

12/09/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 22-4184E

NAME AND ADDRESS: MGR FARMS LLC
3366 S 1400 W
REXBURG ID 83440

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.340 CFS
63.000 AFY

Right Nos. 22-4184E and 22-2220B are limited to a total combined diversion rate of 3.77 cfs and to a total combined annual diversion volume of 756.0 AF.

PRIORITY DATE: 06/01/1962

This water right is subordinate to all water rights with a priority date earlier than April 12, 1994, that are not decreed as enlargements pursuant to Section 42-1426, Idaho Code. As between water rights decreed as enlargements pursuant to Section 42-1426, Idaho Code, the earlier priority right is the superior right.

POINT OF DIVERSION:

T05N R40E S8 NWNWSW Within MADISON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.340 CFS 63.00 AFY

PLACE OF USE: IRRIGATION Within MADISON County

T05N R40E S07	SESE	17.0	T05N R40E S08	SWNW	39.0
T05N R40E S08	SENW	40.0	T05N R40E S08	NESW	41.0
T05N R40E S08	NWSW	39.0	T05N R40E S08	SWSW	20.0
T05N R40E S08	SESW	20.0			
216 ACRES TOTAL					

The rights listed below are limited to the irrigation of a combined total of 216.0 acres in a single irrigation season. Combined Right Nos.: 22-4184E and 22-2220B.

This right is limited to the irrigation of 18.0 acres within the place of use described above in a single irrigation season.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

This right is based upon an enlargement of Right No. 22-2220B pursuant to Section 42-1426, Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Right includes accomplished change in place of use pursuant to Section 42-1425, Idaho Code.

This right is for an enlargement of 18.0 acres within the place of use described for this right.

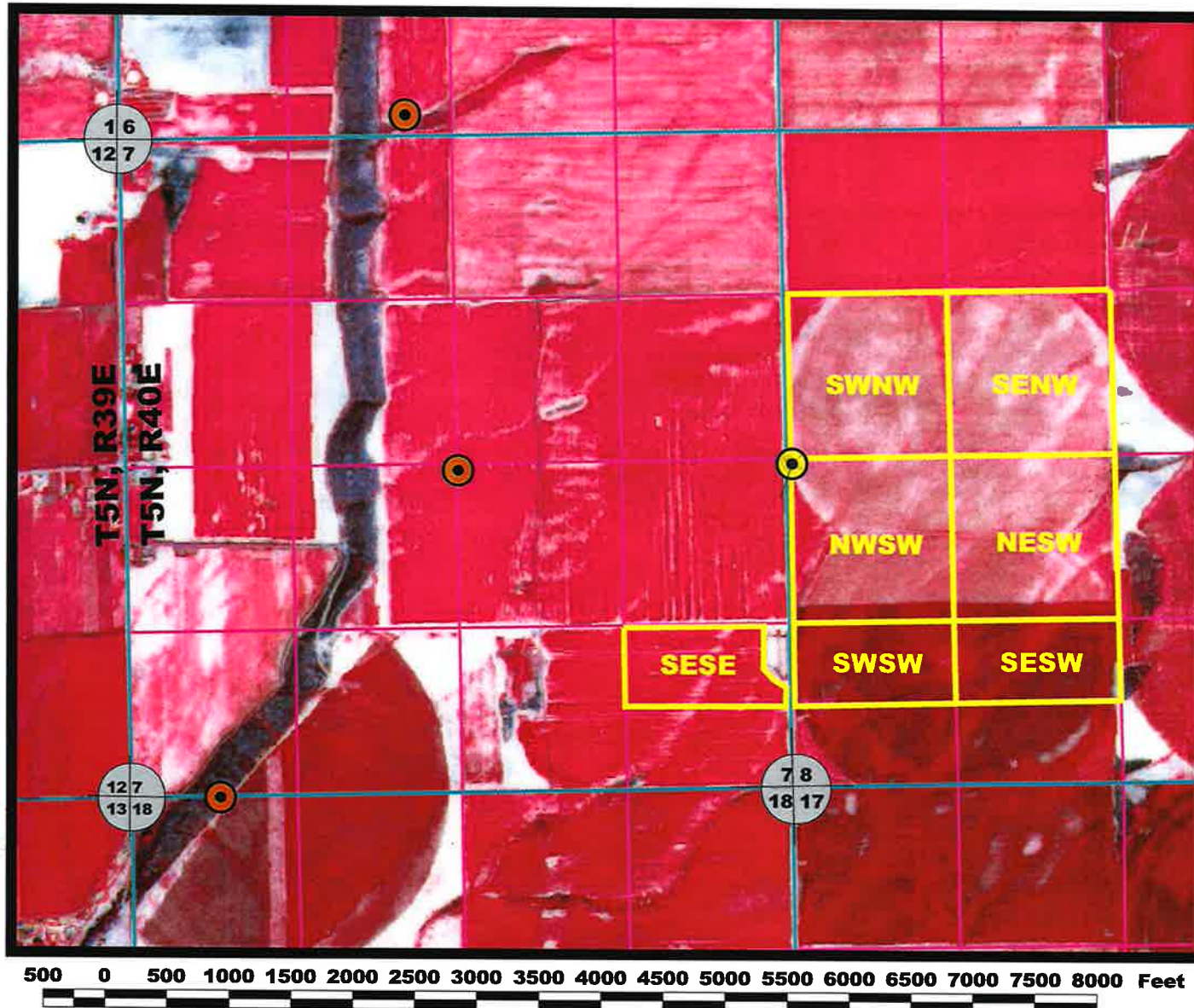
Right No. 22-2220B is also diverted through point of diversion described above.



State of Idaho

Department of Water Resources

Eastern Region



Water Right(s):
22-4184E,
22-2220B

Point(s) of Diversion:
T5N, R40E
Sec. 8 NWNWSW

Place of Use: (parts of)
T5N, R40E
Sec. 7 N2SESE,
Sec. 8 S2NW, SW

LEGEND



Point of Diversion

SESE

Place of Use



Section



Quarter-Quarter



GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: A. Ruberry
Date: December 2005

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JUN 05 2007

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D, E & F

Claim no. A22-4184A, E & F

Claimant Contact Log

Date 10-20-05 Remarks Agent initials

Wlyf

I met with Grant & Mark Ricks to discuss when the ground under claims A22-4184A, E & F was actually irrigated.

