

RECEIVED

MAR 01 2021

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

Transfer No.

84797

**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 [www.idwr.idaho.gov](http://www.idwr.idaho.gov).

Name of Applicant(s) Conrad Isaak and Adriane Isaak

**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 [www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm](http://www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm).
- ☐ ☒ #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) Conrad Isaak and Adriane IsaakPhone 208-241-0005Mailing address 3202 HEDSTROM LN AMERICAN FALLS, ID 83252

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**.

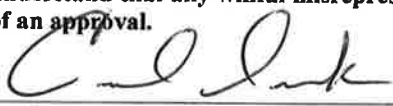
Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Greg SullivanPhone 208-736-8543Mailing address 2016 N Washington St Ste 4 Twin Falls, Idaho 83301Email greg.sullivan@brockwayeng.com

- ☐ 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.

  
Signature of Applicant or Authorized Representative

CONRAD ISAAC  
Print Name and Title if applicable

2/19/21  
Date

Adriane Isaak  
Signature of Applicant or Authorized Representative

Adriane Isaak  
Print Name and Title if applicable

2/19/21  
Date

**A. PURPOSE OF TRANSFER**

- ☒ Change point of diversion  
☐ Change nature of use

☐ Add diversion point(s)  
☐ Change period of use

☒ Change place of use  
☐ Other \_\_\_\_\_
- 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.2**.

This transfer proposes to move 16.6 acres of water right 29-14015 to property owned by the American Falls Cemetery. The 16.6 acres are being purchased from Conrad Isaak by the Power County Board of Commissioners.

This transfer will provide 16.6 acres of irrigation within a current 28.3 acre PPU.

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<br>(cfs/ac-ft) | Nature of Use | Period of Use | Source & Tributary |
|-----------------------------------------------------------------------------|--------------|-----------------------|---------------|---------------|--------------------|
| All or Part<br><input type="checkbox"/> <input checked="" type="checkbox"/> | 29-14015     | 0.24/58.1             | Irrigation    | 4/01 to 10/31 | Ground Water       |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |
| <input type="checkbox"/> <input type="checkbox"/>                           |              |                       |               | to            |                    |

Total authorized under rights 2.46 cfs and/or 586.4 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.24 cubic feet per second and/or 58.1 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 # |
|-------|-----|---|----|----|-----|-----|-----|--------------|--------------|---------------------|
|       |     |   | SE | NE | 31  | 7S  | 31E | Power County | Ground Water |                     |
|       |     |   |    |    |     |     |     |              |              |                     |
|       |     |   |    |    |     |     |     |              |              |                     |
|       |     |   |    |    |     |     |     |              |              |                     |
|       |     |   |    |    |     |     |     |              |              |                     |

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 |             |
| 07S                              | 31E | 31  |      |    |    | 27 |      |    |    |    |      |    |    |    | 1.3  |    |    |    | 28.3        |
|                                  |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                  |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                  |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                  |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                  |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                  |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                  |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                  |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
|                                  |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    |             |
| Total Acres (for irrigation use) |     |     |      |    |    |    |      |    |    |    |      |    |    |    |      |    |    |    | 28.3*       |

\*16.6 acres will be irrigated within 28.3 acre permissible place of use.

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:  
Existing well, mainlines and delivery system.

- b. Who owns the property at the point(s) of diversion? Idaho Power

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:  
See the attached Agreement

- 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

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:  
The land now covered by 29-14015 will no longer be irrigated.

- 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:

Water rights 29-7906 currently provides 5.4 acres of irrigation within the 28.3 acre PPU. Irrigation water has been rented for irrigation on property.

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

**Yes No**

- |                                     |                                     |                                                                                               |
|-------------------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | undergone a period of five or more consecutive years of non-use,                              |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | currently leased to the Water Supply Bank,                                                    |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | currently used in a mitigation plan limiting the use of water under the right, or             |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

**If yes**, describe:

Lease contract No. 1173 for the years 2020, 2021, 2022 and 2023.

**IDAHO DEPARTMENT OF WATER RESOURCES  
APPLICATION FOR TRANSFER OF WATER RIGHT  
PART 2A**

**Current Water Right No.:** 29-14015

**Current Owner:** ADRIANE ISAAK  
CONRAD ISAAK

**Priority Date:** 2/28/1977

**Origin:** Water Right

**Status:** Active

**Basis:** Decreed

**Source**

GROUND WATER

**Tributary**

**Beneficial Use**

IRRIGATION

**From To**

04/01 to 10/31

**Diversion Rate**

2.46 CFS

**Annual Volume**

586.4 AF

**Total Diversion**

2.46 CFS

586.4 AF

**Location of Point(s) of Diversion**

GROUND WATER

SE1/4NW1/4

Sec. 8, Twp 07S, Rge 32E B.M.

POWER County

**Place of Use**

**IRRIGATION Within POWER County**

|              |       |      |       |              |       |      |       |
|--------------|-------|------|-------|--------------|-------|------|-------|
| T07S R32E S8 | Lot 1 | NWNE | 34.00 | T07S R32E S8 | Lot 2 | SWNE | 34.00 |
| T07S R32E S8 |       | NENW | 15.70 | T07S R32E S8 |       | NWNW | 1.70  |
| T07S R32E S8 |       | SWNW | 40.00 | T07S R32E S8 |       | SENE | 41.00 |
| T07S R32E S8 |       | NESW | 0.50  | T07S R32E S8 |       | NWSW | 0.50  |
| T07S R32E S8 | Lot 3 | NWSE | 0.50  |              |       |      |       |

Total Acres: 167.9

**Conditions of Approval:**

1. 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.

Decreed Date: 3/22/2004



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

- 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 rights(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:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

Transfer contains \_\_\_\_\_ pages and \_\_\_\_\_ attachments.

Received by \_\_\_\_\_ Date \_\_\_\_\_ Preliminary check by \_\_\_\_\_ Date \_\_\_\_\_

Fee paid \$500.00 (<sup>\$-100</sup>check) Date 3/1/21 Received by CAH Receipt # E046678

Add'l fee paid \_\_\_\_\_ Date \_\_\_\_\_ Received by \_\_\_\_\_ Receipt # \_\_\_\_\_

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



0 250 500 Feet

**POWER COUNTY BOARD OF COMMISSIONERS**  
**FALLS VIEW CEMETERY**

BROCKWAY ENGINEERING, PLLC.  
GWS - Date: 1/7/2021

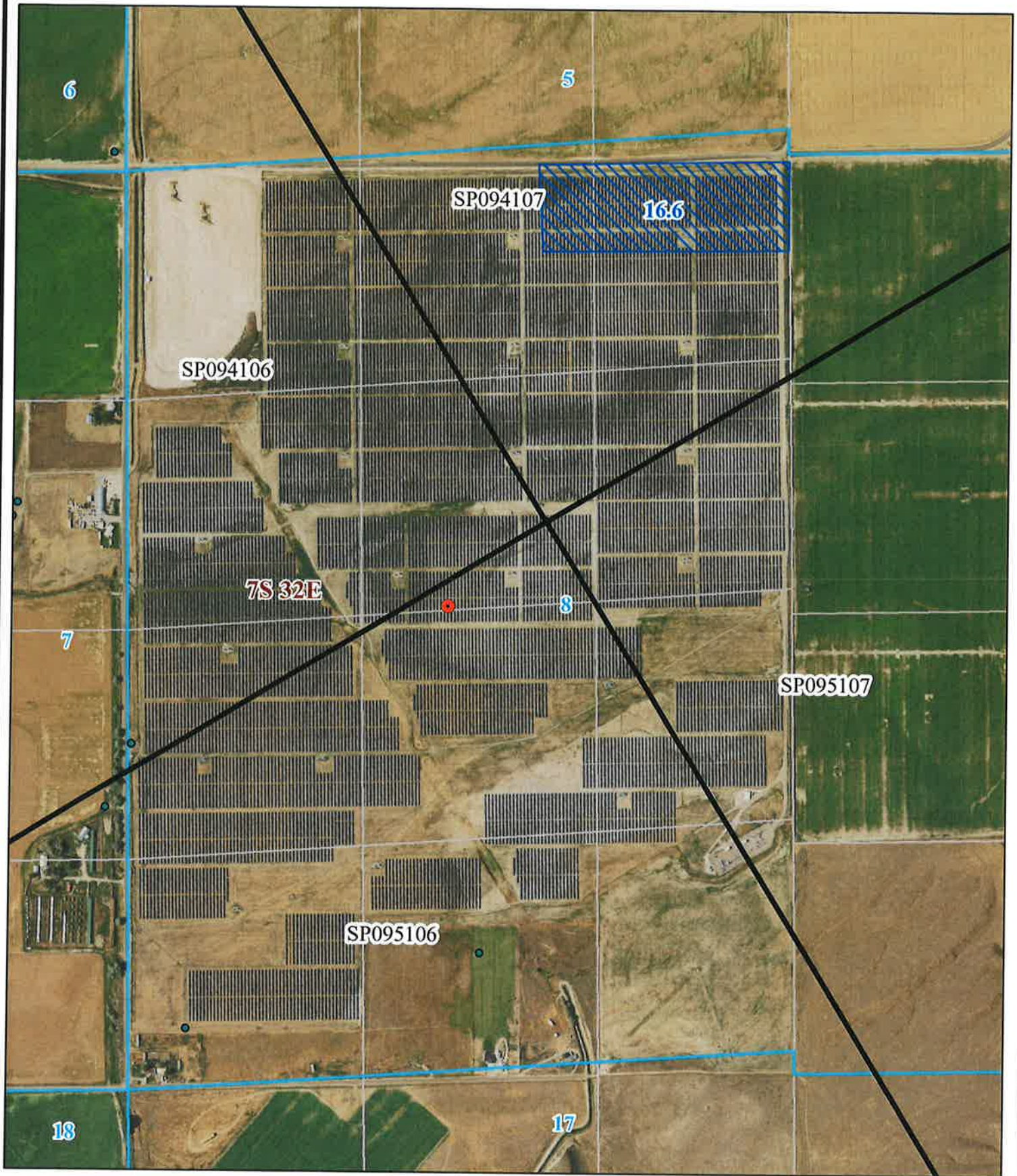
2021 TRANSFER  
2019 NAIP AERIAL

**Legend**

-  POD
-  PPU
-  29-14015\_Transfer\_TO
-  modelgrid\_trimmed

N

84797



**POWER COUNTY BOARD OF COMMISSIONERS**  
**FALLS VIEW CEMETERY**

2021 TRANSFER  
2019 NAIP AERIAL

0 500 1,000 Feet

BROCKWAY ENGINEERING, PLLC.  
GWS - Date: 1/7/2021

- Legend
- POD
  - WaterRightPointOfDiverion
  - 29-14015 Transfer From
  - modelgrid\_trimmed



