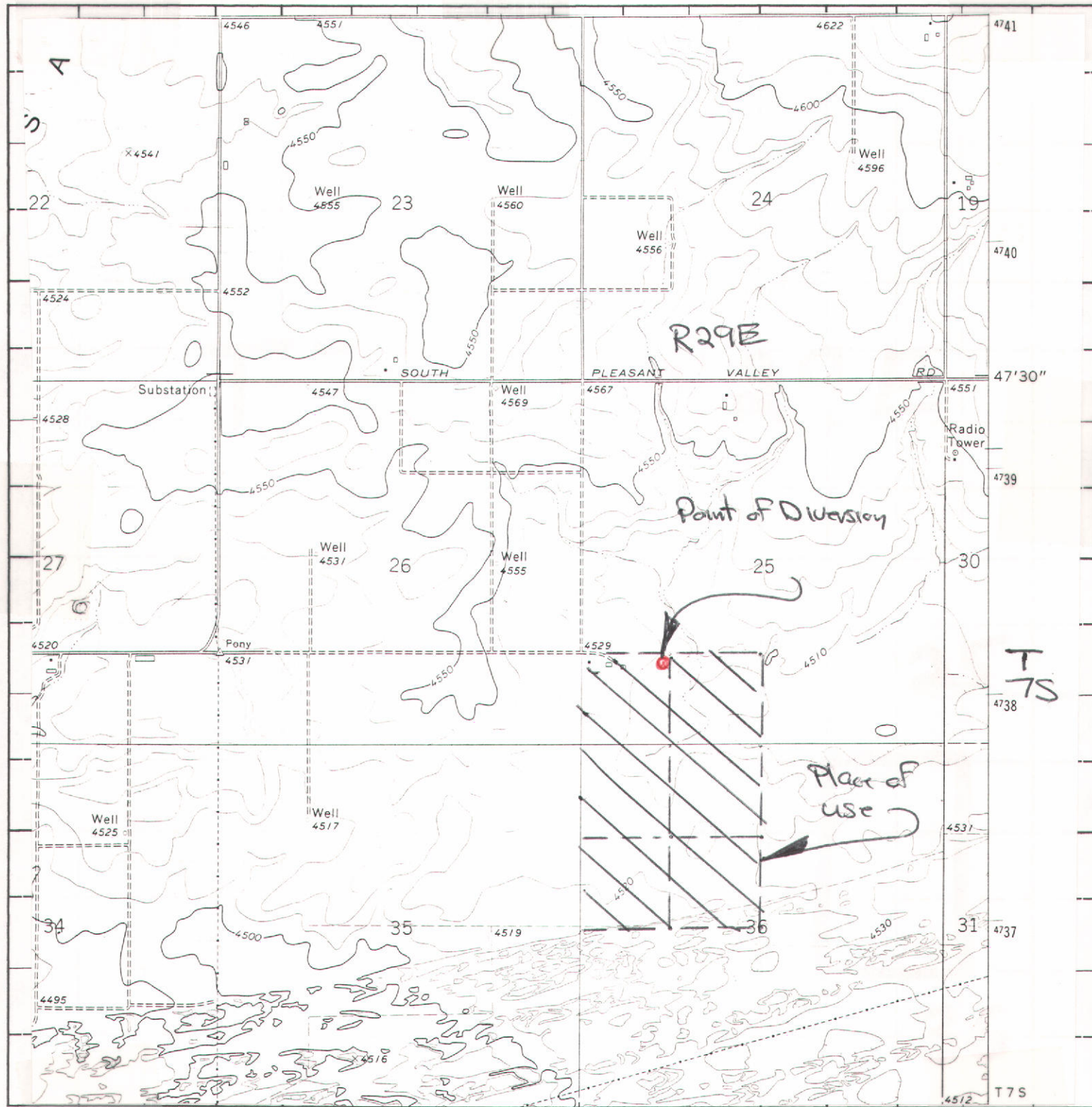


13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile.

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.

MICROFILMED

APR 13 1987

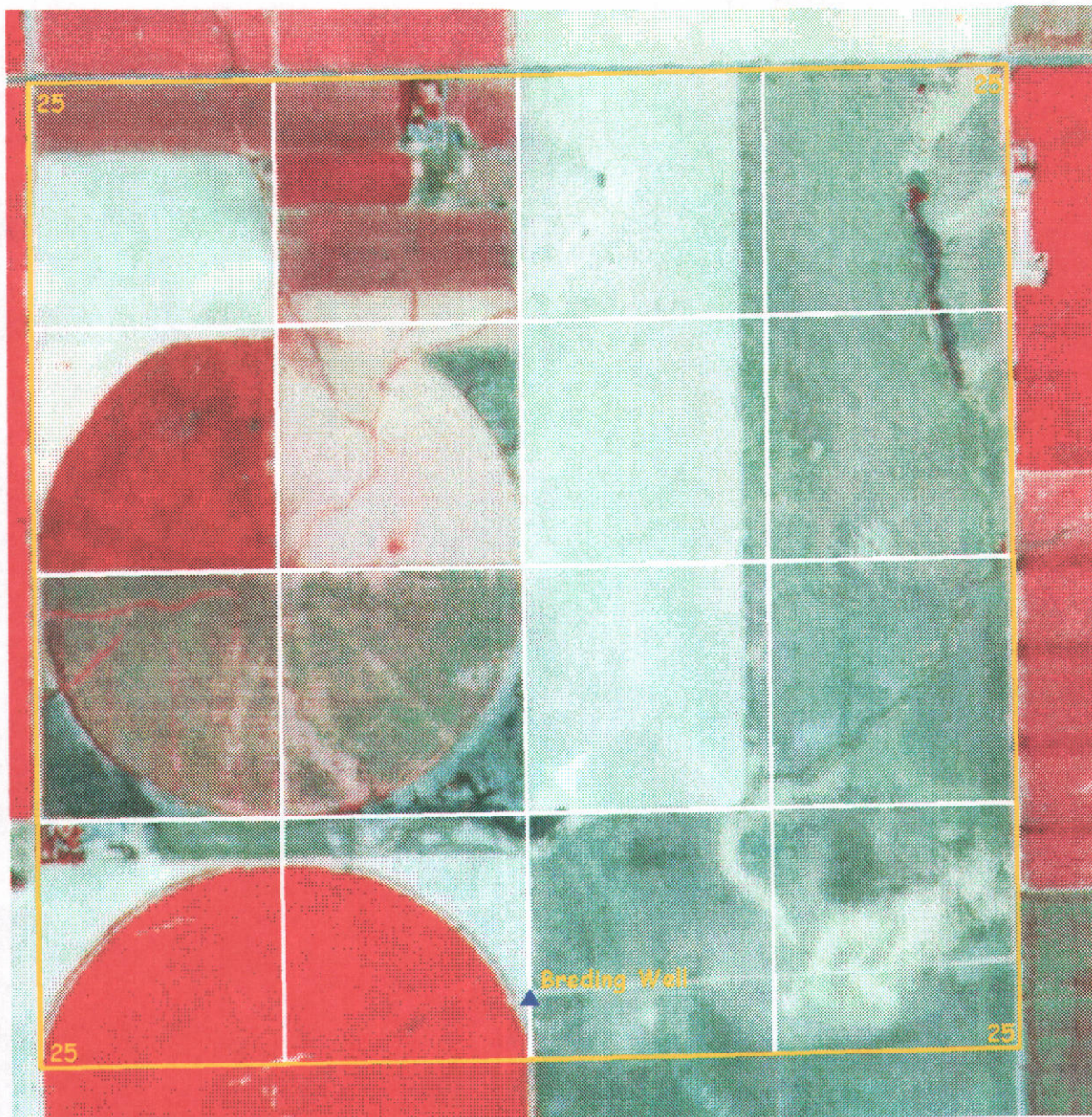
Ralph E. Suding
(Applicant)

Section 25, T07S, R29E

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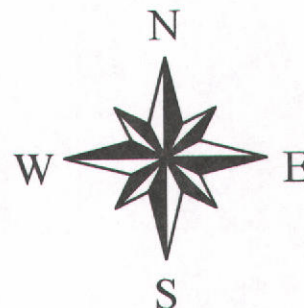
AUG 05 1998

Department of Water Resources



0 1320 2640 3960 5280 Feet

Breeding, Ralph
35-08636
35-08804B



MICROFILMED

AUG 06 1998

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(Vaporized)

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35-08636

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35-08643

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35-08636

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MICROFILMED

JUL 31 1998

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Ralph Brading

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Ralph Brading

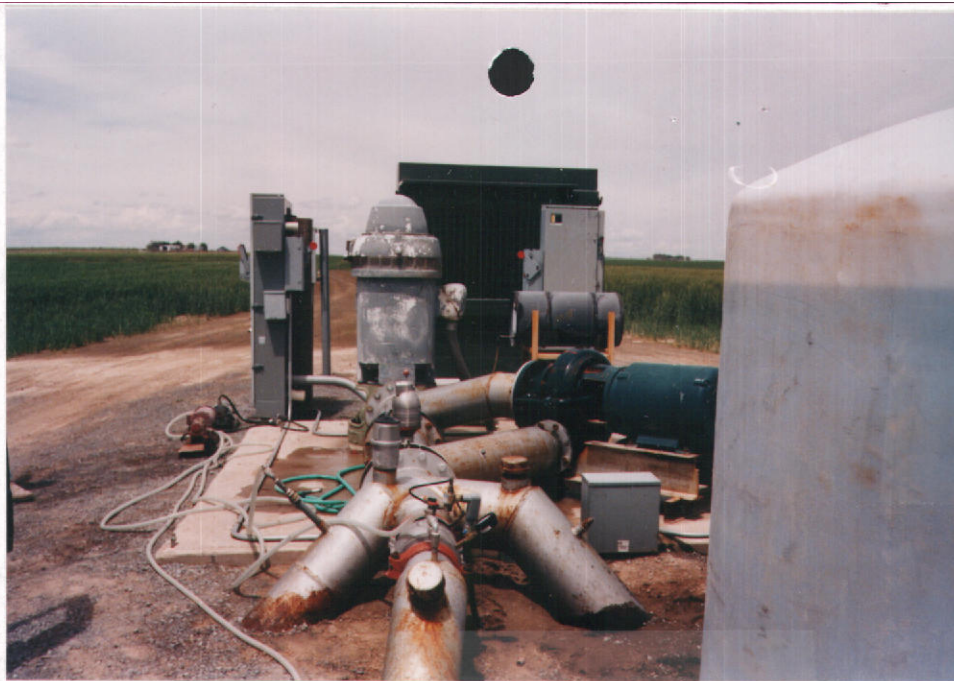
Corners
Out

#156
Gilbert Kent
(Whitman)

#156
Gilbert Kent

MICROFILMED
JUL 31 1998

35-08636



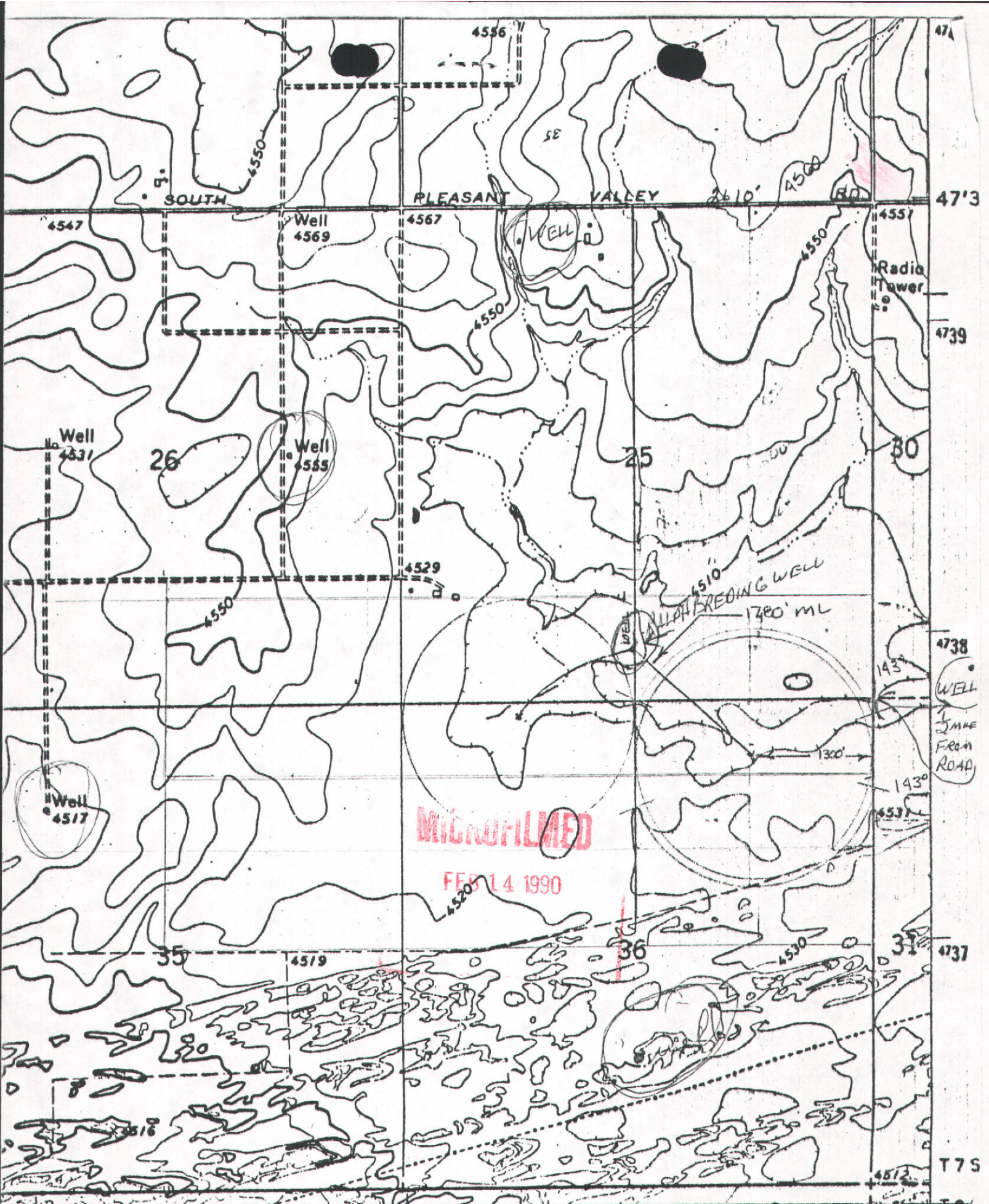
35- 08804 B
35- 8636



Measure man Port

lost well
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MICROFILMED
JUL 31 1998



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121.8 w/o Gun 79° End Gun
15.3 End Gun 19.4

4,5,3,3

DEED OF GIFT

THIS INDENTURE, Made this 6th day of February, 1984, by and between GILBERT BREDDING and GERTRUDE BREDDING, husband and wife, of American Falls, Power County, Idaho, parties of the first part, and RALPH BREDDING and CARLETTA BREDDING, husband and wife, of Rt. #1, American Falls, Idaho 83211, parties of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of ONE AND NO/100 DOLLARS (\$1.00) and the natural love and affection which they have for their son and daughter-in-law, and for the satisfaction and happiness afforded to them in observing the use and enjoyment of the hereinafter described property by their son and daughter-in-law during their lifetime, and in the hopes that their son and daughter-in-law will seek advise from them during their lifetime in their management and use of the hereinafter described property, have granted, bargained, sold, given, and by these presents, do grant, bargain, sell, give, and convey unto the said parties of the second part, and to their heirs and assigns forever, all of the following described real estate, situated in the County of Power, State of Idaho, to-wit:

S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 25, and
N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 36, all in Township 7
South, Range 29, E.B.M.

