

Transfer No. 76277

Receipt No. 503/258

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

1. Applicant Information DUANE H ISAAK
3235 S ISAAK LN
AMERICAN FALLS ID 83211
(208)226-2130

And

LA MAR R ISAAK
3298 S ISAAK LOOP
AMERICAN FALLS ID 83211
(208)226-2618

And

VIOLET R ISAAK
3298 S ISAAK LOOP
AMERICAN FALLS ID 83211
(208)226-2618

And

JENNIE LOIS OSBORN TRUST
C/O ESTHER ISAAK
3235 S ISAAK LANE
AMERICAN FALLS ID 83211
(208)226-2130

RECEIVED**JAN 27 2010**DEPT. OF WATER RESOURCES
SOUTHERN REGION

Will this transfer result in an ownership change? Yes

2. Current Water Right**Part 2 Attached for Each Right**

	Origin/Basis	Rate	Volume	Acre Limit	Total Acres	Source
41-51B	WR/Decreed	0.85			80.0	SNAKE RIVER
41-4013B	WR/Beneficial Use	1.60			80.0	SNAKE RIVER

3. Purpose of Transfer (Change Proposed)**Part 3A Attached for Each Proposed Right****Part 3B Attached for Each Split Right**

Right	Split	POD	POU	Add POD	Period of Use	Nature of Use
41-51B	NO	NO	YES	NO	NO	NO
41-4013B	NO	NO	YES	NO	NO	NO

Describe the reason for the proposed changes

We want to change the place of use slightly to accomodate the installation of pivot sprinklers on most of the ground. The exact configuration of the new system has not yet been determined, so the proposed place of use is slightly larger than the 80 acres that can be irrigated. We understand that no more than 80 acres can be irrigated each year. The transfer also changes ownership of the water rights, as Duane and LaMar Isaac have acquired all but 4 acres from the late Jennie Osborn; her estate still owns 4 acres of the proposed place of use.

4. FOR CHANGES IN NATURE OF USE ONLY

A. Describe the expected quantity of the return flows and location of discharge after the proposed change

B. Describe the effects on other water uses resulting from the proposed change

5. Total Amounts Transferred

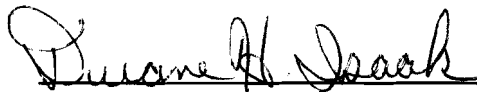
	Rate	Acre Limit	Total Acres	Volume
41-51B	0.85 cfs	80.0	86.4	
41-4013B	1.60 cfs	80.0	86.4	
TOTAL	1.60 cfs	80.0	86.4	

Transfer No. 76277

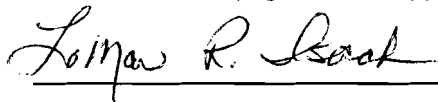
Receipt No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. 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 voiding its approval.



(Signature of Applicant)



Signed this 27 day of January, 2010

Transfer No. 76277
Receipt No. _____

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. 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 voiding its approval.

Esther E. Isaak
(Signature of Applicant)

Personal Representative (Trustee)
(Title or Office)

Signed this 27 day of January, 20 10.

Transfer No. 76277

Receipt No. _____

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

Current Water Right No. 41-51B

Priority Date: April 02, 1910

Origin: Water Right

Basis: Decreed

Status: Active

Source: SNAKE RIVER**Tributary:** COLUMBIA RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
STOCKWATER	1/01 12/31	0.05 CFS		
IRRIGATION	4/01 10/31	0.85 CFS		
	Total Diversion	0.85 CFS		

Source and Point(s) of Diversion:

SNAKE RIVER L2 (SEWNNE) Sec. 15 Twp 09S Rge 29E POWER County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S 29E 14						10.0	4.0										14.0
09S 29E 15			30.0	19.0						15.0					2.0		66.0

Total Acres: 80

Conditions/Remarks:

1. USE OF THIS RIGHT WITH RIGHT NO. 41-04013B IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 1.60 CFS.
2. THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. USE OF THIS RIGHT WITH RIGHT NO. 41-04013B IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 80 ACRES IN A SINGLE IRRIGATION SEASON.
4. 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.

Page 5

5. THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

Documentation of Ownership of the Current Place of Use

Warranty Deed

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

NO

Describe the effect on the current place of use for this water right if the place of use is changed pursuant to this transfer

The place of use is being changed due to the installation of pivot sprinklers on most of the ground.

To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

NO

Transfer No. 76277

Receipt No. _____

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

Current Water Right No. 41-4013B

Priority Date: May 31, 1890

Origin: Water Right

Basis: Decreed

Status: Active

Source: SNAKE RIVER**Tributary:** COLUMBIA RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
STOCKWATER	1/01 12/31	0.05 CFS		
IRRIGATION	4/01 10/31	1.60 CFS		
	Total Diversion	1.60 CFS		

Source and Point(s) of Diversion:

SNAKE RIVER L2 (SEWNNE) Sec. 15 Twp 09S Rge 29E POWER County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S 29E 14						10.0	4.0										14.0
09S 29E 15			30.0	19.0						15.0					2.0		66.0

Total Acres: 80

Conditions/Remarks:

1. THE QUANTITY OF WATER UNDER THIS RIGHT FOR STOCKWATER USE SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2. USE OF THIS RIGHT WITH RIGHT NO. 41-00051B IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 1.60 CFS.
3. USE OF THIS RIGHT WITH RIGHT NO. 41-00051B IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 80 ACRES IN A SINGLE IRRIGATION SEASON.
4. 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.