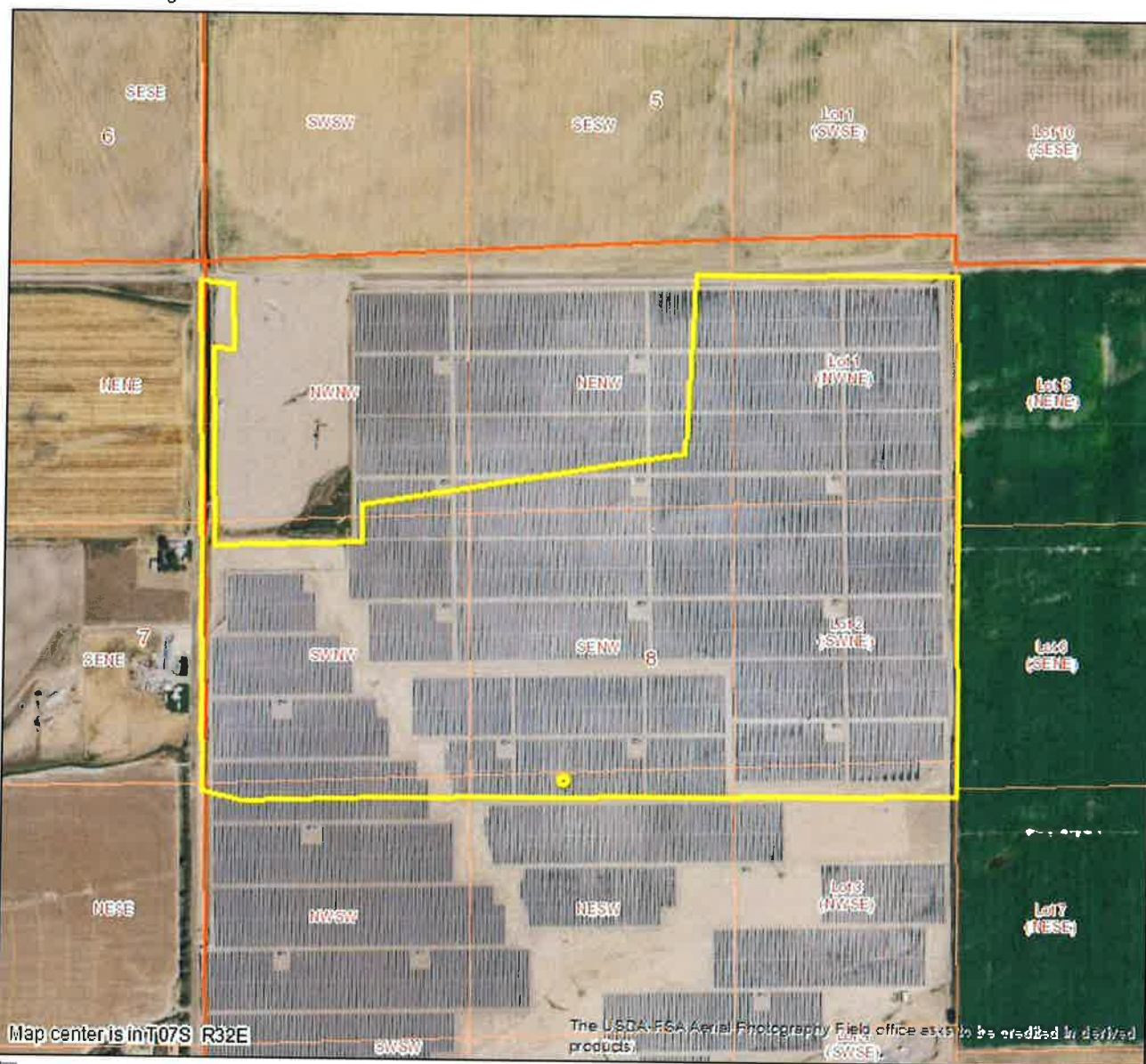
84797

State of Idaho  
Department of Water Resources**Water Right**

29-14015

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 1/7/2021

**Legend**

- Point of Diversion
- Place of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters



Mitigation Analysis Period

Trimester 1 2 Trimester Annual

## Total Reach Depletion Impacts

|       |     |     |      |       |     |     |     |     |     |     |     |
|-------|-----|-----|------|-------|-----|-----|-----|-----|-----|-----|-----|
| AF/T: | 0.0 | 0.0 | -0.1 | -0.19 | 0.7 | 0.1 | 0.1 | 0.0 | 0.0 | 0.0 | 0.0 |
|-------|-----|-----|------|-------|-----|-----|-----|-----|-----|-----|-----|

### One-Way Analysis of Independent Transfers

Transfer 1 : 16.6 Acre Transfer

100.0% Pre-SS 66.4 AFA 16.6 Acres  
100.0% Post-SS 66.4 AFA 16.6 Acres

| WR No.                                                          | Div. Rate (CFS) | Con. Vol. (AFA) | No. of Irr. Acres | Priority Date | POD Location | Dedicated Vol. AFA/ AFT | Model Node |
|-----------------------------------------------------------------|-----------------|-----------------|-------------------|---------------|--------------|-------------------------|------------|
| Transfer 1: Proposed Steady State Impacts following Transfer    |                 |                 |                   |               |              |                         |            |
| Transfer: Worst Case Transient State Impacts following Transfer |                 |                 |                   |               |              |                         |            |

#### Impact by Reach (AF/Trimester)

| Ashton to Rexburg | Heise to Shelley | Shelley to Nr Bickft | Nr Bickft To Neeley | Neeley to Minidoka | Dev. Wbt. To Buhl | Buhl to 1000 Spr | 1000 Spr | 1000 Spr to Malad | Malad | Malad to Bancroft |
|-------------------|------------------|----------------------|---------------------|--------------------|-------------------|------------------|----------|-------------------|-------|-------------------|
| 0.33              | 0.99             | 3.03                 | 10.02               | 0.25               | 0.57              | 0.64             | 0.29     | 0.18              | 0.17  | 0.01              |
| 0.30              | 0.91             | 2.76                 | 9.54                | 0.92               | 0.62              | 0.71             | 0.31     | 0.20              | 0.18  | 0.01              |
| 0.33              | 0.99             | 3.03                 | 10.02               | 0.25               | 0.57              | 0.64             | 0.29     | 0.18              | 0.17  | 0.01              |
| 0.31              | 0.96             | 2.90                 | 9.83                | 0.92               | 0.62              | 0.71             | 0.31     | 0.20              | 0.18  | 0.01              |

|                          |                                          |       |       |       |       |        |      |      |      |      |      |
|--------------------------|------------------------------------------|-------|-------|-------|-------|--------|------|------|------|------|------|
| Steady State Analysis    | Mitigation Check 1 - >10% of Historical: | -8%   | -9%   | -9%   | -9%   | 271.3% | 9.7% | 9.5% | 9.5% | 9%   | 9%   |
|                          | Mitigation Check 2: > 2 AF/T:            | 0.0   | -0.1  | -0.3  | -0.5  | 0.88   | 0.05 | 0.06 | 0.03 | 0.02 | 0.0  |
|                          | Mitigation Check 3 - >10% of Total:      | 1.8%  | 5.5%  | 16.8% | 57.9% | 5.6%   | 3.8% | 4.3% | 1.9% | 1.2% | 0.1% |
|                          | Mitigation Required?:                    | NO    | NO    | NO    | NO    | NO     | NO   | NO   | NO   | NO   | NO   |
| Transient State Analysis | Mitigation Vol. Req'd (ac-ft):           | -0.03 | -0.09 | -0.26 | -0.49 | 0.88   | 0.05 | 0.06 | 0.03 | 0.02 | 0.00 |
|                          | Mitigation Check 1 - >10% of Historical: | -5.4% | -2.9% | -4.3% | -1.9% | 271.3% | 9.7% | 9.5% | 9.5% | 9.5% | 9.5% |
|                          | Mitigation Check 2: > 2 AF/T:            | 0.0   | 0.0   | -0.1  | -0.2  | 0.88   | 0.05 | 0.06 | 0.03 | 0.0  | 0.0  |
|                          | Mitigation Required?:                    | NO    | NO    | NO    | NO    | NO     | NO   | NO   | NO   | NO   | NO   |
|                          | Mitigation Vol. Req'd (ac-ft):           | -0.02 | -0.03 | -0.13 | -0.19 | 0.88   | 0.05 | 0.06 | 0.03 | 0.02 | 0.00 |

Read Me

Transfer 2 :

0.0% Pre-SS 0.0 AFA 0.0 Acres  
0.0% Post-SS 0.0 AFA 0.0 Acres

| WR No.                                                            | Div. Rate (CFS) | Con. Vol. (AFA) | No. of Irr. Acres | Priority Date | POD Location | Dedicated Vol. AFA/ AFT | Model Node |
|-------------------------------------------------------------------|-----------------|-----------------|-------------------|---------------|--------------|-------------------------|------------|
| Transfer: Proposed Steady State Impacts following Transfer        |                 |                 |                   |               |              |                         |            |
| Transfer 1: Worst Case Transient State Impacts following Transfer |                 |                 |                   |               |              |                         |            |

#### Impact by Reach (AF/Trimester)

| Ashton to Rexburg | Heise to Shelley | Shelley to Nr Bickft | Nr Bickft To Neeley | Neeley to Minidoka | Dev. Wbt. To Buhl | Buhl to 1000 Spr | 1000 Spr | 1000 Spr to Malad | Malad | Malad to Bancroft |
|-------------------|------------------|----------------------|---------------------|--------------------|-------------------|------------------|----------|-------------------|-------|-------------------|
| 0.00              | 0.00             | 0.00                 | 0.00                | 0.00               | 0.00              | 0.00             | 0.00     | 0.00              | 0.00  | 0.00              |
| 0.00              | 0.00             | 0.00                 | 0.00                | 0.00               | 0.00              | 0.00             | 0.00     | 0.00              | 0.00  | 0.00              |
| 0.00              | 0.00             | 0.00                 | 0.00                | 0.00               | 0.00              | 0.00             | 0.00     | 0.00              | 0.00  | 0.00              |
| 0.00              | 0.00             | 0.00                 | 0.00                | 0.00               | 0.00              | 0.00             | 0.00     | 0.00              | 0.00  | 0.00              |

|                          |                                          |      |      |      |      |      |      |      |      |      |      |
|--------------------------|------------------------------------------|------|------|------|------|------|------|------|------|------|------|
| Steady State Analysis    | Mitigation Check 1 - >10% of Historical: | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |
|                          | Mitigation Check 2: > 2 AF/T:            | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  | 0.00 | 0.00 | 0.0  | 0.0  | 0.0  |
|                          | Mitigation Check 3 - >10% of Total:      | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |
|                          | Mitigation Required?:                    | NO   | NO   | NO   | NO   | NO   | NO   | NO   | NO   | NO   | NO   |
| Transient State Analysis | Mitigation Vol. Req'd (ac-ft):           | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  | 0.0  |
|                          | Mitigation Check 1 - >10% of Historical: | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |
|                          | Mitigation Check 2: > 2 AF/T:            | 0.0  | 0.0  | 0.0  | 0.00 | 0.00 | 0.00 | 0.00 | 0.0  | 0.0  | 0.0  |
|                          | Mitigation Required?:                    | NO   | NO   | NO   | NO   | NO   | NO   | NO   | NO   | NO   | NO   |
|                          | Mitigation Vol. Req'd (ac-ft):           | 0.0  | 0.0  | 0.0  | 0.00 | 0.00 | 0.00 | 0.00 | 0.0  | 0.0  | 0.0  |

84797

# ENHANCED GROUND-WATER RIGHTS TRANSFER

UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE IDAHO DEPARTMENT OF AGRICULTURE

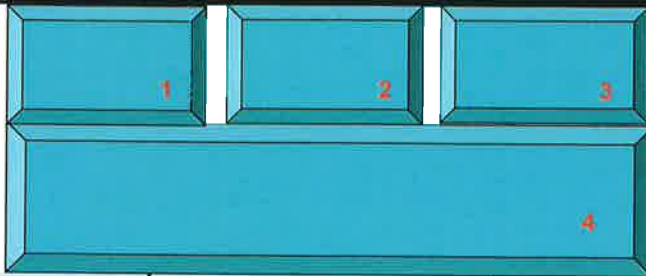
Cells this color are set up for user entries

ENTER STARTING DATE FOR SIMULATION. THEN PUSH "UPDATE DATES" BUTTON

TRANSFER NO:

YEAR:  TRANSFER NAME:

SEASON:



| ENTER CELL LOCATIONS: |  | 'TO' CELL | 'FROM1' CELL | 'FROM2' CELL | 'FROM3' CELL |  |      |
|-----------------------|--|-----------|--------------|--------------|--------------|--|------|
| ROW                   |  | 95        | 95           |              |              |  | 16.6 |
| COLUMN                |  | 99        | 106          |              |              |  | 49.8 |

| TRIMESTER OF ACTIVITY | TO WELL                    | FROM1 WELL                 |                               | FROM2 WELL                 |                               | FROM3 WELL                 |                               |
|-----------------------|----------------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|----------------------------|-------------------------------|
|                       | Projected Use AF/TRIMESTER | With Transfer AF/TRIMESTER | Without Transfer AF/TRIMESTER | With Transfer AF/TRIMESTER | Without Transfer AF/TRIMESTER | With Transfer AF/TRIMESTER | Without Transfer AF/TRIMESTER |
| SPR 1950              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1950              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1950              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1951              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1951              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1951              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1952              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1952              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1952              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1953              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1953              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1953              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1954              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1954              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1954              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1955              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1955              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1955              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1956              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1956              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1956              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1957              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1957              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1957              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1958              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1958              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1958              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1959              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1959              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1959              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1960              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1960              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1960              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1961              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1961              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1961              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1962              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1962              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1962              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SPR 1963              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| SUM 1963              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |
| WIN 1963              | 0.0                        | 0.0                        | 0.0                           | 0.0                        | 0.0                           | 0.0                        | 0.0                           |

|          |     |      |      |     |     |     |     |
|----------|-----|------|------|-----|-----|-----|-----|
| SPR 1964 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1964 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1964 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1965 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1965 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1965 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1966 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1966 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1966 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1967 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1967 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1967 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1968 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1968 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1968 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1969 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1969 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1969 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1970 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1970 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1970 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1971 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1971 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1971 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1972 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1972 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1972 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1973 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1973 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1973 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1974 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1974 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1974 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1975 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1975 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1975 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1976 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1976 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1976 | 0.0 | 0.0  | 0.0  | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1977 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1977 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1977 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1978 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1978 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1978 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1979 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1979 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1979 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1980 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1980 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1980 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1981 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1981 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1981 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1982 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1982 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1982 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1983 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1983 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1983 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1984 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1984 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1984 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1985 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1985 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1985 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1986 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1986 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1986 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1987 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1987 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1987 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1988 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1988 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1988 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |

|          |     |      |      |     |     |     |     |
|----------|-----|------|------|-----|-----|-----|-----|
| SPR 1989 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1989 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1989 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1990 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1990 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1990 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1991 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1991 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1991 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1992 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1992 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1992 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1993 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1993 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1993 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1994 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1994 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1994 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1995 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1995 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1995 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1996 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1996 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1996 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1997 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1997 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1997 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1998 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1998 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1998 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 1999 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 1999 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 1999 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2000 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2000 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2000 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2001 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2001 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2001 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2002 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2002 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2002 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2003 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2003 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2003 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2004 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2004 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2004 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2005 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2005 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2005 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2006 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2006 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2006 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2007 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2007 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2007 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2008 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2008 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2008 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2009 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2009 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2009 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2010 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2010 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2010 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2011 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2011 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2011 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2012 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2012 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2012 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2013 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2013 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2013 | 0.0 | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |

|          |      |      |      |     |     |     |     |
|----------|------|------|------|-----|-----|-----|-----|
| SPR 2014 | 0.0  | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2014 | 0.0  | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2014 | 0.0  | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2015 | 0.0  | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2015 | 0.0  | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2015 | 0.0  | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2016 | 0.0  | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2016 | 0.0  | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2016 | 0.0  | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2017 | 0.0  | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2017 | 0.0  | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2017 | 0.0  | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2018 | 0.0  | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2018 | 0.0  | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2018 | 0.0  | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2019 | 0.0  | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2019 | 0.0  | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2019 | 0.0  | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2020 | 0.0  | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2020 | 0.0  | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2020 | 0.0  | 16.6 | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2021 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2021 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2021 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2022 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2022 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2022 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2023 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2023 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2023 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2024 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2024 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2024 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2025 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2025 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2025 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2026 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2026 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2026 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2027 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2027 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2027 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2028 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2028 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2028 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2029 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2029 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2029 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2030 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2030 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2030 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2031 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2031 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2031 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2032 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2032 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2032 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2033 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2033 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2033 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2034 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2034 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2034 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2035 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2035 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2035 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2036 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2036 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2036 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2037 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2037 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2037 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SPR 2038 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| SUM 2038 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |
| WIN 2038 | 16.6 | 0.0  | 16.6 | 0.0 | 0.0 | 0.0 | 0.0 |

STATE OF IDAHO,  
County of Cassia

ss.

On this 12<sup>th</sup> day of April, in the year 1933, before me, Fred Harting, a Notary Public for said State, personally appeared Ben McWilliams, Edna M. McWilliams (husband and wife), and Robert A. Lounsbury, (a bachelor) known to me (or proved to me on the oath of to be the persons whose names are subscribed to the within instrument, of the corporation that executed) 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.

(Seal)

FRED HARTING, Notary Public in and for the State of Idaho, residing at Albion, Cassia County, therein.

Recorded at the request of Mrs. J. W. Schodde at 9:10 o'clock A.M. this 9th day of December, 1933, in Book 31 of Deeds, at page 436. Fee \$1.20

R. C. ALLEN, Ex-Officio Recorder.

By Hazel Stuart, Deputy

Instrument No. 35540 INDEXED

WARRANTY DEED

COMPARED

THIS INDENTURE, Made this 15th day of December in the year of our Lord One Thousand Nine Hundred and thirty-seven, between First German Baptist Church of American Falls, Idaho, a corporation, of American Falls, County of Power, State of Idaho the party of the first part, and Falls View Cemetery Maintenance District, a corporation, of American Falls County of Power, State of Idaho, the party of the second part:

WITNESSETH; That the said party of the first part, for and in consideration of the sum of One Dollar and other good and valuable consideration lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has and does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said party of the second part, and to its successors and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Power, State of Idaho, bounded and more particularly described as follows, to-wit:

A parcel of land beginning at the point of intersection of the south line of lot Two (2) Section Thirty-one (31) Township Seven (7), South, Range Thirty-one (31) E.S.M., with the east shore of Snake River, 1224 feet west of the southeast corner of Lot Two (2) Section, Township and Range aforesaid, thence running east 514 feet; thence north 329 feet; thence west 480 feet more or less to the intersection of the east bank of the Snake River in said Section, Township and Range aforesaid; Thence in a southwesterly direction along the east bank of the said Snake River 325 feet more or less to the point of beginning, containing 3.74 acres.

Actual consideration less than \$50.00. Hence no revenue stamps required.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said party of the second part, and to its successors and assigns forever. And the said party of the first part, and its successors the said premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns against the said party of the first part, and its successors and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be executed by its duly authorized officers in accordance with a resolution of its board of trustees, and its corporate seal to be attached, the day and year first above written.

A. VOLLMER  
FRED C. MAYER  
LUDWIG RUDE,  
Trustees

(Seal)

First German Baptist Church of American Falls, Idaho, a corporation.

By A. VOLLMER, President

FRED C. MAYER, Secretary.

State of Idaho,  
County of Power.

ss:

Now on this 15th day of December, 1937, before me, W. C. Loofbourrow, the undersigned, a Notary Public in and for said State, personally appeared A. Vollmer and Fred C. Mayer, known to me to be the president and secretary, respectively of the Board of Trustees of the First German Baptist Church of American Falls, Idaho, a corporation, and the same persons whose names are subscribed to the within instrument as such officers of such corporation, and they acknowledged to me that said corporation executed the same.

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

(Seal)  
My commission expires Dec. 3, 1931.

W. B. LECHESTEROW, Notary Public,  
Residing at American Falls, Idaho.

Recorded at the request of Jerry Johnson at 2:05 o'clock P.M. this 26th day of December, 1931, in Book 81 of Deeds, at page 437. Fee \$1.40

H. C. ALLEN, Jr., Co-Ordinate Recorder. By Hazel Stuart, Deputy

Instrument No. 58341 INDEXED

WARRANTY DEED,

COMPARED

THIS INSTRUMENT, made this 26 day of December in the year of our Lord One Thousand Nine Hundred and Thirty-seven, between The American Falls Lodge No. 53, Independent Order of Odd Fellows (sometimes known as American Falls Lodge Number 53, I. O. O. F. of American Falls, Idaho) a corporation, of American Falls, County of Power, State of Idaho, the party of the first part, and Falls View Cemetery Maintenance District, a corporation, of American Falls, County of Power, State of Idaho the party of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Six Hundred and no/100 (\$600.00) DOLLARS, lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged has and does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said party of the second part, and to its successors and assigns forever: All those certain lots, pieces or parcels of land situate, lying and being in the County of Power, State of Idaho, bounded and more particularly described as follows, to-wit:

A strip of land for a public highway, over and across a portion of Lot 2, section 31, township 7 south, range 31, E.S.N., described as follows: Beginning at a point 33 feet east and 560.14 feet north from the south-east corner of said Lot 2; thence west 732 feet; thence north 80 feet; thence east 732 feet; thence south 50 feet to the point of beginning, - And the following described tract, to-wit:

Beginning at the point of intersection of the South line of Lot 2, Section 31, Township 7, South, Range 31, East Boise Meridian with the East shore of Snake River, 1265 feet West of the Southeast corner of Lot 2, Section 31, Township 7, South, Range 31, East Boise Meridian; running thence East 514 feet; thence North 622 feet; thence West 440 feet more or less to intersection of East Bank of the Snake River; thence in a Southwesterly direction along the East bank of said river 605 feet more or less to point of beginning, containing 7.74 acres more or less, - And the following described land, to-wit:

A strip of land connecting the above piece of land with Pine Street described as follows: Beginning at the Northeast corner of the above described piece of land, running thence east 240 feet; thence south 25 feet; thence West 240 feet; thence North 25 feet to place of beginning. All of the above described property in Lot 2 of Section 31, Township 7, South, Range 31, East of Boise Meridian: -

Excepting therefrom the following described land, to-wit:

A parcel of land beginning at the point of intersection of the south line of Lot Two (2) Section thirty-one (31) Township Seven (7) South, Range thirty-one (31) E.S.N., with the east shore of Snake River, 1284 feet West of the south-east corner of Lot Two (2) Section, Township, and Range aforesaid, thence running east 514 feet; thence north 323 feet; thence west 400 feet more or less to the intersection of the east bank of the Snake River in said Section, Township and Range aforesaid; thence in a southwesterly direction along the east bank of said Snake River 325 feet more or less to the point of beginning, containing 3.74 acres.

The actual consideration is less than \$50.00. Hence, no revenue stamps required.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said party of the second part, and to its successors and assigns forever. And the said party of the first part, and its successors the said premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns against the said party of the first part, and its successors and against all and every person or persons whosoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its corporate seal and has caused these presents to be executed by its duly authorized officers in accordance with a resolution of its board of directors.

ATTEST: J. B. JOHNSON,  
Secretary.  
(Corporate Seal)

The American Falls Lodge No. 53, Independent  
Order of Odd Fellows, a corporation,

By A. W. HARRIS, Noble Grand

R. J. HARRIS  
H. E. KENZEL  
A. W. HARRIS, Trustees.

P. C. DEWE, Vice Grand

## LICENSE AGREEMENT

### Brady Substation Lands Falls View Cemetery Irrigation Pump Station

License No. 582

This License Agreement ("License Agreement") is entered into as of this 7<sup>th</sup> day of April, 2017 ("Effective Date"), between Idaho Power Company, an Idaho corporation, its successors and assigns (collectively, "Licensor") and Falls View Cemetery Maintenance District ("Licensee") with respect to the following:

A. Licensor owns that certain property located in Power County, State of Idaho, as described in **Exhibit A** attached hereto and made a part hereof ("Licensor's Property").

B. Licensee owns property adjacent to Licensor's Property, as described in **Exhibit B** attached hereto and made a part hereof ("Licensee's Property").

C. Licensee desires non-exclusive use of that portion of Licensor's Property described and depicted in **Exhibit C** attached hereto and made a part hereof ("License Area") for the limited purposes of installing, operating, maintaining and repairing as necessary, at Licensee's sole cost and expense, an irrigation pump station facility ("Irrigation Pump Station") more particularly described below:

A submersible water pump for irrigation purposes to be installed in Licensor's existing ground water well shaft; an underground water line extending from the irrigation pump to Licensee's Property; an overhead power line, a meter to serve the Irrigation Pump Station; an access road, and other related and necessary structures and improvements (collectively referred to herein as "Licensee's Improvements").

D. Licensor is agreeable to such limited use of the License Area subject to all of the terms and conditions herein.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. Grant of License.

a. Generally. Licensor grants to Licensee a non-exclusive license ("License") for the Term described in Section 3 below to use the License Area for purposes of installing, operating, maintaining and repairing as necessary Licensee's Improvements, to include ingress and egress to Licensee's Improvements as provided in Section 1(c) below, subject to the terms and conditions hereof and for no other purpose whatsoever. This License is personal to Licensee, solely for the benefit of Licensee. This License shall not be deemed to run with the land or in any other way create a perpetual interest in the License Area for the Licensee or Licensee's Agents, defined in Section 9 below, or Licensee's successors or assigns, or any other person or entity.