SAVE AND EXCEPT: Tax #22 of Power County, more particularly described as follows:

Beginning at the NW corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, of Section 25, Township 7 S., Range 29 E.B.M.,
Thence East 700, feet; Thence South 250 feet,
Thence West 700 feet; thence North 250 feet; to the
Point of Beginning, containing four acres more or less.

This Deed of Gift is intended to complete the transfer of the property above described from the Grantor to the Grantee and is intended to supplement the payment of \$5,000.00 from the Grantee to the Grantor prior to the execution of this Deed of Gift.

TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title and interest in and to the said property as well in law as in equity of the said parties of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together with the appurtenances unto the parties of the second part, and to their heirs and assigns forever.

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

Gilbert Bredding
GILBERT BREDDING
Gertrude Bredding
GERTRUDE BREDDING

MICROFILMED

FEB 14 1990

226-5070

Ralph - 226-2109

State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. 35-08636

Priority: February 9, 1987

Maximum Diversion Rate: 4.00 CFS

Maximum Diversion Volume: 960.0 AF

This is to certify, that RALPH E BREDDING

2875 S VISITING RD

AMERICAN FALLS ID 83211

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated February 9, 1987; and has submitted Proof of Beneficial Use on March 14, 1990. An examination indicates that the works have a diversion capacity of 5.060 cfs of water from a **GROUNDWATER** source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/01 to 10/31	4.00 CFS	960.0 AF

LOCATION OF POINT(S) OF DIVERSION:

SESW , Sec. 25, Township 07S, Range 29E
POWER County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
07S	29E	25	SWSW 24	SESW 24	SWSE 19	85
			SESE 18			
		36	NENE 39	NWNE 39	SWNE 10	
			SENE 10	NENW 37	NWNW 37	205
			SWNW 8	SENW 25		

Total number of acres irrigated: 290

CONDITIONS OF APPROVAL AND REMARKS

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount that can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license shall be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. 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.

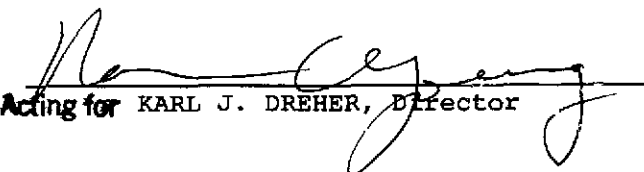
State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. 35-08636

CONDITIONS OF APPROVAL AND REMARKS

6. The Director retains jurisdiction of the right to incorporate the use into a water district, require streamflow augmentation or other action needed to protect prior surface water and groundwater rights.
7. 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.
8. Rights 35-08804B and 35-08636 when combined shall not exceed the irrigation of a total of 290 acres.
9. This right is limited to the irrigation of 240 acres within the place of use described above in a single irrigation season.
10. Right 35-08804B is also diverted through the point(s) of diversion described above.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 25th day of July, 1998.


Acting for KARL J. DREHER, Director

RECEIVED

JUL 20 1998

State of Idaho
Department of Water Resources

Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 35-08636

Date of Priority: February 9, 1987

Maximum Diversion Rate: 4.00 CFS
Maximum Diversion Volume: 960.0 AF

Comes now RALPH E BREDING
2875 S VISITING RD
AMERICAN FALLS ID 83211

and represents to the Director of the

Idaho Department of Water Resources:

That he is the owner and holder of Permit to appropriate the Public Waters of the State of Idaho No. 35-08636, and requests that the permit be changed as follows:

Source: GROUNDWATER

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	04/01 to 10/31	4.00 CFS	960.0 AF

LOCATION OF POINT(S) OF DIVERSION: SESW, Sec. 25, Township 07S, Range 29E
POWER County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
07S	29E	25	SWSW 24	SESW 24	SWSE 19	85
			SESE 18			
	36		NENE 39	NWNE 39	SWNE 10	
			SENE 10	NENW 37	NWNW 37	
			SWNW 8	SENW 25		205

Total number of acres irrigated: 290

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

Signed at American Falls, Id, this 16 day of July, 1998.

Ralph Breeding
(Signature)

101 31 1998

State of Idaho
Department of Water Resources

APPLICATION FOR AMENDMENT
(For Licensing Purposes)
WATER RIGHT NO. 35-08636

FOR DEPARTMENT USE ONLY

Preliminary check by _____ Fee = 5000 Receipted by VS # 2010900 Date 7/20/98

ACTION OF THE DEPARTMENT OF WATER RESOURCES

I, Karl J. Dreher, of the Department of Water Resources hereby approve the
above Application for Amendment for Permit No. 35-08636 with the following;

CONDITIONS OF APPROVAL AND REMARKS

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount that can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license shall be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
5. 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.
6. The Director retains jurisdiction of the right to incorporate the use into a water district, require streamflow augmentation or other action needed to protect prior surface water and groundwater rights.
7. 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.
8. Rights 35-08804B and 35-08636 when combined shall not exceed the irrigation of a total of 290 acres.
9. This right is limited to the irrigation of 240 acres within the place of use described above in a single irrigation season.
10. Right 35-08804B is also diverted through the point(s) of diversion described above.

100 3 1 15-0

State of Idaho
Department of Water Resources

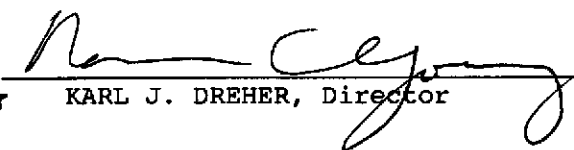
APPLICATION FOR AMENDMENT

(For Licensing Purposes)

WATER RIGHT NO. 35-08636

Witness my hand this 25TH day of July, 1998.

Acting for


KARL J. DREHER, Director

RECEIVED
MAR 14 1990

Department of Water Resources

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

PROOF OF BENEFICIAL USE

For Office Use Only
Fee Received 250.00
Date 3-14-90
Receipt # 1006231
Receipt by CT
Reviewed by _____
Sent to region _____

The Idaho Department of Water Resources will consider this form as a statement that the permit holder(s) has 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.

Permit No. 35-08636
Name(s) of Permit Holder: Ralph E. Breding
Post Office Address: 2875 S. Visiting Rd.
American Falls, ID 83211 Telephone No. 226-2109
Source of Water: Groundwater

Extent of Use:

Domestic _____ (number of households) Stockwater _____ (number and type of stock)
Irrigation 240 (acres) Other/Remark _____

Total rate and/or volume for which proof is submitted 6.4 cfs _____ acre-feet

Show the date water was first diverted and beneficially used under this permit: 1987

Measuring Device: Required? ☒ Yes ☐ No
Installed? ☒ Yes ☐ No
Fee enclosed \$ 250.00
(See License Examination Fee Schedule)

Flow Measurement Port: Required? ☒ Yes ☐ No
Installed? ☒ Yes ☐ No

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

Ralph E. Breding 226-2109
(Name) (Telephone Number)

2875 S. Visiting Rd. American Falls ID 83211
(Address)

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.

March 14, 1990 Ralph E. Breding
Date Signature of Permit Holder (and title, if appropriate)

MICROFILMED
MAY 23 1990

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 35-08636

Proposed Priority: February 9, 1987 Maximum Diversion Rate: 4.00 CFS

This is to certify, that **RALPH E. BREDDING**
RT. 1 BOX 178
AMERICAN FALLS, ID 832110000
has applied for a permit to appropriate water from: **GROUNDWATER**
and a permit is **APPROVED** for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>
IRRIGATION	04/01 to 11/01	4.00 CFS

LOCATION OF POINT(S) OF DIVERSION: SWSW Sec. 25, Township 07S, Range 29E
POWER County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
07S	29E	25	SWSW 40	SESW 40		80
		36	NENW 40	NWNW 40	SWNW 40	160
			SESW 40			
Total number of acres irrigated:						240

CONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before **January 1, 1991**.
2. Subject to all prior water rights.
3. Permit holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
4. 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.
5. 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.
6. Prior to the diversion of water under this permit a flow measurement port or other device as specified by the Department shall be installed to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.
7. The rate of diversion of water for irrigation under this permit and all other water rights on the same land shall be **2.00** cubic feet per second for each acre of land.

MICROFILMED

FEB 14 1987

State of Idaho
Department of Water Resources

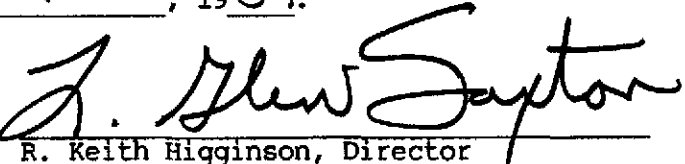
Permit To Appropriate Water

NO. 35-08636

CONDITIONS/REMARKS:

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

22nd day of December, 1989.


R. Keith Higginson, Director

RECORDED
INDEXED

FILED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant RALPH E. BREIDING Phone 208-226-2109
Post office address ROUTE 1, BOX 178, AMERICAN FALLS, IDAHO 83211
2. Source of water supply GROUND WATER which is a tributary of _____
3. Location of point of diversion is SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$, Govt Lot _____
Sec. 25 Township 7S Range 29 E B.M. POWER County, additional
points of diversion if any: _____
4. Water will be used for the following purposes
Amount 4.0 for IRRIGATION purposes from 4-1 to 11-1 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
5. Total quantity to be appropriated is (a) 4.0 and/or (b) _____
cubic feet per second acre feet per annum
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. WELL, PUMP, AND SPRINKLER
SYSTEM

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 well diameter is 20 inches, proposed depth of well is 300 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
1-5 years (minimum 1 year)

RECEIVED

APR 13 1981

[illegible]

applicant to make this filing.

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

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

APOL 154N T

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

APOLICAN

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

END.

Total number of acres to be irrigated

240

[illegible]

ponding place of use below. See instructions for standard symbols.

b If water is used for other purposes, place a symbol of the use (example: *D for Domestic*) in the corresponding column.

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

9 Description of place of use:

e Other; describe fully

d. Domestic; show number of households.

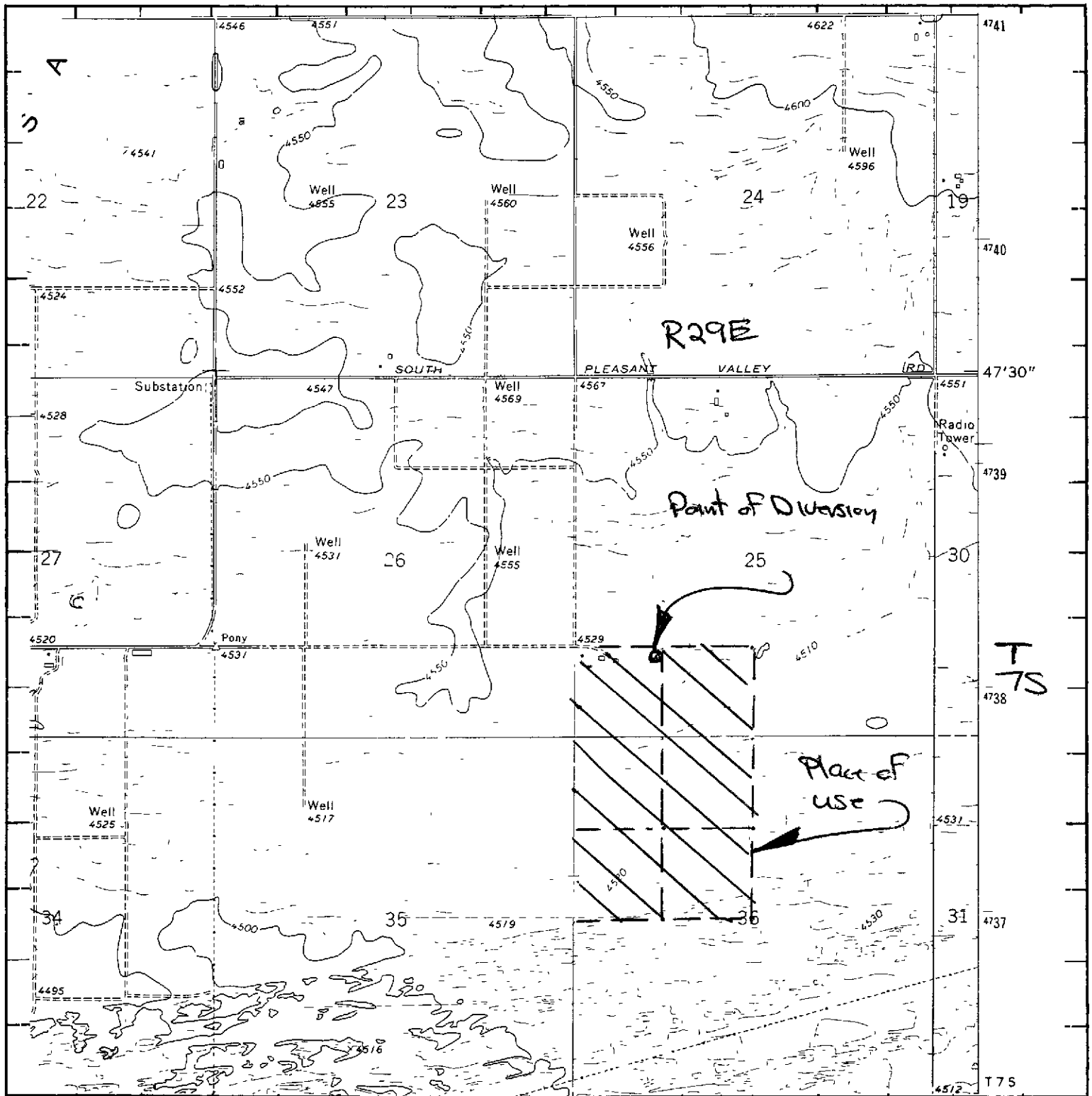
c. Municipal; show name of municipality.

b Stockwatering; list number and kind of livestock.

a Hydropower, show total feet of head and proposed capacity in kW.

