

04/14/2003

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

RIGHT NUMBER: 29-13158
NAME AND ADDRESS: A WILLIAM ISAAK
3082 ISAAK LN
AMERICAN FALLS ID 83211

SAMUEL W ISAAK
3082 ISAAK LN
AMERICAN FALLS ID 83211

LUCY M ISAAK
3082 ISAAK LN
AMERICAN FALLS ID 83211

SOURCE: GROUND WATER TRIBUTARY:
QUANTITY: 3.730 CFS
976.000 AFY
PRIORITY DATE: 09/19/1973
POINT OF DIVERSION:

T08S R31E S32 SWNENW Within POWER County Source: GROUND WATER
T08S R31E S32 NENWSW Within POWER County Source: GROUND WATER

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/15 11/01	3.730 CFS 976.00 AFY

THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

PLACE OF USE: IRRIGATION Within POWER County

T08S R31E S29	NWSW	13.0	T08S R31E S29	SWSW	40.0
T08S R31E S29	SESW	30.0	T08S R31E S31	SWNE	5.0
T08S R31E S31	SENE	23.0	T08S R31E S31	NESE	8.0
T08S R31E S31	NWSE	32.0	T08S R31E S32	NENW	30.0
T08S R31E S32	NWNW	31.0	T08S R31E S32	SWNW	32.0

244 ACRES TOTAL

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

EXPLANATORY MATERIAL: License

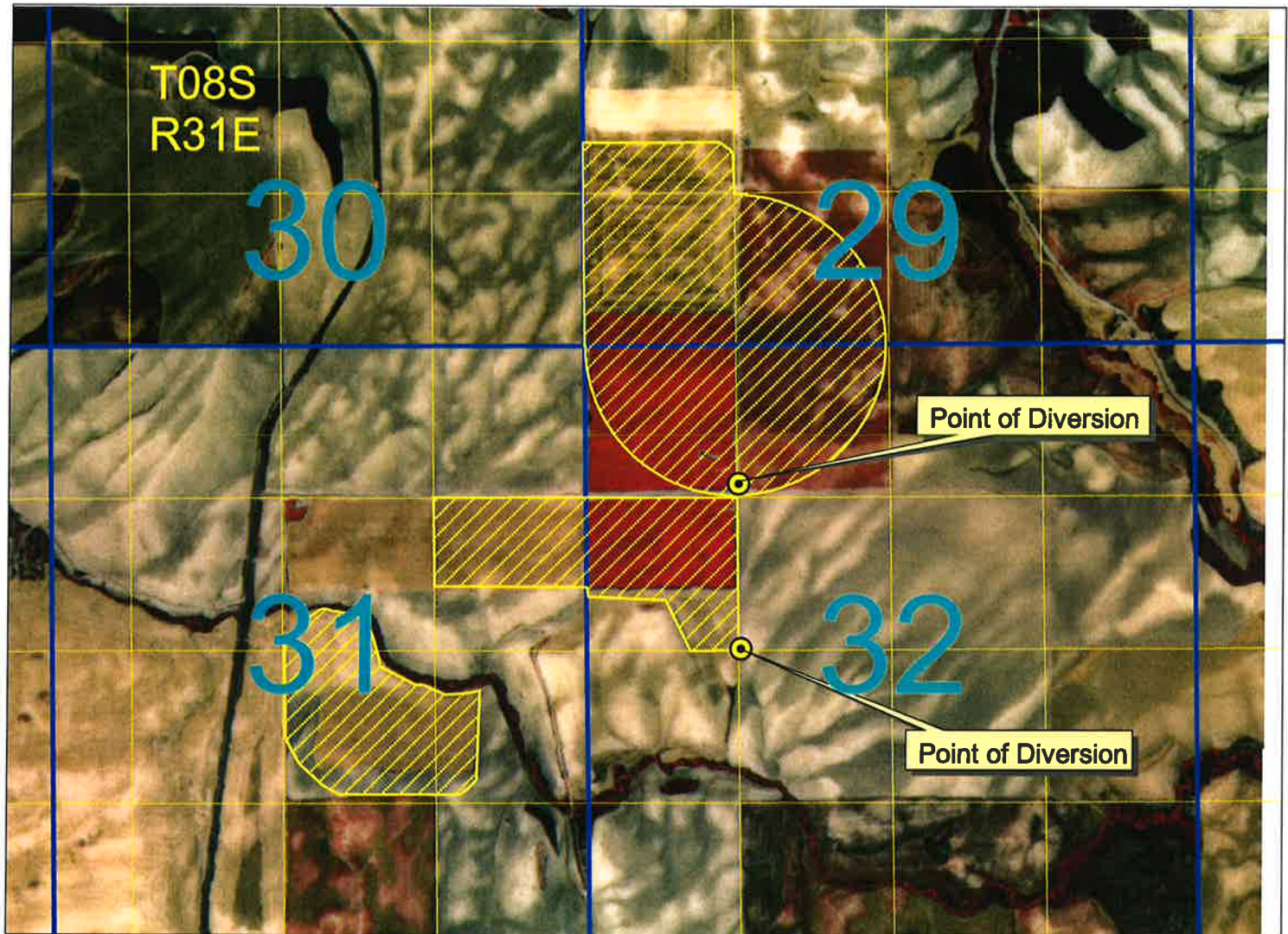
RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.

