

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

NAME AND ADDRESS: LORIN B KAUER
1076 S 12TH W
REXBURG ID 83440

TRIBUTARY:

QUANTITY: 0.660 CFS
280.00 AFY

POINT OF DIVERSION:
T05N R40E S5 NESESW Within MADISON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 11/01	0.660 CFS 280.00 AFY

PLACE OF USE:	<u>IRRIGATION Within MADISON County</u>			
	T05N R40E S05	NWSE	40.0	T05N R40E S05 SWSE 40.0

80 ACRES TOTAL

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

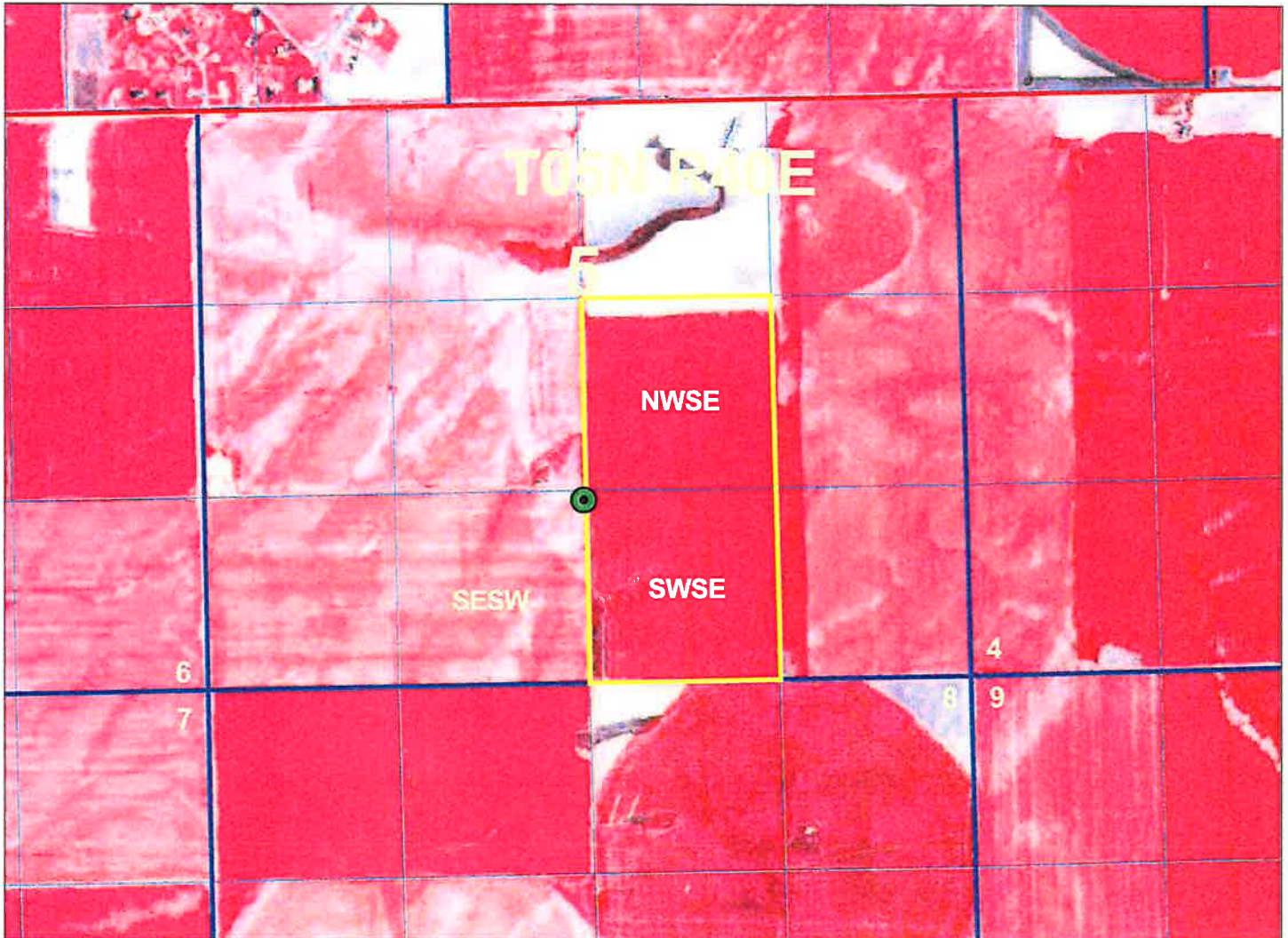
Rights No. 22-2245A and 22-7089A are also diverted through point of diversion described above.

