

RECEIVED
OCT 22 2007
DEPARTMENT OF
WATER RESOURCES

DISTRICT COURT-SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

OCT 19 2007

By _____ Clerk
Deputy Clerk

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

In Re SRBA

Subcase: 22-13746

Case No. 39576

ORDER GRANTING MOTION TO FILE
LATE NOTICE OF CLAIM

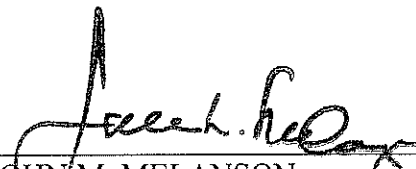
On July 25, 2007, B & B Farms, by and through counsel, Scott Campbell, filed a *Motion to File Late Notice of Claim* for the above-captioned water right. Hearing was held on the *Motion* on October 16, 2007. This *Motion* complied with all procedural requirements under *SRBA Administrative Order 1*, and no objections were made to this late Notice of Claim.

THEREFORE, IT IS ORDERED, that the *Motion to File a Late Notice of Claim* for the above-captioned water right is **granted**.

The original Notice of Claim, as well as any attached filing fees, and a copy of this *Order* will be forwarded to the Idaho Department of Water Resources for further action. Following investigation by the Idaho Department of Water Resources, recommendation for the claim will be reported in the next *Late Claims Director's Report* which is issued on an annual basis. This modifies the provisions of *SRBA Administrative Order 1* 4d(2)(h).

IT IS SO ORDERED.

Dated October 19, 2007.


JOHN M. MELANSON
Presiding Judge
Snake River Basin Adjudication

CERTIFICATE OF MAILING

I certify that a true and correct copy of the ORDER GRANTING
MOTION TO FILE LATE NOTICE OF CLAIM was mailed on October 19,
2007, with sufficient first-class postage to the following:

B & B FARMS

Represented by:

SCOTT L CAMPBELL

101 S CAPITOL BLVD 10TH FLOOR

PO BOX 829

BOISE, ID 83701-0829

Phone: 208-345-2000

DIRECTOR OF IDWR

PO BOX 83720

BOISE, ID 83720-0098

A handwritten signature in cursive script, reading "Julie Murphy", is written over a horizontal line.

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

10-23-07

Date Received:

22-13746

Receipt No:

Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

B & B Farms
c/o Byron Jensen
5975 W 3800 S
Rexburg, ID 83440

Phone: (208)356-3521

2. Date of Priority: 01/25/1965

3. Source: Ground Water Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
6N	40E	32	SE NW SW		

5. Description of diverting works: Well, Pump

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	04/01	10/31	0.80	140.0

7. Total Quantity Appropriated is:
0.80 CFS

8. Total consumptive use:

9. Non-irrigation uses:

DISTRICT COURT - 5TH JUDICIAL DISTRICT
TWIN FALLS CO., IDAHO
FILED
2007 JUL 25 PM 11 21

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
6N	40E	32	SW	SE	IRRIGATION	40
Total Acres						40

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:

14. Remarks: B & B Farms have an option to buy the above listed acres. The property has been farmed since the system was initially developed for right 22-2236. Acres were not licensed because they were not included on the original application. The well also supplies irrigation water to portions of rights 22-2236 and 22-7088. This right, when combined with right 22-2236, shall not exceed the recommended diversion rate for B & B Farm's portion of that right.

15. Basis of Claim: Beneficial

Water Right Number:

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: 1

For Organizations:

I do solemnly swear or affirm that I am General Partner of _____ Title

B+B Farms, that I have signed the foregoing Organization

document in the space below as General Partner of Title

B+B Farms and that the statements contained in the Organization

foregoing document are true and correct.

Signature of Authorized Agent

General Partner

Title and Organization

7-20-07

Date

State of Idaho)

) ss.

County of Bonneville)