Water Right 29-13158

1

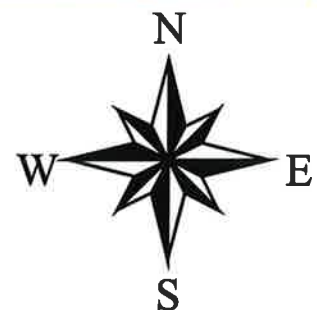


State of Idaho
Department of Water Resources
Eastern Region
Claim No.: 29-13158



0.3 0 0.3 0.6 Miles

Irrigated Acres = 244



- Well.shp
- ▨ 29-13158.shp
- ▭ Sections
- ▭ QQ

GIS Place of Use Illustration
1987/88 NAPP PHOTOGRAPHY
Prepared by R. Warner
Date: April, 2003

April 10, 2003

A WILLIAM ISAAC
SAMUEL W ISAAC
LUCY M ISAAC
3082 ISAAC LN
AMERICAN FALLS ID 83211

Re: Adjudication Claim for Water Right No. 29-13158

Dear Mr. Isaac,

Thank you for sending in your "notice of error" reply. Upon it, you expressed your concern for 2 ½ acres shown to be owned by Lamar Isaac, which you indicated is owned and irrigated by yourself.

If I understand correctly, when the property was divided amongst the current landowners, you were deeded a 244-acre limit of water rights. The calculated amount of acres shown upon the enclosed layout is 244 acres. To show more than 244 acres would require that you obtain an additional water right or discontinue watering acres that are not covered by this particular water right.

If you feel that this is still incorrect, please call me and see if we can set up an appointment to discuss this matter. Our phone number is (208) 525-7161.

Sincerely,

W. Roger Warner
Adjudication Specialist

Enclosures: Layout for Adjudication Claim 29-13158

4/14/03
Bill Conner and
discussed w/ me.
we adjusted the shape
to his satisfaction. No
other problems were brought up.
W. Roger Warner

4/09/03
Rory Brown

Notice of Error Review

Bill Isaac
29-13158

- See Map in file 29-7157 (green tab)
- Bill owns the area of which he says he is now watering (shown on "Notice of error" map).
- requested that red shape (outline) be moved South to reflect Lerner's property.
- * this property already retained by Lerner (shown on file 29-7157 map)
- irrigated?

- division amount is 3.73 cfs. which is less than 0.02 cfs / acre norm.
• whereas div. rate in field, AF amount is adequate to water wells in area of 244 acres @ 3.5 AF/A (298).

- irrigated boundary appears "liberal" for area shown to be irrigated.

- Brya requested FSA photos to confirm additional acreage.

• photos for 1976 provided and show considerably less.

- Note on Map (file 29-7157) states that "contact speaker 244 acres to Bill (acres of water right)"

- yellow tab (file 29-7157) memo to file from B. Confort.

also include 244 acres ~~to~~ share of water right to Bill Isaac.
(over)

Paul/Roger

02/08/2003

NOTICE OF ERROR
REPLY

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

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

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: April 21, 2003

Water right number: 29-13158

A WILLIAM ISAAK
3082 ISAAK LN
AMERICAN FALLS ID 83211
Telephone Number: (208)226-2152

SAMUEL W ISAAK
3082 ISAAK LN
AMERICAN FALLS ID 83211

LUCY M ISAAK
3082 ISAAK LN
AMERICAN FALLS ID 83211

RECEIVED
APR 03 2003
Department of Water Resources
Eastern Region

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

09/19/1973 - 4/15 - 11/01 Ground Water

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

as I describe on map approx 2.5 acres of water are marked under other Rights - should be moved from Sec 31 ~~to~~ SW $\frac{1}{4}$ NW $\frac{1}{4}$ to the NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec 32

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

I now water this 2.5 acres that I own which is marked as other rights

☐ I AGREE with this proposed recommendation: no changes need to be made.

DATE: _____

SIGNATURE: _____

A. William Isaak

Please print your name: _____

AWILLIAM ISAAK

RECEIVED
 APR 03 2003
 Department of Water Resources
 Eastern Region

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot		Use	Acres
08S	31E	29	NW	SW	IRRIGATION	14
			SE	SW	IRRIGATION	30
			SW	SW	IRRIGATION	38
			Section Acres			
08S	31E	31	SE	NE	IRRIGATION	23
			SW	NE	IRRIGATION	5
			NE	SE	IRRIGATION	10
			NW	SE	IRRIGATION	34
Section Acres				72		
08S	31E	32	NE	NW	IRRIGATION	30
			NW	NW	IRRIGATION	32
			SW	NW	IRRIGATION	28
			Section Acres			
Total Acres				244		

11. Place of use in counties: POWER

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

13. Other Water Rights Used:

14. Remarks:

This claim is split off of 29-7157 by change of ownership. Total acres are specified by contract, claimed place of use is from interview with seller. See map in file 29-7157.