Department of Water Resources

Eastern Region

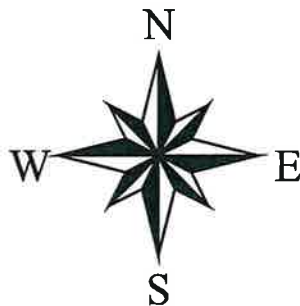


Claim No.: 22-7089B



0 660 1320 1980 2640 Feet

- Point of Diversion
- Place of Use
- Township/Range
- Sections
- QQ



GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by: Kristin Moore
Date Prepared: October 2005

10/25/2005

**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: 22-7089B

LORIN B KAUER
1076 S 12TH W
REXBURG ID 83440
Telephone Number: (208)356-6158

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: 10-21-06

SIGNATURE: Lorin B Kauer By Douglas S Kauer

Please print your name: Lorin B Kauer By Douglas S Kauer

att.
in
Fact

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

Kau
10/30

Claim no. _____

~~Claimant Contact Log~~

Date Remarks Agent initials

10-13-05 Called Lorn Kauer

Lorn had a stroke and is in a nursing home.
The Kauer's own the property but rent it to Halverson Bros Farm.
Wife is sending in deeds to property from inheritance and
rental agreement, which they haven't renewed but still have
the agreement.

KM

10-25-05

22-7089 $\left\{ \begin{array}{l} A \ 0.97 \text{ ac.} \\ 1.63 \text{ ac.} \end{array} \right.$ $\left\{ \begin{array}{l} B \ 0.66 \text{ ac.} \\ 20 \text{ ac.} \end{array} \right.$

Recommending as claimed.

According to Grant Parks, who farms the property, right 22-224513
does not cover this 80 ac. anymore. That right is concentrated
solely on the property to the W-NW. 22-7089 B stands alone on this
property.

KM



(Optional)					
Recorded	☐	Platted	☐	Key Punched	☐
Microfilmed	☐	Deed Card	☐	Master File	☐
Indexed	☐	Compared	☐	Abstracted	☐
				To Treasurer	☐

(DO NOT WRITE ABOVE THIS LINE)

WARRANTY DEED

JESSE R. WELKER & MARY WELKER, his wife,
of Rexburg County of Madison GRANTOR(S)
hereby CONVEYS, GRANTS and WARRANTS TO LORIN B. KAUER & ERMA KAUER, State of Idaho
his wife, GRantee(S)

whose current address is Route #1, Rexburg, Idaho
for the sum of One Dollar & other valuable consideration---Dollars (\$1.00)

the following described tract(s) of land in Madison County, State of Idaho:

The West Half of the Southeast Quarter (W½SE¼)
of Section 5, Township 5 North, Range 40 East
of the Boise Meridian, in Madison County,
State of Idaho.

Location of above described property _____
House No. _____ Street _____
WITNESS the hand of said Grantors this 22nd day of Sept. A.D. 19 82 .

Jesse R. Welker
Mary K. Welker



State of Idaho } ss. On the 22nd day of Sept. A.D. 1982
County of Madison.

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made this 22nd day of September, 1982, by and between JESSE R. WELKER and MARY WELKER, his wife, of Rexburg, Madison County, State of Idaho, sellers, and LORIN B. KAUER and ERMA KAUER, his wife, of Madison County, State of Idaho, buyers,

WITNESSETH:

The sellers agree to sell and the buyers agree to buy that certain real property situated in Madison County, State of Idaho, and described as follows, to-wit:

The West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 5, Township 5 North, Range 40 East of the Boise Meridian, in Madison County, State of Idaho.

for a total sum and purchase price of \$160,000.00, to be paid as follows:

\$60,000.00 upon the execution of this agreement, the receipt whereof is hereby acknowledged by the sellers;

\$100,000.00 October 23, 1982.

The rental for said premises for 1982 payable to the sellers in the amount of \$4,000.00, shall be used to pay for the title insurance policy, the real estate taxes due and payable up to and including December 31, 1982, and any other expenses in connection with this sale. Any remaining balance of rental shall be divided equally between the sellers and the buyers.

The buyers shall take possession of said premises at the time the remainder of the purchase price is paid in full, October 23, 1982, subject to any and all leases on said premises. At the time such remainder is paid in full, sellers will deliver to the buyers a Warranty Deed to said premises and a title insurance policy showing a good and marketable title to said premises in the sellers.

\$100,000.00 October 23, 1982.

The rental for said premises for 1982 payable to the sellers in the amount of \$4,000.00, shall be used to pay for the title insurance policy, the real estate taxes due and payable up to and including December 31, 1982, and any other expenses in connection with this sale. Any remaining balance of rental shall be divided equally between the sellers and the buyers.

