

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 70663APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of applicant Andrew E. Povey (Andy Povey) Phone 208 226 1010Post Office address 2602 Povey Road American Falls, Idaho 83211

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe the reason for the proposed changes Provide a ground water source at the new place of use

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Right Number Priority Amount (cfs/ac-ft) Nature of Use Period of Use
- | | | | | |
|----------------|-------------------|-----------------|-------------------|---------------------------|
| <u>35-2391</u> | <u>12/20/1954</u> | <u>3.44/688</u> | <u>Irrigation</u> | <u>4-1</u> to <u>11-1</u> |
| <u>35-7777</u> | <u>1/24/1978</u> | <u>1.77/416</u> | <u>Irrigation</u> | <u>4-1</u> to <u>11-1</u> |
| _____ | _____ | _____ | _____ | _____ to _____ |
| _____ | _____ | _____ | _____ | _____ to _____ |
2. Total amount of water being transferred 5.21 cubic feet per second and/or 1104 acre-feet per annum.
3. Source of water Ground water tributary to _____
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	NW	NW	NE	35	6S	29E	Power	

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6S	29E	35	34.5	34.5	34.5	34.5	34.5	34.5	34.5	34.5									276

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PART 1

6. General Information:

a. Description of diversion system Well and mainline to two (2) center pivot sprinkler systems.

b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

☒ Yes ☐ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.

c. Describe the effect on the land now irrigated if the place of use is changed pursuant to this transfer:

The lands now irrigated under these two water rights will be dried up and no
longer irrigated.

d. Remarks:

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____

And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19 _____.

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Page 1

Transfer No. 70663
Receipt No. _____

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

Current Water Right No. 35-2391

Priority Date: 12/20/1954
Origin: Water Right
Basis: Decreed
Status: Active

Source: GROUND WATER

Tributary to:

Beneficial Use	From	To	Diversion Rate	Volume	Subuse Code
IRRIGATION	4/01	11/01	3.44 CFS		
Total Diversion			3.44 CFS		

Source and Point(s) of Diversion:

GROUND WATER SESENE 01S 33E 28 BINGHAM

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	
01S 33E 27							39.0	40.0				39.0					118.0
01S 33E 28			40.0	39.0										39.0	40.0		158.0

Total Acres: 276

Conditions/Remarks:

1. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 172 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. USE OF THIS RIGHT WITH RIGHT NO. 35-07777 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 276 ACRES IN A SINGLE IRRIGATION SEASON.
2. USE OF THIS RIGHT WITH RIGHT NO. 35-07777 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 5.21 CFS, A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 1104 AF.
3. RIGHT NO. 35-07777 IS ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE.
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.

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

Current Water Right No.: 35-2391

Documentation of Ownership of the Current Place of Use:

Knudsen Poor Farms, Inc.

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

No

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

All irrigated acreage will be dried up.

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

Yes

1987 - 2003 Government CRP Program - Expires September 2003

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

Current Water Right No. 35-7777

Priority Date: 01/24/1978
Origin: Water Right
Basis: Decreed
Status: Active

Source: GROUND WATER

Tributary to:

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Volume</u>	<u>Subuse Code</u>
IRRIGATION	4/01 11/01	1.77 CFS		
	Total Diversion	1.77 CFS		

Source and Point(s) of Diversion:

GROUND WATER SESENE 01S 33E 28 BINGHAM

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	
01S 33E 27							39.0	40.0			39.0						118.0
01S 33E 28			40.0	39.0									39.0	40.0			158.0

Total Acres: 276

Conditions/Remarks:

1. RIGHT NO. 35-02391 IS ALSO DIVERTED THROUGH THE POINT OF DIVERSION DESCRIBED ABOVE.
2. USE OF THIS RIGHT WITH RIGHT NO. 35-02391 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 5.21 CFS, A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 1104 AF.
3. THIS RIGHT IS LIMITED TO THE IRRIGATION OF 104 ACRES WITHIN THE PLACE OF USE DESCRIBED ABOVE IN A SINGLE IRRIGATION SEASON. USE OF THIS RIGHT WITH RIGHT NO. 35-02391 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 276 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.

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

Current Water Right No.: 35-7777

Documentation of Ownership of the Current Place of Use:

Knudsen Poor Farms, Inc.

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

No

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

All irrigated acreage will be dried up.

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

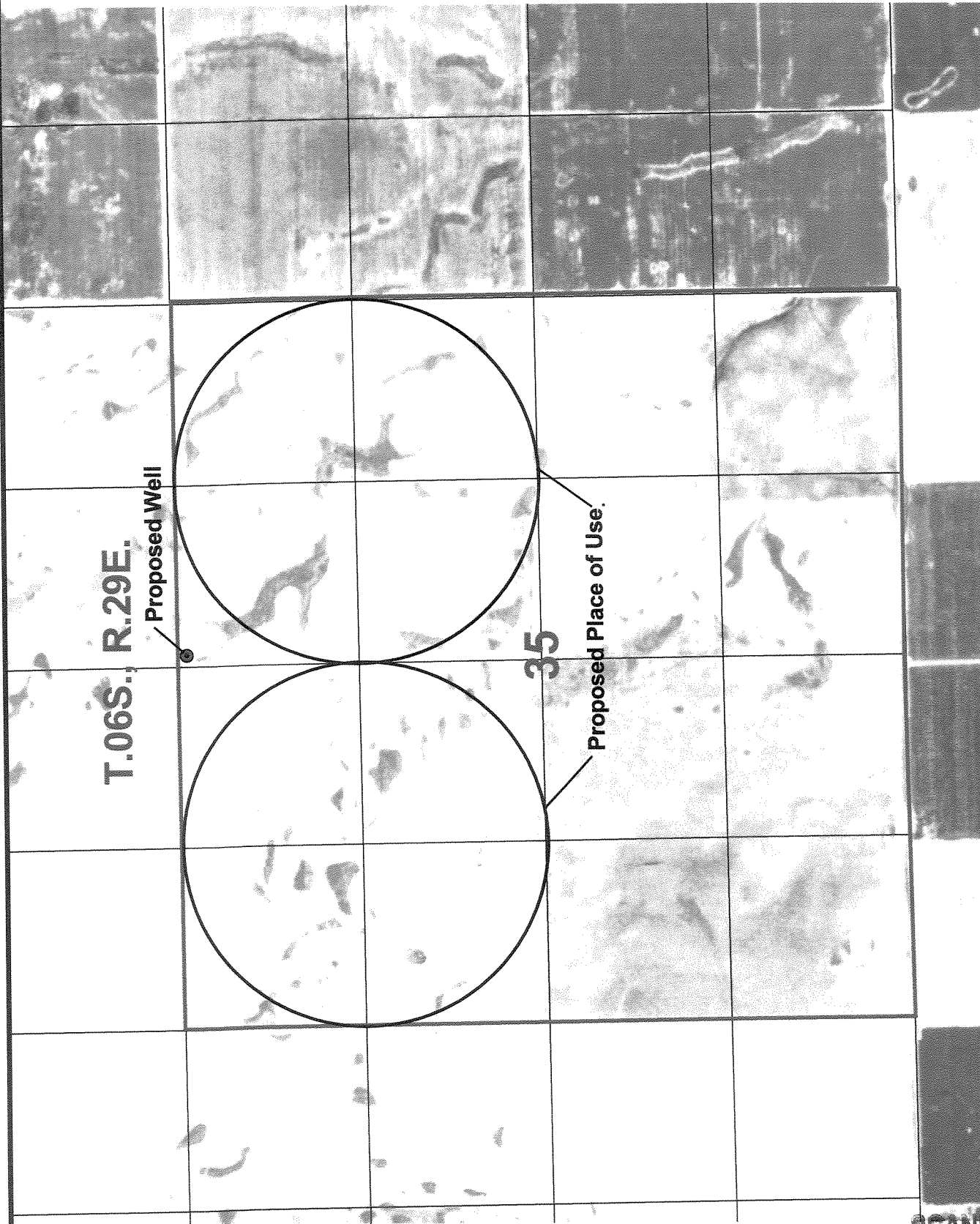
Yes

1987 - 2003 Government CRP Program - Expires September 2003

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Well.shp
Pivots.shp
Sections.shp
40's.shp

POVEY, ANDY
Water Right Transfer (TO:)
1987 Infrared Photo

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PART 3

B. CHANGES IN NATURE OF USE

1. New Nature of Use Amount Hours/days/year Period of Use
(cfs/ac-ft)
- _____ to _____
_____ to _____
2. Quantity and quality of return flows and location of discharge:
None
3. Describe the effects on other water uses resulting from the proposed change:
None

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.

Subscribed and sworn to before me this 26th day of June, 192003

Andrew E. Porey
(Signature of Applicant)

Wendy J. Murphy
(Notary Public)

My commission expires 6/23/06

FOR DEPARTMENT USE ONLY

Transfer contains 8 pages and 56 attachments

Received by KCW Date 6/26/03 Protest filed by _____

Prelim. check by KCW Fee \$450.00 E028932

Receipted by KCW Date 6/26/03

Published in Power County Press Copies of protest forwarded by _____

Pub. dates Oct 22 & 29, 2003 Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ Approval ☐ Denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

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J# 70663

WARRANTY DEED

In consideration of ONE DOLLAR (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged by Grantor, **Lillian Funk**, the Grantor hereby grants, bargains, sells, conveys and warrants unto **Andrew E. Povey and K. Brooke Povey, husband and wife** the Grantee whose current address is:

2602 Povey Road, American Falls, Idaho 83211

the following described property:

N.E. 1/4 of Section 35, Township 6 South, Range 29 East, Power County, Idaho

RPD0136-00

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; are free from all encumbrances and that it will warrant and defend the same from all lawful claims whatsoever.

SUBJECT TO: Current General Taxes, a lien in the process of assessment, not yet due or payable. Easements, restrictions, reservations, provisions of record, and Assessments, if any.

Dated:

Lillian Funk
Lillian Funk

State of Idaho

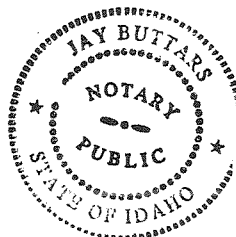
ss.

County of Bannock

On this, 30 day of May 2003, before me, Jay Butters personally appeared, Lillian Funk known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS MY HAND AND OFFICIAL SEAL.

Jay Butters
Notary Public
Residing In: Pocatello, ID 83400
Commission Expires: 10-15-04



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ATTACHMENT T 70663 OF 20
50

21. That the following parties join in this instrument to perfect the lien offered as security for the loan, but assume no liability for payment of the indebtedness described in the Loan Documents except for that arising under paragraph seven (7) above: Lillian A. Funk, a single person.

Andrew E. Povey

Andrew E. Povey

K. Brooke Povey

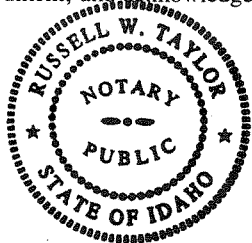
K. Brooke Povey

Lillian A. Funk

Lillian A. Funk

STATE OF Idaho)
County of Power)ss.

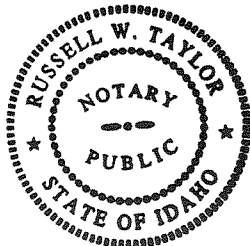
On this 29th day of May, 2003, before me personally appeared Andrew E. Povey, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Russell W. Taylor
Printed name Russell W. TAYLOR
Notary Public for the State of Idaho
Residing at American Falls
My commission expires 2-11-2006

STATE OF Idaho)
County of Power)ss.

On this 29th day of May, 2003, before me personally appeared K. Brooke Povey, to me known to be the person(s) described in and who executed the within instrument, and acknowledged that he/she executed the same as his/her free act and deed.



Russell W. Taylor
Printed name Russell W. TAYLOR
Notary Public for the State of Idaho
Residing at American Falls
My commission expires 2-11-2006

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June 27, 2003

To Whom It May Concern:

I am going to sell Andy Povey water rights to transfer to his ground in Power County.

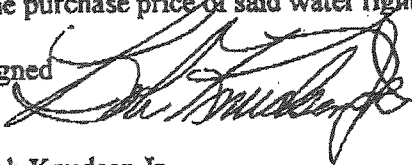
The water rights are coming from some ground I own in Bingham County. The water rights I am selling are used for irrigation. There numbers are:

35-2391 (1954 priority with 3.44/688 ac-ft)

35-7777 (1978 priority with 1.77/416 ac-ft)

The purchase price of said water rights is \$162,500.

Signed



Bob Knudsen Jr.

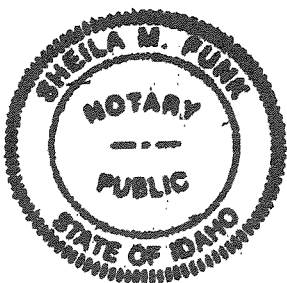
Signed



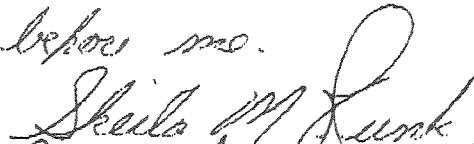
Andrew E. Povey

Signed

Notary Public



I, Sheila M. Funk, a notary public, do hereby certify that on this July 15, 2003 the above signatures were witnessed by me and personally appeared before me.


County of Bingham State of Idaho

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ATTACHMENT 3 OF 2 9p

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**Andrew Povey Mitigation Plan for
Transfer of water rights 35-2391 and 35-7777**

The applicant, Andrew Povey proposes to change the place of use of the two water rights described below:

35-2391	12/20/1954	3.44/688	cfs/af
35-7777	1/24/1978	1.77/416	cfs/af

The proposed change will move these rights from the:

S1/2 NE1/4	Sec. 28
N1/2 SE1/4	Sec. 28
S1/2, NW 1/4	Sec. 27
NW1/4SW1/4	Sec. 27 ALL T1S R33E

Using the IDWR guidelines, the proposed transfer could be mitigated by reducing the consumptive use to 100 ac-ft/trimester or 300 ac-ft year. With the implementation of the global rental pool the applicant proposes the following method of mitigating the associated impacts:

In April of every year the applicant will provide IDWR an acreage breakdown of the crops he proposes to raise that year and will purchase 73% of the depletion associated with these crops based upon ET tables prepared by the University of Idaho, from the Water District 1 Global Rental Pool. The storage purchased will be distributed by the Watermaster of Water District 1 based upon the year-end run of the ESPA aquifer model. The price paid by for the mitigation water will be the established rental price. On years when the reservoirs fill and there are flood releases past Milner there will be no obligation for mitigation associated with this transfer.

The applicant proposes, under this plan, that should the rules or analysis process of the state change which would reduce his obligation that he be afforded that reduction. The applicant also proposes under this plan, that if, in the future, he is able to purchase additional groundwater rights that would provide an off-set to the analysis under which this mitigation plan is based, he be able to do so.

Signed this 26th day of June 2003.



Andrew Povey

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CRP-1
(04-30-91)U.S. DEPARTMENT OF AGRICULTURE
Agricultural Stabilization and Conservation Service1. STATE AND COUNTY
16 072. SIGN-UP NUMBER
11th3. CONTRACT NUMBER
92-408 A4. ACRES FOR CRP
260.7 acres5. FARM NUMBER
1310-15006. RENTAL RATE PER ACRE
\$ 49.99

8. BID TYPE (Select one)

STANDARD ☒
EASEMENT ☐WELLHEAD STANDARD ☐
WELLHEAD EASEMENT ☐

CONSERVATION RESERVE PROGRAM CONTRACT

7. COUNTY OFFICE ADDRESS & TELEPHONE NUMBER

Power County ASCS Office
P.O. Box 180
American Falls, ID 83211

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "Owner", "Operator", and "Tenant", respectively) on the farm identified above and below. The undersigned person or persons shall hereafter be referred to as "the Participant." The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant agrees to convey to the CCC a conservation easement over those areas subject to this contract which are to be established or maintained as living snow fences, permanent wildlife habitat, windbreaks, shelterbelts, or filterstrips for the useful life of such plantings. The easement shall be of a form and conveyed in accordance with, such title and other requirements prescribed by this contract, including a right of access to such land. Payment under this CRP Contract is conditioned upon the granting of these rights to CCC and upon these rights being superior to that of any other person or entity. The Participant and CCC agree to comply with the terms and conditions contained in this Contract including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person and that such person has signed the last page of such Appendix. Such person also agrees to allow CCC a period of 30 days from the close of the applicable sign-up period to accept this Contract and agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant does not allow CCC such 30-day period in which to execute this Contract. **The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS CRP-1, CRP-1 Appendix and any addendum thereto, CRP-1 Continuation, CRP-2, and CRP-15.**

9. OFFER FOR PERMISSION TO ALLEY CROP

Do you intend to
Alley Crop Acres
for CRP? If "YES",
complete item 9.YES ☐
NO ☐

Based on the \$ _____ per acre offer to participate in CRP under CP19, Alley Cropping, I/we submit an offer of \$ _____ per acre reduction, from the amount specified in item 6, in the annual rental payments for permission to produce agricultural commodities on eligible acres in accordance with the provisions for alley cropping set out in the Appendix.

I/we understand that for each year of the CRP contract the annual rental payment will be reduced by the amount agreed to above and that an annual payment reduction of less than 50 percent will not be accepted.