License Agreement – IPC as Licensor

License Name: Brady Substation Lands – Falls View Cemetery Irrigation Pump Station

License No : 582

b. **Licensor's Reserved Rights.** Licensor shall at all times have the full use of the License Area for any purpose it desires, said rights being paramount to any rights or privileges of Licensee hereunder. Licensee's use of the License Area is subordinate to Licensor's use of the License Area and shall not at any time conflict with or impair Licensor's use of the same or Licensor's operations on the Licensor's Property or License Area. Licensee also acknowledges and agrees that there may be other users of the License Area besides Licensor and Licensee, and Licensee's use of the License Area is non-exclusive with such other users.

c. **Access to the License Area.** To access the License Area, Licensee shall be authorized to use the twenty-foot (20') wide access route located upon that portion of Licensor's Property as depicted on Exhibit C ("**Access Road**"), said use being subject to all of the terms and conditions of this License. In exercising its right of access to the License Area over the Access Road, Licensee shall comply with any reasonable security procedures utilized by Licensor, and other conditions reasonably imposed by Licensor or of other Licensees or occupants of Licensor's Property. If Licensee causes any damage to Licensor's Property, Licensee shall promptly repair the same to Licensor's satisfaction at Licensee's sole expense.

d. **License Fee.** Licensor acknowledges the mutually beneficial relationship between Licensor and the City of American Falls and Falls View Cemetery as consideration for this License and hereby waives any license fee ("**License Fee**") requirement for this license. Licensor, at Licensor's sole discretion reserves the right to require Licensee to pay an annual License Fee in an amount determined by Licensor should future circumstances, in Licensor's opinion, warrant a License Fee payment.

e. **Fence Relocation Fee.** Upon the Effective Date, Licensee shall pay to Licensor a one-time fence relocation fee ("**Fence Relocation Fee**") of Five Thousand Three Hundred and No/100 Dollars (\$5,300) for the relocation of the Brady Substation perimeter fence ("**Perimeter Fence**") around the Premises. The Fence Relocation Fee will reimburse Licensor for the cost of relocating the "**Perimeter Fence**" on Licensor's Property to make room for Licensee's Improvements under this License Agreement.

At Licensor's discretion, upon the end of Term of this License, Licensee shall, at Licensee's sole expense, pay to Licensor all costs required to relocate the Perimeter Fence to its original location as existed prior to creation of the Premises under this License.

2. **Revocable.** This License may be revoked by Licensor and thereby terminated at any time and for any reason whatsoever in Licensor's sole and absolute discretion upon delivery of written notice to Licensee at the address provided in Section 13, below. This License shall be deemed revoked and terminated immediately upon delivery of such notice. Upon revocation, Licensee and Licensee's Agents shall immediately cease and desist all use of the License Area and Access Road as provided in Section 3 below. Any continued use of the License Area after revocation shall be considered a trespass over Licensor's private property.

3. **Term.** The term of this License ("**Term**") shall commence on the Effective Date and shall continue in full force and effect until (i) the parties mutually agree to terminate this License, (ii) Licensee in its sole discretion terminates this License, (iii) Licensor terminates this

License upon Licensee's default as provided in Section 15, below, or (iv) Licensor revokes this License pursuant to Section 2, above.

Upon cancellation or termination of this License, Licensee shall, within ninety (90) days, remove at Licensee's expense all of Licensee's Improvements from the License Area, unless otherwise agreed upon by Licensee and Licensor in writing, and Licensee shall advise Licensee's Agents to immediately cease and desist in all use of the License Area and Access Road. Any continued use of the License Area or Property after the termination of this License (other than for the removal of Licensee's Improvements) shall be considered trespass over the Property. Licensee shall leave the License Area in a condition at least as good as its condition prior to the execution of this License, ordinary wear and tear excepted. The terms and conditions of this License shall continue to apply to Licensee during Licensee's removal of Licensee's Improvements under this Section 3. If Licensee fails to remove all of Licensee's Improvements within ninety (90) days, Licensor shall have the option at its sole discretion to take ownership of the improvements in place or to remove the improvements at the sole cost and expense of Licensee.

4. **Water Use Fee.** During the Term of this License, Licensee shall pay an annual water use fee ("**Water Use Fee**") for use of 0.5 cfs of Licensor's ground water shares appurtenant to Licensor's Property and maintained in the Idaho Water Resource Board Water Bank ("**Licensor's Water Bank Shares**"), as follows:

a. **To Licensor:** Licensee shall pay to Licensor a Water Use Fee ("**Licensor's Water Use Fee**") equivalent to ninety percent (90%) of the total annual cost for use of Licensor's Water Bank Shares, due on November 30<sup>th</sup> of each year during the Term of this License.

Licensor's Water Use Fee payments shall be paid to Licensor at the following address:

Idaho Power Company  
Attention: Corporate Cashier  
Re: License No.: 582  
P.O. Box 447  
Salt Lake City, UT 84110-0447

If Licensor's Water Use Fee is not paid within ten (10) days after the due date, Licensee agrees to pay a late charge equal to ten percent (10%) of Licensor's Water Use Fee. Acceptance of such late charge by Licensor shall not constitute a waiver of Licensee's default nor prevent Licensor from exercising any of the other rights and remedies hereunder.

b. **To the Idaho Water Resource Board Water Bank ("Water Bank"):** Upon Licensee's receipt of the Water Bank's annual invoice for use of Licensor's Water Bank Shares, Licensee shall pay to the Water Bank a Water Use Fee ("**Water Bank Water Use Fee**") equivalent to ten percent (10%) of the total annual cost for Licensee's use of Licensor's Water Bank Shares, per the terms of the Water Bank invoice.

5. **AS IS/Assumption of Risk.** Licensee accepts the License Area, Licensor's Property, and Surrounding Areas (as defined in Section 9 below) in their "**AS IS**" condition

License Agreement - IPC as Licensor

License Name: Brady Substation Lands - Falls View Cemetery Irrigation Pump Station

License No : 582

together with all latent and patent defects and shall use the License Area completely at its own risk. Licenser makes no representation as to the condition or the safety of Licenser's Property. Licensee and Licensee's Agents fully release and hold harmless Licenser and Licenser's Agents (as defined in Section 9 below) from and against any and all Claims (defined in Section 9 below) relating to Licensee's use of the License Area or exercise of Licensee's rights under this License or the use of the License Area by any other parties. Licenser shall not be liable for any Claims relating to the use of the License Area by other parties as contemplated in Section 1 above and Licensee shall use the License Area non-exclusively along with other parties at its own risk. Furthermore, Licensee shall advise all of Licensee's Agents in writing that their use of the License Area is subject to all of the provisions of this License Agreement, including, without limitation, the provisions of this Section 5, and their use of the License Area shall constitute their absolute acceptance of all risks associated therewith and their agreement to all provisions hereof. The provisions of this Section 5 shall survive the expiration or termination of this License.

6. **No Duty of Licenser to Repair and/or Maintain.** Licenser shall have no duty to repair, maintain, or improve the License Area or keep it in any sort of condition or repair. If, however, Licenser does undertake to repair, maintain, or improve the License Area, Licenser shall have the right to require reasonable financial contributions from Licensee.

7. **Covenants, Conditions, and Restrictions.** Licensee's use of the License Area is subject to all of the following covenants, conditions, and restrictions (in addition to all others set forth in this License Agreement):

a. **No Improvements.** No facilities, improvements, personal property, fixtures, buildings, structures, or any similar classification of property (collectively, "Improvements") may be placed on or around the License Area by Licensee without Licenser's prior written consent which may be withheld in Licenser's sole and absolute discretion.

b. **Licensee's Obligations to Keep License Area in Good Condition and Repair.** Licensee shall, at all times during the Term and at its expense, keep and maintain the License Area in a good and safe condition and shall ensure that the License Area does not have any unsafe conditions or hazards.

c. **Compliance with Rules and Laws.** Licensee shall promptly and at its sole expense comply with any requirements, rules, and regulations imposed by Licenser in connection with the use of the License Area. Licensee, shall, at Licensee's sole expense, at all times comply with all laws, rules, and regulations in connection with its use of the License Area.

d. **Conditions of Use.** Licensee shall comply with and satisfy such additional conditions for use and development, installation, and operation of Licensee's Improvements, and continued use of the License Area, as set forth in **Exhibit D** attached hereto and made a part hereof ("Conditions of Use").

8. **Hazardous Materials.** Without limiting the generality of any provisions of this License, Licensee shall not handle, use, accumulate, generate, dispose of, permit the presence, release or spill of, deposit, store, produce, transport or otherwise handle (said terms collectively being defined herein as "Use") any Hazardous Materials on the License Area. Licensee shall not violate any Legal Requirement or applicable Environmental Laws (as hereinafter defined)

License Agreement – IPC as Licenser

License Name: Brady Substation Lands – Falls View Cemetery Irrigation Pump Station

License No.: 582

applicable to the Licensor's Property or Licensee's use and occupancy of the License Area, and Licensee shall fully comply with all such Legal Requirements and Environmental Laws during the entire term of the License. Licensee expressly assumes all liability for any violation of the provisions of this Section 8 and of any Legal Requirements or Environmental Laws.

Without limiting the generality of other provisions of this License, Licensee shall indemnify, defend, and hold harmless Licensor and Licensor's officers, directors, employees, contractors, and agents (collectively, "**Licensor's Agents**") from and against all actual and potential Claims, costs, damages, penalties, expenses, injunctive relief, or causes of action, and any diminution in value in the License Area arising from Licensee's or Licensee's Agents' actions related to the following: (a) the release, discharge, spilling, leaking, or emitting of any Hazardous Material or Hazardous Substance from or onto the License Area; (b) any handling, accumulation, use, generation, presence of, deposit, storage, production, or transportation or any other Use of any Hazardous Materials on the License Area; and (c) any other violation of the provisions of this Section 8. The foregoing indemnification obligation applies also to all foreseeable and unforeseeable Claims and costs, any residual contamination affecting any natural resource or the environment, and the costs of any required or necessary investigation, assessment, testing, remediation, repair, cleanup, or detoxification of the License Area.

**"Hazardous Material" or "Hazardous Substance"** means and includes any and/or all of the following: (a) any of the substances, materials, elements, or compounds that are contained in the list of hazardous substances or materials or related lists or classifications adopted by the United States Environmental Protection Agency ("**EPA**") from time to time and/or the list of toxic pollutants or related lists or classifications designated by the United States Congress or the EPA from time to time; (b) any substances, materials, elements, or compounds affected by or regulated by any Environmental Laws as defined below; (c) any substances, materials, elements, or compounds that pose a risk to human or species health or the environment; (d) petroleum and/or its derivatives and products, asbestos and/or polychlorinated biphenyls (PCBs); and (e) any flammable or other explosives, radioactive materials, corrosive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, infectious materials or any other related substances, materials, elements or compounds as defined in (or affected or regulated by) any of the following (all of the following collectively being referred to as "**Environmental Laws**"): the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6901 et. Seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1321, et. Seq.), the Federal Clean Air Act, as amended (42 U.S.C. § 7401, et. Seq.), the Toxic Substance Control Act, as amended (15 U.S.C. § 2601, et. Seq.), the Solid Waste Disposal Act, as amended (42 U.S.C. § 6991, et. Seq.), the Federal Insecticide, Fungicide and Rodenticide Act, as amended (7 U.S.C. § 136, et seq.) and/or in the regulations adopted and publications promulgated pursuant to any of the foregoing, and/or any other federal, state, or local environmental law, statute, ordinance, code, rule, regulation, judgment, or decree now enacted or enacted after this date relating to pollution, toxins, hazardous materials, hazardous substances, protection of human and species health, and/or the environment, as any of the same may now or in the future be amended, supplemented, or modified.