The buyers shall take possession of said premises at the time the remainder of the purchase price is paid in full, October 23, 1982, subject to any and all leases on said premises. At the time such remainder is paid in full, sellers will deliver to the buyers a Warranty Deed to said premises and a title insurance policy showing a good and marketable title to said premises in the sellers.

Jesse R. Welker
Mary K. Welker
Sellers
John B. Kauer
Erma D. Kauer
Buyers.

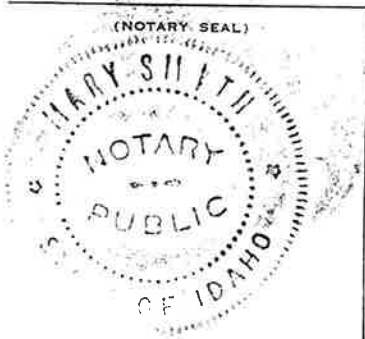
STATE OF IDAHO,)
 (SS
County of Madison.)

On this 22nd day of September, 1982, before me, the undersigned, a Notary Public in and for said state, personally appeared JESSE R. WELKER and MARY WELKER, his wife, and LORIN B. KAUER and ERMA KAUER, his wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they executed the same.

Mary Smith
Notary Public, residing at
Rexburg, Idaho. My commission
expires: Life.

(Seal)

Location of above described property _____
House No. _____ Street _____
WITNESS the hand of said Grantors this 22nd day of Sept. A.D. 1982.



State of Idaho }
County of Madison. } ss. On the 22nd day of Sept. A.D. 1982

personally appeared before me JESSE R. WELKER & MARY WELKER,
his wife,

the signer(s) of the within instrument, who duly acknowledged to me that they
executed the same.

Mary Smith
(NOTARY PUBLIC)

Residing at: Rexburg, Idaho. My Commission expires: Life.

MAIL DEED TO:

Lorin Kauer

Route #1

Rexburg, Idaho 83440

MAIL TAX NOTICE TO:

Name Lorin Kauer

Address Route #1

City & State Rexburg, Idaho Zip 83440

MICROFILMED

INDEXED

No. 196489

WARRANTY DEED

Jesse R. Welker +
Mary Welker h/w
—TO—

Larin B. Kauer +
Emma Kauer h/w

Dated Sept. 22, 1982

STATE OF IDAHO }
County of Madison } ss.

I hereby certify that this instrument was
filed for record at request of

Larin Kauer

at 40 minutes past 2

o'clock P. M., this 7th day

of December, A.D. 1982

in my office, and duly recorded in Book

of 196489 at page

Nellis H. Garmuk

Ex-Officio Recorder.

By Mary Lou Bell
Deputy.

Fees \$ 4.00

Larin B. Kauer

R#1

Reylung - 2083440

REAL ESTATE LEASE

RECEIVED
OCT 19 2005
Department of Water Resources
Eastern Region

This Lease Agreement (this "Lease") is made effective as of September 19, 1998, by and between Lorin B Kauer ("Landlord"), and Grant Ricks ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant 80 Acre Farm (the "Premises") located at West 1/2 of SE 1/4 of Sec. 5, T. 5 N. R. 40 E., Idaho 83440.

TERM. The lease term will begin on September 18, 1998 and will terminate on December 31, 2004.

LEASE PAYMENTS. Tenant shall pay to Landlord lease payments of \$10,000.00, payable in advance, on the first day of each April. Lease payments shall be made to the Landlord at 1565 S 2000 west, Rexburg, Idaho 83440, which may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES. Tenant may use the Premises only Growing Crops. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. ~~Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.~~

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 45 days (or any other obligation within 45 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent".

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Initials: LBK GR

LANDLORD:

Name: Lorin B Kauer
Address: 1565 S 2000 west
Rexburg , Idaho 83440

TENANT:

Name: Grant Ricks
Address: 3366 S. 1400 West
Rexburg , Idaho 83440

Such addresses may be changed from time to time by either party by providing notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Idaho.

LEGAL DESCRIPTION. The legal description for the Premises is:
West 1/2 of SE 1/4 , Sec. 5 , T. 5 N. , R 40 E.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of Five Years per renewal term, unless either party gives written notice of the termination no later than thirty days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

LIABILITY INSURANCE. Tenant shall maintain liability insurance in a total aggregate sum of at least \$100,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), without the prior written consent of Landlord, which shall not be unreasonably withheld

OPTION TO PURCHASE The Tenant has the first right to purchase the farm by agreement of both the parties.

LANDLORD:
Lorin B Kauer

Lorin B. Kauer.
Lorin B Kauer

TENANT:
Grant Ricks

Grant Ricks
Grant Ricks

Witness - Erma R. Kauer

Initials: MR L.B.K.