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

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

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:

RECEIVED

APR 13 1987

Ralph E. Buehling
(Applicant)

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

Received by HWS Date 2-9-87 Time 4:36pm Preliminary check by HWS
Fee \$ 105.00 Received by HWS # 44031 Date 2-9-87
Publication prepared by HWS Date 2-11-87 Published in Idaho Water Resources
Publication approved all Date 3-05-87

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

APR 13 1987

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

WITH RESPECT TO INTERIM APPROVAL OF

APPLICATION FOR PERMIT NO. 35-8636

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 35-8636; and interim approval is granted subject to the following limitations and conditions:

- a. Subject to all prior water rights.
- b. A measuring device or an access port of a design approved by IDWR shall be installed prior to diverting water under the interim approval.
- c. The water user acknowledges that the interim approval does not convey a continuing right to divert water and does not convey any right to divert water except as specifically provided in the interim approval.
- d. The water user assumes all risk that he or she will be successful in obtaining a permit for water which may be reallocated under the Water Appropriation Rules and Regulations. The water user accepts all risk that storage water will be available and obtainable from the rental pool in future years to allow the interim approval procedure to continue, if storage water is required.
- e. Violation of interim approval conditions, provisions of the Idaho Code, or the Water Appropriation Rules and Regulations is cause for cancellation of the interim approval and denial of future requests.
- f. By accepting and commencing diversion of water under this interim approval, the water user acknowledges and agrees that the Director of IDWR is authorized to disconnect the power supply from the pump motor used to divert water under the interim approval or to take other reasonable steps to insure that water is not diverted during any period the interim approval is suspended or revoked.
- g. The Director may impose additional conditions not a part of the original interim approval conditions as determined by the Director.
- h. The filing on which the interim approval is given may be reprocessed under the provisions of Section 42-203C, Idaho Code, at the request of the water user or as determined by the Director in compliance with pertinent adopted rules and regulations and statutes.
- i. Investments made by the water user to divert and use water under the interim approval will not be considered by IDWR when reprocessing the filing under the provisions of 42-203C, Idaho Code.

Witness my hand this 20th day of March, 1987.

MICROFILMED

APR 13 1987


Chief, Operations Bureau

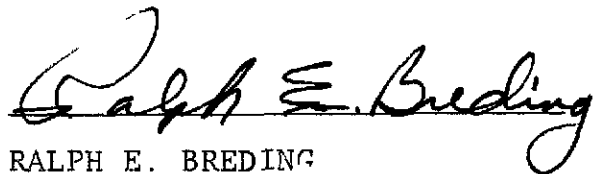
RECEIVED

FEB 10 1987

Department of Water Resources
Eastern District Office

February 9, 1987

I do request that my recent application for groundwater irrigation of ground in the NW $\frac{1}{4}$, Sec. 36, and the S $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 25, from a point of diversion in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 25, T. 7S, R. 29E, be processed as an interim permit as soon as possible.


RALPH E. BREEDING

MISSOURI

APR 13 1987

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO
COUNTY OF POWER

...Brett.Crompton..... being first duly
sworn on oath, states:

That ...he.. is the ..editor.....
of the Power county Press, a newspaper of
general circulation in Power County, Idaho,
published weekly at American Falls in said
county, that said newspaper has been pub-
lished in said county uninterruptedly and
continuously for over seventy-eight consec-
utive weeks, prior to the first publication
of the annexed notice or advertisement:

That the annexed notice or advertisement
was published as per clipping attached in
the regular and entire edition of said
newspaper and not in any supplement thereof

for...2... successive weekly issues thereof,
the date of the first publication being the

.....18.. day of February.....1987....
and the date of last publication being the

.....25... day of February.....1987....

(Signed) *Brett Crompton*
Subscribed and sworn to before me this

.....25... day of February.....1987....

(SEAL)

.....*Ken Deann*.....
Notary Public, residing at
American Falls, Idaho

My commission expires the

...19....day of *Jan*..1987.

**Application
for water right**

Published in The Power County
Press February 18 & 25, 1987.

**NOTICE OF APPLICATION
FOR WATER RIGHT**

The following applications have
been filed to appropriate the public
waters of the State of Idaho:

35-8636
BREIDING, RALPH E
RT. 1 BOX 178, AMERICAN
FALLS, ID 83211
Source: GROUNDWATER
Division Pt: SWSW Sec 25 T 07S R
29E
Use: IRRIGATION (40 CFS)
Date Filed: 02/09/1987
In SWSW SESW Sec 25 T 07S R
29E NENW NWNW SWNW SENW
Sec 36 T 07S R 29E FOR 240
ACRES

Application is being advertised
under the interim approval condi-
tions

The permits 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 March 9,
1987

Ken Deann
Director

FILED 20 1987

ment of Water Resources
stern District Office

1887 2 1 1987



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

MEMORANDUM

RECEIVED

AUG 05 1998

Department of Water Resources

To: Shelley Keen
From: Paul Meyer, Eastern
Date: August 3, 1998

RE: Location of Breeding well for 35-08636, 35-08804B.

Shelley,

You'll find I've attached a GIS-generated map of the location of Ralph Breeding's well in the S $\frac{1}{2}$ of the S $\frac{1}{2}$ of Section 25, Twn. 07S, Rge. 29E.

I met with Mr. Breeding June 8, 1998 and collected GPS data onsite. Locating the well, even with the aid of GIS (Geographic Information System) and GPS (Global Positioning System) is extremely difficult as it straddles the line between the SESW and SWSE of Section 25.

I feel that we are presently asking too much of the GPS and GCDB (Geographic Coordinate Database) to provide survey-grade results for a case such as this. As a result, I recommend locating the well as licensed in the SESW, Section 25, T07S, R29E.

21

RECEIVED

AUG 1998

Section 25, T07S, R29E

RECEIVED

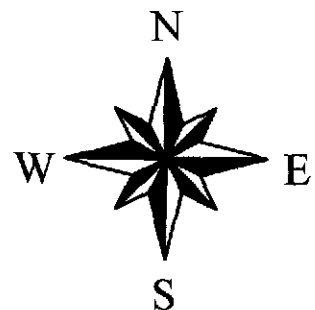
AUG 05 1998

Department of Water Resources



0 1320 2640 3960 5280 Feet

Breding, Ralph
35-08636
35-08804B



MICROFILMED

AUG 08 1998



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

July 27, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

RALPH E BREDDING
2875 S VISITING RD
AMERICAN FALLS ID 83211

RE: WATER RIGHT NO. 35-08636

Dear Water Right Holder(s):

The Department of Water Resources (the Department) has issued the enclosed license confirming that a water right has been established in accordance with the permit referenced above. 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 of the Department unless a party petitions for reconsideration or files an exception and/or brief 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 twenty-one (21) 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. Otherwise, this preliminary order will become a final order of the Department.

If any party appeals or takes exceptions to this preliminary order, opposing parties shall have twenty-one (21) days to respond to any party's appeal. Written briefs in support of or taking exceptions to the preliminary order shall be filed with the Department. The Department retains the right to review the preliminary order on its own motion.

ORAL ARGUMENT

If the Department grants a petition to review the preliminary order, the Department 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 Department will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Department 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 Department in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with Rules of Procedure 302 and 303.

FINAL ORDER

The Department 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 Department 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:

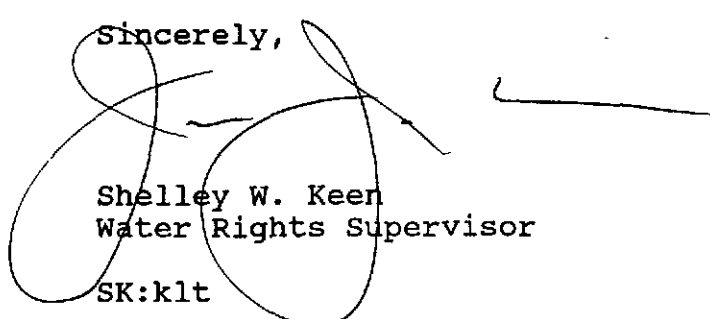
- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

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.

For your records I have also enclosed a copy of your Application for Amendment of Permit, which was approved.

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

Sincerely,



Shelley W. Keen
Water Rights Supervisor

SK:klt

Enclosure



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

July 8, 1998

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

RALPH BREDDING
2875 S VISITING RD
AMERICAN FALLS ID 83211

RE: Water Rights 35-08804A, 35-08804B, and 35-08636

Dear Ralph:

As we discussed on the phone this morning, besides processing your two transfer applications we are also preparing to issue three water right licenses to you. Our reviewer has indicated that before the licenses can be issued, each of your permits must be amended to depict your places of use and points of diversion as they were actually developed.

I have enclosed three Application for Amendment forms that depict the points of diversion, places of use, and other items as they will appear on your licenses. The last page of each Application for Amendment form contains a list of proposed conditions that may be modified upon further administrative review. Please review the amendment forms carefully. If you concur with the information presented, sign the forms and return them with the \$150.00 filing fees (\$50.00 each) within fourteen days.

If you have any questions about this information, please contact me at (208) 327-7946 in Boise.

Sincerely,

A handwritten signature in cursive script that reads "Shelley Walter Keen".

Shelley Walter Keen
Water Rights Supervisor

Enclosures

MEMORANDUM

DATE: July 8, 1998

TO: Water Right Files 35-08804, 35-08636, and Transfer #5202

FROM: Shelley W. Keen ^{SWK}

RE: Location of point of diversion

Eastern Region staff notified me today that they have confirmed that the well serving as the point of diversion for 35-08804B, 35-08636, and Transfer #5202 is in the SESW, Section 25, Township 7 South, Range 29 East. I called the right holder, Mr. Breeding, and notified him that the transfer will have to be re-advertised and that I will send him amendment forms for 35-08804B and 35-08636

MEMORANDUM

DATE: June 5, 1998

TO: Water Right Files 35-08804, 35-08636, and Transfer #5202

FROM: Shelley W. Keen *SWK*

RE: Location of point of diversion and POU overlap

Transfer #5202 is being processed at the same time that other rights on the same irrigation system, 35-08804B and 35-08636, are being licensed. The examiner for 35-08804B and 35-08636 found the common well to be in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 25, T7S, R29E. The transfer application locates it in the SW $\frac{1}{4}$ SE $\frac{1}{4}$. Skip Jones of Eastern Region has agreed to send an agent with a GPS unit to determine the correct location. When I spoke to the right holder, Ralph Breeding, yesterday, he was amenable to this procedure.

Also, after the licenses are issued Mr. Breeding will need only 33 acres, not 45 as listed on transfer #5202, to cover the place of use under his system. Mr. Breeding told me that he prefers that we approve the transfer for only the number of acres needed. The remainder should be left at the current place of use.

6/30/98 Today I spoke with Sr. WR Agent Paul Meyer in Idaho Falls about the effort to confirm the P/O location. Paul has collected GPS data, which needs to be corrected. As soon as the corrections are made, Paul will forward the information here. He expects to have it done by next week.

S.W. Keen

WR0749NP
No. 135-08636

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 06/02/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	RALPH E BREIDING 2875 S VISITING RD AMERICAN FALLS ID 832110000	02/09/1987	IRRIGATION	04/01 10/31	4.000 CFS	960.00 AFA
TOTAL DIVERSION:					4.000 CFS	960.00 AFA

Water Source: GROUNDWATER ✓

Tributary to:

Stage: LICENSE

Point(s) of Diversion Capacity: 5.060 CFS ✓

Point(s) of Diversion: T07S R29E S25

SESW ✓

POWER County

Place of use Legal Description for: IRRIGATION

NE				NW				SW				SE																				
NENE		NWNE		SWNE		SENE		NENW		NWNW		SWNW		SENW		NESW		NWSW		SWSW		SESW		NESE		NWSE		SWSE		SESE		
T	R	S	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	SUM	
07S	29E	25	:																												85.0	
07S	29E	36	:	39		39		10		10	:	37		37		08		25	:												205.0	
																TOTAL ACRES										290.0						

Pou County: POWER

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):

L35-08804B

Other Water Rights Listing Overlapping Place(s) of use:

35-08636 35-08804 L35-08804A L35-08804B ~~T35-02432B~~ ~~T35-07391B~~

Conditions of Approval:

- ✓ 048 - 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.
- ✓ 049 - The Director retains jurisdiction of the right to incorporate
 - the use into a water district, require streamflow augmentation
 - or other action needed to protect prior surface water and
 - groundwater rights.
- ✓ R64 - 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.

Remarks: GEN ✓ Rights 35-08804B and 35-08636 when combined shall not exceed the irrigation of a total of 290 acres.
✓ This right is limited to the irrigation of 240 acres within the place of use described above in a single irrigation season.
✓ Right 35-08804B is also diverted through the point(s) of diversion described above.