Page 7

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Documentation of Ownership of the Current Place of Use

Warranty Deed

Is this property subject to any liens, deeds of trust, mortgages, or contracts or other encumbrances?

NO

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To your knowledge, has any portion of the water right undergone a period of five(5) or more consecutive years of non-use?

NO

Transfer No. 76277

Receipt No. _____

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3A**

Proposed Water Right No. 41-51B

Priority Date: April 02, 1910

Origin: Water Right

Basis: Decreed

Status: Active

Source: SNAKE RIVER**Tributary:** COLUMBIA RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
STOCKWATER	01/01 12/31	0.05 CFS		
IRRIGATION	04/01 10/31	0.85 CFS		
	Total Diversion	0.85 CFS		

Source and Point(s) of Diversion:

SNAKE RIVER L2 (SEWNNE) Sec. 15 Twp 09S Rge 29E POWER County

Describe the proposed diversion system

Point of Diversion # 1 Pump & mainline to sprinklers. Note delivery dependant on water being at confluence of Fall Creek.

PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	29E	14					18.8	3.5											22.3
09S	29E	15	7.1		22.8	19.8			.2	12.7						1.5			64.1
			L 1		L 9														

Total Acres: 86.4

Transfer No. 76277

Receipt No. _____

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3A**

Proposed Water Right No. 41-4013B

Priority Date: May 31, 1890

Origin: Water Right

Basis: Decreed

Status: Active

Source: SNAKE RIVER**Tributary:** COLUMBIA RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
STOCKWATER	01/01 12/31	0.05 CFS		
IRRIGATION	04/01 10/31	1.60 CFS		
	Total Diversion	1.60 CFS		

Source and Point(s) of Diversion:

SNAKE RIVER L2 (SEWNNE) Sec. 15 Twp 09S Rge 29E POWER County

Describe the proposed diversion system

Point of Diversion # 1 Pump & mainline to sprinklers. Note delivery dependant on water being at confluence of Fall Creek.

PLACE OF USE: IRRIGATION

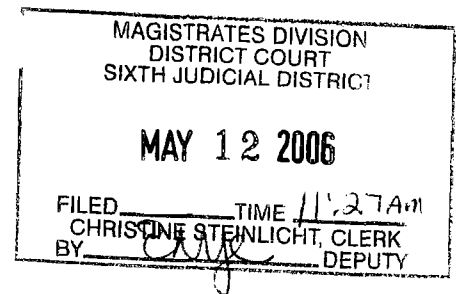
Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
09S	29E	14						18.8	3.5										22.3
09S	29E	15	7.1		22.8	19.8				.2	12.7					1.5			64.1
			L 1		L 9														

Total Acres: 86.4



T76266 Isaak

Ron Kerl, Esq. #1768
COOPER & LARSEN, CHARTERED
151 North Third Avenue, Suite 210
P.O. Box 4229
Pocatello, ID 83205-4229
Telephone: (208) 235-1145
Facsimile: (208) 235-1182
Email: ron@cooper-larsen.com



Attorney for Personal Representative Esther E. Isaak

**IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE STATE
OF IDAHO, IN AND FOR THE COUNTY OF POWER**

IN THE MATTER OF THE ESTATE OF:

**JENNIE LOIS OSBORN, a/k/a Jennie L.
Osborn, a/k/a Jennie Osborn,**

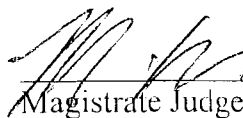
Deceased.

CASE NO. CV-2006-131
**LETTERS OF
ADMINISTRATION**

Esther E. Isaak is hereby appointed Personal Representative of the Estate of Jennie Lois Osborn, deceased, with all authority pertaining thereto. Administration of the Estate is unsupervised.

These Letters are issued to evidence the appointment, qualification, and authority of the Personal Representative.

WITNESS: Mark Beebe, Magistrate of the District Court, County of Power, State of Idaho,
with the seal of the Court affixed this 12 day of May, 2006.

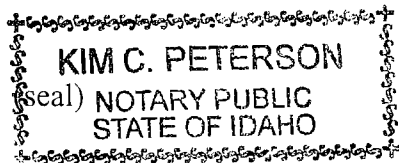

Magistrate Judge

STATE OF IDAHO)
County of Bannock) :ss

The undersigned, hereby accepts the appointment to the office of the Personal Representative of the Estate of Jennie Lois Osborn, deceased, and do solemnly swear that I will perform, according to law, the duties of Personal Representative of said Estate.


 Esther E. Isaak
 3235 South Isaak Lane
 American Falls, ID 83211
 (208) 226-2130

SUBSCRIBED AND SWORN to before me this 5 day of May, 2006.



Kim C. Peterson
NOTARY PUBLIC FOR IDAHO
 Residing at: Bannock Co
 My Commission Expires: 11-26-07

CLERK'S CERTIFICATE OF SERVICE

I HEREBY CERTIFY on the 10th day of May, 2006, I served a true and correct copy of the foregoing document as follows:

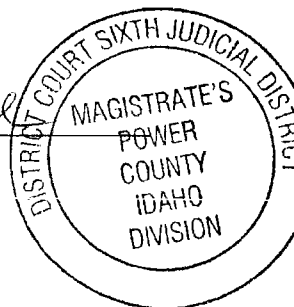
Norman G. Reece, Jr.
151 N. 3rd Ave., Ste., 309
Pocatello, ID 83201

☒ U.S. Mail, postage prepaid
☐ Hand Delivery
☐ Overnight Mail
☐ Facsimile

Ron Kerl
P.O. Box 4229
Pocatello, ID 83205-4229

[xx] U.S. Mail, postage prepaid
[] Hand Delivery
[] Overnight Mail
[] Facsimile

By: Emma Nye
Clerk



ADDENDUM AND UPDATE

Jennie Lois Osborn Trust

Oct 3, 2003

I, Jennie Lois Osborn, being of sound mind do hereby amend and modify in part the Jennie Lois Osborn Trust dated Sept. 28, 1992.

