

\$580

RECEIVED

OCT 13 2021

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No.

85476

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at idwr.idaho.gov.

Name of Applicant(s) Clinton and Betty Inskeep**Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.****Yes N/A** * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☒ ☐ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☐ ☒ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☐ ☒ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).**
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at idwr.idaho.gov/water-rights/transfers/resources.html.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☐ ☒ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☐ ☐ #10 Other. Please describe: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Clinton and Betty Inskeep Phone 208-220-3035
Mailing address 2874 W 700 S, Aberdeen, ID 83210 Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative _____ Phone _____
Mailing address _____ Email _____

☐ Send all correspondence for this application to the representative and not to the applicant.

OR

☐ Send original correspondence to the applicant and copies to the representative.

☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.

OR

☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Clinton Inskeep
Signature of Applicant or Authorized Representative

Clinton Inskeep
Print Name and Title if applicable

10-9-21
Date

Betty Inskeep
Signature of Applicant or Authorized Representative

Betty Inskeep
Print Name and Title if applicable

10-9-21
Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.

3. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.3**.

Combine 5 acres of water right 35-14252 with all of rights 35-7083 and 35-14251 to create a 239 combined place of use for irrigation. The new place of use will reflect three center pivots that will be installed on the property.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	35-7083	0.92 cfs	Irrigation	4/1 to 10/1	Ground Water
☒ ☐	35-14251	3.76 / 752	Irrigation	4/1 to 10/31	Ground Water
☐ ☒	35-14252	0.10 / 20	Irrigation	4/1 to 10/31	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 4.21 cfs and/or 956 acre-feet.

2. Total amount of water proposed to be transferred or changed 1.19 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
 Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
			NW	SW	5	04S	31E	Bingham	Ground Water	Large Irrigation Well
										WMIS #600047

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
44S	31E	5							30	22	30	19		33		5	14		153
		8		28	15		28			15									86
Total Acres (for irrigation use)																			239

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:
Irrigation well will supply water to mainline that will run between the three pivots. Mainline will be equipped with a flow meter before we start diverting for irrigation.

- b. Who owns the property at the point(s) of diversion? Applicant
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: N/A We are not moving water off of the property.

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?
If yes, ☐ complete Attachment WSB.
- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
We are simply rearranging the 239 acres authorized under these rights.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:
The remaining 2 acres under water right 35-14252 will continue to be used for irrigation from the domestic well.

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☒ ☐ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently leased to the Water Supply Bank,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

Ground has been in CREP for the last 15 years. It is coming out of CREP right now. Ground will be irrigated again in 2022.

10/8/2021

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BETTY INSKEEP 2874 W 700 S ABERDEEN, ID 83210

Current Owner CLINTON INSKEEP
2874 W 700 S
ABERDEEN, ID 83210

Status: Active

Tributary

Volume

Total Diversion

0.920 CFS

GROUND WATER

NWSW

Sec. 5, Twp 04S, Rge 31E, BINGHAM County

IRRIGATION within BINGHAM County

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
04S	31E	5							14.0	2.0	38.0	17.5		40.0		4.5	17.0		133.0
04S	31E	6													20.0				20.0
04S	31E	8		13.0	6.0		40.0			22.0									81.0

Right Acre Limit: 46.0

POU Total Acres: 234.0

Conditions of Approval:		
1.	X27	This right is limited to the irrigation of 46 acres within the authorized place of use in a single irrigation season.
2.	X35	Rights 35-7083 and 35-14251 when combined shall not exceed a total diversion rate of 4.11 cfs, a total annual maximum diversion volume of 936 af at the field headgate, and the irrigation of 234 acres.
3.	C05	Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.
4.		Right No. 35-14251 is also diverted through the point of diversion described above.
5.	T19	Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

10/8/2021

Water Right 35-14251

Owner Type **Name and Address**
Current Owner BETTY INSKEEP
2874 W 700 S
ABERDEEN, ID 83210

Current Owner CLINTON INSKEEP
2874 W 700 S
ABERDEEN, ID 83210

Priority Date: 6/12/1959

Basis: Decreed

Status: Active

Source
GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	3.760 CFS	752.0 AF
	<u>Total Diversion</u>		3.760 CFS	752.0 AF

Source and Point(s) of Diversion

GROUND WATER

NWSW

Sec. 5, Twp 04S, Rge 31E, BINGHAM County

Place of Use

IRRIGATION within BINGHAM County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	31E	5							14.0	2.0	38.0	17.5		40.0		4.5	17.0		133.0
04S	31E	6													20.0				20.0
04S	31E	8		13.0	6.0		40.0			22.0									81.0