Water Right No(s). A22-7089A, A22-7089B + A22-2245A

See Attached

GPS DATA:

Tag # A0000275 Location: on power panel post
GPS data - 2679039 GPS File - 227089
1401133

Diversion Data:

Source: Groundwater Trib to: _____

MOTOR

Make: U.S. Motors Model: _____ Hp: 100
SN: R-9981-00-799

PUMP

Make: Venti-Line Model: _____ Disch: _____
SN: 37670290

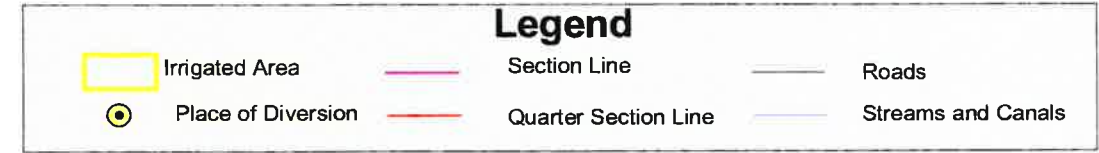
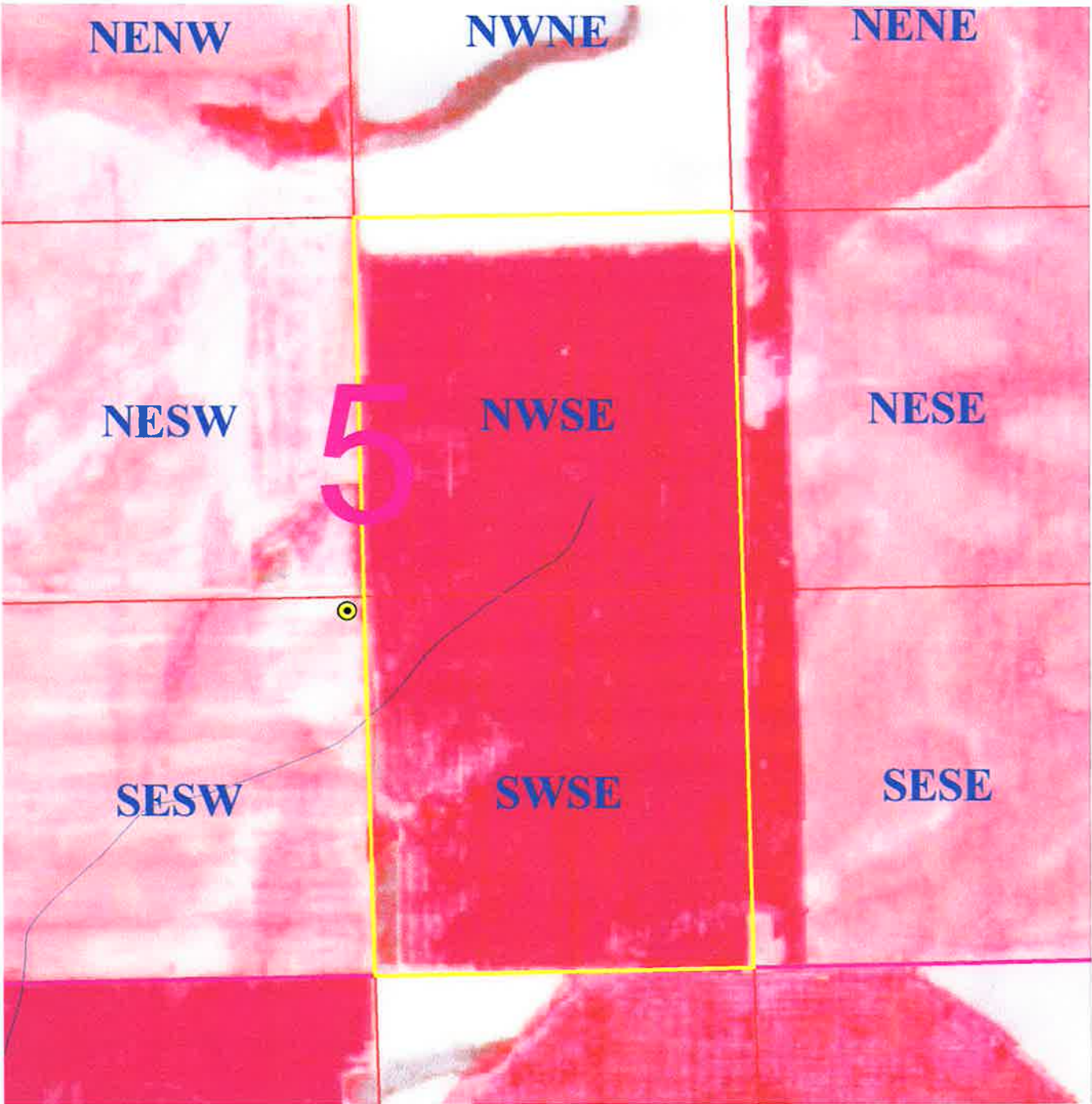
NOTES:

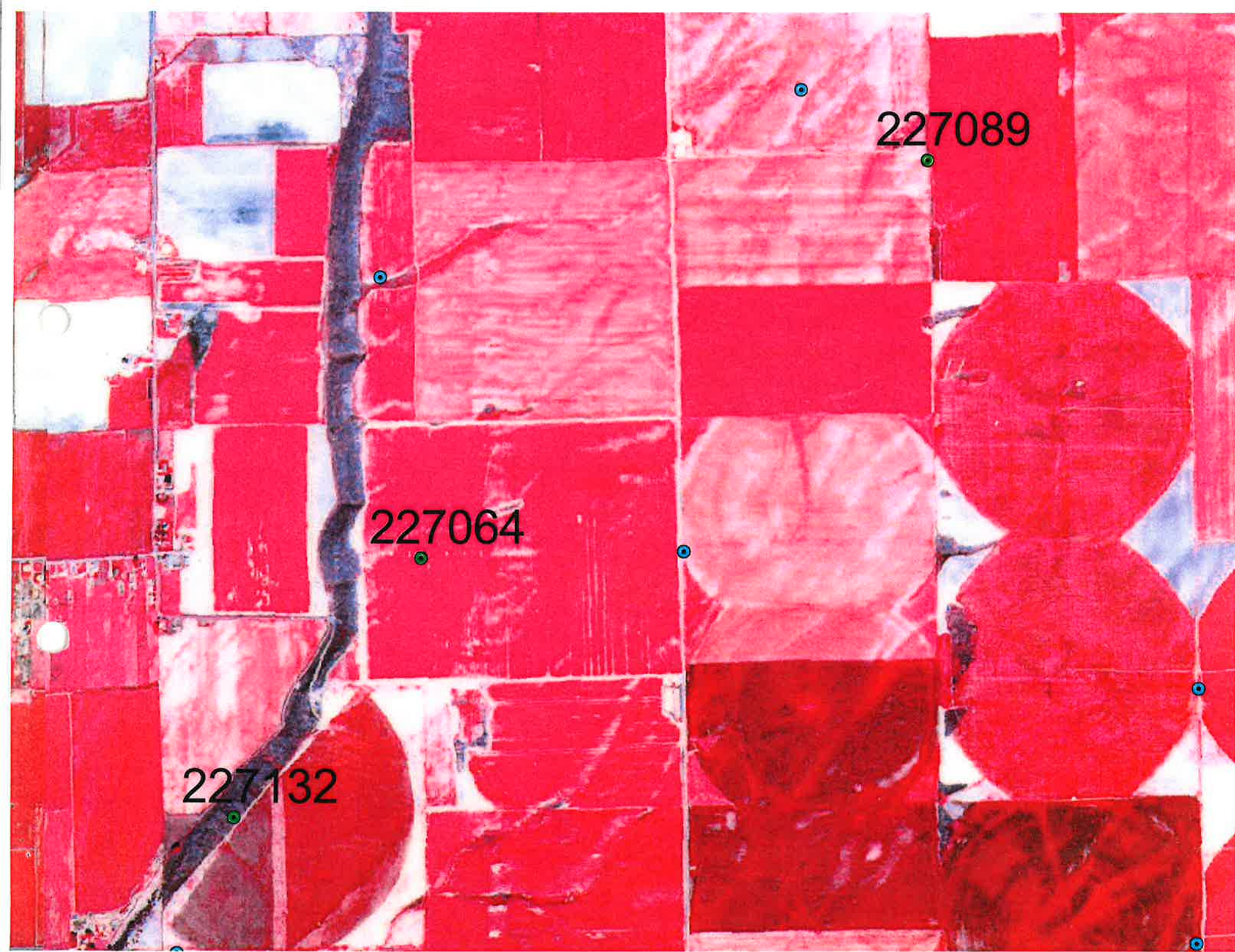
Well & pump to 8" mainline & pivots. Ownership of claims
A22-7089A + A22-2245A is now MGR Farms. See updated
profile. Name & address for A22-7089B is good. Places
of use are good.