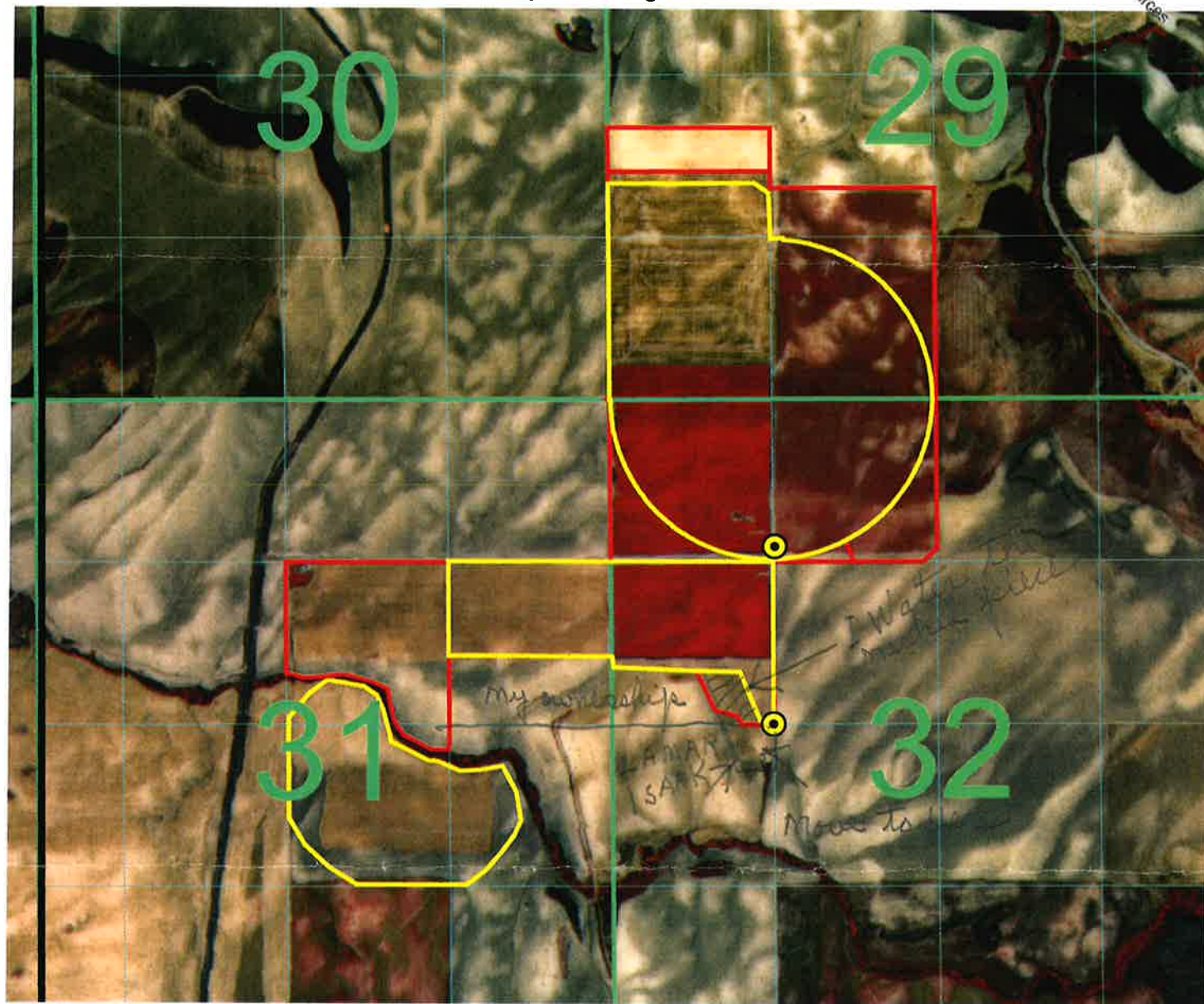
15. Basis of Claim: License

Idaho Department of Water Resources

Water Right 29-13158

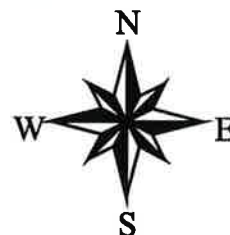
RECEIVED
APR 03 2003
Department of Water Resources
Eastern Region

Township 8S Range 31E



- Point of Diversion - This Right
- Point of Diversion - Other Rights
- Place of Use - This Right
- Place of Use - Other Rights
- Township
- Section
- Quarter-quarter Section