Right Acre Limit: 188.0

POU Total Acres: 234.0

Conditions of Approval:

1. X27 This right is limited to the irrigation of 188 acres within the authorized place of use in a single irrigation season.
2. X35 Rights 35-14251 and 35-07083 when combined shall not exceed a total diversion rate of 4.11 cfs, a total annual maximum diversion volume of 936 af at the field headgate, and the irrigation of 234 acres.
3. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
4. RIGHT NO. 35-07083 IS ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

10/8/2021

Water Right 35-14252

Owner Type **Name and Address**
Current Owner BETTY INSKEEP
2874 W 700 S
ABERDEEN, ID 83210

Current Owner CLINTON INSKEEP
2874 W 700 S
ABERDEEN, ID 83210

Priority Date: 6/12/1959

Basis: Decreed

Status: Active

Source
GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	10/31	0.140 CFS	28.0 AF
	<u>Total Diversion</u>		0.140 CFS	28.0 AF

Source and Point(s) of Diversion

GROUND WATER NWSW Sec. 5, Twp 04S, Rge 31E, BINGHAM County

Place of Use

IRRIGATION within BINGHAM County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04S	31E	5										7.0							7.0

Right Acre Limit: 7.0

POU Total Acres: 7.0

Conditions of Approval:

1. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 120.
2. R02 A lockable device subject to the approval of the Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
3. 214 Prior to the diversion and use of water under Transfer approval 77857, the right holder shall install and maintain acceptable measuring device(s) at the authorized point(s) of diversion in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.
4. 213 Upon specific notification of the Department, the right holder shall install and maintain data loggers to record water usage information at the authorized point(s) of diversion in accordance with Department specifications.
5. R63 This right when combined with all other rights shall provide no more than 0.02 cfs per

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

10/8/2021

- acre nor more than 3.5 afa per acre at the field headgate for irrigation of the place of use.
6. T07 The right holder shall accomplish the change authorized by this transfer within 1 year of the date of this approval.
 7. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
 8. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- ☒ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
- ☒ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**.

If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

B. CHANGES IN NATURE OF USE (Water Balance)

- ☐ If you propose to change the nature of use or period of use of all or part of the right(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

N/A

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

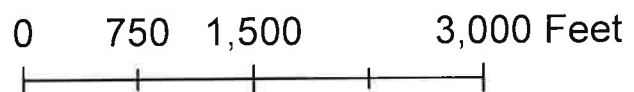
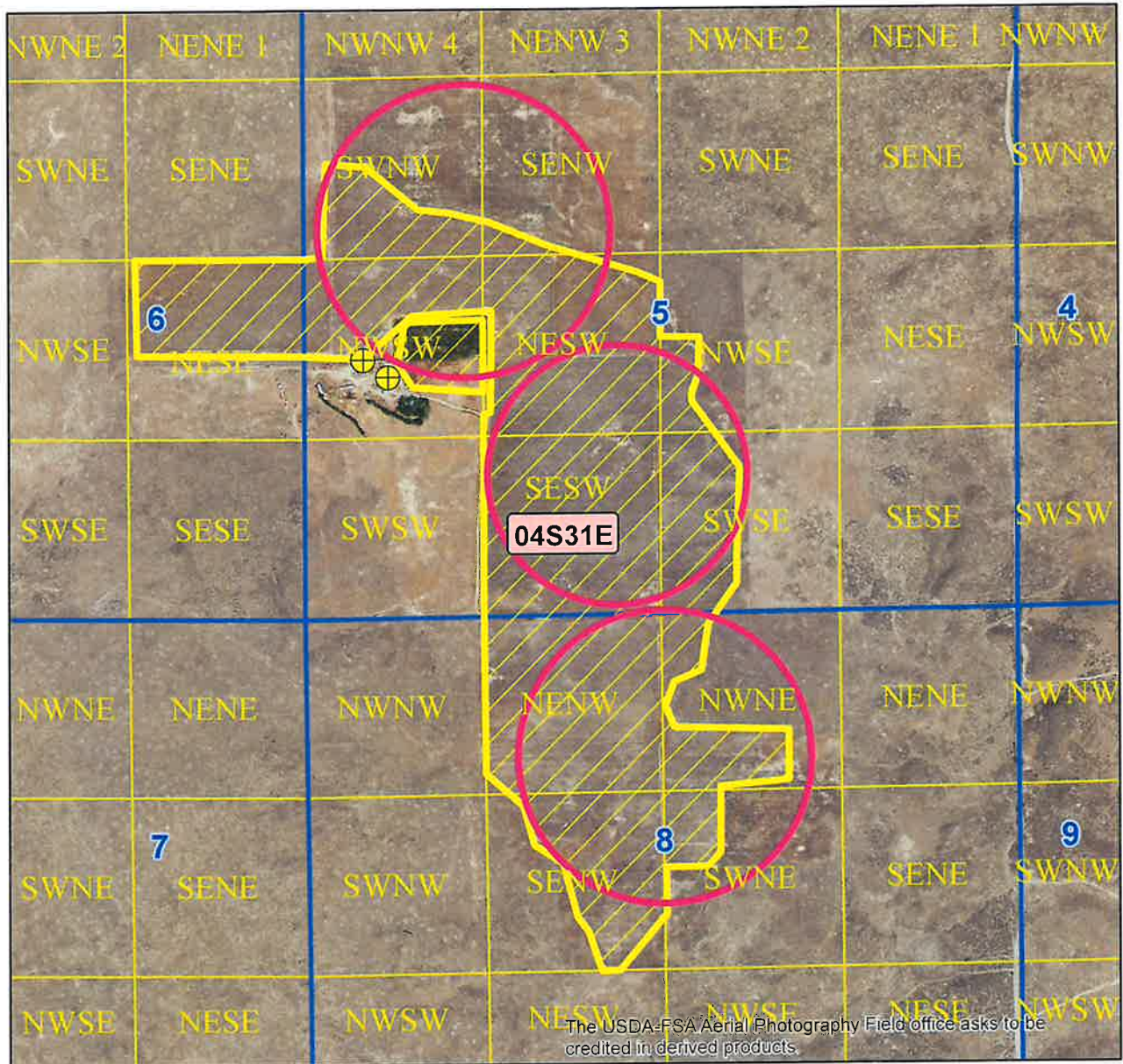
Received by _____ Date _____ Preliminary check by _____ Date _____

