

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 84802

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.

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.
- ☐ ☒ #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 Isaak Phone 208-241-0005
Mailing 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 Sullivan Phone 208-736-8543
Mailing address 2016 N Washington St Ste 4 Twin Falls, Idaho 83301 Email greg.sullivan@brockwayeng.com

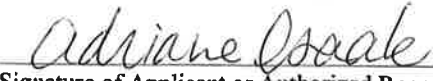
- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☒ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☒ 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


Signature of Applicant or Authorized Representative

Adriane Isaak
Print Name and Title if applicable

2/19/21
Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. 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 13.4 acres of water right 29-14015 to property owned by the Power County Board of Commissioners. The 13.4 acres are being purchased from Conrad Isaak by the Power County Board of Commissioners.

AMENDED

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued**

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

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	29-14015	0.21/46.9	Irrigation	4/01 to 10/31	Ground Water
☐ ☐		GWS		to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				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 0.21 cubic feet per second and/or 46.9 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 #
			SW	NW	22	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	22			4.8					3.1	5.5								13.4
Total Acres (for irrigation use)																			13.4

AMENDED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

SUPERCEDED

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

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	29-14015	0.20/46.9	Irrigation	4/01 to 10/31	Ground Water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				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 0.20 cubic feet per second and/or 46.9 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 #
			SW	NW	22	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	22			4.8					3.1	5.5								13.4
Total Acres (for irrigation use)																			13.4

SUPERCEDED

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? Power County
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: N/A

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 29-12498 currently pumps water out of WMIS# 600717.

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

Yes No

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

If yes, describe:

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

Page _____ of _____

**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

Tributary

GROUND WATER

Beneficial Use

From To

Diversion Rate

Annual Volume

IRRIGATION

04/01 to 10/31

2.46 CFS

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

84802

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ www.idwr.idaho.gov, Water Right Transfers, Step 1.
Insert Part 2A reports into the application following Part 1.

☐ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ www.idwr.idaho.gov, Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

[illegible][illegible]

AMENDED

SUPERCEDED

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ www.idwr.idaho.gov, Water Right Transfers, Step 1. Insert Part 2A reports into the application following Part 1.

☐ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ www.idwr.idaho.gov, Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

[illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

[illegible]

SUPERCEDED

84802

SCANNED
APR 05 2021

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.

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

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:

[illegible]

84802



0 250 500 Feet

**POWER COUNTY BOARD OF COMMISSIONERS
FAIR GROUNDS**

2021 TRANSFER
2019 NAIP AERIAL

Legend

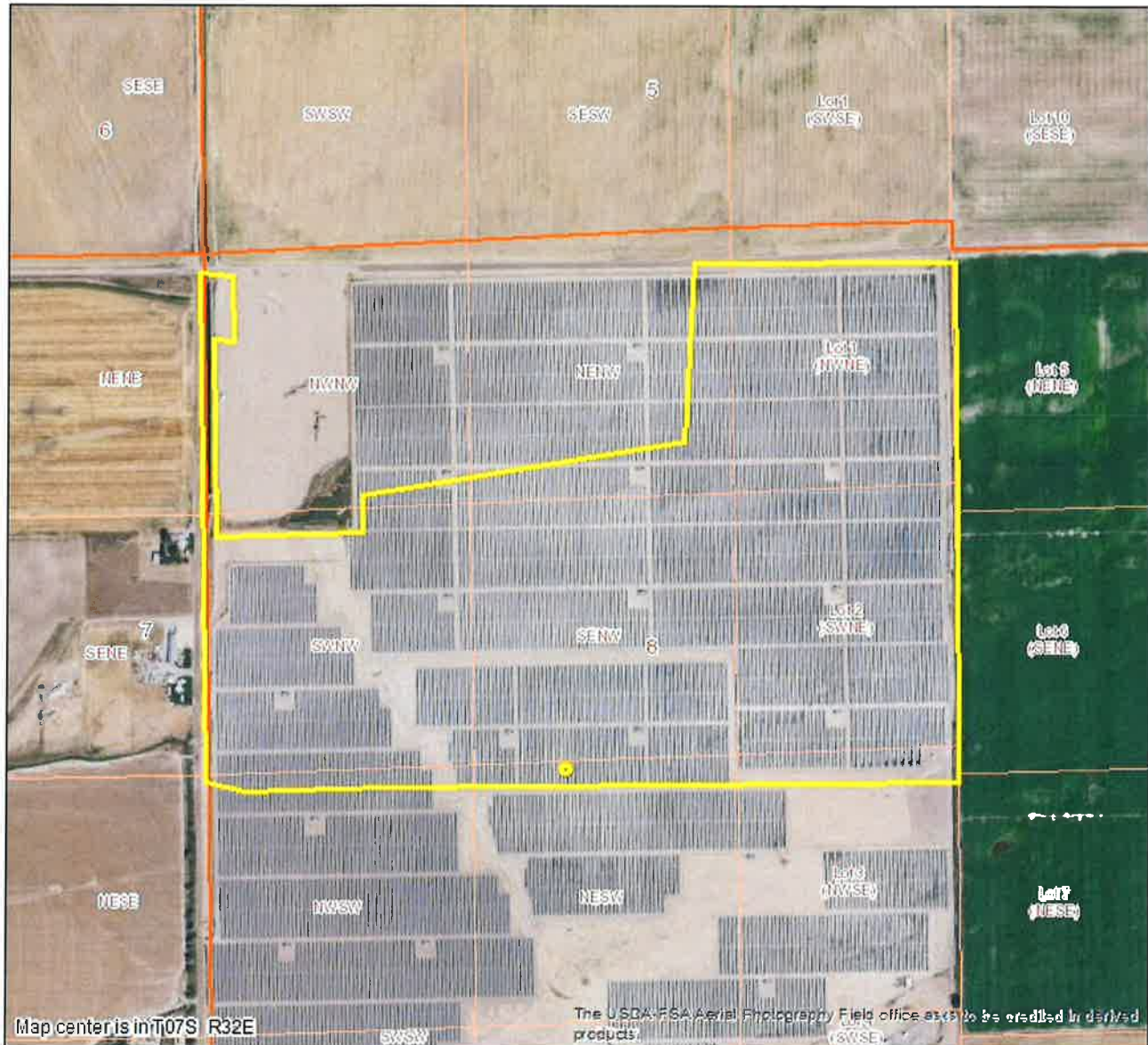
- POD
- 29-12498
- 29-14015_Transfer_TO
- modelgrid_trimmed

