

OCT 21 1999

Report of \_\_\_\_\_

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,  
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION  
OF RIGHTS TO THE USE OF WATER FROM  
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A22-02303C

Date Received: 7/12/1988

Receipt No: E025411

Received By: EME

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

1. Name: RICKS COLLEGE 208-356-2411  
Address: REXBURG ID 83460-4107

2. Date of Priority: JUN 25, 1953

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

| Township | Range | Section | 1/4 of | 1/4 of | 1/4 of | Lot | County  |
|----------|-------|---------|--------|--------|--------|-----|---------|
| 06N      | 39E   | 20      | SW     | NE     | SE     |     | MADISON |

5. Description of diverting works:  
WELL PUMP MAINLINE TO LATERALS WITH SPRINKLERS

6. Water is used for the following purposes:

| Purpose    | From  | To    | C.F.S | (or) | A.F.A. |
|------------|-------|-------|-------|------|--------|
| IRRIGATION | 04/01 | 11/01 | 0.780 |      |        |

7. Total Quantity Appropriated is:  
0.780 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

| Township | Range | Section | 1/4 of | 1/4 of | Lot | Use | Acres |
|----------|-------|---------|--------|--------|-----|-----|-------|
| 06N      | 39E   | 20      | NE     | SE     |     | IRR | 12.0  |
|          |       |         | NW     | SE     |     | IRR | 24.0  |
|          |       |         | SW     | SE     |     | IRR | 3.0   |

A2202303C



10. Place of Use: Continued

| Township | Range | Section | 1/4 of 1/4 | Lot | Use           | Acres |
|----------|-------|---------|------------|-----|---------------|-------|
|          |       |         |            |     | Section Acres | 39.0  |
|          |       |         |            |     | Total Acres   | 39.0  |

11. Place of use in counties: MADISON

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:  
NONE

14. Remarks:  
Claim represents a portion of license 22-02303 appurtenant to  
applicants land

15. Basis of Claim: LICENSE

Water Right Number: 24247

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do \_\_\_\_\_ do not \_\_\_\_\_ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

