

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Water Right No(s).	Adjudication Claim No(s).	Split
	22-10021	⇒	Renumbered to 22-2175B	
	22-2175A			

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or SURVEY MAP clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY or SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Graham H. Rick
3360 S 1400 W Rexburg ID 83440

4. New Owner/Claimant(s)

Ricardo F. Smith
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

P.O. Box 8

City, State and ZIP Code

Rexburg Idaho 83440

New Telephone Number

() 208 390 7000

5. Date you acquired the property

Nov 30 1994

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use (cubic feet per second or acre-feet per annum)	Diversion Rate or Volume (acres, number and type of stock, homes, etc)	Description
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other	_____	_____
Total		_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use (cubic feet per second or acre-feet per annum)	Diversion Rate or Volume (acres, number and type of stock, homes, etc)	Description
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other	_____	_____
Total		_____

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable) _____

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only			
Received by _____	Date _____	Fee _____	
Receipted by _____	Date _____	Receipt No. _____	
Processed by _____	AJ _____	WR _____	Date _____

closing of the sale. At closing Seller must also furnish to Buyer, at Seller's expense, a policy title insurance insuring good title to said property in Buyer, free of all liens and encumbrances, and subject only to the standard printed exceptions.

b. Tract Two and one-half interest in Irrigation

Well and Water Rights. Seller retains an undivided one-half interest in the Irrigation Well and Water Rights until such time as lands listed for Irrigation under water license G-28497 are so far developed for residential or other nonagricultural purposes that it is no longer feasible to farm and irrigate from the irrigation well any substantial portions of such properties. When that point is reached, Seller shall convey to Buyer by good and sufficient Grant Deed Tract Two together with the remaining undivided one-half interest in the Irrigation Well and Water Rights.

Provided, however, that a condition precedent to acquiring title is that if final judgment is in favor of A.M.R. Corporation in the Gebrueder Heidemann lawsuit (as per the "Option to Purchase Real Estate" described in Clause 14 hereof), that Buyer does in fact exercise the option and buy pursuant thereto. (This condition precedent does not apply if final judgment is not in favor of A.M.R. Corporation in the Gebrueder Heidemann lawsuit; in those circumstances Buyer shall be en-

WARRANTY DEED

For Value Received GRANT H. RICKS AND CAMILLE D. RICKS, HUSBAND AND WIFE

Hereinafter called the Grantor, hereby grants, bargains, sells & conveys to

RICHARD F. SMITH AND JILL D. SMITH, HUSBAND AND WIFE

whose address is: 637 Millhollow Rd, Rexburg, ID 83440

Hereinafter called the Grantee, the following described premises situated in Madison County, Idaho, to-wit:

A perpetual easement for the conveyance of irrigation water from the irrigation well located in the NE1/4 of the SE1/4 of Section 31, Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho, which has been conveyed by Grantors to Grantees by warranty deed of even date herewith, to all lands located in Section 32, Township 6 North, Range 40 East, Boise Meridian. Said easement shall be for the access, use and maintenance of underground irrigation mainline located in the E1/2 of the SE1/4 of Section 31 and the S1/2 of the SW1/4 of Section 32, Township 6 North, Range 40 East, Boise Meridian, and shall include the right to enter upon the premises with equipment to repair, enlarge, or improve the irrigation mainline and to maintain the same

Grantor does hereby convey and warrant unto Grantee all reversionary rights and conveyance rights to the above described irrigation well contained in that certain agreement dated February 19, 1985 between A.M.R. Corporation as "Seller" and Douglas T. Ricks and Melissa P. Ricks as "Buyer". Grantor does hereby warrant that all conditions and requirements contained in said agreement have been fulfilled and that the irrigation well and water license appurtenant to said well shall revert to Grantee and that Grantee shall be entitled to the conveyance of said well at such time as "land listed for irrigation under water license G-28497 are so far developed for residential or other nonagricultural purposes that it is no longer feasible to farm and irrigate from the irrigation well any substantial portions of such properties." as provided in the above described agreement.

Grantors do further convey and assign to Grantee any and all interest which they may hold in a leasehold interest in and to the SW1/4 of the SE1/4 of Section 32, Township 6 North, Range 40 East, Boise Meridian, Madison County, Idaho.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: November 30, 1994

GRANT H. RICKS

CAMILLE D. RICKS

STATE OF IDAHO

COUNTY OF MADISON

On This 30th day of November, in the year 1994, before me, a Notary Public in and for said State, personally appeared Grant H. Ricks and Camille D. Ricks, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument, and acknowledged to me that he/she/they executed the same.

Notary Public of Idaho
Residing at
Commission Expires:

