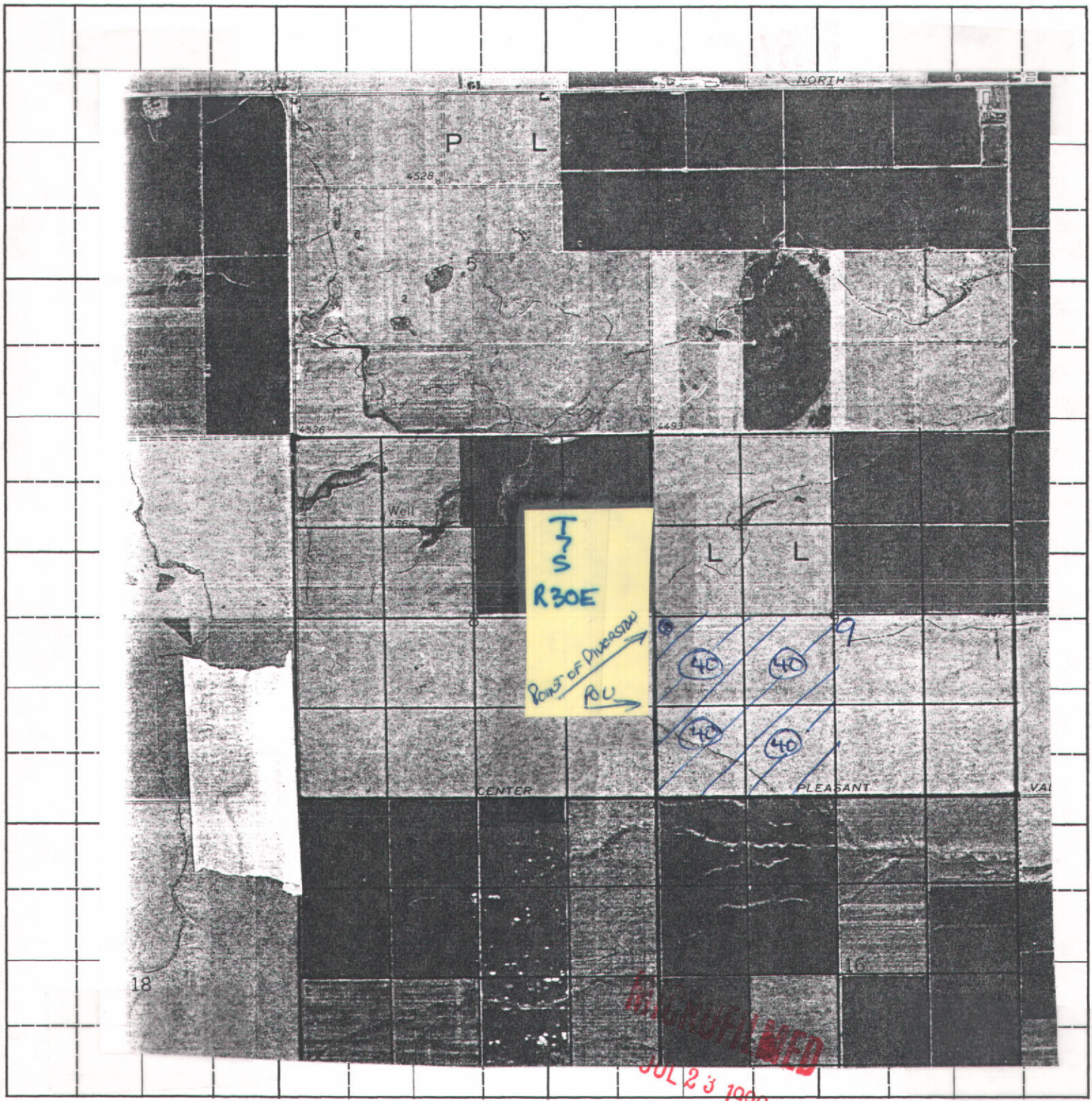
13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile.

RECEIVED
JUL 23 1990

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

James Diede
(Applicant)

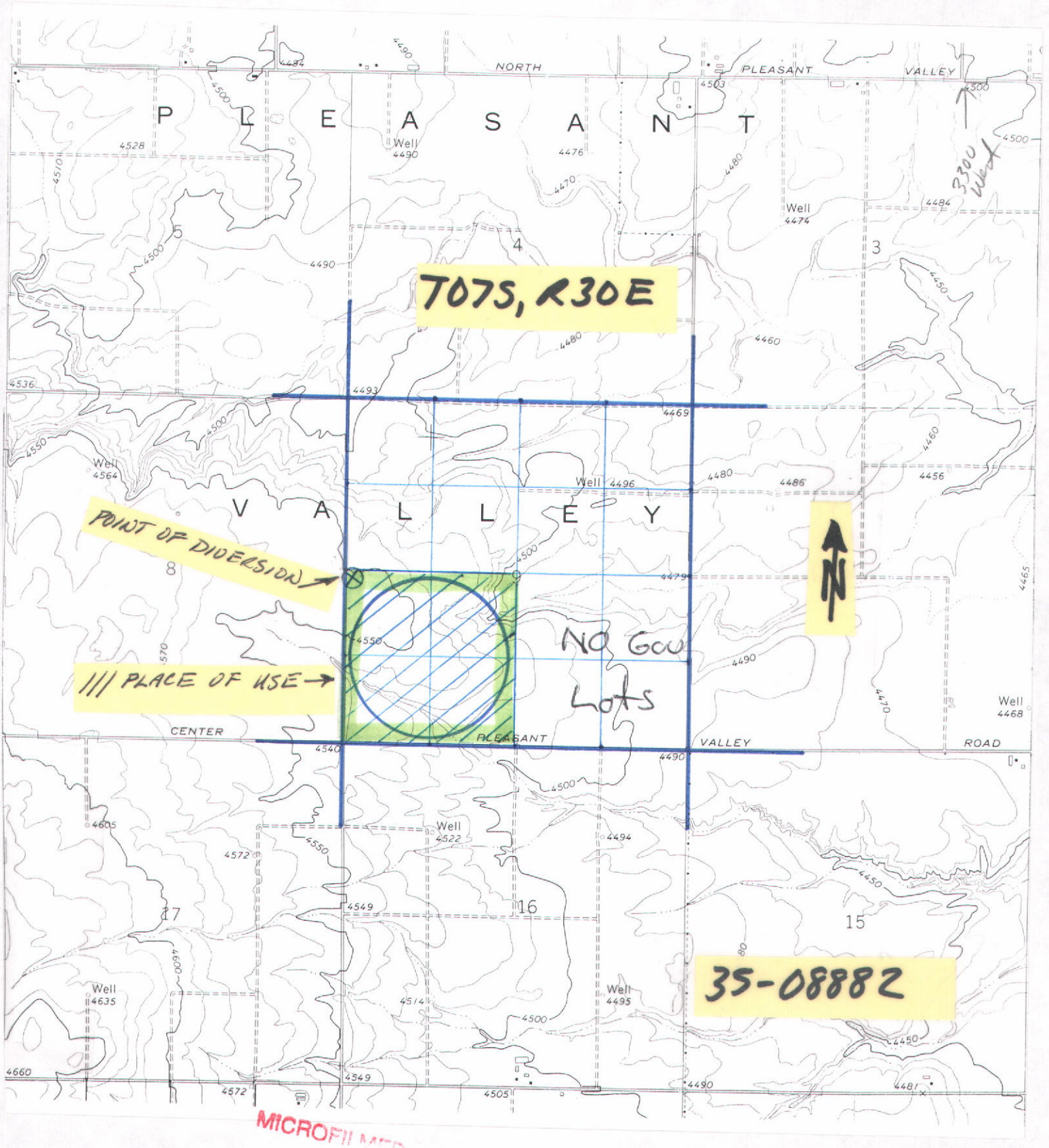
Idaho Dept. of Water Resources
Place of Use Comparison Report

Type	WR #	Owner	Source	TRS	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	Total
Permit	35 8882	DEBBIE TIEDE, JAMES B TIEDE,	GROUND WATER	07S30E9									40	40	40	40					160
Permit	35 8938	RALPH BREDING, NORTHWEST FARM CREDIT SERVICES ACA,	GROUND WATER	07S30E9													40	40	40	40	160
Rec	35 7068	VERN R DUFFIN,	GROUND WATER	07S30E9	39.5	40	40	39.5													159
Rec	35 7134	HELEN DALKE,	GROUND WATER	07S30E9					40	40	40	40									160
Rec	35 7871	JAMES B TIEDE, DEBBIE TIEDE,	GROUND WATER	07S30E9									38	39	36	37					150
Right	35 7068	VERN R DUFFIN,	GROUND WATER	07S30E9	40	40	40	40													160
Right	35 7134	HELEN DALKE,	GROUND WATER	07S30E9					40	40	40	40									160
Right	35 7871	J & T FARMS,	GROUND WATER	07S30E9									38	39	36	37					150
Right	35 8882	JAMES B TIEDE, DEBBIE TIEDE,	GROUND WATER	07S30E9									40	40	39	39					158

OL w/35-07871

158 ac x 0.02 = 3.16 needed
- 1.25 (Lic 35-07871)
1.91 needed for this permit

158 x 4.0 = 632. AF
600. (Lic 35-07871)
32.



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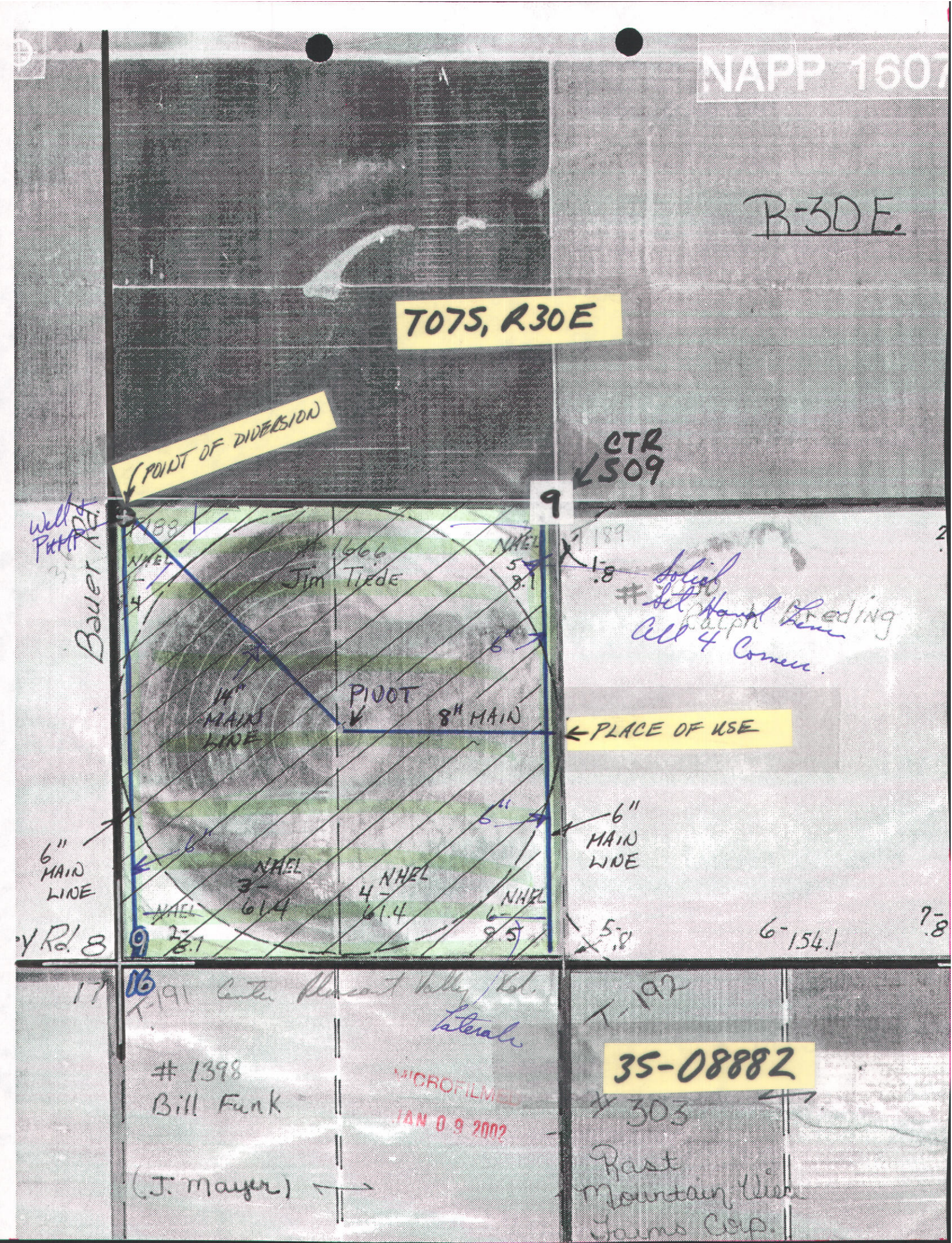
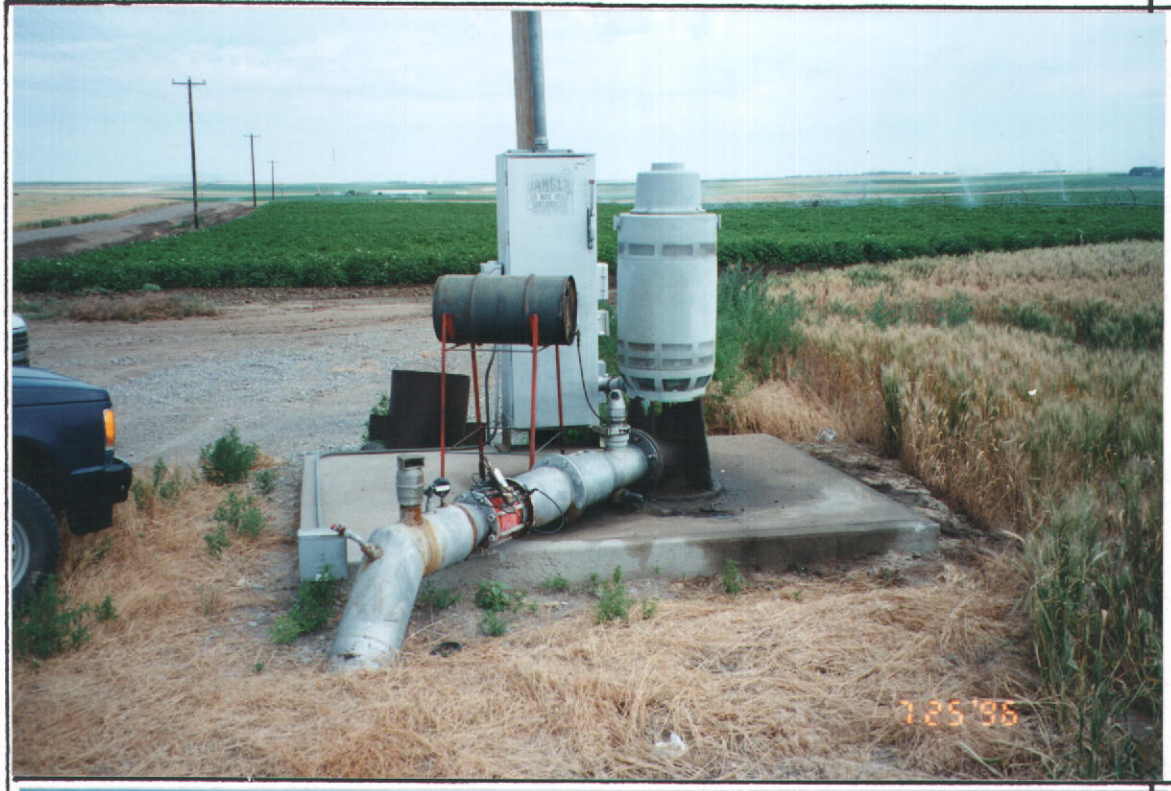

NAPP 1607
R-30E.
T07S, R30E
POINT OF DIVERSION
CTR
L509
9
Well & Pump
Bauer Rd.
#1666
Jim Tiede
NHEL
5-8.1
14" MAIN LINE
PIVOT
8" MAIN
PLACE OF USE
6" MAIN LINE
6" MAIN LINE
NHEL
3-61.4
NHEL
4-61.4
NHEL
6-9.5
NHEL
2-8.1
6-154.1
Solid Set Hand Feeding
All 4 Corners.
#1398
Bill Funk
(J. Mayer)
MICROFILMED
JAN 09 2002
35-08882
#303
Rast Mountain View Farms Corp.