WR0749NP
No. L35-08636

IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT PROFILE REPORT

DATE: 06/02/98
PAGE: 2

=====
Dates: App. Received: 02/09/1987 Priority Date: 02/09/1987
Proof Due Date: 01/01/1991 Proof Made Date: 03/14/1990
Exam Made Date: 06/24/1991 Exam Sent to S.O.: 05/07/1997
Licensed Date:

Misc: Water District Number: Field Exam Fee: R (Received)

Audit: 06/02/98 SCURTIS

(WATER RIGHT NUMBERS THAT BEGIN WITH AN '*' ARE ADJUDICATION CLAIMS)
(QUARTER-QUARTERS WITH A '?' HAVE DIFFERENT ACREAGE AMOUNTS--CHECK THE DATA BASE RECORDS)

WR-NUMBER	SOURCE	NE				NW				SW				SE				SUM	
		NE		NW		SW		SE		NE		NW		SW		SE			
		Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac		
L3508636	T07S R29E S25 GROUNDWATER																		
	:												24	24	:		19	18 :	85
3502223	GROUNDWATE :							10											10
A3502223	GROUNDWATE :							05											5
R3502223B	GROUNDWATE :							05											5
3504163	GROUNDWATE :							05											5
3507265	GROUNDWATE :							39	39	40	40	32	32						222
A3507265A	GROUNDWATE :							39	39	40	40		32						190
R3507265A	GROUNDWATE :							30	38	39	40		32						179
A3507265B	GROUNDWATE :											32							32
R3507265B	GROUNDWATE :											32							32
3508052	GROUNDWATE :											32							32
~~3508636~~	~~GROUNDWATE :~~													40	40	:			~~80~~
3508804	GROUNDWATE :	40	40	40	40											40	40	40	320
L3508804A	GROUNDWATE :	39	39	40	40											40	40	16	270
L3508804B	GROUNDWATE :												24	24	:		19	18 :	85
--86 MAP--	C77Q-AA 84 :	06	28	32	04	39	41	40	40	40	40	40	37	02	37	04			430
L3508636	T07S R29E S36 GROUNDWATER																		
	:	39	39	10	10	37	37	08	25	:									205
T3502432B	GROUNDWATE :							22	22	:									44
T3507391B	GROUNDWATE :							22	22	:									44
3507457	GROUNDWATE :										40	40	40	40	40	40	40	40	320
A3507457	GROUNDWATE :										40	40	40	40	40	40	40	40	320
R3507457	GROUNDWATE :										40	40	40	40	40	40	40	40	320
~~3508636~~	~~GROUNDWATE :~~					40	40	40	40	:									~~160~~
L3508804B	GROUNDWATE :	39	39	10	10	37	37	08	25	:									205
--86 MAP--	C77Q-AA 84 :		02	10	04	39	39	39	39	40	39	37	39	39	39	39	42		486

MEMORANDUM

TO: Files 35-08636 and 35-08804B

FROM: Sharla

DATE: June 3, 1998

RE: Recommendation Adjustment(s)

The adjustments to licensing recommendations for Permit Nos. 35-08636 and 35-08804B are as follows:

C DIVERSION AND DELIVERY SYSTEM

2 Place(s) of Use

T7S, R29E, S25 - SWSW (24 acres) SESW (24 acres) SWSE (19 acres),
SESE (18 acres)

S36 - NENE (39 acres) NWNE (39 acres) SWNE (10 acres)
SENE (10 acres) NENW (37 acres) NWNW (37 acres)
SWNW (8 acres) SENW (25 acres)

TOTAL = 290 acres

H. RECOMMENDATIONS

35-08636

Irrigation 4/1 - 10/31 4 00 cfs 960 0 afa

Overlap Right 35-08804B being licensed for 1 06 cfs for a combined total
limited by capacity of 5 06 cfs

35-08804B.

Irrigation 4/1 - 10/31 1 06 cfs 200.0 afa

Overlap Right 35-08636 being licensed for 4 00 cfs for a combined total
limited by capacity of 5 06 cfs

Examiner: Keith Wilson

Exam Date: June 24, 1991

LICENSE REVIEW CHECKLIST

PERMIT NO. 35-08636

DATE 5/29/98

REVIEWER: SHARLA

NAME Change/OK
Address update

SOURCE OK Does change clarify orig intended source? If no, Void permit

POINT OF DIV chg ☒ Change (P39 /P47) ☐ Add (P45/P42) Feds - P40

W32 (multiple in 1/4)
W36 (overlap)
W59 (subd desc)

Overlaps. Right(s): 35-8804B
File reviewed ☐ Profile reports printed ☐

PLACE OF USE chg ☐ Change (P41/P47) ☒ Add (P41/P42) Feds - P43

W60 (subd. desc)
W27 (ppu acre limit)

Overlaps: Right(s): ☐
File reviewed ☐ Profile reports printed ☐

PD & PU amend (P37) Feds - P48

RATE OF DIV

Permitted Rate 4.00 cfs

Fee limit 7.00 cfs \$250⁰⁰ fee should have been \$175⁰⁰

Measured 4.46 cfs 5.06

Theoretical 4.46 cfs 3.87 @ 225' left and 75' right

Recommended Total Div Rate 4.19 cfs

WATER USES

<u>OK</u>	<u>4.00</u> cfs	<u>960.0</u> af	Irrig -	overlap (R58-R61, R62-R65, R66-R69)
				supp gw (WB7/065/079)
				overlap spec combined rts (W35)
				<1acre (W31)
			Domestic	(W01/WB5/070/071/075)
			Power	(W42 or W43/025/027/R22 or R23)
			Fish (042)	Fire (077) Wtr Quality (081/R07)
TOTALS	<u>4.00</u> cfs	<u>960.0</u> af		

Flow rate 4.00 cfs X 214 days X 1.98 = 1694.9 af

REMARKS

W35 (290 ac)

ADD'L CONDITIONS ☐ Watermaster Control WD# ☐

☐ GW Measurement/Measuring Device

☐ Others Trust (052/R55 - remove 051)

Non-trust (048/049)

Advance Priority ☐ yes ☒ no

SRBA Claim NA

Adjust Memo P37

Amend letters P41, P38

P47

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

RECEIVED

MAY 09 1997

Department of Water Resources

A. GENERAL INFORMATION

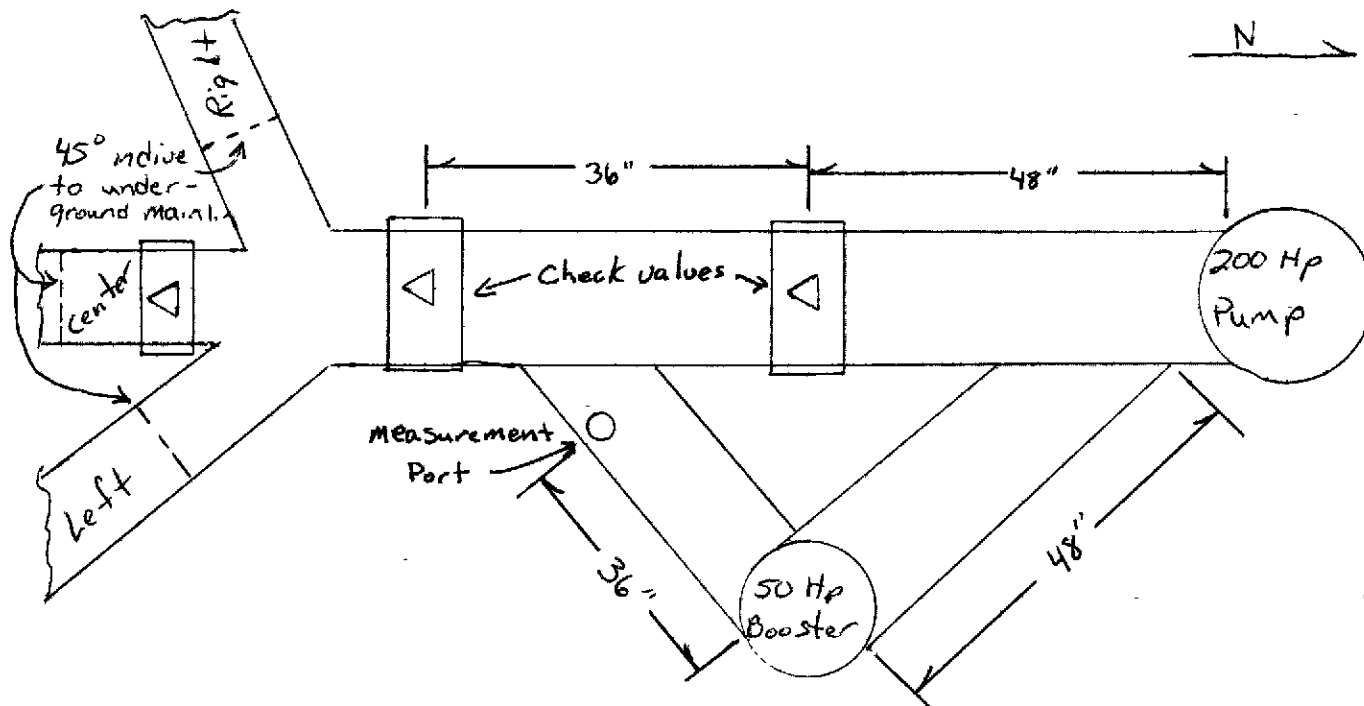
Permit No. 35-8636
1. Owner: Ralph E. Breeding Phone No. 206-2109
Current Address B 2875 S. Visiting Rd American Falls, Id 83211
2. Accompanied by: Ralph E Breeding EXAM DATE: 6-24-91
Address: Same Phone No. Same
Relationship to Permit Holder: owner
3. Source: ground water tributary to _____

B. OVERLAP REVIEW

1. Other water rights with same place of use _____ ☐ Copies Attached
2. Other water rights with same point of diversion: 35-08804 B
_____ ☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

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



Scale: 1" = _____

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

MAY 13 1998

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

☐ See Remarks on page 4 for continuation

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

[illegible]

Indicate Method of Determination

[illegible]

Do not use this space

D. FLOW MEASUREMENTS

☒ Additional Data Sheets Attached

1

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date
Hall Meter	Pitot	COX	120387	5120387	10"	-
Flow Indicator	Manometer	IDWR	-	-	60"	-
Pressure Gage	Rainbird	Flu 2	RBC-L160PB	-	0-160	-
Olympic well probe	Electric	Olympic	500	-	500'	-

2. Measurements:

80% Efficiency according to owner

$$Q = 250 \text{ HP} (8.814) (.8)$$

$$= 2000.8 \text{ gpm}$$

$$220' + (76 \text{ psi} \times 2.308)$$

$$220' \text{ dynamic pumping depth } 76 \text{ psi}$$

E. FLOW CALCULATIONS

☒ Additional Computation Sheets Attached

1. Measured Method:

2. Alternate Method for Checking Purposes:

F. PUMP EFFICIENCY DATA (Optional)

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

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

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

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

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

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

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

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{IR} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 240 \text{ acres} \times 4.0 \text{ af} = 960 \text{ af}$$

$$V_{DR} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 4.19 \text{ cfs} \times 214 \text{ d.} \times 1.9835 = 1778.5$$

$$V = \text{Smaller of } V_{IR} \text{ and } V_{DR} = 960 \text{ af}$$

2. Volume Calculations for Other Uses

201.5.1.1078

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

Field Examiner's Name Gary Bliss Signature Gary Bliss
Certification Date _____
Field Report Preparation Date _____
CONSULTANT SEAL _____

J. AUTHENTICATION

2. Recommended Amendments
☒ Change P.D. as reflected above
☒ Change P.U. as reflected above
☐ Add P.D. as reflected above
☐ Add P.U. as reflected above
☐ None
☐ Other

Beneficial Use Irrigation
Period of Use From 4-01 To 10-31
Rate of Diversion 4.19 cfs
Annual Volume 960 afc
Totals: 4.19 cfs 960 afc

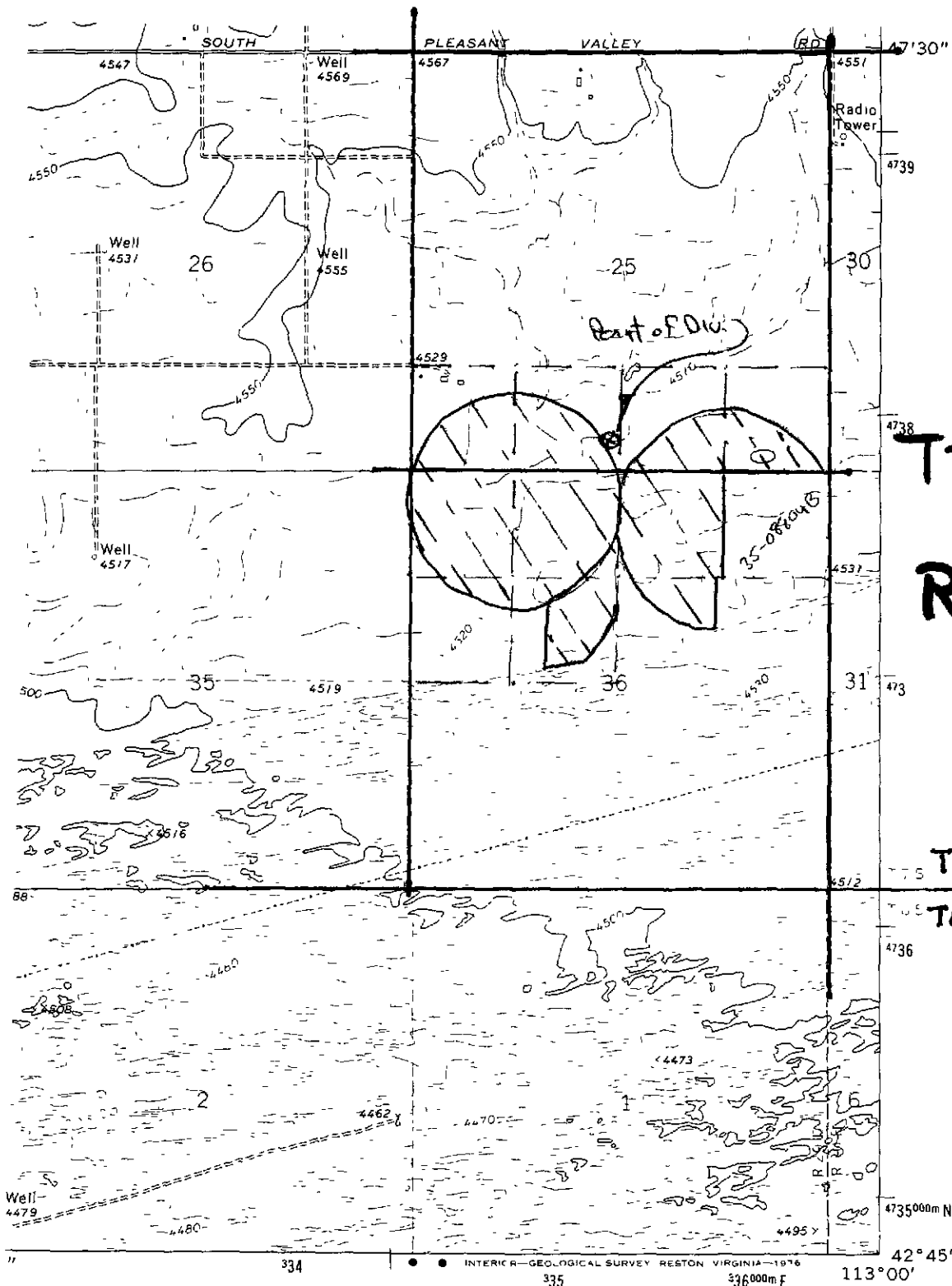
1. Recommended Amounts

I. RECOMMENDATIONS

Since only 240 acres were available under this permit a portion of the South River could not be licensed. Applicant has been notified.
AW