10. OWNERS AND OPERATORS

A. OPERATOR NAME AND ADDRESS

Knudsen Poor Farms Inc.
2700 W 2100 S
Aberdeen, ID 83210

SOCIAL SECURITY NUMBER

82 0341659

SIGNATURE

100%

SOCIAL SECURITY NUMBER

SIGNATURE

DATE

C. NAME AND ADDRESS

SOCIAL SECURITY NUMBER

SIGNATURE

DATE

11. ANNUAL PAYMENTS FOR THIS CONTRACT WILL BE PAID AS FOLLOWS:

FISCAL YEAR	AMOUNT	FISCAL YEAR	AMOUNT
12	13	14	15
1993	\$13,032	2000	\$13,032
1994	\$13,032	2001	\$13,032
1995	\$13,032	2002 1992 ☒	\$13,032
1996	\$13,032	1 year Extension 2002	\$13,032
1997	\$13,032		
1998	\$13,032		
1999	\$13,032		
		(Item 13 and Item 15)	
		TOTAL AMOUNT	\$130,320

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

SIGNATURE OF CCC REPRESENTATIVE

DATE

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4 13 92

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This program or activity will be conducted on a nondiscriminatory basis without regard to race, color, creed, age, sex, handicap, or national origin.

OWNER'S COPY

ATTACHMENT 5 OF 56

21 22
28 27

T-364

1-74.4 +
2-76.8 +
3-71.2 +
4-38.3 +

TIS Rge 33E

0004

260.7 *

280.0

Sec 27 & 28

T-364

1/2
JEY4

1/1961

Bob Knudsen Jr.

174.4

NH/L
276.8

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371.2

NH/L
438.3

NW 1/4
SW 1/4

SW 1/4
NW 1/4

V-05

3A-578 (02-01-91)

REPORT OF ACREAGE

PROGRAM YEAR 2003

ARM NUMBER: 2365

ARM AND TRACT DETAIL LIST

DATE: 06-18-2003

Tract Number	Field Num ID	Irr Prc	Crop	Var/ Type	Int Use	Lnd Use	Reported Acreage	Determined Acreage	O/ M	Crop Stat	Prod Share	Prod ID	RMA Unit	Opt Unit
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1021

Photo Number/Legal Description: N-8 & *L-8* SEC 15,21,22 T6S R31E

Cropland:	462.3	Reported:	462.3	Difference:	.0	Reported D.S.R:	.0
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2364	1	Ni	CRP		10		74.40		I		1.0000	1659		
	2	Ni	CRP		10		76.80		I		1.0000	1659		
	3	Ni	CRP		10		71.20		I		1.0000	1659		
	4	Ni	CRP		10		38.30		I		1.0000	1659		

Crop Type	Prac IU	Non-Irrig	Irrigated
CRP	N 10	260.7	

Photo Number/Legal Description: V-05 NO NEW MAP/SEC 27,28 T1S R33E CRP92-408

Cropland:	260.7	Reported:	260.7	Difference:	.0	Reported D.S.R:	.0
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2365	1	Ir	PTATO	RUS	Proces	F FAV	22.60		I		1.0000	0289		
	2	Ir	PTATO	RUS	Proces	F FAV	3.20		I		1.0000	0289		

Crop Type	Prac IU	Non-Irrig	Irrigated	Crop Type	Prac IU	Non-Irrig	Irrigated
OFAV	I		.0	PTATO	RUS I PR		25.8

Photo Number/Legal Description: N-8 NO NEW MAP. SEC 16 T6S R31E

Cropland:	25.8	Reported:	25.8	Difference:	.0	Reported D.S.R:	.0
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2516	1	Ir	PTATO	RUS	Proces	F FAV	155.90		I		1.0000	1659		
------	---	----	-------	-----	--------	-------	--------	--	---	--	--------	------	--	--

Crop Type	Prac IU	Non-Irrig	Irrigated	Crop Type	Prac IU	Non-Irrig	Irrigated
OFAV	I		.0	PTATO	RUS I PR		155.9

Photo Number/Legal Description: K-8 NO NEW MAP. SEC 14 T6S R30E

Cropland:	155.9	Reported:	155.9	Difference:	.0	Reported D.S.R:	.0
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2747	1	Ir	WHEAT	SWW	Grain		8.80		I		.5000	0868		
	2	Ir	WHEAT	SWW	Grain		24.00		I		.5000	0868		
	3	Ir	WHEAT	SWW	Grain		18.20		I		.5000	0868		

Crop Type	Prac IU	Non-Irrig	Irrigated
WHEAT SWW	I GR		51.0

Photo Number/Legal Description: Z-8b NO NEW MAP. SEC 10 T6S R34E

Cropland:	51.0	Reported:	51.0	Difference:	.0	Reported D.S.R:	.0
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2758	1	Ir	WHEAT	HRS	Grain		163.10		I		.5000	0868		
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June 23, 2003

Mr. Andy Povey
American Falls, ID

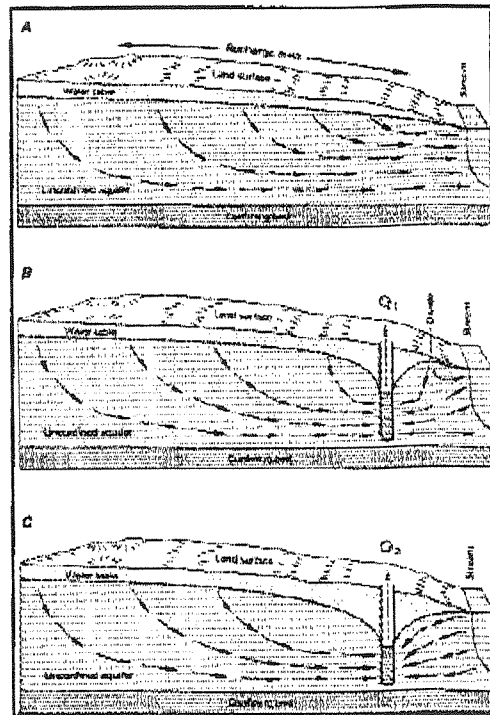
Dear Mr. Povey:

Rocky Mountain EnvironmentalSM has completed an initial screening of your proposed transfer. Please allow me to explain the attached graphs.

BACKGROUND

Idaho Department of Water Resources [IDWR] requires a hydrologic analysis of the pumping effects that arise when groundwater appropriators change the point of diversion of their wells. Below is a broad explanation of the effects of groundwater pumping on surface streams and reservoirs. This background information forms part of the basis for the attached charts and figures and Rocky Mountain EnvironmentalSM's opinions rendered herein.

The figure on the right illustrates the effect of consumptive use of groundwater on nearby surface waters. Before a well is pumped, groundwater flows through the aquifer and discharges into streams and reservoirs. When a well is first pumped, water is extracted from aquifer storage. As the duration of pumping continues, consumptive use of groundwater depletes stream flow through two mechanisms. Water can be induced to flow out the bottom of a stream under the gradient caused by pumping. Additionally, the pumping well intercepts groundwater before it discharges into the stream.



Stream depletion from groundwater withdrawal. Obtained from USGS Circular 1186.

482 CONSTITUTION • IDAHO FALLS, IDAHO 83402-3537 • (208) 524-2353 • FAX (208) 524-1795
www.rockymountainenvironmental.com

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The effect of a pumping well on surface water is a function of aquifer properties [transmissivity and storativity] and the distance from the stream [the **geographic effect**]. A well located closer to a stream has a greater effect sooner than a well located farther from a stream.

A less obvious, but more important, is the **residual effect** of groundwater pumping. After pumping ceases and a well is abandoned, a stream will continue to lose water to the well [assuming there is no capture of water from other sources].

Because this residual effect is not intuitive, the analogy to welding illustrates the phenomenon. A welder heats steel with a torch, but when finished, the steel is still too hot to touch. The heat will eventually dissipate, but the total heat dissipated equals the total heat applied. Likewise, the **residual** effects of pumping remain in the aquifer, even after the well is abandoned. The stream will continue to lose water until the total volume of stream depletion equals the total volume of water pumped¹.

Because of the effects of pumping on stream flow and declining discharge at springs in southern Idaho, Idaho Department of Water Resources [IDWR] implemented a new transfer and mitigation procedure² in the Eastern Snake Plain Aquifer [ESPA]. The *effects.xls* spreadsheet³ is used estimate the geographic and residual effects of consumptive use at the original and proposed P/D. The spreadsheet is based on Idaho Water Resources Research Institute's computer model of the Snake River Plain Aquifer^{4, 5}. Inputs to the spreadsheet include location of the FROM Well(s) and the TO Well, consumptive use [pumping] in

-
- ¹ Jenkins, C. T., 1968, Techniques for computing rate and volume of stream depletion from wells: *Ground Water*, v. 6, no. 2., p. 37-46.
 - ² Dreher, K. J., and Young, N. C., 2002, Administrator's Memorandum: Interim policies and procedures currently applicable for applications to transfer groundwater in the Eastern Snake River Plain only: Transfer Processing No. 24, Idaho Department of Water Resources.
 - ³ Cosgrove, D. M., and Johnson, G. S., 2003, Eastern Snake River Plain Aquifer Ground-water rights transfer spreadsheet: User's Manual, ver. 1.1. Obtained from <http://www.if.uidaho.edu/~johnson/ifiwrti/effects.html>.
 - ⁴ Cosgrove, D.M., G.S. Johnson, S. Laney and J. Lindgren, 1999, Description of the Snake River Plain aquifer model (SRPAM): Idaho Water Resources Research Institute, University of Idaho, Moscow, ID, 60 p.
 - ⁵ Johnson, G.S. and D.M. Cosgrove, 1999, Application of Steady State Response Ratios to the Snake River Plain Aquifer: Idaho Water Resources Research Institute, University of Idaho, Moscow, ID, 27 p.



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acre-feet/trimester at both the FROM Well(s) and the TO Well, and date of first diversion at the FROM Well(s).

Applicants who wish to transfer right(s) to divert groundwater must mitigate the geographic and residual effects discussed above. Specifically, the depletion at the end of the simulation [e.g., 2125 A.D.] in any reach of the Snake River must not increase more than $\pm 5\%$ ⁶. For example, if depletion in the Ashton-Heise-Lewisville reach is 100 acre-feet/annum [afa] before the change in P/D, then the depletion after the transfer may be no greater than 105 afa. At this time, IDWR has no method to credit an appropriator for decreases in depletion [i.e., accretion] in any reach of the Snake River.

Under IDWR guidelines, changes in projected depletion that are the result of individual transfers may be mitigated two ways:

1. Reducing irrigated acreage [i.e., "drying up" some acreage] at either the original P/U or proposed P/U, or
2. Delaying the commencement of pumping at the new P/D or other location.

INITIAL SCREENING

Rocky Mountain EnvironmentalSM completed an initial screening under the following assumptions:

1. Consumptive use commenced in 1954 at 276 ac-ft/trimester and increased in 1978 to 368 ac-ft/trimester. At 4 acre-ft/a, 276 acres are irrigated.
2. All consumptive use stopped at the FROM well in 1987.
3. In 2004, 368 ac-ft/trimester will be transferred to the TO well.
4. If the transfer is not approved, pumping at the FROM well will resume in 2004.
5. TO well is located in Grid 12, 35, and FROM well is located in 22, 43.

Please allow me to summarize the attached charts:

- A. The Net Transfer Effect reveals that movement of the P/D southwest across the ESRP has major **geographic** effect on the Neely-Minidoka reach of the Snake River, because the new P/D is closer to this reach.
- B. The Net Transfer Percentage reveals that major reduction in pumping and irrigated acreage is required to mitigate the proposed transfer.

Under the IDWR guidelines, the proposed transfer could be mitigated by reducing the consumptive use to 100 ac-ft/trimester or 300 ac-ft year. At 4 acre-ft/acre, only 75 acres could be irrigated, a 73% reduction.

⁶ Telephone guidance provided by Jeff Peppersack, PE, Idaho Department of Water Resources in early March 2003.



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RECOMMENDATION

Obvious, if this mitigation above meets your goals, Rocky Mountain EnvironmentalSM would be pleased to prepare an application for submission to IDWR.

Alternatively, Rocky Mountain EnvironmentalSM suggests that we combine your proposed transfer with another applicant. Ideally, the other applicant would want to move the P/D in the opposite direction from your proposal. The combined transfers would offset the geographic effect of the individual transfers.

Please call me to discuss any questions that may arise.

Please visit www.rockymountainenvironmental.com for information about recent projects and accomplishments at Rocky Mountain EnvironmentalSM.

Sincerely,



James D. Rush, PG
Vice President
e-mail: jrush@rockymountainenvironmental.com

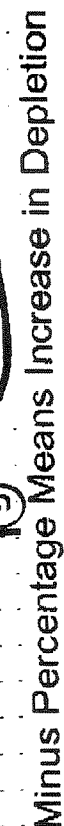


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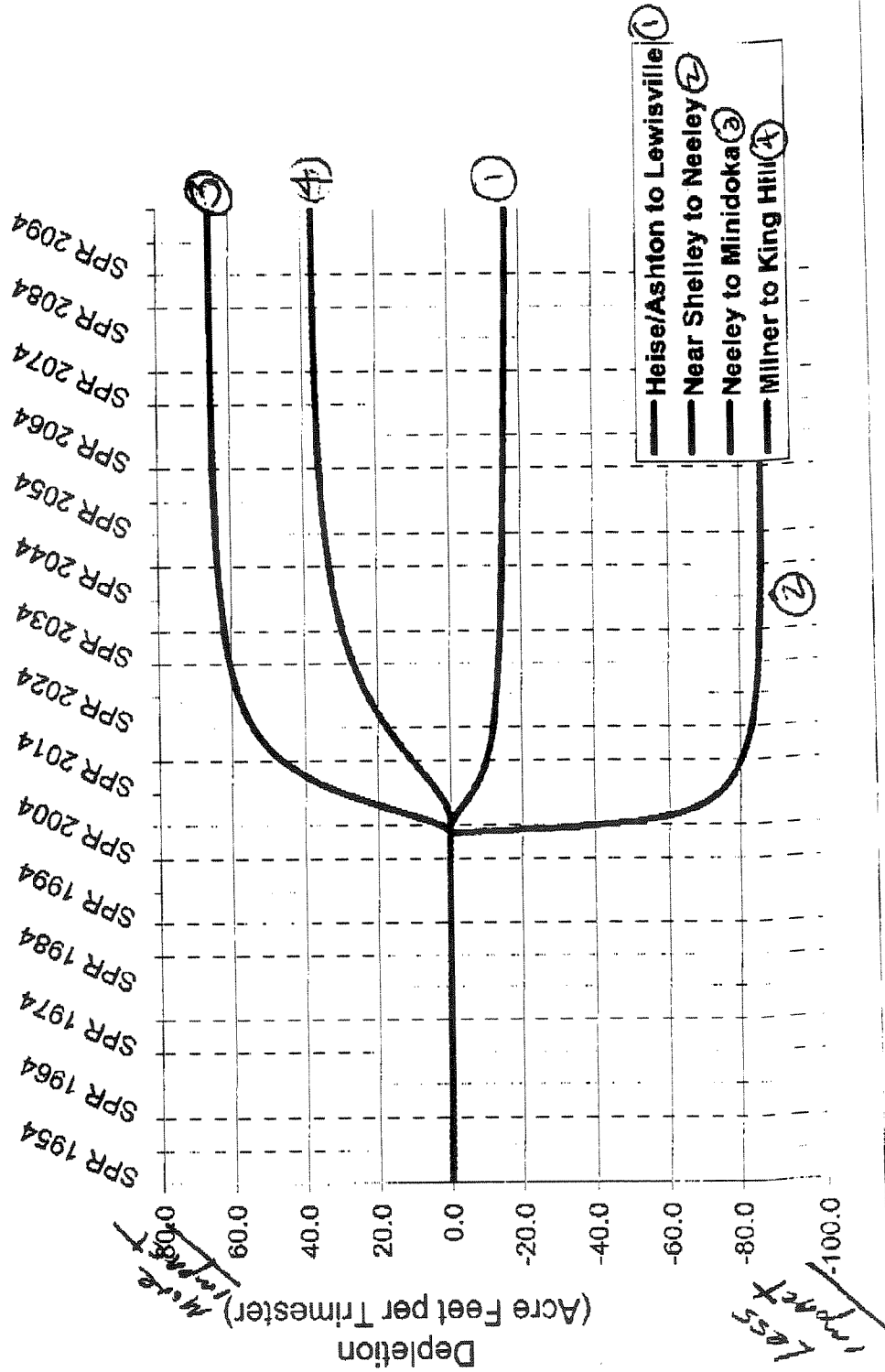
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3
10/15/11
X



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Net Transfer Effect (Total Effect With Transfer - Total Effect Without Transfer)



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Table 1

PRELIMINARY

Proposed Pumping Schedule**Mitigation Plan**

Applicant: Andrew Povey
Transfer Number Pending

Ground Water Model Node

12 TO:
36

Acres dried up to transfer

172 acres

Knudsen 2391

Ground Water Model Node

Allowed C.U. transfer
Volume Transferred:

4 a/a
688.0 af/year
229.3 af/trimester22 FROM
43

Additional acres dried

104.0 acres

Knudsen 7777

Allowed C.U. transfer
Volume (Mitigation)

4 a/a
416.0 af/year
138.7 af/trimester

Total Acres Dried up
Total transfer

276.0 acres
1104.0 af/year

Annual Pumping

Begin	End	Number	Actual Af/yr	Mitigation Acres	Source	Allowed Pumping af/year	Percent of Trans	Percent Reduction
2004	2007	4	4		Reduced Pumping	198.7	0.18	0.82
2008	2012	5	5		Reduced Pumping	198.7	0.18	0.82
2013	2017	5	5		Reduced Pumping	198.7	0.18	0.82
2018	2022	5	5		Reduced Pumping	198.7	0.18	0.82
2023	2031	9	9		Reduced Pumping	187.7	0.17	0.83
2032	2042	11	11		Reduced Pumping	187.7	0.17	0.83
2043	2052	10	10		Reduced Pumping	187.7	0.17	0.83
2053	2072	20	20		Reduced Pumping	187.7	0.17	0.83
2073	>>>>							

Mitigation for impacts to up-gradient reaches of the Snake River will be achieved by reduced pumping at the proposed place of use according to the above table..