JAMES TIEDE

IRRIGATION

1 of 3



VIEW OF POINT OF DIVERSION

VIEW NORTH PLACE OF USE

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JAN 0 9 2002

PERMIT NUMBER 35-08882

JAMES TIEDE

IRRIGATION

2 of 3

VIEW NORTH EAST ~~POINT OF~~ PLACE OF USE

VIEW EAST, NORTH EAST PLACE OF USE

MICROFILMED
JAN 0 9 2002

PERMIT NUMBER 35-08882

JAMES TIEDE

IRRIGATION

3 of 3

VIEW SOUTHEAST PLACE OF USE

VIEW SOUTH PLACE OF USE

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JAN 0 9 2002

PERMIT NUMBER 35-08882

State of Idaho
Department of Water Resources

Water Right License

WATER RIGHT NO. 35-08882

Priority: January 31,1990

Maximum Diversion Rate: 1.91 CFS
Maximum Diversion Volume: 32.0 AF

It is hereby certified that JAMES B TIEDE OR DEBBIE TIEDE
2702 RUSSETT RD
AMERICAN FALLS ID 83211 have complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated January 29, 1990; and have submitted Proof of Beneficial Use on August 03, 1994. An examination indicates that the works have a diversion capacity of 3.3 cfs of water from:

SOURCE
GROUND WATER

and a water right has been established as follows:

BENEFICIAL USE	PERIOD OF USE	DIVERSION RATE	ANNUAL DIVERSION VOLUME
IRRIGATION	04/01 to 10/31	1.91 CFS	32.0 AF

LOCATION OF POINT OF DIVERSION:
GROUND WATER NW¼NW¼SW¼ Sec. 9, Twp 07S, Rge 30E, B.M., POWER County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07S 30E 9									40.0	40.0	39.0	39.0					158.0

Total Acres: 158

CONDITIONS OF APPROVAL

1. Right 35-07871 is also diverted through the point of diversion described above.
2. Rights 35-07871 and 35-08882 when combined shall not exceed the irrigation of 158 acres.
3. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.
4. The use of water under this right shall not give rise to any claim against the holder of a senior water right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. The water right confirmed by this license is subject to all prior water rights and shall be used in accordance with Idaho law and applicable rules of the Department of Water Resources.

Signed and sealed this 14TH day of DECEMBER, 2001.

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Acting for KARL J. DREHER
Director

Form 42-248(6) July, 2000

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DEC 12 2001
Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Security Interest in a Water Right

And Request for Notification of a Change in Ownership or Any Proposed Or Final Action to Amend, Transfer, or Otherwise Modify a Water Right

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 No(s).: 35-08882

   Adjudication Claim No(s).: _____

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

   A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION**.

   B) **A FEE** of $25.00 per water right or adjudication claim.

3. Name and Mailing Address of Person or Company holding Security Interest

   Idaho Agricultural Credit Association
   P.O. Box 300
   American Falls, ID 83211

4. Name of Water Right Owner/Claimant(s)

   James B. Tiede and Debra E. Tiede

5. Expiration Date of Notification Period February 1, 2011

6. Is this a Renewal of Request for Notification? ☐ YES ☑ NO

7. Signature(s) (and title if applicable) Bart Brown Ass't V.P.

   Bart Brown - Ass't Vice President
   Idaho Agricultural Credit Association

For Office Use Only
Received by J. Mace Date 12-12-01 Fee $25.00
Receipted by J. Mace Date 12-12-01 Receipt No. C058436
Processed by _____ AJ Date _____ WR _____ Date _____

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Recording Requested by:

WHEN RECORDED MAIL TO:

Loan No.: 231-007-0004234944-2798601-101

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this January 22, 2001 between JAMES B. TIEDE aka JAMES TIEDE and DEBRA E. TIEDE, husband and wife, whose address is 2702 S Russet Road American Falls, Idaho 83211 hereinafter called "Mortgagor", and IDAHO AGRICULTURAL CREDIT ASSOCIATION hereinafter called "Mortgagee", a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business at 188 W. Judicial P.O. Box 985, Blackfoot, Idaho 83221.

WITNESSETH: That Mortgagor IRREVOCABLY GRANTS, BARGAINS, SELLS, CONVEYS AND ASSIGNS unto Mortgagee together with right of entry and possession the following described real property situated in the County(ies) of Power, State of Idaho:

Township 7 South, Range 30 East Boise Meridian, Power County, Idaho
Section 9: SW¼

TOGETHER WITH:

1 - GE 200hp Electric Motor Serial #KRJ1010109
1 - Johnston Turbine Pump Serial #5K6278XH1A
Est. 1.5 mile Buried Mainline
1 - Valley 1/4 mile Pivot Serial #24288
6 - 1/4 mile Hand Lines

TOGETHER WITH: All 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, as well as all additions and replacements thereof, hereby declared appurtenant thereto and which are more particularly described above.

TOGETHER WITH: Idaho Department of Water Resources License Number A35-07871, 1.25 cfs, priority date September 17, 1979.

TOGETHER WITH: Idaho Department of Water Resources Permit Number 35-08882, 1.89 cfs, priority date January 31, 1990.

This real estate mortgage is also intended to be a fixture filing and to be indexed not only as a mortgage but also as a fixture filing.

176739

INSTRUMENT #
TIME 3:00 PM
REQ. OF IACA
FEB 15 2001
POWER COUNTY AM. FALLS
CHRISTINE STEINLICHT
BY Maureen Schelske DEPUTY Fee 15.00

TOGETHER WITH: all buildings, structures, equipment, fixtures (including trees, vines and shrubs) and improvements of every kind and description now or hereafter constructed or placed thereon; all standing timber and timber to be cut located thereon; all existing and future water rights, however evidenced, to the use of water for irrigation, livestock and domestic purposes, including irrigation and watering equipment and systems, ditches, laterals, conduits, and rights-of-way used to convey such water or to drain the above-described property, all of which rights are hereby made appurtenant to the property, and all pumping plants, electrical generators, wind machines, and fencing and storage tanks, now or hereafter used in connection with the property, all of which are hereby declared to be fixtures; all grazing rights, leases, permits and licenses; all oil, gas, and mineral leases, permits and rights used with the property; and all tenements, hereditaments, easements, rights-of-way and appurtenances to the property (hereafter collectively referred to as the "Property").

MORTGAGOR ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Mortgagee all the rents, royalties, issues, profits, revenue, income and other benefits of the property arising from the use or enjoyment of all or any portion thereof or from any lease, mineral lease, or agreement pertaining thereto (collectively the "Rents"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Mortgagor by Paragraph B.3 hereof.

FOR THE PURPOSE OF SECURING: (1) payment of the indebtedness or obligations evidenced by the following promissory note(s) and/or guaranties executed by Mortgagor and/or others to the Mortgagee at the times, in the manner and with interest as therein set forth **(notes may contain variable or adjustable rate provisions)**:

DATE OF NOTE	MATURITY DATE	AMOUNT OF NOTE
January 22, 2001	February 1, 2002	$2,178,166.00
October 15, 1996	January 1, 2003	$ 173,200.00

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(2) the payment of such additional loans or advances, including advances under a revolving line of credit, with interest thereon, as hereafter may be made to Mortgagor, or Mortgagor's successors or assigns, and/or to parties whose obligation Mortgagor is guaranteeing, evidenced by a promissory note or otherwise and any obligations evidenced by any guaranties executed by Mortgagor in favor of Mortgagee; PROVIDED HOWEVER, THAT, such additional loans, advances, guaranty obligations shall be secured by this Mortgage only if the promissory note, guaranty, or other document evidencing such loans or advances shall recite that it is to be secured by this Mortgage; (3) the payment of any substitute notes, renewals, reamortizations, and extensions of all indebtedness secured by this Mortgage; (4) the performance of every obligation and agreement of Mortgagor whether contained or incorporated by reference in this Mortgage, or contained in any loan document or guaranty executed by Mortgagor in favor of Mortgagee, with respect to any loan, advance, or guaranty secured by this Mortgage; and (5) the payment of all sums expended or advanced by Mortgagee under or pursuant to the terms of this Mortgage, together with interest thereon as herein provided. The continuing validity and priority of this Mortgage as security for future loans, advances or guaranties shall not be impaired by the fact that at certain times hereafter there may exist no outstanding indebtedness from Mortgagor to Mortgagee or no commitment to make loans or advances.

A. TO PROTECT THE SECURITY OF THIS MORTGAGE, MORTGAGOR AGREES:

1. To use loan proceeds solely for the purposes set forth in the loan application(s) or agreements; to comply with the Farm Credit Act of 1971, as amended, and/or the regulations of the Farm Credit Administration, now existing or as hereafter amended.

2. To keep the Property in good condition, working order and repair; care for the Property in accordance with standards of good husbandry and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed, and fumigated; not to remove, destroy or suffer the removal or destruction of any building, fence, canal, well or other improvements or fixtures thereon; not to remove, replace or alter any horticultural or viticultural tree, vine or shrub planted thereon without the prior written consent of Mortgagee, except in the ordinary course of business; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Mortgagor under any lease of the Property.

3. To provide, maintain and deliver to Mortgagee fire and all other types of insurance of the type and in amounts as Mortgagee may require, with loss payable clauses solely in favor of Mortgagee. In the event of loss, the insurance proceeds, or any part thereof, may be applied by Mortgagee, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Mortgagor shall fail to provide satisfactory hazard insurance, Mortgagee may procure, on Mortgagor's behalf, insurance in favor of Mortgagee alone. If insurance cannot be secured by Mortgagor to provide the required coverage, such inability shall constitute an event of default hereunder.

4. To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Mortgagee; Mortgagee may appear in and litigate any such action or proceedings, including any bankruptcy, partition or condemnation proceeding, affecting the Property, or Mortgagee's interest therein, in which event Mortgagor agrees to pay all costs and expenses thereof, including attorney's fees and costs of securing evidence of title.

5. To pay on or before the due date all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens, on the Property or any part thereof, which at any time appear to be prior or superior hereto.

6. In case of any suit to foreclose this Mortgage or to collect any charge arising out of the debt hereby secured, or of any suit which the Mortgagee may deem necessary to prosecute or defend to effect or protect the lien herein, including any proceeding in bankruptcy, or if Mortgagee retains an attorney to advise Mortgagee in connection with this Mortgage or any other agreement related to the indebtedness secured by this Mortgage, Mortgagor agrees to pay a reasonable sum as attorney's fees and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching the records and abstracting or insuring the title, and such sums, costs and expenses shall be secured hereby and shall be included in any decree of foreclosure. The fees and costs described herein and elsewhere in this Mortgage shall be in addition to those set forth in the loan agreement or any other written agreement between Mortgagor and Mortgagee.

7. Should Mortgagor fail to make any payment or to do any act as provided for in this Mortgage, then Mortgagee, but without obligation to do so and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the Property, Mortgagee being authorized to enter upon the Property for such purposes; commence, appear in and litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee, including any bankruptcy proceeding affecting the Property; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefore, including attorney's, accountant's, appraisal, and environmental fees, and costs of securing evidence of title, and all amounts so expended shall be obligations of Mortgagor secured by this Mortgage. Nothing contained herein shall prohibit Mortgagee from entering the Property, at a reasonable time and upon reasonable notice to Mortgagor, without incurring or assuming any obligations or liabilities whatsoever, for the sole purpose of inspecting the Property.

8. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the note or notes secured by this Mortgage. In the event that such sums are not immediately paid, they shall be added, along with the appropriate amount of capital stock or participation certificates, to the principal balance of the indebtedness secured hereby and shall accrue interest as herein set forth. All such sums shall be secured hereby.

9. Environmental Representations, Warranties and Covenants.

(a) Except as disclosed in writing to Mortgagee, or except as otherwise provided in any loan agreement between Mortgagee and Mortgagor which specifically refers to the Property, to the best knowledge of Mortgagor after due inquiry, Mortgagor hereby further represents, warrants and covenants as follows:

(i) No pollutants, contaminants (including oil or other petroleum products), toxic or hazardous substances, or solid or hazardous wastes, as such terms are defined under any federal, state or local Environmental Law, regulation or ordinance (hereinafter "Contaminants") have been, are being or will be generated, manufactured, produced, stored, disposed of, discharged, released, threatened to be released, or otherwise allowed to migrate or escape on, under or from the Property in such quantities or concentrations as would violate any federal, state or local Environmental Law, regulation or ordinance or as would require Mortgagor to report such condition to any governmental authority or to undertake removal or remedial action to clean up such contaminants;

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(ii) No Contaminants are located on, in or under any property located adjacent to the Property in such quantities or concentrations as would constitute a violation of any Environmental Law or as would require the owner of the adjacent property to report such condition to any governmental authority or to undertake removal or remedial action to clean up such Contaminants;

(iii) Neither the Property, nor any portion thereof, nor any adjacent property or portion thereof, has been or is proposed to be listed under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.), or any analogous state law. Mortgagor shall immediately notify Mortgagee if Mortgagor acquires any information concerning the listing or proposed listing of the Property or any adjacent property and shall provide Mortgagee with any documents in Mortgagor's possession relative thereto;

(iv) No hazardous wastes, as defined under the Federal Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), or any analogous state law ("Hazardous Wastes"), have been, are being or will be stored or treated in surface impoundments or other structures or facilities located on the property that are partially or entirely below the ground surface;

(v) No litigation, investigation, administrative order, consent order, agreements, or other action, proceeding or settlement (hereinafter "Action") has previously been brought, is now pending, or to the best knowledge of Mortgagor threatened against or anticipated by Mortgagor, with respect to Mortgagor's use or management of Hazardous Materials or Hazardous Wastes or the environmental condition of the Property, including any underlying groundwater. Upon learning thereof, Mortgagor shall immediately notify Mortgagee of any such Action or threatened Action and provide Mortgagee with copies of all documentation relative thereto; and

(vi) Except as disclosed in writing to Mortgagee, no underground tanks, wells (except domestic water wells), septic tanks, ponds, pits or any other storage tanks ("Tanks") (whether currently in use or abandoned) are or were located on or under the Property and no Tanks are or were serving the Property described herein. With respect to any Tanks disclosed in writing to Mortgagee, Mortgagor shall comply with all federal, state and local laws, regulations and ordinances and any requirements of city or county fire departments, applicable to the maintenance and use of such Tanks, including, without limitation, Title 40 of the Code of Federal Regulations Part 112.