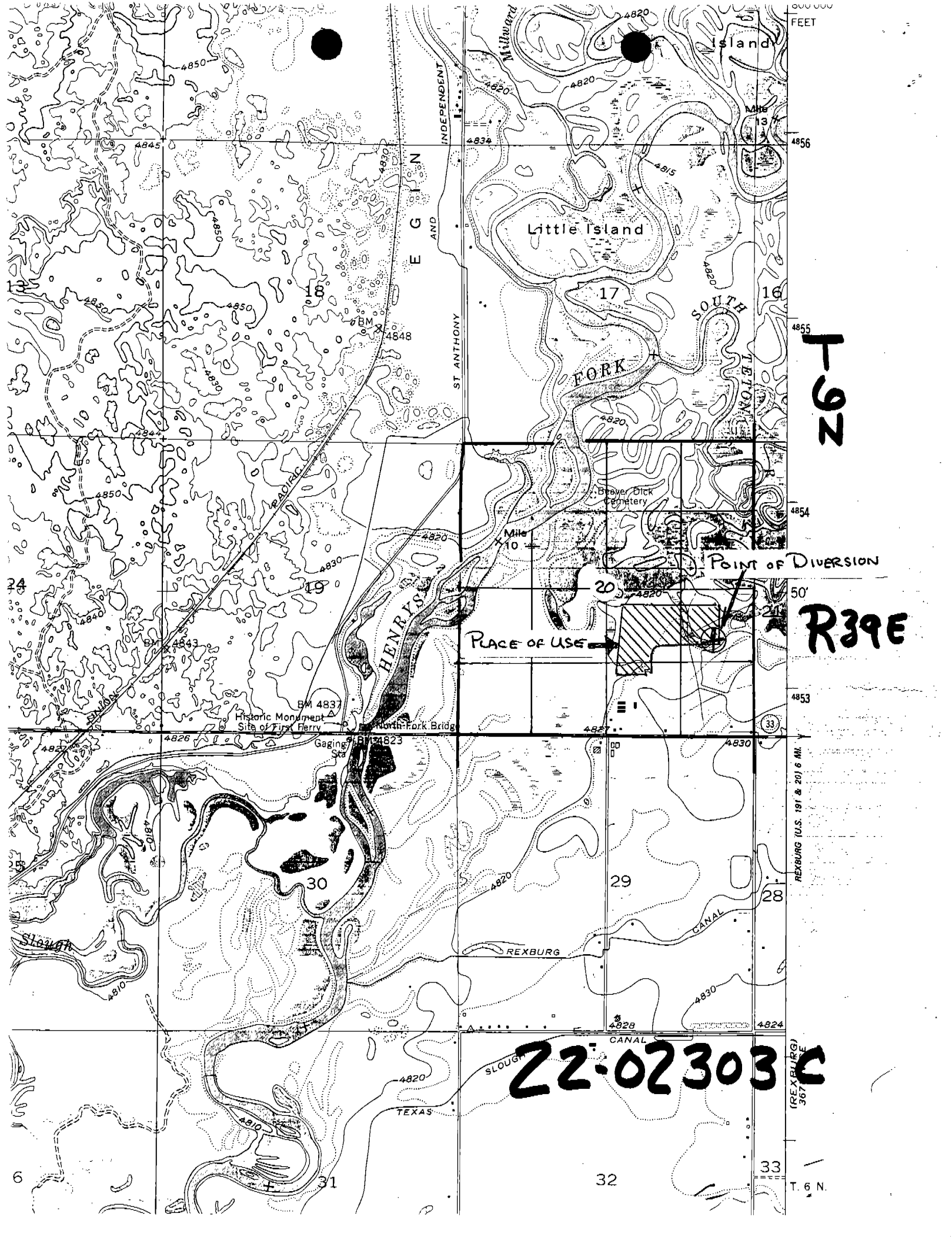
Number of attachments: \_\_\_\_\_

I do solemnly swear or affirm that I am Support Facilities Manager of  
Title  
Ricks College, that I have signed the foregoing  
Organization  
document in the space below as Support Facilities Manager of  
Title  
Ricks College and that the statements contained in the  
Organization  
foregoing document are true and correct. Kellen Ellsworth

Date \_\_\_\_\_

Seal

Date: 09/29/99



5000 FEET

1-62

R39E

22-02303C

REXBURG (U.S. 191 & 20) 6 MI.

(REXBURG) 367

T. 6 N.

T-888

42.7  
1 HEL

17.16  
20.21

17.5

44.9  
2 HEL

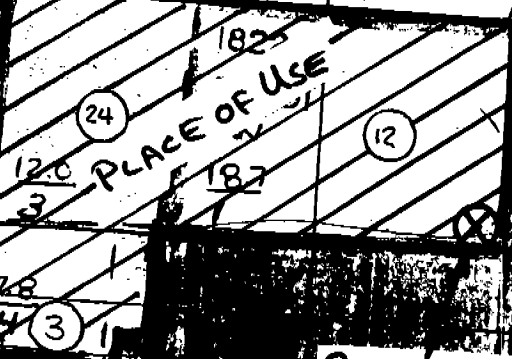
22.4

10.5  
2 HEL

SEC 20

R39E  
T6N

23.8



T-714

174  
T-715

20.1

POINT OF DIVERSION

T-714

RICKS

COLLEGE

DAIRY

22-02303C

20 21

29 28



State of Idaho

## DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

*Clay Fullmer*

EASTERN REGION

DIRK KEMPTHORNE  
Governor

KARL J. DREHER  
Director

January 15, 2003

RICKS COLLEGE  
REXBURG ID 83340

RE: OWNERSHIP CHANGE ON WATER RIGHTS 22-2303B, 22-2174, 22-2303C, 22-4130, 22-4131, 22-7448, 22-7463, 22-7477

Dear Sir or Madam:

It has come to my attention the above referenced water rights need to be changed to the name BYU Idaho. 22-2303B was formerly owned by Dwight S. Spaulding. A copy of this claim is enclosed for your review. If you, in fact, purchased this property, please fill out one of the enclosed "Notice of Change of Water Right Ownership" forms.

Claims 22-2174, 22-2303C, 22-4130, 22-4131, 22-7448, 22-7463, and 22-7477 are currently in the name of Ricks College. Please complete the second ownership change form to change this name. Total processing fee is \$100.