Note: Two water rights for Knudsen Poor Farm with priorities of 1954 and 1978
Pumping from each right was modelled separately with a total of . 1104.0 af/yr
No pumping occurred on either right from 1987 through 2002
I was assumed for modelling long term impacts that pumping resumed under both rights in 2003
Pumping under the "with transfer" scenario began in 2004 at the "TO" well

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GROUND-WATER RIGHTS TRANSFER SPREADSHEET

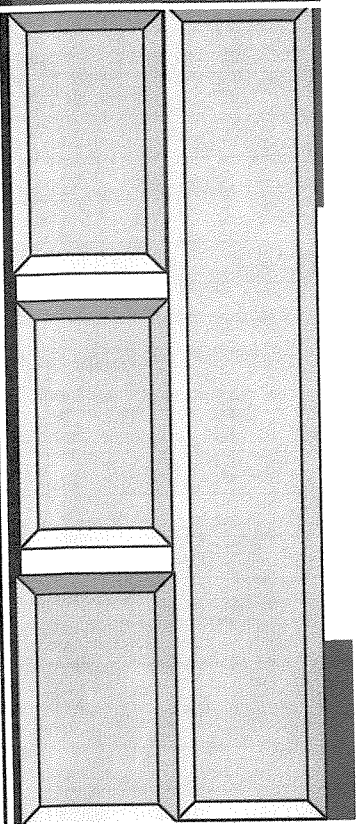
UNIVERSITY OF IDAHO - IDAHO WATER RESOURCES RESEARCH INSTITUTE IDAHO DEPARTMENT OF WATER

Cells this color are set up for user entries

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

YEAR: 1954 SEASON: SPRING

Transfer: Pending Applicant: Andrew Povey



ENTER CELL LOCATION	Povey 'TO' CELL	Knudsen 2391 'FROM1' CELL	Knudsen 7777 'FROM2' CELL	Knudsen 2391 'FROM3' CELL	Knudsen 7777 'FROM3' CELL
ROW	12	22	22	0	0
COLUMN	36	43	43	0	0

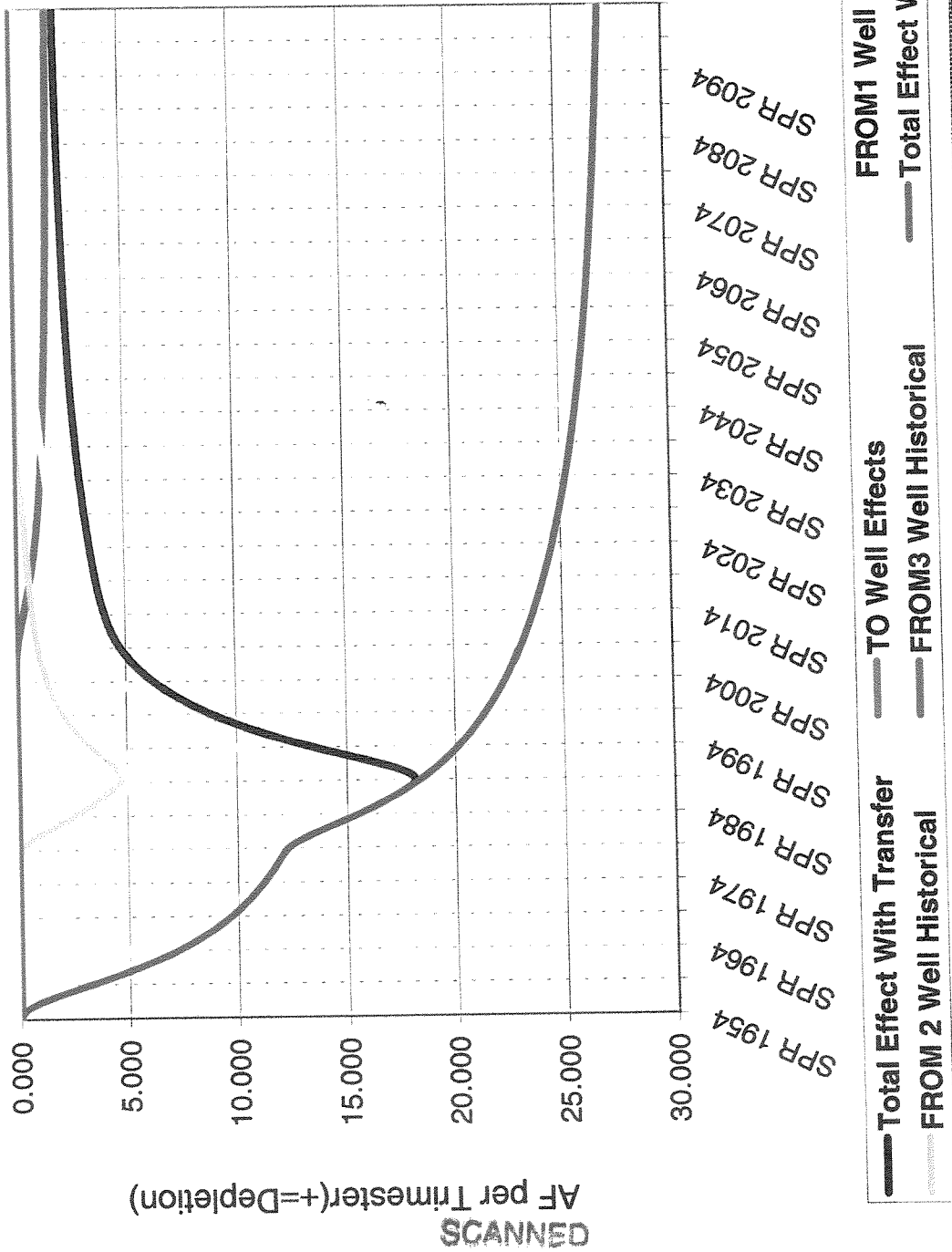
TRIMESTER OF ACTIVITY	TO WELL Projected Use AF/TRIMESTER	FROM1 WELL Without Transfer AF/TRIMESTER	FROM2 WELL With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER	FROM3 WELL With Transfer AF/TRIMESTER	Without Transfer AF/TRIMESTER
-----------------------	------------------------------------	--	---------------------------------------	-------------------------------	---------------------------------------	-------------------------------

REDUCED PUMPING SCENARIO		
Transferred Vol. Af/yr.	368.00	1104
Begin Pumping	2004 to 2008	2007 0.18
	2008 to 2013	2012 0.18
	2013 to 2018	2017 0.18
	2018 to 2023	2022 0.18
	2023 to 2032	2031 0.17
	2032 to 2043	2042 0.17
	2043 to 2053	2052 0.17
	2053 to 2073	2072 0.17
	2073 >>>>	0.17

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Hydrologic Response--Heise/Ashton to Lewisville

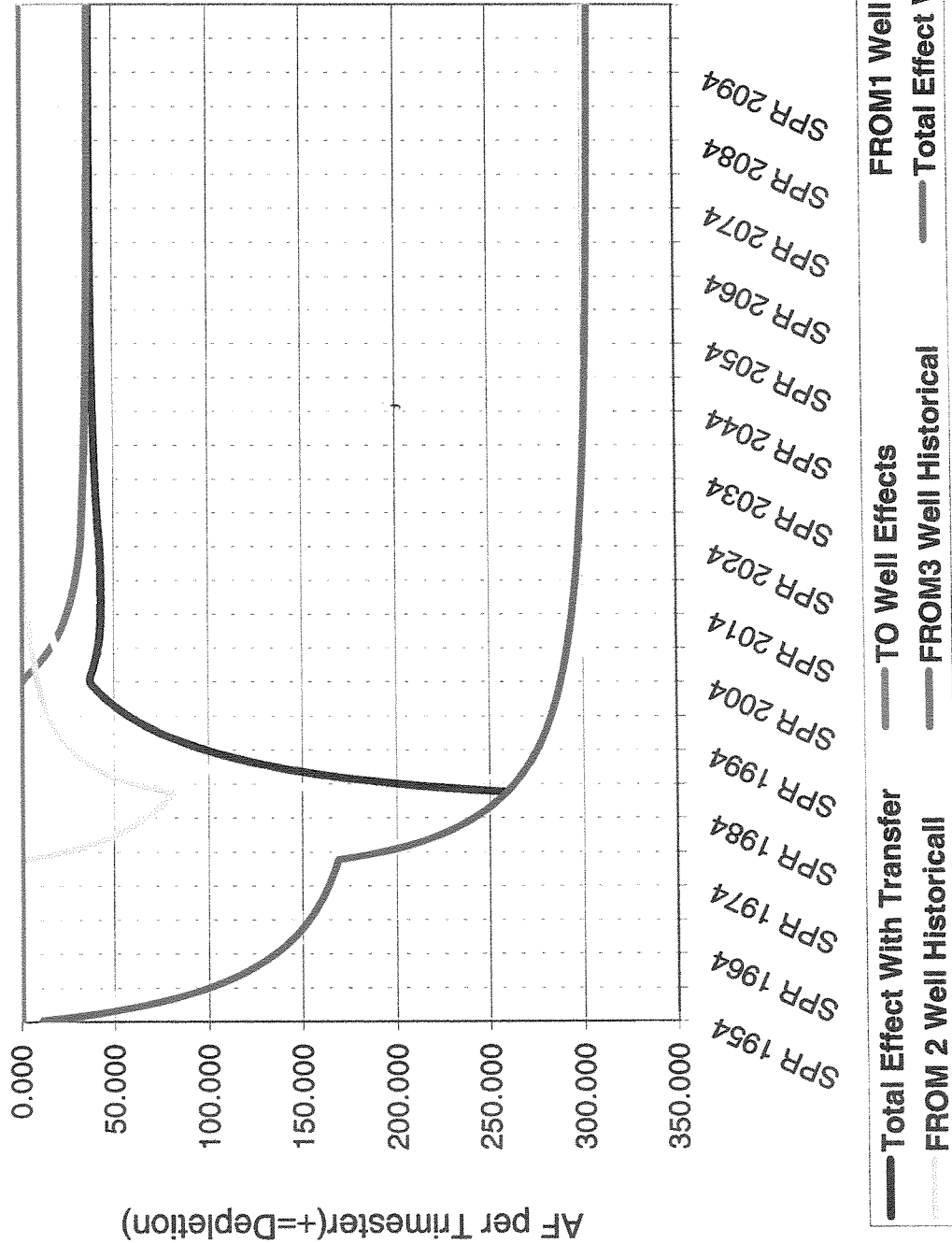
Transfer No: Pending Applicant: Andrew Povey



AUG 28 2003

Hydrologic Response--Near Shelley to Neeley Reach

Transfer No: Pending Applicant: Andrew Povey



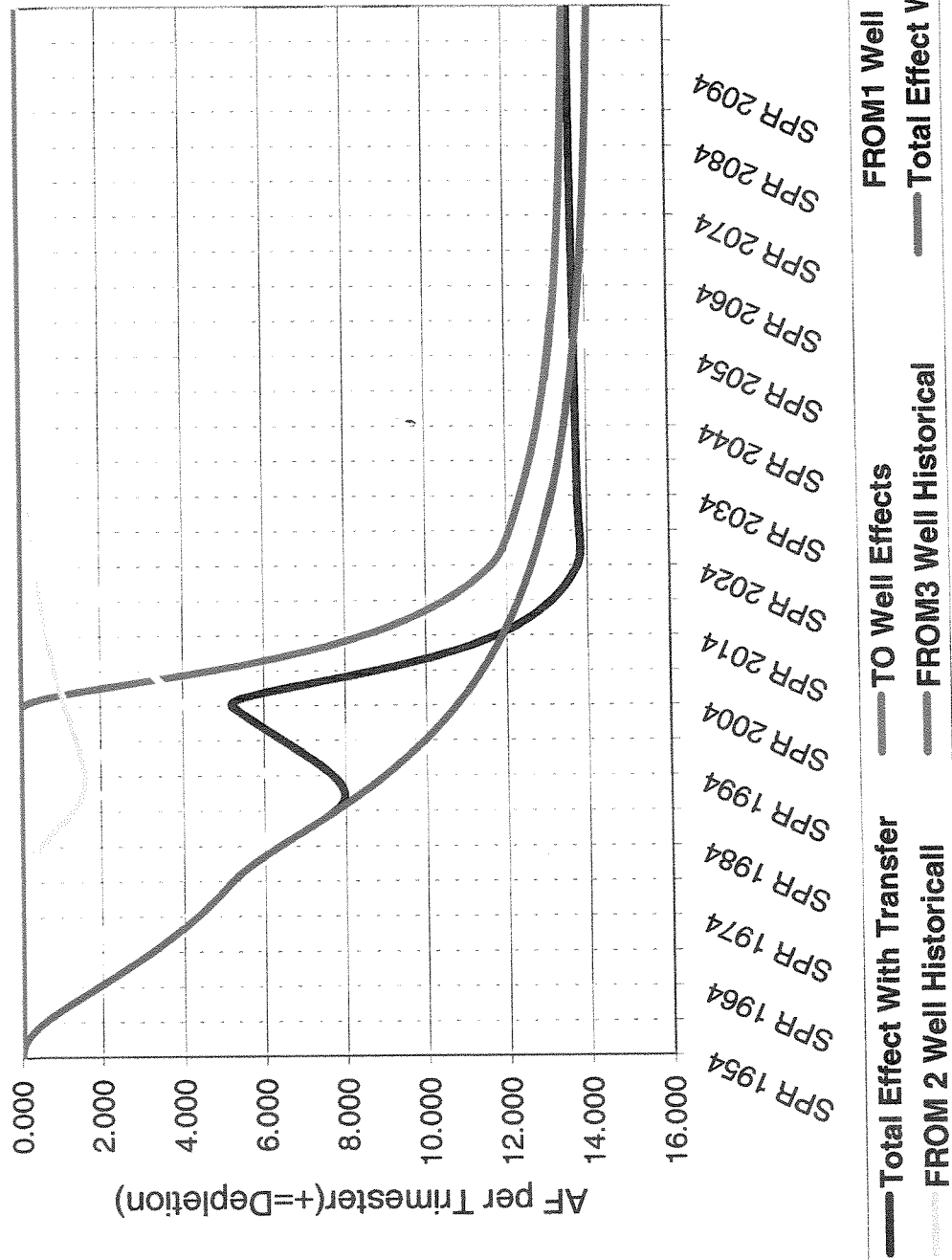
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Hydrologic Response--Near Shelley to Neeley Reach

Hydrologic Response--Neeley to Minidoka

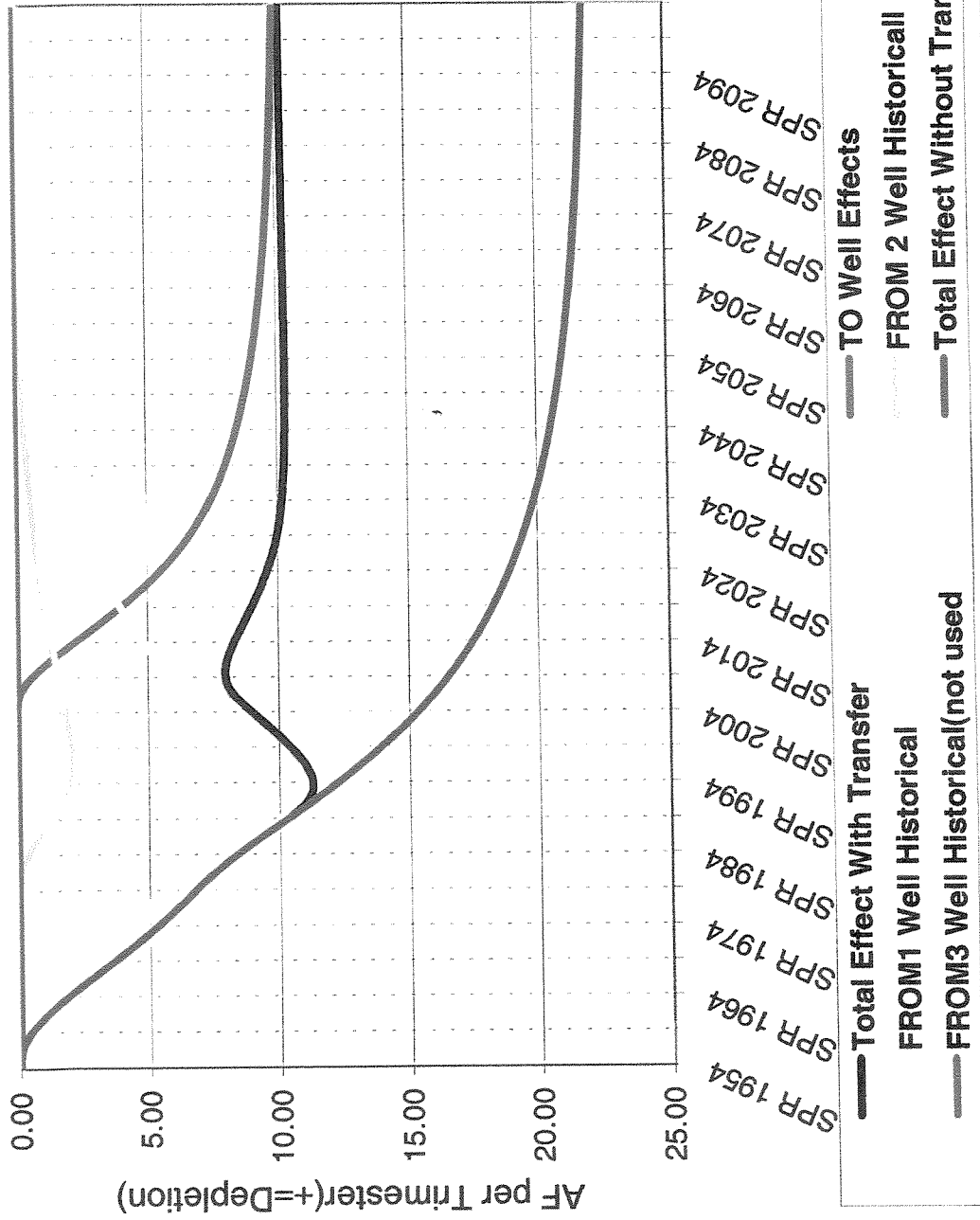
Transfer No: Pending Applicant: Andrew Povey