PARAGRAPH 4, page 1 shall be modified to read as follows;

Upon my death the Trust property shall be held in trust for the then living lineal descendants 1/3 interest each per stirpes except the following assets which my Successor Trustee is hereby directed, forthwith to transfer Title

Parcel #1 of Schedule A of Assets Page 1 to Esther Elvira Isaak.

also #1a of this page. (This is the Holdaway place)

Parcel # 2 and #10 to Minnie Lois Thomas (Lower) as shown on page 1 and 3 of Schedule A of Assets. Also parcel 2a this page. (This is the school section and town Lots)

Part of Parcel #3 Known as the "Neilson Place" to Melvin Lewis Osborn and Esther Osborn. Husband and wife. (See page 3 of Schedule A of Assets.)

Parcels A,B and C of #3 and all of #4 as shown on page 3 of distribution instructions shall be held in Trust. also parcels #5,6,7,8 and 9 to be held in Trust as long as possible and if possible kept in the family after Trust ends. Also #11 on this page. The Trust shall end at the end of 20 years after the Grantors death. This shall in nowise effect the other portions of the Trust.

PARAGRAPH # 12 page 2 of the Trust to be modified to include the following:

If any Beneficiary should try to bring action or protest this Trust they shall be given \$1 (one dollar) for their share and the rest divided equally with the then living lineal descendants per stirpes.

PARAGRAPH #11 shall be modified to read as follows:

Children listed in Order of Successor Trustee page 2.

1....Esther Elvira Isaak

2...Minnie Lois Thomas (Lower)

3... Honorary__ Melvin Lewis Osborn _whom I love dearly, is not physically able to perform such a duty.

4...In case neither of the above could act as Trustee ..Duane Isaak..a grandson..would be next in line. He would choose his Successor Trustee if the 20 years of the Trust is not up and distribution already given.

ADDITION to Schedule A of Assets. NWNE, NENW Sec. 13; Township 9S., R 29 E. Boise Meridian, Idaho. (to be kept in trust)

W1/2 Section 36, Township 9S, Range 29 East. (2a of Schedule A Assets)

All that part of the SWSW SEC 12 lying Northeast of the highway in T9S, R29E Boise Meridian, Idaho (to be kept in trust)

...Section 21: SENWNE,....Section 24: SENW, NESW, N1/2 SE Township 9 South, Range 29E Boise Meridian Idaho To be kept in trust (# 11 of Schedule A of assets)

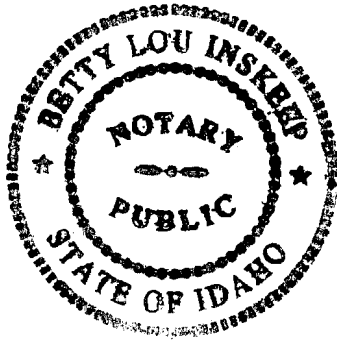
Section 14: SESE T9S, R29E BM. (1a of Schedule A of Assets.)



STATE OF IDAHO

COUNTY OF POWER

ON THIS 10TH DAY OF NOVEMBER, 2003, BEFORE ME BETTY LOU INSKEEP, A NOTARY, PERSONALLY
APPEARED JENNIE OSBORNE, PERSONALLY KNOWN TO ME TO BE THE PERSON WHOSE NAME IS
SUBSCRIBED TO THE ATTACHED INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME



Betty Lou Inskeep
NOTARY PUBLIC

MY COMMISSION EXPIRES 11-3-2004

ADDENDUM AND UPDATE
JENNIE LOIS OSBORN TRUST
(Dated Sept. 1995)

July 23, 2008

Jennie Lois Osborn Passed away November 28, 2003 with a Revocable Living Trust firmly in place. Esther Isaak , Her daughter was appointed by her to be the Trustee with full powers .She designated the Holdaway Place should be deeded to Esther E. Isaak, The Neilson, irrigation, place to Melvin Lewis Osborn and 2 lots in American Falls and the School section to Minnie Lois Thomas (Lower). The remainder to be kept in Trust and profits shared each year. Everything else 1/3 each . Not to be sold for 20 years.

Esther Osborn, Mel's Wife got Power of Attorney from Mel. She put him in a home because of his Parkinsons Disease and Sued the Trust and Family for all of the estate. They claimed it was to be given to them. It took 5 years and a lot of money to finally come to an agreement Through a judge mediator. Mel was allowed to speak for himself. The agreement arrived at on March ,2008.

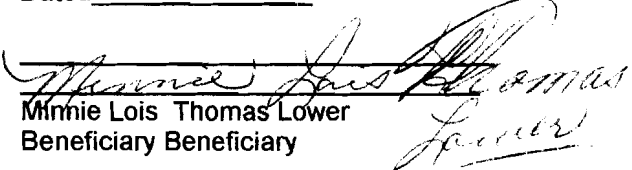
Esther Isaak and Lois Lower were accused of things they never even heard of. We have to say that.... WE gave Mel The Heglar Place(Sayre Place), Neilson place, 80 acres original US ground adjoining the Neilson place and \$400,000 cash. Some machinery. Inheritance tax all paid. (40% Of value.....) We also agreed to square up some land by the river. It has been surveyed according to the map drawn in the mediation agreement. We had to borrow personally to pay the cash.

