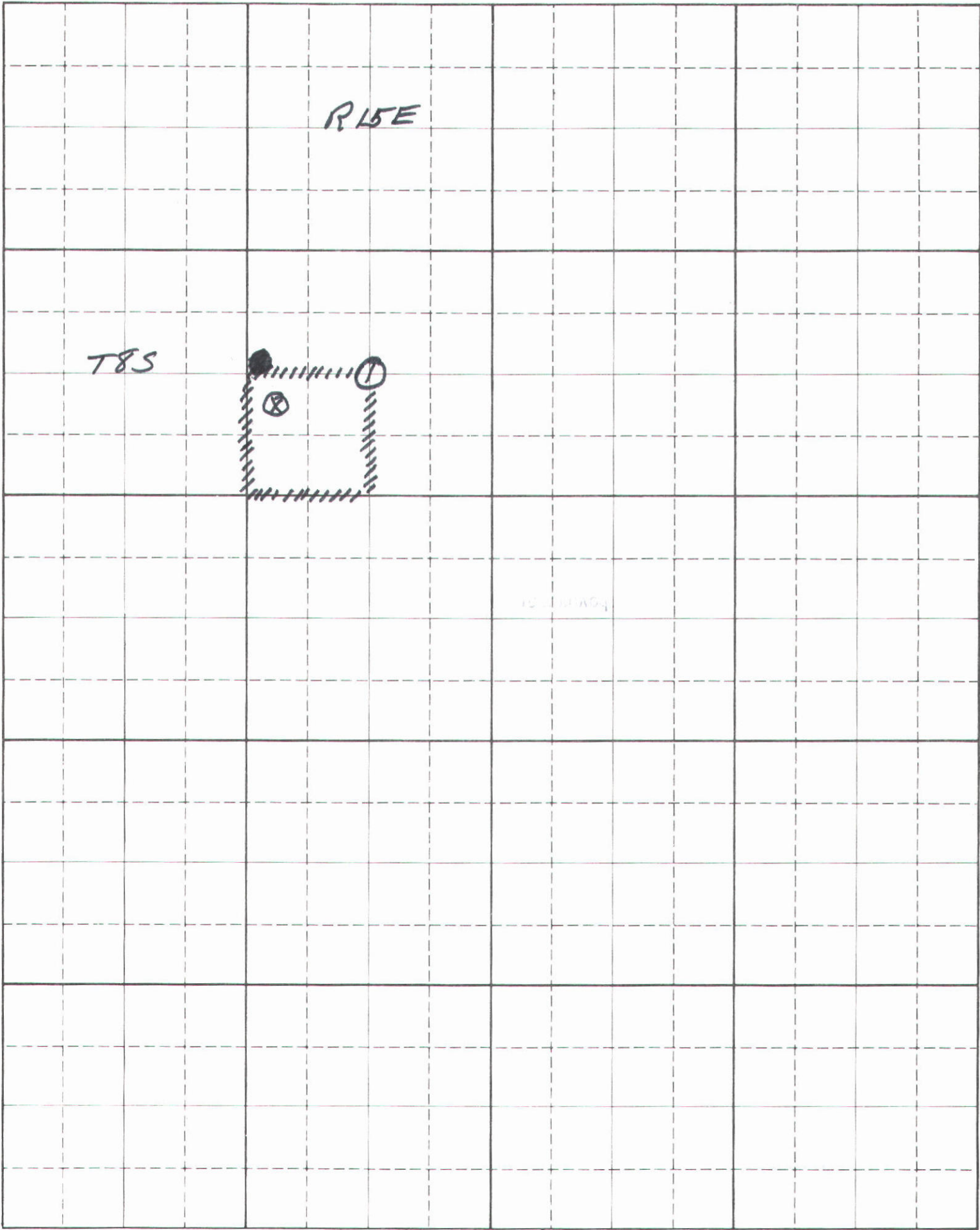
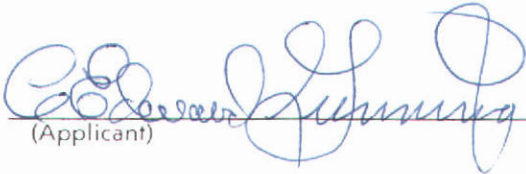


11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



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.


(Applicant)

AFFIDAVIT of PUBLICATION -

State of Idaho, }
County of Gooding } SS.

GORDON O. GLASMANN

being first duly sworn, deposes and says that he is the printer (publisher) of the Gooding County Leader, a newspaper published every week in Gooding, County of Gooding, State of Idaho, that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once

each week for ~~#~~ 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication

of said advertisement was on the 12 day of December

19 74, and the date of the last publication was on the 19

day of December, 19 74.

Gordon O. Glasmann

Subscribed and sworn to before me this 30

day of December, 19 74.

(SEAL)

Garmen Ulsia
NOTARY PUBLIC

GOODING COUNTY LEADER

Gooding, Idaho

COST OF PUBLICATION

Number of Lines in Notice 32 32

Number of Insertions 2 2

Lines tabular at 315c

32 Lines straight at 32 21c 6.72

32 Subsequent lines at 32 15c 4.80

TOTAL COST

11.52
MICROFILMED

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that C. Edward Gunning Route #2, Wendell, Idaho has on 11-29-74 submitted Application No. 36-7513 for a permit to appropriate 3.2 cubic feet per second of water from groundwater by means of well, pump, sprinkler system within the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 1, T 8S, R 15E, B.M., Gooding County to be used from March 15 - November 15 for Irrigation of 160 acres within the SW $\frac{1}{4}$, Sec. 1, T 8S, R 15E, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd., North, Twin Falls, Idaho, 83301 on or before December 30, 1974.