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Hydrologic Response-- Milner to King Hill Reach
Transfer No. Pending Applicant: Andrew Povey



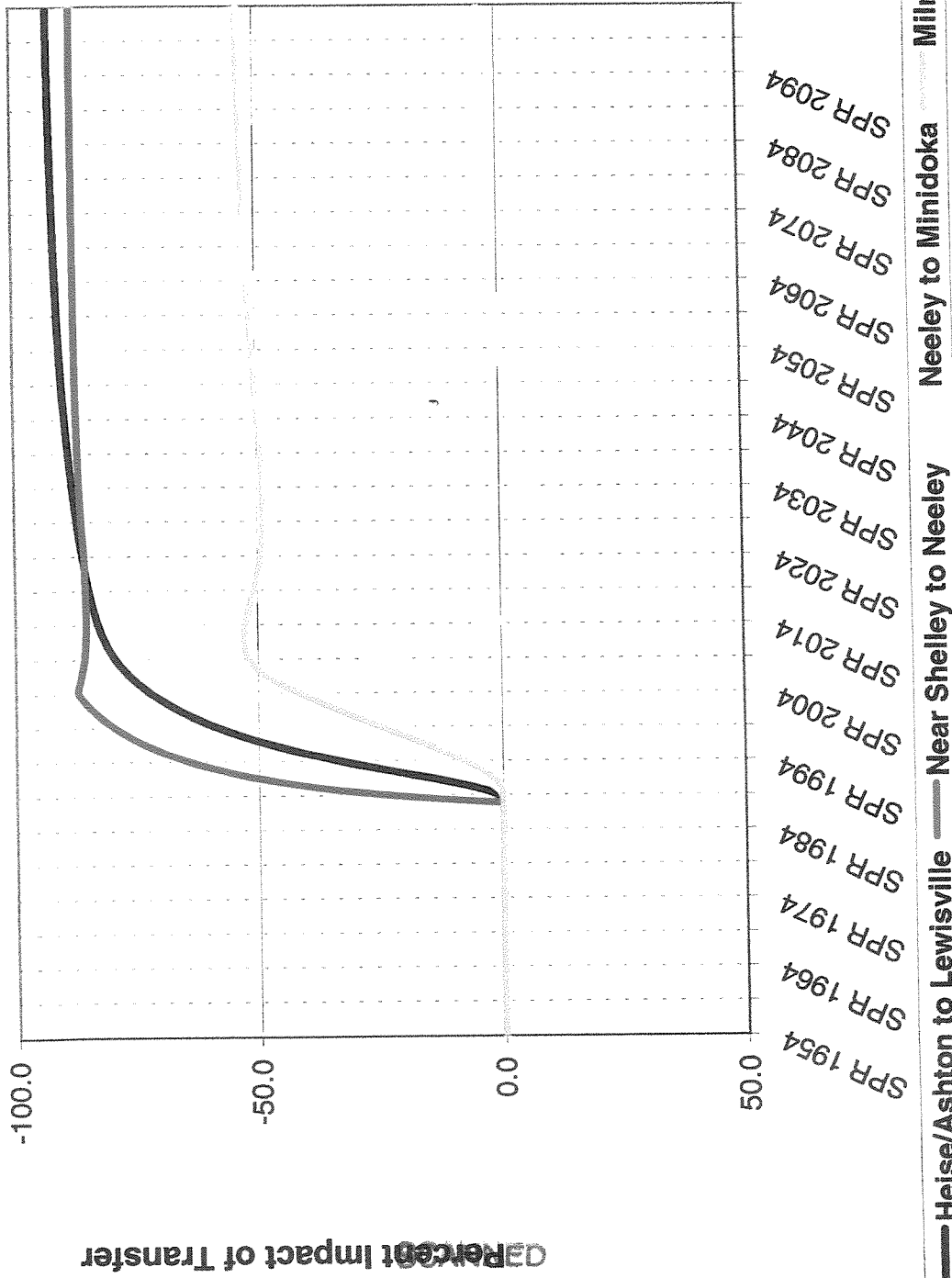
Net Percent Transfer Impact

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Net Percent Transfer Impact

Transfer No: Pending Applicant: Andrew Povey



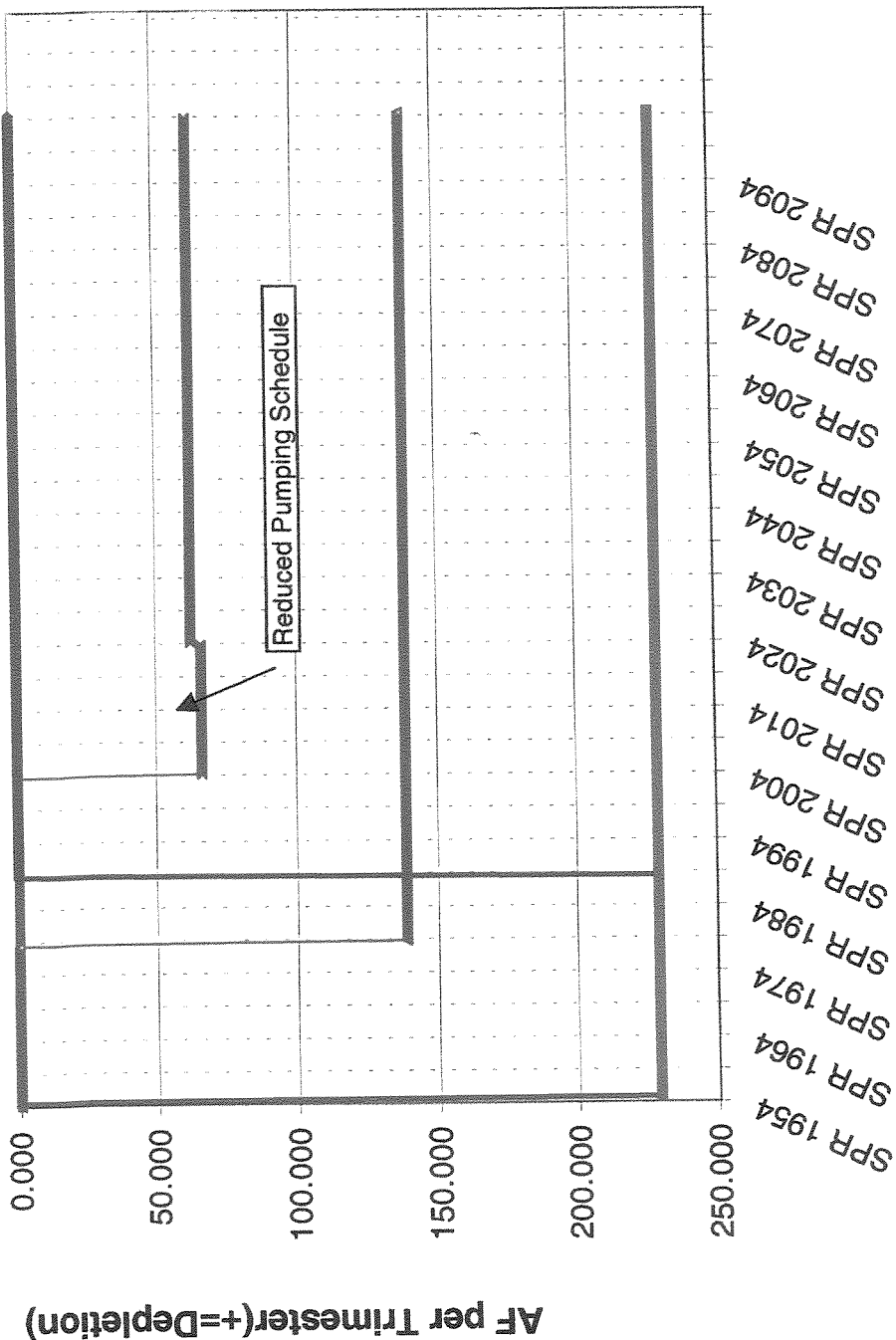
Pumping and Mitigation Schedule

AUG 26 2003

Pumping and Mitigation Schedule

Transfer Nopending

Applicant: Andrew Povey



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TO: Povey Transfer File

June 26, 2003

FROM: Keith C. Wilson

RE: Transfer Andrew E. Povey documentation

Requested:

1. Proof of ownership of land to which water rights are appurtenant.
S $\frac{1}{2}$ NW $\frac{1}{4}$, NWSW, Sec 27, T01S, R33E
S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, Sec 28, T01S, R33E
2. Notarized purchase agreement indicating Place of Use and Water Rights.
3. Lease/purchase agreement for remainder of ground (NW $\frac{1}{4}$, Sec 35, T06S, R29E) to which the water is being transferred.



Keith C. Wilson
Senior Resource Agent

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July 1, 2003

Mr. Ron Carlson, PE
Regional Manager
Idaho Department of Water Resources
900 North Skyline
Idaho Falls, Idaho 83402

Dear Ron:

Rocky Mountain EnvironmentalSM has reviewed the draft mitigation plan for the Andrew Povey transfer dated June 26, 2003. In the proposed plan, mitigation will be obtained from the Water District 1 Global Rental Pool.

Based on mitigation from the rental pool, Rocky Mountain EnvironmentalSM

- A. has revised the *effects.xls* spreadsheet to estimate depletion resulting from the proposed transfer, and
- B. has revise a mitigation plan that reflects changes in stream flow that result from the change in the P/D.

CHANGES IN STREAM DEPLETION

The effect of a pumping well on surface water is a function of aquifer properties [transmissivity and storativity], duration of pumping, and the distance from the stream [the **geographic effect**]. All other parameters held equal, a well located closer to a stream has a greater effect sooner than a well located farther from a stream. Because the proposed transfer of Water Right 35-2391 and 35-7777 will move the P/D southwest across the ESRP aquifer, the *effects.xls* spreadsheet predicts that there will an increase in depletion in the Neeley-Minidoka and Milner-King Hill reaches of the Snake River.

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www.rockymountainenvironmental.com

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Rocky Mountain EnvironmentalSM completed the hydrologic analysis using the following inputs:

1. Consumptive use commenced in 1954 at 344 ac-ft/trimester in spring and summer and increased in 1978 to 552 ac-ft/trimester in spring and summer. At 4 acre-ft/a, 276 acres are irrigated.
2. All consumptive use stopped at the FROM well in 1987.
3. In 2004, 1104 ac-ft/yr will be transferred to the TO well. C/U is 552 ac-ft/trimester, divided into spring and summer: there is no C/U in winter of each year.
4. If the transfer is not approved, pumping at the FROM well will resume in 2004.
5. TO well is located in Grid 12, 36, and FROM well is located in 22, 44.

Please allow me to summarize the attached charts:

- A. *Hydrologic Response—Near Shelley to Neeley Reach:* There is less depletion, because the P/D is moved away from this reach.
- B. *Hydrologic Response—Neeley to Minidoka Reach:* The movement of the P/D southwest across the ESRP has major **geographic** effect on the Neeley-Minidoka reach of the Snake River, because the new P/D is closer to this reach.
- C. *Hydrologic Response—Milner to King Hill Reach:* The movement of the P/D southwest across the ESRP has major **geographic** effect on this reach, because the new P/D is closer.
- D. *The Net Transfer Effect* reveals that there is an increase in depletion in the Neeley and Milner Reaches.

PROPOSED MITIGATION

The proposed change in the P/D will increase depletion in the Neeley to Minidoka and Milner to King Hill reaches. This increase is summarized in the chart entitled *Sum of Increased Depletion*. This chart summarizes the increases in depletion in the two affected reaches. Basically, the increase in depletion is 2 ac-ft/yr in 2004, 12 ac-ft/yr in 2005, and rises to 313 ac-ft/yr in 2103. The depletion in each trimester is summarized on the attached tables.

Rocky Mountain EnvironmentalSM suggests that the proposed transfer of Water Right 35-2391 and 35-7777 be mitigated using Water District 1 Global Rental Pool. Each spring, the applicant would purchase the projected increase in depletion from the rental pool. Basically, the increase in depletion is 2 ac-ft/yr in 2004, 12 ac-ft/yr in 2005, and rises to 313 ac-ft/yr in 2103.



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This mitigation reflects the projected increase in stream depletion calculated by *effects.xls*, rather than a percentage of CU of the crops grown at the new P/U.

The following conditions should be placed on the mitigation plan:

1. In years when reservoirs fill and there are flood releases past Milner dam, purchase from the rental pool is no required.
2. Should IDWR rules or procedures for calculation of depletion change, any revisions may only be applied to reduce applicant's mitigation requirement.
3. Applicant may purchase additional water rights that would provide an offset to the analysis under which this plan is based.

Please call me to discuss any questions that may arise.

Please visit www.rockymountainenvironmental.com for information about recent projects and accomplishments at Rocky Mountain EnvironmentalSM.

Sincerely,



James D. Rush, PG
Vice President
e-mail: jrush@rockymountainenvironmental.com

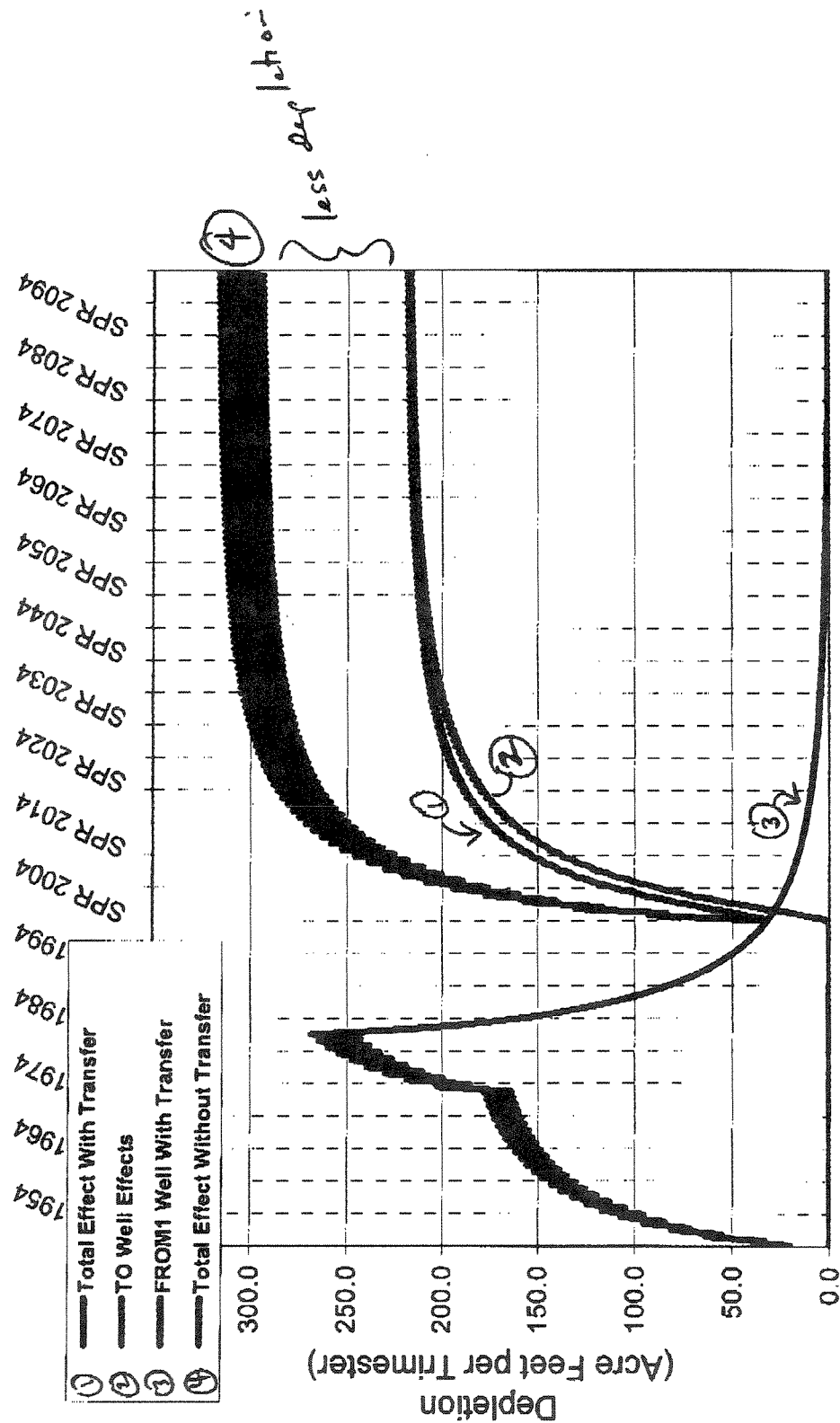


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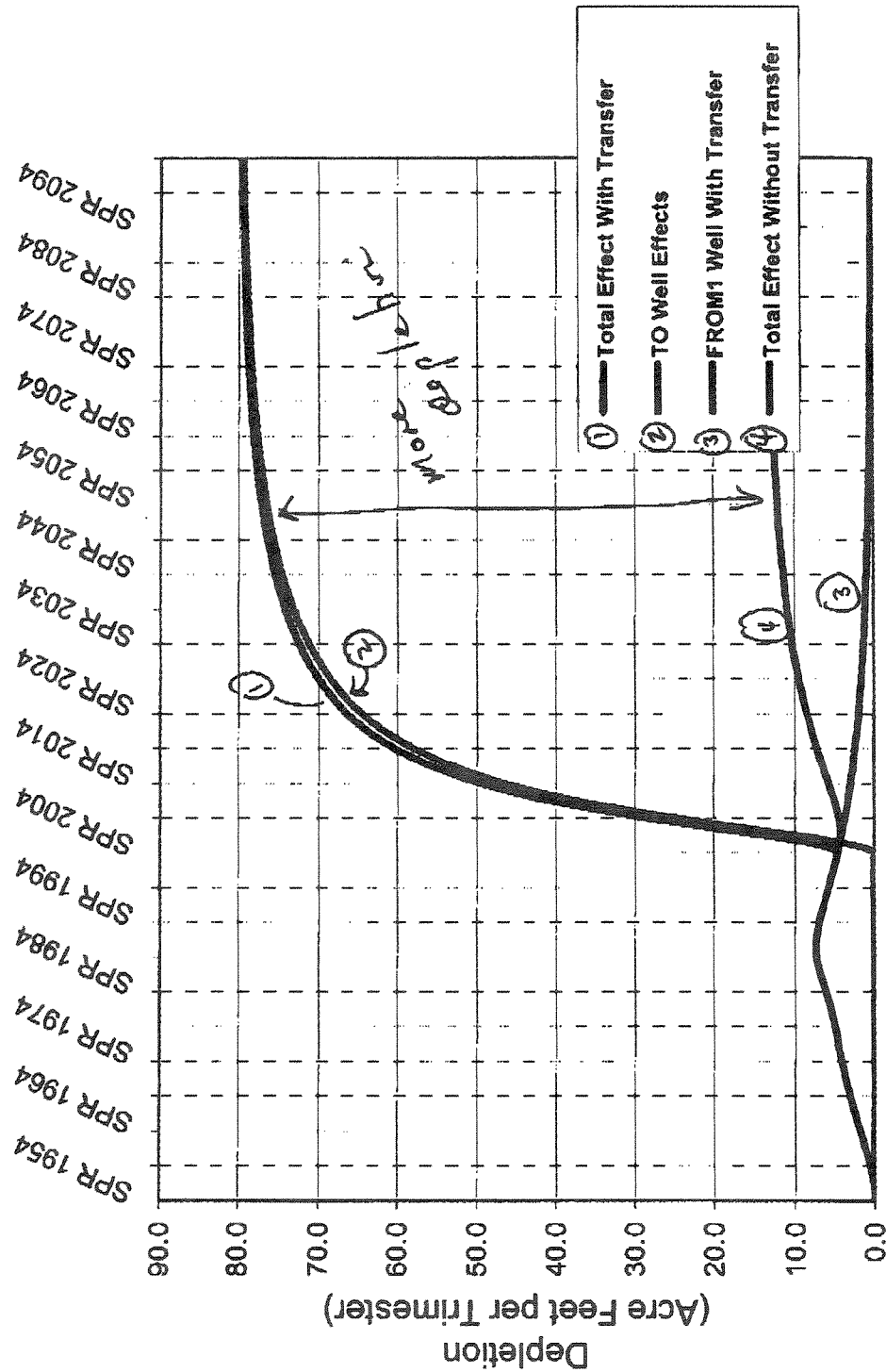
Hydrologic Response--Near Shelley to Neeley Reach