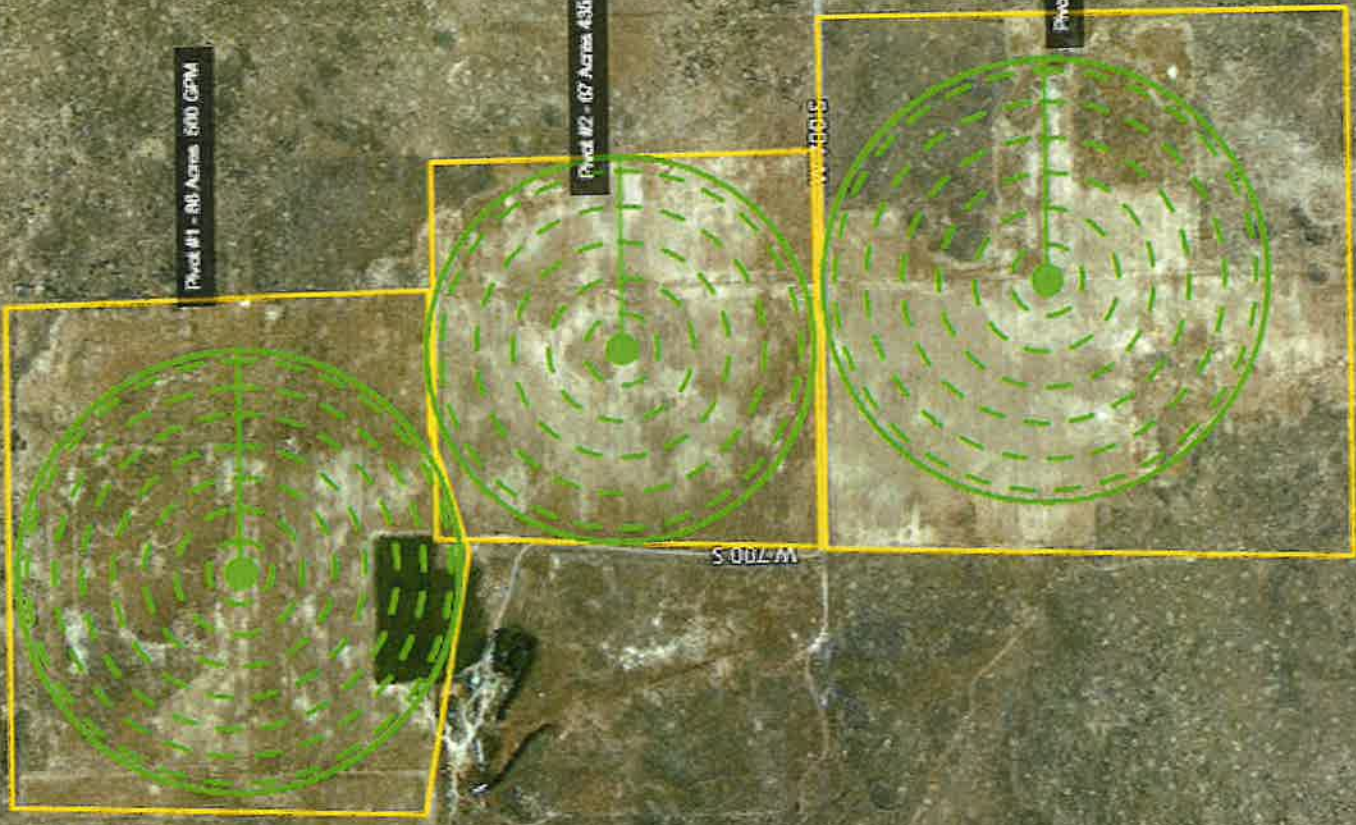
Fee paid \$580.- Date 10/13/2021 Receipted by JB Receipt # E047457