(b) Nothing herein shall be deemed to prohibit Mortgagor from (i) using, handling or storing hazardous materials or substances, as defined under any federal, state or local law, regulation or ordinance ("Hazardous Materials") or (ii) storing or treating non-hazardous wastes, so long as such activities are carried out (a) in a good and husbandlike manner in the ordinary course of business, and (b) in compliance with all applicable environmental laws, regulations, permits, orders or other requirements.

(c) In the event that Mortgagor is in breach of any of its representations, warranties or covenants as set forth above, Mortgagor, at its sole expense, shall take all action required, including environmental cleanup of the Property, to comply with the representations, warranties and covenants herein or applicable legal requirements and, in any event, shall take all action deemed necessary by appropriate governmental authorities. Mortgagee shall have the right, but not the obligation, to advise appropriate governmental authorities of any environmental condition on or affecting the Property that constitutes or may constitute a breach of Mortgagor's obligations hereunder.

(d) Mortgagor and its successors and assigns shall indemnify, defend, protect, and hold harmless Mortgagee, its directors, officers, employees, agents, shareholders, successors and assigns and their officers, employees or agents, from and against any and all claims, suits, damages, liens, losses, liabilities, interest, judgments, response and cleanup costs, demands, actions, causes of action, injuries, administrative proceedings and orders, consent agreements and orders, penalties, costs and expenses (including any fees and expenses incurred in enforcing this indemnity, any out-of-pocket litigation costs and the reasonable fees and expenses of counsel) of any kind whatsoever ("Claims") paid, incurred or suffered by, or asserted against Mortgagee, including but not limited to Claims arising out of loss of life, injury to persons, trespass or damage to or contamination of property or natural resources, or injury to business, in connection with or arising out of the activities of Mortgagor on the Property, Mortgagor's predecessors in interest, third parties who have been invited, permitted or trespassed on the Property, or parties in a contractual relationship with Mortgagor, or any of them, or which directly or indirectly arise out of or result from or in any way connected with the Property, whether or not caused by Mortgagor or within the control of Mortgagor, including without limitation: (i) the presence, use, generation, treatment, storage, disposal, release, threatened release, or discharge of any Hazardous Material or Contaminant at or from the Property and/or the cleanup of Hazardous Materials or Contaminants within, on or under the Property; (ii) Mortgagor's breach of any of the representations, warranties and covenants contained herein; and (iii) Mortgagor's violation or alleged violation of any applicable Environmental Law, regulation or ordinance.

(e) Mortgagor's representations, warranties, covenants and indemnities contained herein shall survive the occurrence of any event whatsoever, including without limitation the payoff of any promissory note(s) secured hereby, the release or foreclosure of this Mortgage, the acceptance by Mortgagee of a deed in lieu of foreclosure, or any transfer or abandonment of the Property.

(f) The term "Environmental Law" shall mean any federal, state or local law, statute, ordinance, or regulation, now in effect or hereinafter enacted, pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including but not limited to enactments requiring the removal or containment of asbestos-containing materials in private buildings.

(g) Mortgagor shall permit, or cause any tenant of Mortgagor to permit, Mortgagee or its agents, or independent contractors to enter and inspect the Property at any reasonable time for purposes of determining, as Mortgagee deems necessary or desirable: (i) the existence, location and nature of any Hazardous Materials or Hazardous Wastes on, under or about the Property, (ii) the existence, location, nature, magnitude and spread of any Hazardous Materials or Hazardous Waste that has been spilled, disposed of, discharged or released on, under or about the Property, or (iii) whether or not Mortgagor and any tenant of Mortgagor is in compliance with applicable Environmental Law. If Mortgagor or its tenants fail to comply fully with the terms of this subdivision (g), Mortgagee may obtain affirmative injunctive relief to compel such compliance.

10. Grazing Rights. If any portion of the Property described in this Mortgage is used by Mortgagor as the basis for obtaining grazing permits or other grazing rights issued by any governmental agency, including without limitations the Forest Service, U.S. Department of Agriculture or the Bureau of Land Management, U.S. Department of Interior, Mortgagor covenants and agrees as follows:

(a) Said grazing permits or other rights are in good standing and have not been modified, reduced or limited in any other respect, except as fully disclosed in writing to Mortgagee;

(b) Mortgagor will perform all obligations imposed as a requirement of exercise of said grazing permits or other rights and will comply with all laws, rules and regulations applicable thereto;

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(c) Mortgagor will take such timely action as may be required to cause the renewal or reissuance of said grazing permits or other rights from time to time as they expire during the term thereof. Mortgagor agrees and acknowledges that the failure to renew or cause the reissuance of any said permits for any reason, whether the result of an act or omission of Mortgagor or for reasons beyond Mortgagor's control, is an event of default hereunder and Mortgagee shall have the right to exercise the rights hereinafter set forth in this Mortgage; and

(d) Mortgagor agrees to pay all fees, charges, rents or other payments accruing under said permits or any renewals thereof prior to delinquency. In the event Mortgagor fails to pay any such payment, the amount unpaid shall become a part of the indebtedness secured by this Mortgage and shall be immediately due and payable.

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Mortgagee, under the terms and conditions of this Mortgage pertaining to Rents. Upon receipt of such money Mortgagee may apply the same on the indebtedness secured hereby. Mortgagor agrees to execute such further documents as may be required to effect the assignments herein made as Mortgagee may require.

2. At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Mortgagee may (a) consent to or join in the making of any map or plat of the Property; (b) grant any easement or create any restriction thereof; (c) subordinate this Mortgage; (d) extend or modify the term of the loan or loans secured hereby; and (e) release without warranty, all or any part of the Property.

3. Prior to any default by Mortgagor in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement of Mortgagor contained herein, Mortgagor may, for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Mortgagor to the payment of the principal and interest and all other sums due or payable on any promissory note or guaranty secured by this Mortgage and to the payment of all other sums payable under this Mortgage and, thereafter, so long as the aforesaid has occurred, the balance shall be distributed to the account of Mortgagor. Upon any such default, Mortgagee may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgment may dictate; also prepare for harvest, remove, and sell any crops that may be growing upon the Property, and apply the proceeds thereof upon the indebtedness secured hereby.

4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. Upon default by Mortgagor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Mortgagee and in accordance with applicable state law. In the event of default, Mortgagee may employ counsel to enforce payment of the obligations secured hereby, may foreclose and, if applicable, sell the Property by advertisement and sale, and in accordance with other applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Mortgagee may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Mortgagee for the obligations secured hereby in such order and manner as Mortgagee may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or lawful nonjudicial proceedings, or both. If the obligation secured by this Mortgage is also secured by personal property, fixtures or crops, Mortgagee may enforce its security interest in the personal property, fixtures and crops and its lien under this Mortgage in any manner and in any order or sequence permitted by applicable law. All remedies are cumulative and none are exclusive; no election by Mortgagee to pursue one remedy or item of collateral shall be deemed to be a release or waiver of any other item of collateral or a release or modification of the liability of Mortgagor or any guarantor to pay and perform in full all obligations to Mortgagee. The procedures governing the enforcement by Mortgagee of its foreclosure and provisional remedies against Mortgagor shall be governed by the laws of the state in which the Property is located. Nothing contained herein shall be construed to provide that the substantive law of the state in which the Property is located shall apply to Mortgagee's rights and Mortgagor's obligations hereunder or under the promissory note(s) or guaranties described herein, which are and shall continue to be governed by the substantive law of the state in which the promissory note(s) or guaranties were executed.

6. The failure on the part of the Mortgagee to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Mortgagee of any default shall not constitute a waiver of any other subsequent defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Mortgagor, or of Mortgagee's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

7. This Mortgage applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Mortgagee shall mean the holder and owner of any note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Mortgagor hereunder are joint and several.

8.(a) In the event the herein-described Property, or any part thereof, or any interest therein, is sold, agreed to be sold, conveyed, alienated or transferred, including any water transfer as defined in subsection (b) below, by Mortgagor, or by operation of law or otherwise, except by inheritance, without Mortgagee's prior written consent, all obligations secured hereby, irrespective of the maturity dates, at the option of the holder hereof, and without demand or notice, shall immediately become due and payable. Failure to exercise such option shall not constitute a waiver of the right to exercise this option in the event of subsequent sale, agreement to sell, conveyance or alienation.

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(b) A water transfer is any transfer, assignment, sale, exchange, gift, encumbrance, pledge, hypothecation, alienation, grant of option to purchase, or other disposition of, directly, indirectly or in trust, voluntarily or involuntarily, by operation of law or otherwise, or the entry into a binding agreement to do any of the foregoing with respect to all or any part of (i) the groundwater on, under, pumped from or otherwise available to the Property, (ii) Mortgagor's right to remove and extract any such groundwater including any permits, rights or licenses granted by any governmental authority or agency and any rights granted or created by any easement, covenant, agreement or contract with any person or entity, (iii) any rights to which the Property is entitled with respect to surface water, whether such right is appropriative, riparian, prescriptive or otherwise and whether or not pursuant to permit or other governmental authorization, or the right to store any such water, (iv) any water, water right, water allocation, distribution right, delivery right, water storage right, water allocation, or other water-related entitlement appurtenant or otherwise applicable to the Property by virtue of the Property's being situated within the boundaries of any district, agency, or other governmental entity or within the boundaries of any private water company, mutual water company, or other non-governmental entity, or (v) any shares (or any rights under such shares) of any private water company, mutual water company, or other non-governmental entity pursuant to which Mortgagor or the Property may receive any rights.

9. In the event any one or more of the provisions contained in this Mortgage or in any promissory note(s) hereby secured shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage or said promissory note(s), but this Mortgage and said promissory note(s) shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

James Tiede
JAMES B. TIEDE

Debra E. Tiede
DEBRA E. TIEDE

ACKNOWLEDGMENT.
STATE OF IDAHO)
)ss.
County of Power)

On this 13th day of February, 2001, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared James B. Tiede and Debra E. Tiede, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Stanford H Tayson
Notary Public for the State of Idaho
Residing at Rockland
My Commission Expires: 6-6-06

STANFORD H. TAYSON
Notary Public
State of Idaho

MICROFILMED
JAN 03 2002

BEFORE THE DEPARTMENT OF WATER RESOURCES

OF THE

STATE OF IDAHO

IN THE MATTER OF PERMIT NO. 35-08882	)	
	)	**ORDER OF**
IN THE NAME OF JAMES E. TIEDE	)	**REINSTATEMENT**
	)	

WHEREAS, the Department issued the above-captioned permit with the condition that proof of construction of works and application of water to beneficial use (proof of beneficial use) be submitted on or before August 1, 1994; and,

WHEREAS, the Department notified the permit holder on May 31, 1994, by certified mail that proof was due and instructed the permit holder of the steps to be taken to submit the proof of beneficial use; and,

WHEREAS, the Department notified the permit holder on August 8, 1994, that the permit had lapsed for failure to submit an acceptable proof of beneficial use or extension of time; and,

WHEREAS, Section 42-218a, Idaho Code, provides that a permit may be reinstated upon a showing of reasonable cause within sixty days of the date of the notice of lapsing; and,

WHEREAS, the permit holder has provided a reasonable showing why the permit should be reinstated by submitting an acceptable proof of beneficial use on August 3, 1994;

IT IS, THEREFORE, HEREBY ORDERED that Permit No. 35-08882 be REINSTATED with an advance in priority to January 31, 1990.

Dated this 11th day of August, 1994.

L. GLEN SAXTON
Chief, Water Allocation Bureau

SEP 07 1994

Form 217
07/90

RECEIVED
AUG -4 1994
Water Resources
Eastern District Office

For Office Use Only
Amt. of Fee $ 125.00
Date 8-4-94
Receipt No. E020124
Received by HWJ

AUG 03 1994
Department of Water Resource
Southern Region Office

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
AUG 08 1994
Department of Water Resources

PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources will consider this form as a statement that the permit holder(s) has/have completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee or a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

1. Permit No. 35-08882 Telephone No. 226-5969

2. Name(s) of Permit Holder(s): James E. Tiede

3. Post Office Address: 2702 Russett Road, American Falls, ID 83211

4. Source of Water: groundwater

a. If ground water, well driller's name: Dave Franson, High West Drilling Date drilled: 10/02/79

b. Pump horsepower: 200 Pressure (psi): 85 lbs. Dynamic pumping level (ft.): 210

5. Extent of Use:

Domestic _____ (No. of households) Irrigation 160 (No. of acres)

Stockwater _____ (No. and type of stock) Other _____

6. Total rate and/or volume for which proof is submitted 1.95 cfs _____ acre/feet

7. Refer to the approval conditions on your permit and respond accordingly:

Measuring device: Required? X Yes ___ No Installed? X Yes ___ No

OR

Flow Measurement Port: Required? X Yes ___ No Installed? X Yes ___ No

8. Fee Enclosed: $ 125 00 (See License Examination Fee Schedule)

9. Person to contact to accompany the Department representative during the field examination:

James Tiede, address and telephone above

Name Telephone No.

Address

10. The above information is my true statement of the extent to which the above numbered permit has been developed and I relinquish any undeveloped portion of the permit to the state of Idaho.

July 29, 1994 Paul S. Laggis Paul S. Laggis, Attorney at Law

Date Signature (and title if on behalf of a company or organization)

SEP 07 1994

RECEIVED
JUN 8 1992

Department of Water Resources

For Office Use Only
$15 Fee Receipted by
Date 6-8-92
Receipt No. C 024438

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

REQUEST FOR EXTENSION OF TIME

TO PROVIDE ADDITIONAL TIME IN WHICH TO SUBMIT PROOF OF BENEFICIAL USE FOR A WATER RIGHT PERMIT

The Idaho Department of Water Resources will consider this form as a request that the permit holder(s) be granted an additional period of time in which to complete development of water right under the provisions of Section 42-204, Idaho Code.

Permit No. 35-08882

Name(s) of Permit Holder: James B. Tiede

Mailing Address: 2702 Russett Rd. Am. Falls, Idaho 83211

Date Proof is Due 8/1/92 Telephone No. 226-5969

Describe what work has been completed toward the development of this water right:
(This must be filled out! If no work has been completed, show "none".)

(I have an existing corner catching Valley pivot and sprinkler pipe for the corners. I want to convert to wheel lines or hose drag linear but cannot justify doing it right now.)
I will continue to water with my old system until I can afford a new one.

Costing $

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

Financial conditions.

Permit holder(s) request an extension to August 1, 1995, 19.

FEE: $15.00

James Tiede
(Signature)*

*If other than permit holder, Power of Attorney must be supplied.

RETURNED

ACTION OF THE DEPARTMENT OF WATER RESOURCES

JUN 24 1992

IT IS HEREBY ORDERED that the above request for extension of time be APPROVED and the time within which to submit proof of beneficial use is extended to August 1, 1994.

Signed this 11th day June, 19 92

R. Glen Saxton
Chief, Water Allocation Bureau

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 35-08882

Proposed Priority: January 29, 1990 Maximum Diversion Rate: 1.95 CFS

This is to certify, that **JAMES B. TIEDE**
DEBBIE TIEDE
2702 RUSSETT RD.
AMERICAN FALLS, ID 83211

has applied for a permit to appropriate water from: **GROUNDWATER**
and a permit is **APPROVED** for development of water as follows:

BENEFICIAL USE	PERIOD OF USE	RATE OF DIVERSION
IRRIGATION	04/01 to 11/01	1.95 CFS

LOCATION OF POINT(S) OF DIVERSION: NWNWSW Sec. 9, Township 07S, Range 30E
POWER County

PLACE OF USE: IRRIGATION

TWN	RGE	SEC		ACRES		ACRES		ACRES	TOTAL
07S	30E	9	NESW	40	NWSW	40	SWSW	40	
			SESW	40					160

Total number of acres irrigated: 160

CONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before **August 1, 1992.**
2. Subject to all prior water rights.
3. The right to the use of water acquired under this permit shall not give rise to any right or claim against the holder of a senior right based upon the theories of forfeiture, abandonment, adverse possession, waiver, equitable estoppel, estoppel by laches or customary preference.
4. The Director retains jurisdiction of the permit and any license subsequently issued to incorporate the use into a water district, require streamflow augmentation or other action needed to protect prior surface water and groundwater rights.
5. Permit holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
6. Permit holder shall commence the excavation or construction of diverting works within one year of the date this permit is issued and shall proceed diligently until the project is complete.
7. The rate of diversion of water for irrigation under this permit and all other water rights on the same land shall not exceed 0.02 cubic feet per second for each acre of land.