**"Legal Requirements"** shall collectively refer to all laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, or licenses which now or at

License Agreement – IPC as Licensor

License Name: Brady Substation Lands – Falls View Cemetery Irrigation Pump Station

License No : 582

b. Licensee shall cause each of its agents, independent contractors and subcontractors entering on the Licensors Property to maintain, at all times during the term of this License, at least the following insurance:

(i) Commercial General Liability Insurance, including (a) bodily injury, (b) property damage, (c) contractual liability coverage covering its obligations of indemnity and defense, and (d) personal and advertising injury with a combined single limit of not less than Two Million Dollars (\$2,000,000) each occurrence and in the aggregate. Such insurance shall provide for occurrence-based coverage and shall have such other terms, conditions, and endorsements of coverage as are deemed prudent by Licensor from time to time.

(ii) Workers' Compensation Insurance and Employer's Liability Insurance of not less than One Million Dollars (\$1,000,000). When permitted by law, the insurance policies required under this Section 10 shall contain waivers of the insurer's subrogation rights against Licensor. Licensee shall reimburse Licensor for any costs (including tax audit assessments) incurred as a result of utilizing Licensee's agents, independent contractors, and/or subcontractors who are not recognized as insured by the state of Idaho.

(iii) Automobile Liability Insurance with a combined single limit of at least Two Million Dollars (\$2,000,000).

Insurance required under this Section 10 shall: (1) be issued on a U.S. policy by one (1) or more carriers acceptable to Licensor and licensed to do business in the state where services are rendered; (2) name Licensor as an additional insured or loss-payee, as its interests may appear; (3) not be able to be canceled or materially changed unless Licensor is given written notice of such cancellation or change at least thirty (30) days in advance; (4) provide for severability of interests; and (5) provide primary coverage. Prior to Licensee's use or occupation of the License Area, Licensee shall provide Licensor with a Certificate of Insurance evidencing the coverage required hereunder, mailed in accordance with Section 13 below.

11. **Licensee's Agents.** All of Licensee's Agents shall use the License Area only in strict accordance with all of the terms and conditions of this License and Licensee shall be liable for any failure of Licensee's Agents to abide by the same and such failure shall constitute a breach of this License Agreement by Licensee.

12. **No Agency or Partnership.** This License Agreement shall not be construed or deemed to create or give rise to any partnership, joint venture, agency, or employer-employee relationship between the parties hereto.

13. **Notices and Delivery.** Any notice, demand, request, consent or approval given under this License Agreement shall be in writing and shall be deemed given and delivered on the date when personally delivered or, if mailed, four (4) days after deposit in the United States mail, in a sealed envelope, by registered or certified mail, return receipt requested, with postage prepaid, addressed to the appropriate party at the address set forth below:

**LICENSOR:**

**Idaho Power Company**  
Corporate Real Estate – Plaza 2  
P.O. Box 70 (83707)  
1221 W. Idaho St  
Boise, ID 83702  
Phone: (208) 388-2200

**LICENSEE:**

**Falls View Cemetery Maintenance District**  
P.O. Box 778  
American Falls, ID 83211  
Phone: (208) 226-5417

The above addresses for Licensor and Licensee shall be effective unless and until changed by written notice given to the other party. The parties acknowledge and agree that the phone numbers and email addresses provided above are for convenience purposes only but that notices hereunder must be personally delivered or mailed as provided above.

**14. Assignment or Transfers.** This License shall not be assigned or transferred, nor shall any portion of said License Area be sublet, by Licensee without Licensor's prior written consent which consent shall not be unreasonably withheld.

**15. Default.** Licensee shall be deemed in default under this License if any of the following shall occur:

a. Licensee fails to comply with any of the covenants, terms, or conditions of this License, and such failure continues for twenty (20) days after Licensee's receipt of written notice thereof from Licensor, provided however that if the nature of the default is such that the same cannot reasonably be cured within said twenty (20) day period, Licensee shall not be deemed to be in default if Licensee, within such 20-day period, commences cure of such default and thereafter diligently prosecutes the same to completion;

b. Licensee assigns this License or any interest herein or sublets all or any part of the License Area without Licensor's prior written consent; or

c. Licensee abandons the License Area.

**16. Remedies.** In the event of any default by Licensee, Licensor shall have the right to terminate this License, in which case the provisions of Section 3 (Term) above will apply.

**17. Relocation.** If Licensor, in its sole and absolute discretion, wishes to develop the License Area or Licensor's Property or change the operation or use of the same or relocate any facilities currently existing on Licensor's Property and such development or change or relocation necessitates, in Licensor's reasonable opinion, the relocation of Licensee's Improvements, then Licensor shall give Licensee ninety (90) days prior written notice of the need for such relocation ("**Relocation Notice**"). Licensee shall, at Licensee's sole expense, relocate Licensee's Improvements (and fully restore the License Area to the condition that existed prior to the commencement of this License, reasonable wear and tear excepted) within such 90 day period to an alternate location on Licensor's Property acceptable to Licensor. Upon such relocation, the parties shall amend this License to change the definition of the License Area to the relocated site. Licensee's obligations, to include any license fees, shall not

be suspended or abated in the event of any relocation of Licensee's Facilities, nor shall Licensor be liable for any interference with Licensee's operations as a result of relocation.

**18. Miscellaneous.**

a. **Severability.** If any provision of the License Agreement is held to be invalid or unenforceable by a court of competent jurisdiction with respect to any party, the remainder of this License Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable shall not be affected, each provision of this License Agreement shall be valid and enforceable to the fullest extent permitted by law.

b. **Binding Effect.** Each party represents and warrants that said party has full power and authority, and the person(s) executing this License Agreement have full power and authority, to execute and deliver this License Agreement, and that this License Agreement constitutes a valid and binding obligation of each party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other laws affecting the enforcement of creditor's rights generally and by general equitable principles (whether enforcement is sought in proceedings in equity or at law). This License Agreement shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

c. **Waivers.** No provision of this License Agreement shall be deemed to have been waived by a party unless the waiver is in writing and signed by the party against whom enforcement of the waiver is attempted. No custom or practice which may develop between the parties in the implementation or administration of the terms of this License Agreement shall be construed to waive or lessen any right to insist upon strict performance of the terms of this License Agreement.

d. **Governing Law.** This License Agreement shall be governed by and construed in accordance with the laws of the State in which the License Area is located.

e. **Attorneys' Fees and Costs.** In the event of any litigation between the parties to this Agreement in connection with the interpretation or enforcement of this Agreement, the prevailing party in such litigation shall be entitled to reasonable attorneys' fees, and all other litigation related expenses, including, without limitation, court costs, expert fees, investigation, discovery, and travel fees (whether incurred at the trial, appellate or administrative level). All such fees shall be deemed to have accrued as of the commencement of such action and shall be in such amounts as the court or administrative body may judge reasonable, all of which may be incorporated into and be a part of any judgment or decision rendered in such litigation.

f. **Survival.** Terms and conditions of this License Agreement, which by their sense and context survive the termination, cancellation, or expiration of this License Agreement will so survive.

g. **Entire Agreement; Amendments.** This License Agreement constitutes the entire agreement and understanding between the parties regarding Licensee's use of the License Area and supersedes all prior and contemporaneous offers, negotiations, and other agreements concerning the subject matter contained herein. There are no representations or

**EXHIBIT A**  
**Licensors's Property**

Licensors's real property located in Section 31, Township 7 South, Range 31 East, Boise Meridian, Power County, Idaho, being more particularly described below:

A part of Lot 2 of Section 31, Township 7 South, Range 31 East, Boise Meridian, described by metes and bounds as follows:

Beginning at the Northeast corner of said Lot 2 which is the true point of beginning;

Thence North  $89^{\circ} 54'$  West a distance of 1382.7 feet;

Thence South  $6^{\circ} 01'$  East a distance of 413 feet;

Thence North  $88^{\circ} 16'$  East a distance of 1339.1 feet to the East boundary of said Lot 2;

Thence North along the East boundary of said Lot 2 a distance of 371.4 feet to the place of beginning.

**End of description.**

## EXHIBIT B

Page 1 of 2

### Licensee's Property

All those certain lots, pieces or parcels of land situate, lying and being in the County of Power, State of Idaho, bounded and more particularly described as follows, to wit:

A strip of land for a public highway, over and across a portion of Lot 2, section 31, township 7 south, range 31, E.S.M., described as follows: Beginning at a point 35 feet west and 569.14 feet north from the south-east corner of said Lot 2; thence west 738 feet; thence north 50 feet; thence east 738 feet; thence south 50 feet to the point of beginning, - And the following described tract, to-wit:

Beginning at the point of intersection of the South line of Lot 2, Section 31, Township 7, South, Range 31, East Boise Meridian with the East shore of Snake River, 1205 feet West of the Southeast corner of Lot 2, Section 31, Township 7, South, Range 31, East Boise Meridian; running thence East 514 feet; thence North 622 feet; thence West 440 feet more or less to intersection of East Bank of the Snake River; thence in a Southwesterly direction along the East bank of said river 665 feet more or less to point of beginning, containing 7.74 acres more or less, - And the following described land, to-wit:

A strip of land connecting the above piece of land with Pine Street described as follows: Beginning at the Northeast corner of the above described piece of land, running thence east 240 feet; thence south 25 feet; thence West 240 feet; thence North 25 feet to place of beginning. All of the above described property in Lot 2 of Section 31, Township 7, South, Range 31, East of Boise Meridian: -

Excepting therefrom the following described land, to-wit:

A parcel of land beginning at the point of intersection of the south line of Lot Two (2) Section thirty-one (31) Township Seven (7) South, Range thirty-one (31) E.S.M., with the east shore of Snake River, 1284 feet west of the southeast corner of Lot Two (2) Section, Township, and Range aforesaid, thence running east 514 feet; thence north 329 feet; thence west 480 feet more or less to the intersection of the east bank of the Snake River in said Section, Township and Range aforesaid; Thence in a southwesterly direction along the east bank of said Snake River 325 feet more or less to the point of beginning, containing 3.74 acres.

A parcel of land beginning at the point of intersection of the south line of lot Two (2) Section Thirty-one (31) Township Seven (7), South, Range Thirty-one (31) E.S.M., with the east shore of Snake River, 1284 feet west of the southeast corner of Lot Two (2) Section, Township and Range aforesaid, thence running east 514 feet; thence north 329 feet; thence west 480 feet more or less to the intersection of the east bank of the Snake River in said Section, Township and Range aforesaid; Thence in a southwesterly direction along the east bank of the said Snake River 325 feet more or less to the point of beginning, containing 3.74 acres.

Actual consideration less than \$50.00. Hence no revenue stamps required.

## EXHIBIT B

Page 2 of 2

### Licensee's Property

And as defined as the territory of the Falls View Cemetery Maintenance District, described as follows:

"Beginning at northwest corner of northwest quarter of Section 33, Twp. 6, So., R. 30, E.B.M.; Thence south one mile to southwest corner of southwest quarter of Section 33, Twp. 6, So., R. 30, E.B.M.; thence east one-fourth mile to northeast corner of northeast quarter of Section 5, Twp. 7, So., R. 30 E.B.M.; Thence south 10 and 1/8 miles to intersection of the north bank of the Snake River; Thence in a southwesterly direction along the said north bank of the Snake River to intersection with the east line of section 1, Twp. 9, So., R. 29, E.B.M.; Thence south one mile to southwest corner of northwest quarter of Section 7, Twp. 9, So., R. 30 E.B.M.; Thence east six miles to southeast corner of northeast quarter of section 12, Twp. 9, So., R. 30 E.B.M.; Thence south two miles to southwest corner of the northwest quarter of Section 19, Twp. 9, So., R. 31 E.B.M.; Thence east two and one-half miles to southeast corner of the northwest quarter of Section 21, Twp. 9, So., R. 31 E.B.M.; Thence north one-half mile to northwest corner of northeast quarter of section 21, Twp. 9, So., R. 31, E.B.M.; thence east five and one-fourth miles to intersection with west line of Fort Hall Indian Reservation; Thence north along said west line of Reservation approximately 16 miles to intersection with South line of Section 29, Twp. 6, So., R. 32, E.B.M., Thence west twelve miles to place of beginning.