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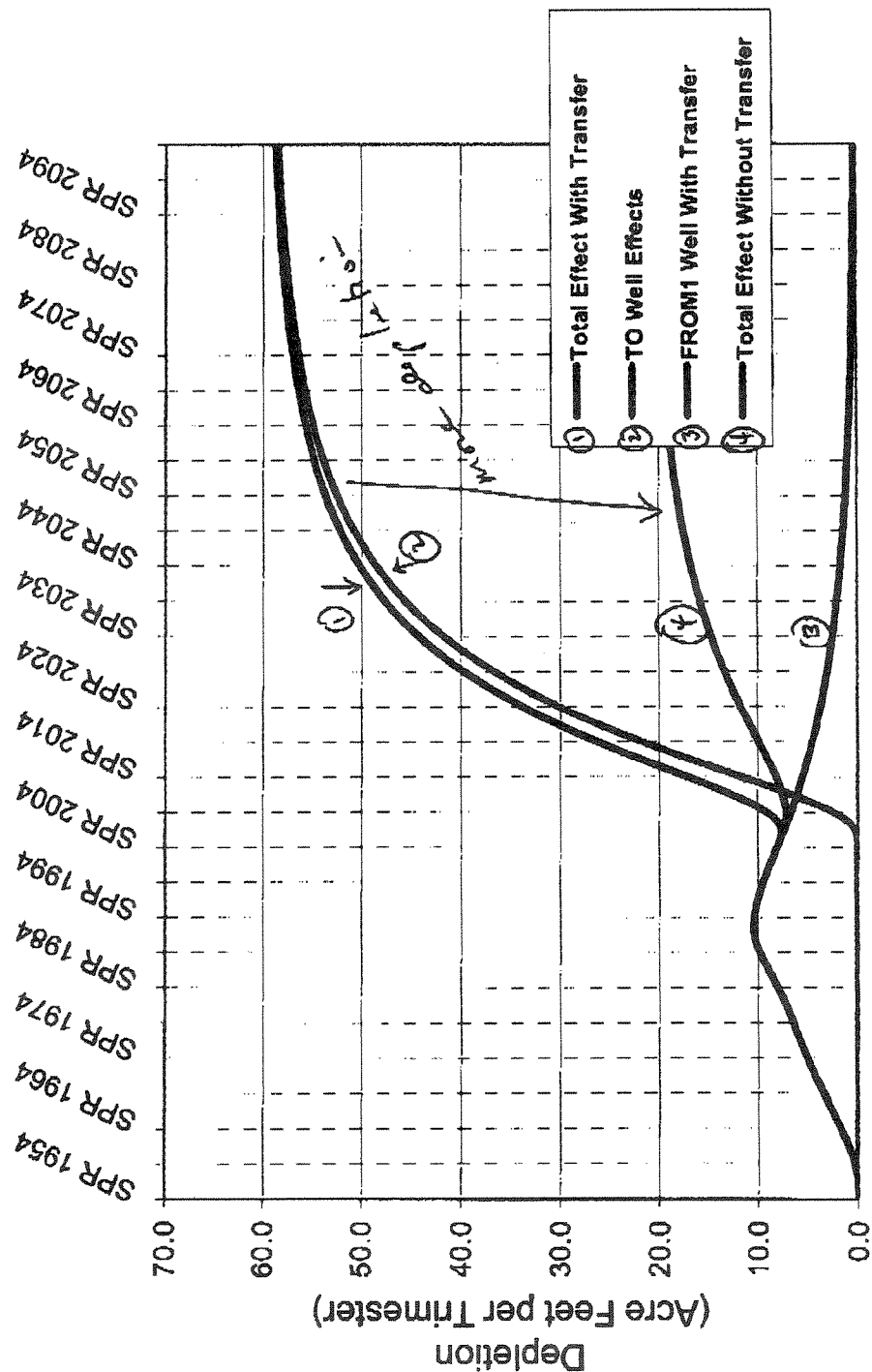
Hydrologic Response--Neeley to Minidoka Reach



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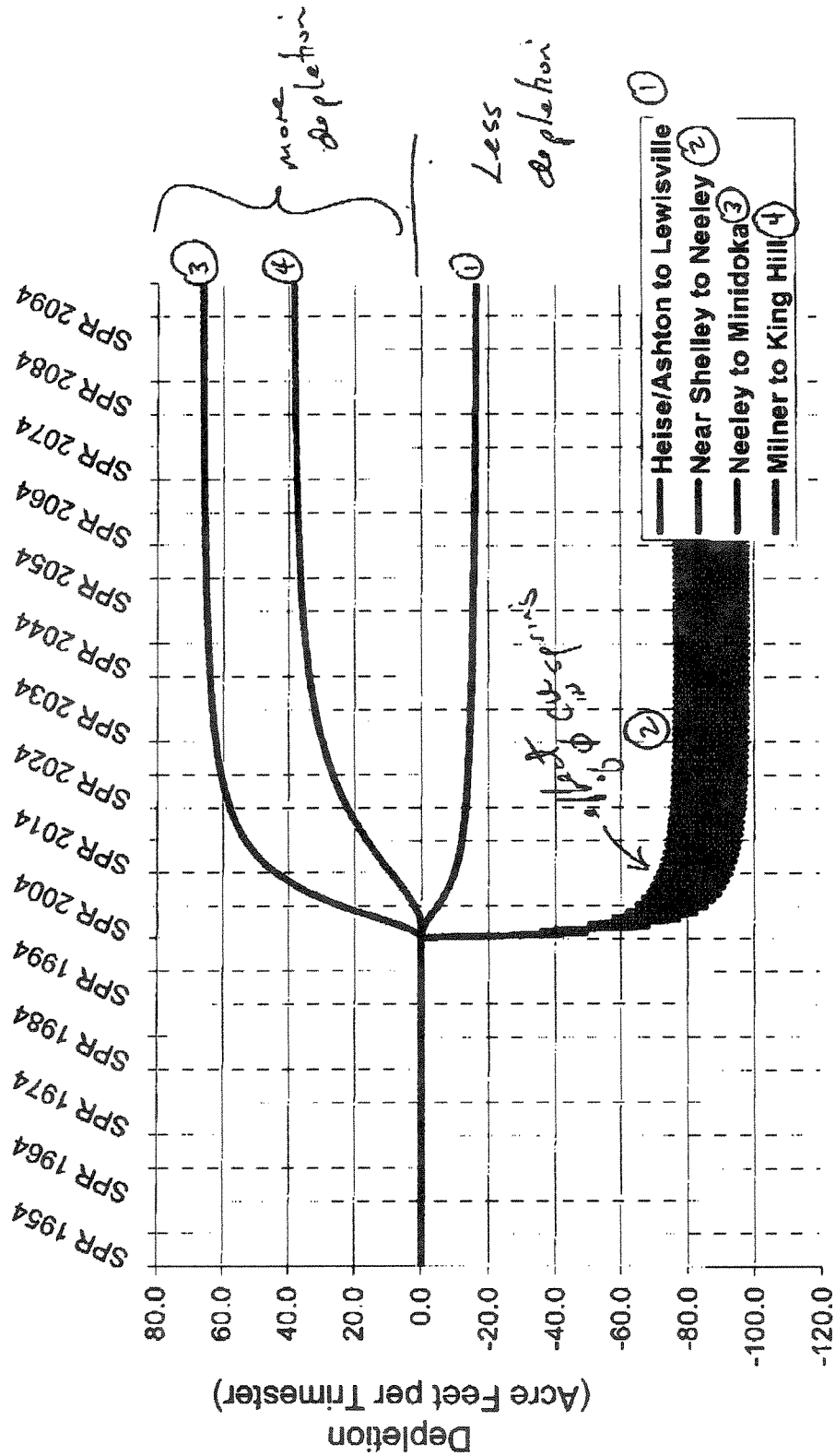
Hydrologic Response-- Milner to King Hill Reach



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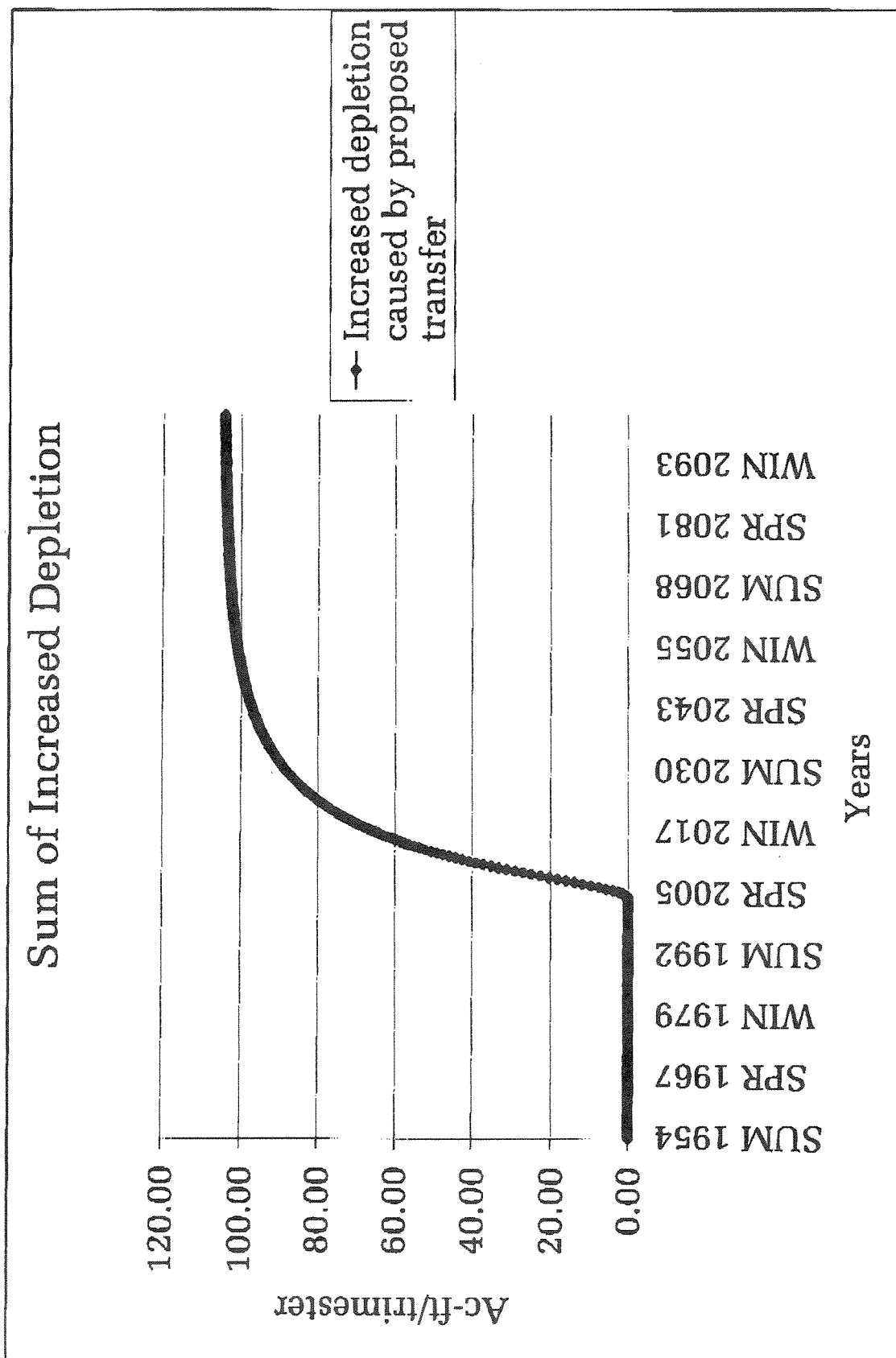
Net Transfer Effect **(Total Effect With Transfer - Total Effect Without Transfer)**



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REAL ESTATE PURCHASE AND LEASE AGREEMENT

This Real Estate Purchase and Lease Agreement is made this 21 day of March, 2003,
by and between Lillian Funk ("Funk") and Andy Povey ("Povey").

RECITATIONS

1. Funk is the owner of 320 acres of farm ground in Power County, with a legal description of N ½, sec 35, T6S, R29 EBM.
2. Povey desires to purchase the east 160 acres, with a legal description of NE 1/4 of sec 35, T6S, R29 EBM.
3. Povey desires to lease, for 15 years, the west 160 acres from Funk, with a legal description of NW 1/4 of sec 35, T6S, R29 EBM of Power County, Idaho.

For the considerations expressed in this contract, Funk is willing to sell to Povey the east 160 acres, and lease for a term of 15 years the west 160 acres.

SALE OF REAL PROPERTY

Funk hereby sells to Povey 160 acres of real property, located in Power County, with a legal description of NE 1/4 of sec 35, T6S, R29 EBM.

Povey will pay to Funk \$40,500 for the full purchase price of the above-described 160 acres.

Povey will pay all costs associated with the consummation of this sale, including any title fees, closing fees, recording fees, title insurance, or any costs, assessment, charge, or fee associated with this purchase. Povey will also pay attorney fees associated with the preparation of any and all documents.

Funk and Povey agree to execute all documents necessary to consummate this agreement.

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DESCRIPTION OF PREMISES

Funk hereby leases to Povey the west 160 acres, with a legal description of NW 1/4 of sec 35, T6S, R29 EBM of Power County, Idaho.

The term of this lease is for fifteen (15) years, beginning with the crop year 2004. The lease will expire at the end of the crop year in 2018.

Rent for the lease will be the sum of \$4,500 per year, payable on the first of May of each year beginning with May 1, 2004. There will be a \$15 per day penalty for late payment, for each day after May 1 that the rent payment is made.

Povey as lessee, will be responsible for all taxes, costs, assessments, utility costs or other expenses associated with the leased premises. Povey will promptly pay any and all taxes, costs, assessments or expenses associated with the premises, when they are due. Funk, as the lessor, will not be responsible for any costs or maintenance associated with the leased ground.

Povey will not use the leased ground for anything other than farm ground, will not allow any permanent structures to be built on the property without the prior approval of Funk, and will not commit waste or damage to the property and will not allow others to do so.

OTHER CONSIDERATION AND TERMS

This Real Estate Purchase and Lease Agreement is to be considered as a whole, and if any part of this agreement fails, then the entire contract is voidable by notice from either party.

An important part of the consideration of this Real Estate Purchase and Lease Agreement is that Povey agrees he will purchase water rights to irrigate the pivots to be installed on both parcels. Povey will install well pumps for both parcels and pivot systems, one on each of the 160 acre parcels at his sole expense, adequate to irrigate the property.

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Povey will purchase water rights of 5.2 CFS, available for the irrigation season of April 1-November 1 of each year, which will provide 2,300 gallons per minute, or enough to adequately operate both pivots to be installed on the two parcels, both the parcel owned by Funk and leased to Povey, and the parcel Povey is purchasing. If Povey is unable to purchase those water rights, this agreement will be voidable at the option of either party and the purchase price for the real estate will be refunded.

At the end of the fifteen (15) year lease, the well and pumping system, will remain joint property by the owners of the two parcels, Funk and Povey. At the end of the fifteen (15) year lease, one-half of the above-described water rights will be assigned or transferred to run with each 160 acre parcel. Funk will own one-half of the water rights described above, to go with her 160 acres. The center pivot irrigation system installed in each 160 acre parcel will remain with each parcel, and will become the property of the owner of that parcel.