MICROFILMED
JUL 23 1990

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 35-08882

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this

9th day of July, 1990.

for R. Glen Saxton
R. Keith Higginson, Director

MICROFILMED
JUL 23 199

35 8882

Form 202
6/85

Ident. No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant JAMES B. OR DEBBIE TIEDE Phone 208-226-5969

   Post office address 2702 RUSSET RD., AMERICAN FALLS, ID. 83211

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

3. Location of point of diversion is NW ¼ of NW ¼ of SW ¼, Govt. Lot _____

   Sec. 9 Township 7S Range 30E B.M. POWER County; additional

   points of diversion if any: _____

4. Water will be used for the following purposes:

   Amount 1.95 CFS (~~cfs or acre-feet per annum~~) for IRRIGATION purposes from 4/1 to 11/1 (both dates inclusive)

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

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

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

5. Total quantity to be appropriated is (a) 1.95 cubic feet per second and/or (b) _____ acre feet per annum

6. Proposed diverting works:

   a. Description of ditches, flumes, pumps, headgates, etc. 211'x20" WELL W/ 200HP TURBINE PUMP. MAINLINE TO WHEEL LINES.

   b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet; period of year when water will be diverted to storage: _____ to _____ inclusive.

   c. ~~Proposed~~ EXISTING well diameter is 20" inches; ~~proposed~~ EXISTING depth of well is 210' feet.

   d. Is ground water with a temperature of greater than 90°F being sought? No

7. Time required for the completion of the works and application of the water to the proposed beneficial use is 2 years (*minimum 1 year*).

RECEIVED
JUL 20 1990

8. Description of proposed uses (*if irrigation only, go to item 9*):

a. Hydropower; show total feet of head and proposed capacity in KW. _____

b. Stockwatering; list number and kind of livestock. _____

c. Municipal; show name of municipality. _____

d. Domestic; show number of households. _____

e. Other; describe fully. _____

9. 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 the use (*example: D for Domestic*) in the corresponding place of use below. See instructions for standard symbols.

TWP	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
7S	30E	9									40	40	40	40					160

Total number of acres to be irrigated 160

10. Describe any other water rights used for the same purposes as described above. 35-07871

11. a. Who owns the property at the point of diversion? APPLICANT

b. Who owns the land to be irrigated or place of use? APPLICANT

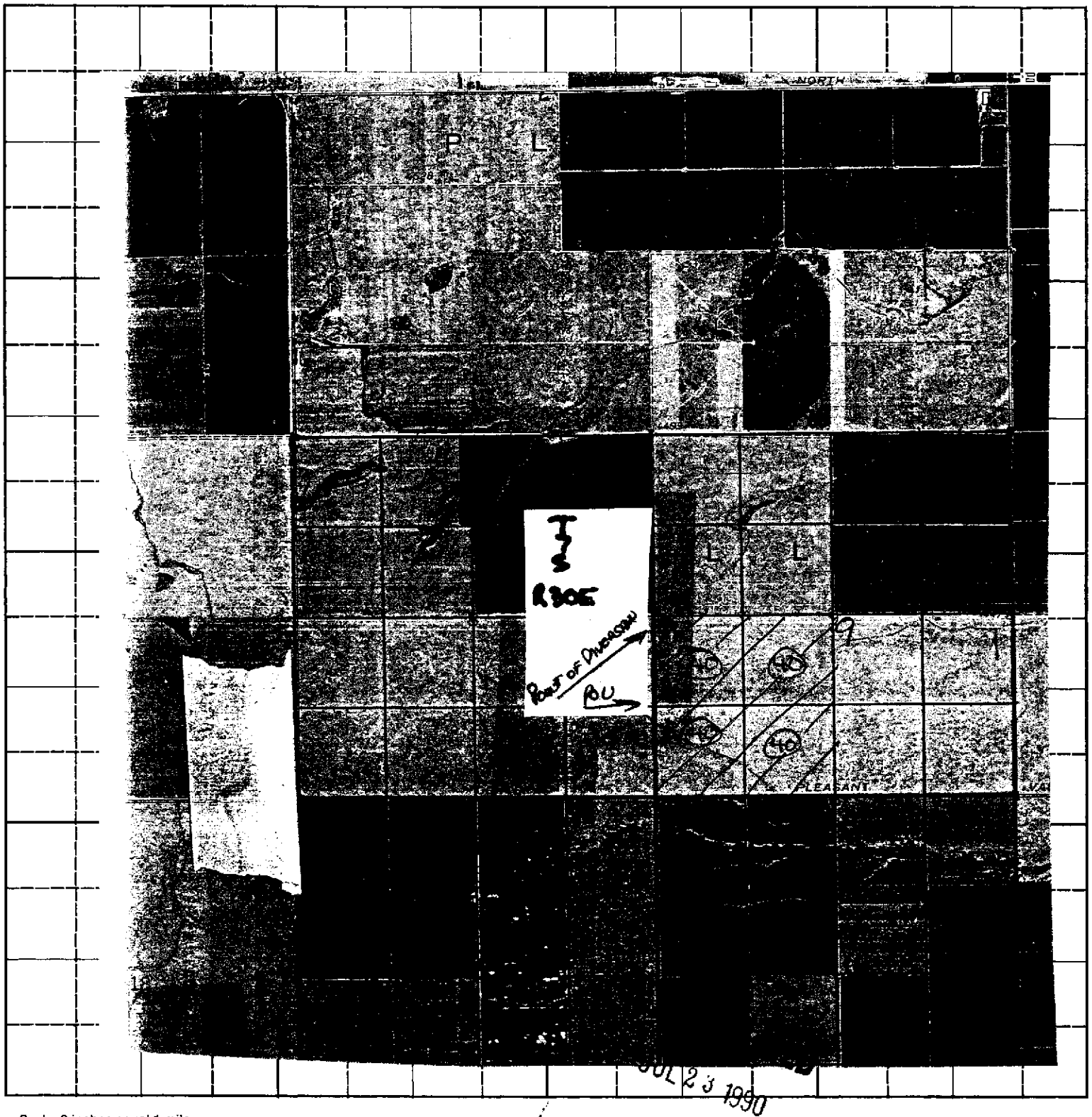
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing. _____

12. Remarks: 35-07871 COVERS LAND IRRIGATED BY PIVOT. APPLICANT IS PLANNING TO CONVERT TO A WHEEL LINE IRRIGATION SYSTEM SO AS TO INCLUDE CORNERS. ALSO IS MAKING FILING TO BRING LICENSED AMOUNT OF WATER TO 1 MINERS INCH/ACRE.

MICROFILMED

JUL 23 1990

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



JUL 23 1990

Scale: 2 inches equal 1 mile.

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

James Dredge

(Applicant)

Received by EDV Date 1-29-90 Time 1315 Preliminary check by _____

Fee $ 65.00 Receipted by EDV # E011872 Date 1-29-90

Publication prepared by RB Date 5-31/10-90 Published in Lower Cnty Press

Publication approved RB Date 6-5-90

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

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

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

   a. SUBJECT TO ALL PRIOR WATER RIGHTS.

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

   c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.

   d. The water right acquired under this permit if for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against any future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.

   e. Other:

RECEIVED
JUL 30 1990

Publication

RECEIVED
MAY 1 1 1990
Department of Water Resources
Eastern District Office

vorn on oath, states:
'ower County Press, a newspaper of
Idaho, published weekly at American
per has been published in said county
over seventy-eight consecutive weeks,
nnexed notice or advertisement:
sement was published as per clipping
ion of said newspaper and not in any
successive weekly issues thereof, the
being the 2 day of
he date of last publication being the
19 90.

May in the year of
Public, personally appeared Erma
me to be the person whose name
and being by me first duly sworn,
e true, and acknowledged to me that

Notary Public for Idaho
Residing at American Falls, Idaho
My commission expires: June 8, 1993

MICROFILMED
JUL 2 3 1990

ublic Notic

Application for water right

Published in The Power County Press, May 2, 9, 1989.

NOTICE OF APPLICATION FOR WATER RIGHT

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

29-07886
GIBBONS, CLAUDE J.
GIBBONS, DIANE H.
1345 CHURCH RD.
ARBON, ID 83212

Source: UNNAMED STREAM
Tributary: BANNOCK CREEK

Diversion Pt: SWNWSE Sec 23 T 11S R 33E

Use: IRRIGATION (.980 CFS)
Total Diversion: (.980 CFS)

Date Filed: 1/24/1990

In: T11S R33E S23 NESE NWSE SWSE SESE
49.0 ACRES TOTAL

35-08882
TIEDE, JAMES B.
TIEDE, DEBBIE
2702 RUSSET RD.
AMERICAN FALLS, ID 83211

Source: GROUNDWATER

Diversion Pt: NWNWSW Sec 9 T 07S R 30E

Use: IRRIGATION (1.950 CFS)
Total Diversion: (1.950 CFS)

Date Filed: 1/29/1990

In: T07S R30E S09 NESW NWSW SWSW SESW
160.0 ACRES TOTAL

The permit(s) will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec. 42-203A, Idaho Code and/or the new public interest criteria of Sec. 42-203C, Idaho Code. Protests must be filed with the Director, Dept. of Water Resources, 150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402 on or before MAY 21, 1990.

R. Keith Higginson, Director

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

December 17, 2001

JAMES B TIEDE
DEBBIE TIEDE
2702 RUSSETT RD
AMERICAN FALLS ID 83211

RE: License No. 35-8882 - Issuance of License

Dear Water Right Holder(s):

The Department of Water Resources has issued the enclosed Water Right License confirming that a water right has been established in accordance with your permit. Please be sure to thoroughly review the conditions of approval and remarks listed on your license.

The license is a PRELIMINARY ORDER issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless a party petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

Please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a $100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at 208-327-7946.

Sincerely,

Shelley W. Keen

Shelley W. Keen
Water Rights Supervisor

SWK:klt

Enclosure(s)

cc: IDAHO AGRICULTURAL CREDIT ASSN

MICROFILMED
JAN 0 9 2002

CERTIFICATE OF MAILING

I hereby certify that on December 17, 2001 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER(Approved License) to the person(s) listed below:

RE: WATER RIGHT NO. 35-8882

JAMES B TIEDE
DEBBIE TIEDE
2702 RUSSETT RD
AMERICAN FALLS ID 83211

IDAHO AGRICULTURAL CREDIT ASSN
PO BOX 300
AMERICAN FALLS ID 83211

Kari Lynn Townsend

Kari Lynn Townsend
Secretary

MICROFILMED
JAN 0 9 2002

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

The accompanying order or approved document is a "**Preliminary Order**" issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department of Water Resources (department) unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the department or the Idaho Water Resource Board (Board) is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

MICROFILMED
JAN 0 9 2002

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

> Unless a different date is stated in a final order, the order is effective fourteen (14) days after its issuance if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:
>
> (a) the petition for reconsideration is disposed of; or
> (b) the petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

i. A hearing was held,
ii. The final agency action was taken,
iii. The party seeking review of the order resides, or
iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

MICROFILMED

JAN 0 9 2002

LICENSE REVIEW CHECKLIST

Permit No. 35-8882 Date: 12-03-2001 Reviewer: Kay Walker

Change/OK

Name/Address BL - added Security Interest holder.

Source ✓
Point of Diversion: ✓ Does change clarify original intended source? If no, void permit.
Change (P39/P49) Add (P45/P44) Feds (P40)

W32 (multiple in 1/4/1/4)
W36 (overlap)
W59 (subdivision description)

Place of Use ✓ Change (P41/P49) Add (P41/P44) Feds (P43)

W60 (subdivision description)
W27 (ppu acre limit)

Overlaps: Right(s): 35-07871 ✓
File reviewed____ Profile reports printed ✓

P/D & P/U amend (P37) Feds (P48)

Rate of Diversion:

Permitted rate	1.95	cfs
Fee Limit	3.0	cfs
Measured	3.30	cfs
Theoretical		cfs

Recommended Total Diversion Rate 1.91

Water Uses ✓ Change (P46)

Season of Use per new Standards 4-1 10-31

Irrigation	1.91	cfs	32. af
Stockwater		cfs	af
Domestic		cfs	af
		cfs	af
		cfs	af
Total	1.91	cfs	32. af

Irrigation - overlap(R58-R61, R62-R65, R66-R69)
supp. Gw (WB7/065/104)
overlap spec combined rts (W35)
<1 acre (W31)
Domestic (W01/wb5/070/071/075)
Power (W42 or W43/025/027/R22 or R23
Fish (042)
Fire (077)
Water Quality (081/R07)
Payette – (W22/047/27A)
Stockwater for US (R37)

Volume Determination
1.91 cfs x 1.9835 x 214 days = 810.7 af (vs) 158 acres x 4.0/3.0 (FHR) = 632. af

-32 af for this right
600. under 35-07871

Remarks:

Additional Conditions
____ Watermaster Control
____ GW Measurement/Measuring Device
____ Other
Trust R55 – remove 051)
Non-trust (048/049)

GW Dist? ____
Water Msmt. Dist? ____
Crit. GWMA? ____
GWMA? ____
Government Lots? ____

Advance Priority? ____ yes ✓ no If yes, explain why below.

SRBA Claim? NO - not req'd

Adjust memo ____

Amend Letters ____ **P87, S06** **Second Amendment Notice** ____ **S06**

POD = 295098
POU - 192736

SRBA
DIRECTORS REPORT 35-07871

Return to SRBA Home Page

IWT072 IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

Right Number: 35-07871

Name and Address: DEBBIE TIEDE
JAMES B TIEDE
2702 RUSSET RD
AMERICAN, ID 83211

Source: GROUNDWATER

Quantity: 1.25 CFS
600.00 AFY

Priority Date: 09-17-1979

Diversion Point: T07S R30E S09 NWNWSW Within Power County

Purpose and Period of Use:

Purpose of Use	Period of Use	Quantity
Irrigation	04-01 TO 11-01	1.25 CFS
		600.00 AFY

Place of Use: Irrigation Within Power County
T07S R30E S09 NESW 38 NWSW 39
SWSW 36 SESW 37
150 Acres Total

Other Provisions Necessary for Definition / Administration of this Water Right:

Explanatory Material: Basis of Claim - License

Return to SRBA Home Page

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JAN 09 2002

Idaho Dept. of Water Resources
Place of Use Comparison Report

Type	WR #	Owner	Source	TRS	NENE	NWNE	SWNE	SENE	NENW	NWNW	SWNW	SENW	NESW	NWSW	SWSW	SESW	NESE	NWSE	SWSE	SESE	Total
[redacted]													40	40	40	40					160
[redacted]																					160
[redacted]					39.5	40	40	39.5													159
[redacted]																					160
[redacted]													38	39	36	37					150
Right	35 7068	VERN R DUFFIN,	GROUND WATER	07S30E9	40	40	40	40													160
Right	35 7134	HELEN DALKE,	GROUND WATER	07S30E9					40	40	40	40									160
Right	35 7871	J & T FARMS,	GROUND WATER	07S30E9									38	39	36	37					150
Right	35 8882	JAMES B TIEDE, DEBBIE TIEDE,	GROUND WATER	07S30E9									40	40	39	39					158

OL w/35-07871

158 ac x 0.02 = 3.16 needed
- 1.25 (Lic 35-07871)
1.91 needed for this permit

158 x 4.0 = 632. AF
600. (Lic 35-07871)
32.