The agreement gives EVERYTHING else to Esther E Isaak and Minnie Lois (Thomas) Lower equally. That means personal effects and all...

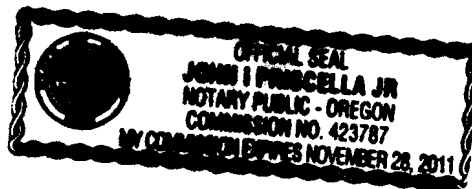
THE AGREEMENT IS NOW MADE A PART OF THIS TRUST AS ONE DOCUMENT. THIS DOES NOT EFFECT THE BALANCE OF THE TRUST REQUIREMENTS.

Dated _____

Dated 8-7-08


Minnie Lois Thomas Lower
Beneficiary Beneficiary

Esther E. Isaak, Trustee and



QUIT-CLAIM DEED

THIS INDENTURE is made this 27 day of July, 2008, by Esther E. Isaak duly appointed Personal Representative; ESTHER E. ISAAK, and MINNIE LOIS LOWER, f/k/a Minnie Lois Thomas, individually and as surviving heirs, devisees and beneficiaries of the Trust and of the Estates, herein designated as Grantor, and THE JENNIE LOIS OSBORN TRUST, Esther E. Isaak, Trustee, designated as Grantee:

Grantor, for valuable consideration, does by these present, demise, Release and forever Quit Claim unto Grantee and their assigns forever, the following described premises in County of Cassia. State of Idaho, bounded and more particularly described as follows, to wit:

(SEE EXHIBIT A ATTACHED)

Together with all singular and 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 Grantee and to their heirs or assigns forever.

IN WITNESS WHEREOF, the said Grantor have hereunto set hand and seal the day and year above written.

THE ESTATE OF GEORGE H. OSBORN

Dated 2-27-09

BY: Esther E. Isaak Personal Rep
Esther E. Isaak, Personal Representative

Dated 2-27-09
OSBORN

THE ESTATE OF JENNIE LOIS
BY: Esther E. Isaak Personal Rep
Esther E. Isaak, Personal Representative

Dated 2-27-09

Esther E. Isaak
Esther E. Isaak, Individually

Dated 8-7-08

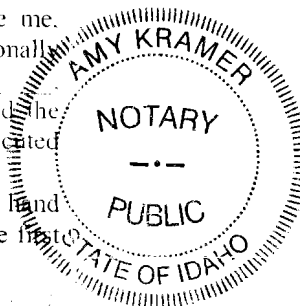
Minnie Lois Lower
Minnie Lois Lower aka
Minnie Lois Thomas

State of: IDAHO)
) ss.
County of: CASSIA)

On this 17 day of February, 2009, before me, Amy Kramer, a notary public in and for said State, personally appeared Esther E. Isaak known or identified to me to be the person[s] who executed the instrument, and acknowledged to me that he [she] [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 in to above written.

Notary Public: Amy Kramer
Residing at: Burley, Idaho 83318
My Commission Expires: 02/19/2014



Quit claim--- Personal Representatives

P2

STATE OF IDAHO)

ss

County of)

On this ____ day of _____, 2008, before me the undersigned Notary Public in and for the said County and State, personally appeared Esther E. Isaak, known or identified to me to be Esther E. Isaak, and the duly appointed and acting Personal Representative of The Estate of George H. Osborn and the Estate of Jennie Lois Osborn. and being by me first duly sworn, declared that statements therein are true and acknowledged to me that she executed the same on behalf of herself, individually, and on behalf of said Trust and Estates.

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

NOTARY PUBLIC for Idaho

Residing at: _____ County

Commission expires _____

STATE OF OREGON)

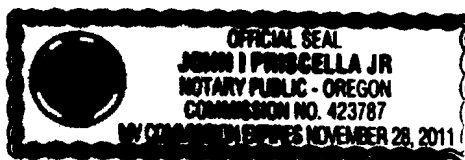
ss

County of Malheur)

On this 7 day of August, 2008, before me, the undersigned Notary Public in and for said County and State, personally appeared Minnie Lois Lower f/k/a Minnie Lois Thomas, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declare that the statements therein are true, and acknowledged to me that she executed the same.

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

John L. Priscella Jr
NOTARY PUBLIC for Oregon
Residing at: Ontario Wells Fargo
Commission expires 11/28/2011





United States Department of the Interior

BUREAU OF RECLAMATION

Snake River Area Office
1359 Hansen Avenue
Burley, Idaho 83318-1821

MAR 03 2009

IN REPLY REFER TO:

SRA-6315
LND-6.00

Messrs. Isaak
3298 Isaak Loop
American Falls, ID 83211

Subject: Agricultural Lease – Contract No. 9-07-14-LA618

Dear Messrs. Isaak:

Enclosed are two copies of a new one (1) year lease. If you agree with the current terms and conditions, please sign and return both copies, along with your 2009 payment to this office by March 31, 2009. After the contract is processed, a copy will be returned for your files.

The sum of \$1,290.00 ($\$154.50 \times 7.8 \text{ acres} = \$1205.00$ lease amount for the 2009 season plus one time \$85.00 administrative fee) is due for the period ending February 28, 2010.

Due to current concerns over water availability in the area, agricultural leases will be reviewed and issued on an annual basis.

You may contact Realty Specialists, Yvonne Daniel at 208-678-0461, extension 31, or Laura Crandall, at extension 11, with questions or concerns regarding this lease.