R. KEITH HIGGINSON
Director

Pub: 12-12, 19

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JAN 2 1974

Department of Water Resources
Southern District Office

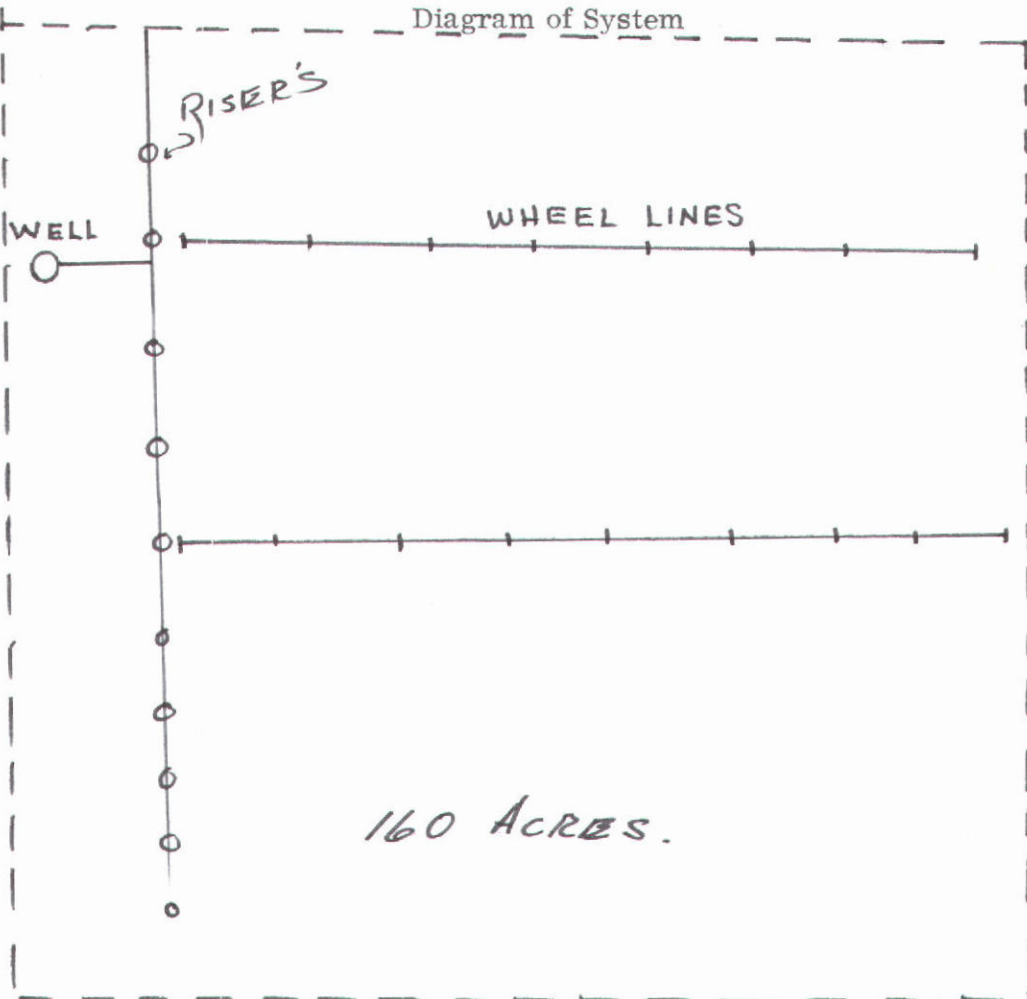
PUBLICATION RATES

(Idaho Code, Rev. Statutes 1971)

7 pt. per line, straight	21c
7 pt. per line, tabular	315c
7 pt. per line, successive insertions	15c

whiz # 4167

No 281

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RECEIVED

MAR 20 2002

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Southern Region**Notice of Security Interest in a Water Right**And Request for Notification of a Change in Ownership or Any Proposed
Or Final Action to Amend, Transfer, or Otherwise Modify a Water RightPlease print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.1. Water Right No(s): 36-8787 & 36-7513

Adjudication Claim No(s): _____

2. The following **REQUIRED** information must be submitted with this form:A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**B) A **FEE** of \$25.00 per water right or adjudication claim.

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

MAGIC VALLEY BANKPO BOX 489TWIN FALLS, ID 83303

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

JAMES W. DAVIS5. Expiration Date of Notification Period 3-1-20126. Is this a Renewal of Request for Notification? ☐ YES ☒ NO

7. Signature(s) (and title if applicable)

James W. Davis
Chm. Asst. - U.P. Magic Valley Bank**For Office Use Only**

Received by <u>JS</u>	Date <u>3-30-02</u>	Fee <u>\$50.</u>
Received by <u>JS</u>	Date <u>3-30-02</u>	Receipt No. <u>5024659</u>
Processed by _____	AJ Date _____	WR _____ Date _____

36-7513

RECORDATION REQUESTED BY:

Magic Valley Bank
Downtown
222 Shoshone St E
PO Box 489
Twin Falls, ID 83303

WHEN RECORDED MAIL TO:

Magic Valley Bank
Downtown
222 Shoshone St E
PO Box 489
Twin Falls, ID 83303

SEND TAX NOTICES TO:

JAMES W. DAVIS
CHERYL J. DAVIS
3060-A SOUTH 2200 EAST
WENDELL, ID 83355

COPY

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE

THIS MORTGAGE dated March 14, 2002, is made and executed between JAMES W. DAVIS and CHERYL J. DAVIS, HUSBAND & WIFE WHOSE ADDRESS IS 3060-A SOUTH 2200 EAST, WENDELL, ID 83355 (referred to below as "Grantor") and Magic Valley Bank, whose address is 222 Shoshone St E, PO Box 489, Twin Falls, ID 83303 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, grants, bargains, sells and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in GOODING County, State of Idaho:

SEE ATTACHED LEGAL DESCRIPTION

The Real Property or its address is commonly known as 3060-A SOUTH 2200 EAST, WENDELL, ID 83355.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and

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LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

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

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

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

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

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

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

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

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

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be

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may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

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

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

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

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

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

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

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

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

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

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

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

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

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

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

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

Governing Law. This Mortgage will be governed by, construed and enforced in accordance with federal law and the laws of the State of Idaho. This Mortgage has been accepted by Lender in the State of Idaho.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Twin Falls County, State of Idaho.