Form 219
6/92

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

BENEFICIAL USE FIELD REPORT

RECEIVED
JAN 3 0 1998
Department of Water Resources

A. GENERAL INFORMATION

Permit No. 35 - 08882

1. Owner: JAMES B. TIEDE / DEBBIE TIEDE Phone No. (208) 226-5869

Current Address: 2702 RUSSETT RD, AMERICAN FALLS, IDAHO 83211

2. Accompanied by: JAMES TIEDE EXAM DATE: 7/25/96

Address: _____ Phone No. _____

Relationship to Permit Holder: OWNER

3. Source: GROUND WATER tributary to N/A

B. OVERLAP REVIEW

1. Other water rights with the same place of use: 35-07871

2. Other water rights with the same point of diversion: 35-07871

C. DIVERSION AND DELIVERY SYSTEM

1. **Point(s) of Diversion:** NO GOV LOTS

Ident No.	Gov't Lot	¼	¼	¼	Sec.	Twp.	Rge.	County	Method of Determination/Remarks
		NW	NW	SW	09	07S	30E	POWER	U.S.G.S. TOPO MAP / NAPP PHOTO

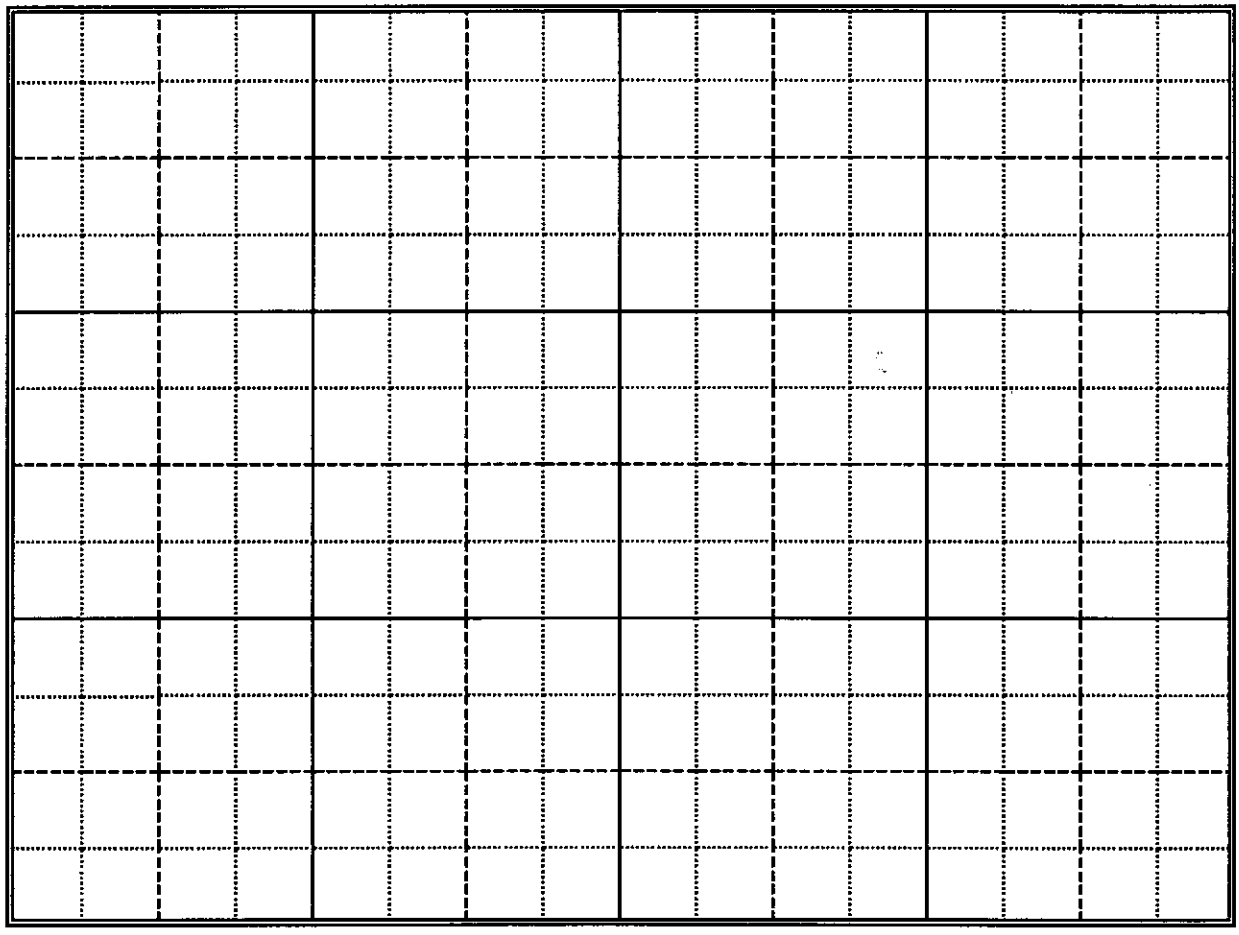
2. **Place(s) of Use:** NO GOV LOTS Indicate Method of Determination ON SITE INSP.

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
07S	30E	09									40	39.5	39.6	39.5					158

TOTAL 158

MICROFILMED
JAN 0 3 2002

3. **Delivery System Diagram**: Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. SEE ATTACHMENTS + PHOTO



Scale: 1" = _____.

____ Copy of USGS Quadrange Attached Showing location(s) of point(s) of diversion and place(s) of use (required).

____ Aerial Photo Attached (required for irrigation of 10+ acres)

____ Photo of Diversion and System Attached

4.

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
LIFT PUMP	G. E.	200	KRJ1010109		8"
NO BOOSTER	PUMP				

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

D. FLOW MEASUREMENTS

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
POLYSONIC METER	TYME-FLYTE		TF-P	7H0263		1997
(FARMER) PRESSURE GAGE	SPAN				0-160	60 PSI

2. **Measurements:** TAKEN AT PUMP

MICROFILM

E. NARRATIVE/REMARKS/COMMENTS

A 200 HP GENERAL ELECTRIC MOTOR LIFTS WATER FROM APPROX. 210' TO A 14" BURIED MAIN LINE, THIS LINE SUPPLIES WATER TO A 138 ACRE CENTER PIVOT. THIS MAIN (14") LINE ALSO REDUCES TO SEVERAL OTHER MAIN LINES THAT SUPPLIES WATER TO ALL 4 CORNERS THAT ARE IRRIGATED BY MOVEABLE HAND LINE SETS.

LICENSE # 35-07871 OVERLAPS SAME POD/POU.

Have conditions of permit approval been met? ✓ yes ___ no

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F. FLOW CALCULATIONS ✓ Additional Computation Sheets Attached

Measured Method:

ACREAGE REQUIRES 3.16 CFS TO = .02 /ACRE

SONIC READING = 3.30 CFS.

35-07871 =
150Ac / 1.25CFS = 0.0083
0.02 - 0.0083 = 0.01166

* 8 ACRES NOT OVERLAP X .02 = 0.16 CFS
* 150 ACRES OVERLAP X (0.0117cfs) = 1.755 CFS

1.915 CFS NOT COVERED BY LIC # 35-07871

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$V_{I.R.}$ = (Acres Irrigated) x (Irrigation Requirement) = 150 AC X4 = 600 AFA

$V_{D.R.}$ = [Diversion Rate (cfs)] x (Days in Irrigation Season) x 1.9835 = 1.915 CFS X 214 X 1.9835 = 812.858 AFA

V = Smaller of $V_{I.R.}$ and $V_{D.R.}$ = 600AFA

2. Volume Calculations for Other Uses:

H. RECOMMENDATIONS THIS PERMIT WHEN USED IN COMBINATION WITH 35-7871 SHALL NOT EXCEED 0.02 CFS/ACRE OR 3.17 CFS.

1. Recommended Amounts

Beneficial Use	Period of Use From	Period of Use To	Rate of Diversion Q (cfs)	Annual Volume V (afa)
IRRIGATION	4/1	10/31	1.92	600AFA
		Totals:	1.92 CFS	600AFA

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

I. AUTHENTICATION

Field Examiner's Name SIMPKINS Date 1/15/98

Reviewer _____ Date _____

SEAL

MICROFILMED
MAY 0 3 2000

35-08882
JAMES TIEDE

MODE SELECT
INPUT

OUTER DIAMETER
10.030 IN

PIPE MATERIAL
? CS,SS

WALL THICKNESS
0.1250 IN

INNER LINING
? NO LING.

KIND OF FLUID
? ANOTHER

SOUND VELOCITY
1470 M/S-

SENSOR MOUNTING
? V

TYPE OF SENSOR
? SMALL

DATA CHANGE
? NO

SPACING
7.506 IN V

ZERO MODE
CLEAR

ZERO MODE
SET ZERO

00-00 00:1000 *R
+002.20 % AI2

MODE SELECT
T0 CHECK

0367.4 MMSEC
099.98 % T0

MM-DD HH:MM
07-25 11:01

07-25 11:0300 *R
+ 1.48 M3PM

DAMPING

35-08882

JAMES TIEDE

35-08882

SONIC TAPE

THEORETICAL PUMP FLOW CALCULATIONS

Formula:

$$Q_{cfs} = [(Hp)(8.814)(Eff)] \div [Lift + (psi \times 2.308)]$$

Hp = Horsepower = 200
Eff = Efficiency = .7 (Usually 70%)
Lift: (Static Level + Assumed Draw down)
Static Water Level = 210 ft.
Assumed Draw down = + 10 ft.
Lift = 220

OR

Measured Dynamic Water Level = _____ ft.

psi = Operating Pressure = 60 psi

Q_{cfs} = [200 (Hp) × 8.814 × .7 (eff)] ÷ [220 (Lift) + (60 (psi) × 2.308)

Q_{cfs} = [1,233.96] ÷ [358.48]

Q_{cfs} = 3.442 cfs

POLYSONIC READOUT = 1,482 GPM / 448.8 = 3.302 CFS

MICROFILMED
MAY 0 9 2007

PERMIT NO. 35-08882

FIELD EXAM NOTES

EXAM # 35-08882

DATE OF EXAM 7/25/96

PERMITEE NAME JAMES TIEDE

OTHER WATER RIGHTS SAME POD 35-7871

OTHER WATER RIGHTS SAME POU 35-7871

PUMP #1 HP 200 MAKE GE SERIAL # KRJ 1010109
COLOR AND DESCRIPTION Mayonnaise Oil
OUTPUT DIAMETER 8" SYSTEM PRESSURE 60 PSI WELL DEPTH 230'
STATIC H2O 210' WELL DEPTH _____ DYNAMIC PUMP _____
PSI GAGE TYPE SPAN 0-160 CHECK VALVE (Y) [N] GATE VALVE (Y) [N]

PUMP #2 HP _____ MAKE _____ SERIAL # _____
COLOR AND DESCRIPTION _____
OUTPUT DIAMETER _____ SYSTEM PRESSURE _____PSI WELL DEPTH _____
STATIC H2O _____ WELL DEPTH _____ DYNAMIC PUMP _____
PSI GAGE TYPE _____ CHECK VALVE [Y] [N] GATE VALVE [Y] [N]

BOOSTER PUMP #1 HP _____ MAKE _____ SERIAL # _____
COLOR AND DESCRIPTION _____

BOOSTER PUMP #2 HP _____ MAKE _____ SERIAL # _____
COLOR AND DESCRIPTION _____

CIRCLE PIVOT (Y) [N] NUMBER OF TOWERS 10 PIVOT LENGTH 1320
PRESSURE [H] (L) Corner Arm Tower (1)

HAND LINES (Y) [N] NUMBER OF LINES 1½x4 Corner. LENGTH OF LINES _____
RAIN BIRDS PER LINE 49 x4 NOZZEL DIAMETER 5/32

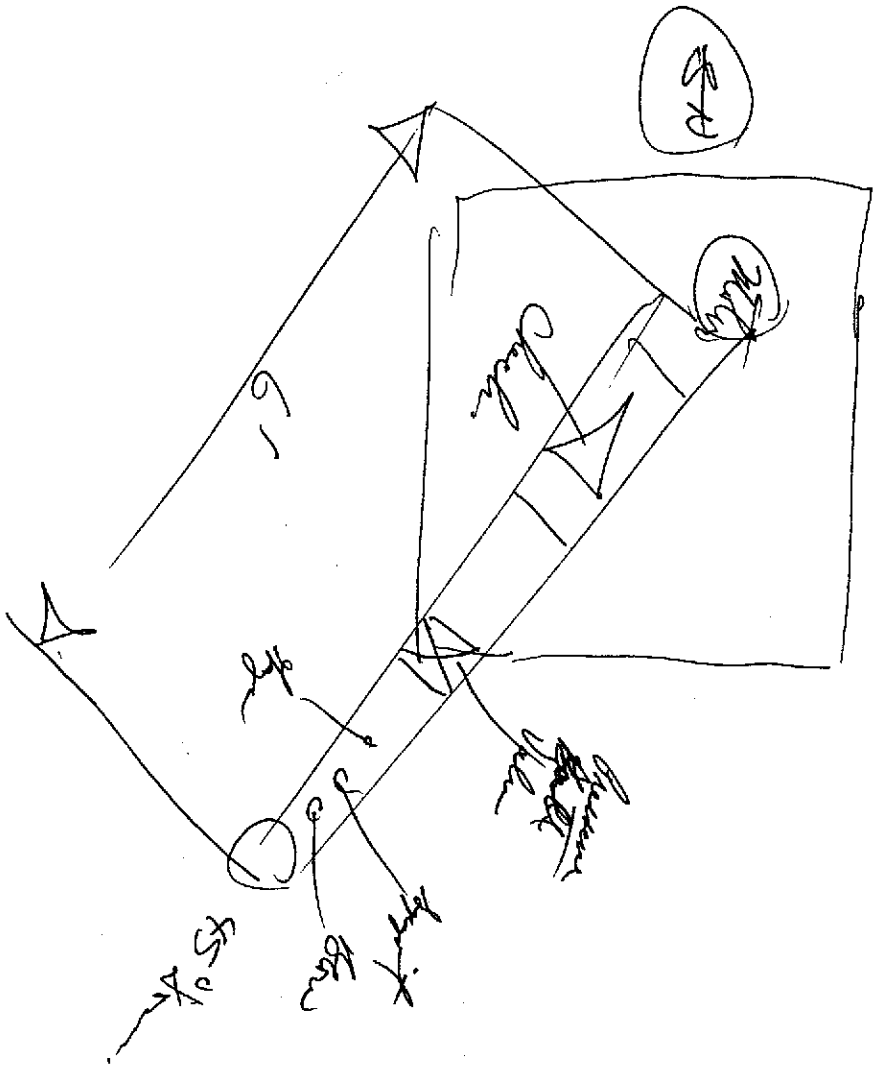
SURFACE WATER TYPE OF MEASUREING DEVICE _____
AA METER PIGMY METER WEIR OR FLUME BUCKET/WATCH ____/___