1320 0 1320 Feet

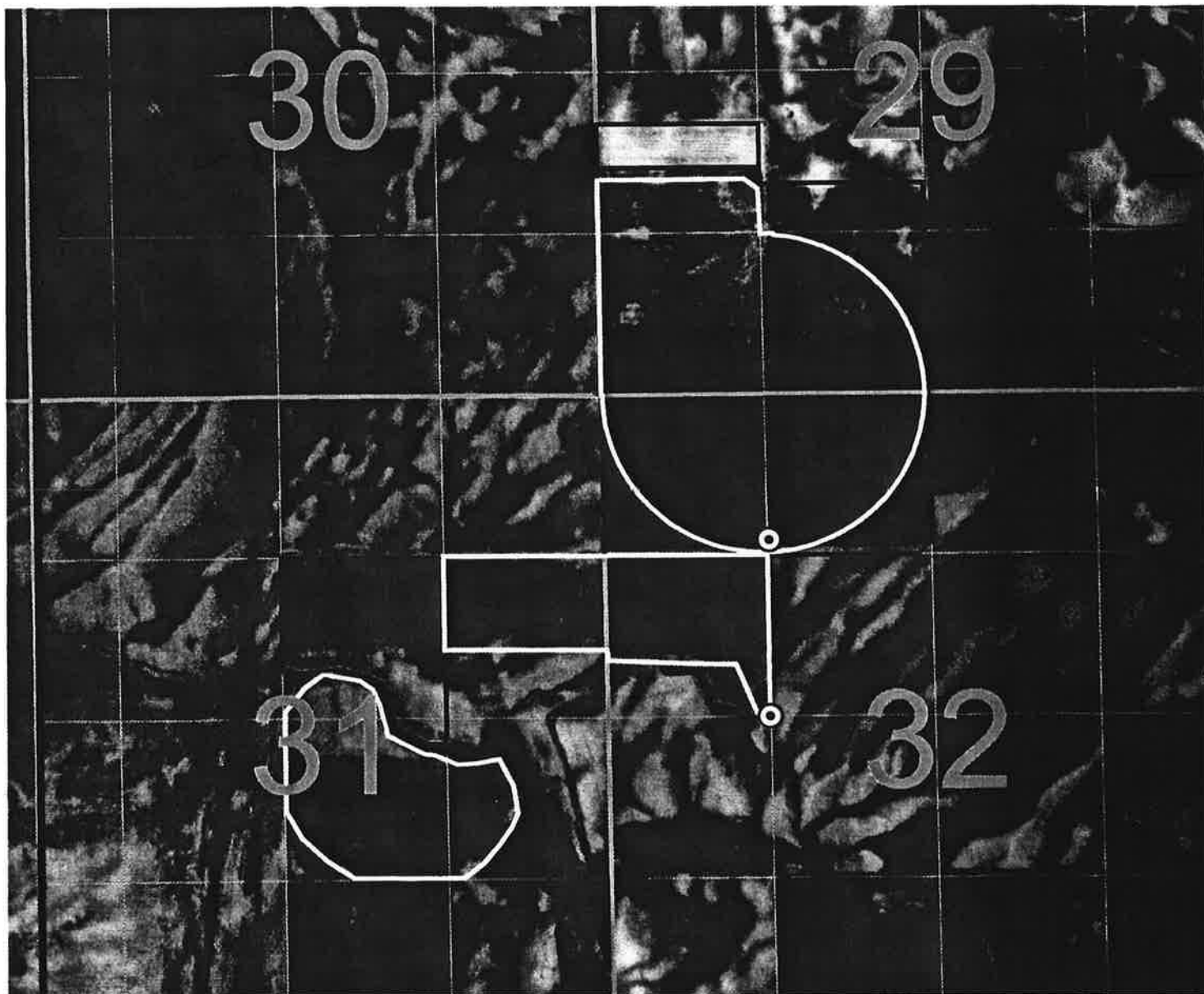


Prepared from 1987/1988 NAPP photography by B. Contor, 6/2001.

Idaho Department of Water Resources

Water Right 29-13158

Township 8S Range 31E



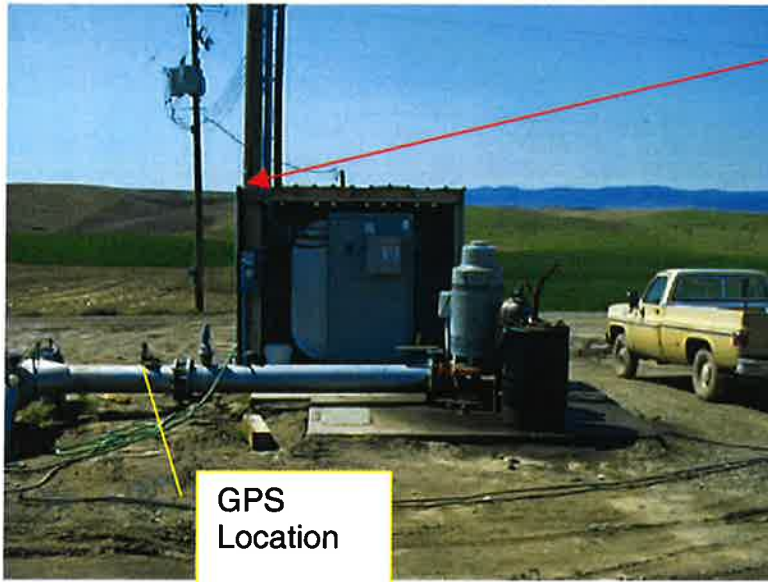
1320 0 1320 Feet

- Point of Diversion - This Right
- Point of Diversion - Other Rights
- Place of Use - This Right
- Place of Use - Other Rights
- Township
- Section
- Quarter-quarter Section



Prepared from 1987/1988 NAPP photography by B. Contor, 6/2001.

Photo #5



Site tag
A0010165

Placed by
GW District

GPS
Location

North well, looking south.

Photo #7



Site tag A0010172

Placed by
Ground Water
District

GPS
Location

South Well, looking West.

Photos for claims 29-13156, 29-13157, 29-13158, 29-13159 (All claims are from same two points of diversion).

Photos 5/1/2001 by Dean Byington and Bryce Contor.

Claims review 6/7/2001 by Bryce Contor.

Photo write-up 6/8/2001 by Bryce Contor.

Two photos, number 5 and number 7

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

AUG 31 2001

Department of Water Resources
Eastern 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 Right

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

1. Water Right No(s): 29-13158
Adjudication Claim No(s): 29-13158
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

*added
lienholder
9/20/01
gc*

Idaho Ag Credit Association
P.O. Box 300
American Falls, ID 83211
4. Name of Water Right Owner/Claimant(s) A. William Isaak
5. Expiration Date of Notification Period 5-1-2021
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) (and title if applicable) *Bart Brown*
Bart Brown
Ass't Vice President
Idaho Ag Credit Association

For Office Use Only

Received by <u>gc</u>	Date <u>8-31-01</u>	Fee <u>\$25-</u>
Receipted by <u>gc</u>	Date <u>9-4-01</u>	Receipt No. <u>5027018</u>
Processed by <u>AJ</u>	Date _____	WR _____ Date _____

WHEN RECORDED MAIL TO:

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this April 24, 2001 between A. WILLIAM ISAAK and LUCY M. ISAAK, husband and wife; and SAMUEL W. ISAAK, a single man, whose address is 3082 Isaak Loop American Falls, Idaho 83211 hereinafter called "Mortgagor", and IDAHO AGRICULTURAL CREDIT ASSOCIATION hereinafter called "Mortgagee", a corporation, existing and operating under the Farm Credit Act of 1971, as amended, having its principal place of business at 188 W. Judicial P.O. Box 985, Blackfoot, Idaho 83221.

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

SEE ATTACHED SCHEDULE A FOR REAL ESTATE DESCRIPTION, TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY.