RECORDED

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Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X _____
JAMES W. DAVIS, Individually

X _____
CHERYL J. DAVIS, Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, in the year 20____, before me _____, a notary public in and for the State of Idaho, personally appeared JAMES W. DAVIS and CHERYL J. _____, known or identified to me (or proved to me on the oath of _____), to be the persons whose names are s _____ to the within instrument and acknowledged to me that they executed the same.

Notary Public for Idaho _____
Residing at _____

My commission expires _____

CONTINUATION

SCHEDULE A

Order Number: GG-03344

TOWNSHIP 8 SOUTH, RANGE 15, EAST OF THE BOISE MERIDIAN, GOODING
COUNTY, IDAHO

Section 1: SW¼; EXCEPT Highway described as follows:

A parcel of land being on the Easterly side of the centerline of the County Road Survey of Grade Separation No. 1 as shown on the plans of Interstate 80N, Project No. I-80N-3 (22) 159 Highway Survey now on file in the office of the Department of Highways of the State of Idaho and being a portion of the SW¼SW¼ of said Section 1;

Beginning at the Southwest corner of the SW¼SW¼ of said Section 1;

Thence North 0°34'59" East along the West line of said SW¼SW¼, 127.0 feet, more or less, to a point that bears North 23°10'59" East, 203.00 feet from Station 1768+39.74 of said Interstate 80N, Project No. I-80N-3 (22) 159, Highway Survey, and being the real point of beginning;

Thence continuing North 0°34'59" East, 1,191.64 feet to a point coincident with Station 64+19 of the County Road Survey of Grade Separation No. 1 as shown on the plans of said Interstate 80N, Highway Survey;

Thence South 89°25'01" East, 113.36 feet;

Thence South 2°14'00" East, 1,018.97 feet to a point in a line parallel with and 30.0 feet Easterly from the centerline and opposite Station 14+82.22 of Frontage Road No. 4 Survey as shown on the plans of said Interstate Highway Survey;

Thence Southeasterly along said parallel line being a 288.31 foot radius curve left 436.77 feet to a point opposite Station 10+00 of said Frontage Road No. 4 Survey;

Thence South 87°09'11" East, 100.06 feet to a point that bears North 0°58'00" East, 26.66 feet from Station 9+00 of said Frontage Road No. 4 Survey;

Thence South 0°58'00" West, 25.0 feet to a point in the South line of said SW¼SW¼;

Thence North 89°12'00" West along said South line 244.0 feet, more or less to a point in the Northeasterly right of way line of the Union Pacific Railroad, North Side Branch;

Thence Northwesterly along said Northeasterly railroad right of way line 336.0 feet, more or less to the real point of beginning.

County Road Survey (Grade Separation No. 1) Station Reference: 52+30 to 64+19

The bearings as shown in the above land description, unless otherwise noted, are from the Idaho Plane Coordinate Systems, based on the transverse mereator projection for the Central Zone of Idaho. To convert to geodetic bearings, a correction of 0°26'44" must be subtracted from all Northeast and Southwest bearings and added to all Northwest and Southeast bearings.

36-1513

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 36-7513 Priority November 29, 1974 Amount 1.73 cfs

THIS IS TO CERTIFY, that C. EDWARD GUNNING
of Wendell, Idaho, has complied with the terms and conditions of Permit
No. 36-7513 issued pursuant to Application for Permit dated November 29, 1974,
and has submitted proof to the Department of Water Resources on July 18, 1975,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 1.73 cfs of water from a groundwater source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Irrigation</u>	from <u>March 15</u> to <u>November 15</u>	at <u>1.73</u> cfs and	<u>640 acre feet</u>
	from _____ to _____	at _____ cfs and	_____
	from _____ to _____	at _____ cfs and	_____

(both dates inclusive)

Subject, however, to the condition that no more than 1.73 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
640 acre feet per year, said waters to be diverted within the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 1, Twp. 8S,
Rge. 15E, B.M. in the County of Gooding

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
8S	15E	1									40	40	40	40					160

Total number of acres irrigated 160

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 28 day of
September, 19 79


Director

Identification No. _____

Application No. 36-7513

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

APPLICATION FOR PERMIT

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

APPROVE

1. Name of applicant C. Edward Gunning Phone: _____
post office address Route #2, Wendell, Idaho

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

3. a. Location of point of diversion is NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 1 Township 8S
Range 15E B.M. Gooding County; additional points of diversion if any: _____

b. If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____

4. Water will be used for the following purposes:

Amount 3.2 for Irrigation purpose from Mar. 15 to Nov. 15 (both dates inclusive)
(cfs or acre-feet per annum)

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

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

5. Total quantity to be appropriated:

a. 3.2 cubic feet per second and/or

b. _____ acre feet per annum.

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. well, pump, sprinkler system

b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir
capacity _____ acre feet, materials used in storage dam: _____

Period of year during which storage will occur _____ to _____ inclusive.
(Mo. Day) (Mo. Day)

c. Proposed well diameter is 20 inches; proposed depth of well is 250 feet.

7. a. Time required for the completion of the works and application of the water to the proposed beneficial use
is 3 years.

b. Estimated construction cost is \$ 70,000.00

8. Description of proposed uses:

a. If water is **not** for irrigation:

(1) Give the place of use of water: _____ $\frac{1}{4}$ of _____ $\frac{1}{4}$ of Section _____ Township _____
Range _____ B.M. _____

(2) Amount of power to be generated: _____ hp under _____ feet of head.