**EXHIBIT C**

Page 1 of 2

**License Area**

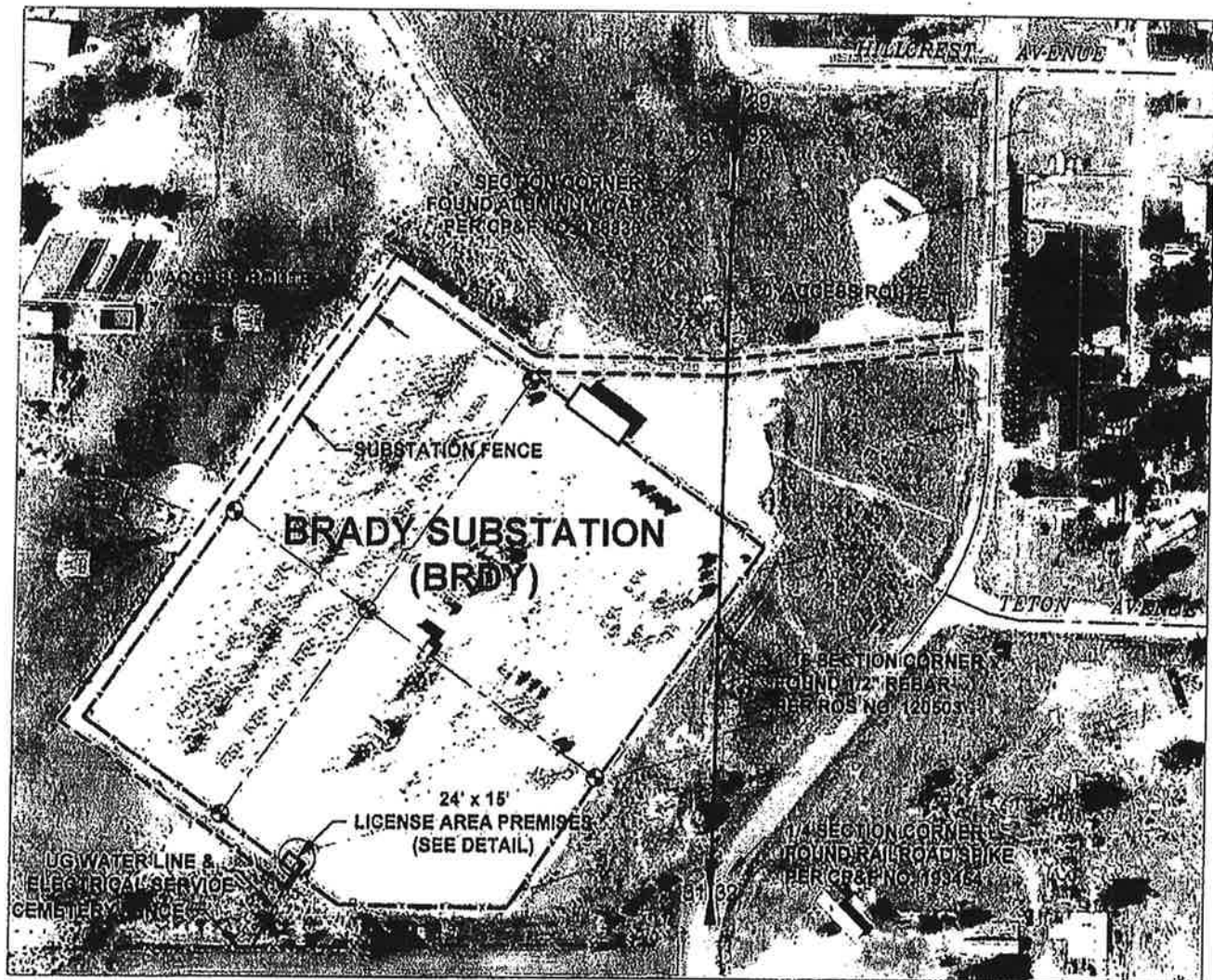
**[Refer to attached drawing.]**

License Agreement – IPC as Licensor  
License Name: Brady Substation Lands – Falls View Cemetery Irrigation Pump Station  
License No.: 582

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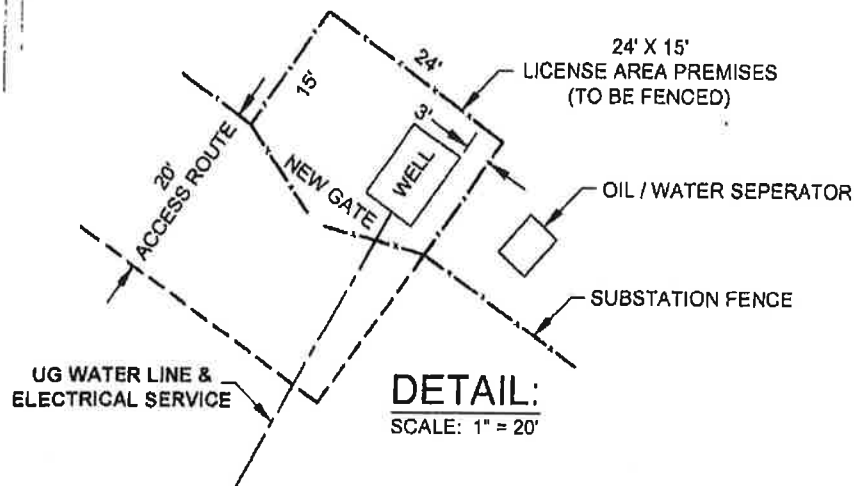
**84797**

# EXHIBIT C



## LEGEND:

- FOUND 1/2" REBAR
- ⊙ FOUND IPCO MONUMENT



NOTE: THIS DRAWING IS A VISUAL REFERENCE ONLY.

|        |                |  |                 |  |                                                                                                                                                                   |                                                                                                                            |
|--------|----------------|--|-----------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| DS.XXX | SCALE: 1"=200' |  | DATE: 01APR2017 |  | <b>BRADY SUBSTATION LANDS</b><br><b>FALLS VIEW CEMETERY IRRIGATION PUMP STATION</b><br><b>POWER COUNTY, IDAHO</b><br><b>SEC.31 &amp; 32, T.07S., R.31E., B.M.</b> | <br><small>AN IDACORP COMPANY</small> |
| DR.TRH | SHT. 4/4       |  | WO No. 27477345 |  |                                                                                                                                                                   |                                                                                                                            |
| SV.TRH |                |  |                 |  |                                                                                                                                                                   |                                                                                                                            |

## EXHIBIT D

Page 1 of 2

### Conditions of Use

1. **Soil Disturbance/Revegetation.** During the Term of this License, if Licensee's activity on the Property or the License Area results in disturbed soils and/or plant damage, Licensee shall, at Licensee's sole cost and expense, reseed any disturbed areas using a planting/seed mix approved by Licensor and in a manner approved by Licensor. Licensor, at Licensor's sole discretion, may require Licensee to develop and implement a revegetation plan that is acceptable to Licensor. To facilitate revegetation, Licensee shall stockpile material excavated during maintenance activities and shall use said material as backfill for the excavated area. Excess material that is not used as fill shall be recontoured and revegetated to Licensor's specifications or removed from Licensor's Property to an approved dumping location. Should Licensee's revegetation efforts for any disturbed area fail, Licensee, upon receipt of an invoice from Licensor, agrees to reimburse Licensor for Licensor's time and materials used for revegetation.
2. **Storage on License Area.** Licensee shall not store building, construction and/or pumping materials or machinery on the License Area. Licensee shall dispose of all materials or other spoils associated with Licensee's construction, operation, maintenance or repair of the License Area and Licensee's Improvements, outside the License Area and Licensor's Property.
3. **Weed and Noxious Weed Control.** Licensee, at its sole cost and expense, shall be responsible for maintenance and upkeep of the License Area, to include the control of weeds and noxious weeds in accordance with local, state and federal laws and regulations. Licensor is available to assist with the control noxious weeds on the License Area provided Licensee requests Licensor's assistance to control noxious weeds and pays Licensor for all time and materials costs.
4. **Cultural Resource Protection.** Licensee shall comply with the following stipulations for the protection of cultural resources on the License Area and Licensor's Property:
  - a. Licensee shall restrict all construction, operations, maintenance, and repair activities to the License Area and Access Road.
  - b. Subsequent to installation of Licensee's Improvements, Licensee's activities for the continued operation, maintenance and repair of Licensee's Improvements within the License Area shall be limited to pedestrian and vehicular access (excluding heavy or tracked equipment unless heavy or tracked equipment is necessary to repair, replace or re-construct any of Licensee's Improvements during the term of this License, in which case Licensee will obtain Licensor's prior approval for each such use).
  - c. Any modification, alteration, or addition to Licensee's Improvements shall require advance approval by Licensor. Licensee agrees to request Licensor approval for any modification, alteration, or addition to Licensee's Improvements or change of use of the License Area by submittal of a proposal to Licensor. The scope of Licensee's proposal may require additional cultural resources investigations within the License Area which may increase the time necessary for project approval.
  - d. If in the course of carrying out allowed activities (section 5b, above), or activities proposed and approved hereunder, should Licensee observe cultural materials (i.e.: stone tools, pottery, human skeletal remains, buried archaeological features of any type (fire pits, hearths, anthropogenic soils, ash or soil stains), or other prehistoric or historic artifacts), Licensee shall immediately cease all activity in the area of the discovery and shall notify Licensor's Cultural Resource Manager at (208) 388-

2200. Licensee and Licensee's Agents may not resume work in the area of any such discovery until Licensor's Cultural Resource Manager grants clearance to proceed, in writing.

5. **Power Line Installation.** To protect waterfowl and other avian species, all above ground distribution power lines to the License Area and Licensee's Improvements shall incorporate any necessary standard avian protection measures, which shall include, but may not be limited to, avian deflectors.

6. **Pump Facility Standards.** Licensee's Improvements shall be installed, maintained and operated according to the following standards:

a. Licensee shall ensure that earthwork and/or soil disturbance is kept to a minimum and excavated material is returned to the disturbed or excavated location as backfill. Licensee shall recontour and revegetate to Licensor's specifications all excavated material that is not used as fill, or shall cause same to be removed from Licensor's Property to an approved dumping location.

b. If submersible irrigation pump facilities are used, the electrical installation shall comply with state plumbing and electrical codes.

# FIRST AMENDMENT TO LICENSE AGREEMENT

## Brady Substation Lands Falls View Cemetery Irrigation Pump Station

### License No. 582

This First Amendment to License Agreement ("**Amendment**") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017 ("**Effective Date**"), between Idaho Power Company, an Idaho corporation, its successors and assigns (collectively, "**Licensor**") and Falls View Cemetery Maintenance District ("**Licensee**") with respect to the following:

Whereas, Licensor and Licensee have entered into that certain License Agreement dated April 07, 2017 a copy of which is attached hereto as **Exhibit A ("License Agreement")**. All capitalized terms herein shall have the definitions provided for in the License Agreement unless otherwise indicated.

Whereas, Licensor and Licensee desire to amend the License Agreement as set forth herein.

Now, Therefore, in consideration of the terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 4 of the License Agreement is hereby deleted and Licensee will no longer be required to pay the Water Use Fee provided for in the Section 4 as of this effective Date.

2. All other terms and conditions of the License Agreement shall remain in full force and effect except as expressly set forth herein.

**Exhibits.** All exhibits referenced herein are attached to the First Amendment to the License Agreement and incorporated into the terms of the License Agreement.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date first set forth above.

any time hereafter may be materially applicable (a) to the License Area or Licensors Property; (b) to any material use or condition of the License Area, Licensors Property, or any part thereof; or (c) to Licensee's use and occupancy of the License Area. The Legal Requirements shall include, without limitation, all Environmental Laws as defined herein.

The provisions of this Section 8 shall survive the termination or expiration of this License.