Field Exam Date: 5-3-2005 Agent: R.W. Jones



A22-7089A, 7089B + A22-2245A, Looking South



This is a red-tinted aerial photograph of a landscape. A dark, winding road or path runs vertically through the left side of the image. To the right of the road, there are several large, circular features, possibly ponds or fields, arranged in a somewhat regular pattern. The background consists of a patchwork of rectangular and irregular shapes, likely agricultural fields or land parcels. Three small blue dots are visible on the image, each accompanied by a number. The numbers are 227089, 227064, and 227132. The number 227089 is located in the upper right quadrant, 227064 is in the middle left, and 227132 is in the lower left. The overall image has a high-contrast, grainy appearance typical of older aerial photography.

227089

227064

227132

WATER RIGHT LICENSE

THIS IS TO CERTIFY, that MARK G. RICKS

Beneficial Use Period of Use Rate of Diversion Annual Volume

Irrigation from Apr 1 to November 1 at 1.63 cfs and 696 acre feet

from cfs and

from at cfs and

(both dates inclusive)

Description and location of place of use:

[illegible]

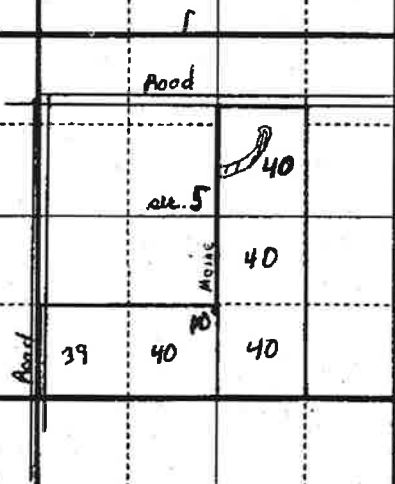
Witness the seal and signature of the Director, affixed at Boise, Idaho, this 30th day of April, 19 81.

Director

TOTAL ACREAGE 200

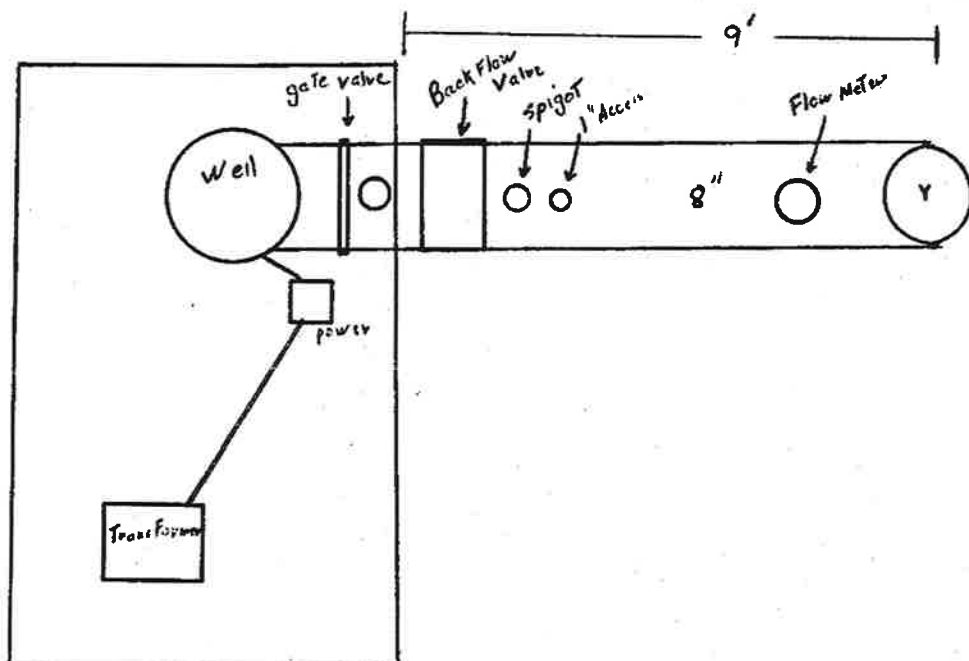
R40E

152



short section

Diagram of System



JDC

22-7089
Wuk G.
D.K.

55

55

55

OH

39

55

55

DATE OF EXAM 6/25/79

ACREAGE
Found 199 Ac ✓
Recommended 199 Ac ✓

Irrigation Requirement 3.5 Ac Ft/Ac

USE
Irrigation Q = 1.66 c.f.s. V = 6.96 AF/Ann. from April 1 to Nov. 1
Domestic Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____
Livestock Q = _____ c.f.s. V = _____ AF/Ann. from _____ to _____

Is water co-mingled? yes _____ no X

Name source: N/a
twp. _____ N/S, Rge _____ E/W, B.M., Sec _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Exchange? yes _____ no X

Name source exchanged with: N/a
twp. _____ N/S, Rge _____ E/W, B.M., Sec _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Point of injection: N/a
twp. _____ N/S, Rge _____ E/W, B.M., Sec _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Point of exchange: N/a
twp. _____ N/S, Rge _____ E/W, B.M., Sec _____, Sub. _____ 1/4 _____ 1/4 _____ County _____

Total Q measured 1.89 cfs Method of measurement Flow Meter

Total Q recommended 1.66 Meter No. 73-8-2091 Type McCracker Condition Std.