(3) List number of each kind of livestock to be watered: _____

(4) Name of municipality to be served _____, or number of families to be
supplied with domestic water _____

(5) If water is to be used for other purposes describe: _____

MICROFILMED

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

TWP.	RANGE	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
8S	15E	1									40	40	40	40					160

Total number of acres to be irrigated 160

c. Describe any other water rights used for the same purposes as described above. Canal water to be transferred off

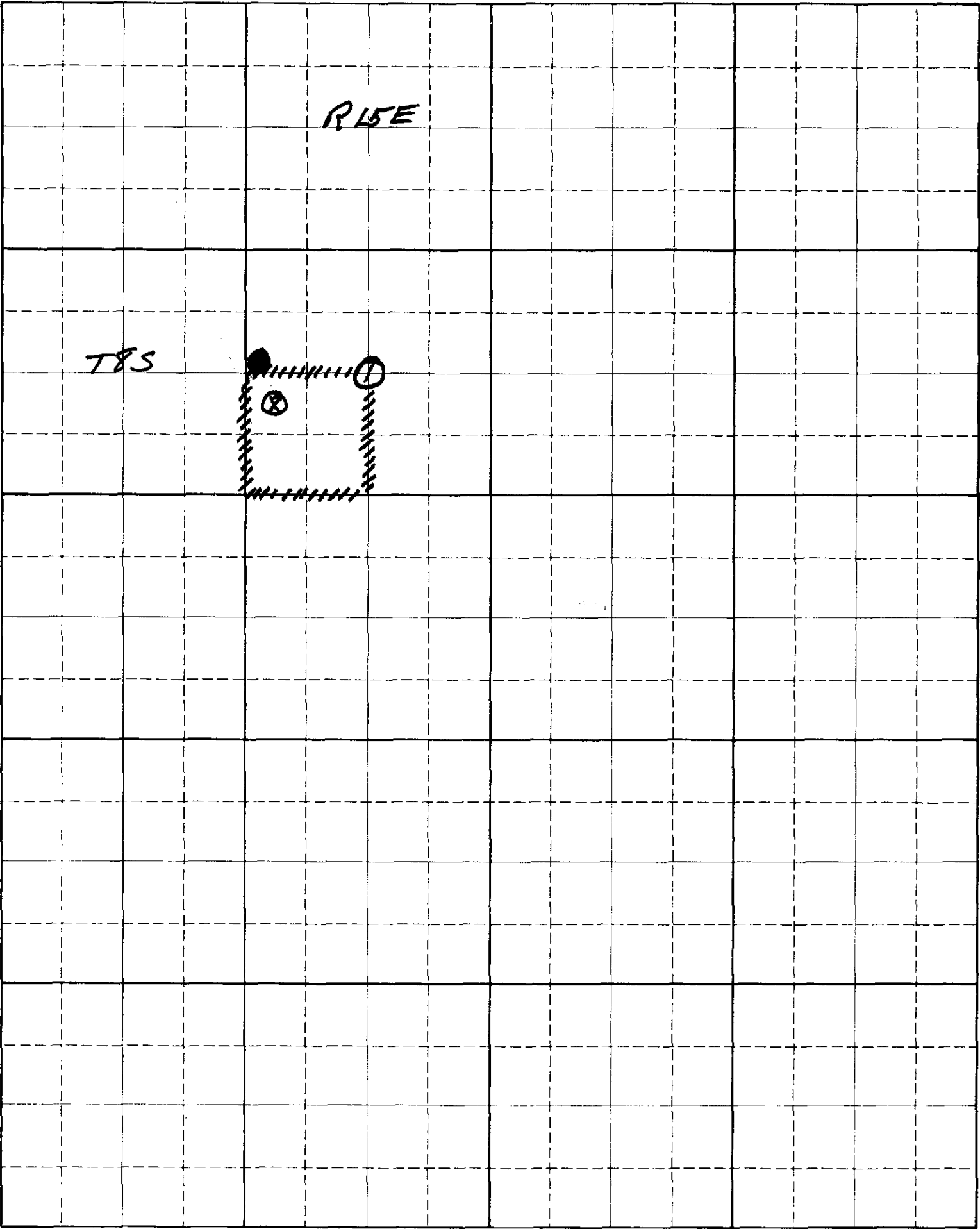
9. a. Who owns the property at the point of diversion Applicant

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

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

10. Remarks _____

11. 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.

Edwin L. Lanning
(Applicant)

11-29-1974

Received by KOF Date 11-29-74 Time 1:45 PM

Preliminary check by GLF Fee \$ 55.00

Receipted by CC Date 11-29-74

14666

Publication prepared by cc Date 12-2-74

Published in Gooding County Leader

Publication dates 12-12 & 12-19-74

Publication approved CC Date 1-2-75

Priority reduced to _____ Reason _____

Protests filed by: _____

Copies of protests forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial by N 30F

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 36-7513, and said application is hereby APPROVED.

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 March 1, 1978.

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

2. Denial of said application is for the following reasons: _____

Witness my hand this 10 day of February, 1975.

R. Karl Higgins
Director

DEPARTMENT OF WATER RESOURCES
- STAFF ANALYSIS -

Item Initial Date

Application No. ³⁶⁻⁷⁵¹³ C. Edward Gunning

- ☒ Source
- ☒ Point of Diversion
- ☒ County
- ☒ Quantity of Water and Period of Use
- ☒ Description of Diverting Works
- ☒ Time required for B/U of water
- ☒ Place of Use or Acres Irrigated
- ☒ Map
- ☒ Signature
- ☒ Fee

(1) GLF 11-29-74

In form to receipt

(2) GLF 11-29-74

Send Copies to:

- ☐ Idaho State Health Department
- ☐ Idaho Fish and Game Department
- ☐ Bureau of Land Management

(3) GLF 11-29-74

- ☐ Request Special Use Permit from U.S.F.S.
- ☐ Request Easement from B.L.M.
- ☐ Request Information from Applicant

(4) GLF 11-29-74

In form for advertising

(5) _____

Platted on Map No. _____

(6) _____

Located within Water District No. _____

(7) _____

Critical groundwater area: yes _____ no 12

(8) _____

Groundwater levels:

_____ Declining, ☒ Stable, _____ Increasing

(comment) _____

(9) _____

Other rights on the same place of use

(10) _____

Comments: _____

(11) cc 1-2-75

Affidavit of Publication received (date) 1-2-75

(12) _____

Final date for protests 12-30-74
Protests received: yes _____ no ☒

(13) _____

All requested information received from agencies or applicant: yes 1 no _____

(14) _____

Action recommended:

2 Approve _____ Deny

Proposed Priority 11-29-74

Reason for Reduction _____

☒ Measuring device required

See attached sheet for other conditions of approval

No special conditions for approval

(15) District Southern

By Bob Haynes

Date 1-30-75

MICROFILMED

AFFIDAVIT of PUBLICATION -

State of Idaho, }
County of Gooding } SS.