H. REMARKS AND OVERLAP REVIEW ANALYSIS
Total measured was 5.06 cfs. Of this 0.215 cfs was used for 35-08804B. Therefore 4.845 remains for 35-07636

MEASURED BY



T7S

R29E

T7S

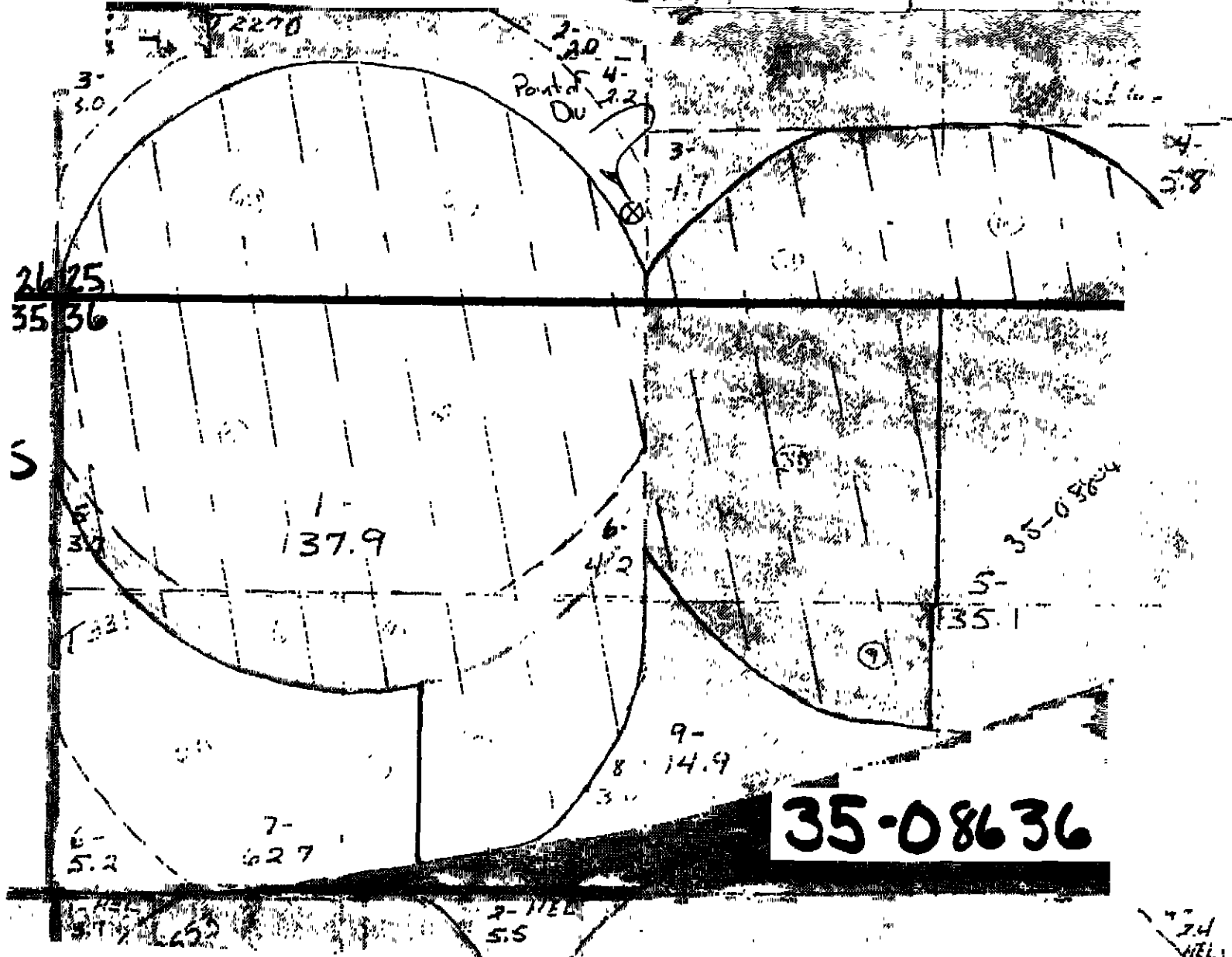
T8S

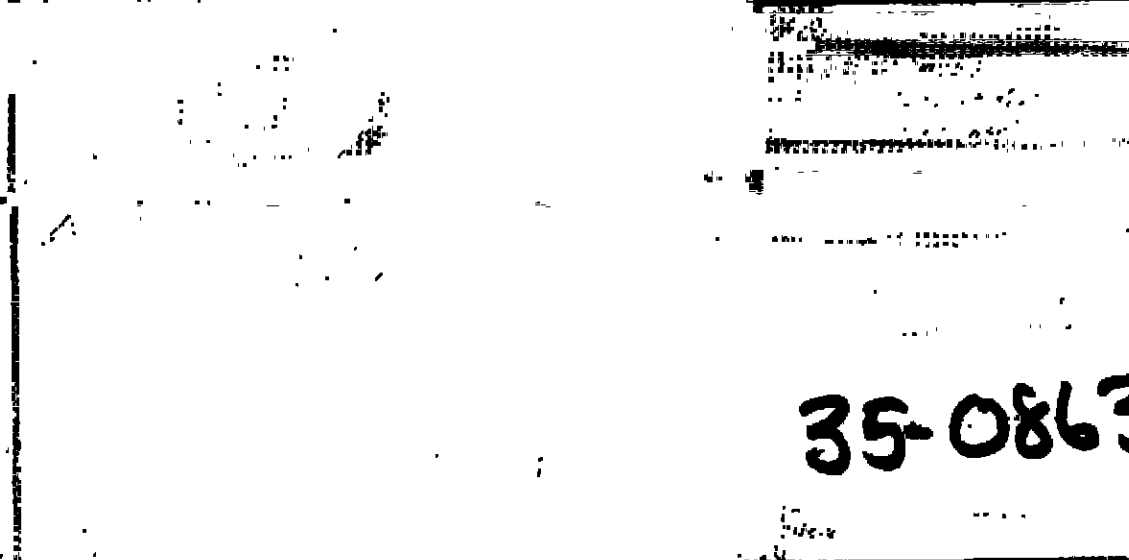
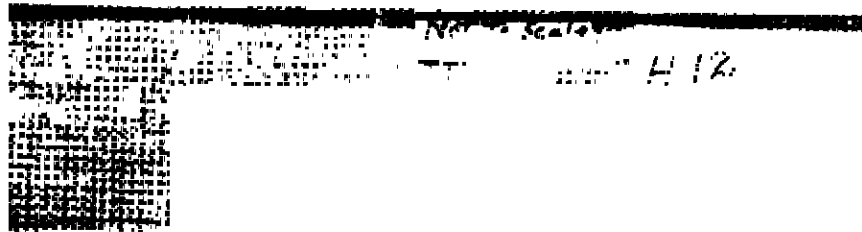
35-8636

T7S

35-08636

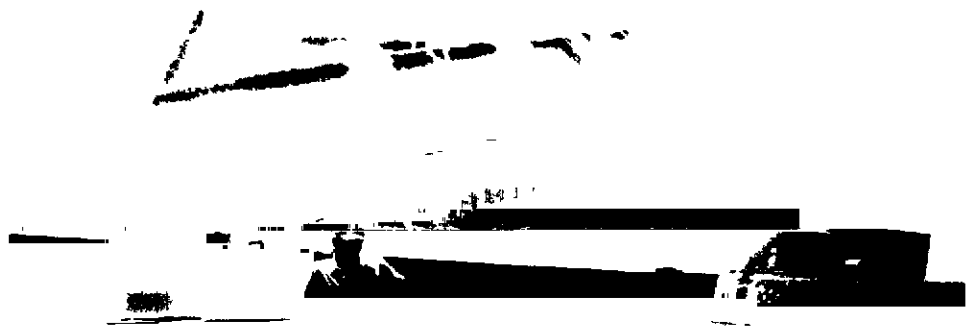
107.4







35-08804B
35-8636



Port



lost well
Probe

35-8636

FIELD FORM FOR WELL WATER LEVEL MEASUREMENT PROBLEM DOCUMENTATION

This form should be used upon the occurrence of any unusual circumstances during well water level measurements. The form should be kept on file with the Department and will be used by the Bureau of Risk Management if a damage claim is filed by the well owner.

Date: 6-24-91 Time: 2:30 pm

Well Owner: Ralph Breeding

Staff Making Measurement: Gary Buss

Other People Present: Ralph Breeding

Well Location: T 7S R 29E sec 25 SW SW

Type of Well - irrigation ☒ municipal ☐ industrial ☐
commercial ☐ domestic ☐ no present use ☐

Motor: Manufacturer US Electric HP 200

Model C2694-02-170-J Serial CC1006584

Type of Pump - vertical turbine ☒ submersible ☐
end suction ☐ none ☐

was pump operating during measurement? yes ☒ no ☐

Pump: Manufacturer Worthington

Model 004489 Serial unknown

Purpose of Measurement - theoretical flow rate ☒
pump efficiency test ☐
groundwater inventory ☐
other ☐

Type of Equipment Used - steel tape ☐ Fisher M-scope ☐
Olympic Actat ☒ Soiltest ☐
other ☐

Give a complete description of the problem. Include photos of the well site if possible. Also include a description of the cable or tape which was broken or cut such as color, type, length and tip description. Describe any apparent damage to the pumping plant.

Olympic well probe broke on sharp edge of well access port the wire was black with weight and sensor on bottom. 220' of wire went into well.

JUL 11 1991

May 15, 1990

RALPH E. BREIDING
RT. 1 BOX 178
AMERICAN FALLS, ID 832110000

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 35-08636

Dear Permit Holder:

The department acknowledges receipt of the proof of beneficial use form submitted for the above referenced permit. 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,

Rita Fleck
Secretary/Records Manager

c: IDWR - Region

RECEIVED

MAY 23 1990

1/88

PROOF OF BENEFICIAL USE

ANALYSIS SHEET

Permit No. 35-8636

Date: 4-18-90

General Considerations:

y Name same as permit
y Signature the same as permit holder
y Address change _____ If yes, prepare a data entry
y Proof received timely
_____ Reinstated

Source of Water:

y Surface water
y Groundwater
_____ 1. well log in file
_____ 2. drilling permit
WA A. amount of drilling fee paid for proposed uses

Extent of Use and Rate of Diversion:

y Rate of diversion appropriate for uses
y Is rate or volume and fee appropriate?
y Has permit holder indicated when water was first put to a beneficial use?

Measuring Device:

y Is a measuring device or access port required?
y Has one been installed?
WA Waiver or modification of measuring device requested

Remarks:

*Proof acceptable
See memo dated Dec 12, '89. - Well
Completed prior to 1984.*

WA Priority Calculation:

Date proof received	_____	_____
Date proof due	_____	-
No. of days late	_____	=
Priority date	_____	+
NEW PRIORITY DATE	_____	=

SEND FILES TO DATA ENTRY AND THEN TO MICROFILM

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

Statehouse
Boise, Idaho 83720
(208) 327-7900
December 26, 1989

RALPH E. BREDING
RT. 1 BOX 178
AMERICAN FALLS, ID 832110000

P E R M I T A P P R O V A L N O T I C E

RE: PERMIT NO. P35-08636

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.

Be sure to note the special condition requiring you to install a measuring device, or a flow measurement port to provide for the installation of measuring equipment by the Department. Enclosed please find a list of measuring device options, and specifications for the installation of the flow measurement port.

MICROFILMED

FEB 14 1990

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. Also enclosed for your convenience is a form entitled "Proof of Beneficial Use" that must be submitted to the Department when your project is completed. If development is complete, you may submit proof of beneficial use immediately.

Sincerely,

GARY SPACKMAN, Supervisor
Water Right Permits Section

GS: SC
Enclosures

MICA

FEB 14 1900

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
Yes No Protests, dates, resolution of protest, recorded on application
Yes ✓ No Recommendations attached
Yes ✓ No Measuring device required
✓ Yes No Access port required
X Yes No Will water be delivered by watermaster? If yes, what Dist. 01-705
Yes No Special conditions of approval or cover letter below.

See below for additional information
Date of priority recommended 2-9-1987
By Date

STATE OFFICE REVIEW P05, P23, P03, P16 46 48 49 01G

See below for additional information
By kw Date 5-22-89
kw 12-18-89

ADDITIONAL INFORMATION

App. in NON-TRUST area-

MEMORANDUM

TO: File No. 35-8636
FROM: Gary Spackman *Gary*
DATE: December 12, 1989

RE: Sufficiency of Rule 4,5. Requirements

I have spoken to Mr. Breeding on the phone after he submitted the information we requested which is required by Rule 4,5. One of my reasons for inquiring was that John Isaak, Jr., had written that the project proposed application for permit no. 35-8636 "has negative impact as far as the Aberdeen- Springfield Canal Co. is concerned."

Mr. Breeding stated that Mr. Isaak had meant to say that the project has no negative impact. I believe Mr. Breeding since his development does not appear to be close to lands that are served by the Aberdeen-Springfield Canal Co.

The issue may be moot anyway, because Mr. Breeding informed me that his development was complete prior to 1984. Our files contain an interim approval to Mr. Breeding, an indication of the prior development. As a result, I find that the information that he has submitted satisfies the requirements of Rule 4,5. Furthermore, Mr. Breeding probably did not need to supply the extensive information he did, since the development was complete several years ago, and many of the issues meant to be addressed by Rule 4,5. have already been addressed during development.

NOT RECORDED

FEB 14 1990

Memo

from the desk of

9-29-89

This project has negative
impact as far as the Aberdeen-Springfield
Canal Co is concerned.

John L. Smith Jr.
Manager

4,5,3,5,1.

RECEIVED

OCT 03 1989

Denise
es

FEB 14 1990



State of Idaho
DEPARTMENT OF HEALTH AND WELFARE
Division of Environmental Quality

224 South Arthur
Pocatello, Idaho 83204
(208) 236-6160

September 29, 1989

CECIL D. ANDRUS
Governor
RICHARD P. DONOVAN
Director

4,535,1.

RECEIVED
OCT 03 1989

Ralph Breeding
2875 S. Visiting Road
American Falls, ID 83211

Department of Water Resources

Dear Mr. Breeding:

As you requested, I am writing you concerning the potential environmental impact of your well #1. Based upon our discussion of 29 September 1989 and looking at the location of the well and the area surrounding it, I can see no significant impact to the environment by this well.