Total V recommended 6.96 AF/Ann.

Recommended Amendments:

P.D. _____
Place of Use _____
Other _____
None

MEASUREMENT CALCULATION:

.01 Acf in 230 sec. = 435.6 ÷ 230 sec. = 1.89 cfs capacity Allow 1.63 cfs. See calculation on back
3.5 Acf/Ac × 199 Ac = 6.96 AF/Ann. < 1.66 cfs × 1.9835 AF/cfs × 214 days = 705
1.68 × 1.9835 × 214 = 691.9

SYSTEM DESCRIPTION:

U.S. Electric Motor 70 hp, 100 hp, 10" A-9981-00-799, A2096740
Auto Valve line pump, # 37670890, 1/4" valve in line
with 3/4 mile of 8" mainline

REMARKS:

System described by Mark Ricks
(Only 1.66 cfs can be added to the lands described herein) because
License # 22-2245 contributes 2.32 cfs to 195 overlapping acres.

Examiner's Signature John D. Carlson Date Feb. 15, 80

Checked by _____ Date _____

Approved by Reyn Date 3/26/81

Overlap review
on back →

Overlap Figures for 22-7089

clearance 22-2245 P/O q/w different well
 $\frac{5.15 \text{ ds}}{433 \text{ ac}} = .012 \text{ ds/ac}$ P/O see attached copy

This night 22-7089 P/O q/w different well
 P/O see field exam

Overlapping acres of this night on clearance 22-2245
 equals $196 \times .012 \text{ ds/ac} = 2.352 \text{ ds}$
 $196 \times .02 = 3.92$
 $3 \times .02 = .06$

No overlap
 or excessing
 P/O

$\frac{3.92}{-2.352}$
 $\frac{1.568 \text{ ds to bring 196 acres up to .02 ds/ac}}{+ .06}$
 $\frac{1.628 \text{ round to } 1.63 \text{ ds}}{1.63 \text{ ds}}$