Gooding County Leader, being first duly sworn, deposes and says that he is the printer (publisher) of the Gooding County Leader, a newspaper published every week in Gooding, County of Gooding, State of Idaho, that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once

each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication

of said advertisement was on the 12 day of December

19 74, and the date of the last publication was on the 19

day of December 19 74

Subscribed and sworn to before me this 30

day of December, 19 74.

(SEAL)

Garnett U. Reid
NOTARY PUBLIC

GOODING COUNTY LEADER

Gooding, Idaho

COST OF PUBLICATION

Number of Lines in Notice 32 32

Number of Insertions 2 2

Lines tabular at 315c

32 Lines straight at 32 21c 6.72

32 Subsequent lines at 32 15c 4.80

TOTAL COST 11.52

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that C. Edward Gunning Route #2, Wendell, Idaho has on 11-29-74 submitted Application No. 36-7513 for a permit to appropriate 3.2 cubic feet per second of water from groundwater by means of well, pump, sprinkler system within the NW 1/4 SW 1/4, Sec. 1, T 8S, R 15E, B.M., Gooding County to be used from March 15 - November 15 for Irrigation of 160 acres within the SW 1/4, Sec. 1, T 8S, R 15E, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd., North, Twin Falls, Idaho, 83301 on or before December 30, 1974.

R. KEITH HIGGINSON
Director

Pub: 12-12, 19

O.K. 12-15

PUBLICATION RATES

(Idaho Code, Rev. Statutes 1971)

7 pt. per line, straight	21c
7 pt. per line, tabular	315c
7 pt. per line, successive insertions	15c

whiz # 4167

No. 281

AFFIDAVIT of PUBLICATION -

of three
for two eggs, 3 cups of sage
Jerri Barnes' recipe calls
for two eggs, 3 cups of sage
COPY OF NOTICE
(Paste Here)

State of Idaho, }
County of Gooding } SS.

Water Permit
TITLE OF NOTICE
36-7513

PLAINTIFF ATTORNEY

DEFENDANT

PLAINTIFF

Dyke of Water
BILL TO

GOODEY B. J. JENY, being first duly sworn,
deposes and says that he is the printer (publisher) of the Gooding
County Leader, a newspaper published every week in Gooding, County
of Gooding, State of Idaho, that said newspaper has been continuous-
ly and uninterruptedly published for a period of seventy-eight consecu-
tive weeks prior to the first publication of the annexed notice, and is
a newspaper qualified to publish legal notices as provided by act of
the 1919 session of the legislature of the State of Idaho, known as
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proper and not in a supplement; that the date of the first publication

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[Signature]

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(SEAL)

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GOODING COUNTY LEADER

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MICROFILMED

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(Idaho Code, Rev. Statutes 1971)	
7 pt. per line, straight	21c
7 pt. per line, tabular	315c
7 pt. per line, successive insertions	15c

whiz # 4167

No. 281

MEMORANDUM

To: File

From: Burke Scholer

Subject: Rate of diversion - 36-07513

Date: January 21, 1999

This water right was licensed for 1.73 cfs with a priority date of November 29, 1974. The flow rate was measured June 29 and 30, 1995 as required by the water measurement program. The average flow rate was 1186 gpm or 2.64 cfs. (71 PSI @ pump)

While reviewing this file to determine the circumstances why the farmer would be over pumping, I determined that this flow rate (2.64) most likely was being pumped at the time of the field licensing examination. The field examiner stated that there was nine laterals with 32 sprinkler heads (288 total) each in place and operating at 80 psi. To operate this many sprinkler heads with 1.73 cfs, each nozzle would run only 2.7 gpm per nozzle. This is not likely since it would indicate an $\frac{1}{8}$ inch nozzle @ 35 psi. A more logical configuration would be 9/64-inch nozzles with 55 psi at the nozzle would be about 4.2 gpm per nozzle or a total flow of about 1200 gpm.

Also the field examiner used a theoretical calculation to check the flow rate.

$$\text{CFS} = \text{hp} \times \text{efficiency} \times 8.823 / \text{tdh}$$

The calculation the examiner used was okay except for one point. While determining the tdh he combined lift with discharge pressure to obtain the total dynamic head (tdh). When he did this he multiplied the lift by 2.33 (should have been 2.31) then added the discharge pressure to the result. When he combined these numbers wrong and made the calculation he came up with 1.65 cfs (I am not sure how). The correct answer would have 2.306 cfs.

The farmer was sent a letter giving him the opportunity to dispute the findings but he never did and therefore it was licensed as is.

MICROFILMED

APR 8 1999

FROM Loten Holmes

DATE 4/29/83

TO Dave Tutbill

SUBJECT Lic 36-7153 - C. Edward Gunning

James W. Davis, Rt 2 Box 138, Wendell, ID 83355; visited the office about the above Lic. He is the land owner & was the examiner's contact at the exam.

He says he told the examiner that the flowmeter was broken at the time of exam & the examiner agreed to a re-measurement later. He never heard anything further until he checked on the license in our office.

Our Micro film of the file is missing, so I can't check on the exam report.

Please advise if we can re-measure.

The owner says the system has not been changed since exam.

SIGNATURE

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Statehouse
Boise, Idaho 83720

36-7513

Do not remove this envelope

C. Edward Gunning
Route # 2
Wendell, Idaho 83355

James S.
836-2295

See 2044

#2
Deer Creek
WA 99006

RECEIVED

APR 9 1979

Department of Water Resources

MICROFILMED

APR 13 2002



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 373 W. Franklin Street, Boise, Idaho

JOHN V. EVANS

Governor

C. STEPHEN ALLRED

Director

Mailing address:

Statehouse

Boise, Idaho 83720

(208) 384-2215

October 4, 1979

E. Edward Gunning
Route # 2
Wendell, Idaho 83355

Dear Mr. Gunning,

RE: Permit No. 36-7513

Enclosed is a copy of the Water Right License issued on the above referenced permit.