If you have questions please do not hesitate to call.

Sincerely,

*Jennifer Crabtree*

Jennifer Crabtree  
Technical Records Specialist

Enclosure

Log for claim 22-02303C

Spatial Dynamics LTD

6/29/01

| TR             | SEC | QQ   | Acres<br>Claimed | Acres<br>Found | COMMENT |
|----------------|-----|------|------------------|----------------|---------|
| 06n39e         | 20  | NESE | 12               | 11             |         |
| 06n39e         | 20  | NWSE | 24               | 24             |         |
| 06n39e         | 20  | SWSE | 3                | 1.4            |         |
| <b>Totals:</b> |     |      | 39               | 36.4           |         |

**RECEIPT**  
For Monies Paid  
to the  
Idaho Department of Water Resources

Receipt No:

ED25411

Date:

Time: 10/27/1997  
13:50:20

Received

From:

RICKS COLLEGE

Type of Payment

Program A cct

Amount

ADJUDICATION FEE

41503

337

1152

89.00

LATE FEE

41503

337

1152

50.00

Total

\$

139.00

CHECK

034221

Water Right Numbers

A22-023030

Region: EASTERN

Signature:

*Ernest Carlson*

WARRANTY DEED

THIS INDENTURE, Made this 11<sup>th</sup> day of ~~August~~ <sup>September</sup>, 1991, between JENSEN FARMS, an Idaho limited partnership, with its principal place of business at 5195 W. Hwy. 33, Rexburg, ID 83440, the party of the first part, and RICKS COLLEGE, a Utah corporation duly organized under and by virtue of the Laws of the State of Utah, but authorized to do business within the State of Idaho, with its Idaho address at Ricks College Administration Building, 100 E. 2nd S., Rexburg, ID 83460-4107, the party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Ten and no/100 Dollars, lawful money of the United States of America, and other valuable consideration to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and by these presents, does grant, bargain, sell and convey and confirm unto the said party of the second part, and its successors and assigns, forever, all the following described real estate, situated in Madison County, State of Idaho, to-wit:

Parcel 1:

Beginning at a point that is N89°48'47"W 660.00 feet along the Section line and North 1609.00 feet from the Southeast corner of Section 20, T6N, R39E, B.M., and running thence N89°34'45"W 1193.05 feet; thence North 761.23 feet; thence S89°34'45"E 1193.05 feet; and thence South 761.23 feet to the point of beginning. Contains 20.85 acres, more or less.

LESS the "common well area" described as:

Beginning at a point that is N89°48'47"W 660.00 feet along the Section line and North 1609.00 feet from the Southeast corner of Section 20, T6N, R39E, B.M., and running thence N89°34'45"W 125.00 feet, thence N36°52'59"E 208.26 feet; and thence South 167.50 feet to the point of beginning.

Together with an undivided thirty percent (30%) interest in and to Water Claim No. A22-10044 in the Snake River Basin Water System Adjudication Proceedings, and an undivided thirty percent (30%) in and to an irrigation well located on the "common well area" described in the preceding paragraph, (the other owners of interests in said irrigation well are said Jensen Farms Limited Partnership, with a 40% interest, and Dwight Spaulding with a 30% interest), and the repair, maintenance, upkeep and power charges are paid by all owners thereof in accordance with the percentage of interest owned, and

Together with a recorded 22 foot easement from Idaho State Highway 33 to said "common well area", and

Together with all and singular the other tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining.

Parcel 2:

Beginning at a point that is N89°48'47"W a distance of 1853.02 feet along the South section line from the Southeast corner of Section 20, T6N, R39E, B.M., and running thence North a distance of 250.00 feet; thence South 89°48'47"E a distance of 138 feet; thence South a distance of 250 feet to the section line; and thence N89°48'47"W a distance of 138 feet to the point of beginning. Containing 0.8 acre more or less.

LESS that portion of lying in the State Highway 33 right of way.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, including but not limited to a shed of metal and wood construction with dimensions of 80 feet x 40 feet, with some concrete flooring

and three overhead metal doors, and an asphalt shingled roof.