If you have any questions or if I can provide further assistance please call this office (236-6160).

Sincerely,

Walton C. Poole, Ph.D.
Water Quality Field Supervisor

WCP/nn

Celebrate
IDAHO
1890 • CENTENNIAL • 1990™

WATER QUALITY

FILED



IDAHO FISH & GAME

REGION 5
1345 Barton Road
Pocatello, ID 83204
(208) 232-4703

4, 5, 3, 5, 1.

October 2, 1989

Ralph Breeding
2875 S. Visiting Road
American Falls, ID 83211

Dear Mr. Breeding:

As you requested, I am writing you concerning the potential environmental impact of your well #1. Based upon our discussion of 2 October 1989 I can see no significant impact to the wildlife by this well.

If you have any questions or if I can provide further assistance please call this office (232-4703).

Sincerely,

David Neider
Regional Supervisor

DN/ch

Cecil D. Andrus / Governor
Jerry M. Conley / Director



Working for wildlife - since 1938

NOTE:
there are no wells
within 1/2 mile of
my well

4,53,1,2.

RESTRICTIONED

NEED B49890

Department of Water Resources

Ralph Breeding
Route 1 Box 178
American Falls, Idaho 83211

4, 5, 3, 1, 3. - System employs the use of latest
energy saving technology - flame control
nozzles, low pressure rotating nozzles

4, 5, 3, 2, 1. - System requires 1950 GPM
volume per year - 168 million gallons
period of use - May, June, July, August

RECEIVED
FEB 14 1990

Member
Professional Farmers
of America



4,5,3,3,1.

I own the ground for the west
pinet and rent the ground for the east
pinet

4,5,3,3,2.

no other permits needed for this
project

MAILED

FEB 14 1977

9. LITHOLOGIC LOG

[illegible]

WIKI

FEB 14 1950

ORDER FORM



FUNK IRRIGATION & IMPLEMENT

FOR ALL YOUR IRRIGATION NEEDS

PUMPS - MAINLINE - ELECTRO ROLL - LINDSAY PIVOTS & LATERALS

PHONE (208) 226-5049 - AMERICAN FALLS, IDAHO 83211

- THUNDERBIRD
- WADE
- JOHNSTON PUMP
- CORNELL
- GHEEN
- RAIN BIRD
- WORTHINGTON PUMP
- NELSON IRRIGATION

CUSTOMER RALPH BREDING DATE 9-29-89, 1989

ADDRESS American Falls, ID 83211 PHONE

[illegible]

TERMS:— CASH DOWN \$_____ BALANCE \$_____ PAYABLE AS FOLLOWS, AS INDIVIDUAL ITEMS ARE DELIVERED

Buyer agrees that should he fail or neglect to pay the unpaid balance due hereunder on or before the date listed above that a **FINANCE CHARGE** of **1 1/2% PER MONTH** will be assessed by Seller. Buyer understands that said **1 1/2% MONTHLY FINANCE CHARGE** amounts to an **ANNUAL PERCENTAGE RATE OF 18%**.

Buyer further agrees that should unpaid balance not be paid within sixty (60) days of the date said unpaid balance is due, that Seller may employ an attorney and collect the same with or without suit and Buyer agrees to be responsible for any attorney fee so incurred

If seller is to install the equipment and rock or other circumstances are encountered which increase costs, these additional costs will be added to the balance due and be paid by purchaser. All merchandise sold hereunder is subject to Seller's continuing ability to procure same from Seller's regular sources of supply and at Seller's present costs. In event of increases in Seller's cost of any item, the price of that item as herein quoted shall be correspondingly increased.

I certify the property purchased pursuant hereto will be used directly for mining, manufacturing, processing or farming purposes.

I have read this document in its entirety; have received a true, signed copy of it; and I confirm that this is a firm offer on my part to purchase the items set forth hereon. If this offer is accepted by Seller by affixing its signature hereon, by delivery of all or any part of the items, or otherwise, I agree that I am bound by and understand all of the above terms and the SPECIAL TERMS AND CONDITIONS contained on the reverse side hereof.

APPROVED

FUNK IRRIGATION & IMPLEMENT

By

Its

DD E

Purchaser.**Purchaser_**

Purchaser's residence.

Purchaser's Chief Place of Business.

DR:it

NOTICE: See Other Side for Important Information.

SPECIAL TERMS AND CONDITIONS

A. PURCHASER'S ACCEPTANCE OF THESE SPECIAL TERMS AND CONDITIONS.

Purchaser acknowledges and understands that these special terms and conditions are a part of this transaction and that Seller would not sell the equipment or provide the services contemplated on the face hereof without Purchaser understanding and accepting them as part of the contract because the parties agree that this work is uncertain, hazardous and precarious in its nature

B. EXCLUSIVE WARRANTY IN LIEU OF ALL OTHER WARRANTIES AND EXPRESS AGREEMENT AS TO EXTENT OF LIABILITY:

1. All used equipment sold under this contract is purchased by the Purchaser "AS IS" and Seller does not warrant that it is of merchantable quality nor that it can be used for any particular purpose. With respect to new equipment sold under this contract SELLER MAKES NO WARRANTY OF MERCHANTABILITY except that it warrants that the goods or equipment will pass without objection in the trade under the contract description and any warranty of the manufacturer which covers Purchaser is passed on to Purchaser. Purchaser knows and agrees that all goods or equipment sold hereunder (and the installation thereof by Seller, if so installed) ARE NOT WARRANTED BY SELLER FOR ANY SPECIFIED LENGTH OF TIME, MEASURE OF SERVICE, OR FOR ANY PARTICULAR PURPOSE.

2. This warranty of Sellers is expressly subject to the limitation of liability hereafter stated, and is in lieu of all, and excludes all other guarantees, warranties, obligations or promises, express or implied by contract or by law, and Purchaser acknowledges by affixing his signature hereto, that this warranty, as so limited in scope and as to liability thereon, is the only warranty made to him by Seller, its agents or employees

3. Under this warranty and contract, Seller shall in no way be liable to Purchaser, or anyone claiming through or under him, for any delays, losses, damages or costs (including but not limited to crop losses), of any nature whatsoever, except that Seller will repair or replace, at its option, any defective parts or workmanship proved defective at time of installation.

4. Should Seller furnish any services to Purchaser or for his benefit pursuant hereto, such as, but not limited to, engineering, installation, repairs, well or pump testing, repairs or services or soil analysis, Seller, its agents and employees, shall not be liable for any damages suffered by Purchaser, or anyone claiming through or under him, particularly including, but not limited to, loss or damage for diminution or failure of crops, shortage of water, or inability or failure to supply same, or for any other cause whatsoever, including negligence.

C. COMPLETION DATE OF INSTALLATION OF EQUIPMENT.

Purchaser understands that Seller absolutely does not guarantee completion of installation of the equipment sold hereunder by any specific date unless that covenant is specifically agreed to in a written document attached hereto, and specially signed (in addition to the signature on the other side hereof) by a duly authorized agent of Seller; nor will any such covenant made after date of execution of this contract bind Seller to a completion date, unless the same is in writing and signed by such agent of Seller. Unless such completion date is agreed to in the manner herein required, Purchaser agrees that there shall be no claim by him or anyone claiming through or under him against Seller for any alleged delay in installation, and that installation of the products sold shall be accomplished by Seller at such time as Seller, in its sole discretion, shall be able to complete such in the normal course of its business. If a completion date is agreed upon as herein provided, however, Purchaser, by affixing his signature to this contract, specifically acknowledges that Seller will not be liable to him, or anyone claiming through or under him, for any delays, losses, damages or costs (including but not limited to crop losses) of any nature whatsoever caused by any failure of, or delays in, shipment or installation of any parts or products due to circumstances beyond Seller's reasonable control, such as, but not necessarily limited to fires, floods, strikes, material allocations, war, priorities, governmental action, shortages of materials or inability to acquire them through normal channels, or failure of fuel or transportation.

D. PURCHASER'S RISKS ASSUMED HEREUNDER

Purchaser agrees to assume all risk of losses, damages or costs of any nature whatsoever from, and sole responsibility for determining, whether or not the water supplied to the equipment purchased will be adequate to irrigate a given crop or crops, the method by which the equipment shall be used to apply water to his crops, the rate at which water should be applied to his crops, the frequency of irrigation cycles for his crops; the duration of each setting during irrigation of his crops; and the amount of water that is to be applied to the crops during each irrigation setting

E. REPRESENTATIONS OF AGENTS AND EMPLOYEES OF SELLER

Purchaser knows and understands that no officer, agent or employee of Seller is authorized to make any representation binding the Seller other than those contained herein or those which are reduced to writing and signed by an executive officer of Seller. Any statements made by any officer, agent or employee of Seller contrary to the terms of this and the foregoing paragraphs shall be construed to be mere expressions of opinion and Purchaser understands that they shall not be construed as warranties or representations made by Seller and that Seller shall in no way be liable for such unless they shall have been so reduced to writing and signed as hereinabove required.

F. COLLECTION COSTS.

Should purchaser default in any of the terms and conditions hereof, he agrees to pay all costs, including but not limited to reasonable attorneys' fees, and reasonable expense of digging up, retaking, holding, transporting, preparing for sale of the collateral and the like incurred by Seller in seeking enforcement hereof, damages for breach or in pursuing any other remedy available to Seller.

G. SECURITY AGREEMENT.

A security interest in the above property, together with its proceeds, is hereby given to Seller to secure payment in the manner herein stated, with Seller to have the option, upon default of Purchaser, to declare all obligations secured hereby immediately due and payable, and Seller shall have all rights available to it under the Idaho Uniform Commercial Code in effect at the date of this transaction.

H. MISCELLANEOUS.

This contract shall be deemed to have been made in Idaho and be construed in accordance with Idaho law. The collateral shall remain personal property and severed from the land where installed or attached. Time and the strict and faithful performance hereof are of the essence of this agreement. This contract shall apply to, inure to the benefit of, and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties. Seller's assignee's rights hereunder shall be free from all defects of Seller and from all defenses, setoffs or counterclaims Purchaser may have against Seller. Any extension of credit for 15 days from billing date is granted without imposing a finance charge. Thereafter a finance charge shall accrue as provided on the face of any sales order involved in this transaction. The goods shall be identified to the contract on the first to occur of either Seller placing a tag bearing Purchaser's name on the goods or Purchaser taking possession of said goods. Risk of loss shall pass to Purchaser upon identification. Uniform Commercial Code sections 2-510 and 2-608 shall have no effect on the contract. Seller will tender delivery to Purchaser at Seller's place of business. Purchaser shall have a right to inspect the goods before their delivery. After such delivery, the goods shall be deemed accepted by Purchaser. Seller's security interest shall attach upon identification of the goods to the contract. Once goods are accepted, Purchaser waives all right to reject said goods or to revoke said acceptance. Any action against Seller for breach of warranty must be brought within one year after the cause of action accrues. Purchaser will not misuse, waste, or allow the goods to unreasonably deteriorate. Purchaser will not sell, rent, lend, lease, transfer or otherwise dispose of the goods or subject them to any encumbrance. Ten days' notice shall constitute reasonable notice hereunder. Seller's rights hereunder shall not be waived by a writing signed by an authorized agent of Seller.

4,5,3,3

DEED OF GIFT

THIS INDENTURE, Made this 6th day of February, 1984, by and between GILBERT BREDING and GERTRUDE BREDING, husband and wife, of American Falls, Power County, Idaho, parties of the first part, and RALPH BREDING and CARLETTA BREDING, husband and wife, of Rt. #1, American Falls, Idaho 83211, parties of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of ONE AND NO/100 DOLLARS (\$1.00) and the natural love and affection which they have for their son and daughter-in-law, and for the satisfaction and happiness afforded to them in observing the use and enjoyment of the hereinafter described property by their son and daughter-in-law during their lifetime, and in the hopes that their son and daughter-in-law will seek advise from them during their lifetime in their management and use of the hereinafter described property, have granted, bargained, sold, given, and by these presents, do grant, bargain, sell, give, and convey unto the said parties of the second part, and to their heirs and assigns forever, all of the following described real estate, situated in the County of Power, State of Idaho, to-wit:

S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 25, and
N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 36, all in Township 7
South, Range 29, E.B.M.
SAVE AND EXCEPT: Tax #22 of Power County, more
particularly described as follows:
Beginning at the NW corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, of Section
25, Township 7 S., Range 29 E.B.M.,
Thence East 700, feet; Thence South 250 feet,
Thence West 700 feet; thence North 250 feet; to the
Point of Beginning, containing four acres more or less.

This Deed of Gift is intended to complete the transfer of the property above described from the Grantor to the Grantee and is intended to supplement the payment of \$1,000.00 from the Grantee to the Grantor prior to the execution of this Deed of Gift.

TOGETHER with all and singular the tenements, improvements, and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title and interest in and to the said property as well in law as in equity of the said parties of the first part.

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises together with the appurtenances unto the parties of the second part, and to their heirs and assigns forever.

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

Gilbert Breding
GILBERT BREDING
Gertrude Breding
GERTRUDE BREDING

MICROFILMED

FEB 14 1990

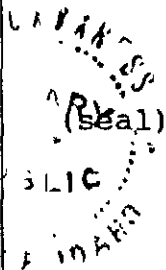
226-030-
- - - 19

STATE OF IDAHO)
) ss.
County of Power)

On this 17th day of February, 1984, before me, a Notary Public in and for said State, personally appeared GILBERT BREDING and GERTRUDE BREDING, 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.

Bernard Canamox
NOTARY PUBLIC for Idaho
Residing at American Falls, ID



FILMED

INDEXED

132874

MICROFILMED

FEB 14 1990

Instrument No. _____
State of Idaho }
County Power } SS
I hereby certify that this
instrument is filed for
record at _____ of
Ralph Breding
Filed at *4.05*
on *Mar 13*
at *132874* and
recorded in instrument
no. *132874* in the
County of *Power*

M. Haddock
Recorder
J. Williams
Deputy
Box 178 A.F.

LEASE SCHEDULE TO MASTER EQUIPMENT LEASE AGREEMENT

This Lease Schedule is entered into pursuant to the terms of the Master Equipment Lease Agreement (the "Agreement") between the signatories hereof dated the 8th day of June, 19 89 and constitutes a separate lease (the "Lease") thereunder

All the terms and conditions of the Agreement are hereby incorporated herein and made a part hereof as if such terms and conditions were set forth in this Lease Schedule at length. By their execution and delivery of this Lease Schedule Lessor and Lessee hereby reaffirm on and as of the date hereof all the terms, conditions, agreements, representations and warranties contained in the Agreement

A) Description of Equipment.