TOGETHER WITH: All fixtures, including but not limited to the following: All pumps, motors, columns, tubes, shafts, bowls, panels and all electrical appurtenances, mainline, laterals, wheel lines, pivot/circle irrigation systems, risers, heads, couplers, end plugs, valves, valve openers, reducers, joints, tees and wyes, as well as all additions and replacements thereof, hereby declared appurtenant thereto and which are more particularly described on the attached Schedule A.

TOGETHER WITH: Idaho Department of Water Resources License Number 29-07157A&B, Priority Date September 19, 1973.

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

177282

INDEXED	
TRACED	12:11 PM
RECORDED	First American Title
MAY - 1 2001	
POWER COUNTY AND FALLS	
CHRISTINE STENSLUCHT	
BY <i>M. Carson</i> 8/18/01	

COPY

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

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

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

DATE OF NOTE
April 24, 2001

MATURITY DATE
May 1, 2021

AMOUNT OF NOTE
\$210,475.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. William Isaak
A. WILLIAM ISAAK

Lucy M. Isaak
LUCY M. ISAAK

Samuel W. Isaak
SAMUEL W. ISAAK

ACKNOWLEDGMENT.
STATE OF IDAHO

County of B. W. W.)
) ss.

On this 1st day of May, 2001, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared A. William Isaak and Lucy M. Isaak, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Stanford H. Taysom
Notary Public for the State of Idaho

Residing at Rockland

STANFORD H. TAYSON
Notary Public
State of Idaho
My Commission Expires: 6-6-06

STATE OF IDAHO)
County of Power) ss.

On this 1st day of May, 2001, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Samuel W. Isaak, a single man, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Stanford H. Taysom
Notary Public for the State of Idaho

Residing at Rockland

STANFORD H. TAYSON
Notary Public
State of Idaho
My Commission Expires: 6-6-06

SCHEDULE A

. REAL ESTATE DESCRIPTION TOGETHER WITH FIXTURES AND APPURTENANT SPRINKLER EQUIPMENT IF ANY FOR MORTGAGE DATED April 24, 2001

A. William Isaak and Samuel W. Isaak
Loan No. 231-007-0004915011-3017923-101

REAL ESTATE DESCRIPTION:

Township 8 South, Range 31 East Boise Meridian, Power County, Idaho.

Section 29: SW ¼

Section 31: SE ¼ NE ¼; ALSO, a parcel of land located in the E ¼ of said Section 31, Township 8 South, Range 31 East of the Boise Meridian, Power County, Idaho, described as follows:

Commencing at the CN1/16 corner of said Section 31, monumented with a 5/8" rebar with aluminum cap marked PLS 843; thence S. 00°02'34" W. along the West line of the SW ¼ NE ¼ of said Section 31, a distance of 965.68 feet to the center of Little Creek, said point being the true point of beginning; thence S. 00°02'34" W. continuing along said West line, 1681.63 feet, to a 5/8" rebar with aluminum cap marked PLS 843, said point being the CS1/16 corner of said Section 31; thence S. 89°17'55" E., leaving said West line, along the South line of said SW ¼ NE ¼, a distance of 1320.94 feet to a 5/8" rebar with aluminum cap marked PLS 843, said point being the SE1/16 corner of said Section 31; thence N. 00°03'07" E., leaving said South line, along the East line of said SW ¼ NE ¼, a distance of 269.34 feet, to a 1/2" rebar with plastic cap marked PLS 843; thence, leaving said East line, from a tangent bearing, N. 58°10'19" E. along a curve to the left, having a radius of 865.11 feet, through a central angle of 60°29'19", for an arc length of 913.32 feet, to the center of said Little Creek; thence along said center of Little Creek, the following courses:

S. 76°18'37" W. 146.27 feet;
S. 47°14'56" W. 68.36 feet;
S. 81°23'28" W. 57.52 feet;
N. 18°41'58" W. 50.84 feet;
S. 89°39'05" W. 124.67 feet;
N. 70°15'41" W. 465.23 feet;
N. 32°46'39" W. 167.49 feet;
N. 11°50'20" W. 213.92 feet;
N. 44°18'48" W. 193.54 feet;
N. 79°45'36" W. 294.08 feet;
S. 52°58'46" W. 59.64 feet;
N. 34°47'43" W. 37.35 feet;
S. 77°43'12" W. 46.80 feet;
S. 67°46'45" W. 83.58 feet;
Thence N. 71°37'28" W. 156.75 feet, to the true point of beginning.

EXCEPT Little Creek Road

TOGETHER WITH:

An Easement for ingress and egress in the W ½ E ¼ of Section 31, Township 8 South, Range 31 East of the Boise Meridian, Power County, Idaho, being 30.00 foot in width, and lying 15.00 feet on each side of the following described centerline:

Beginning at a point on the North line of the SE ¼ NE ¼, from which the NW corner of said SE ¼ NE ¼ bears N 89°08'20" W 645.70 feet;

Thence S 0°03'24" W 1305.88 feet;

Thence N 89°13'05" W 430.00 feet;

Thence S 0°03'24" W 375.00 feet to the center of Little Creek.

ALSO TOGETHER WITH:

A 15 foot wide Water Conveyance Easement and the right to maintain the existing buried pipeline across the SW ¼ NE ¼ and the NW ¼ SE ¼ Section 31, Township 8 South, Range 31 E.B.M., Power County, Idaho.

Township 8 South, Range 31 East Boise Meridian, Power County, Idaho.

Section 32: SW ¼ NW ¼; N ½ NW ¼

TOGETHER WITH:

A 20 foot wide Access Easement to and the right to maintain an existing electrical pump and well with a Water Conveyance Easement and the right to maintain an existing buried pipeline across the NW ¼ SW ¼ of Section 32, Township 8 South, Range 31 E.B.M., Power County, Idaho.