9. **Indemnification.** Without limiting the generality of the provisions of Section 8, Licensee agrees to indemnify, defend, and hold Licensors officers, directors, employees, successors, heirs, and assigns (collectively, "**Licensors Agents**") harmless from and against any and all suits, claims, demands, actions, proceedings, judgments, injuries, personal property damage, penalties, liabilities, damages, losses, costs, or expenses of any kind or nature whatsoever including without limitation attorneys fees and related costs (all of the foregoing collectively being referred to herein as "**Claims**") arising directly or indirectly, in whole or in part, out of any of the following: (a) any violation of this License Agreement by Licensee or any agents, contractors, subcontractors, independent contractors, visitors, employees, licensees, invitees, or guests of Licensee (collectively, "**Licensees Agents**"); (b) any action (or failure to act), activities, uses and/or occupancy by Licensee and/or Licensees Agents in, on, or about License Area or any areas surrounding License Area and Licensors Property owned by Licensors ("**Surrounding Areas**"); (c) the exercise by Licensee or Licensees Agents of any rights hereunder; (d) any personal injury, death, or damage to property arising in connection with the use or occupancy of the License Area caused or suffered by Licensee or Licensees Agents; and (e) any hazardous or unsafe activities conducted by or conditions created by Licensee or Licensees Agents at, on, or about Licensors Property. The provisions of this Section 9 shall survive the termination, revocation, or expiration of this License Agreement.

10. **Insurance.**

a. Licensee (and all of Licensees Agents, as a condition to using the License Area) shall maintain, at all times during the term of this License, at least the following insurance:

(i) General Liability Insurance covering the License Area, including (a) bodily injury liability and (b) property damage liability, with a combined single limit of not less than Two Million Dollars (\$2,000,000) each occurrence and in the aggregate. Such insurance shall provide for occurrence-based coverage and shall have such other terms, conditions, and endorsements of coverage as are deemed prudent by Licensors from time to time, including, without limitation, a pesticide application endorsement.

(ii) Automobile Liability Insurance with a combined single limit of at least Two Million Dollars (\$2,000,000).

(iii) Licensee shall also be responsible for insuring its personal property located on the Licensors Property against perils covered by a fire and extended coverage property damage policy; Licensors shall not be liable to Licensee for any loss or damage to Licensees Property, and there shall be no subrogated claim by Licensees insurance carrier against Licensors. Licensee shall obtain from its insurer a waiver of subrogation in favor of Licensors.

**LICENSOR:**

**IDAHO POWER COMPANY,  
AN IDAHO CORPORATION**

**LICENSEE:**

**FALLS VIEW CEMETERY MAINTENANCE DISTRICT**

By: \_\_\_\_\_

Ivan Sim  
Corporate Services Director

By: Arwynn D. Thornton

Arwynn Thornton  
Chairman

Date: \_\_\_\_\_

Date: 11-8-2017

**LIST OF EXHIBITS:**

Exhibit A – License No. 582

License Amendment– IPC as Licensor  
License Name: Brady Substation Lands – Falls View Cemetery Irrigation Pump Station  
License No.: 582

## AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS

THIS AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHTS (this "Agreement") is made and entered into this date of signature by both parties (the "Effective Date"), by and between Conrad and Adriane Isaak, a married couple, whose address is 3202 Hedstrom Lane, American Falls, ID 83211, email: cj\_isaak@yahoo.com (hereinafter "Seller"), and **Power County, Idaho**, a political subdivision of the State of Idaho, whose address is c/o Ron Funk, Power County Commission Chairman, 543 Bannock Ave., American Falls, Idaho 83211, email: ssprague@co.power.id.us (hereinafter "Buyer"). Buyer and Seller are individually a "Party" and together the "Parties".

### RECITALS:

A. Seller is the owner of a groundwater Water Right No. 29-14015, a defined portion of which will be sold in this agreement (the "Water Right"). The Water Right is more fully described in the reports obtained by the Idaho Department of Water Resources ("Department" or "IDWR") attached hereto as **Exhibit 1**.

B. The Water Right is decreed as having a priority date of 2/28/1977 for 3.02 CFS/719.1 AFA.

C. Seller is the sole owner of the Water Right.

D. Seller desires to sell and Buyer desires to buy sufficient rights to provide irrigation for 30 acres, a total of 0.45 CFS/105 AFA, contingent upon Idaho Department of Water Resource's ("IDWR") approval of transfer application moving the point of diversion and place of use for a portion to Falls View Cemetery and a portion to the Power County Fairgrounds.

IN CONSIDERATION of the mutual representations, warranties, and covenants contained herein, the Parties, intending to be legally bound hereby, agree as follows:

### AGREEMENTS:

1. Property Purchased. Seller hereby agrees to sell to Buyer, and Buyer agrees to buy from Seller on the terms and conditions herein specified, 0.45 CFS/105 AFA of the described Water Rights referred to herein as the "Purchased Water Rights." **No land (real property) is included in this Agreement.**

2. Purchase Price.

(a) Purchase Price. The purchase price for the Purchased Water Rights is [REDACTED] (the "Purchase Price"). The Purchase Price is calculated based on a price of [REDACTED] per acre x 30 acres of County property to which the Purchased Water Rights will be transferred. The Purchase Price shall be paid in two equal payments. One payment of [REDACTED] to be made on or after October 1, 2020, but prior to December 1, 2020 and a second payment of [REDACTED] to be made upon closing as set forth in paragraph 2(d) below. In no event shall the second payment be made prior to January 1, 2021. The second payment shall be made prior to January 31, 2021, unless closing does not occur prior to that date. In the event closing occurs after January 31, 2021, the second payment shall be remitted to Seller within thirty (30) days of the Idaho Department of Water Resources (IDWR) approving the transfer of the Purchased Water Rights.

(b) Earnest Money Deposit. The parties agree that the first payment that is to be made between October 1, 2020 and December 1, 2020, shall serve as the earnest money deposit. Prior to October 1, 2020, Seller shall provide to Buyer, in writing, an escrow account where the first payment may be deposited. Should this agreement be terminated due to an unapproved transfer by the IDWR, non-appropriations of funds by Buyer for fiscal year 2020, 2021, or breach by Seller, Buyer shall be entitled to a return of the earnest money deposit.

(c) Fees and Costs. The cost of recording the Special Warranty Deed for Water Rights shall be paid by Buyer. Buyer shall also be responsible for any costs associated with an application for water right transfer to amend the Purchased Water Rights to describe Buyer's property or portions thereof as the authorized place of use for the Purchased Water Rights. All other expenses not specifically referenced in this Agreement with respect to this transaction shall be borne and paid exclusively by the Party incurring the same, without reimbursement.

(d) Closing. Closing shall occur within thirty (30) days of the date IDWR issues an order approving the transfer application moving the point of diversion and place of use to Falls View Cemetery and Power County Fairgrounds. It is the intention of the Parties that closing shall occur on or before January 1, 2021. Should closing be delayed beyond January 1, 2021, the final payment from Buyer to Seller shall be remitted to Seller within 30 days of IDWR approving the Purchased Water Rights. At closing Seller will issue a special warranty deed conveying free and clear title to the Water Rights to Buyer and Buyer shall pay the remainder of the Purchase Price to Seller, in accordance with the payment schedule listed above in paragraph 2(a). Additionally, a Notice of Change of Water Right Ownership will be signed and filed with IDWR for the purpose of changing ownership of the Water Rights from Seller to Buyer. In the event IDWR does not approve the transfer application this Agreement shall be deemed cancelled and void and the earnest money deposit shall be refunded to Buyer and the Water Rights shall be retained by Seller.

3. Transfer Application for Purchased Water Rights. Upon receipt by Seller of the Earnest Money Deposit, Seller and Buyer will prepare and file an application to the IDWR to transfer the Purchased Water Rights to Buyer to Buyer's points of diversion and places of use. Seller and Buyer agree to cooperate in obtaining IDWR's approval of the transfer of the Purchased Water Rights. Buyer will pay all costs associated with the transfer application. Upon IDWR approving the transfer of the Purchased Water Rights the Parties will proceed to Closing as set forth above. The Parties acknowledge that approval of the transfer of the Purchased Water Rights will result

in the Purchased Water Rights being assigned a new identification number by the IDWR, and that number will be used in the special warranty deed.

4. Seller's Representations and Warranties. Seller hereby represents and warrants to Buyer as of the Effective Date of this Agreement as follows:

(a) Authority. Seller has the full legal right, power, and authority to enter into and perform this Agreement, and will obtain good marketable title to the Purchased Water Rights in fee simple, and Seller (at its expense) shall remove, or cause to be removed, all liens, claims, or encumbrances, whether of record or not, upon or affecting the Purchased Water Rights. Seller can use sale proceeds to clear any liens, claims, or encumbrances at Closing.

(b) Conveyance. Upon Closing, Seller will convey the Purchased Water Rights free and clear of all liens, encumbrances and restrictions, except such restrictions on the use of water as may appear on the Water Rights records contained in **Exhibit 1**.

(c) No Representation or Warranty Concerning Suitability for Buyer's Intended Use. Seller has not made, and hereby makes, no representation or warranty to Buyer except as expressly contained in this Agreement.

5. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as of the Effective Date of this Agreement as follows:

(a) Authority. Buyer has the legal power, right and authority to enter into this Agreement and to perform Buyer's obligations hereunder.

(b) Buyer's Due Diligence. Buyer and Buyer's consultants and counsel have had a full opportunity to review all documents, records and other information made available to Buyer by Seller and/or otherwise reasonably available to Buyer through public or other sources, related to the nature and extent of the Purchased Water Rights, the laws and rules affecting their transfer and use by Buyer, and the suitability or fitness of the Purchased Water Rights for Buyer's intended purposes.

6. Mutual Contingencies. The closing of this transaction and Buyer's and Seller's respective obligations to close are contingent upon the following:

(a) Seller's and Buyer's representations and warranties being true and satisfied.

(b) The Parties securing an order from the Idaho Department of Water Resources approving a transfer application moving the point of diversion and place of use to Falls View Cemetery and Power County Fairgrounds.

7. Warranties to Survive Closing. All representations and warranties made by the Parties herein are also covenants, and each Party shall take all such actions as may be required to satisfy said covenants and to cause the representations and warranties to be true on and as of the closing. The Parties' respective obligations to close and consummate the transaction contemplated herein are contingent upon the representations, warranties and covenants contained in this Agreement being true, valid and satisfied on and as of the closing. All such representations and warranties shall survive the closing

8. Non-Appropriations. Buyer is a government entity and this Agreement shall in no way or manner be construed so as to bind or obligate Buyer beyond the term of any particular appropriation of funds. This Agreement is contingent upon Buyer appropriating sufficient funds for the described purchase in its fiscal year 2020-21. Should insufficient funds be appropriated in said fiscal year, this agreement shall be null and void.

9. Miscellaneous.

(a) Attorneys' Fees. If either party commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach hereof), the prevailing party therein shall be entitled to recover from the other, in addition to any other relief granted, its reasonable attorney's fees, costs and expenses incidental to such legal action.

(b) Merger. This Agreement supersedes any and all other written or verbal agreements between the Parties hereto regarding the Purchased Water Rights. Neither Buyer nor Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specifically contained herein.

(c) Broker. It is understood and agreed by and between the Parties that the transaction herein contemplated does not involve a broker for either Seller or Buyer. To the extent any broker commissions are owed as a result of this transaction by Buyer, Buyer agrees to be solely liable therefore, and Buyer agrees to indemnify Seller from any such commissions. To the extent any broker commissions are owed as a result of this transaction by Seller, Seller agrees to be solely liable therefore, and Seller agrees to indemnify Buyer from any such commissions.

(d) Remedies Cumulative. Upon any breach, any and all rights and remedies which either Party may have under this Agreement or by operation of law or equity, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other. No such right or remedy, whether exercised by said Party or not, shall be deemed to be in exclusion of any other right or remedy, any two or more of all such rights and remedies may be exercised at the same time or separately as desired.

- (e) Further Documents. The Parties hereby agree that they shall sign such other and further documents as may be required to carry into effect the terms and conditions of this Agreement.
- (f) Enforceability. The validity or enforceability of any term, phrase, clause, paragraph, restriction, covenant, agreement or other provision hereof, shall in no way affect the validity or enforcement of the remaining provisions, or any part hereof.
- (g) Counterparts. This Agreement may be executed in any number of counterparts for all the convenience of the Parties, all of which, when taken together and after execution by all Parties hereto, shall constitute one and the same Agreement.
- (h) Governing Law. This Agreement shall be governed by the laws of the State of Idaho.
- (i) Successors. This Agreement is for the benefit only of the Parties hereto and shall inure to the benefit of and bind their respective heirs, agents, personal representatives, successors and assigns.
- (j) Essence of Time. Time is of the essence in this Agreement.
- (k) Legal Counsel. This Agreement was prepared by Anson L. Call, II, Power County Prosecuting Attorney, acting as attorneys for Buyer. Seller is responsible to obtain independent counsel for legal and tax advice.
- (l) Notices. Any notice under this Agreement will be in writing and be delivered in person, by US Mail or by email to the respective Parties at the addresses and emails set forth at the beginning of this Agreement.