Add'l fee paid _____ Date _____ Receipted by _____ Receipt # _____

Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

Application for Transfer - Clinton and Betty Inskeep





Pivot #1 - 80 Acres - 500 GPM

Pivot #2 - 87 Acres - 435 GPM

Pivot #3 - 86 Acres - 500 GPM

Time Date of Receipt:
Initials of SCC Employee:

**AGREEMENT NOT TO DIVERT WATER
FROM THE EASTERN SNAKE PLAIN AQUIFER**

Idaho Soil Conservation
Commission

Water Use Contract

1 PURPOSE

The State of Idaho has developed this form for purposes of enabling eligible landowners to apply to participate in the Eastern Snake Plain Aquifer Conservation Reserve Enhancement Program (CREP or "the Program") which has been implemented pursuant to an agreement by and between the State of Idaho (Idaho) and the U.S. Department of Agriculture, Commodity Credit Corporation (USDA). The State of Idaho is seeking to use the Program to encourage a reduction in the use of surface water and ground water for irrigation. Idaho seeks to accomplish this goal by assisting in the process of signing up eligible land to the Program. The Program will require participant landowners to agree to forego their use of water on the eligible land for the Contract Period. The unused water will remain in the Eastern Snake Plain Aquifer and increase spring flows into the Snake River. This Agreement is to be used to obtain a binding commitment from landowners who apply for CREP participation to discontinue the use of, and help conserve irrigation water that had been applied to the irrigated cropland, which is offered and accepted for enrollment into the Program. The CREP is part of the Conservation Reserve Program (CRP) operated by the Farm Service Agency (FSA) for the USDA.

The general authority for Idaho to enter into this Agreement is set forth at Idaho Code § 22-2715 et seq. Specific authorization and appropriation was provided for certain aspects of this Agreement by the Fifty-Eighth Idaho Legislature, in its 1st Regular Session for the year 2005 pursuant to House Bill 373, which was signed into law on April 12, 2005 (effective April 12, 2005) and House Bill 392, which was signed into law on April 7, 2005 (a portion of which was effective April 7, 2005 and the balance of which was effective July 1, 2005).

Note: Entering into this Agreement will not void or otherwise terminate any of the Participant's existing contractual agreements or obligations established under another state or federal program.

2 DEFINITIONS

A Conservation Plan of Operations

A written agreement between CREP Participants and the USDA, which describes the conservation practices to be implemented, the timing of Participants' implementation, practice location, operation and maintenance of the practice during the Contract Period, and related natural resource management provisions.

B Contract Period

The Contract Period shall be the duration, as provided in Article III.C of this Agreement, of the USDA Form CRP-1 (CRP Contract) entered into by and between the Participant and the USDA for the Eligible Irrigated Land.

C Eligible Irrigated Land

The tract(s) of land offered for inclusion in the CREP must have appurtenant thereto either (a), valid water right(s) to divert water from ground water sources within the CREP area or (b), valid water right(s) to divert from surface water sources other than the Snake River. If a tract(s) of land offered for the CREP is served by an irrigation district or canal company where the irrigation district or

canal company owns the water right(s) used on the tract(s) of land offered for the CREP, the irrigation district or canal company must agree to reduce its water use proportionately. Determinations of Eligible Irrigated Land based on these eligible water rights are within the sole discretion of the State of Idaho.

D Participant

The individual, partnership, limited liability company, corporation, association, or other entity that has applied to or entered into a CRP contract with USDA, which owns the Eligible Irrigated Land and appurtenant water rights and has the authority to agree that the amount of ground water or surface water conserved due the enrollment of irrigated cropland into the CRP will not be put to any use on any other land under their control, or otherwise transferred, sold or exchanged.