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.



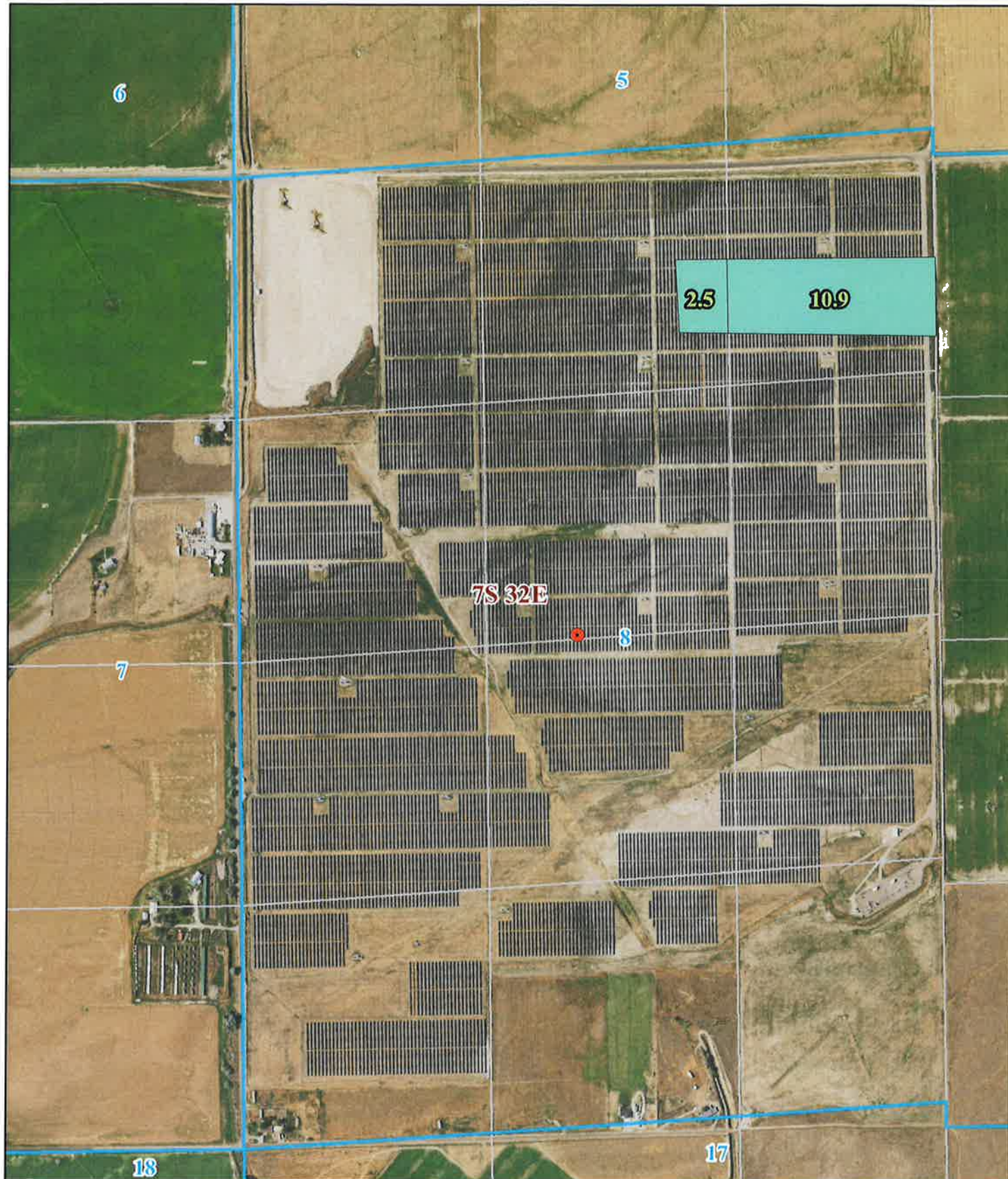
Date created: 1/11/2021



Legend

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





0 500 1,000 Feet

**POWER COUNTY BOARD OF COMMISSIONERS
FAIR GROUNDS**

2021 TRANSFER
2019 NAIP AERIAL

BROCKWAY ENGINEERING, PLLC.
GWS - Date: 1/11/2021

Legend

- POD
- 29-14015 Fair Ground Acres



84802

Mitigation Analysis Period
 Trimester: 1 2 Trimester)
 Annual AF/T:

Total Reach Depletion Impacts

AF/T:	0.0	0.0	0.0	-0.06	0.1	0.0	0.0	0.0	0.0	0.0	0.0
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One-Way Analysis of Independent Transfers

Transfer 1 :

13.4 Acre Transfer

100.0% Pre-SS 53.6 AFA 13.4 Acres
 100.0% Post-SS 53.6 AFA 13.4 Acres

WR No.	Div. Rate (CFS)	Con. Vol. (AFA)	No. of Irr. Acres	Priority Date	POD Location	Dedicated Vol. AFA/ AFT	Model Node
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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. Wbl. To Buhl	Buhl to 1000 Spr	1000 Spr	1000 Spr to Malad	Malad	Malad to Bancroft
0.27	0.80	2.44	8.09	0.20	0.46	0.52	0.23	0.15	0.13	0.01
0.26	0.79	2.41	8.02	0.28	0.47	0.53	0.24	0.15	0.14	0.01
0.27	0.80	2.44	8.09	0.20	0.46	0.52	0.23	0.15	0.13	0.01
0.26	0.79	2.41	8.03	0.28	0.47	0.53	0.24	0.15	0.14	0.01

Steady State Analysis	Mitigation Check 1 - >10% of Historical:	-1%	-1%	-1%	-1%	41.0%	2.5%	2.4%	2.4%	2%	2%
	Mitigation Check 2: > 2 AF/T:	0.0	0.0	0.0	-0.1	0.08	0.01	0.01	0.01	0.00	0.0
	Mitigation Check 3 - >10% of Total:	2.0%	5.9%	18.1%	60.3%	2.1%	3.5%	4.0%	1.6%	1.1%	0.1%
	Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
	Mitigation Vol. Req'd (ac-ft):	0.00	-0.01	-0.04	-0.07	0.08	0.01	0.01	0.01	0.00	0.00

Transient State Analysis	Mitigation Check 1 - >10% of Historical:	-1.4%	-1.4%	-1.4%	-0.7%	41.0%	2.5%	2.4%	2.4%	2.4%	2.4%
	Mitigation Check 2: > 2 AF/T:	0.0	0.0	0.0	-0.1	0.08	0.01	0.01	0.01	0.0	0.0
	Mitigation Required?:	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
	Mitigation Vol. Req'd (ac-ft):	0.00	-0.01	-0.03	-0.06	0.08	0.01	0.01	0.01	0.00	0.00

Read Me

Transfer 2 :

WR No.	Div. Rate (CFS)	Con. Vol. (AFA)	No. of Irr. Acres	Priority Date	POD Location	Dedicated Vol. AFA/ AFT	Model Node
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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. Wbl. 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
	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

Transient 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	0.00	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

84802

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

YEAR 1950

SEASON SPRING

TRANSFER NO:

TRANSFER NAME:

ENTER CELL LOCATIONS:

	TO' CELL	'FROM1' CELL	'FROM2' CELL	'FROM3' CELL
ROW	94	95		
COLUMN	102	106		

13.4

40.2

TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL		FROM2 WELL		FROM3 WELL	
		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	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1977	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1977	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 1978	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1978	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1978	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 1979	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1979	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1979	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 1980	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1980	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1980	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 1981	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1981	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1981	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 1982	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1982	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1982	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 1983	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1983	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1983	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 1984	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1984	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1984	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 1985	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1985	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1985	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 1986	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1986	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1986	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 1987	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1987	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1987	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 1988	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1988	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1988	0.0	13.4	13.4	0.0	0.0	0.0	0.0