Sincerely,

JAN GROVER
JAN GROVER
Water Rights Supervisor

JG:lr

Enclosure

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Postoffice
Boise, Idaho 83725

RECEIVED

SEP 17 1979

Department of Water Resources

Unclassified
Addressee
Inmate
No post
No post
Do not return to this envelope

*Forward
Outdated*

Edward C. Gunning
Route #2
Wendell, ID 83355



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

John V. Evans
Governor

C. Stephen Allred
Director

Statehouse
Boise, Idaho 83720
(208) 384-2215

September 14, 1979

Re: Permit No. 36-7513

Edward C. Gunning
Route #2
Wendell, ID 83355

Dear Mr. Gunning:

A representative of this Department made an examination of the works covered by your Permit No. 36-7513 on July 28, 1977, and has found the following:

Amount of water that can be recognized as beneficially used under
Idaho law: 1.73 cfs Source: groundwater

The maximum quantity diverted shall not exceed 640 acre feet per
year.

Point of diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 1, Twp. 8S, Rge. 15E, B.M.

Beneficial use: Irrigation of 160 acres within the SW $\frac{1}{4}$, Sec. 1, Twp. 8S,
Rge. 15E, B.M.

Priority date established: November 29, 1974

If you do not concur with these findings please contact us within 10 days, otherwise a
water license will be issued as set forth above.

Sincerely,


JAN GROVER
Water Rights Supervisor

JG/kw

MICROFILMED



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

John V. Evans
Governor

C. Stephen Allred
Director

Statehouse
Boise, Idaho 83720
(208) 384-2215

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If you do not concur with these findings please contact us within 10 days, otherwise a water license will be issued as set forth above.

Sincerely,

JAN GROVER
Water Rights Supervisor

JG/kw

MICROFILMED

DEPARTMENT OF WATER ADMINISTRATION

FIELD REPORT

RECEIVED

1. Name of permit holder C. Edward Gunning
 Post office address Route 2, Wendell, Idaho 83355 Phone JUL 29 1975
 Person to contact _____ Department of Water Resources
 _____ Platteau District Office

2. Source of water supply: Groundwater ☒ Surface water ☐ _____
 (name spring, stream, etc.)
 Tributary to _____

3. Water will be used for the following purposes:

Amount 3.20 c.f.s. for Irrigation
 _____ AF/Annum (nature of use)

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

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

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

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

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

Other uses: _____

Permit No. 36-7513
 Examination for b/u

4. Total amount to be appropriated:

Max Rate of Diversion 3.20 cubic feet per second and annual volume _____ AF/Annum.

5. Location of Point(s) of Diversion:

Township 8S N/S, Range 15E E/W, B.M., Section 1, Subdivision NW 1/4 SW 1/4, Gooding County
 Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4, _____ County
 Township _____ N/S, Range _____ E/W, B.M., Section _____, Subdivision _____ 1/4 _____ 1/4, _____ County