The Ricks' supplied 2 sale contracts dated in 1961 for portable mainline. They used this main line to irrigate the ground in Sect 8 under license 22-2220 & then would move the line to the ground in the SE 1/4 of Sect 7 & water it separately.

The Ricks contend this all took place in 1962.

Also supplied was some of the paperwork from their original application for 22-2220.

The drawing shows a sprinkler line & p.o.u (implied) in Sect 7.

The Hp of the well in question was upped from 200hp to 250hp in 1982

Pivots were put in during 1982 in Sect 8 & 1985 in Sect 7.

Grant's phone is 681-2860 (cell) if additional questions arrive. He now runs the entire farm.

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Department of Reclamation

NO. G 6842

Boise, Idaho, March 2, 1962

RECEIVED
FROMMark G. Ricks of Rexburg Idaho \$6.00
Six and 00/100 DOLLARS

FOR

Well Driller's License Fee	- \$	
Application for Permit No. G 38447	- \$	6.00
Proofs	- - - - - \$	
Certified Copy	- - - - - \$	
Recording Assignment	- - - - - \$	
TOTAL	- - - - - \$	6.00

Geo. N. Carter

STATE RECLAMATION ENGINEER

By Edna P. Ruel

TO APPROPRIATE THE SUBTERRANEAN WATERS OF THE STATE OF IDAHO

Application No. G 38447

Permit No. G 30399

District No.

1. Name of applicant: MARK G. RICKS

Rt. #1
Post office address REXBURG County MADISON State IDAHO

2. Quantity of water claimed:

(a) Rate of withdrawal in cubic feet per second 4.8 or Idaho Miner's
inches 240 or gallons per minute

(b) Annual withdrawal in acre feet per annum 240

3. Source of water supply: Subterranean from well

4. Location of point of diversion or well is in the NW 1/4 of the SW 1/4 of Section 8
Twp. 5N, Rge. 40 E., B. M., County of Madison

5. Water is to be used for: Irrigation

6. If for municipal, industrial or recreational purposes give:

(a) Point of use of water is in the 1/4 of the 1/4 of Section

Twp., Rge., B. M.

(b) Waste water or sewage effluent is to be returned to

at a point in the 1/4 of the 1/4 of Section, Twp., Rge., B. M.

7. Kind of Works: Drilled well

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\$ 6.00
St. Recl. Engr.

BROWN & FORBUSH

Grace, Idaho

MEBCO

CONDITIONAL SALES CONTRACT

MEL BROWN CO.

Idaho Falls, Idaho

Aberdeen, Idaho

THIS AGREEMENT, Made and entered into this 10 day of January, 1961 between
 M E B C O, of Idaho Falls, Bonneville County, State of Idaho, hereinafter called the seller, and
MARK Ricks - Route No. 1, of
Rexburg, County of Jefferson, State of Idaho, hereinafter called the buyer:

WITNESSETH: That the Seller hereby agrees to sell and deliver to the Buyer and the Buyer agrees to purchase, upon the terms and conditions hereinafter expressed, mutually agreed upon by the parties hereto, the following described personal property, hereinafter generally referred to as Machinery, to-wit:

Service Requirements:	Min. Dia. Well	Depth To Water	Draw Down
	GPM	Total Head	BHP RPM
300'	10"	.051 Ring lock w/o Valves	516'
600'	10"	.051 Ring lock with Valves	60'
1320'	8"	.051 Ring lock with Valves	60'
3	4-1300'	Intervals of M ^s Dowell	
		Complete with 44 Nozzles & 78' Pipes	
		Total Above	\$ 7112. ⁰⁰
3	4.4" Q.R.	Valve Operators @ 16. ⁰⁰	48. ⁰⁰
1	10" x 8"	Reducer Q.R.	16. ⁰⁰
1	8" x 6"	Q.R.	12. ⁰⁰
1	6"	Dead End	5. ⁰⁰
1	(6) x (10) x (10)	Tee	31. ⁰⁰
1	8" FL x 10" RL (F)		16. ⁰⁰
1	6" Ring Lock		7241. ⁰⁰
1	8"		440. ⁰⁰
1	10"		6801. ⁰⁰

Legal Description of land to hold equipment: _____ Section, _____ Township, _____ Range,

EBM, County of _____, State of Idaho.

Holders of Mortgages or Liens on said Real Property

Price: Buyer agrees to buy said machinery & equipment and to pay seller at Idaho Falls, Idaho, the total purchase price of

Terms: Cash Down \$ 1701.⁵⁰ Balance payable as follows: \$ 6801.⁵⁰ (\$ 6801.⁵⁰)

on 6 Jan 1963 and 1700.⁰⁰ on 6 Jan 1964 plus 8% simple int. on
 A promissory note will be signed with this contract. Simple interest of 8 % will be charged on unpaid balance.

— Make All Remittances Payable To —

MEBCO

(Mel Brown Company)

P. O. Box 884

Idaho Falls, Idaho

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MERCHANDISE PURCHASE CONDITIONAL SALE CONTRACT

CUSTOMER'S COPY

The undersigned Seller agrees to sell and the undersigned Purchaser hereby accepts and agrees to purchase, subject to the terms and conditions hereinafter set forth, the property described in the following schedule, for the prices therein indicated:

ITEM	QUANTITY	MAKE	DESCRIPTION OF ARTICLE	MODEL	SERIAL NUMBER	CABINET OR MOTOR NO.	CASH SALE PRICE	
1		See Attached Mebco Contract					7241 ⁵⁰	
2								
3								
4								
5	INSTALLATION CHARGES							
TOTAL SALES PRICE INCLUDING SALES TAX IF SOLD FOR CASH								
DESCRIBE TRADE IN		500' of 6 used Alum. Main (See Mebco Contract)						
Purchaser promises to pay to the Seller at the office of the Seller, or if this contract is assigned, then to pay to the Assignee at the office of the Assignee, the time balance indicated in the foregoing schedule in installments as follows: \$_____ on the _____ day of _____, 19____, and a like sum on the same day of each and every month thereafter until the whole of said time balance shall have been paid in full, or as follows: <u>\$ 2057.00 DUE JAN. 6, 1962, \$ 1938.00 DUE JAN 6, 1963, and \$ 1812.00 DUE JAN 6, 1964</u>							TRADE IN VALUED AT	440 ⁰⁰
							BALANCE	6801 ⁵⁰
							CASH DOWN PAYMENT	1701 ⁵⁰
							DEFERRED BALANCE	5100 ⁰⁰
							TIME DIFFERENTIAL	714 ⁵⁰
							TIME BALANCE	5814 ⁰⁰
							TOTAL TIME PRICE	