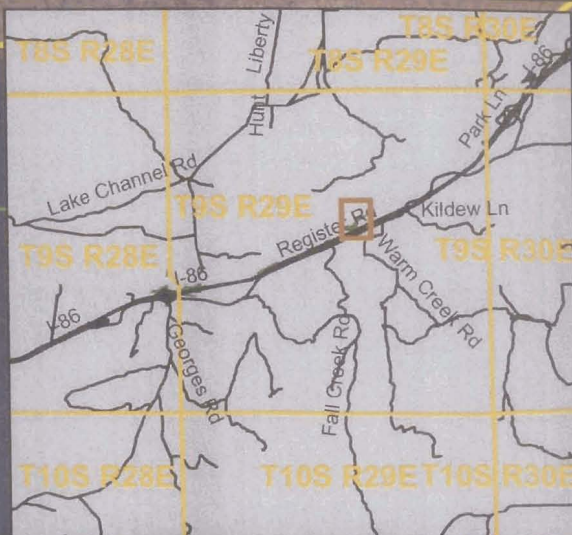
Sincerely,

Robert L. "Hap" Boyer
Natural Resource Manager

Enclosures



Isaak Ag Lease
Contract #9-07-14-LA618
7.8-Total Acres



T9S R29E

0.69 Acres

15

6.06 Acres

Legend

-  USBR Fee Land
-  Leases

Exhibit A-2

The US Bureau of Reclamation property boundaries, which may be displayed on this map, are not legal land survey records. This data can not be used as a substitute for a legal land survey. They can be used for record keeping, mapping, graphics and planning purposes only. No warranty is made by the Bureau of Reclamation for use of this data.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
MINIDOKA PROJECT – IDAHO

ONE YEAR LEASE OF LAND FOR AGRICULTURAL PURPOSES

THIS LEASE, made this 1st day of March, 2009, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, represented by the officer executing this lease, and **Lamar Isaak and Duane Isaak**, 3298 Isaak Loop, American Falls, Idaho, 83211, hereinafter styled the Lessee.

2. WITNESSETH, that in consideration of the rents and covenants herein specified, it is hereby mutually agreed by the parties hereto as follows:

3. Description of land leased – Subject to the conditions hereinafter set forth, the United States does hereby lease to the Lessee, for **agricultural** purposes, the following-described premises in the State of Idaho, to wit:

Township 9 South, Range 29 East, Boise Meridian

Section 15: Portion Lot 8,
Portion SE $\frac{1}{4}$ NW $\frac{1}{4}$,
Portion Lot 11

Section 19: Lot 14
Lot 17

(See attached maps, Exhibit A-1, and Exhibit A-2 – 7.8 total irrigated agricultural)

GRAVITY DIVISION

containing 7.8 acres, more or less, with privileges and appurtenances, subject, however, to the exceptions and reservations set out in the next succeeding article.

4. Exceptions and reservations – There are excepted and reserved from the lease of the premises described in article 3, the following:

- (a) All lands to which other rights have lawfully attached before the date of this lease.
- (b) The right to remove from said lands any or all timber, both standing and down.
- (c) The right to take from said lands material for the construction of irrigation works, and to construct, operate, and maintain such works thereon.
- (d) The right to prospect and carry on developments for oil, gas, coal, and other minerals, on said lands, under the act of October 2, 1917 (40 Stat. 297), the act of February 25, 1920 (41 Stat. 437), and the act of October 21, 1976 (90 Stat. 2757).
- (e) A right-of-way along all section lines, or other practicable routes when locations on section lines are not feasible, freely to give ingress to, passage over, and egress from all of said lands.
- (f) A right-of-way for any facilities constructed by or for the United States and the right of the United States to grant easements, licenses, or rights-of-way affecting the leased premises.
- (g) The United States reserves the right of its officers, agents, and employees at all times to have unrestricted access and ingress to, passage over, and egress from all of said lands, to make investigations of all kinds, dig test pits and drill test holes, and to survey for and construct reclamation and irrigation works

and other structures incident to Federal Reclamation Projects, or for any purpose whatsoever. Reclamation will make every reasonable effort to keep damage to a minimum.

(h) The Lessee will comply with County, State, and Federal health, sanitation, and pollution standards and/or regulations.

(i) There is reserved to the United States and the District, their successors and assigns, the prior right to use any of the right-of-way wherein described to construct, operate, and maintain all structures and facilities, including, but not limited to canals, wasteways, laterals, ditches, roadways, electrical transmission lines, communication structures generally, substations, switchyards, powerplants, fish screens, fish ladders and other appurtenant irrigation and power structures and facilities, without any payment made by the United States, or their successors for such rights.

5. Term of lease – The lease of the premises described shall be for the period from March 1, 2009, to February 28, 2010, inclusive, unless sooner terminated as hereinafter provided.

6. Rental charges – The Lessee shall pay to the United States rental charges for the premises described as follows: The sum of \$1,290.00 ($\$154.50 \times 7.8 \text{ acres} = \$1205.00$ lease amount for the 2009 season plus \$85.00 administrative fee) on the date hereof for the period ending February 28, 2010.

7. Repairs – The Lessee shall, at his own cost and expense, keep in a state of good repair such fences and ditches as may be located on the leased premises.

8. Any activity deemed to be illegal on Federal lands will be cause for immediate termination of the use authorization.

9. Miscellaneous conditions – In the use of the leased premises the Lessee shall faithfully observe the following conditions, and each of them:

(a) All grain stubble will be left standing in the field over the winter – no burning of stubble is allowed.