MICROFILMED
JAN 03 1997

USE BACK OF PAGE FOR SKETCH AND MEASUREMENTS OF SYSTEM

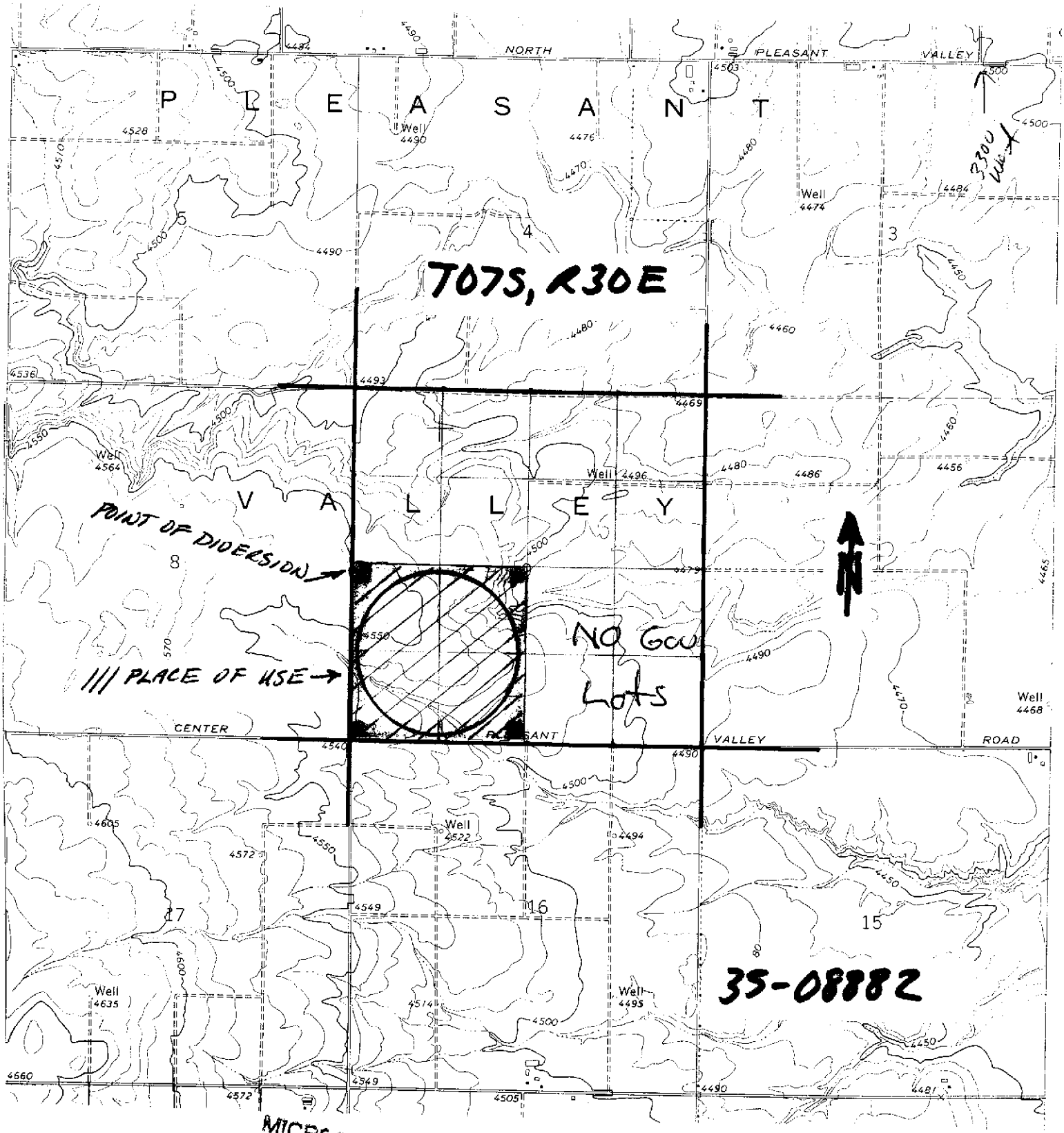
35-08882

32-08827



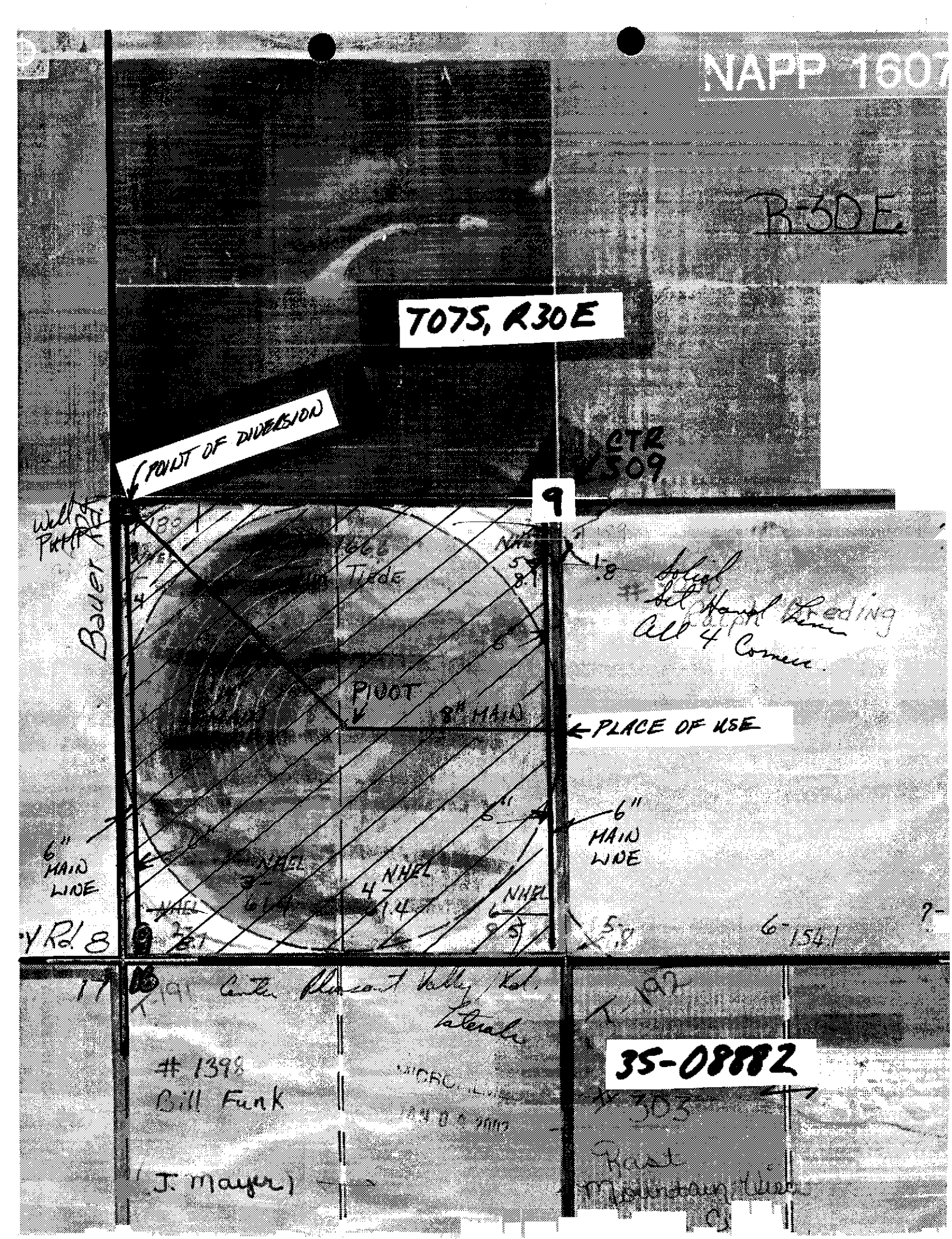
MICROFILMED
JAN 0 9 2002

35-08882



MICRO

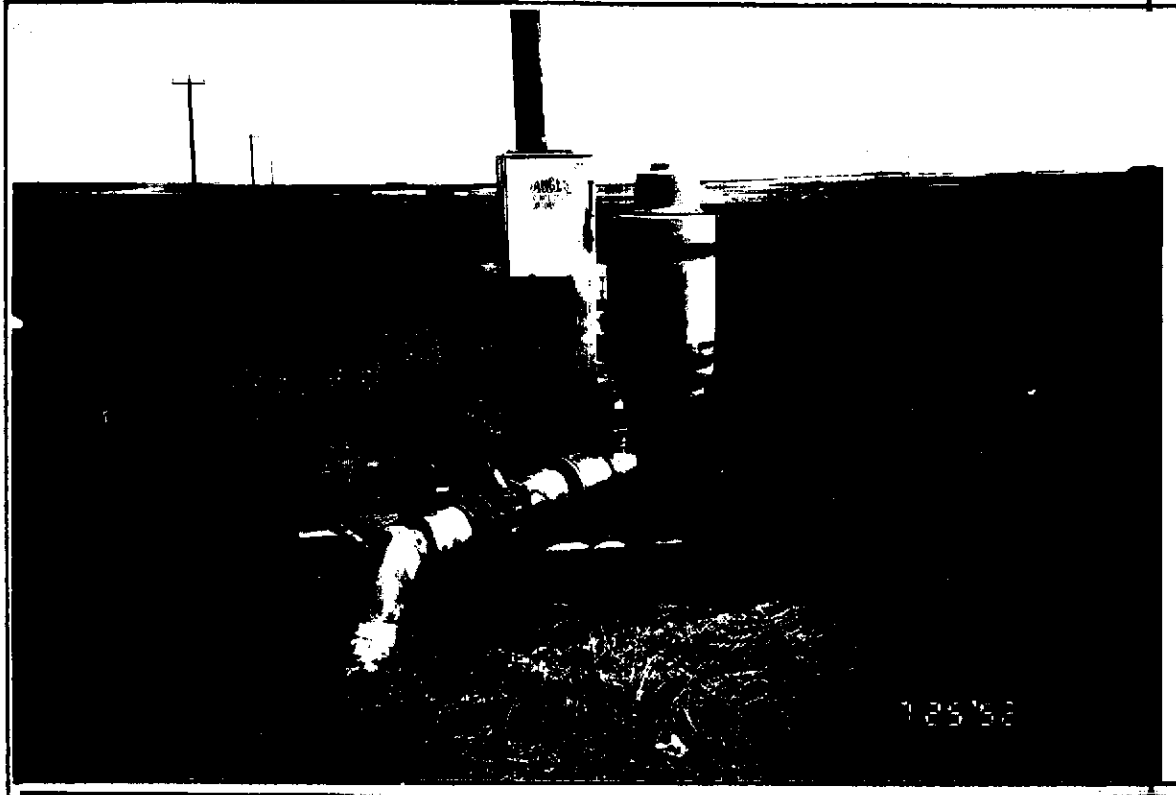
NOV 0 9 2002


NAPP 160
R-30 E.
T07S, R30E
POINT OF DIVERSION
ETR
S09
9
Well
Power
Buer
Tide
PIVOT
8" MAIN
PLACE OF USE
6" MAIN WINE
6" MAIN WINE
NHPL
NHPL
NHPL
6-154.1
Bolted
Hand Reading
All 4 Corners
35-08882
Bill Funk
(J. Mayer)