Subscribed and sworn (or affirmed) before me this

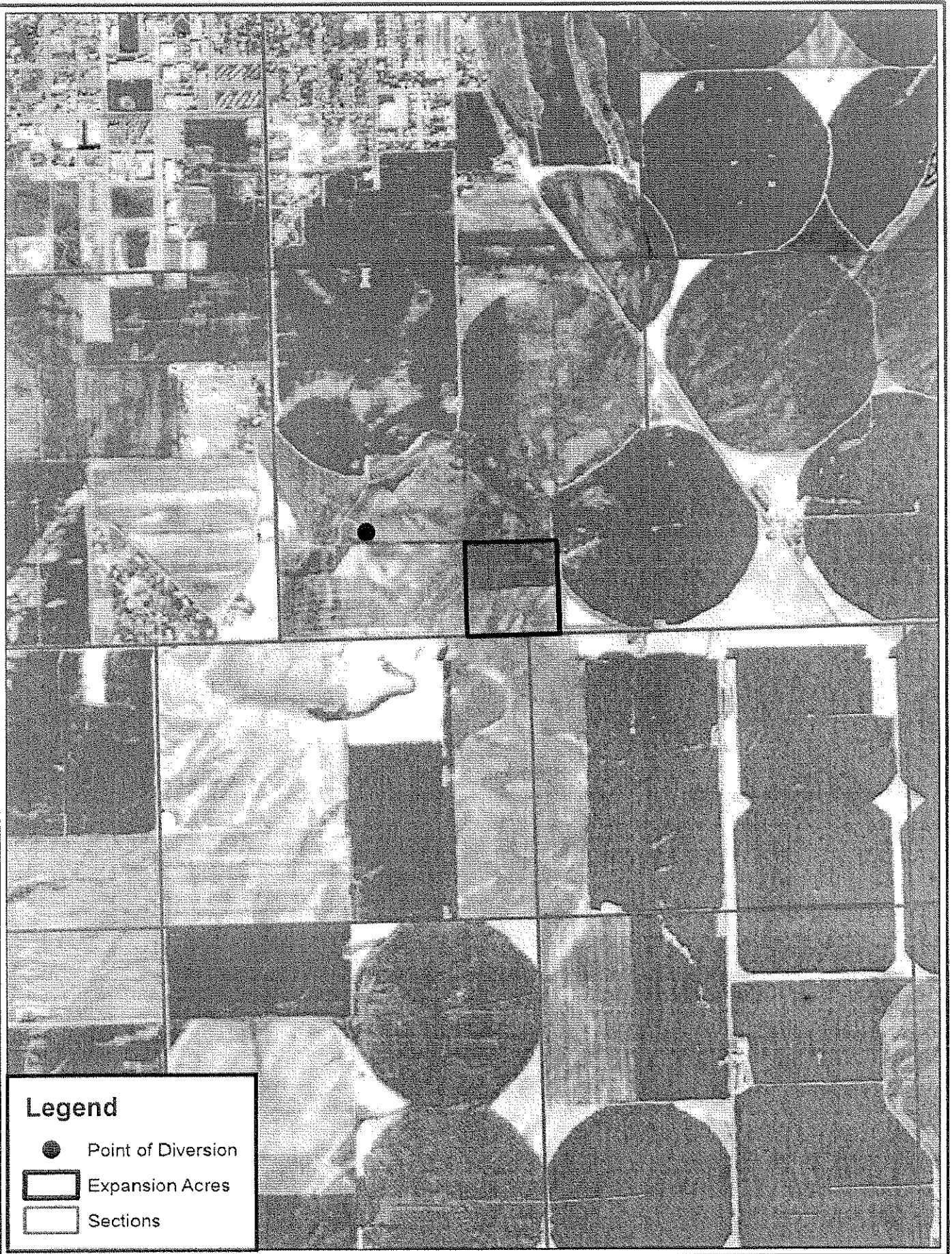
of 20th day of July 2007

Notary Public

Residing at Bonneville County, Idaho

My commission Expires 1/20/2010





Legend



Point of Diversion



Expansion Acres



Sections

FARM LEASE

This agreement, Made and entered into this 7 day of November, 1997, by and between Stephen Blair Cook and Nancy Cook, husband and wife, of 2914 West Hwy 33, Rexburg, Idaho, 83440, hereinafter called "Landlord," and Byron G. Jensen and Bradley B. Jensen, doing business of B & B Farms, of 5975 West 3800 South, Rexburg, Idaho, 83440, hereinafter called "Tenant,"

1. Property Leased

Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, for farming, the following described real estate located in Madison County, State of Idaho, containing 196 farmable acres, more or less, to-wit:

Steve & Nancy Cook:
Parcel #1

Twp. 6 N., Rge. 40 E., Boise Mer., Madison County, Idaho:
Sec. 31: Part of SE1/4 NE1/4 and part of NE1/4 SE1/4, described as follows:

Commencing at a point 790 feet North of the Southeast corner of NE1/4 SE1/4, and running thence North 28 degrees West 800 feet; thence North 6 degrees East, 212 feet; thence North 29 degrees 20 minutes East 491 feet; thence South 1128.17 feet, more or less, to the point of beginning.

Sec. 32: W1/2 NW1/4, SE1/4 NW1/4, NW1/4 SW1/4, saving and excepting therefrom:

Commencing at the Southwest corner of NW1/4 SW1/4, and running thence North 700 feet; thence East 50 feet; thence South 33 degrees East 834.51 feet; thence West 504.56 feet, more or less, to the point of beginning.
(156 acres)

Thomas Family Trust:
Malad, Idaho
Parcel #2

Twp. 6 N., Rge. 40 E., Boise Mer., Madison County, Idaho:
Sec. 32: SW1/4 SE1/4 (40 acres)

Together with all water rights, improvements and appurtenances, including irrigation well, pump, mainlines, and lateral irrigation lines.

2. Terms of Lease

This lease shall run for a term of ten years, commencing January 1, 1998 and continuing to December 31, 2008.

3. Cash Rental

Parcel 1 & 2 - Tenant shall pay Landlord as cash rent for the Lease, the sum of _____ per year, payable _____ on or before each January 1; _____ on each March 1; _____ on each June 15.
Parcel 1 at _____ per acre.
Parcel 2 at _____ per acre.