(b) The Lessee shall conduct his grazing and agricultural operations in such a manner as not to interfere in any manner with the utilization or management of adjacent lands owned or operated by persons other than the lessee and agrees to construct, without cost to the United States, such fences and cattle guards as may be necessary to insure compliance with this condition. No fence, with or without gates, shall be constructed upon or across the right-of-way of any canal or lateral operated or controlled by the United States. Fences constructed by the Lessee may be removed by him at any time during the term of the lease. All fences remaining on the leased premises for a period of 30 days after expiration or termination of the Lessee's lease rights will, at the option of the Contracting Officer, become the property of the United States.

(c) No waste shall be committed.

(d) The Lessee shall release and relinquish any and all claims which he at any time may have or claim to have against the United States, its officers, agents and employees on account of injury to or loss of animals pastured or loss of or damage to growing crops pursuant to the lease which may be caused or claimed in whole or in part by the existence or condition of reservoirs or other irrigation and flood control works or by any cause whatsoever.

(e) All straw and manure produced by operations on the leased premises shall be distributed on the premises. The Lessee hereby agrees to make such distribution and agrees also to remove or to permit the removal of the same from the leased premises.

(f) The Lessee shall guard against excessive use and waste of water which might result in erosion or other damage to the leased premises or to adjacent lands and shall keep the leased premises reasonably free from all noxious weeds.

(g) The Lessee shall keep all lands leased for agricultural purposes under crop during the growing season in order that the cultivated land will be subjected to a minimum amount of wind erosion. Subsequent to the harvesting of crops, the Lessee, if requested by the officer of the United States executing this lease, or his duly appointed representative, shall, without cost to the United States, furnish the seed and plant the entire cultivated portion of the leased premises to a permanent vegetative cover. Reclamation would work with NRCS to develop seed mixes and application rates. Subsequent action would be in

accordance with the general practices in planting said seed mix, and to the satisfaction of the aforementioned officer of the United States.

(h) The Lessee shall not plow, disk, or otherwise cultivate or disturb any lands leased for grazing purposes without first obtaining the written approval of such action from the Contracting Officer.

(i) Hunting and fishing by the public will not be restricted by the Lessee.

(j) The parties agree that the delivery of irrigation water pursuant to this contract is subject to the acreage and ownership limitation and pricing provisions of Reclamation law, as amended and supplemented, including but not limited to the Reclamation Reform Act of 1982 (Public Law 97-293).

(k) The contractor further agrees to abide by final rules and regulations promulgated by the Secretary of the Interior covering the enforcement and administration of said limitations and provisions of Reclamation law as amended and supplemented by the reclamation Reform Act of 1982, including the payment of full costs as provided therein.

(l) No farming will be conducted within a distance of 75 feet measured from the top edge of the reservoir bank. This exclusion will include, but is not limited to, irrigating, plowing, disking, or cultivating the land.

(m) Annually, following the irrigation season, a crop census will be requested. The Lessee agrees to complete and return the crop reporting information to Reclamation.

10. Water Rights – The United States does not have a water supply for the agricultural lands covered under this lease. When irrigation occurs, the Lessee is required to have a legal right to irrigate these lands.

(a) The Lessee agrees to release the United States from any responsibility or obligation for providing now, or after termination of this lease, a water supply of any kind, pressure or particular water quality. Further, the Lessee agrees to release the United States from any future liability or obligation due to injury, damage or loss of Lessee's water rights, whether leased or owned, from the future termination of this lease. The Lessee will not receive any vested right, title, or interest in the lands or water rights owned by the United States. Nor shall the United States receive any vested right, title, or interest in the Lessee's water right.

(b) Should the Lessee sell, convey, transfer, or assign the water right, the places of use on lands of the United States, shall not be conveyed with such water right. Any deed or other instrument reflecting the conveyance, sale, transfer, or assignment of such water right shall state that these places of use are not included in such conveyance. Should the lease and the Lessee fail to take any action to transfer this portion of the water right to other places of use, the parties would consider that portion of the water right abandoned.

11. Pest Control

(a) The Lessee shall not permit the use of any pesticides on Federal lands without prior written approval by Reclamation. The Lessee shall submit to Reclamation for approval an Integrated Pest Management Plan (IPMP) thirty (30) days in advance of pesticide application.

(b) All pesticides used shall be in accordance with the current registration, label direction, or other directives regulating their use (State Department of Agriculture, Department of Ecology, OSHA, etc.) and with applicable Reclamation policy and directives and standards. Applicators will meet applicable State training or licensing requirements. Records maintenance shall be in accordance with State requirements and such records shall be furnished to Reclamation not later than five (5) working days after any application of a pesticide.

(c) Any equipment, tools, and machines used for pesticide application shall be in good repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and as deemed necessary by Reclamation.

(d) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter storm drains, sewers, or other non-target areas.

(e) The Lessee shall initiate any necessary measures for containment and cleanup of pesticide spills. Spills shall be reported to the Contracting Officer with full details of the actions taken. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the spill if it is an emergency, or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(f) Aerial application of pesticides is prohibited without prior written consent by Reclamation's designated representative.

(g) The Lessee agrees to include the provisions contained in paragraphs (a) through (f) of this Article in any subcontract or third-party contract it may enter into pursuant to this contract.

12. Hazardous Materials

(a) The Lessee may not allow contamination or pollution of Federal lands, waters or facilities and for which the Lessee has the responsibility for care, operation, and maintenance by its employees or agents and shall take reasonable precautions to prevent such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

(b) The Lessee shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters, or facilities.

(c) "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., and the regulations promulgated pursuant to that Act.