3 PARTIES AND ELIGIBLE IRRIGATED LAND

This Agreement is entered into by and between Clinton Inskeep (hereinafter "Participant") and State of Idaho by and through the Idaho Soil Conservation Commission (hereinafter "SCC"), 2270 Old Penitentiary Road, Boise, Idaho 83712. The parties base this Agreement on the following representations:

- A** Participant submits the land described in this paragraph (the "Eligible Irrigated Land") for inclusion in the CREP. Participant owns or leases water right(s) that allow for diversion of water from the Eastern Snake River Aquifer for irrigation use solely on the Eligible Irrigated Land. Those water rights are designated as no(s):

Water Right Number(s)	Acre Feet of Diversion
35-2574	780
35-7083	184

The Eligible Irrigated Land comprises 233.4 +/- acres and is described as follows:

FSA Tract S16 C011 T882

- B** Idaho desires to reduce water use from the Eastern Snake Plain Aquifer by coordinating the implementation and administration of the CREP with the FSA through the SCC.
- C** The Program is a Federal cropland set-aside program. Under Idaho law, water rights appurtenant to lands placed in a Federal cropland set aside program are protected from forfeiture.
- D** Participant has agreed to enroll the Eligible Irrigated Land in the CREP upon the USDA's acceptance of a CRP Contract covering the Eligible Irrigated Land.
- E** The Program also requires that the Participant enter into an Agreement Not To Divert From The Eastern Snake Plain Aquifer to reduce ground water and surface water withdrawals from the aquifer.
- F** Participant and SCC desire to formally acknowledge and document the conditions and understandings between the parties.

NOW THEREFORE, in consideration of the following promises and commitments, the Participant and SCC agree as follows:

2 AGREEMENT

A Statement of Purpose

The purpose of this Agreement is to reduce water use from the Eastern Snake Plain Aquifer by

establishing conditions to restrict the use of water on those lands placed in the CREP by the Participant during the term of this Agreement. This Agreement shall also serve to fulfill the conditions required by the FSA for eligibility to participate in the Program.

B Scope of Work

1 Participant shall:

- a Restrict diversions from the Eastern Snake Plain Aquifer to no more than that for each water right listed below except as may be specified below for cover establishment:

Water Right Number(s)	Allowable Acre Feet of Diversion
35-2574	28
35-7083	0



The Watermaster of water district WD 120, acting under the authority of the Director of the Idaho Department of Water Resources (IDWR), shall verify said non-diversion through water measurement protocols. The IDWR may assist the Watermaster through additional field inspections and utilization of satellite imagery/aerial photography to ensure the lands enrolled in the CREP are not being irrigated. Participant shall cooperate fully with the Watermaster, the IDWR and SCC staff in accomplishing the provisions of this Agreement. Participant shall not apply water to the lands enrolled in the CREP, except as specified below for cover establishment.

- b Demonstrate to the satisfaction of the Watermaster that Participant's irrigation system has been sufficiently disabled to prevent irrigation of lands enrolled in the CREP. If lands not enrolled in the CREP will still be irrigated from the irrigation system, Participant shall install a method of water measurement, satisfactory to the Watermaster, within one year from the date of this Agreement to verify that enrolled lands are not irrigated.
- c Participant agrees not to apply water from any other surface water or ground water source to the Eligible Irrigated Land during the Contract Period, except as specified in Article II.B.1.d.
- d Participant agrees that neither the Participant nor any other individual or entity will make any use of, affect, transfer, sell, exchange, or otherwise apply surface water or ground water from the Eastern Snake River Plain Aquifer during the Contract Period on the Eligible Irrigated Land enrolled, except, if determined necessary by the USDA, during the first 12 months after the effective date of the CRP Contract not more than 1/3rd of an acre-foot, for each acre enrolled in the CREP, may be applied for the purpose of establishing a long-term vegetative conservation cover on the Eligible Irrigated Land, as outlined in an approved Conservation Plan of Operations.
- 2 SCC shall have full access to the data and conclusions developed by the Watermaster and the IDWR, as outlined above in Section 4B(1.), and may apply that data and conclusions at its discretion, to perform the following tasks:**
- a Monitor irrigation use on those lands enrolled in the CREP to determine if use is in conformance with the conditions of this Agreement.
- b Provide an annual report to FSA documenting the water usage on those lands enrolled in the CREP.

- c Notify FSA if water diversions are not in compliance with the terms of this Agreement.