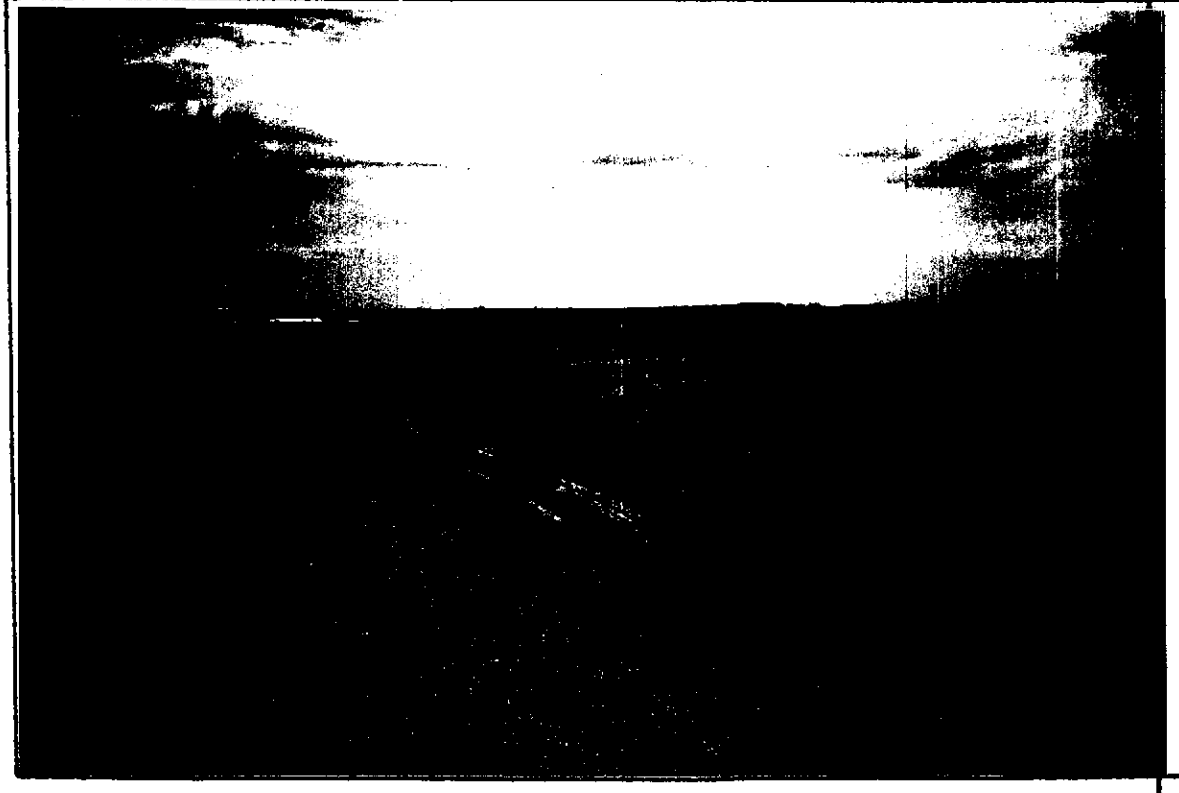
JAMES TIEDE

IRRIGATION

1 of 3



VIEW OF POINT OF DIVERSION



VIEW NORTH PLACE OF USE

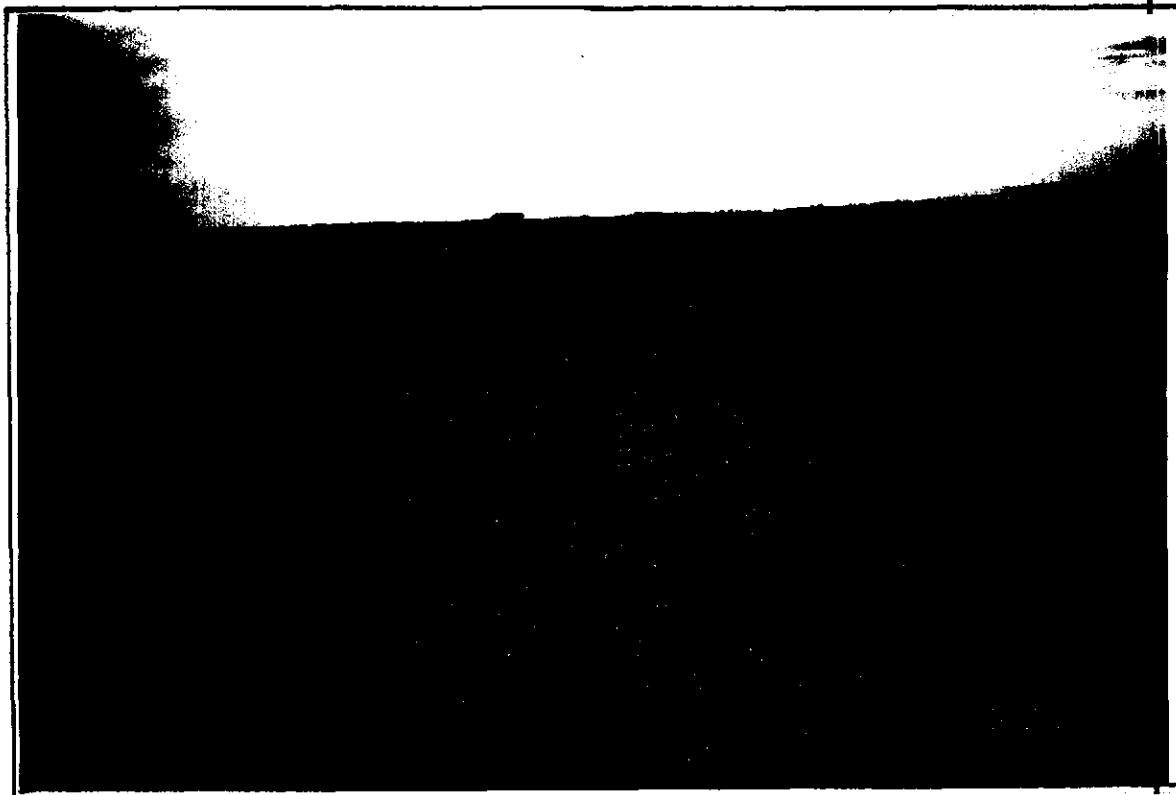
PERMIT NUMBER 35-08882

MICRO
JAN 0 3 2002

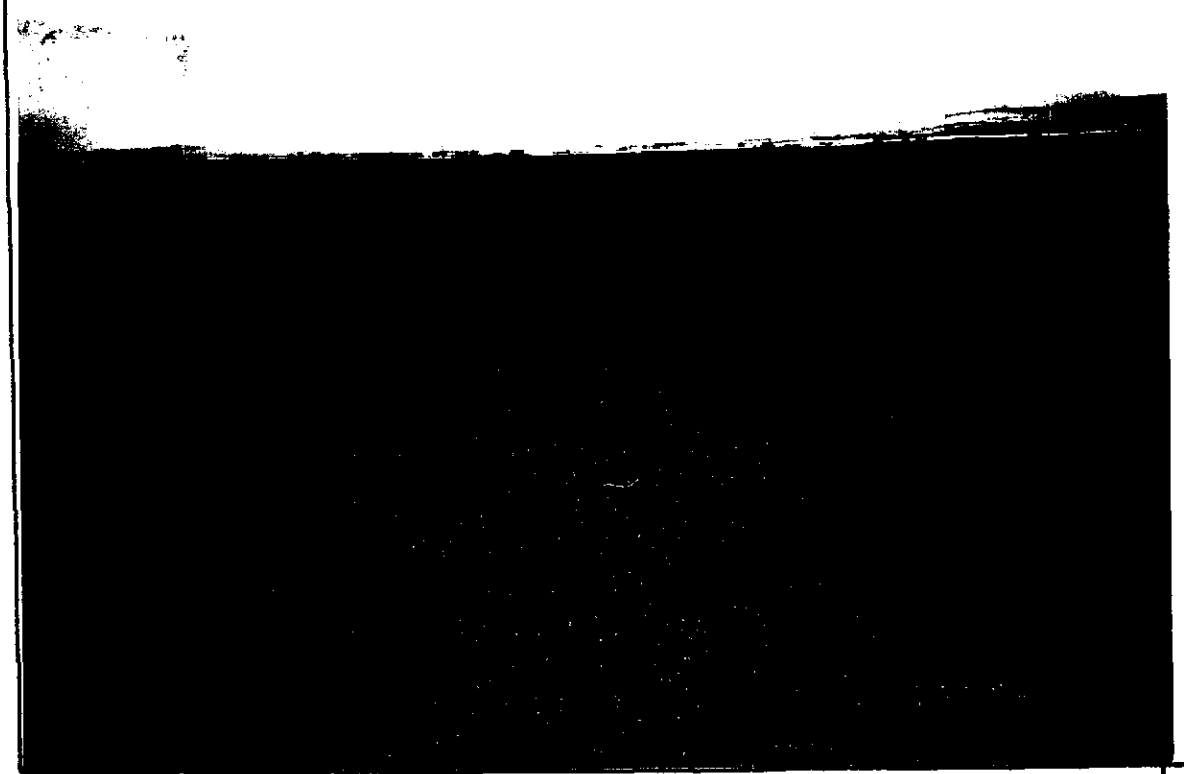
JAMES TIEDE

IRRIGATION

2 of 3



VIEW NORTH EAST ~~POINT OF~~ PLACE OF USE



VIEW EAST, NORTH EAST PLACE OF USE

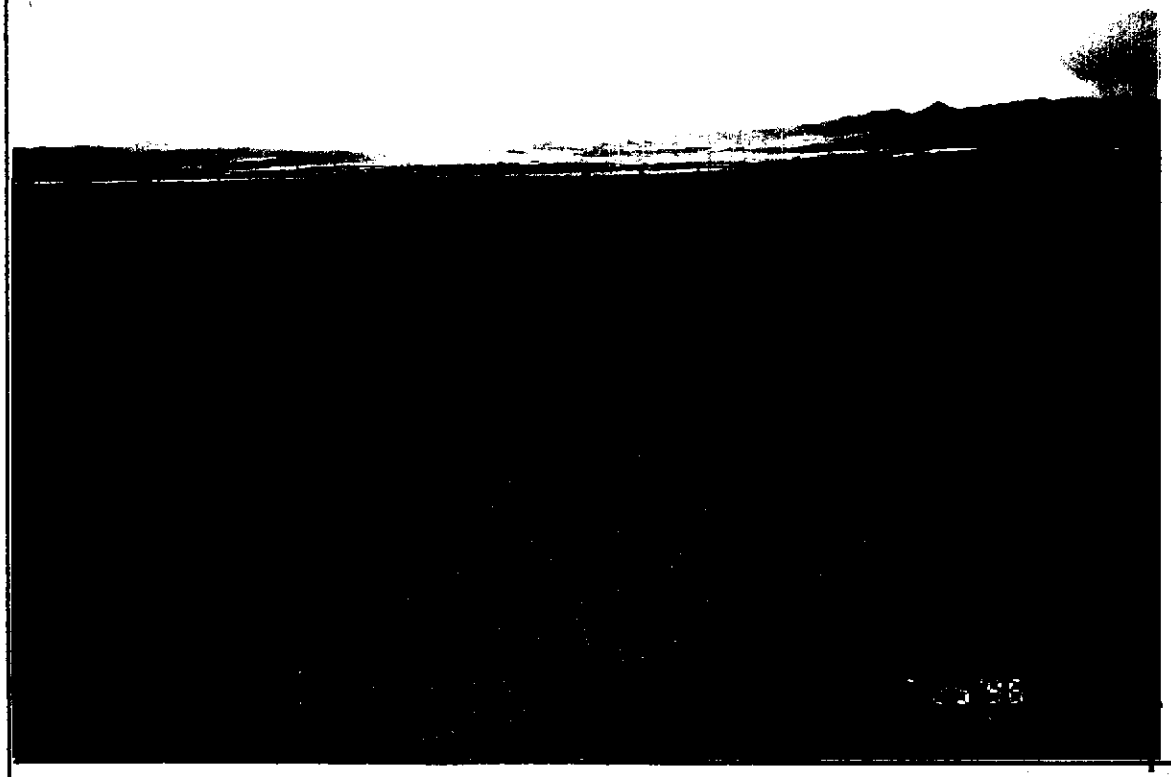
MICRO
JAN 3 9 2002

PERMIT NUMBER 35-08882

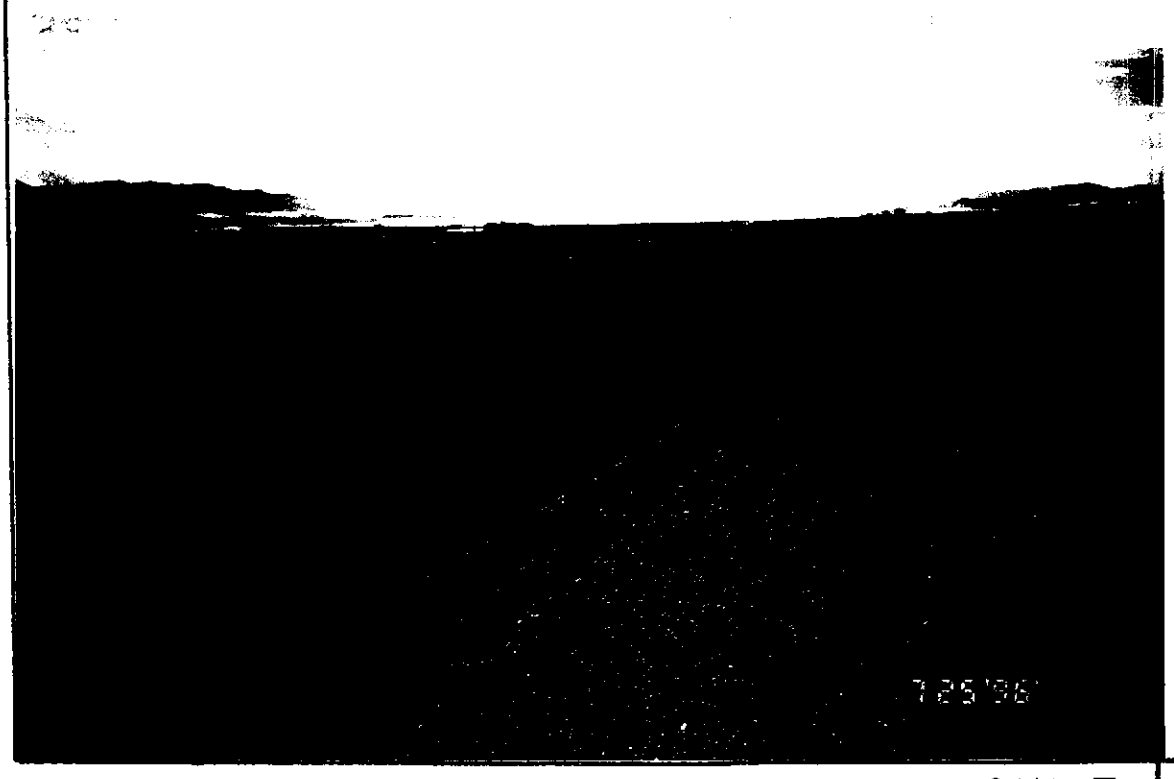
JAMES TIEDE

IRRIGATION

3 of 3



VIEW SOUTHEAST PLACE OF USE



VIEW SOUTH PLACE OF USE

PERMIT NUMBER 35-08882

MICROFILMED
JAN 03 2002

Comment Report

35-8882

1. kwalker 12/3/2001 Place of Use
Comment: GIS shape found acres located differently than recommended by b/u examiner. I found less acres in the S1/2 of SW due to road across bottom of field. GIS shape found 158 acres which is the same as determined by examiner.

2. VAULT 6/9/1992 Extension of Time Received
Comment: Extension of Time Received

3. VAULT 8/8/1994 Lapse Notice Sent
Comment: Lapse Notice Sent

4. CANDREGG 8/9/1994 Proof of Beneficial Use Rcvd
Comment: Proof of Beneficial Use Rcvd

5. VAULT 8/17/1994 Proof of Beneficial Use Rcvd
Comment: Proof of Beneficial Use Rcvd

12-10-01
talked with Stan Taysom of EIACA - they will either submit Notice of Security Interest or let me know they don't want to submit anything & let the property be licensed to Tiedes. tw

MICROFILMED
JAN 03 2002

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

loan officer for Tiede's. per phone conversation.

TRANSMITTAL COVER SHEET

FAX NUMBER: (208) 327-5400

DATE: 12-6-2001

TO: Stan Taysom
(FAX) 208-226-5063

FROM: Kay Walker
327-7944

DOCUMENT DESCRIPTION: Letter of 2/19/98 & attachment; our response of 3/26/98; Assigment of Permit form, Notice of Security Interest w/instructions and Notice of Change in ownership w/instructions

COVER SHEET + 10 **PAGES**

CONTACT: Kay **IF YOU DO NOT RECEIVE ALL THE PAGES.**

only if permit is licensed first.

THANK YOU!

MICROFILMED
JAN 03 2002

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098
Phone: (208) 327-7900 FAX: (208) 327-7866

February 26, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

DEANNA L CURRY
EASTERN IDAHO AGRICULTURAL CREDIT ASSN
PO BOX 300
AMERICAN FALLS ID 83211-0300

RE: Permit 35-08882 (James B & Debbie Tiede)

Dear Ms Curry:

I have received your letter of February 19, 1998 which was forwarded to our office by Mr. Jones at IDWR-Eastern Region. Your letter has been placed in the permit file and a change of ownership form will be sent to you at the time of licensing.

If you have any questions regarding this matter you may call me at 208-327-7941.

Sincerely,

Kari Lynn Townsend
Secretary

/k

MICROFILMED
JAN 30 2002

c File 35-[redacted]882

INTER-DEPARTMENT MEMO

TO: ~~Sharon / Cindy Z~~ RECEIVED SUBJECT:

FROM: H.W. Jones - Eastern FEB 24 1998 DATE: 2-23-98

Department of Water Resources

I called Deanna Curry of EIACA & told her we would put this Request in our file since permit is about to be licensed. She preferred this rather than pay $25 + filing original assignment form. She did ask for an acknowledgement letter. Thanks!

(X) For your information

( ) Response required

MICROFILMED JAN 08 2008

H.W. Jones
signature

Eastern Idaho
Agricultural Credit Association

American Falls Office
P.O. Box 300 · 127 Idaho Street
American Falls, Idaho 83211
208/226-5251

RECEIVED
FEB 20 1998
Department of Water Resources
Eastern Region

RECEIVED
FEB 24 1998
Department of Water Resources

February 19, 1998

Idaho Dept. of Water Resources - Eastern Region
900 N. Skyline Drive
Suite A
Idaho Falls, ID 83402-1718

RE: James B. & Debbie Tiede (Permit No. 35-08882)

Dear Sirs,

This letter is to request your acknowledgement that the above referenced individuals have assigned their interest in the above mentioned water permit to Eastern Idaho Agricultural Credit Association (EIACA) as a pledge of security for a loan from EIACA.

A copy of their assignment is enclosed for your reference and retention. Also, an original and one copy of the Department of Water Resources' acknowledgement and consent to such assignment is enclosed for your signature and return to the address shown above. You may keep the copy for your records.

Your promptness in this matter will be greatly appreciated. Thank you for your support and cooperation.

Sincerely,
Eastern Idaho ACA

Deanna L. Curry

Deanna L. Curry
Operations Ass't.

cc: file

MICROFILMED
JAN 05 2002

State of Idaho

Department of Water Resources

ASSIGNMENT OF PERMIT

James B. and Debbie Tiede, H/W, hereby assign to EASTERN IDAHO AGRICULTURAL CREDIT ASSOC.

of PO Box 300, American Falls, Idaho 83211
Address

All my right, title, and interest in and to Permit No. 35-08882 to appropriate the public waters of the State of Idaho.