EXCEPT:

That portion of the NE ¼ NW ¼ of said Section 32, Township 8 South, Range 31 East, Boise Meridian, Power County, Idaho, more particularly described as follows:

Beginning at the SE corner of said NE ¼ NW ¼; thence West 200 feet; thence North 217 feet; thence East 200 feet; thence South 217 feet to the point of beginning.

FIXTURE AND/OR SPRINKLER EQUIPMENT DESCRIPTION:

- 1 - GE 200hp Electric Motor Serial #HLJ27125
- 1 - Berkeley Turbine Pump Serial #7321244
- 1 - US Motor 125hp Electric Motor Serial #R-9982-01-294-R2116396
- 1 - Layne Bowler Turbine Pump Serial #46025
- 1 - Baldor 3hp Electric Motor Serial #unknown
- 1 - Berkeley Centrifugal Pump Serial #M1157
- 9300 ft. Varied Buried/Steel Main Line
- 1/4 mile Buried/PVC Main Line
- 1 - 1,100 ft. Zimmatic Pivot Serial #unknown
- 1 - 1,300 ft. Zimmatic Pivot Serial #L71557
- 4 - Funk Wheel Lines Serial #unknown

A. William Isaak
A. WILLIAM ISAAC
Samuel W. Isaak
SAMUEL W. ISAAC

Lucy M. Isaak
LUCY M. ISAAC

6 of 6

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

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

B. IT IS MUTUALLY AGREED THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Environmental Representations, Warranties and Covenants.

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

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

06/07/2001

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommended Right Report

WATER RIGHT NO. 29-13158

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	A WILLIAM ISAAK 3082 ISAAK LN AMERICAN FALLS, ID 83211 (208)226-2152
Current Owner	LUCY M ISAAK
Current Owner	SAMUEL W ISAAK 3082 ISAAK LOOP AMERICAN FALLS, ID 83211 (208) 226-2152
Original Owner	ROLAND MAYER & SONS 2948 LITTLE CREEK RD AMERICAN FALLS, ID 83211 (208)226-5291
Original Owner	LAMAR ISAAK 3298 S ISAAK LOOP AMERICAN FALLS, ID 83211 (208)226-2618
Original Owner	VIOLET ISAAK 3298 S ISAAK LP AMERICAN FALLS, ID 83211 (208)226-2618

Priority Date: 09/19/1973
Basis: License
Status: Active

Source Tributary to
GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	04/15	11/01	3.73 CFS	976 AFA	
Total Diversion			3.73 CFS	976 AFA	

Location of Point(s) of Diversion:

GROUND WATER	SENWNW	Sec. 32	Township 08S	Range 31E	POWER County
GROUND WATER	SESWNW	Sec. 32	Township 08S	Range 31E	POWER County

IRRIGATION Use:
Acre Limit: 244

Place(s) of use:

Place of Use Legal Description: IRRIGATION POWER County

<u>Townshi</u>	<u>Rang</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
08S	31E	29		NWSW	13		SWSW	40		SESW	30			
		31		SWNE	5		SENE	23						

32	NESE 10	NWSE 34	
	NENW 30	NWNW 31	SWNW 28

Total Acres: 244

Conditions of Approval:

1. C05 RIGHT INCLUDES ACCOMPLISHED CHANGE IN PLACE OF USE PURSUANT TO SECTION 42-1425, IDAHO CODE.
2. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

Comments:

Author	Date	Subject	Comment
bcontor	6/7/2001	recommendation	See field exam notes in paper file 29-7157. Note that only 224 acres of water right were conveyed with lands. LaMar and Violet Isaak, and Jonathan Isaak, retain ownership of part of the rights appurtenant to the lands owned by this claimant.

Dates:

Licensed Date:
 Claim Received Date: 05/10/2001
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 Decreed Date:
 Date Filed with Court:
 Objection Filed Date:
 SF5 Filed:
 Special Master Recom Signed Date:

Element Reviewed/Verified Dates:

Element	Last Review Date	Reviewer	Last Verified Date	Verifier	Status
Summary	6/7/2001 2:20:26 PM		6/7/2001 2:20:26 PM	bcontor	Complete

Other Information:

Receipt Number(s):
 State or Federal: S
 Owner Name Connector: OR
 Water District Number:
 Generic Max Rate per Acre:
 Generic Max Volume per Acre:
 Civil Case Number:
 Old Case Number:
 Decree Plaintiff:
 Decree Defendant:
 PresumptionFlag:
 Notice of Error Flag:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Cary Act Number:
 Mitigation Plan: False
 Parent Right: 29-7157 ChangeOfOwnership

Verification Log:

Element	Date Time Stamp	Reviewer	Log Text
POD	6/7/2001 2:16:04 PM	bcontor	Edited point location
POD	6/7/2001 2:15:23 PM	bcontor	Edited point location
POU	6/7/2001 2:16:54 PM	bcontor	Edited shape boundary
Summary	6/7/2001 2:20:22	bcontor	1. (NO) The basis of the claim is not beneficial use.

PM

3. (NO) There is no indication that there has been a five year period of continuous nonuse that could result in a recommendation of forfeiture or partial forfeiture.
5. (NO) General remark was not required.
6. (NO) Explanatory remark was not required.
7. (YES) Additional condition was required.
8. (YES) Wanted to view the recommended right.
9. (YES) This is a split right.
10. (NO) This is not a combined right.
11. (NO) Documents were not linked or attached to this file.
12. (YES) Set the verification date.