(d) Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters or facilities, the Lessee shall initiate any necessary emergency measures to protect health, safety and the environment and shall report such discovery with full details of the actions taken to the Contracting Officer. Reporting may be within a reasonable time period. A reasonable time period means within twenty-four (24) hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

(e) Violation of any of the provisions of the Article, as determined by the Contracting Officer, may constitute grounds for termination of this contract. Such violations require immediate corrective action by the Lessee and shall make the Lessee liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

(f) The Lessee agrees to include the provisions contained in paragraphs (a) through (e) of this Article in any subcontract or third-party contract it may enter into pursuant to this contract.

(g) Reclamation agrees to provide information necessary for the Lessee using reasonable diligence, to comply with the provisions of this Article.

13. Discovery of Cultural Resources -Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters or facilities, the lessee, shall initiate any necessary emergency measure to protect health, safety and the environment and shall report such discovery with full details of the actions taken to the Contracting Officer. Reporting may be within a reasonable time period. A reasonable time period means, within twenty-four (24) hours of the time of discovery if it is an emergency, or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.

14. Transfer of Lease – Neither this lease nor any interest therein shall be transferred by the Lessee without the written consent of the United States made by the officer executing this lease on behalf of the Government and until payment has been made to the United States to cover the expense of approving such transfer.

15. Termination of Lease – This lease will terminate and all rights of the Lessee hereunder will cease, and the Lessee will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

(a) At the expiration of the term as provided by Articles 5; or

(b) After failure of the Lessee to observe any of the conditions of this lease, and on the tenth day following service of written notice on the Lessee of termination because of failure to observe such condition.

The notices provided by this article will be served by certified mail addressed to the respective post office addresses given in Article 16 (Notices), and the mailing of any such notice properly enclosed, addressed, stamped, and certified, will be considered service.

If this lease is terminated under Article 15 (b), the United States reserves the right to bar the Lessee from the authorization to use acquired or withdrawn public land on the Minidoka Project for a period of time, as determined by the Area Manager.

16. Notices

(a) All notices required or desired to be given under this Agreement shall be in writing and may be delivered by personal delivery or by deposit in the United States Mail, postage prepaid, as certified mail, return receipt requested and addressed as follows:

Assistant Area Manager
Snake River Area Office – East
Bureau of Reclamation
1359 Hansen Avenue
Burley, Idaho 83318
(208) 678-0461

(b) Any notice delivered by personal delivery shall be deemed received by the addressee upon actual delivery. Any notice delivered by certified mail shall be deemed received by the addressee on the third business day after deposit. The addresses to which notices are to be delivered may be changed by giving notice of such change in accordance with this paragraph. This paragraph shall apply where notice is required under this lease, and no specific requirements are set forth. Where this lease provides for a specific notice in a different manner, the more specific requirements shall prevail.

(c) The parties hereby designate the Assistant Area Manager and LaMar Isaak and Duane Isaak, as their authorized representatives for this lease. These individuals shall have the authority to take any action allowed or required under this lease, on behalf of their employer. The parties may change their designated representatives at any time by giving notice of such change in accordance with Article 16 (a) above.

17. Removal of Structures – Upon the expiration, termination, or revocation of this lease, if all rental charges and damage claims due Reclamation have been paid, the Lessee shall remove all structures, equipment, or other improvements made by it from the premises at no cost to the United States. Upon failure to remove any such improvements within sixty (60) days of expiration, termination, or revocation, any remaining improvements shall, at the option of the United States, be removed or become the property of the United States. The Lessee shall pay all expenses of the United States, or its assigns, related to removal of such improvements.

18. Officials Not To Benefit – No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.

19. Hold Harmless Clause – The Lessee hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Lessee's activities under this agreement.

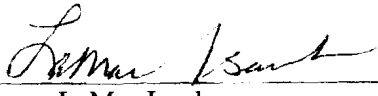
20. Severability – Each provision of this use authorization shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this use authorization shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the use authorization as a whole.

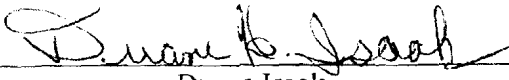
21. Successors in Interest Obligated – The provision of this lease shall apply to and bind the assigns of the United States, and the heirs, executors, administrators, and assigns of the Lessee.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first above written.

UNITED STATES OF AMERICA

By _____
Bureau of Reclamation
1359 Hansen Avenue
Burley, Idaho 83318

LESSEE 
LaMar Isaak
3298 Isaak Loop
American Falls, Idaho 83211
Phone 208-226-2618

LESSEE 
Duane Isaak

(Address) 3238 Isaak Loop
American Falls ID. 83211
Cell 208-760-9990

THIS INSTRUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE COMPANY AS AN
ACCOMMODATION ONLY AND HAS NOT BEEN
EXAMINED AS TO ITS EXECUTION OR AS
TO ITS EFFECT UPON THE TITLE.

QUITCLAIM DEED

For Value Received *Lamar & Violet Isaak Husband & Wife*

do hereby convey, release, remise and forever quit claim unto

Lamar & Violet Isaak Husband & Wife

Duane Isaak a single man

the following described premises, to-wit:

See attached legal description

TOGETHER WITH THEIR APPURTENANCES.