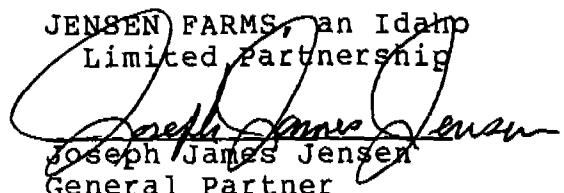
TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said part\* of the first part.

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

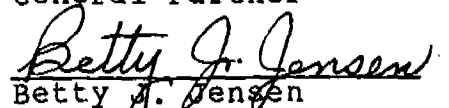
IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

JENSEN FARMS, an Idaho  
Limited Partnership

By:

  
Joseph James Jensen  
General Partner

By:

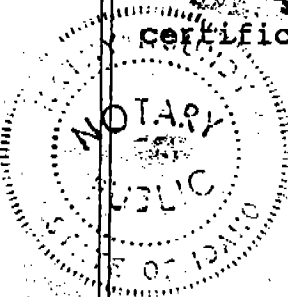
  
Betty J. Jensen  
General Partner

STATE OF IDAHO,  
County of Madison.

)  
ss.  
)

On this 11<sup>th</sup> day of ~~August~~ <sup>September</sup>, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH JAMES JENSEN and BETTY J. JENSEN, known to me to be the general partners of Jensen Farms, the partnership that executed the foregoing instrument and acknowledged to me that such partnership 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.



*Kathy Randy*  
Notary Public for Idaho  
Residing at Rexburg, Idaho  
My Commission Expires: 3-6-96

**MICROFILMED**

State of Idaho )  
County of Madison ) ss. 239213

I hereby certify that the within instrument was

filed SEP. 11 1991

to 2:45 M. and

recorded on Film 239213

Fee 12.00

by BETH B. REESE, Recorder

*A. Woods*

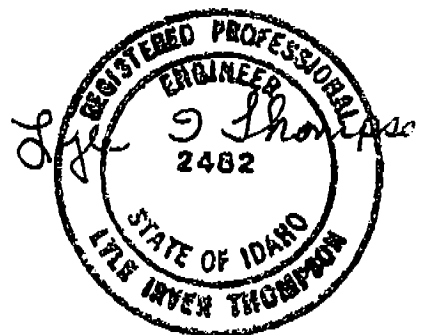
Deputy

At the request of AMERICAN LAND TITLE CO., INC.

## Legal Description

A parcel of land situated in Madison County, State of Idaho, Township 6 North, Range 39 East of the Basic Meridian, Section 20, more particularly described as follows, beginning at the Southwest corner of section 20, T6N, R 39 E, SM thence S  $89^{\circ}37'30''$  E along the south line of said section for a distance of 2384.81 feet to the True Point of Beginning, thence N  $00^{\circ}22'30''$  E for a distance of 1040.00 feet; thence S  $89^{\circ}37'30''$  E for a distance of 307.45 feet; thence N  $03^{\circ}34'32''$  E for a distance of 1968.23 feet; thence S  $88^{\circ}57'45''$  E for a distance of 1776.54 feet; thence N  $00^{\circ}26'07''$  W for a distance of 957.67 feet; thence N  $86^{\circ}06'41''$  W for a distance of 438.09 feet; thence N  $02^{\circ}52'58''$  E for a distance of 1189.86 feet; thence East for a distance of 40.00 feet; thence N  $34^{\circ}24'55''$  E for a distance of 87.41 feet; thence N  $89^{\circ}40'00''$  E for a distance of 927.83 feet; thence S  $00^{\circ}08'28''$  E for a distance of 2621.09 feet; thence West for a distance of 660.00 feet; thence South for a distance of 268.00 feet; thence N  $89^{\circ}33'39''$  W for a distance of 1186.96 feet; thence South for a distance of 2350.00 feet; thence N  $89^{\circ}37'30''$  W for a distance of 244.63 feet; thence N  $00^{\circ}22'30''$  E for a distance of 208.00 feet; thence N  $89^{\circ}37'30''$  W for a distance of 197.60 feet; thence S  $18^{\circ}22'30''$  W for a distance of 42.06 feet; thence S  $00^{\circ}22'30''$  W for a distance 168.00 feet, thence N  $89^{\circ}37'30''$  W for a distance of 590.19 feet to the True Point of Beginning containing 121.25 acres more or less.