Quantity	Vendor	Description	Identification or Serial Number
1	FUNK IRRIGATION	1300' Zimmatic Pivot	L32533
1	& IMPLEMENT	Worthington Bowl Assembly	WP12H14220-5F89
1		Cornell Booster 50HP 6YB	60069
2		Electric Valves	
2		Surge Plugs	
2		Air Vents	

B) Term. 84 months

C) Rental.

- 1 Monthly ☐ 2 Advance ☒
 Quarterly ☐ Arrears ☐
 Semiannually ☐
 Annually ☒

3 Rental Payment Dates June 8, 19 89, and on the same day of each Year thereafter with the final payment on June 8, 19 95

4 Basic Rental in an amount equal to .193769 of the total invoice purchase price of all Items is payable on each Rental Payment Date.

5 Interim Rental in an amount equal to N/A of the invoice purchase price for each Item for each day from and including the date of acceptance for such Item to but excluding the first Rental Payment Date will be payable on the first Rental Payment Date

D) Residual Value. 10 % of the invoice purchase price of each Item

E) Location. The Equipment shall be located at
 Address. 10-12 Miles West of American Falls

See attached Exhibit A for legal
 description of Equipment location.

County. Power

If required, the Equipment will be registered in _____

F) Security Deposit. Concurrently with the execution hereof Lessee shall deposit with Lessor the sum of \$ -0-

as a security deposit which Lessor may use to satisfy any unpaid late charges, recording fees or other amounts due and unpaid. Any unused portion of the deposit will be returned to Lessee without interest upon expiration or earlier termination of the Lease and upon payment of all sums then due and owing to Lessor, or Lessee may, at its option, apply the unused balance of the security deposit toward the last Rental payment

G) Insurance. The minimum amount of insurance to be provided by Lessee as required under the terms of the Agreement shall be as follows:

- 1 Liability:
 \$ 300,000.00 each individual
 \$ 300,000.00 each accident
 \$ 300,000.00 property damage liability

2 Physical Damage and Loss \$ 62,160.00

3 Additional riders, exclusions or special terms required by Lessor None

H) Other Terms: None

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Schedule to be duly executed on behalf of each of them on this 8th day of June, 19 89

Lessee:

RALPH BREIDING AND CARLETTA BREIDING

a _____

By Ralph Breiding, An Individual
 Its _____

By Carletta Breiding, An Individual
 Its _____

Lessor

FIRST SECURITY LEASING COMPANY

By [Signature]
 Its Vice President

FEB 14 1990

Bank Use Only

Officer's Initials _____

Office No 026

FIRST SECURITY BANK OF IDAHO, N.A.
INSTALMENT (FIXED PRINCIPAL PAYMENT) NOTE

No _____

Borrower(s) Ralph Breeding

new price # system 1
July 18, 19 89

American Falls, Idaho

2875 S. Visiting Rd.

(Address) American Falls, Idaho 83211

Principal Amount \$ 10,050.00

For value received, the undersigned ("Borrower(s)") promises to pay to First Security Bank of Idaho, N.A., ("Bank"), or to its order, the total principal amount outstanding on this Note ("Note"), together with interest as stated below, in lawful money of the United States of America
INTEREST:

Interest on the outstanding unpaid balance, both before and after any event of default, shall be calculated on the following basis

Fixed Rate

NA percent per annum until paid, or

Variable Rate

1.75 percent per annum above Bank's Prime Rate until paid, representing a total of 12.75 % as of the date of this Note. Bank's Prime Rate may change from time to time, and the interest payable on this note will continue to fluctuate at the same increment above the Prime Rate as stated above. Any changes in the interest rate under this Note shall become effective without prior notice, on the date on which the Bank's Prime Rate changes

The actual interest to be charged under this Note shall be calculated daily on the outstanding balance on a 365 day base year. Should the rate of interest as calculated exceed that allowed by law, the applicable rate of interest will be the maximum rate of interest lawfully allowed

The principal amount outstanding on which the interest rate shall be charged shall be determined from the Bank's records, which shall at all times be conclusive.

PAYMENT SCHEDULE:

This Note shall be paid as follows.

In Five (5) equal instalment payments of principal in the amount of \$ 2,010.00 each, plus interest beginning on 7-18-, 19 90, and continuing annually thereafter until July 18, 1994, when the entire balance of principal and interest then unpaid shall be due and payable,

Or NA

Principal and interest shall be payable at the American Falls Office of First Security Bank of Idaho, N.A. in American Falls Idaho, or at such other place as the holder of this Note may designate. At Bank's option, payments will be applied first to accrued interest with the remainder (if any) applied to the principal.

SECURITY:

This Note is secured by Unsecured dated _____, 19 ____
Covering NA

If Borrower(s) fails to make any scheduled payment on this Note when due or otherwise defaults in any other obligations imposed by this Note, or by any Loan Agreement, Security Agreement, or any document which secures this Note, the Bank, at its option, may declare immediately due and payable all amounts then due on this Note, and any other note secured by collateral securing this Note. Borrower(s) shall pay all costs and expenses incurred by the Bank or by any other holder of this Note in connection with any failure to pay or other default of Borrower(s), including attorney's fees, collection costs, court costs, and costs on appeal, whether incurred before or after judgment.

This Note is to be construed under the laws of the State of Idaho.

The makers, sureties, guarantors and endorsers of this Note jointly and severally waive presentment for payment, protest, notice of protest, and notice of non-payment of this Note, and consent that this Note or any payment due under this Note may be extended or renewed without prior demand or notice, and further consent to the release of any collateral or part thereof, with or without substitution

Ralph Breeding

BY _____

ITS _____

RECEIVED

FEB 14 1990

All the terms and conditions of the Agreement are hereby incorporated herein and made a part hereof as if such terms and conditions were set forth in this Lease Schedule at length. By their execution and delivery of this Lease Schedule Lessor and Lessee hereby reaffirm on and as of the date hereof all the terms, conditions, agreements, representations and warranties contained in the Agreement.

A) Description of Equipment.

45,342.

Quantity	Vendor	Description	Identification or Serial Number
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2		Electric Valves	
2		Surge Plugs	
2		Air Vents	

B) Term 84 months

C) Rental

- 1 Monthly ☐ 2 Advance ☒
Quarterly ☐ Arrears ☐
Semiannually ☐
Annually ☒

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Address 10-12 Miles West of American Falls
See attached Exhibit A for legal
description of Equipment location.

County Power

If required, the Equipment will be registered in _____

F) Security Deposit. Concurrently with the execution hereof Lessee shall deposit with Lessor the sum of \$ -0- as a security deposit which Lessor may use to satisfy any unpaid late charges, recording fees or other amounts due and unpaid. Any unused portion of the deposit will be returned to Lessee without interest upon expiration or earlier termination of the Lease and upon payment of all sums then due and owing to Lessor, or Lessee may, at its option, apply the unused balance of the security deposit toward the last Rental payment

G) Insurance. The minimum amount of insurance to be provided by Lessee as required under the terms of the Agreement shall be as follows

- 1 Liability
\$ 300,000.00 each individual
\$ 300,000.00 each accident
\$ 300,000.00 property damage liability

2 Physical Damage and Loss \$ 62,160.00

3 Additional riders, exclusions or special terms required by Lessor None

H) Other Terms. None

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Schedule to be duly executed on behalf of each of them on this 8th day of June, 19 89.

Lessee

RALPH BREDDING AND CARLETTA BREDDING

a _____

By, Ralph Bredding, An Individual
Its _____

By, Carletta Bredding, An Individual
Its _____

Lessor

FIRST SECURITY LEASING COMPANY

By, [Signature]
Its, Vice President

NOTARIZED

FEB 14 1990

first print 4, 4, 1, - 4, 5, 3, 4, 2.

FIRST SECURITY LEASING COMPANY

**LEASE SCHEDULE TO MASTER
EQUIPMENT LEASE AGREEMENT**

Lease No 286436

This Lease Schedule is entered into pursuant to the terms of the Master Equipment Lease Agreement (the "Master Lease") between the signatories hereof dated the 27th day of May 1987 and constitutes a separate lease (the "Lease") thereunder

All the terms and conditions of the Master Lease are hereby incorporated herein and made a part hereof as if set forth in this Lease Schedule at length. By their execution and delivery of this Lease Schedule Lessor and Lessee hereby reaffirm on and as of the date hereof all the representations and warranties contained in the Master Lease

A) Description of Equipment

Quantity	Vendor	Description	Identification or Serial Number
----------	--------	-------------	---------------------------------------

See the attached Exhibit A to Lease Schedule to Master Equipment Lease Agreement for a complete description of the Equipment.

B) Tax 1 Basis percentage 91.75 % 2 Recovery Class 5 year property 3 Investment Tax Credit Percentage 8.25 %

C) Term Expiration 84 months

D) Rental

1 Monthly ☐	2 Advance ☒
Quarterly ☐	Arrears ☐
Semiannually ☐	
Annually ☒	

3 Rental Payment Dates May 27, 19 87, and on the same day of each Year thereafter with the final payment on May 27, 19 93

4 Basic Rental in an amount equal to 180064 of the total invoice purchase price of all Items is payable on each Rental Payment Date

5 Interim Rental in an amount equal to N/A of the invoice purchase price for each Item for each day from and including the date of acceptance for such Item to but excluding the first Rental Payment Date will be payable on the first Rental Payment Date

E) Location The Equipment shall be located at

Address 10-12 Miles West of American Falls
See attached Exhibit C for legal
description of Equipment location.

County Power

F) Security Deposit. Concurrently with the execution hereof Lessee shall deposit with Lessor the sum of \$ 0 as a security deposit which Lessor may use to satisfy any unpaid late charges, recording fees or other amounts due and unpaid. Any unused portion of the deposit will be returned to Lessee without interest upon expiration or earlier termination of the Lease and upon payment of all sums then due and owing to Lessor, or Lessee may, at its option, apply the unused balance of the security deposit toward the last Rental payment

G) Insurance The minimum amount of insurance to be provided by Lessee as required under the terms of the Master Lease shall be as follows

- 1 Liability
 - \$ 300,000.00 each individual
 - \$ 300,000.00 each accident
 - \$ 300,000.00 property damage liability
- 2 Physical Damage and Loss \$ 53,888.00
- 3 Additional riders, exclusions or special terms required by Lessor

H) Other Terms: Per Exhibit A to Master Equipment Lease Agreement, Lessee may elect to purchase all but not less than all of the Equipment on or before May 27, 1994, with 90 days prior written notice for 10% of the original invoice purchase price.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease Schedule to be duly executed on behalf of each of them this 27th day of May, 19 87

Lessee

Lessor

FEB 14 1990

Ralph Breeding
an Individual

FIRST SECURITY Bank of Idaho, National Association

By Ralph Breeding
Its Ralph Breeding, An Individual

By [Signature]
Its [Signature]

EXHIBIT C
to
Lease Schedule to Master Equipment Lease Agreement

Legal Description of Equipment Location

NW1/4 Section 36, S1/2SW1/4 Section 25 from a point of diversion in the
SW1/4SW1/4 Section 25, Township 7 South, Range 29 East, B.M., Power County.

MICROFILMED

FEB 14 1990

FIRST SECURITY LEASING COMPANY

EXHIBIT A

to

Lease Schedule to Master Equipment Lease Agreement

DESCRIPTION OF EQUIPMENT						
Quantity	Vendor	Description	Identification or Serial Number	New or Used	Invoice Purchase Price (IPP)	Percentage of IPP to be paid
(1)	Funk Irrigation	8 Tower 1344' Lindsay Pivot	L26900	New		
(1)		Worthington 6 Stage 12M90A Bowl Assembly with 90A6F, 125 HP Yaskawa Motor	58712M 629A219ABG001	New New		
(1)		with 250' 10"x2½"x1½" Column Assembly	---	New		
(1)		Size 5 AB Pump Control Panel w/SC, TA, TD and Phase Failure Pivot Disconnect and Wire	---	New		
(1)		Pump Package Including 10" Wafer Check Valve, Gooseneck, and	---	New		
(1)		Pivot Package Including Gooseneck and Installation, Pivot Pad, and Starter Couplers	---	New		

MICROFILMED

FEB 14 1990

FIRST SECURITY BANK OF IDAHO, N.A.
AMERICAN FALLS BRANCH, AMERICAN FALLS, IDAHO

Assistant Manager

9-20-85

FARMERS & STOCKGROWERS

4, 5, 3, 4, 1.

For equipment not on registration
BUSINESS Farming *lease*

From Ralph Breding

Address 2875 S. Visting Rd., Am. Falls, ID.

for _____ First Security

BANK OF Idaho, N.A.

17th day of February 1989

and accurate unless notice of change is given to you. In consideration of the granting of such credit, I (we) agree that if at any time I (we) stop payment or become insolvent, or commit an Act of Bankruptcy, or if any of the representations made below prove to be untrue, or if I (we) fail to notify you of any material change in my (our) financial condition, then and in either such case all my (our) obligations held by you shall, at your option, immediately become due and payable without demand or notice, and the same may be charged against any deposit account kept or credit due me (us) on your books.

