho

My Commission Expires July 17, 1993

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, John B. Kugler will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature John B. Kugler

Address P.O. Box 4943, Pocatello, ID 83205

Date 28 March 1990

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DEC 10 1992

Last Name KOPP Ident. Number _____

Copies White-State, Yellow-Claimant

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: A35-08574
Date Received: 4/02/1990
Receipt No: E012646
Received By: DC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BEN F. KOPP 208-226-2753
Address: 2804 S. VOLLMER LOOP
AMERICAN FALLS, ID 83211
AND
Name: BEATRICE KOPP 208-226-2753
Address: 2804 S. VOLLMER LOOP
AMERICAN FALLS, ID 83211
2. Date of Priority: MAY 03, 1985
3. Source: GROUNDWATER Trib. to:
4. Point of Diversion:
- | Township | Range | Section | 1/4 of | 1/4 of | 1/4 | Lot | County |
|----------|-------|---------|--------|--------|-----|-----|--------|
| 07S | 29E | 21 | SW | | SE | | POWER |
5. Description of diverting works:
WELL/PUMP TO MAINLINE AND LATERALS
6. Water is used for the following purposes:
- | Purpose | From | To | C.F.S. | (or) | A.F.A. |
|------------|-------|-------|--------|------|--------|
| IRRIGATION | 04/01 | 11/01 | 0.400 | | |
7. Total Quantity Appropriated is:
0.400 C.F.S. (and/or) A.F.A.
8. Total consumptive use is 70.0 Acre Feet Per Annum.
9. Non-irrigation uses:
NONE

A35-08574

Page 1

Date: 04/02/90

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10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
07S	29E	21	SW	SW		IRR	20.0
Section Acres							20.0
Total Acres							20.0

11. Place of use in counties: POWER

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

13. Other Water Rights Used:
35-02874

14. Remarks:

15. Basis of Claim: PERMIT

State of Idaho
Department of Water Resources

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WATER RIGHT LICENSE

Department of Water Resources
Eastern District Office

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:
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>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.

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APR 15 1994

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

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