(Signatures on following page)

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective on the date set forth above.

**"SELLER"**

Conrad Isaak



CONRAD ISAAK

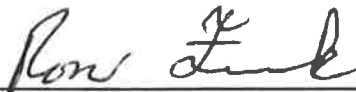
Adriane Isaak



ADRIANE ISAAK

**"BUYER"**

POWER COUNTY BOARD OF  
COMMISSIONERS

By: 

RON FUNK, Chairman

**Exhibit 1**  
**Water Right Reports**

# IDAHO Department of Water Resources



## WATER RIGHT REPORT

3/26/2020

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report

WATER RIGHT NO. 29-14015

| Owner Type        | Name and Address                                                                             |
|-------------------|----------------------------------------------------------------------------------------------|
| Current Owner     | ADRIANE ISAAK                                                                                |
| Current Owner     | CONRAD ISAAK<br>3202 HEDSTROM LN<br>AMERICAN FALLS, ID 83252<br>2082410005                   |
| Original Owner    | VIRGIL JAHNKE<br>, ID                                                                        |
| Original Owner    | HAROLD WHITTIER<br>221 FORT HALL AVE<br>AMERICAN FALLS, ID 83211<br>2082212261               |
| Original Owner    | NAOMI CHRISTENSEN<br>C/O RENN CHRISTENSEN<br>909 E 1000 N<br>SHELLEY, ID 83274<br>2083577830 |
| Security Interest | IDAHO AGCREDIT FLCA<br>2883 HIGHWAY 39<br>AMERICAN FLS, ID 83211-5347<br>2082265251          |

Priority Date: 02/28/1977

Basis: Decreed

Status: Active

| Source       | Tributary |
|--------------|-----------|
| GROUND WATER |           |

| Beneficial Use  | From  | To    | Diversion Rate | Volume    |
|-----------------|-------|-------|----------------|-----------|
| IRRIGATION      | 04/01 | 10/31 | 3.02 CFS       | 719.1 AFA |
| Total Diversion |       |       | 3.02 CFS       | 719.1 AFA |

Location of Point(s) of Diversion:

GROUND WATER|SENW|Sec. 08|Township 07S|Range 32E|POWER County

Place(s) of use:

Place of Use Legal Description: IRRIGATION POWER County

| Township | Range | Section | Lot | Tract | Acres | Lot | Tract | Acres | Lot | Tract | Acres | Lot | Tract | Acres |
|----------|-------|---------|-----|-------|-------|-----|-------|-------|-----|-------|-------|-----|-------|-------|
| 07S      | 32E   | 8       | 1   | NWNE  | 34    | 2   | SWNE  | 34    |     |       |       |     |       |       |
|          |       |         |     | NENW  | 40    |     | NWNW  | 15.4  |     | SWNW  | 40    |     | SENW  | 41    |
|          |       |         |     | NESW  | 0.5   |     | NWSW  | 0.5   |     |       |       |     |       |       |
|          |       |         | 3   | NWSE  | 0.5   |     |       |       |     |       |       |     |       |       |

Total Acres: 205.9

Conditions of Approval:

1. 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.

Dates:

Licensed Date:

Decreed Date: 03/22/2004

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 120

Generic Max Rate per Acre: 0.02

Generic Max Volume per Acre: 4

Civil Case Number:

Old Case Number:

Decree Plaintiff:

## Exhibit 2—FORM OF DEED

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Anson L. Call, II, Power County Prosecuting Attorney  
543 Bannock Ave.  
American Falls, Idaho 83211

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(Space Above for Recorder's Use)

### SPECIAL WARRANTY DEED FOR WATER RIGHTS

**Conrad and Adriane Isaak**, a married couple (hereinafter "Grantor") do hereby grant, bargain, sell, assign, and convey unto **Power County Board of Commissioners**, whose address is c/o Ron Funk, Power County Commission Chairman, 543 Bannock Ave., American Falls, Idaho 83211 (hereinafter "Grantee"), and to Grantee's heirs and assigns forever, all of Grantor's right title and interest in 0.45 cfs/105 AFA of Water Right No. \_\_\_\_\_ (this will be a different number). (the "Purchased Water Rights").

Grantor hereby covenants and warrants to Grantee as follows:

- (A) Grantor is the owner of the Purchased Water Rights;
- (B) Grantor has not conveyed any of the Purchased Water Rights to anyone other than Grantee;
- (C) The Purchased Water Rights are free from all liens, claims, or encumbrances; and
- (D) Grantor has the authority to convey the Purchased Water Rights to Grantee.

Grantor makes no other covenants or warranties as to the Purchased Water Rights. No land is included in this conveyance.

IN WITNESS WHEREOF, the undersigned has caused his name to be hereunto subscribed.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
CONRAD ISAAK

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
ADRIANE ISAAK

STATE OF IDAHO            )  
                                      ) ss.  
County of Bannock        )

This record was acknowledged before me on this \_\_ day of \_\_\_\_\_, 2018, by Conrad Isaak and Adriane Isaak.

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
My Commission Expires: \_\_\_\_\_

## CONTRACT OF AGREEMENT

To Whom It May Concern,

Falls View Cemetery District owns property located at Township 07 South Range 31 East Section 31 SENE Lot 2 located in Power County, Idaho. Falls View Cemetery District has entered into an agreement in which Power County Board of Commissioners will provide additional water to the property. Power County Board of Commissioners is responsible for the transfer application and processing of the transfer.

The Power County Board of Commissioners are purchasing 16.6 acres of water right 29-14015 from Conrad Isaak and Adriane Isaak.

Falls View Cemetery District hereby gives their consent to allow Conrad Isaak, Adriane Isaak and Power County Board of Commissioners to transfer a portion of water right 29-14015 to the property. Ownership of the 16.6 acres of water right 29-14015 transferred to the property will be retained by the Power County Board of Commissioners.

Falls View Cemetery District:

Signed Name:

Kade Smith

Printed Name:

Kade Smith

Title:

Chairman of the Board

Date:

1/27/21



**BROCKWAY**  
ENGINEERING  
P.L.L.C.

Hydraulics

Hydrology

Water Resources

February 24, 2021

James Cefalo  
Idaho Department of Water Resources  
900 North Skyline Drive, Suite A  
Idaho Falls, ID 83402-1718

RECEIVED  
FEB 01 2021  
Idaho Department of Water Resources  
Eastern Region

Re: Conrad Isaak and Adriane Isaak 16.6 Acre Transfer

Dear Mr. Cefalo:

Conrad Isaak and Adriane Isaak and Power County of Idaho have entered into an agreement in which Power County will purchase 30.0 acres of irrigation water from water right 29-14015. A 16.6 acre portion of the water purchased is proposed to be transferred to property owned by the Falls View Cemetery District.

A county recorded purchase agreement is attached to this letter. After this transfer is approved the ownership of the 16.6 acres will be updated into the name of Power County. The Falls View Cemetery will not own the 16.6 acres.

A contract of agreement is attached to this letter in which the Falls View Cemetery District gives Conrad Isaak and Adriane Isaak and Power County permission to move 16.6 acres of water right 29-14015 onto property they own.

An agreement has been signed between Idaho Power and Falls View Cemetery regarding the use of the well located on Idaho Power property as the authorized POD. The Falls View Cemetery has utilized this well for many years as a source of water. At this time, Idaho Power does not want to sell the well to the Falls View Cemetery District.

ESPA model analysis for these transfers indicate that no mitigation is required.

Please copy our office on all correspondence regarding these applications.

Sincerely,

  
Greg Sullivan, M.S., Engineer

Cc: Power County (Attention Anson Call), Conrad Isaak  
Enc: Transfer Application, Aerial Maps, Purchase and Sale Agreement, Contract of Agreement, Idaho Power License Agreement, Brockway Engineering Check # 14291 for \$500.00

CHARLES E.  
BROCKWAY,  
PH.D., P.E.

CHARLES G.  
BROCKWAY,  
PH.D., P.E.

2016 NORTH  
WASHINGTON  
STREET • SUITE 4

TWIN FALLS,  
IDAHO 83301

208•736•8543

FAX: 736•8506

84797



State of Idaho

## DEPARTMENT OF WATER RESOURCES

EASTERN Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718  
Phone: (208)525-7161 • Fax: (208)525-7177 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

Brad Little  
Governor

Gary Spackman  
Director

March 31, 2021

CONRAD ISAAK  
ADRIANE ISAAK  
3202 HEDSTROM LN  
AMERICAN FALLS, ID 83211

RE: Transfer No. 84802, 84797  
Water Right No(s). 29-14015

Dear Applicant(s):

The Department of Water Resources has received your water right transfer applications. Please refer to the transfer numbers referenced above in all future correspondence regarding these transfers.

A legal notice of the application has been prepared and is scheduled for publication in the POWER COUNTY PRESS on 4/7/2021 and 4/14/2021. Protests to these applications may be submitted for a period ending ten (10) days after the second publication.

If the applications are protested, you will be sent a copy of each protest. All protests must be resolved before the applications 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 applications are not protested, the Department will process your applications and notify you of any action taken on them. If your applications are approved, the Department will send you a copy of the approval documents.

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

Sincerely,

Christina Henman  
Administrative Assistant

CC:  
GREG SULLIVAN  
2016 N WASHINGTON ST STE 4  
TWIN FALLS, ID 83301

## Henman, Christina

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**From:** Henman, Christina  
**Sent:** Friday, March 26, 2021 9:17 AM  
**To:** Jordan, Blake  
**Subject:** Application for Transfer No. 84782, 84808, 84791, 84797, 84802,  
**Attachments:** RecommendationForm Transfer55.docx; RecommendationForm Transfer56.docx;  
RecommendationForm Transfer57.docx; RecommendationForm Transfer58.docx;  
RecommendationForm Transfer59.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://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>. 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 unprotested 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.

**Henman, Christina**

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**From:** Henman, Christina  
**Sent:** Wednesday, March 31, 2021 5:01 PM  
**To:** 'press1@press-times.com'  
**Subject:** Legal Notice for Power County Press  
**Attachments:** 84797, 84802 Power County Press.docx

LEGAL NOTICE DEPARTMENT  
POWER COUNTY PRESS  
PO BOX 547  
AMERICAN FALLS, ID 83211

RE: Transfer No. 84797, 84802  
Water Right No(s). 29-14015, 29-14015

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 4/26/2021. Your cooperation is appreciated.

Thank You,

Christina Henman  
Administrative Assistant  
Idaho Dept. of Water Resources, Eastern Region  
900 N Skyline Ste. A  
Idaho Falls, ID 83402  
Phone: (208) 497-3793

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT**

**TRANSFER NO. 84797**

CONRAD ISAAK and ADRIANE ISAAK, 3202 HEDSTROM LN, AMERICAN FALLS, ID 83211 has filed Application No. 84797 for changes to the following water rights within POWER County(s): Right No(s). 29-14015; 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 Lot 2 (SENE) Sec 31 T07S R31E for 0.24 cfs from Ground Water. The proposed place of use is in Lot 2 (SENE) and NESE Sec 31 T07S R31E for 16.6 acres within a 28.3-acre permissible place of use.

**TRANSFER NO. 84802**

CONRAD ISAAK and ADRIANE ISAAK, 3202 HEDSTROM LN, AMERICAN FALLS, ID 83211 has filed Application No. 84802 for changes to the following water rights within POWER County(s): Right No(s). 29-14015; 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 SWNW Sec 22 T07S R31E for 0.20 cfs from Ground Water. The proposed place of use is in SWNE, SENW and NESW Sec 22 T07S R31E for 13.4 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 4/19/2021. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director

Published 4/7/2021 and 4/14/2021