Other Points of Diversions: _____

Description of diverting works: 125 hp, static water level 135, 16" well

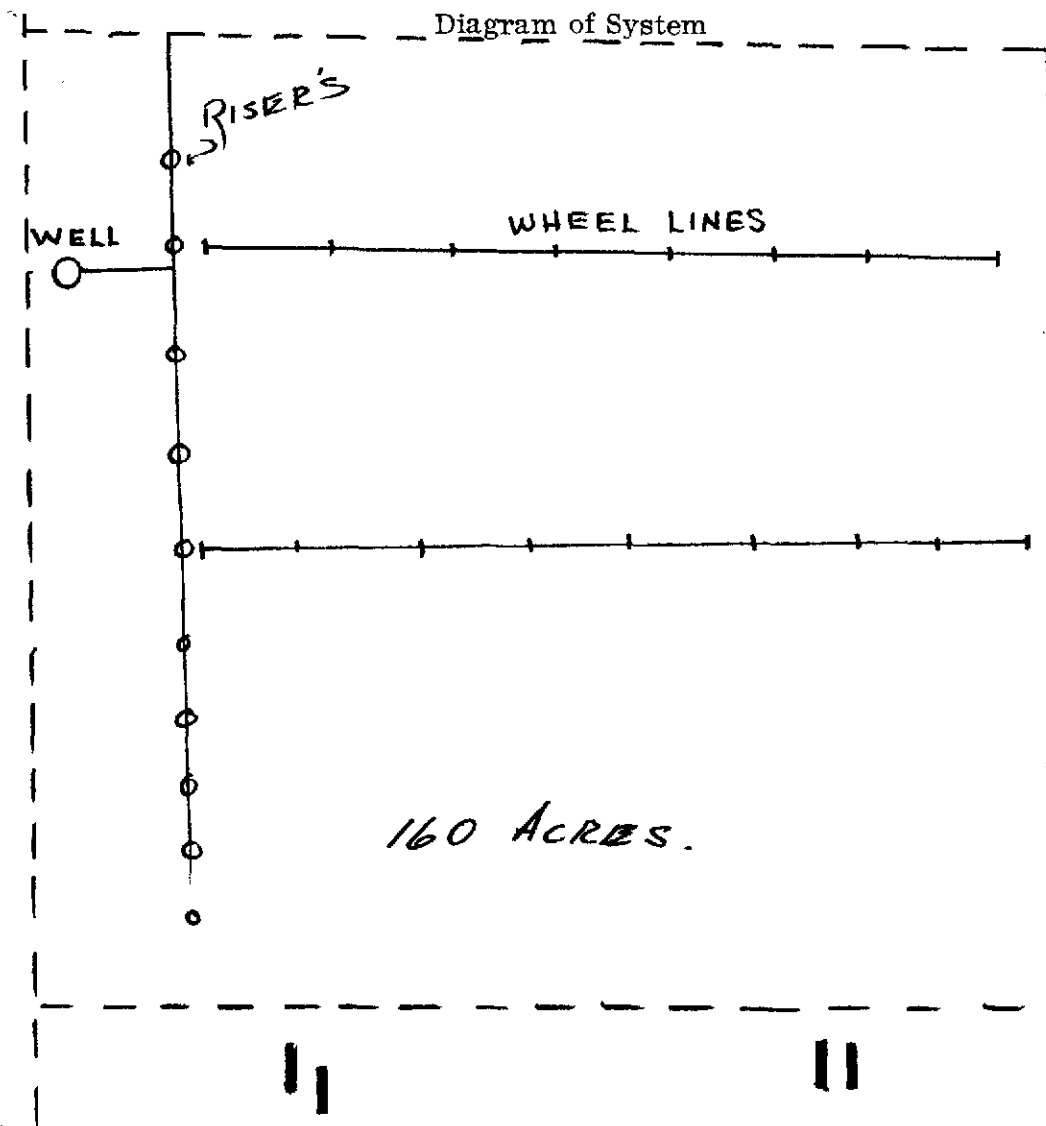
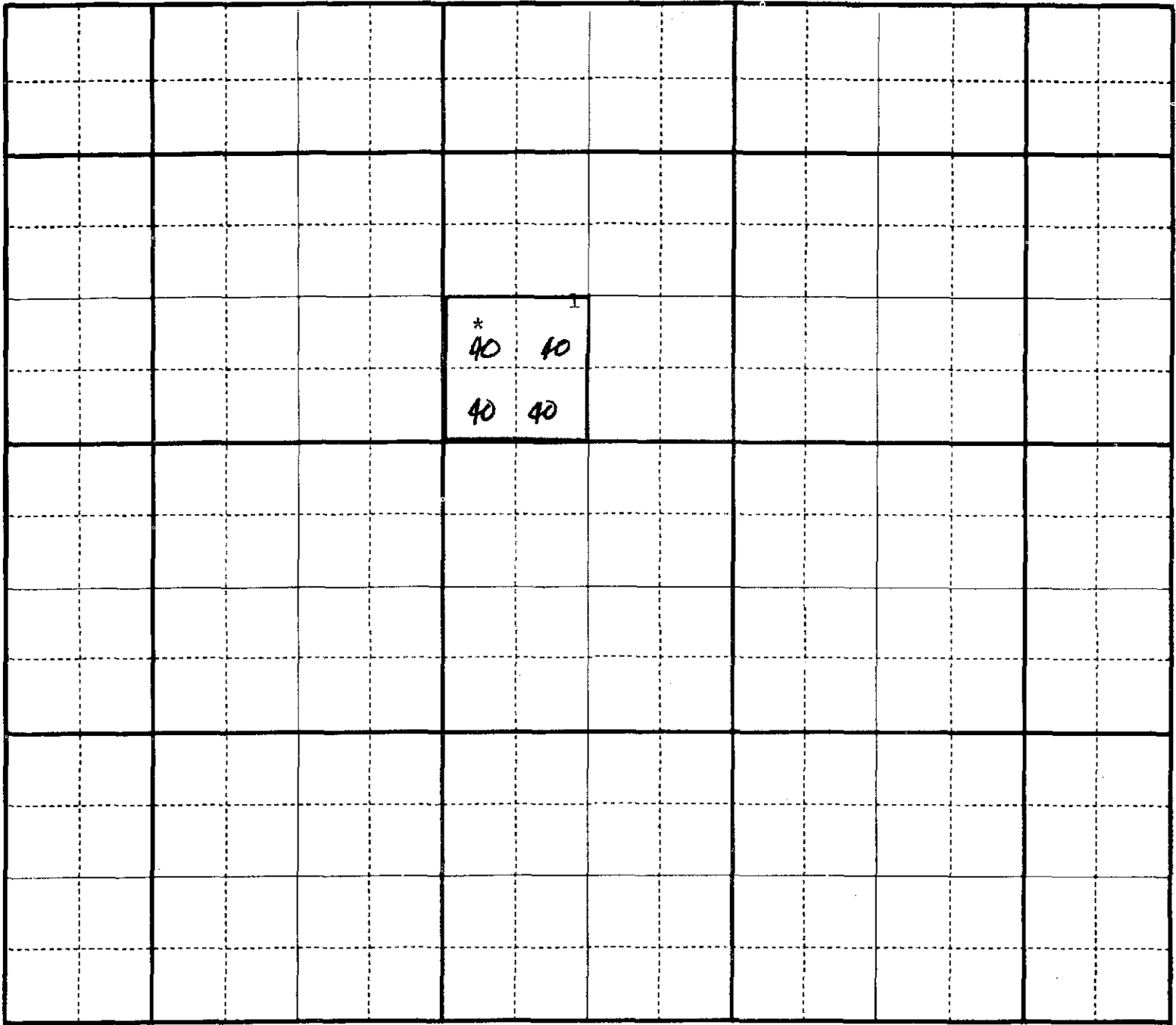
Measuring device required: yes ☒ no ☐

6. Lands to be irrigated or place of use.

TWP.	RANGE	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
8S	15E	1									40	40	40	40					160

TOTAL ACREAGE 160

T
8
S



DATE OF EXAM 7-28-77

ACREAGE

Found 160
Recommended 160

Irrigation Requirement 4.0 Ac Ft/Ac

USE

Irrigation Q = 1.73 c.f.s. V = 640.0 AF/Ann. from MARCH 15 to Nov. 15
Domestic Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____
Livestock Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____

Is water co-mingled? yes _____ no ☒

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

Exchange? yes _____ no ☒

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

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

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

Total Q measured 1.73 c.f.s. Method of measurement RATA-FLOW-METER

Total Q recommended 1.73 c.f.s. Meter No. 768-498 Type ☒ Condition NEW

Total V recommended 640.0 AcFt./ANN.