Purchaser promises to pay to the Seller at the office of the Seller, or if this contract is assigned, then to pay to the Assignee at the office of the Assignee, the time balance indicated in the foregoing schedule in installments as follows: \$_____ on the _____ day of _____, 19____, and a like sum on the same day of each and every month thereafter until the whole of said time balance shall have been paid in full, or as follows: \$ 2057.00 DUE JAN. 6, 1962, \$ 1938.00 DUE JAN. 6, 1963, and \$ 1817.00 DUE JAN. 6, 1964

together with interest at the highest legal rate after maturity.

Purchaser acknowledges that he has been advised as to both cash price and time price of the property, that he realizes the time price is greater than the cash price, and that he has elected to pay the time price.

CONDITIONS

1. Title to said property shall not pass to the Purchaser until all sums due under this contract are fully paid in cash.
2. Said chattels shall remain personal property and nothing (anything which may be done by the parties hereto to the contrary notwithstanding) shall prevent Seller from removing same, or so much thereof as Seller in its sole discretion may determine, from any premises to which they may be attached, upon any breach of this contract.
3. The Purchaser shall keep said property free of all taxes, liens and encumbrances; shall not use the same illegally or improperly; shall not transfer any interest in this contract or said property; shall not remove same from the premises stated herein without Seller's consent. Purchaser shall keep said property insured against loss by fire to properly protect all interests therein. The proceeds of any insurance, whether paid by reason of loss, injury, return premium, or otherwise, shall be applied toward the replacement of the property or payment of this obligation at the option of the Seller. The Purchaser assumes the entire risk of loss of said property and agrees that neither the loss, damage nor destruction of the whole or any part thereof shall release the Purchaser of his obligation to pay the purchase price or any part thereof.
4. Should Purchaser fail to pay said indebtedness or any part thereof when due, or breach this contract, or if any execution or writ be levied on any of Purchaser's property, or a receiver thereof be appointed, or if a petition in bankruptcy be filed by or against Purchaser, Seller, at his option, and without notice to Purchaser, may declare the whole amount unpaid hereunder immediately due and payable, or Seller may, without notice or demand by process of law or otherwise, take possession of said chattels wherever located. In the event of such repossession, Seller may, without notice to Purchaser, declare all of Purchaser's rights under this contract terminate and retain all moneys paid thereon for the reasonable use of said chattels, or Seller may resell the said property at public or private sale and apply the proceeds, after deducting late charges, expenses, liens, and an attorney's reasonable fee paid or incurred by it, to the payment of said indebtedness, and pay to Purchaser the surplus, if any, or in case of a deficiency, Purchaser agrees to pay Seller the same at once. Purchaser waives all claims, damages and demands against Seller arising out of the repossession, retention, reparation, and sale as aforesaid. Nothing herein contained shall be construed to prevent the Seller, in the event of non-payment of said purchase price or any installment thereof, without repossessing or otherwise resorting to the said property, from suing for and recovering the whole of the unpaid purchase price.
5. Any action to enforce payment shall not waive any of Seller's rights hereunder. Any indulgences granted Purchaser shall not constitute a waiver of any of Seller's rights. Time is of the essence of this contract. Any part of this contract contrary to the law of any state shall not invalidate any other parts of this contract in that state. All rights and remedies hereunder are cumulative and not alternative. Seller may assign this contract without notice to Purchaser, and when assigned it shall be free from any defense, counter-claim or cross-complaint by Purchaser. Purchaser agrees to pay all costs of collecting any amount or enforcing any rights hereunder including any expenses incurred, reasonable attorney's fees and the cost of the time and services of any employees in making collection.
6. This contract constitutes the entire agreement; no waivers or modifications shall be valid unless written upon or attached hereto.
7. This contract shall apply to, inure to the benefit of, and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties, subject, however, to the above restrictions against assignment by Purchaser.

The undersigned Purchaser(s) does each for himself warrant and state that there does not now exist nor is there to be made any other extension of credit to him or the Seller, hereby accepts in good faith the foregoing Statement of Purchaser(s), and because of his reliance thereon, agrees to extend the installment credit on the terms and conditions as set forth herein.

The said property shall be delivered and/or installed and shall remain at _____

Executed in triplicate this 6 day of January, 1961

Mel Brown Company
SELLER

ms D.O.
PURCHASER

By _____

PURCHASER

SELLER'S ADDRESS

PURCHASER'S ADDRESS

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NOTES

10-13-05

Evidence of priority supports date claimed. Splits of original water right do not exceed quantity or acreage of 22-4184.

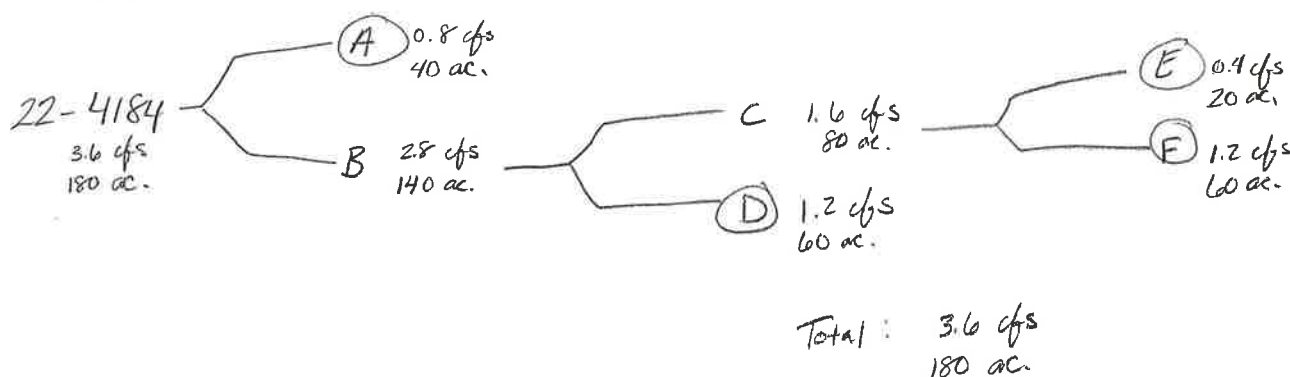
Recommend as claimed. May be farmed as one unit, but not combined rights.