Throughout the term of the lease, Povey shall maintain the well and pumping system, and the irrigation pivots, in good repair and condition, reasonable wear and tear accepted. The irrigation system will be operable at the end of the leasehold.

Povey agrees to purchase a liability insurance policy for the leased ground, and to indemnify and hold harmless Funk from any and all liability and claims or damages arising out of the use of the leased premises.

Povey may sublet or assign this lease, with landlord's prior approval, which approval and consent shall not be unreasonably withheld.

Either Funk or Povey shall be in default of this contract if they breach any term of this contract and fail to cure the breach within sixty (60) days after the non-breaching party has sent

written notice of the breach to the breaching party. In the event of a breach of this agreement or default, the non-breaching party shall have every remedy now or hereafter available in law or equity. It is the basic agreement between the parties that if Povey breaches any part of this contract, that Funk can declare the entire agreement null and void, can take back the property sold to Povey and extinguish the lease. In such case, Funk will refund to Povey the purchase price for the sold property. Any and all payments and notices given under this contract shall be given at the following addresses:

Lillian Funk
2412 Povey Road
American Falls, ID 83211

Andy Povey
2602 Povey Road
American Falls, ID 83211

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the parties hereto and all such parties shall be jointly and severally liable under the terms of this contract.

RIGHT OF FIRST REFUSAL

If at any time during the term of the lease or any renewal thereof, either party decides to sell either or both premises, or any part thereof, or any of the water shares, the other party shall have a right of first refusal or the first option to purchase that premises, portion of the premises, or water shares, as the case may be, from the other party, for the price offered to the other party. This right of first refusal will occur in that the offering party will notify the other party of the offer. The receiving party of the notice of offer will have thirty (30) days from the date of receipt in which to notify the offered party of their exercise of the option of the right of first refusal. Thereafter, if the notified party decides to match the offer and purchase the premises or water, the notifying party will have sixty (60) days in which to consummate the purchase upon the same terms and conditions as

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the original offer. Notwithstanding the non-exercise of this right of first refusal, any sale of the premises, portion of the premises, or water shares, shall be subject to this contract.

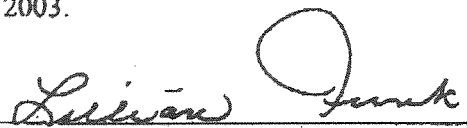
CLOSING

Closing shall occur prior to July 1, 2003. The closing agent shall be the title company. Povey will pay all the costs for closing as outlined above.

If it become necessary for either party to enforce its rights under this contract, the prevailing party shall be entitled to recover its reasonable attorney fees and costs from the other party.

This contract can be recorded and shall run with the land described.

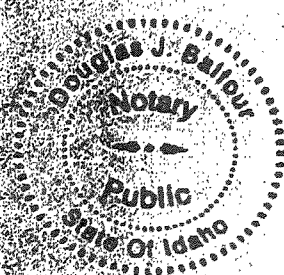
DATED this 21 day of Mar, 2003.


Lillian Funk

STATE OF IDAHO)
):ss
County of Bannock)

On this 21 day of March, 2003, before me, a Notary Public for the State of Idaho, personally appeared Lillian Funk, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she voluntarily executed the same.

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




Notary Public

My Commission Expires May 28, 2006

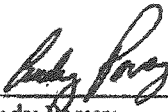
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DATED this 20th day of March, 2003.

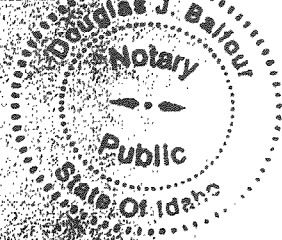


Andy Povey

STATE OF IDAHO)
):ss
County of Bannock)

On this 20 day of March, 2003, before me, a Notary Public for the State of Idaho, personally appeared Andy Povey, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he voluntarily executed the same.

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





Notary Public
My Commission Expires May 26, 2008

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ATTACHMENT 36 OF 54

CONSERVATION RESERVE PROGRAM CONTRACT

3. CONTRACT NUMBER 92-408	4. ACRES FOR CRP 260.7 acres
5. FARM NUMBER 1310-1500	6. RENTAL RATE PER ACRE \$ 49.99
9. BID TYPE (Select one)	
STANDARD ☒	WELLHEAD STANDARD ☐
EASEMENT ☐	WELLHEAD EASEMENT ☐

7. COUNTY OFFICE ADDRESS & TELEPHONE NUMBER
Power County ASCS Office
P.O. Box 180
American Falls, ID 83211

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "Owner", "Operator", and "Tenant", respectively) on the farm identified above and below. The undersigned person or persons shall hereafter be referred to as "the Participant." The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant agrees to convey to the CCC a conservation easement over those areas subject to this contract which are to be established or maintained as living snow fences, permanent wildlife habitat, windbreaks, shelterbelts, or filterstrips for the useful life of such plantings. The easement shall be of a term and conveyed in accordance with, such title and other requirements prescribed by this contract, including a right of access to such land. Payment under this CRP Contract is conditioned upon the granting of these rights to CCC and upon these rights being superior to that of any other person or entity. The Participant and CCC agree to comply with the terms and conditions contained in this Contract including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person and that such person has signed the last page of such Appendix. Such person also agrees to allow CCC a period of 30 days from the close of the applicable sign-up period to accept this Contract and agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant does not allow CCC such 30-day period in which to execute this Contract. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS CRP-1, CRP-1 Appendix and any addendum thereto, CRP-1 Continuation, CRP-2, and CRP-15.

Do you intend to Alley Crop Acres for CRP? If "YES", complete item 9.	9. OFFER FOR PERMISSION TO ALLEY CROP	
	Based on the \$ _____ per acre offer to participate in CRP under CP19, Alley Cropping, I/we submit an offer of \$ _____ per acre reduction, from the amount specified in item 6, in the annual rental payments for permission to produce agricultural commodities on eligible acres in accordance with the provisions for alley cropping set out in the Appendix.	
YES ☐	I/we understand that for each year of the CRP contract the annual rental payment will be reduced by the amount agreed to above and that an annual payment reduction of less than 50 percent will not be accepted.	
NO ☐		

10. OWNERS AND OPERATORS	
A. OPERATOR NAME AND ADDRESS Knudsen Poor Farms Inc. 2700 W 2100 S Aberdeen, ID 83210	SOCIAL SECURITY NUMBER 82-0341659 SIGNATURE <i>[Signature]</i> DATE _____ 100% <i>[Signature]</i> (President) SOCIAL SECURITY NUMBER _____ SIGNATURE _____ DATE _____
B. OWNER NAME AND ADDRESS	% SOCIAL SECURITY NUMBER _____ SIGNATURE _____ DATE _____
C. NAME AND ADDRESS	% SOCIAL SECURITY NUMBER _____ SIGNATURE _____ DATE _____

11. ANNUAL PAYMENTS FOR THIS CONTRACT WILL BE PAID AS FOLLOWS:			
FISCAL YEAR	AMOUNT	FISCAL YEAR	AMOUNT
12	13	14	15
1993	\$13,032	2000	\$13,032
1994	\$13,032	2001	\$13,032
1995	\$13,032	2002 <i>1992</i>	\$13,032
1996	\$13,032	2002 <i>1 year extension</i>	\$13,032
1997	\$13,032	2003 <i>1 year extension</i>	\$13,032
1998	\$13,032		
1999	\$13,032		
		(Item 13 and Item 15) TOTAL AMOUNT	\$130,320

16. CCC USE ONLY - Payments according to the shares are approved.	SIGNATURE OF CCC REPRESENTATIVE <i>[Signature]</i>	DATE 6-13-92
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Detail Print of Individual Contract

Contract Number: 2001 Farm Number: 2365 Signup Number: 11 Contract Status: Active
Program Year: 1992 Farm Cropland: 3,112.5 Pool Number: 01
Final Payment Year: 2003 Year Modification: 2nd
Effective Date: 04-30-1993 Original CRP-1 Start Date: 10-01-1991

CROP	ACRES REDUCED	YIELD
Wheat	38.9	78
Oats	51.0	81
Barley	105.3	36

Rental Rate: 49.99 Total Acres Approved: 260.7 Land Class/Subclass: Erosion Before:
Approval Date: 04-10-1993 Total Annual Payment: 13,032 Soil Loss Tolerance: 5.0 Erosion After:
Wetland Acres: Scour Acres:
Erosion Index Water: 1 Erosion Index Wind: 7
Wellhead Protection Acres: Population Served:
Water Quality 319 Acres: Conservation Priority Acres:
USLE Acres: 260.7 USLE Erosion Before: 1 USLE Erosion After: 1
WEQ Acres: 260.7 WEQ Erosion Before: 12 WEQ Erosion After: 1
Soil Map Unit Symbol: PHD Soil Survey Area Identification Number: 16770 COC Bid Recommendation Code: A
Percent of Bid Acreage Irrigated Previous Year: ALL

FRAC	ACRES	EST C/S	ACT C/S
CPI	260.7	6.778	5.861

OPERATOR NAME ID NUMBER TYPE SHARE

PRODUCER NAME	ID NUMBER	TYPE	SHARE	OWNER NAME	ID NUMBER	TYPE	SHARE
				KNUDSEN POOR FARMS INC	82 0341659	E	ALL

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REPRODUCE LOCALLY. Include form number and date on all reproductions.

Form Approved - OMB No. 0580-0125

CRP-1F Addendum
(01-10-01)U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit CorporationCRP-1 MODIFICATION TO EXTEND THE EXPIRATION DATE
FOR 1 YEAR1. ST. & CO. Code
16 077 (Idaho, Power)2. Contract Number
92-408A3. Farm Number
~~2176~~ 2304

4. TERMS TO EXTEND EXPIRATION DATE OF THE CRP-1 CONTRACT

This contract modification is entered into by the Commodity Credit Corporation (CCC) and the undersigned participant(s) of the Conservation Reserve Program (CRP) contract in item 2 above.

By signing this contract modification, the participant(s) and CCC agree to:

- extend the expiration date of the CRP contract identified in item 2 above for the period from October 1, 2001, through September 30, 2002.
- comply with the terms and conditions of the cited contract as contained in the corresponding CRP-1, CRP-1 Appendix, and any addendum thereto.
- extend the lifespan of all CRP practices established for the contract identified in item 2 above for 1 year longer than indicated on AD-245, page 2 or for 1 year longer than was agreed to under other extension provisions.

It is so agreed and understood.

260.7 acres @ 49.99/ac = \$13,032 Annual Payment.

Participant Name (Printed)
Knudsen Poor Farms Inc.

Participant Signature

Date

Participant Name (Printed)

Participant Signature

Date

Participant Name (Printed)

Participant Signature

Date

Participant Name (Printed)

Participant Signature

Date

5. Signature of CCC Representative

Date

6. County FSA Office Name and Address

Power County FSA Office

P.O. Box 180

503 N. Oregon Trail

American Falls, ID 83211-0180

Telephone No. (208) 226-5139 FAX: 226-3122

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995, as amended. The authority for requesting the following information is 7 CFR Part 704. The information will be used to modify the CRP-1 contract by extending the expiration date for 1 year. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in loss of benefits. This information may be provided to other agencies, FSA Department of Justice, or other State and Federal Law enforcement agencies, and in response to a court order or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 285, 287, 371, 841, 851, 1001; 16 USC 714a; and 31 USC 3722, may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0580-0125. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. RETURN THIS COMPLETED FORM TO THE COUNTY FSA OFFICE.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, sex, age, disability, or ethnicity. It also prohibits discrimination on the basis of religion, marital status, or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication should contact USDA at (202) 720-6141 or (202) 720-6142 for information on alternative communication methods.

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REPRODUCE LOCALLY. Include form number and date on all reproductions. Notice CRP-39

Form Approved - OMB No. 0560-0125

CRP-1 F Addendum
(01-14-02)U.S. DEPARTMENT OF AGRICULTURE
Commodity Credit Corporation

1. ST. & CD. Code

16 077

2. Contract Number

408 B

3. Farm Number

2304 2365

**CRP-1 MODIFICATION TO EXTEND THE CONTRACT EXPIRATION
DATE FOR 1 YEAR****4. TERMS TO EXTEND EXPIRATION DATE OF THE CRP-1 CONTRACT**

This contract modification is entered into by the Commodity Credit Corporation (CCC) and the undersigned participant(s) of the Conservation Reserve Program (CRP) contract in Item 2 above.

By signing this contract modification, the participant(s) and CCC agree to:

extend the expiration date of the CRP contract identified in Item 2 above for the period from October 1, 2002, through September 30, 2003.

comply with the terms and conditions of the cited contract as contained in the corresponding CRP-1, CRP-1 Appendix, and any addendum thereto.

extend the lifespan of all CRP practices established for the contract identified in Item 2 above for 1 year longer than indicated on AD-245, page 2 or for 1 year longer than was agreed to under other extension provisions.

It is so agreed and understood.

Participant's Name (Printed) Knudsen Poor Farms Inc.	Participant's Signature <i>[Signature]</i>	Date <i>[Signature]</i>
Participant's Name (Printed)	Participant's Signature <i>[Signature]</i>	Date <i>[Signature]</i>
Participant's Name (Printed)	Participant's Signature <i>[Signature]</i>	Date <i>[Signature]</i>
Participant's Name (Printed)	Participant's Signature <i>[Signature]</i>	Date <i>[Signature]</i>

5. Signature of CCC Representative <i>[Signature]</i>	Date 4-9-02	6. County FSA Office Name and Address (Include ZIP Code) Power County FSA Office 503 N. Oregon Trail P.O. Box 180 American Falls, ID 83211-0180 Telephone Number: (208) 226-5139
--	----------------	---

NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a) and the Paperwork Reduction Act of 1995 (44 USC 3501-3507): The authority for requesting the following information is 7 CFR 101.704. The information will be used to modify the CRP-1 contract by extending the expiration date for 1 year. Furnishing the requested information is voluntary. Failure to furnish the requested information will result in loss of benefits. This information may be provided to other agencies, IRS, Department of Justice or other State and Federal Law enforcement agencies and in response to a court magistrate or administrative tribunal. The provisions of criminal and civil fraud statutes, including 18 USC 288, 287, 371, 641, 651, 1001, 18 USC 714a, and 51 USC 5729, may be applicable to the information provided.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0560-0125. The time required to complete this information collection is estimated to average 5 minutes per response including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimated or any other aspect of this collection of information, including suggestions for reducing this burden to the CRP Program Manager, CCRP, Stop Code 0515, 1400 Independence Avenue, SW, Washington, DC 20250-0515; and to the Office of Management and Budget, subject Paperwork Reduction Project (OMB No. 0560-0125).

RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.

The U. S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication in program information (braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-0800 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 325-N, Western Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-4410 or call (202) 720-6392. USDA is an equal opportunity provider.

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Idaho Secretary of State Viewing Business Entity

[[New Search](#)] [[Back to Summary](#)]
[[Get a certificate of existence for KNUDSEN POOR FARMS, INC.](#)]

KNUDSEN POOR FARMS, INC.

2700 W 2100 S
ABERDEEN, ID 83210

Type of Business: CORPORATION, GENERAL BUSINESS

Status: GOODSTANDING, NOTDET SENT 02 Jun 2003

State of Origin: IDAHO

Date of 08 May 1978

Origination/Authorization:

Current Registered Agent: BOB KNUDSEN, JR.
2700 WEST 2100 SOUTH
ABERDEEN, ID 83210

Organizational ID / Filing C58385
Number:

Number of Authorized Stock 500
Shares:

Date of Last Annual Report: 30 Jun 2003

IDSOS Document

-Page 1 of 1

No. C 58385		Due no later than May 31, 2003 Annual Report Form		2. Registered Agent and Office NO PO BOX	
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080		1. Mailing Address - Correct in this box, if applicable. KNUDSEN POOR FARMS, INC. BOB KNUDSEN, JR. 2700 W 2100 S ABERDEEN, ID 83210		BOB KNUDSEN, JR. 2700 WEST 2100 SOUTH ABERDEEN, ID 83210	
NO FILING FEE IF RECEIVED BY DUE DATE				3. New Registered Agent Signature	
4. Corporations: Enter Names and Business Addresses of President, Secretary and Directors.					
Office held	Name	Street or P.O. Address	City	State	Zip
President	Bob Knudsen Jr.	2700 W 2100 S	Aberdeen	ID	83210
5. Organized Under the Laws of: IDAHO C 58385		6. Signature Date 25 June 2003 Name (typed) Bob Knudsen Jr. Title President			
Issued 03/03/2003		Do Not Tape or Staple		1993	

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Knudsen Irrigation, Inc.

2700 W. 2100 S.

Aberdeen, ID. 83210

Fax

To: Keith Wilson From: _____
Fax: _____ Date: _____
Phone: _____ Pages: _____
Re: _____ CC: _____

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

•Comments:

Andy Povey

ORIGINAL POH.

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ATTACHMENT 42 OF 56

378316

SPECIAL WARRANTY DEED

The Grantor, Farm Credit Bank of Spokane, successor by merger to The Federal Land Bank of Spokane, a corporation, for and in consideration of good and valuable consideration in hand paid, transfers and conveys to KNUDSEN POOR FARMS, INC., a corporation, the Grantee, the following described real estate, situated in the County of Bingham, State of Idaho:

Township 1 South, Range 33 East Boise Meridian:

Section 27: S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 28: S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$

The Grantor warrants against encumbrances suffered or created by the Grantor, free and clear of encumbrances except all taxes, assessments, and charges to be paid by the Grantee.

Grantor hereby expressly grants and conveys unto Grantee, their successors and assigns forever, all water rights, oil, gas, hydrocarbons, coal or other minerals of whatsoever nature lying in or under the above described lands and all royalty interests as to oil, gas, and other minerals produced and saved therefrom which have not been previously reserved and which may be or upon said lands above described or any part thereof.