C Term

This Agreement shall take effect upon signature by the parties and upon execution of a CRP Contract covering the Eligible Irrigated Land and shall extend through the term of said CRP Contract. Upon early termination of said CRP Contract by either Participant or FSA this Agreement shall also terminate. In the event FSA temporarily releases Participant from the contractual requirements of said CRP Contract in order to address a national emergency, this Agreement shall be temporarily suspended for the same duration of time as the temporary release granted by FSA. The water right(s), or portions thereof, appurtenant to the lands enrolled in the CREP are not eligible for transfer, lease, exchange, enrollment in the State Water Supply Bank, or any other mechanism that would result in their use on other lands.

D Compensation

- 1 Subject to the Limitation of Program Funds provision set forth herein at Section 4(L), Idaho shall make one-time incentive payments (referred to herein as an Idaho Incentive Payment or IIP), on a priority basis, to those Participants that submit Eligible Irrigated Land that meets the qualifications set forth in this paragraph, at the rate of \$30 per acre for each qualifying acre, until the three million dollar (\$3,000,000) fund established by Idaho to pay IIP for qualifying acreage is exhausted. To qualify to receive an IIP payment, each of the following qualifications must be met: a) the submitted acreage must have been irrigated by the diversion of ground water from that portion of the ESPA CREP project area identified in Appendix 1 (which is attached hereto and incorporated herein) as the "ESPA CREP Incentive Area" prior to inclusion in the Program, b) the Participant's signed offer to enter into this Agreement must be received and accepted by the SCC (where "accepted by the SCC" means the execution of this Agreement by the SCC Administrator), and c) the Participant's offer to enter into the CRP Contract must be accepted by the FSA (where "accepted by the FSA" means the execution of the Participant's offered CRP Contract by the FSA). The priority to receive IIP shall be established on a first submitted, first in priority basis, for acreage that is found to be qualifying, based on the time and date a Participant submits a signed copy of this Agreement to the SCC in a form that is ultimately accepted by the SCC (where "accepted by the SCC" means the execution of this Agreement by the SCC Administrator). Final determination of the order of priority shall be at the sole discretion of the SCC Administrator.
- 2 Federal CRP Payments due to the Participant in accordance with the CREP shall be paid to the Participant(s) according to applicable Federal statutes, regulations, and the National CRP Directives issued by USDA. The State of Idaho is not responsible for any Federal monetary obligations as a result of the CREP, except as may be agreed to in the CREP agreement between Idaho and the USDA.

E Rights to FSA Data

Participant hereby grants SCC and the IDWR the right to obtain copies of FSA records pertaining to Participant's lands.

F Successors and Assigns Obligated

This Agreement and all of its provisions shall jointly and severally apply to and bind the respective heirs, personal representatives, successors, and assigns of the parties hereto.

G Duplicate Originals

This Agreement may be executed in duplicate. Each of the copies of this Agreement bearing an original signature of a party shall be an original.

H Right of Entry

Participant(s) hereby grant the SCC or its designee a right of entry onto the Eligible Irrigated Land for purposes of verifying Participant(s)' compliance with the terms of this Agreement. Such entry shall not require prior notice to be provided to Participant(s), and shall not be deemed trespass.

I Enforcement of Water Rights

The USDA and the FSA, are not responsible for and will not administer, enforce, oversee, or otherwise manage water rights, water usage or State, local or Federal water use contracts and laws in any manner.

J Nondiscrimination

The SCC prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status.

K Attorneys' Fees

In the event of a legal proceeding of any kind instituted under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party shall be awarded such additional sums as the court may adjudge for reasonable attorneys' fees and to pay all costs and disbursements incurred in such proceeding.

L Limitation of Program Funds

- 1 Participant acknowledges that the SCC cannot obligate funds prior to obtaining funding approval.
- 2 The SCC certifies that state or federal funds are presently available and authorized for expenditure to pay the portion of costs which will accrue during the current state or federal fiscal year or applicable grant period.
- 3 Participant agrees that all obligations of the SCC, including the continuance of payments under this Agreement, are contingent upon the availability and continued appropriation of funds. In the event state or federal funds become unavailable as determined by the SCC, the SCC may immediately terminate this Agreement or amend it accordingly. In no event shall the SCC be liable for any payments in excess of approved or appropriated funds available for this Program.

M No Personal Liability

Participant specifically understands and agrees that in no event shall any official, officer, employee or agent of the SCC or the State of Idaho be personally liable for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Agreement, express or implied.

N Severability

If any part of this Agreement is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.

O No Waiver

The waiver of any breach or default of this Agreement shall not be construed as or deemed to be a

waiver of any subsequent breach or default.

P Effect of Section Headings

The section headings appearing in this Agreement are not to be construed as interpretations of the text but are inserted for convenience and reference only.