KM

Probably going to have to do a combined use because theoretical does not produce enough water to satisfy 22-2220 and 4184 claims.

Call Grant Ricks

Find out when the upgrade of well system occurred. from 200 Hp to 750 Hp
Did they make any other changes made to system?

Splits

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3333

ERICKSON DUGWAY



RD

La

Claim no. 422-041840 HE

Claimant Contact Log

Date 3-2-05 Remarks Agent initials

Jwf

I met with Mark Ricks at his home about the above claims. He & his sister Beulah Bleser had been sent Proof of Priority letters but no proof was in either file.

I outlined for Mr. Ricks what he would need to do to provide proof & gave him my address & a copy of Al Ruberry's letter.

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Claim No. 224184E

Document Checklist

☐ Copy License/Decree

☐ Copy Transfer

☐ Copy Licensing Field Exam

☐ Check if Ownership/Address Change is Required

☒ Generate, mail and file "Evidence of Priority" letter

☒ Generate Arcview Map Change name to MGR Farms - Shape ok

1/ Ground has been split between 2 brothers

2/ Evidence of priority requested

GPS Data 2678281
1399912

GPS Tag # A000261
Tag on Power pole

GPS R/L 224184

Photo Looking North

GE Motor 250hp Serial # ANJ119115

Vertiline Pump Serial # D00054

GE Booster 100hp Serial # KAJ1627142

Vertiline Pump Serial # D11812

Well pump to pivot

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JUN 05 2007

**BRASS
ENGINEERING
INTERNATIONAL**

12 Crow Canyon Court, Suite 100
San Ramon, CA 94583
USA

TEL: 001-925-552-0650
FAX: 001-925-552-0409
biricks@attglobal.net

June 29, 2004

Mr. Allen B. Ruberry
Sr. Water Resource Agent, Adjudication Bureau
Department of Water Resources
900 N. Skyline Drive, Suite A
Idaho Falls, Idaho 83402-1718

RECEIVED

JUL 02 2004

Department of Water Resources
Eastern Region

Subject: Evidence of Priority of SRBA Water Right Claim 22-4184A
Your 02 JUNE 2004 Letter to R. Vernon Ricks

5N40E

Dear Mr. Ruberry:

Per your letter and its enclosed pamphlet titled "Evidence of Priority", and having personal knowledge of the water's beneficial use I submit the following notarized affidavits:

My name is Brad Ricks with the following vital data:

Date of Birth: 21 July 1947 (refer to attached Passport photocopy showing birth date and Idaho as birth place.)

Born in Rexburg, Idaho and graduated from Madison High School in May of 1965.

The subject's Priority Date is 01 JUNE 1962. At that time I was 15 years old and worked for my father and uncles as a "pipe mover." I believe the wells were used prior to the priority date but I can state with certainty that water was used for irrigation in 1962. The well water was used to irrigate spring grain, potatoes, and alfalfa. The irrigation period began in May and lasted through the summer. "Pipe moving" was a six day per week task with the "morning set" occurring around 05:00 AM and the "evening set" occurring at 5:00 PM. I suppose the claim refers to the land on the Rexburg bench, about 3 miles south of the city, and refers to one or more of the following land parcels:

RP 05N40E086610 A (irrigated AG)

RP 05N40E182401 A (irrigated AG)

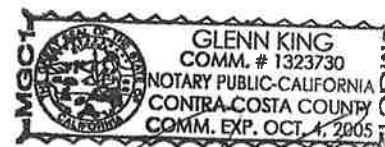
RP 05N40E076601 A (irrigated AG)

RP 05N40E079010 A (irrigated AG).

I trust the above is sufficient. If you have any questions please contact me.

Sincerely,

Brad Ricks



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JUN 05 2007

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

On June 29, 2004 before me, Glenn King

DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, Brian Hicks

personally known to me (or proved to me on the basis of satisfactory evidence) 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 in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

NOTARY PUBLIC SIGNATURE

(SEAL)



OPTIONAL INFORMATION

TITLE OR TYPE OF DOCUMENT Letter

DATE OF DOCUMENT 6/29/04

NUMBER OF PAGES 1

SIGNER(S) OTHER THAN NAMED ABOVE None

SCANNED

JUN 05 2007

June 2, 2004

**MARK G RICKS
3348 S 1400 W
REXBURG ID 83340**

RE: EVIDENCE OF PRIORITY FOR SRBA WATER RIGHT CLAIM 22-4184E

Dear Claimant (s):

The Idaho Department of Water Resources is nearing the end of water rights review in Basin 22, the Teton River drainage. The Notice(s) of Claim identified with the number shown above has been filed in the Snake River Basin Adjudication (SRBA). The Notice of Claim indicates water usage is based on "Beneficial Use". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed, at or on the place of use identified on the Claim. The date the water was first put to beneficial use, known as the priority date, has not been confirmed by License, Decree, or Permit. For this reason, proof must be provided supporting the priority date. As the claimant, you are responsible for submitting the necessary proof to support the priority date.

Your claim, as referenced above, claims a Priority Date of JUNE 1 1962, from GROUNDWATER.

It is important that each element of the Notice of Claim be verified. For instance, regarding claims for irrigation, the evidence should tend to show that diversion works were in place, that they were capable of diverting the claimed diversion rate, and that the diverted water was beneficially used on the entire claimed place of use on or before the claimed priority date.

For your reference, I have provided a printout of your Notice of Claim and the pamphlet entitled "**Evidence of Priority**". The pamphlet describes the types of evidence which are acceptable and suggests which documents will fulfill this requirement. While I encourage you to read the entire pamphlet, I direct your attention to the two sections entitled "**What Kind of Evidence is Required**" and "**Some Examples of Documents Which May Be Evidence of the Priority Date**". **PLEASE READ THE ENCLOSED PAMPHLET.**

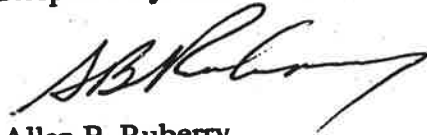
It is our goal to recommend historical water rights within the Snake River Basin as accurately as possible. Field exams to verify other elements of the Notice of Claim have been or soon will be conducted by Department personnel.