4. Farming Expenses and Practices

Tenant at his own expense shall furnish all machinery and equipment; pay all pumping power; provide all work and labor; supply all supplies, seed, sprays, chemicals, and materials; and expend all monies necessary to prepare the soil and plant, grow, harvest, deliver, store, and market all crops.

Crop rotation, irrigation, fertilization, weed control, soil conservation and other farming practices shall be done timely and in accordance with the best farming practices of the locality.

5. Maintenance of Irrigation System

Tenant shall properly care for and provide ordinary service to the pump and mainlines; Landlord shall pay for any necessary repairs to or replacement of pump and mainlines. Tenant shall maintain and keep in good order, condition, and repair, at the expense of Tenant, the lateral irrigation lines and sprinkler heads.

6. Taxes

Landlord shall pay all real property taxes assessed against the leased property.

7. Remedies for default of Tenant

A. In the event Tenant shall fail to comply with any of the covenants, terms, or conditions of this lease (which failure is not corrected by Tenant within 15 days notice in writing by Landlord to Tenant, personally delivered or mailed certified mail, return receipt requested) or shall abandon or vacate the premises, Tenant shall not have the right to continue to occupy the farm the premises, and the Landlord have the right to re-enter and repossess the premises; any payment made by Tenant and Tenant's interest in any crops growing shall be forfeited to Landlord as reasonable liquidated damages.

B. In the event of default of Tenant, Landlord may elect, in lieu of or prior to termination for default, to remedy the default for Tenant and in case Tenant shall forthwith upon demand repay the cost to Landlord with interest a ten percent per annum until repaid.

C. Tenant shall pay all costs, expenses, and reasonable attorneys' fees incurred by Landlord in enforcing the covenants of this lease or collecting damages for the breach thereof, with or without suit, in trial or appellate courts.

D. In addition to the remedies herein recited, Landlord shall also have such other remedies as are afforded in law or equity in event of any breach by Tenant.

8. Remedies for default of Landlord

A. In the event of any default by Landlord hereunder (not corrected by Landlord within 15 days notice in writing by Tenant to Landlord, personally delivered or mailed certified mail, return receipt requested) Tenant at his option may remedy such breach and the costs thereof may be deducted by Tenant, from unpaid rental owing hereunder.

B. Landlord shall pay all costs, expenses and reasonable attorneys' fees incurred by Tenant in enforcing the covenants of this lease or collecting damages for the breach thereof, with or without suit, in trial or appellate courts.

9. Miscellaneous

A. This lease cannot be assigned by Tenant, nor the Premises or any part thereof sublet, without the written consent of Landlord.

B. All the provisions of this lease shall be binding upon the successors, heirs, administrators and assigns of the parties thereof.

C. Landlord shall have the right to enter upon the premises at any reasonable time to inspect and examine any and all parts thereof.

D. Upon termination of the lease, Tenant shall surrender possession of the leased premises, with all leased property, in good condition and repair, ordinary wear and tear expected.

E. The terms "Landlord" and "Tenant" shall be construed as used herein, to include feminine.

10. Preemptive Right to Purchase

Landlord shall not sell, nor contract to sell, the property, nor any part thereof, during the term of this lease, or any renewal thereof, or within nine months after the termination of the lease or renewal thereof, without granting Tenant the first right to purchase, upon the following terms and conditions:

a. Tenant shall have the right to purchase the property at the termination of the lease. For a price (monies) set by two independent appraisals of the farm to get a "fair market value" or at a price agreed upon by the Landlord and Tenant. Purchase shall be on a twenty year contract.

b. Tenant shall also have the right to purchase Life Insurance on the Landlord, at a value sufficient to pay the total purchase price.

c. Both parties mutually agree to execute all documents and take all steps to effectuate the purchase by Tenant from Landlord upon terms and conditions of this contract.

d. Any sale of the property during the term of this lease, or any renewal hereof, shall be subject to all terms and provisions of this lease.

e. Present ownership of the property is as follows:

(1) Thomas Family Trust, of Malad Idaho, owns the 40 acres designated above.

(2) Steven & Nancy Cook of Rexburg Idaho, owns the balance of the property.

Landlord has the right to lease all property in the lease, and will use their best efforts to obtain written consent of the other owner to the preemption right granted to Tenant herein.

IN WITNESS WHEREOF, The parties have executed this lease this 10 day of November, 1997.

"LANDLORD"

Stephen Blair Cook
Stephen Blair Cook

Nancy Cook
Nancy Cook

"TENANT"

Byron G. Jensen
Byron G. Jensen

Bradley B. Jensen
Bradley B. Jensen

State of Idaho

County of Madison

On this ____ day of November, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared Stephen Blair Cook and Nancy Cook, known to me to be the persons whose names are subscribed to the within Instrument and acknowledged to me that they executed the same.

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

Notary Public of Idaho
Residing at Rexburg, Idaho.
My Commission Expires: _____

State of Idaho

County of Madison

On this 7th day of November, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared Syron G. Jensen and Bradley B. Jensen, known to me to be the persons whose names are subscribed to the within instrument and acknowledges to me that they executed the same.

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


Notary Public of Idaho
Residing at Rexburg, Idaho.
My Commission Expires: 9/3/2003