Q Governing Law

This Agreement shall be governed as to validity, construction and performance by the laws of the State of Idaho. The venue of any action brought by any parties to this Agreement shall be in a State of Idaho District Court.

R Waiver, Modification or Amendment

No waiver, modification, or amendment of this Contract or of any covenants, conditions or limitations herein contained shall be valid unless in writing duly executed by both parties and the parties further agree that the provisions of this section may not be waived, modified, or amended except as herein set forth.

S Entire Agreement

This Agreement sets forth all the covenants, provisions, agreements, conditions and understandings between the parties, and there are no covenants, provisions, agreements, conditions or understandings, oral or written, between them other than are herein set forth.

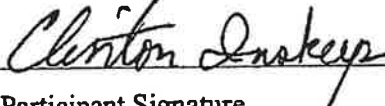
By signing this agreement the Participant acknowledges that they have control over the water rights listed in the agreement for the term of their CREP contract. If the curtailed water rights listed in this agreement are transferred, placed in the waterbank, sold, or otherwise used for irrigation or other purposes during the term of this agreement the Participant will be deemed in violation of this agreement. Any violations of this agreement will be reported by the Watermaster to the Farm Services Agency.

IN WITNESS WHEREOF the parties executed this Agreement on the date following their respective signatures.


Idaho State CREP Coordinator

Jerry Nicolescu, Administrator
Soil Conservation Commission

Date: 2/17/07


Participant Signature

Date: 2-27-07

This form is available electronically.

CRP-1
(02-04-03)

U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

CONSERVATION RESERVE PROGRAM CONTRACT

NOTE: The authority for collecting the following information is Pub. L. 107-171. This authority allows for the collection of information without prior OMB approval mandated by the Paperwork Reduction Act of 1995. The time required to complete this information collection is estimated to average 4 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

7. COUNTY OFFICE ADDRESS (Include Zip Code):

Bingham County FSA
725 Jensen Grove Drive
Blackfoot, ID 83221

TELEPHONE NUMBER (Include Area Code): (208) 785-2090

1. ST. & CO. CODE & ADMIN.
LOCATION

16-011

2. SIGN-UP NUMBER

35 CREP

3. CONTRACT NUMBER

756

4. ACRES FOR ENROLLMENT

233.4

5. FARM NUMBER

1263

6. TRACT NUMBER(S)

882

8. OFFER (Select one)

GENERAL

ENVIRONMENTAL PRIORITY

9. CONTRACT PERIOD

FROM:

(MM-DD-YYYY)

03-01-2007

TO:

(MM-DD-YYYY)

09-30-2021

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (who may be referred to as "Owner", "Operator", and "Tenant", respectively) on the farm identified above. The undersigned person or persons may hereafter collectively be referred to as "the Participant". The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2 or CRP-2C, if applicable; and, if applicable, CRP-15.

10A. Rental Rate Per Acre

\$ 134.00

11. Identification of CRP Land (See Page 2 for additional space)

B. Annual Contract Payment

\$ 31,276

A. Tract No.

B. Field No.

C. Practice No.

D. Acres

E. Total Estimated Cost-Share

C. First Year Payment

\$ 18,244

882

1

CP2

26.6

958

(Item 10C applicable only to continuous signup when the first year payment is prorated.)

882

10

CP2

38.1

1,372

882

12

CP2

12.6

454

12. OWNERS, OPERATORS, AND TENANTS

A(1). OPERATOR NAME AND ADDRESS (Include Zip Code):

Clinton Inskeep
2874 W 700 S
Aberdeen, ID 83210

(2) SHARE

100 %

(3) SOCIAL SECURITY NUMBER:

(4) SIGNATURE

DATE (MM-DD-YYYY)

Clinton Inskeep

2-27-07

B(1). OWNER NAME AND ADDRESS (Include Zip Code):

Betty Inskeep
2874 W 700 S
Aberdeen, ID 83210

(2) SHARE

0 %

(3) SOCIAL SECURITY NUMBER:

(4) SIGNATURE

DATE (MM-DD-YYYY)

Betty By Clinton Inskeep

2-27-07

C(1). NAME AND ADDRESS (Include Zip Code):

(2) SHARE

%

(3) SOCIAL SECURITY NUMBER:

(4) SIGNATURE

DATE (MM-DD-YYYY)

Inskeep

13. CCC USE ONLY - Payments according to the shares are approved.

A. SIGNATURE OF CCC REPRESENTATIVE

Ray Tomenga

B. DATE (MM-DD-YYYY)

2-28-07

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is the Food Security Act of 1985, (Pub. L. 99-198), as amended and the Farm Security and Rural Investment Act of 2002 (Pub. L. 107-171) and regulations promulgated at 7 CFR Part 1410 and the Internal Revenue Code (26 USC 6109). The information requested is necessary for CCC to consider and process the offer to enter into a Conservation Reserve Program Contract, to assist in determining eligibility, and to determine the correct parties to the contract. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in determination of ineligibility for certain program benefits and other financial assistance administered by USDA agency. This information may be provided to other agencies, IRS, Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 286, 287, 371, 641, 651, 1001; 15 USC 714m; and 31 USC 3729, may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

- NOT REENROLLING IN CREP - 8/5/21 (3:50pm) talked to Clinton

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D. C. 20250-9410 or call (202) 720-5964 (voice or TDD). USDA is an equal opportunity provider and employer.