June 7, 2001

William Isaak
Samuel Isaak
Lucy Isaak
3082 Isaak Loop
American Falls, Idaho 83211

Re: Splits of water right 29-7157

Dear Water Users:

Last month I met with LaMar, Violet, and Jonathan Isaak. They requested a slight adjustment of the division of irrigated acres from the split of water right 29-7157. This moves your 14 acre wheelline tract adjacent to your pivot on the north, and moves the narrow strip allocated to Jonathan north of your portion. There is no change in the number of acres allocated to any of the owners.

Enclosed is a copy of the adjustments I have made to the allocation of lands. Please call me if there are questions. I'm getting harder and harder to catch but I will return your voice mail messages.

Sincerely,



Bryce A. Contor
Senior Water Resource Agent

enclosure

SCANNED

MAY 14 2001
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

MAY 07 2001

Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
29-7157		Yes			

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

A. The appropriate **FILING FEE**. See instructions for fee amounts. N/A

A B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or SURVEY MAP clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Lama / Violet Isaak

4. New Owner/Claimant(s)

J. Wm ISAAC, SAMUEL W. ISAAC, LUCY M. ISAAC

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

3082 ISAAC LOOP

City, State and ZIP Code

AM. FALLS, IDA. 83211

New Telephone Number

(208) 226 2152

5. Date you acquired the property

5-1-01



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION
May 11, 2001

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

A. William Isaak
Samuel W. Isaak
Lucy M. Isaak
3082 Isaak Loop
American Falls, Idaho 83211

Re: Adjudication Claim 29-7157, 29-13158

Dear Water Users:

We have processed your Notice of Change of Ownership for part of original right 29-7157, owned by LaMar and Violet Isaak. Enclosed is a copy of your portion of the claim, and a map showing the split acres. Please look these over carefully and contact me if you have questions or concerns.

Later this summer I will be investigating this claim to make recommendations to the court. I may contact you if I have questions then.

Sincerely,

Bryce A. Contor
Senior Water Resource Agent



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

EASTERN REGION

May 11, 2001

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

LaMar and Violet Isaak
3298 S Isaak Loop
American Falls, Idaho 83211

Re: Splits of Adjudication Claim 29-7157

Dear Mr. and Mrs. Isaak:

Enclosed are copies of the water rights that have been split from your original license 29-7157, with a map showing the lands associated with each split. Please review carefully the division of lands between yourselves and Jonathan Isaak, and let me know if it needs to be adjusted.

Split 29-13156 is the portion that will remain in your name. Allan Andersen will receive split 29-13157. Until the transfer is complete, your name appears as "current owner," and his as "transfer applicant." Bill Isaak will receive split 29-13158 and Jonathan Isaak will receive 29-13159.

To aid in claims review, it would help me if you could go to the Farm Service Agency office and get me a photo that shows what was irrigated in 1987. It is important that the FSA staff write on the photo that it represents 1987 crop usage, stamp it with an FSA stamp, and sign it. To protect your privacy, FSA has decided not to give us access to these photos any more, so the monkey is on your back.

I may also need to do a field inspection, if so I'll contact you so you may come with me if you wish.

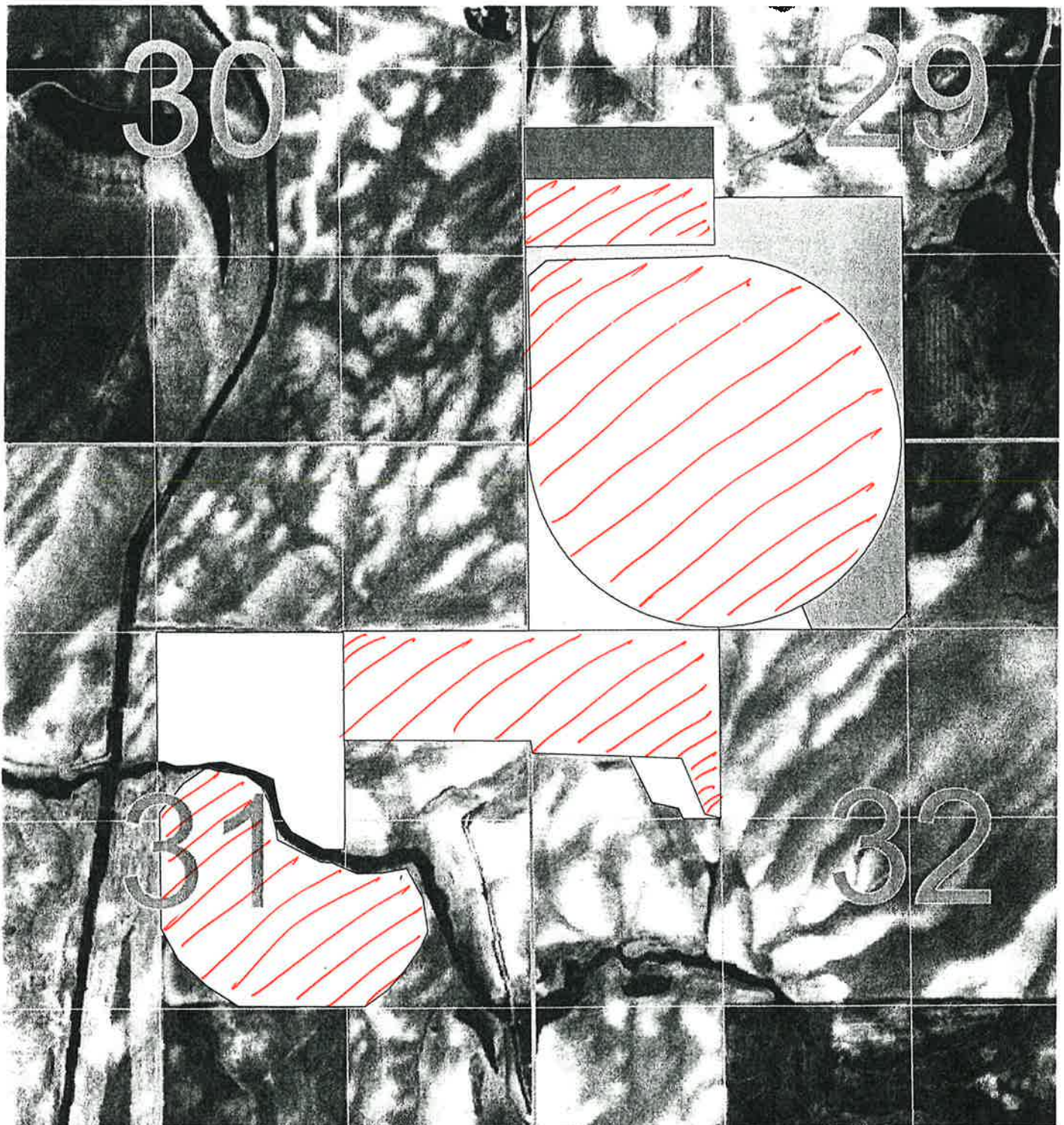
Please call me at 525-7161 if you have concerns or questions. Later in the week is usually better than earlier.

Sincerely,

Bryce A. Contor
Senior Water Resource Agent

29-7157

Illustration of Split of Claim



- Alan Anderson
- Bill Isaak
- Jonathan Isaak
- LaMar Isaak

MEMORANDUM

To: 29-7157

29-13156

29-13157

29-13158

29-13159

From: Bryce Center

Date: 5/10/01

Re: Splits of cfs and acw.

WR #	Acw	cfs	acw ft
Original 29-7157	334	5.10	1336.0 *
29-13156	45.6	0.69	182.4
29-13157	10.4	0.16	41.6
29-13158	244	3.73	976.0
29-13159	34	0.52	136.0

Original paper license has different values! This is the value from Post 27 T 69048.

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

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

CIVIL CASE NUMBER: 39576

Ident. Number 29-13158
Date Received: 5/10/2001
Receipt No:
Received By:

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s)

A WILLIAM ISAAK Phone: (208)226-2152

3082 ISAAK LN
AMERICAN FALLS ID USA 83211

SAMUEL W ISAAK Phone: (208) 226-2152

3082 ISAAK LOOP
AMERICAN FALLS ID USA 83211

LUCY M ISAAK Phone: (208) 226-2152

3082 ISAAK LOOP
AMERICAN FALLS ID USA 83211

2. Date of Priority: 09/19/1973

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
08S	31E	32	SE SW NW	POWER	
08S	31E	32	SE NW NW	POWER	

5. Description of diverting works:

2 WELLS 400', 20" CASING 125 HP EL., 420' 20" CASING 175 HP MOTOR

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/15	11/01	3.73	976

7. Total Quantity Appropriated is:

3.73 C.F.S. and/or 976 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
08S	31E	29	NW	SW	IRRIGATION	13
			SE	SW	IRRIGATION	30
			SW	SW	IRRIGATION	40
Section Acres						83
08S	31E	31	SE	NE	IRRIGATION	23
			SW	NE	IRRIGATION	5
			NE	SE	IRRIGATION	10
			NW	SE	IRRIGATION	34
Section Acres						72
08S	31E	32	NE	NW	IRRIGATION	30
			NW	NW	IRRIGATION	31
			SW	NW	IRRIGATION	28
Section Acres						89
Total Acres						244

11. Place of use in counties: POWER

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

13. Other Water Rights Used:

14. Remarks:

This claim is split off of 29-7157 by change of ownership. Total acres are specified by contract, claimed place of use is from interview with seller. See map in file 29-7157.

POU rearranged slightly per interview with seller to more correctly reflect intent of COE. See documentation in file 29-7157. BAC 6/7/2001.

15. Basis of Claim: License

MAY 14 2001

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

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

CIVIL CASE NUMBER: 39576

Ident. Number 29-13158
Date Received: 5/10/01
Receipt No:
Received By:

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s)

A WILLIAM ISAAK Phone: (208)226-2152

3082 ISAAK LN
AMERICAN FALLS ID USA 83211

SAMUEL W ISAAK Phone: (208) 226-2152

3082 ISAAK LOOP
AMERICAN FALLS ID USA 83211

LUCY M ISAAK Phone: (208) 226-2152

3082 ISAAK LOOP
AMERICAN FALLS ID USA 83211

2. Date of Priority: 09/19/1973

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot			County	Type
08S	31E	32	SE	SW	NW	POWER	
08S	31E	32	SE	NW	NW	POWER	

5. Description of diverting works:

2 WELLS 400', 20" CASING 125 HP EL., 420' 20" CASING 175 HP MOTOR

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/15	11/01	3.73	976

7. Total Quantity Appropriated is:
3.73 C.F.S. and/or 976 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4	of 1/4	Lot	Use	Acres
08S	31E	29	NW	SW		IRRIGATION	14
			SE	SW		IRRIGATION	30
			SW	SW		IRRIGATION	38
						Section Acres	82
08S	31E	31	SE	NE		IRRIGATION	23
			SW	NE		IRRIGATION	5
			NE	SE		IRRIGATION	10
			NW	SE		IRRIGATION	34
						Section Acres	72
08S	31E	32	NE	NW		IRRIGATION	30
			NW	NW		IRRIGATION	32
			SW	NW		IRRIGATION	28
						Section Acres	90
						Total Acres	244

11. Place of use in counties: POWER

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

13. Other Water Rights Used:

14. Remarks:

This claim is split off of 29-7157 by change of ownership. Total acres are specified by contract, claimed place of use is from interview with seller. See map in file 29-7157.

15. Basis of Claim: License