Recommended Amendments:

P.D. _____
Place of Use _____
Other _____
None ☒

MEASUREMENT CALCULATION:

MEASURED = $775 \text{ gal/min.} \div 448.8 \frac{\text{gal}}{\text{min. c.f.s.}} = 1.73 \text{ c.f.s.}$
Volume = $640 \text{ AcFt./ANN. (4.0 AcFt./Ac. IRR. REQ.) (160 Acres)}$

Est. Depth to water = 150' (nearby obs well in sec 18 8S 16E) $Q = \frac{P(8.8)}{H}$
 $= \frac{125(8.8)}{150(2.33) + 80} = 1.65 \text{ c.f.s.}$

SYSTEM DESCRIPTION:

125 Hp. VERTICAL MOTOR Serial # C521990
WELL-LINE PUMP SERIAL # 45475
(8) 1/4 MILE LINE, WHEEL LINES WITH 32Hds / LINE
(1) 1/4 MILE LINE, HAND LINES WITH 32Hds / LINE
SYSTEM WAS AT CAPACITY DISCHARGE

REMARKS:

N JAMES DAVIS NOW OWNS THIS PROPERTY. HE WAS
PRESENT DURING THE FIELD EXAM.

Examiner's Signature Jay Lunderburg Date 12-5-77

Checked by J. Stanton Date 2-16-78

Approved by Michael L. Steel Date 4-10-78

July 25, 1975

Re: Permit No. 36-7513

Mr. C. Edward Gunning
Route 2
Wendell, Idaho 83355

Dear Mr. Gunning:

We acknowledge receipt of the affidavit submitted as proof of beneficial use for the above referenced permit.

Before a license can be issued, a field examination must be made by a representative of this Department. We cannot tell during which part of the irrigation season this examination will be made, however, our examiner will try to contact you at the time he makes the exam so that you may show him the system.

If you have any questions concerning the field exam, please contact our District Office in Twin Falls.

Sincerely,

D. Darlene Reich
Water Rights Supervisor

DDR:JG

Identification No. _____

Permit No. 36-7513

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

JUL 18 1975 OK

Department of Water Resources
Southern District Office

1. a) Name of Permit Holder C. Edward Gunning
b) Post Office Address Route #2, Wendell, Idaho
2. Permit Number 36-7513
3. Date of Priority that you are prepared to establish November 29, 1974
4. a) Source from which water was appropriated Groundwater
b) Location of the point of diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 1
Township 8S, Range 15E Boise Meridian, Other points of diversion: _____
5. a) The amount of water and use to which the water has been applied:
Amount 3.2 cfs for Irrigation purposes from March 15 to Nov. 15 incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
Amount _____ for _____ purposes from _____ to _____ incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
Amount _____ for _____ purposes from _____ to _____ incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
b) Total amount appropriated 3.2 cfs and/or acre-feet per annum
c) Describe how and by whom measurement of rate of flow or amount of storage was made and the qualifications of the person making the measurement: _____
6. If the means of diversion and conveyance are owned by someone other than the Permit Holder:
a) Give the name or description of the canal, ditch or other works by which the water is conducted to the place of use: _____
b) Describe the agreement or understanding by which you take water from the works: _____
7. a) Briefly describe the works for diverting and conveying the water to the place of use, (if from a subterranean source, give the pump size, motor size, size of well casing, depth of well; if from surface water, give brief description of diversion structure and/or canal or ditch) 125 H.P. Static Water Level 135-16 inch well.
b) Describe the type and size of measuring device which you have installed at your point of diversion: Badger Flow Meter.
c) Give well driller's name and address and the date the well was completed: Arnold Elsing
Twin Falls, Idaho 83301
8. If for other than irrigation, describe the beneficial use to which you have applied the water and the place of use: _____

Exam typed 2-25-75 by jh

9. Irrigation uses: describe the lands irrigated by giving the acreages irrigated within each 40 acre subdivision:

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
8S	15E	1									40	40	40	40					160

Total number of acres irrigated 160

10. Remarks: Wheel Liner

The above information is a true statement of the extent to which the above numbered permit has been developed.

7-18-75
(Date)

X *[Signature]*
(Signature)

State of Idaho)
County of Lewis Falls) ss.

On this Eighteenth day of July, 1975, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

[Signature]
Notary Public residing at Kanab

My commission expires 7-22-77

February 10, 1975

Re: Permit No. 36-7513

C. Edward Gunning
Route 2
Wendell, Idaho 83355

Dear Mr. Gunning:

Enclosed is a copy of your approved Application for Permit No. 36-7513. We direct your attention to the conditions of approval as listed on the fourth page.

Be sure to note that a special condition requiring you to install and maintain a measuring device at your point of diversion has been placed upon your permit. We are enclosing a letter describing different types of measuring devices accepted by this office.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:jfr

Enclosures

MICROFILMED

December 2, 1974

RE: Application For Permit No. 36-7513 - C. Edward Gunning

Gooding County Leader
Box 56
Gooding, Idaho 83330

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

In order to receive payment, an affidavit of publication must be submitted to the Department along with the publication bill.

Sincerely,

Bob Haynes
Southern District Engineer

BH:cc

MICROFILMED

Bill submitted: 12.75 cc

GALLEY PROOF

**NOTICE OF APPLICATION
FOR WATER PERMIT**

Notice is hereby given that C. Edward Gunning Route #2, Wendell, Idaho has on 11-29-74 submitted Application No. 36-7513 for a permit to appropriate 3.2 cubic feet per second of water from groundwater by means of well, pump, sprinkler system within the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 1, T 8S, R 15E, B.M., Gooding County to be used from March 15 - November 15 for Irrigation of 160 acres within the SW $\frac{1}{4}$, Sec. 1, T 8S, R 15E, B.M.

*OK.
12-9-74*

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Resources, 1041 Blue Lakes Blvd., North, Twin Falls, Idaho, 83301 on or before December 30, 1974.

R. KEITH HIGGINSON
Director

Pub: 12-12, 19

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within the SW 1/4, Sec. 1, T 8S, R 15E, B.M.

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