GREEN, SERVICE,
GASSER & KERL
ATTORNEYS AT LAW
P.O. BOX 4883
POCATELLO, IDAHO
83205-4883
(208) 232-4471

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ATTACHMENT 43 OF 56

DATED This 15th day of February, 1989.

FARM CREDIT BANK OF SPOKANE

GREEN, SERVICE,
GASSER & KERL
ATTORNEYS AT LAW
P.O. BOX 4883
POCATELLO, IDAHO
83205-4883
(208) 232-4471

By *Harry B. Gambles*
Title: Authorized Representative

ATTEST:

STATE OF IDAHO)
) ss
County of Bingham)

On this 15th day of February, 1989, before me, the undersigned Notary Public in and for said county and state, personally appeared HARRY B. GAMBLES, known or identified to me to be the authorized representative of the corporation that executed the foregoing instrument, and acknowledged to me that he executed the same on behalf of said corporation.

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



(SEAL)

Walter E. Jackson
NOTARY PUBLIC for Idaho
Residing at: Blackfoot
Commission Expires: 4-15-91

378316

RECORDED & INDEXED
FEB 16 1989
6⁰⁰ P.M.

1989 FEB 16 PM 1:22

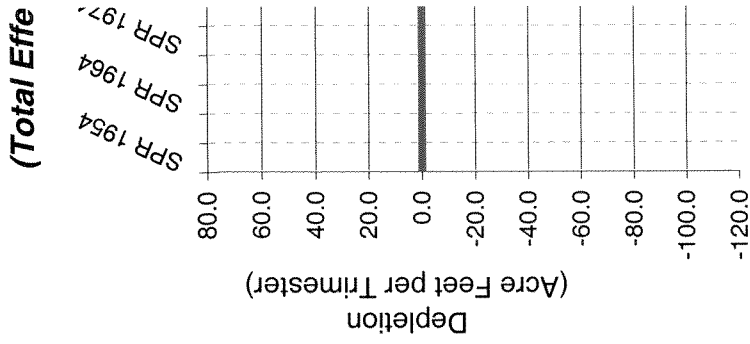
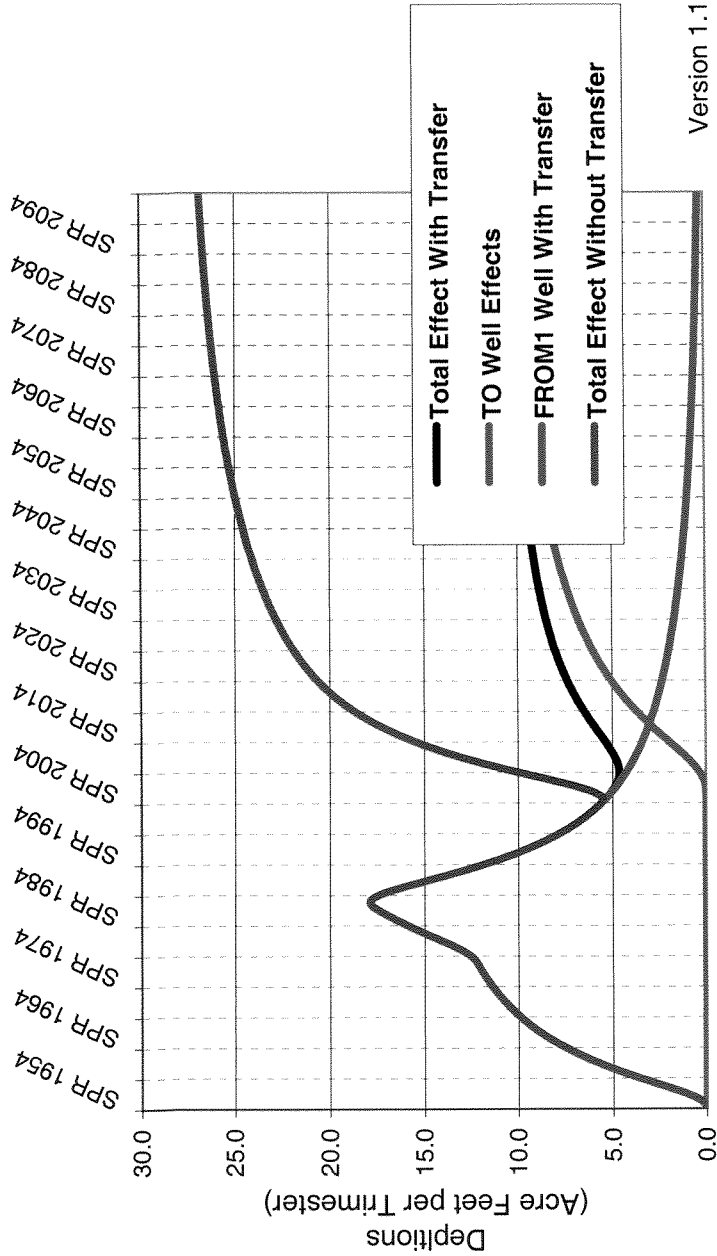
RECORDED AT THE REQUEST OF

SPECIAL WARRANTY DEED
PAGE 2
2/6/038/11 SCANNED

AUG 26 2003

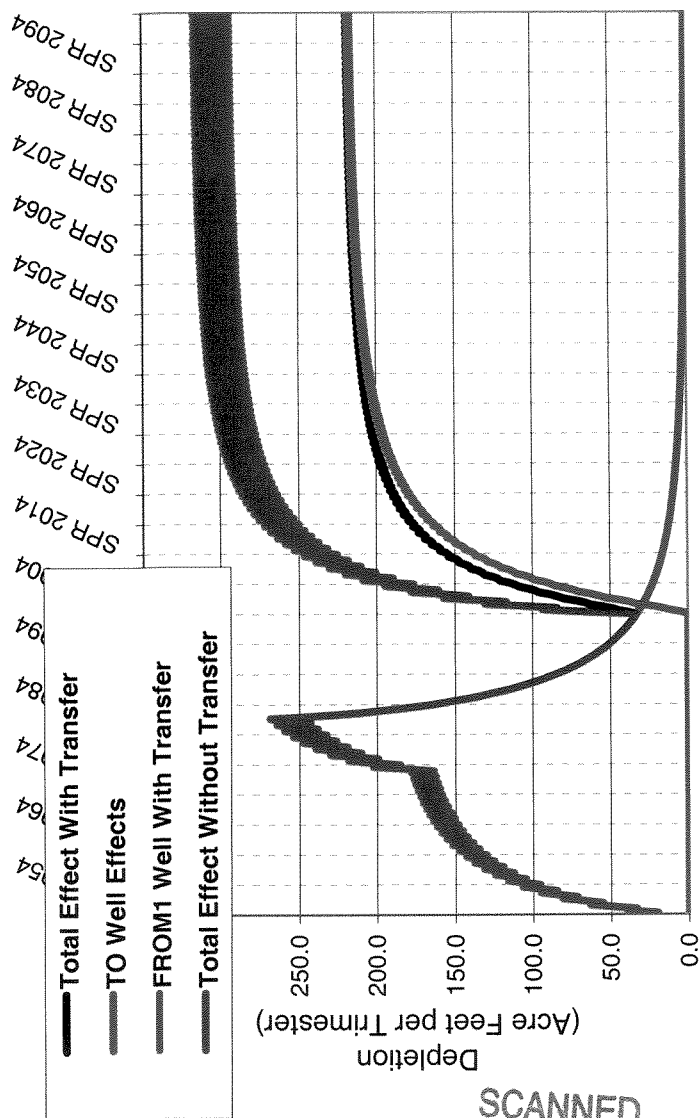
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Hydrologic Response--Heise/Ashton to Lewisville



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Hydrologic Response--Near Shelley to Neeley Reach



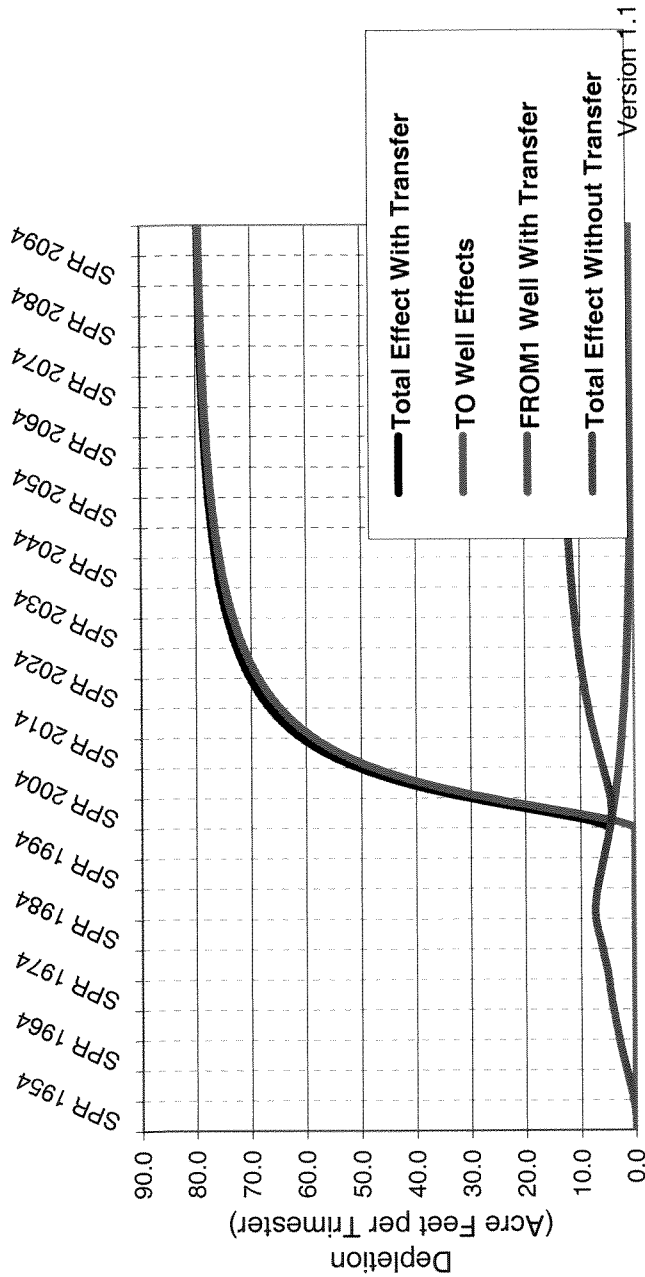
Version 1.1

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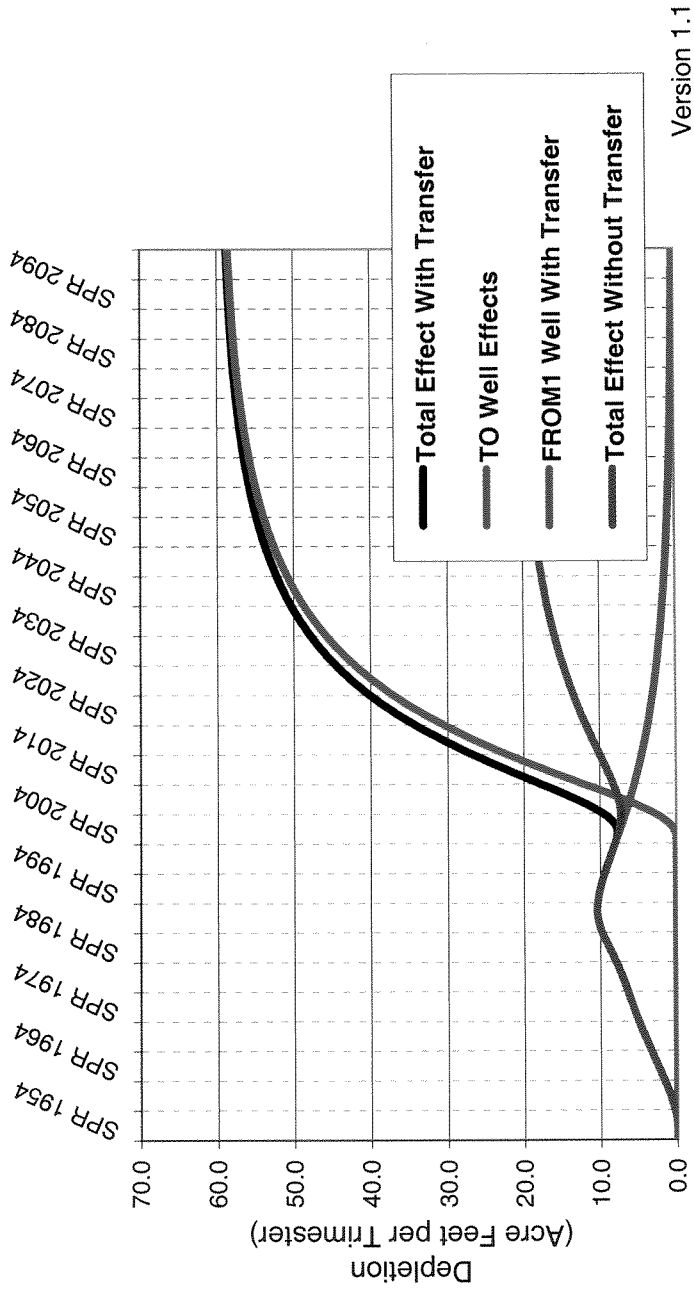
Hydrologic Response--Neeley to Minidoka Reach



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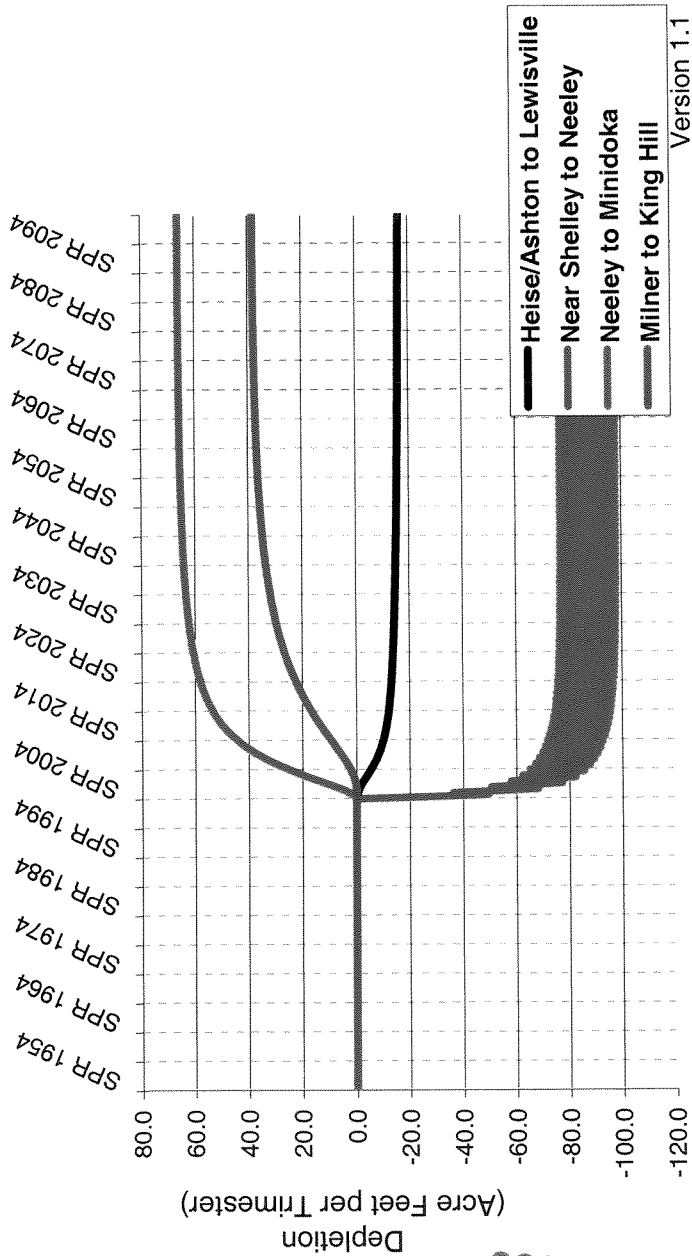
Hydrologic Response-- Milner to King Hill Reach



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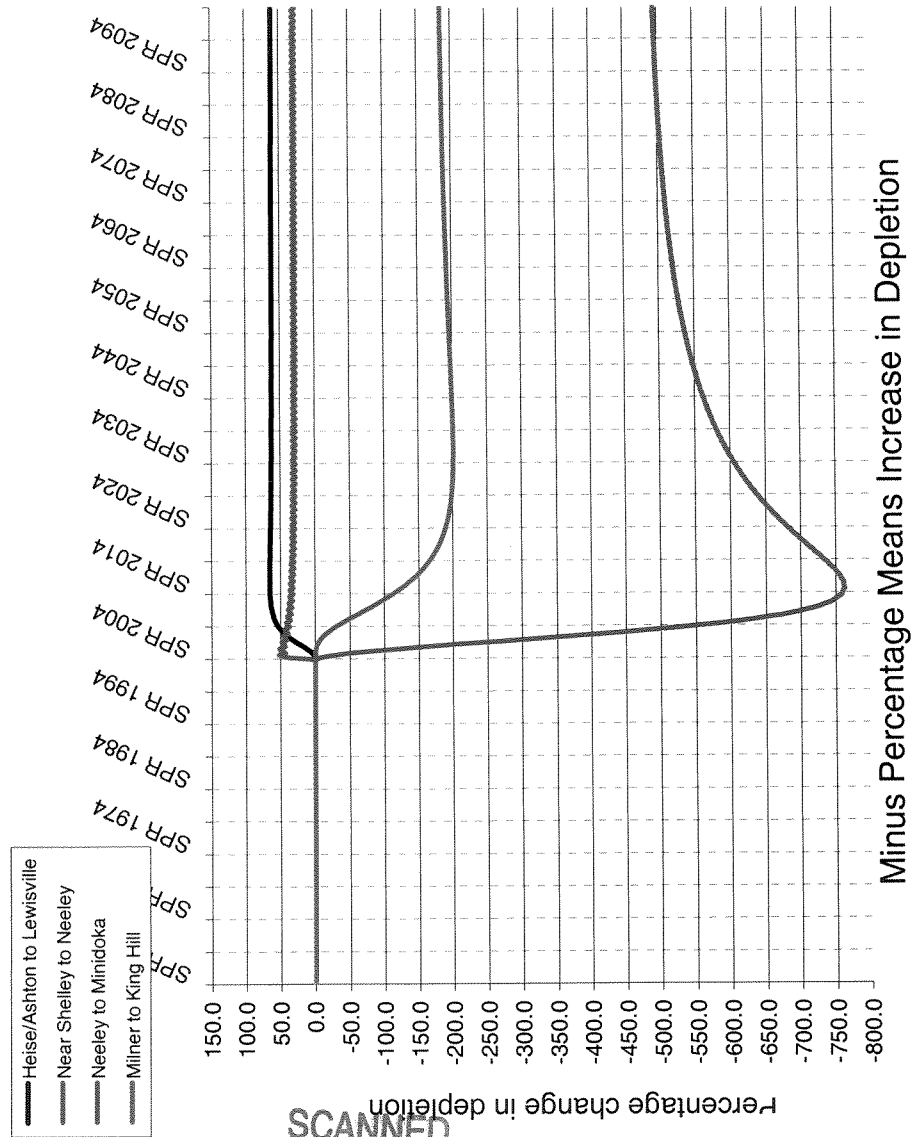
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(Total Effect With Transfer - Total Effect Without Transfer)