☒ Original - County Office Copy

☐ Owner's Copy

☐ Operator's Copy

Brass Roduction

85478

☒ Original - County Office Copy ☐ Owner's Copy ☐ Operator's Copy

8 5 4 7 6



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

November 3, 2021

BETTY INSKEEP
CLINTON INSKEEP
2874 W 700 S
ABERDEEN, ID 83210

RE: Transfer No. 85476
Water Right No(s). 35-14251, 35-14252, 35-7083

Dear Applicants:

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the BINGHAM NEWS CHRONICLE on 11/10/2021 and 11/17/2021. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Christina Henman
Administrative Assistant

Henman, Christina

From: Henman, Christina
Sent: Wednesday, November 3, 2021 12:16 PM
To: legalnotices@postregister.com
Subject: Legal Notice for News Chronicle
Attachments: 85476, 85469 News Chronicle.docx

LEGAL NOTICE DEPARTMENT
BINGHAM NEWS CHRONICLE
PO BOX 70
BLACKFOOT, ID 83221-0070

RE: Transfer No. 85469, 85476
Water Right No(s). 35-12656A, 35-13716, 35-13718, 35-2153C, 35-2265, 35-2329, 35-2330, 35-4214, 35-7082, 35-14251, 35-14252, 35-7083

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 11/29/2021. Your cooperation is appreciated.

Thank You,



Christina Henman
Administrative Assistant
IDWR, Eastern Region
900 N Skyline Ste. A
Idaho Falls, ID 83402
Phone: (208) 525-7161

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

TRANSFER NO. 85469

FARMS LLC, C/O BRAD HALL, PO BOX 50620, IDAHO FALLS, ID 83405-0560 has filed Application No. 85469 for changes to the following water rights within BINGHAM County(s): Right No(s). 35-12656A, 35-13716, 35-13718, 35-2153C, 35-2265, 35-2329, 35-2330, 35-4214, 35-7082; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: change point of diversion and place of use. The proposed point of diversion is in NWNWNE Sec 13 T01S R33E for 6.43 cfs from ground water. The proposed place of use is within Sec 13 T01S R33E for 428 acres.

TRANSFER NO. 85476

BETTY INSKEEP and CLINTON INSKEEP, 2874 W 700 S, ABERDEEN, ID 83210 has filed Application No. 85476 for changes to the following water rights within BINGHAM County(s): Right No(s). 35-14251, 35-14252, 35-7083; to see a full description of these rights and the proposed transfer, please see <https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. The purpose of the transfer is to change a portion of the above rights as follows: change point of diversion and place of use. The proposed point of diversion is in NWSW Sec 5 T04S R31E for 4.21 cfs from ground water. The proposed place of use is within Sec 5 and 8, T04S R31E for 239 acres.

For additional information concerning the property location, contact Eastern Region office at (208)525-7161. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Eastern Region, 900 N SKYLINE DR STE A, IDAHO FALLS ID 83402-1718 together with a protest fee of \$25.00 for each application on or before 11/29/2021. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published on 11/10/2021 and 11/17/2021

Henman, Christina

From: Henman, Christina
Sent: Wednesday, November 3, 2021 12:14 PM
To: Jordan, Blake
Subject: Application for Transfer No. 85467, 85469, 85476
Attachments: tmp79D4.docx; tmp3A32.docx; tmp39E0.docx

Watermaster:

The Idaho Department of Water Resources (IDWR) is seeking written comment and/or recommendations from you regarding the above referenced water right application. You can find a copy of the application at: <https://idwr.idaho.gov/apps/ExtSearch/WRAJSearch/WRADJSearch.aspx>. Please review the application, then complete the enclosed recommendation form and return it to this office within 21 days of the date of this letter.

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the watermaster, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

IDWR can finish reviewing an untested application as soon as the protest period has past. Your prompt response to this request will ensure that your recommendation can be considered. If IDWR has not received your written recommendation within 21 days from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

Please contact this office if you have any questions regarding the application.