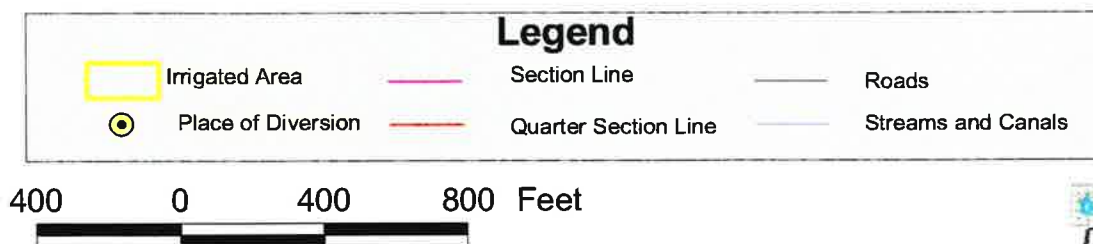
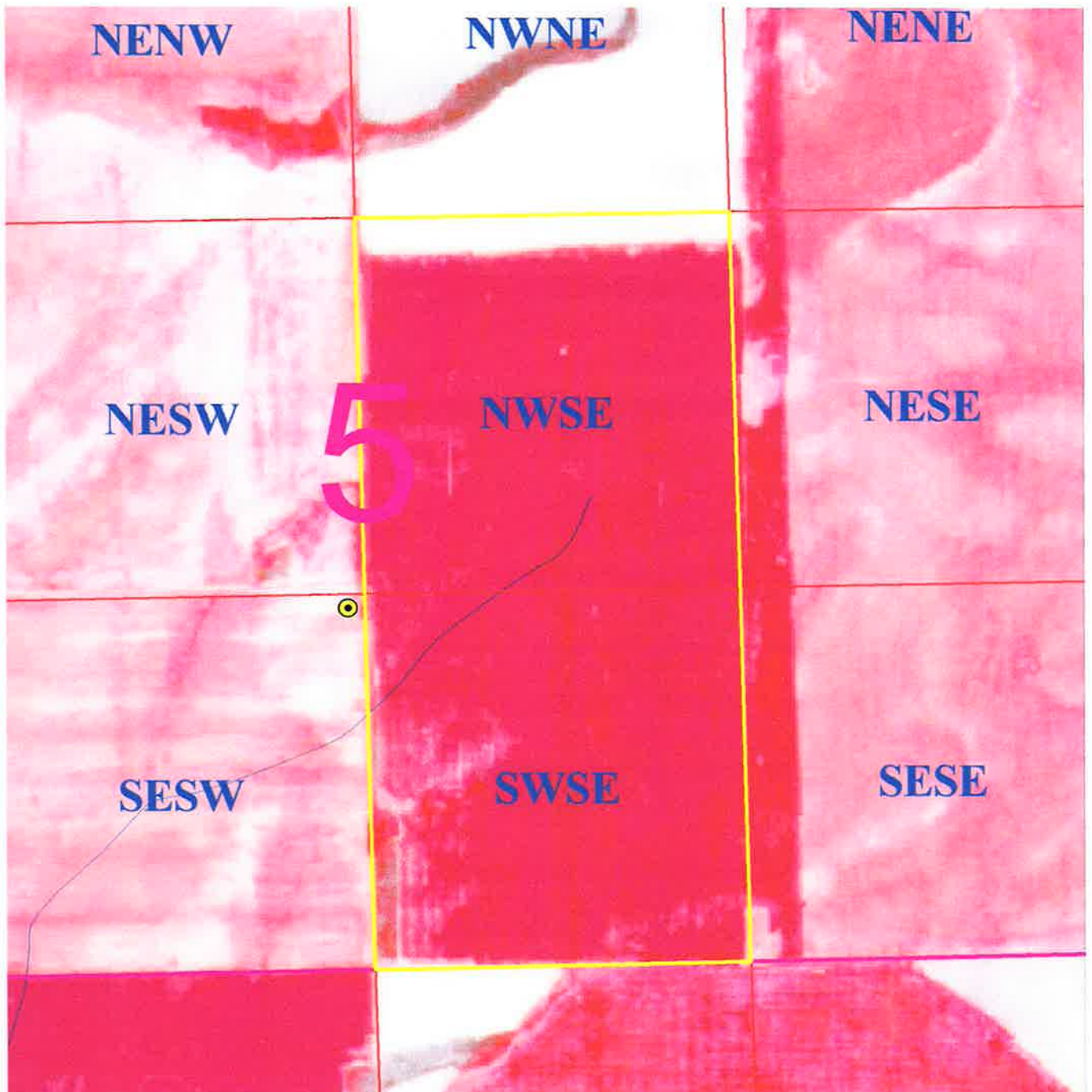
$$\frac{1.63}{196} = .008 \text{ ds/ac}$$

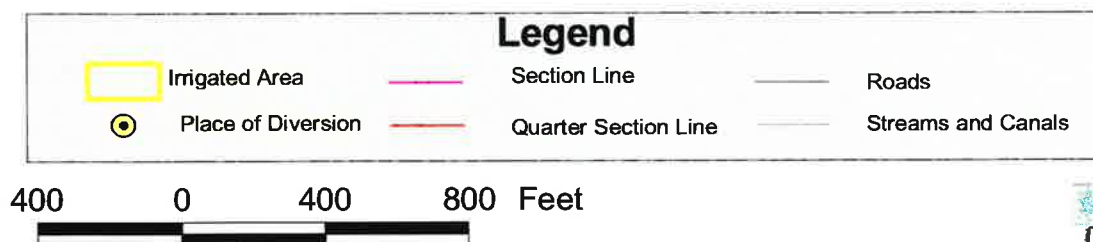
R# 3/26/81

MICROFILMED

22-2245
 22-2246

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
05n40e	5	NWSE	40	40	
05n40e	5	SWSE	40	40	
Totals:			80	80	





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: A22-07089B
Date Received: 11/ 3/1998
Receipt No: E024652
Received By: PEM

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: LORIN B KAUER 208-356-6158
Address: 1565 S 2000 W
REXBURG ID 83220

2. Date of Priority: MAR 8, 1974

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05N	40E	5	NE	SE	SW		MADISON

5. Description of diverting works:
WELL, PUMP AND PIPELINES TO SPRINKLER SYSTEM FOR IRRIGATION

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.660		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
N/A

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	40E	5	NW	SE		IRR	40.0
			SW	SE		IRR	40.0

A2207089B



10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	80.0
					Total Acres	80.0

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:
A22-02245B

14. Remarks:
THIS NOTICE OF CLAIM IS FOR A PORTION OF 22-07089.

15. Basis of Claim: LICENSE

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: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Forin B. Hauer Date: 11-23-1998

Date: _____

State of Idaho)
County of Madison) SS.

Subscribed and sworn (or affirmed) before me this 23 day

of November 19 98

Mary Mc Culloch
Notary Public

Seal

Residing at Lebung Id

My Commission Expires 1-23-2004