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JUN 05 2007

.....
The Department will not recommend the Notice of Claim be decreed by the court if
evidence of a priority date is not submitted. The Notice of Claim will be disallowed.
.....

Please submit documentation supporting the priority date within 30 days of the date of
this letter, referencing all documents with the corresponding claim number. If you
have any questions not covered by this letter or the enclosed pamphlet, please feel free to
contact this office.

Respectfully submitted,



Allen B. Ruberry
Sr. Water Resource Agent
Adjudication Bureau

cc: File

Enclosure: Brochure on "Evidence of Priority"

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 03 1998

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP
Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

1. Water Right No(s): ADJUDICATION #A02-7132, 22-04184, 22-07064, 22-02220 *A-Ricks → C*
 Adjudication Claim No(s): _____ *B-M, Ricks*
B-S, Ricks
E-M, Ricks
B-BLASER
D-Jenkins

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

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant

Mark G. Ricks3348 S. 1400 W Repburg ID 83440

4. New Owner/Claimant(s)

MGR Farm LLC

New Mailing Address

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or3366 S. 1400 W Repburg ID 83

City, State and ZIP Code

Repburg ID 83440

New Telephone Number

(208) 359 4191

5. Date you acquired the property

17 Nov 1997

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s)

MGR FarmDate 12-2-98LAH Ricks

Date _____

(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)

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

SCANNED

JUN 05 2007

DELOG AR 10-20-78
OK

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

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right Number(s) 22-07064, 22-04184
Adjudication Claim Number(s) A22-07064, A22-04184 B
2. The following REQUIRED information must be submitted with this form.
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) Mark G. Ricks
3348 SO 1400 W Rexburg, Ida, 83440
4. New Owner/Claimant(s) LoRene Jenkins
Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR
New Mailing Address 256 W 4th SO
City, State and ZIP Code Rexburg, Ida 83440
New Telephone Number (208) 356-3393
5. Date you acquired the property June 12, 1962
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres actually irrigated 77 Number and type of stock _____
Diversion rate in CFS _____ cubic feet per second Number of homes _____ Other uses _____
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner/Claimant(s) LoRene Jenkins Date _____

Date _____
8. (Corporations or other organizations must submit list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

SCANNED

JUN 03 2002

DEED PLAT
By _____
Madison County Assessor

GIFT WARRANTY DEED

THIS INDENTURE, Made this 12th day of June,
in the year of our Lord One Thousand Nine Hundred and sixty-two, between

PETER J. RICKS, a widower,
of the _____, County of Madison, State of Idaho,
the party of the first part, and LORENE JENKINS, a married woman,

of the _____, County of Madison, State of Idaho,
the party of the second part:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of
----- LOVE AND AFFECTION ----- DOLLARS
~~lawful money of the United States of America, to ----- in hand paid by the said part~~
~~of the second part, the receipt whereof is hereby acknowledged~~

, does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said
party of the second part, and to her heirs and assigns forever: All the certain
lot, piece, or parcel of land situate, lying and being in the County of Madison,
State of Idaho, bounded and more particularly described as follows, to-wit:

N $\frac{1}{2}$ SE $\frac{1}{4}$ of Sec. 7, Twp. 5 N., R. 40, E.B.M. :

This deed is given without money consideration,
and therefore, no revenue stamps are attached.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging
or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and
privileges thereunto incident unto the said party of the second part, and to her heirs
and assigns forever. And the said party of the first part, and his heirs, the said prem-
ises in the quiet and peaceable possession of the said party of the second part, her heirs,
and assigns against the said party of the first part, and his heirs, and against all and
every person or 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 his
hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

_____	} Peter J. Ricks	(SEAL)
_____		(SEAL)
_____		(SEAL)
_____		(SEAL)

STATE OF IDAHO } ss.
County of Madison.

On this 12th day of June in the year 1962,
before me, the undersigned, a Notary Public
in and for said County and State, personally appeared

PETER J. RICKS, known to me to
be the person whose name is subscribed to the within instrument, and acknowledged to me
that he 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.

Ray W. Lighty
Notary Public

Residence Rexburg, Idaho

My commission expires 1-26-63

WARRANTY DEED

Peter J. Ricks

TO

John J. Ricks

Dated June 12, 1962

STATE OF IDAHO

County of Madison } ss.

I hereby certify that this instrument
was filed for record at the request of
Peter J. Ricks