ASSETS		Dollars	Cts.	LIABILITIES		Dollars	Cts.
Cash on hand and in <u>First Security Bank</u>		16	000 00	Encumbrance on Live Stock as follows:			
Cash, Savings Accounts and Time C.D.			500 00	To <u>First Security Bank</u>	10	109	00
Notes Receivable (Describe on Back)				Due <u>4-1-89</u> Rate <u>BAR</u>			
Accounts Receivable (Describes on Back)				Secured by <u>unsecured</u>			
Wool _____ Lbs. @ _____				To <u>First Security Bank</u>	4	167	00
FEED				Due <u>2-1-90</u> Rate <u>BAR+1.25</u>			
Hay _____ Tons @ _____				Secured by <u>Cat Tractor - final</u>			
Corn _____ Cwt. @ _____				Other Borrowed Money:			
Oats _____ Cwt. @ _____				To <u>First Security Bank</u>	6	307	00
Barley _____ Cwt. @ _____				Due <u>12-1-89</u> Rate <u>12.5</u>			
Crops on hand to be sold (itemize) _____				Secured by <u>Ford truck & bed</u>			
Other personal liquid assets, such as marketable Securities: _____				To <u>John Deere</u>	10	000	00
Cash Value of Insurance <u>AAL & Farm Bureau</u>	15	500	00	Due <u>2-1-90</u> Rate _____			
<u>Keogh</u>	1	860	00	Secured by <u>JD 7720</u>			
LIVE STOCK				Notes Payable to Relatives:			
Branded _____				To <u>Gilbert Breeding</u>	18	000	00
Steers, 1 year old _____ head @ _____				Due <u>12-15-89</u> Rate _____			
Steers, 2 years old _____ head @ _____				Secured by _____			
Steers, 3 years old _____ head @ _____				To <u>Federal Land Bank</u>	10	000	00
Heifers, 1s and 2s _____ head @ _____				Due <u>2-15-90</u> Rate <u>12.25</u>			
Cows, Range _____ head @ _____				Secured by <u>real estate</u>			
Cows, Dairy _____ head @ _____				Forest and Pasture Fees _____			
Heifers, Dairy _____ head @ _____				Accounts Payable (itemize)			
Calves (19____) _____ head @ _____				<u>Ford Motor Credit - final</u>	3	300	00
Bulls _____ head @ _____				<u>First Security Leasing 5/89</u>	9	535	00
Horses and Mules _____ head @ _____				<u>PIVOT & PUMP EQUIPMENT</u>			
Poultry _____ head @ _____				Interest and Taxes Due within 1 year _____			
Hogs _____ head @ _____				Cash Rent Due on <u>State of Idaho 12/89</u>	2	784	00
Ewes, 1 year old _____ head @ _____							
Ewes, 2s, 3s and 4s _____ head @ _____							
Ewes, 5s up _____ head @ _____							
Wethers _____ head @ _____							
Bucks _____ head @ _____							
Lambs (19____) _____ head @ _____							
GROWING CROPS (Do not extend)							
ACRES CROP YIELD PRICE TOTAL							
Total Current Assets		33	860 00	Total Current Liabilities	74	202	00
REAL ESTATE				Encumbrance on Real Estate <u>Fed. Land Bank</u>	54	000	00
<u>See L-10A, Sched. D</u>		509	500 00	Other Liabilities (itemize) <u>FSB deferred</u>	20	767	00
				<u>FSB Ford Truck deferred</u>	12	630	00
				<u>John Deere 7720 deferred</u>	20	000	00
Farm Implements, Machinery, Wagons, Automobiles, Trucks, etc.		124	000 00	<u>First Sec. Leasing deferred</u>	40	803	00
				Total Liabilities	222	402	00
Furniture & Fixtures		8	000 00	Capital Stock, Pfd., Dividend rate _____ %			
Forest Permit _____ Head in _____				Capital Stock, Com., Dividend rate _____ %			
Reserve _____				Surplus or Net Worth	463	858	00
Stocks, Bonds, Investments, etc.				Undivided Profits			
<u>Snowmobile trailer</u>		300	00	Reserve for _____			
OTHER ASSETS				Total Capital Accounts	463	858	00
<u>1982 Mercury</u>		4	800 00				
<u>1974 150 HP 16' boat</u>		4	000 00				
<u>1984 Snowmobile</u>		1	800 00				
TOTAL		686	260 00	TOTAL	686	260	00

Ralph Breiding

Ralph Breiding

DATE 2-17-89

[illegible][illegible]

Acres	Kind of Crop	Yield per A	Yield	Unit Price	Total Estimated	My Share of Income	Cash Investment
1287	HR Wheat	24	30,888	3.70	114,286	85,714	75% share
156	Barley	20	3,120	2.00	6,240	6,240	100 % "
275	Cash lease from potato renter				72,800	72,800	100 % "
	Custom beet haul				7,000	7,000	100 % "
	Governmt. Program				10,000	10,000	100 % "
1702	Set aside & summer fallow						
					210,326		
						181,754	

3420 -- total acres farmed , set aside & leased out.

3420 -- total acres farmed , set aside & leased out.

No. of Cult		Acres Pasture		Location	Improvements	Owner of record	Assessed value	Total owing	Due 1 yr.	A 1
irr	dry	irr	dry							
	320			12 mi. W. of Am. Falls	dryland	self	112,000	- 0 -	- 0 -	
				10 mi. W. of Am. Falls	home & blds.	self	100,000	56,500	10,000	540
145				10 mi. W. of Am. Falls	pivots	self	290,000	0	- 0 -	
	15			10 mi. W. of Am. Falls	dryland	self	7,500	0	- 0 -	
							509,500	56,500		
145+335= 480										
									10,000	
									to current, . . .	
									to deferred, . . .	540

[illegible]

2940	leased
480	owned
<u>3420</u>	total

FEB 14 1990



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 327-7900

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

August 3, 1989

Ralph E. Breeding
Route 1, Box 178
American Falls, Idaho 83211

RE: Application for Permit to Appropriate Water No. 35-8636

Dear Mr. Breeding:

Application for permit no. 35-8636 was filed with the Department of Water Resources in February 1987. The application requests approval for development of water to irrigate 240 acres. In 1987, we granted an interim approval of the application. We are now processing the application for final administrative action. This letter is an inquiry for information regarding the proposed project.

Rule 4,5. of the Water Appropriation Rules and Regulations requires that all proposals for irrigation in excess of 200 acres must be accompanied by additional information. I have enclosed a copy of the pertinent rules and regulations for your review, and highlighted the important sections. Please submit the required information to the Department within 60 days of this letter. Failure to do so will be cause for the Department to void your application.

Respectfully,

GARY SPACKMAN, Manager
Water Right Permits Section

GS:js

Enclosures

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FEB 14 1990

4,5,3,1.

Information relative to the effect on existing water rights, Section 42-203A(5)(a), Idaho Code, shall be submitted as follows:

4,5,3,1,1.

For applications appropriating springs or surface streams with 5 or fewer existing users, either the identification number, or the name and address of the user, and the location of the point of diversion and nature of use for each existing water right shall be submitted.

4,5,3,1,2.

For applications appropriating groundwater, a plat shall be submitted locating the proposed well relative to all existing wells and springs and permitted wells within a one-half mile radius of the proposed well.

4,5,3,1,3.

Information shall be submitted concerning any design, construction, or operation techniques which will be employed to eliminate or reduce the impact on other water rights.

4,5,3,2.

Information relative to sufficiency of water supply, Section 42-203A(5)(b), Idaho Code, shall be submitted as follows:

4,5,3,2,1.

Information shall be submitted on the water requirements of the proposed project, including, but not limited to, the required diversion rate during the peak use period and the average use period, the volume to be diverted per year, the period of year that water is required, and the volume of water that will be consumptively used per year.

4,5,3,2,2.

Information shall be submitted on the quantity of water available from the source applied for, including, but not limited to, information concerning flow rates for surface water sources available during periods of peak and average project water demand, information concerning the properties of the aquifers that water is to be taken from for groundwater sources, and information on other sources of supply that may be used to supplement the applied for water source.

4,5,3,3.

Information relative to good faith, delay, or speculative purposes of the applicant, Section 42-203A(5)(c), Idaho Code, shall be submitted as follows:

4,5,3,3,1.

The applicant shall submit copies of deeds, leases, easements or applications for rights-of-way from federal or state agencies documenting a possessory interest in the lands necessary for all project facilities and the place of use or if such interest can be obtained by eminent domain proceedings the applicant must show that appropriate actions are being taken to obtain the interest. Applicants for hydropower uses shall also submit information required to demonstrate compliance with Sections 42-205 and 42-206, Idaho Code.

4,5,3,3,2.

The applicant shall submit copies of applications for other needed permits, licenses and approvals, and must keep the department apprised of the status of the applications and any subsequent approvals or denials.

4,5,3,4.

Information Relative to Financial Resources, Section 42-203A(5)(d), Idaho Code, shall be submitted as follows:

4,5,3,4,1. The applicant shall submit a current financial statement certified to show the accuracy of the information contained therein, or a financial commitment letter along with the financial statement of the lender or other evidence to show that it is reasonably probable that financing will be available to appropriate the water and apply it to the beneficial use proposed.

4,5,3,4,2. The applicant shall submit plans and specifications along with estimated construction costs for the project works. The plans shall be definite enough to allow for determination of project impacts and implications.

4,5,3,5. Information Relative to Conflict with the Local Public Interest, Section 42-203A(5)(e), Idaho Code, shall be submitted as follows:

4,5,3,5,1. The applicant shall seek comment and shall submit all letters of comment on the effects of the construction and operation of the proposed project from the governing body of the city and/or county and tribal reservation within which the point of diversion and place of use are located, the Idaho Department of Fish and Game, the Idaho Department of Health and Welfare, Division of Environment, and any irrigation district or canal company within which the proposed project is located and from other entities as determined by the director.



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

CECIL D. ANDRUS
Governor

A. KENNETH DUNN
Director

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

March 26, 1987

RE: Water Right No. 35-8636

Ralph E. Breeding
Rt. 1, Box 178
American Falls, ID 83211

Dear Mr. Breeding:

Enclosed is your interim approval for the 1987 irrigation season.

The copy of the application for permit to appropriate water attached to the interim approval defines the various components of your interim approval. The inclusion of the copy of the application is only for the purpose of definition, and any terms contained therein are limited by the conditions of the interim approval.

Sincerely,

GARY SPACKMAN
Supervisor, Water Allocation Section

GS:sc

Enclosures

cc: Eastern Region
Tom Nelson

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APR 13 1987

State of Idaho
Department of Water Resources

APPLICATION FOR PERMIT ANALYSIS SHEET

INITIAL REVIEW BY: HWJ

APPLICATION NUMBER: 35-8636

CHECK:

- ☒ Source.
☒ Point of diversion.
☒ County.
☒ Quantity of water and period of use.
☒ Description of diverting works.
☒ Time required for beneficial use of water.
☒ Place of use or acres irrigated.
☒ Map.
☒ Signature.
☒ Fee.
☐ Yes ☒ No Field check required.
☐ Yes ☒ No Critical groundwater area.
☐ Yes ☒ No Request dam safety information. Sent by. _____ Date: _____
☒ Yes ☐ No* In form to receipt.

Field check by: _____

Date: _____

Comments: _____

*REQUEST THE FOLLOWING ADDITIONAL INFORMATION FROM THE APPLICANT:

Written request is being sent for transition to
Interim permit status

SEND COPIES TO:

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

PROCESSING:

- ☐ Yes ☒ No Platted by: _____ Map No. _____
☐ Yes ☒ No Other rights on same place of use. _____
☒ Yes ☐ No* In form for advertising.
Final date for protests: 3-9-87
☐ Yes ☒ No Protests received. If yes, record information on 4th page of application.

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received. Date: 2-26-87
☒ Application published correctly. If not, record action taken: _____
☒ Fee amount, receipt date & number, recorded on application.
☒ Publication dates and paper, recorded on application.
☒ Protests, dates, withdrawal, etc., recorded on application.
☒ Recommendation & initial, recorded on application.
☐ Yes ☒ No Measuring device required.
☐ Yes ☐ No Access port required.
☒ Yes ☒ No Will water be delivered by watermaster? If yes, what district? 01
2-9-87 Date of priority recommended.
Special conditions of approval or cover letter. _____

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APR 13 1987

Interim approval conditions for outside the trust water area.
Interim Approval - Part A conditions. kw 3/18/87

By: Ernest Carlson

Date: 13 March 87.

STATE OFFICE REVIEW:

L05

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MAR 18 1987

- ☐ See attached sheet for more information.

By: _____

Date: _____

Department of Water Resources

POINT OF DIVERSION AND STREAM INDEX INFORMATION

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH
-------	-----	-----	-----	--------------	---------------	-------

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH
-------	-----	-----	-----	--------------	---------------	-------

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH
-------	-----	-----	-----	--------------	---------------	-------

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH
-------	-----	-----	-----	--------------	---------------	-------

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH
-------	-----	-----	-----	--------------	---------------	-------

February 24, 1987

Ralph E. Bredino
Rt. 1, Box 178
American Falls, Idaho 83211

RE: Application for permit no. 35-8636

Dear Water Right Applicant:

The Department of Water Resources acknowledges receipt of your water right application for permit. The application has been assigned identification no. 35-8636. Please refer to this number in all further correspondence.

This office is currently in the process of advertising the application in the Power County Press. The advertisement will be published for two 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,

Ernest Carlsen
Assistant Regional Manager

EC/md

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APR 13 1987

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Eastern Region

150 Shoup Suite 15
Idaho Falls, Idaho 83402
(208) 525-7161

FEBRUARY 11, 1987

Power County Press
174 Idaho Street
American Falls, Idaho 83211

Gentlemen:

Enclosed you will find a legal notice which we wish to have published on the dates indicated (once a week for two consecutive weekly issues) in your newspaper. We have allowed ample time for you to submit a galley proof to this office for review before the first publication date. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Your cooperation is appreciated.

Please send the affidavit of publication and publication billing to this office before MARCH 9, 1987.

Yours truly,

Michele Davis
Office Secretary

Encl.

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APR 13 1987

NOTICE OF APPLICATION
FOR WATER RIGHT

The following applications have been filed to appropriate
the public waters of the State of Idaho:

LS-863F

BREEDING, PHILIP E.

PT. 1 BOK 178. AMERICAN FALLS. ID 83211

Source GROUNDWATER

Division Ft. SWSW Sec 25 T 07S R 29E

Use IRRIGATION (4.0 CFS)

Date Filed: 02/09/1987

In SWSW SEWN Sec 25 T 07S R 29E NENW NUNW SWNW NENW Sec 36 T 07S R 29E
FOR 240 ACRES

Application is being advertised under the interim approval
conditions.

The permits 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 March 9, 1987.

RECEIVED

Ken Dunn

APR 13 1987

Director

Published February 19 and February 26, 1987
16 25

*Protest to be filed
mgs 2-17-87*

RECEIVED

APR 13 1987

Ken Dunn

Ken Dunn
Director

The permits 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 March 9, 1987.

Application is being advertised under the interim approval conditions.

ACRES T 07S R 29E FOR 240
Sec 36 T 07S R 29E FOR 240
29E NENW NW NW SW NW SENW
In: SWSW SWSW Sec 25 T 07S R
Date Filed: 02/09/1987
Use: IRRIGATION (4.0 CFS)
29E
Division Pt: SWSW Sec 25 T 07S R
Source: GROUNDWATER
FALLS, ID 83211
RT. 1 BOX 178, AMERICAN
BREIDING, RALPH E.
35-8636

The following applications have been filed to appropriate the public waters of the State of Idaho.

NOTICE OF APPLICATION
FOR WATER RIGHT
Published in The Power County
Press February 18 & 25, 1987.

Application
for water right