The following described portion of my right, title, and interest in and to Permit No. 35-08882 to appropriate the public waters of the State of Idaho. (Describe that portion of the permit being assigned by listing the acreage within each 40 acre subdivision, the point of diversion and the amount of water in cubic feet per second for direct diversion, or acre feet for storage)
PLACE OF USE: 160 acres (157.0)
NE1/4SW1/4, NW1/4SW1/4, SW1/4SW1/4, SE1/4SW1/4 Sec. 9, Twp 7 South, Range 30EBM.
POINT OF DIVERSION:
NW1/4NW1/4SW1/4 Sec. 9, Twp 7 South, Range 30EBM.
CUBIC FEET PER SECOND: Not Listed; DIVERSION RATE: 1.950 IDWR recommending 1.89

Made this 12 day of February, 1998.

James Tiede
Permit Holder

Debra E. Tiede
Spouse of Permit Holder

State of Idaho)
ss
County of Power)

On this 12 day of February, 1998, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

Stanford K Tayerson
Notary Public residing at
Rockland

seal

My commission expires:
6-6-2000

MICROFILMED

COPY

I, the undersigned, an authorized representative for the Idaho Department of Water Resources, hereby acknowledges that James B. & Debbie Tiede have assigned their interest in Water Permit #35-08882, further described on the Assignment of Permit to which this acknowledgment is attached, to Eastern Idaho Agricultural Credit Association.

Authorized Representative
Idaho Department of Water Resources
Eastern Region

Date

MICROFILMED
JAN 03 2002

August 10, 1994

JAMES E TIEDE
2702 RUSSETT RD
AMERICAN FALLS ID 83211

PROOF ACKNOWLEDGEMENT LETTER

RE: PERMIT NO. 35-08882

Dear Permit Holder:

The Department acknowledges receipt of the proof of beneficial use form submitted for the above referenced water right permit.

Enclosed is an order reinstating your permit since the proof was received after the proof due date. Please note that the priority date has been advanced to January 31, 1990.

The next step in the process of developing a water right is for the department to conduct a field examination to determine and confirm the use being made of the water.

If you have questions concerning this matter, please feel free to contact the EASTERN Regional Office in Idaho Falls, at (208)525-7161.

Sincerely,

JULIE L. YARBROUGH
Senior Secretary

Enclosure

c: IDWR - Region

SEP 07 1994

ANALYSIS SHEET
FOR
PROOF OF BENEFICIAL USE

Permit No. 35-8882 Reviewed by JJ Date 8/10/94

GENERAL CONSIDERATIONS

yes Name same as permit?
yes Address same as permit?
no Proof timely received?
If not, complete calculation below.

TYPES OF USE

Irr.

Correct Uses? yes

SOURCE OF WATER

___ Surface water source
✓ Ground water source
no Drilling permit required?
___ Copy in the file? Drilling Permit No. ___
___ Amount paid for permit ___ Correct?
___ Well log in the file?

LICENSE EXAMINATION FEE

yes Required?
125.00 Amount Submitted
yes Correct?

MEASURING DEVICE

yes Required?
yes Installed?
___ Waiver requested?

PRIORITY CALCULATION

Date proof received	8/3/94		
Date proof due	8/1/94	-	
No. of days late	2	=	
Priority Date	1-29-90	+	
New Priority Date	1-31-90		

1-31-90

DEFICIENCIES OR ACTION ITEMS

Reinstate & advance priority to January 31, 1990.

Proof acceptable

DATA ENTRY

New Address ___ Proof Made 8/3/94

WARNING

CANCELLED OR LAPSED

This permit has been officially CANCELLED or LAPSED.

Ninety days following the date of official action this file will be DESTROYED.

August 8, 1994

DEBBIE TIEDE
JAMES B. TIEDE
2702 RUSSETT RD.
AMERICAN FALLS ID 83211

LAPSE NOTICE

RE: PERMIT NO. 35-08882

Dear Permit Holder:

You are hereby notified that under the provisions of Section 42-218A, Idaho Code, the above referenced permit has lapsed and is of no further force nor effect. The department provided the proper forms to you in our proof due notice dated May 31, 1994. No further construction or additional development is authorized under this permit unless it is reinstated.

The permit can only be reinstated if you submit an acceptable proof of beneficial use or an acceptable request for extension of time to the department within sixty (60) days of the mailing of this lapse notice. An acceptable proof of beneficial use submittal must include the examination fee or a completed field examination report. A request for extension of time must be accompanied by a fifty dollar ($50.00) fee.

Enclosed again for your use are a proof of beneficial use form and a request for extension of time form. Please note that only one extension of time can be granted unless the project has not been completed because of lack of a necessary approval by a government agency or by litigation which may bring title to the water in question.

L. GLEN SAXTON
Chief, Water Allocation Bureau

Enclosures

SEP 07 1994

CERTIFICATION OF MAILING

I hereby certify that on 8/8/94 a copy/an original of this document was deposited in the United States mail, postage prepaid addressed to the individual(s) named above.

May 31, 1994

DEBBIE TIEDE
JAMES B. TIEDE
2702 RUSSETT RD.
AMERICAN FALLS ID 83211

PROOF DUE NOTICE

RE: PERMIT NO. 35-08882

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before August 1, 1994. (See last page of your approved permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a complete field examination report prepared by a certified water right examiner may be used to submit the required proof.

If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

SINCERELY,

JULIE L. YARBROUGH
Senior Secretary

Enclosures

SEP 07 1994

CERTIFIED MAIL
NO. 141359

State of Idaho
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

June 11, 1992

James & Debbie Tiede
2702 Russett Road
American Falls, ID 83211

Re: Permit No. 35-08882

Dear Permit Holder:

Enclosed is a copy of the approved request for extension of time. The time within which to submit proof of beneficial use is extended to August 1, 1994. Please note that the department has granted this extension based on due diligence. It is important that you work diligently toward the completion of this project during the construction period allowed. The department may not be able to grant additional requests.

If you have any questions or if I can be of any further assistance, please feel free to contact this office.

Sincerely,

Karen L. Gustafson

Karen L. Gustafson
Secretary/Records Manager

Enclosure

C: IDWR-Regional Office

MICROFILMED
JUN 24 1992

ANALYSIS SHEET
FOR
EXTENSION OF TIME

Permit No. 35-08882 Reviewed by Klg Date 6/9/92

BASIC INFORMATION

6/8/92 Date stamp received
yes Extension received timely
yes Fee received and receipted
yes Name and signature same as permit
no Address Change

BASIS FOR EXTENSION REQUEST

yes Has adequate work been completed to demonstrate due diligence?
_____ Has the permit been involved in litigation?
_____ Is supporting documentation needed to complete the file?_____ Requested?_____
Is delay by a government agency?
_____ Is supporting documentation needed to complete the file?_____ Requested?_____
_____ Is the project more than 25,000 acre feet for irrigation or 10,000 acre feet for a reservoir?

ACTION TAKEN

approve Based on due diligence
extend to 8/1/94

PRIORITY CALCULATION

Date extension received	NA	=	
Proof due date	/	=	
Number of days late	/	=	
Priority date	/	=	
New Priority Date	/	=	

DATA ENTRY

New Address_____
Change Proof Due Date 6/12/92 Klg
Change Priority Date_____

Cavaness & Boomer

BEN CAVANESS
HENRY R. (Hank) BOOMER

ATTORNEYS-AT-LAW
P.O. Box 70 — 376 Roosevelt
American Falls, Idaho 83211

Telephone
(208) 226-2562

June 5, 1992

Karen L. Gustafson
Idaho Dept. of Water Resources
Statehouse Mail
Boise, ID 83720-9000

Re: James B. Tiede - Request for Extension of Time
Permit No. 35-08882

Dear Ms. Gustafson:

Enclosed is the completed Request for Extension of Time relative to Permit No. 35-08882 that I am filing on behalf of Jim Tiede, along with his check to cover the filing fee in the amount of $15.00. If you will require anything further, please let me know.

Very truly yours,

Ben Cavaness

BC:mh

Encl.

RECEIVED
JUN 24 1992

May 31, 1992

JAMES B. TIEDE
DEBBIE TIEDE
2702 RUSSETT RD.
AMERICAN FALLS ID 83211

PROOF DUE NOTICE

RE: PERMIT NO. 35-08882

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SINCERELY,

CERTIFIED MAIL
NO. 139019

Karen L. Gustafson
Secretary/Records Manager

Enclosures

JUN 04 1992

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Statehouse
Boise, Idaho 83720
(208) 327-7900
July 11, 1990

JAMES B. TIEDE
DEBBIE TIEDE
2702 RUSSETT RD.
AMERICAN FALLS, ID 83211

PERMIT APPROVAL NOTICE

RE: PERMIT NO. 35-08882

Dear Permit Holder:

Enclosed is a copy of your approved application for permit. We direct your attention to the conditions of approval on the final page.

You should be aware that the groundwater you propose to divert is located within a drainage basin where surface waters are regulated during the months of low flow. It is possible that diversion of groundwater may have an adverse impact on these surface water flows. Information available to us at this time does not warrant refusing to issue permits in your area, but we do caution that diversions of groundwater are not allowed to deplete flows available for surface water users with earlier priority dates. Siting your well as far from surface sources as possible and casing out upper water producing zones may reduce the potential of interference.

Section 42-235, Idaho Code, requires that a "drilling permit" must be obtained from the department for all wells constructed after July 1, 1987. A drilling permit is a separate permit that must be issued in addition to your permit to appropriate water. Commencement of well construction or diversion of water under your permit to appropriate water is prohibited unless a drilling permit is obtained.

Please note the requirement that as a permit holder you must commence the excavation or construction of diverting works within one year of the date the permit was issued, and you must proceed diligently until the project is completed. The enclosed blue card must be completed and returned to this office as soon as you

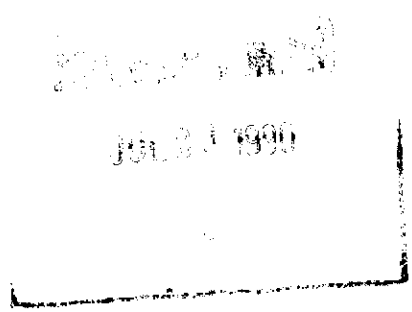
commence construction, no later than one year from the date the permit was approved.

We have enclosed a form entitled "Instructions for Proof of Beneficial Use". Please read the instructions carefully since you must take further action to develop this permit into a license.

Sincerely,

GARY SPACKMAN, Supervisor
Water Right Permits Section

GS: SC
Enclosures



Dist. for staffing 4-31-90

Submitted for advertising 5-19-90

Form No. 202a
4/87

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT ANALYSIS SHEET

INITIAL REVIEW BY PDM DATE 3/16/90 APPLICATION NUMBER 35-8882

James B. or Debbie Tiede

REQUIRED INFORMATION

- ✓ Name (If applicant is a corporation or partnership, names must be provided for the director, officers, & other partners.)
- ✓ Address
- ✓ Source (See USGS Quad for names of water sources)
- ✓ Point of Diversion (10 acres for spring, lot & block descriptions for subdivisions, local name, flow and/or volume)
- ✓ County
- ✓ Quantity (flow and/or volume)
- ✓ Period of Use
- ✓ Nature of proposed use (Include description of use.)
- ✓ Description of diverting works
- ✓ Time required for beneficial use of water
- ✓ Place of use or acres irrigated
- ✓ Map
- ✓ Signature (If applicant is corp. partnership, or minicipality, title of signator is required)
- ✓ Fee
- ✓ Yes ___ No* In form to receipt

ADDITIONAL INFORMATION

- ✓ Overlapping place of use (Describe source & relationship to present application on the back.)
- ✓ Overlapping point of diversion
- ___ Yes ✓ No Field check required
  Field check by _____
- ___ Yes ✓ No Field report attached
- ___ Yes ✓ No Critical groundwater area
- ___ Yes ✓ No Groundwater management area
- ___ Yes ✓ No Send dam safety information
- ___ Yes ✓ No Send power requirement letter
- ___ Yes ✓ No Send fish farm requirement letter
- ___ Yes ✓ No Power residency affidavit
- ___ Yes ✓ No Power efficiency form
- ___ Yes ✓ No Within trustwater boundary (If yes, attach trust water supplementary analysis sheet.)
- ___ Yes ✓ No Diversion greater than 5 cfs or 500 acre ft. (If yes, attach large diversion supplementary analysis sheet.)
- ___ See reverse side for additional information

*REQUEST THE FOLLOWING ADDITIONAL INFORMATION FROM THE APPLICANT

_____

_____ Date Requested _____

RECEIVED
JUN 25 1990
Department of Water Resources

PROCESSING ✓Yes ___No In form for advertising
___Yes ✓No Statewide advertising
✓Yes ___No Fee amount, receipt date & No. recorded on application

SEND COPIES TO ___Idaho Dept. of Health & Welfare ___U.S. BLM
___Idaho Dept. of Fish & Game ___U.S. Forest Service
___Idaho Dept. of Lands ___Water District
___Adjudication Bureau Unit ___Other_____

FINAL REGIONAL PROCESSING REVIEW

✓Yes ___No Affidavit of publication received
___Yes ___No Application published correctly. If not, record action taken.

✓Yes ___No Publication dates & paper, recorded on application
___Yes ✓No Protests received
Final date for protest 5-21-90
___Yes ___No Protests, dates, resolution of protest, recorded on application
___Yes ✓No Recommendations attached
___Yes ✓No Measuring device required
___Yes ✓No Access port required Flow Task Force Memo
___Yes ___No Will water be delivered by watermaster? If yes, what Dist. 01-P05
___Yes ___No Special conditions of approval or cover letter below.

See below ✓ for additional information
Date of priority recommended 1-29-90
By HWS Date 6-20-90

STATE OFFICE REVIEW P05, P23 P17 48 49 46 26

See below for additional information
By JCW Date 6-27-90

ADDITIONAL INFORMATION

App. in NON-TRUST area - OK to allow 2 yrs. to develop

01-May-1990

JAMES B. OR DEBBIE TIEDE
2702 RUSSET RD.
AMERICAN FALLS, ID 83211

RE: Application for Permit No. 35-8882

Dear Water Right Applicant:

The Department of Water Resources acknowledges receipt of your water right permit. This office is currently in the process of advertising the application in the Power County Press on MAY 3 & 10, 1990. The advertisement will be published for two consecutive weeks, and a period of ten days following the second publication will be allowed for the submittal of protests.

If the application is protested, you will be sent a copy of the protest. The protest must be resolved before the application is approved or denied. If the protest is not resolved voluntarily, this Department will conduct a conference and/or hearing on the matter.

If the application is not protested, it will be forwarded to our state office in about five weeks. State office personnel will conduct a complete review prior to final processing of the application and will notify you of the outcome of this review. When a permit is issued, you will be sent a copy. A typical processing time for an unprotested application is about eight weeks.

Please feel free to contact this office if you have any questions regarding this procedure.

Sincerely,

MICROFILMED

JUL 2 5 1990

HAROLD W. JONES
Water Rights Supervisor

HWJ/rb

35-08882

TIEDE, JAMES B.
TIEDE, DEBBIE
2702 RUSSETT RD.
AMERICAN FALLS, ID 83211

Source: GROUNDWATER

Diversion Pt: NWNWSW Sec 9 T 07S R 30E

Use: IRRIGATION (1.950 CFS)
Total Diversion: (1.950 CFS)

Date Filed: 1/29/ 1990

In: T07S R30E S09 NESW NWSW SWSW SESW

160.0 ACRES TOTAL

JUL 23 1990