at 15 minutes past 2

o'clock P. M., this 11 day of

July A.D., 1962

at my office and duly recorded in Book

206 of Deeds at page 28

By J. J. Ricks
Ex-Officio Recorder

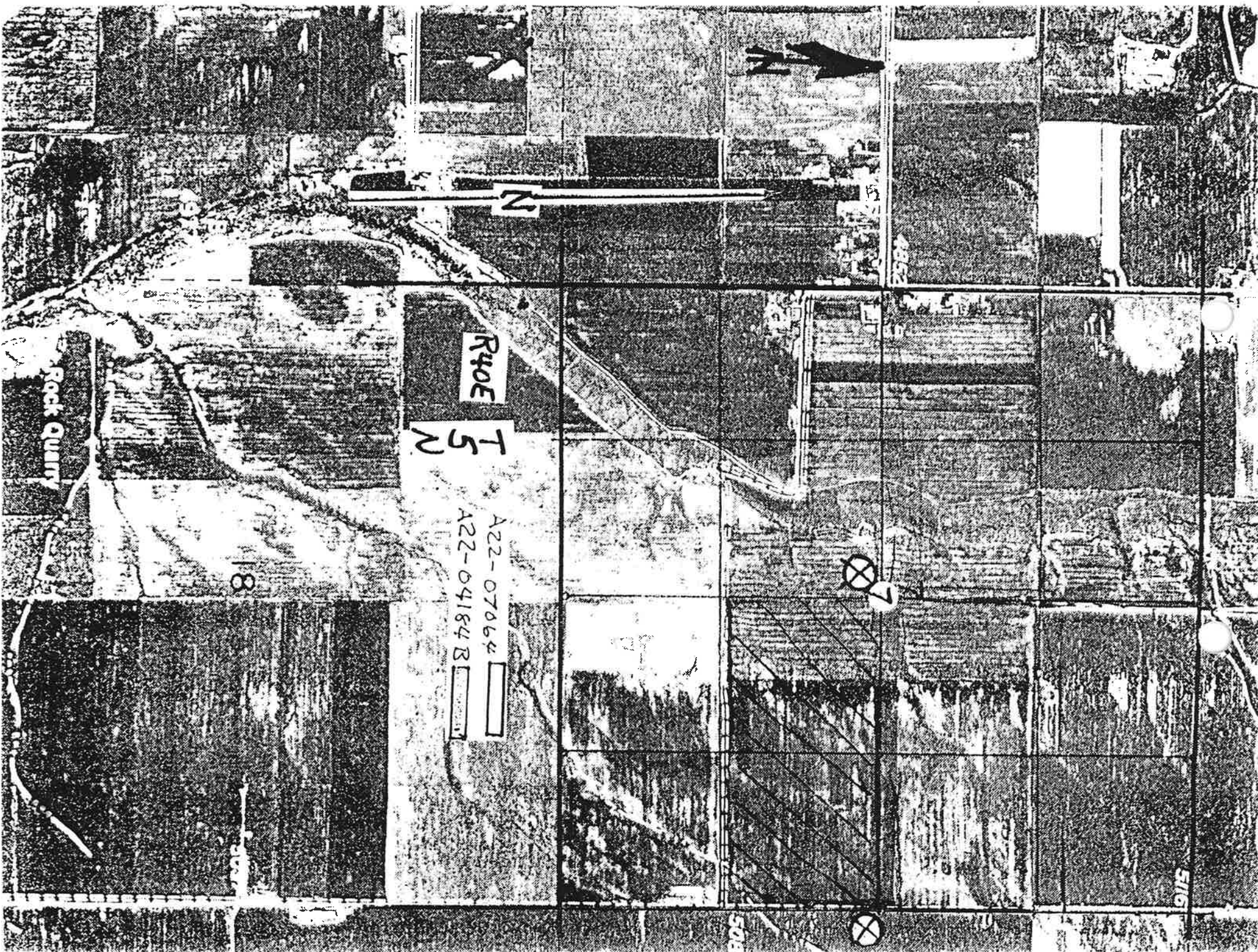
By Richard M. Ricks
Deputy

Fee, \$ 1.50

SCANNED

JUN 13 2007

RECORDED





State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

December 22, 1998

MGR FARMS LLC
3366 S 1400 W
REXBURG ID 83440

RE: NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP.
NOTICE OF CLAIM TO A WATER RIGHT A22-02220B,
A22-04184E, A22-07064C, A22-07132

Dear Mr. Ricks:

The request for Change of Water Right Ownership concerning the above-referenced Notice of Claim has been processed and the Department's records updated to reflect you as the new claimant.

The enclosed report shows this change along with the elements of the water right being claimed. Please review this report and contact this office if there are corrections or questions.

Please keep this report for your records.

Respectfully yours,

Jennifer Hoagland
Technical Records Specialist

Enclosure

SCANNED



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Idaho Falls, Idaho 83402-1718 - (208) 525-7161 - Fax (208) 525-7177

EASTERN REGION

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

November 5, 1998

LORENE JENKINS
256 W 4TH SO
REXBURG ID 83440

RE: CHANGE IN OWNERSHIP FOR A22-04184C, A22-07064A

Dear Ms. Jenkins:

The request for Change in Ownership for a portion of the above-referenced Notice(s) of Claim has been processed with the new Notice(s) reflecting you as one of the claimants.

Since the Change in Ownership involved just a portion of the Notice(s) of Claim, the right was split as follows:

A22-04184E, 0.40 cfs on 20 acres, Ricks
A22-04184F, 1.20 cfs on 60 acres, Jenkins

A22-07064C, 1.96 cfs on 98 acres, Ricks
A22-07064D, 0.40 cfs on 20 acres, Jenkins

Enclosed for your records is a typed Notice(s) reflecting your portion of the right. Review the Notice(s) and if you have other corrections or questions, please contact this office.

Respectfully submitted,

Jennifer Hoagland
Technical Records Specialist

Enclosure

SCANNED

JUN 05 2007

Water Right Number: A22-04184B

FIRST PAGE

13. Remarks Type : GEN

Remarks: CLAIM REPRESENTS PORTION OF 22-04184 APPURTENANT TO MY PROPERTY.
*THIS RIGHT SPLIT BECAUSE OF CHANGE IN OWNERSHIP 10-22-96 GT: _____

A22-04184C(RICKS) 1.60 CFS; 80 ACRES _____

A22-04184D(BLASER) 1.20 CFS; 60 ACRES _____

TOTALS 2.80 CFS; 140 ACRES _____

(ENTER=Continue/Exit)

(GOLD2=Update)

(GOLD4=Prev Scrn)

(GOLD6=End of Data)

(GOLD8=Cancel)

(GOLD3=Delete)

(GOLD5=Next Scrn)

(GOLD7=Copy to Cmts)

(Gold9=Add Std Rmk)

22-04184 B 2.8 cfs, 140 ac

22-04184 C 1.60 cfs 80 ac

(BLASER) 22-04184 D 1.20 cfs 60 ac

E(RICKS) 20 ac 0.40 cfs
SESE (PART?)

F(JENKINS) 60 ac, 1.20 cfs

E²NWSE

NESE

SCANNED

JUN 05 2007



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

November 5, 1998

KARL J. DREHER
DIRECTOR

MARK G RICKS
201 E SOUTH TEMPLE APT 623
SALT LAKE CITY UT 84111-1265

Re: Snake River Basin Adjudication (SRBA)
Water Right #A22-02220B, A22-04184E, A22-07064C, A22-07132
& 22-10825
Change of Address

Dear Claimant:

IDWR has been notified the address presently in our records is incorrect. Although we have reached you at the address above, we need your written confirmation this is your correct mailing address before we can change our records. Future notices related to your water right(s) can be sent only to the address on your water right(s) or as otherwise changed by you.