DATED: *03-13-09*

Lamar Isaak

Violet Isaak

STATE OF IDAHO, COUNTY OF *Bannock*
ON THIS *13th* DAY OF *March*, 2009
BEFORE ME, A NOTARY PUBLIC IN AND FOR
SAID STATE, PERSONALLY APPEARED

Lamar Isaak &

Violet Isaak

KNOWN TO ME TO BE THE PERSON WHO

RECORDING INFORMATION

NAME are SUBSCRIBED TO THE WITHIN
INSTRUMENT, AND ACKNOWLEDGED TO ME
THAT they EXECUTED THE SAME

Marti A. Ottley

NOTARY PUBLIC

RESIDING AT INCOMED, IDAHO
COMM. EXPIRES 8/15/2012

MARTI A. OTTLEY
NOTARY PUBLIC
STATE OF IDAHO

Instrument # 195800

POWER COUNTY, IDAHO

3-16-2009

10:53

No. of Pages: 2

Recorded for: FIRST AMERICAN TITLE

CHRISTINE STEINLICHT Fee: 6.00

Ex-Officio Recorder Deputy

Linda Ann

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, ALL LYING NORTH AND WEST OF THE HIGHWAY IN SECTION 14, TOWNSHIP 9 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

ALSO:

LOTS 9 AND 10, THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW1/4SE1/4) AND THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4NE1/4), ALL LYING NORTH AND WEST OF INTERSTATE 86 AND COUNTY ROAD IN SECTION 15, TOWNSHIP 9 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

EXCEPTING THEREFROM THE FOLLOWING:

A parcel of land in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 15, Township 9 South, Range 29 East of the Boise Meridian, Power County, Idaho, described as follows:

Commencing at the South Quarter Corner (S $\frac{1}{4}$) of said Section 15;

Thence, N 00°05'25" W, along the North-South centerline of said Section, 2610.17 feet to the Northeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence, N 89°36'35" W, along the North line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$, a distance of 1050.72 feet to a Bureau of Reclamation Brass Cap stamped 1912, said point being the TRUE POINT OF BEGINNING;

Thence, S 00°39'42" E, 757.59 feet to a point on the NW'ly right-of-way line of Interstate 86, said point being marked with a $\frac{1}{2}$ " rebar and plastic cap stamped PLS 843;

Thence, S 65°52'14" W, along said right-of-way line, 274.09 feet to the West line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence, N 00°39'42" W, leaving said right-of-way line, 871.36 feet to the Northwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence, S 89°36'35" E, along the North line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$, a distance of 251.46 feet to the TRUE POINT OF BEGINNING, said parcel containing 4.70 acres more or less.

THIS INSTRUMENT FILED FOR RECORD BY
FIRST AMERICAN TITLE COMPANY AS AN
ACCOMMODATION ONLY AND HAS NOT BEEN
EXAMINED AS TO ITS EXECUTION OR AS
TO ITS EFFECT UPON THE TITLE.

FURNISHED BY First American Title Company, Inc.

WARRANTY DEED

For Value Received *Lamar & Violet Isaack husband & wife*

the grantor, do hereby grant, bargain, sell, and convey unto *Jenny Lois Osborn Trust*

the grantee, whose current address is *3235 Isaack Lane*
American Falls Idaho
83211

the following described premises, to-wit: *See attached exhibit A*

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that he the owner in fee simple of said premises; that said premises are free from all incumbrances except as hereinabove set forth and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: 03-13-09

Lamar Isaack

Violet Isaack

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee ,
heirs and assigns forever. And the said Grantor do hereby covenant to and
with the said Grantee , that he the owner in fee simple of said premises; that said
premises are free from all incumbrances except as hereinabove set forth and that he will warrant and
defend the same from all lawful claims whatsoever.

Dated: 03-13-09

Lamar Isack

Violet Isack

STATE OF IDAHO, COUNTY OF Bannock 2009
On this 13th day of March, 1909,
before me, a notary public in and for said State, personally
appeared

Lamar Isack +
Violet Isack

known to me to be the persons whose name
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Marti A. Ottley

Notary Public

Residing at Idaho, Idaho
Comm. Expires 8/15/2012

Instrument # 195799

POWER COUNTY, IDAHO

3-16-2009 10:52:30 No. of Pages: 2

Recorded for : FIRST AMERICAN TITLE

CHRISTINE STEINLICHT Fee: 6.00

Ex-Officio Recorder Deputy

Linda Annin

MARTI A. OTTLEY
NOTARY PUBLIC
STATE OF IDAHO

SNAKE RIVER SURVEYING, INC.

460 Lincoln Street, Suite C
American Falls, Idaho 83211
Phone (208) 226-5764, Fax (208) 226-5767



27084-4.70

Jennie Lois Osborn Trust
& Melvin Osborn

4.70 Acres

Date: April 7, 2008

A parcel of land in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 15, Township 9 South, Range 29 East of the Boise Meridian, Power County, Idaho, described as follows:

Commencing at the South Quarter Corner (S $\frac{1}{4}$) of said Section 15;

Thence, N 00°05'25" W, along the North-South centerline of said Section, 2610.17 feet to the Northeast corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence, N 89°36'35" W, along the North line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$, a distance of 1050.72 feet to a Bureau of Reclamation Brass Cap stamped 1912, said point being the TRUE POINT OF BEGINNING;

Thence, S 00°39'42" E, 757.59 feet to a point on the NW'ly right-of-way line of Interstate 86, said point being marked with a $\frac{1}{2}$ " rebar and plastic cap stamped PLS 843;

Thence, S 65°52'14" W, along said right-of-way line, 274.09 feet to the West line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence, N 00°39'42" W, leaving said right-of-way line, 871.36 feet to the Northwest corner of said NE $\frac{1}{4}$ SW $\frac{1}{4}$;

Thence, S 89°36'35" E, along the North line of said NE $\frac{1}{4}$ SW $\frac{1}{4}$, a distance of 251.46 feet to the TRUE POINT OF BEGINNING, said parcel containing 4.70 acres more or less.