Thompson Engineering  
 Consulting Engineering  
 P.O. Box 55  
 Rigby, Idaho 83442



A22- 02303c

IRRIGATION WELL AGREEMENT

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of April, 1978, by and between RICKS COLLEGE, a Utah Non-profit Corporation of Rexburg, Idaho 83440, hereinafter called "Ricks", and RIVERVIEW DAIRY, INC., an Idaho Corporation, of Route #1, Rexburg, Idaho 33440, hereinafter called "Riverview",

WITNESSETH:

1. Riverview Dairy, Inc. has a seventy per cent interest in that certain irrigation well, pump, and motor, identified in that certain Well Agreement between Brigham Young University, a corporation, and Silas Dwight Spaulding and Sheralyn Spaulding, husband and wife, dated November 24, 1975, and recorded on March 25, 1976, as Instrument No. 159606, records of Madison County, Idaho. The Spauldings own the other thirty per cent interest in the well.

2. Riverview Dairy, Inc. has this day conveyed to the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, for Ricks College, a part of the property to which the water right and well are appurtenant.

3. In consideration of the purchase of the property, and other good and valuable consideration, receipt of which is hereby acknowledged, Riverview does hereby agree that Ricks shall have the right, in common with Riverview, to water pumped from the well, for irrigation of the property acquired by Ricks from Riverview, and on the terms and conditions herein provided.

4. For a period of three irrigation seasons, namely the crop years 1978, 1979, and 1980, Ricks shall pay to Riverview, for use of the water, the sum of \$100.00 per year, payable on or before the first day of May of each irrigation season, and shall also pay, promptly upon billing with evidence of the calculation of the amount, a percentage of the power bill for pumping irrigation water, calculated as follows:

There shall be calculated the total acreage irrigated

A22-02303C

times the number of irrigations for each acre, for each user of water from the well. Ricks shall pay the pro-rata share of the power bill depending upon its acreage irrigated and the number of times irrigated. Riverview shall maintain the well, pump, and motor.

5. At the end of three years Riverview and Ricks shall renegotiate as to the compensation to be paid for use of the irrigation water for future irrigation seasons.

6. Riverview shall not be liable to Ricks for inability to or delay in delivering irrigation water if such delay or inability is due to the failure of the well or of the pump and equipment.

7. In the event of any water shortage from the well the amount of water which each user may claim shall be based upon the historical usage of water from the well prior to the purchase of the property by Ricks from Riverview. Riverview shall establish a reasonable and fair schedule of times of use of the water.

RICKS COLLEGE, a Utah Non-Profit Corporation

By:

Harry J. Maxwell  
Harry J. Maxwell, Acting President

RIVERVIEW DAIRY, INC.

By:

Donald J. Love  
President

ATTEST

Adrian S. Love  
Secretary

STATE OF IDAHO, )  
ss.  
County of Madison )

On this 16th day of April, 1978, before me, the undersigned a Notary Public in and for said State, personally appeared HARRY J. MAXWELL, known to me to be the Acting President of Ricks College, a Utah Non-Profit Corporation, the corporation that executed the foregoing instrument and acknowledged to me that such corporation 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.

Bridgette Whitman  
Notary Public for Idaho  
Residing at: Rexburg, Idaho  
My Commission expires: 11/10/82

A22-02303C

STATE OF IDAHO,  
County of Madison

)  
ss.  
)

On this 10<sup>th</sup> day of April, 1978, before me, the under-  
signed, a Notary Public in and for said State, personally appeared  
GERALD J. LOWE and ADA S. LOWE, known to me to be the President  
and Secretary, respectively, of RIVERVIEW DAIRY, INC., the corpora-  
tion that executed the foregoing instrument and acknowledged  
to me that such corporation 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.

*Walter W. Walker*  
Notary Public for Idaho  
Residing at: Rexburg, Idaho  
My Commission expires: Life 2/25/82

INDEXED

State of Idaho  
County of Madison  
Liberty of the Press  
No. 3  
75554  
3.00

*Walter W. Walker*  
*Notary Public*

undersigned  
APRY J.  
lege,  
operation

22-02303C