Please sign your name at the bottom of this letter and return it to this office. Make corrections to your name and address if necessary and list any other water rights you may have before returning this letter by November 20, 1998. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records.

If there has been a change in ownership of the property connected with the water right(s) referenced above, please call this office toll-free at 1-800/451-4129 to obtain a form to make this required change to the water right record.

Sincerely,

Sally
Sally Sherman
Technical Records Specialist
Adjudication Bureau

SS:region

#####

The address is correct as shown above or as otherwise changed.

Mark G. Ricks
Claimant Signature

801-366-4825
Telephone No.

Claimant is
filing change of ownership

SCANNED
12-4-98
JUN 05 2007

cc: W.D.
↓

A22-02220B

A22-04184E

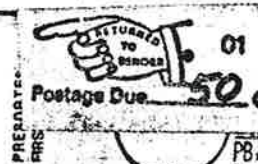
A22-07064C

A22-07132

U.S. POSTAL SERVICE
PS FORM 3547

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1305 North Orchard Street, P.O. Box 83720
Boise, Idaho 83720-0098

ADDRESS SERVICE
REQUESTED



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

IMPORTANT WATER RIGHT INFORMATION

22-10825
MARK G RICKS
3348 S 1400 W
REXBURG ID 83440

RICK340* 634403005 1598 05 09/03/03
RICKS
201 E SOUTH TEMPLE APT 623
SALT LAKE CITY UT 84111-1265

63440=4131



SCANNED

JUN 05 2007

A22-2220B
A22-2220A

Water Right No(s). A22-04184D + A22-04184E + A22-04184A



GPS DATA:

Photo Looking North

Tag # A0000261 Location: Power Pole - GPS Data 2678281
1399912

Diversion Data:

GPS File # - 224184

Source: Groundwater Trib to: _____

MOTOR / Booster

Make: G.E. / G.E. Model: _____ Hp: 250 / 100
SN: ANJ119115 / KAJ1027142

PUMP

Make: Ventline / Ventline Model: _____ Disch: _____
SN: D00054 / D11812

NOTES:

Well & pump to pivots. Place of use is N 1/2 SESE Sec 7 TSN
R40E. For A22-04184E. Claims A22-04184E + A22-04184D share
Common P.O.D. Claimants Breulah Glasco + Mark Rick (MGR Forms)
are brother + sister. P.O.U For A22-04184D is SENE + E 1/2 SWNE
Sec 7 TSN R40E.

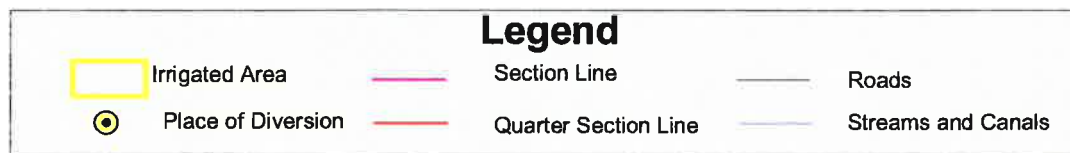
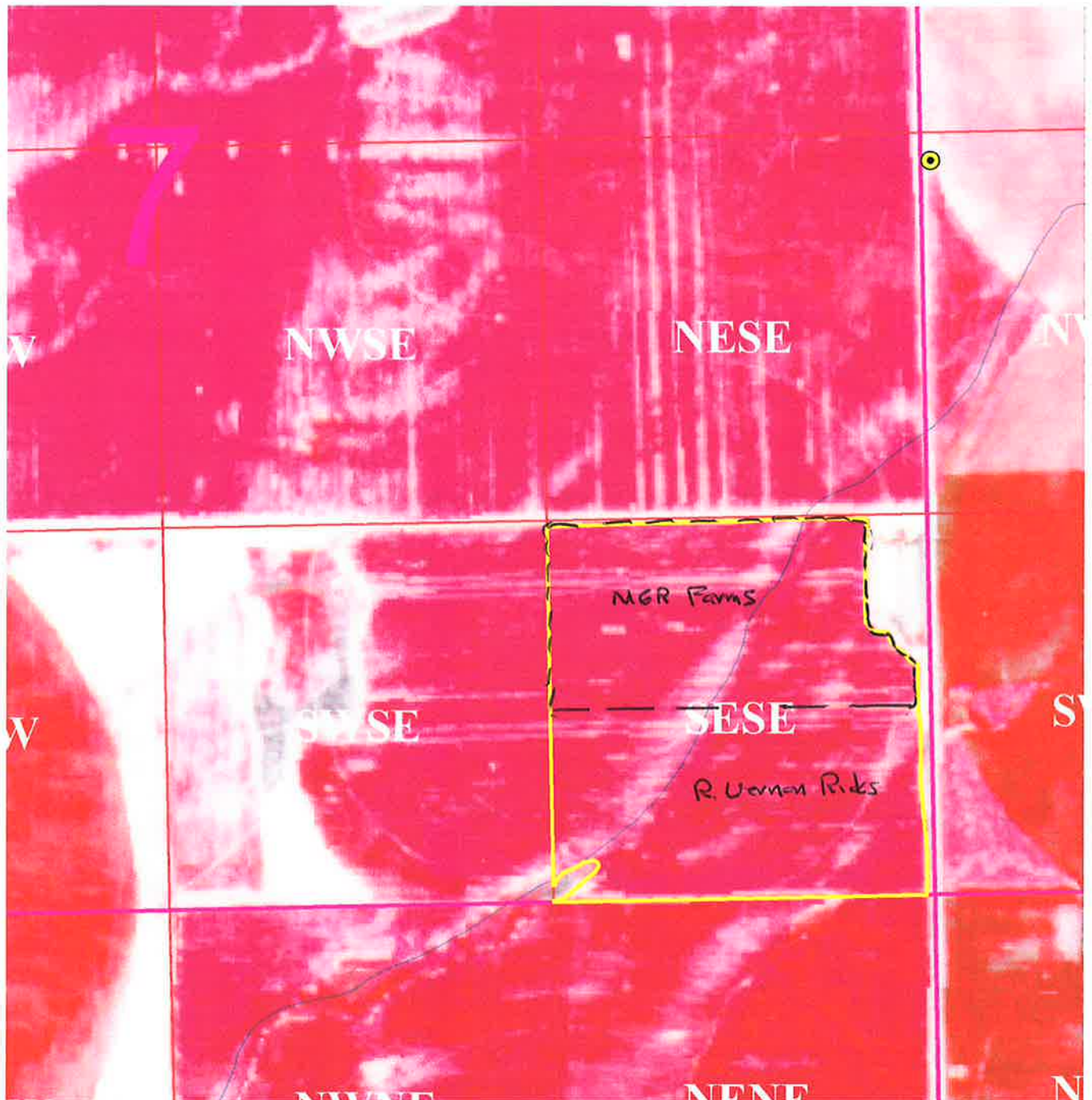
Field Exam Date: 3-2-05 Agent: HW Jones