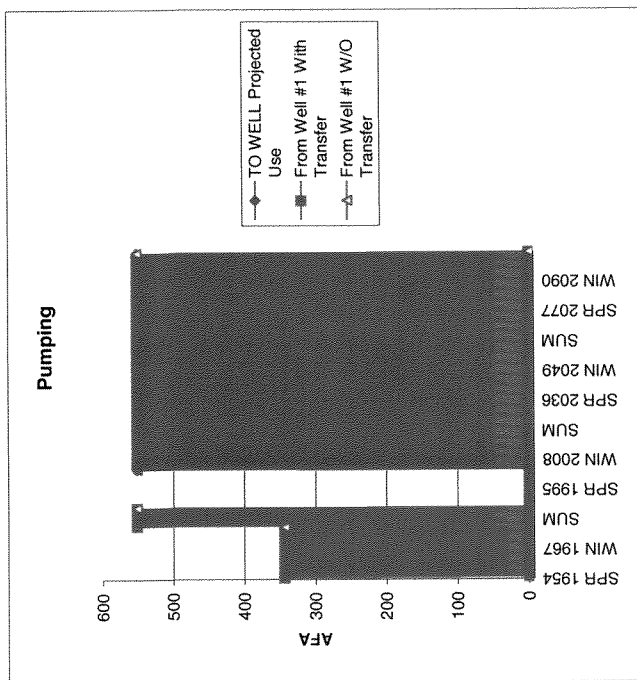
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AUG 26 2003

Net Transfer Effect Percentage
(Total Effect With Transfer - Total Effect Without Transfer)



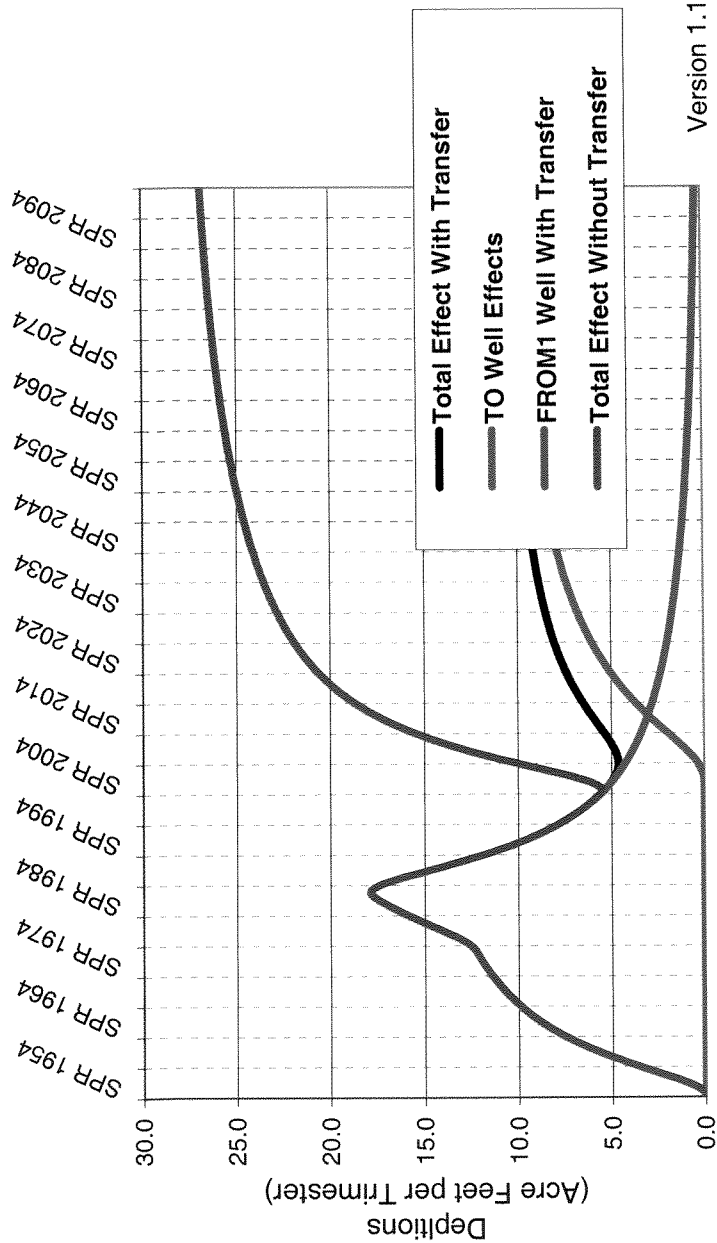
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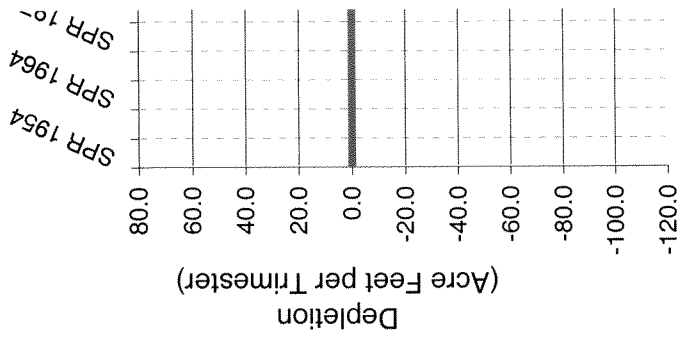
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ATTACHMENT 50 OF 56

Hydrologic Response--Heise/Ashton to Lewisville



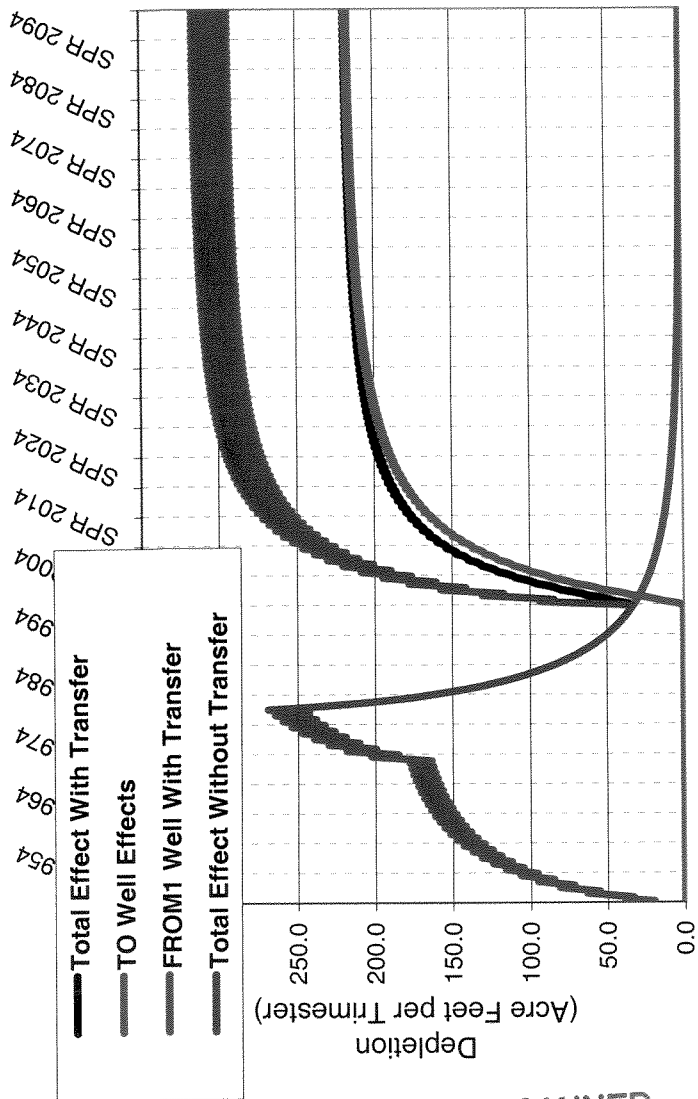
(Total Effect)



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Hydrologic Response--Near Shelley to Neeley Reach



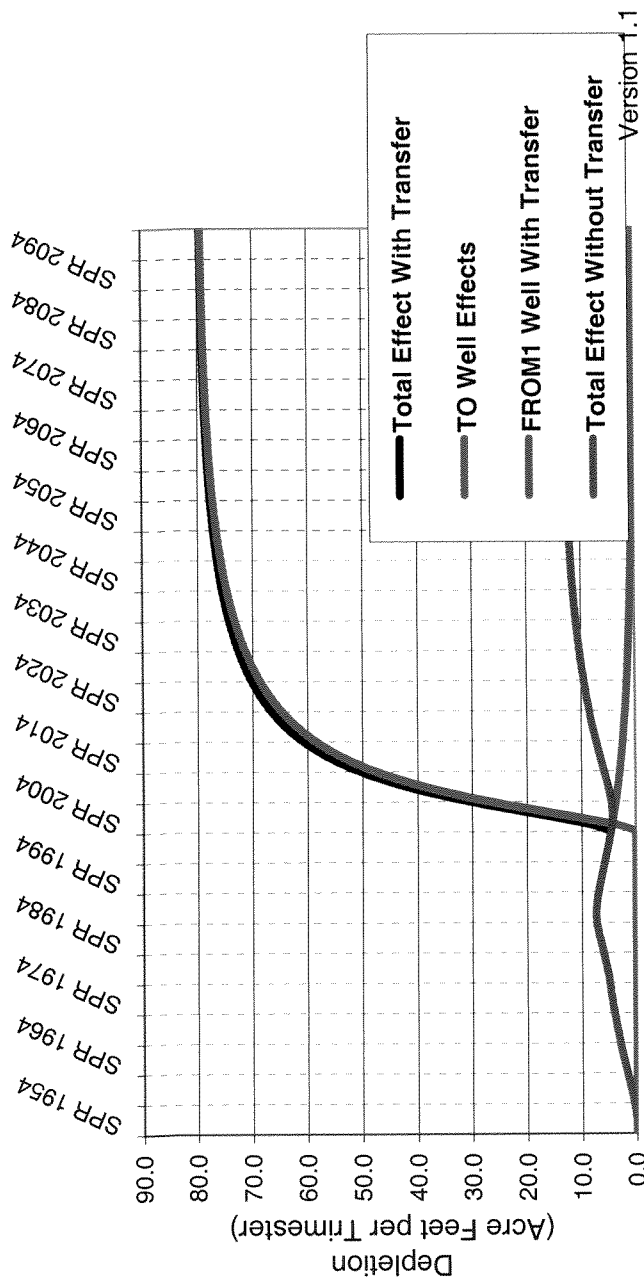
Version 1.1

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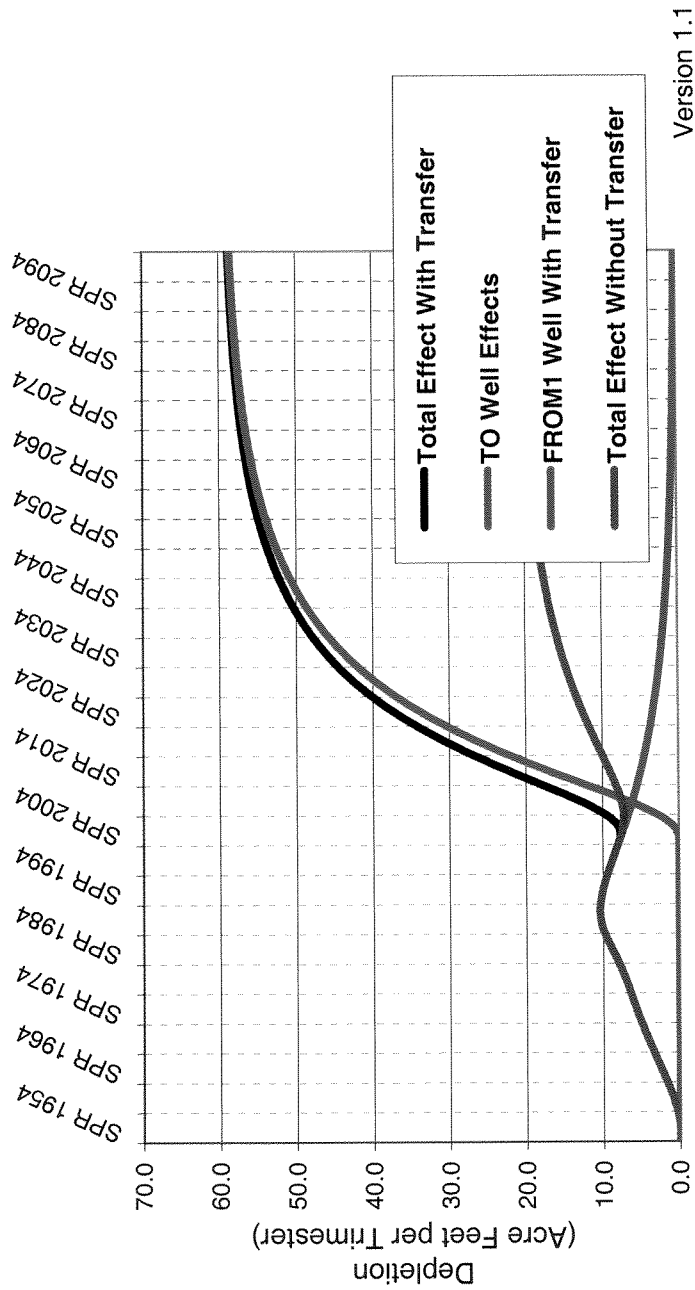
Hydrologic Response--Neeley to Minidoka Reach



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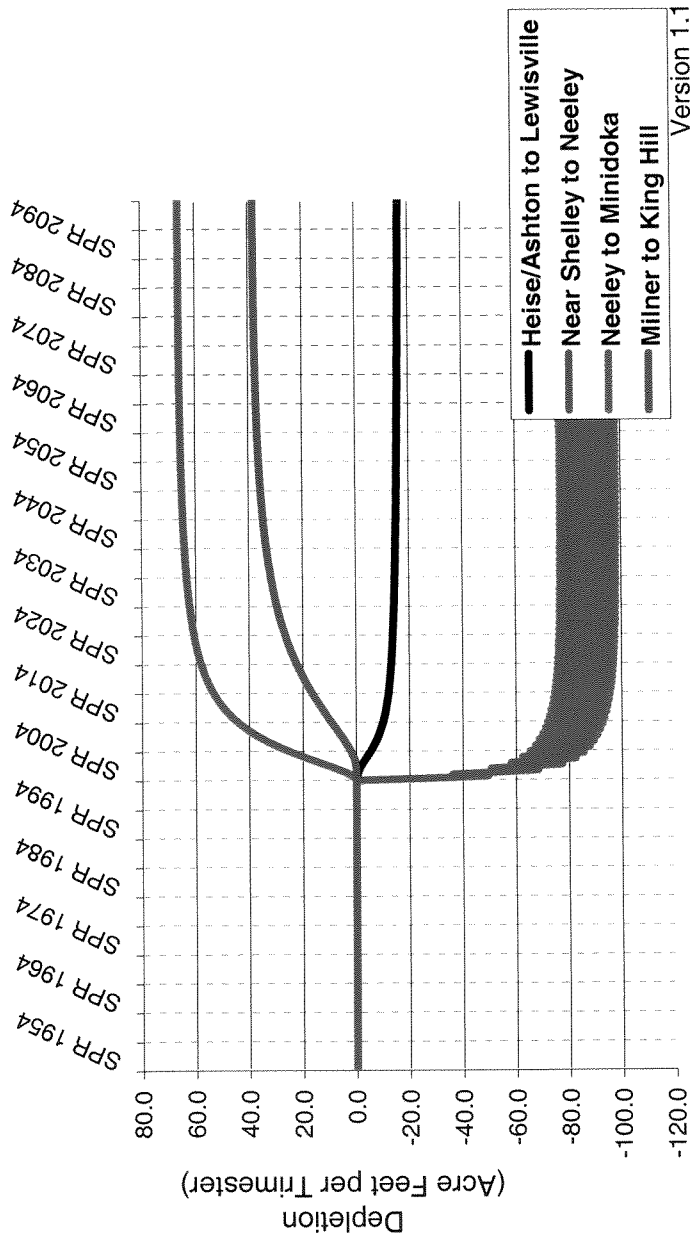
Hydrologic Response-- Milner to King Hill Reach



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Net Transfer Effect
(Total Effect With Transfer - Total Effect Without Transfer)



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Cover Letter

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attention Keith Wilson

Regarding Andrew E Pover water right transfer.

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