SPR 1989	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1989	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1989	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 1990	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1990	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1990	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 1991	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1991	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1991	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 1992	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1992	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1992	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 1993	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1993	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1993	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 1994	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1994	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1994	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 1995	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1995	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1995	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 1996	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1996	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1996	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 1997	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1997	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1997	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 1998	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1998	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1998	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 1999	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 1999	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 1999	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 2000	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 2000	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 2000	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 2001	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 2001	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 2001	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 2002	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 2002	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 2002	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 2003	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 2003	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 2003	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 2004	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 2004	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 2004	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 2005	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 2005	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 2005	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 2006	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 2006	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 2006	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 2007	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 2007	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 2007	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 2008	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 2008	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 2008	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 2009	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 2009	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 2009	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 2010	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 2010	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 2010	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 2011	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 2011	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 2011	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 2012	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 2012	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 2012	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 2013	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 2013	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 2013	0.0	13.4	13.4	0.0	0.0	0.0	0.0

SPR 2014	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 2014	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 2014	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 2015	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 2015	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 2015	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 2016	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 2016	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 2016	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 2017	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 2017	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 2017	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 2018	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 2018	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 2018	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 2019	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 2019	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 2019	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 2020	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SUM 2020	0.0	13.4	13.4	0.0	0.0	0.0	0.0
WIN 2020	0.0	13.4	13.4	0.0	0.0	0.0	0.0
SPR 2021	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SUM 2021	13.4	0.0	13.4	0.0	0.0	0.0	0.0
WIN 2021	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SPR 2022	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SUM 2022	13.4	0.0	13.4	0.0	0.0	0.0	0.0
WIN 2022	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SPR 2023	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SUM 2023	13.4	0.0	13.4	0.0	0.0	0.0	0.0
WIN 2023	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SPR 2024	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SUM 2024	13.4	0.0	13.4	0.0	0.0	0.0	0.0
WIN 2024	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SPR 2025	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SUM 2025	13.4	0.0	13.4	0.0	0.0	0.0	0.0
WIN 2025	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SPR 2026	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SUM 2026	13.4	0.0	13.4	0.0	0.0	0.0	0.0
WIN 2026	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SPR 2027	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SUM 2027	13.4	0.0	13.4	0.0	0.0	0.0	0.0
WIN 2027	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SPR 2028	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SUM 2028	13.4	0.0	13.4	0.0	0.0	0.0	0.0
WIN 2028	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SPR 2029	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SUM 2029	13.4	0.0	13.4	0.0	0.0	0.0	0.0
WIN 2029	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SPR 2030	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SUM 2030	13.4	0.0	13.4	0.0	0.0	0.0	0.0
WIN 2030	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SPR 2031	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SUM 2031	13.4	0.0	13.4	0.0	0.0	0.0	0.0
WIN 2031	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SPR 2032	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SUM 2032	13.4	0.0	13.4	0.0	0.0	0.0	0.0
WIN 2032	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SPR 2033	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SUM 2033	13.4	0.0	13.4	0.0	0.0	0.0	0.0
WIN 2033	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SPR 2034	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SUM 2034	13.4	0.0	13.4	0.0	0.0	0.0	0.0
WIN 2034	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SPR 2035	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SUM 2035	13.4	0.0	13.4	0.0	0.0	0.0	0.0
WIN 2035	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SPR 2036	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SUM 2036	13.4	0.0	13.4	0.0	0.0	0.0	0.0
WIN 2036	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SPR 2037	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SUM 2037	13.4	0.0	13.4	0.0	0.0	0.0	0.0
WIN 2037	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SPR 2038	13.4	0.0	13.4	0.0	0.0	0.0	0.0
SUM 2038	13.4	0.0	13.4	0.0	0.0	0.0	0.0
WIN 2038	13.4	0.0	13.4	0.0	0.0	0.0	0.0

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 be 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

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

Priority Date: 02/28/1977

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
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|SE|NW|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		SENE	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

(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: _____



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

February 24, 2021

RECEIVED
MAR 01 2021
Department of Water Resources
Eastern Region

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

Re: Conrad Isaak and Adriane Isaak 13.4 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 13.4 acre portion of the water purchased is proposed to be transferred to property owned by the Power County near the airport in American Falls.

A county recorded purchase agreement is attached to this letter. After this transfer is approved the ownership of the 13.4 acres will be updated into the name of Power County.

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

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

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

Cc: Power County (Attention Anson Call), Conrad Isaak
Enc: Transfer Application, Aerial Maps, Purchase and Sale Agreement, ESPA Model Analysis,
Brockway Engineering Check # 16297 for \$200.00

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

84802



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

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

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

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