SCANNED

JUN 05 2007

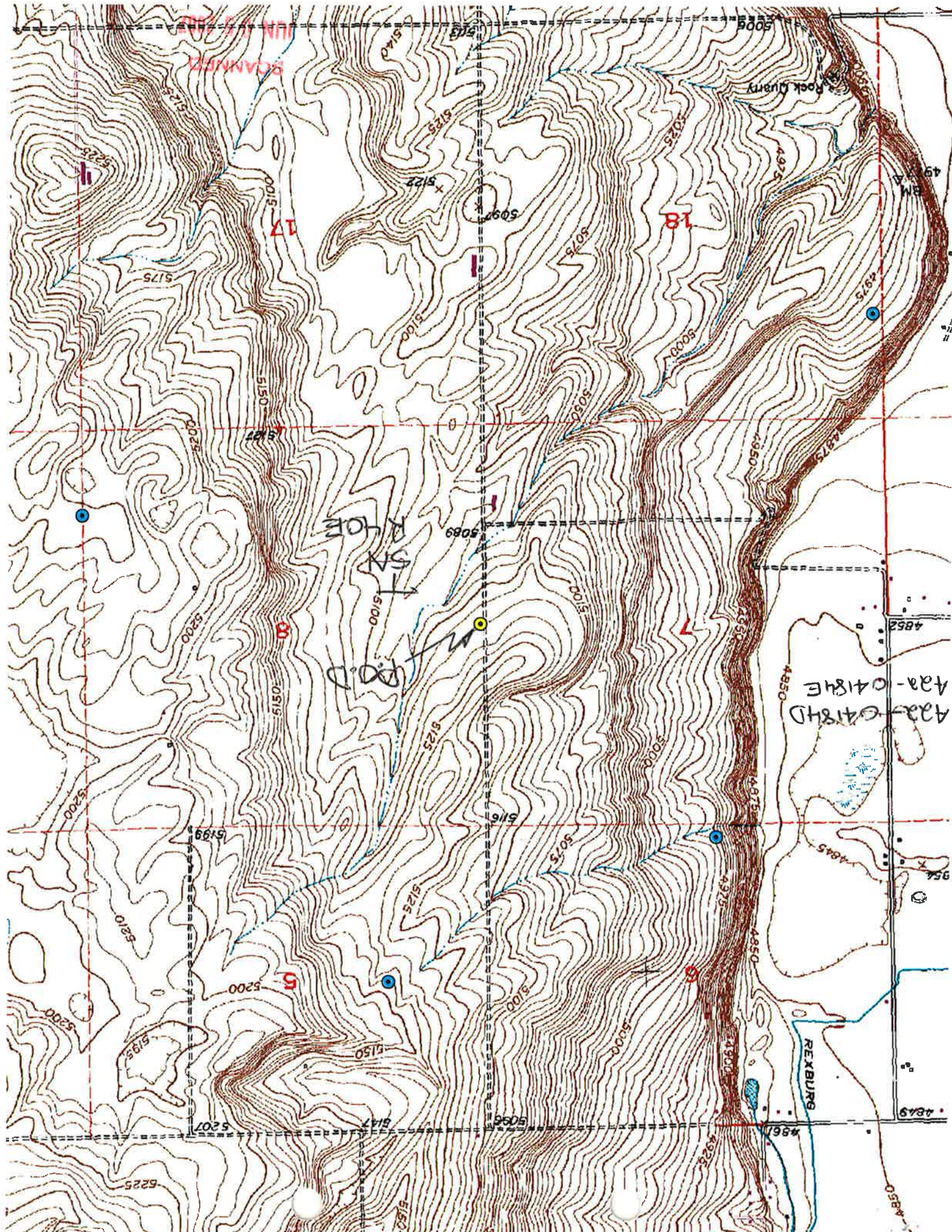
Water Right Claim Number 22-04184E
Township , 5N40E

07/02/2001



SPATIAL
DYNAMICS

SCANNED
JUN 05 2007



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: **A22-04184E**
Date Received: 8/10/1988
Receipt No: X777777
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: MARK G RICKS
Address: 3348 S 1400 W
REXBURG ID

208-356-6676

83440

2. Date of Priority: JUN 1, 1962

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05N	40E	7	NW	SW			MADISON

5. Description of diverting works:
WELL, PUMP AND SPRINKLERS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.400		

7. Total Quantity Appropriated is:
0.400 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	Lot	Use	Acres
05N	40E	7	SE	SE		IRR	20.0

Section Acres 20.0

Total Acres 20.0

A22-04184E

Page 1

Date: 10/26/98

SCANNED

JUN 05 2007

A2204184E



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:

22-07064C

14. Remarks:

CLAIM REPRESENTS PORTION OF 22-04184 APPURTENANT TO MY PROPERTY.

*CHANGE IN OWNERSHIP 10-22-96 GT.

*CHANGE OF OWNERSHIP 10-26-98. PAID UNDER RECEIPT NO. E001191.

15. Basis of Claim: BENEFICIAL USE

09/27/2006

NOTICE OF ERROR
REPLY

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS:

Water right number: 22-4184E

MGR FARMS LLC

3366 S 1400 W

REXBURG ID 83440

Telephone Number: (208) 359-4191

COMPLETED

Krus
11/04

681-2860

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation: no changes need to be made.

DATE: 10-24-06 SIGNATURE: [Signature]

Please print your name: Grant Ricks

IDWR Regional Office, 900 N Skyline Dr Ste A, Idaho Falls, ID 83402, 2085257161

SCANNED

JUN 05 2007

Krus
11/04