

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 BEAR RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 79576

RECEIVED

OCT 02 2023

IDWR/Preston

Ident. Number: 11-4222
Date Received: 10-12-23
Receipt No: 2000495
Claim Fee: \$74.00
Received By: MB

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

MELISSA WHEELER
221 E 1200 S
CENTERVILLE UT 84014 PHONE: (801)708-4723

STACY MOURITSEN
PO BOX 1562
TROUT CREEK, MT, 59874

HUGH MOURITSEN
2942 W 2175 S
WEST HAVEN, UT 84401 PHONE: (801) 608-1316

TINA SAUNDERS
207 N MATT DILLON TRAIL
CANTRAL UT 84722

WADE MOURITSEN
203 RICKETTS RD
HAMLTON MT 59840

SELENA LAHODA
2427 MARVA MARIA COURT
BAKERSFIELD CA 93314

ALICIA WISER
88098 CHERRY BLOSSOM RD
ARCADIA OK 73007

BOYD MOURITSEN
1851 32ND ST NE
SALMON ARM, BC, V1E1MA

2. Date of Priority: 4/1/1898

3. Source: SPRINGS SPRINGS Trib. to: SINKS SINKS

4. Point of Diversion:

Township	Range	Section	¼ of ¼ of ¼	Lot	County	Type
12S	44E	11	SW SW		BEAR LAKE	
12S	44E	11	SW SW		BEAR LAKE	

5. Description of diverting works:

SPRINGS RISE AND SINK ON THE PROPERTY AND ARE USED FOR IRRIGATION, DOMESTIC, AND STOCK. THERE ARE TWO MAJOR SPRINGS THAT SURFACE IN MULTIPLE SPOTS.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S. (or)	A.F.A
DOMESTIC	05/01	11/01	0.06	
IRRIGATION	4/01	11/01	0.3	
STOCKWATER	01/01	12/31	0.02	

7. Total Quantity Appropriated is:

0.38 C.F.S. and/or A.F.A.

8. Non-irrigation uses:

IRRIGATION FOR ORCHARD AND FAMILY'S HOMESTEAD. SPRINGS SUB THE ORCHARD OF FRUIT TREES AND IRRIGATE A LARGE PORTION OF LAND THAT IS BENEFICIAL

CATTLE ON 120 ACRES. AVERAGE OF 50 CATTLE, SOMETIMES UP TO 100. IN THE WINTER, LARGE HERD OF ELK AND WILDLIFE SEEK REFUGE ON PROPERTY AND DRINK FROM THE SPRINGS.

DOMESTIC USE STARTED AS A HOMESTEAD HOUSE IN 1898 AND CURRENTLY IS USED FOR CAMPING AND TRAILER USE. HISTORICALLY THERE HAVE BEEN UPWARDS OF 20 TRAILERS/CAMPERS FOR DOMESTIC PURPOSES IN THE SUMMER.

9. Place of use:

DOMESTIC within BEAR LAKE County

Township	Range	Section	¼ of ¼	Lot	Acres
12S	44E	11	SW SW		

IRRIGATION within BEAR LAKE County

Township	Range	Section	¼	of	¼	Lot	Acres
12S	44E	11	NW		SW		1.5
12S	44E	11	SW		SW		10
12S	44E	11	SE		SW		4.5

Total Acres = 16

STOCKWATER within BEAR LAKE County

Township	Range	Section	¼	of	¼	Lot	Acres
12S	44E	11	NW		SW		
12S	44E	11	SW		SW		
12S	44E	11	SE		SW		

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

If your answer is no, describe in remarks below the authority you have to claim this water right.

11. Other Water Rights Used: SHARES IN BENNINGTON IRRIGATION CO.

12. Remarks:

Priority Date Explanation:

SEE STATUTORY CLAIM COMPLETED BY GRANDMOTHER LULA MOURITSEN.
HOMESTEADED BY FAMILY. ENTIREY OF WATER USE WAS HAPPENING WHEN IT WAS
HOMESTEADED. THEY HAD BERRY BUSHES, POTATOES AND CORN, ALONG WITH DOMESTIC USES
AND CATTLE.

13. Basis of Claim: Statutory Claim

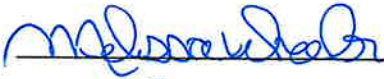
14. Signature(s)

(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 BEAR River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

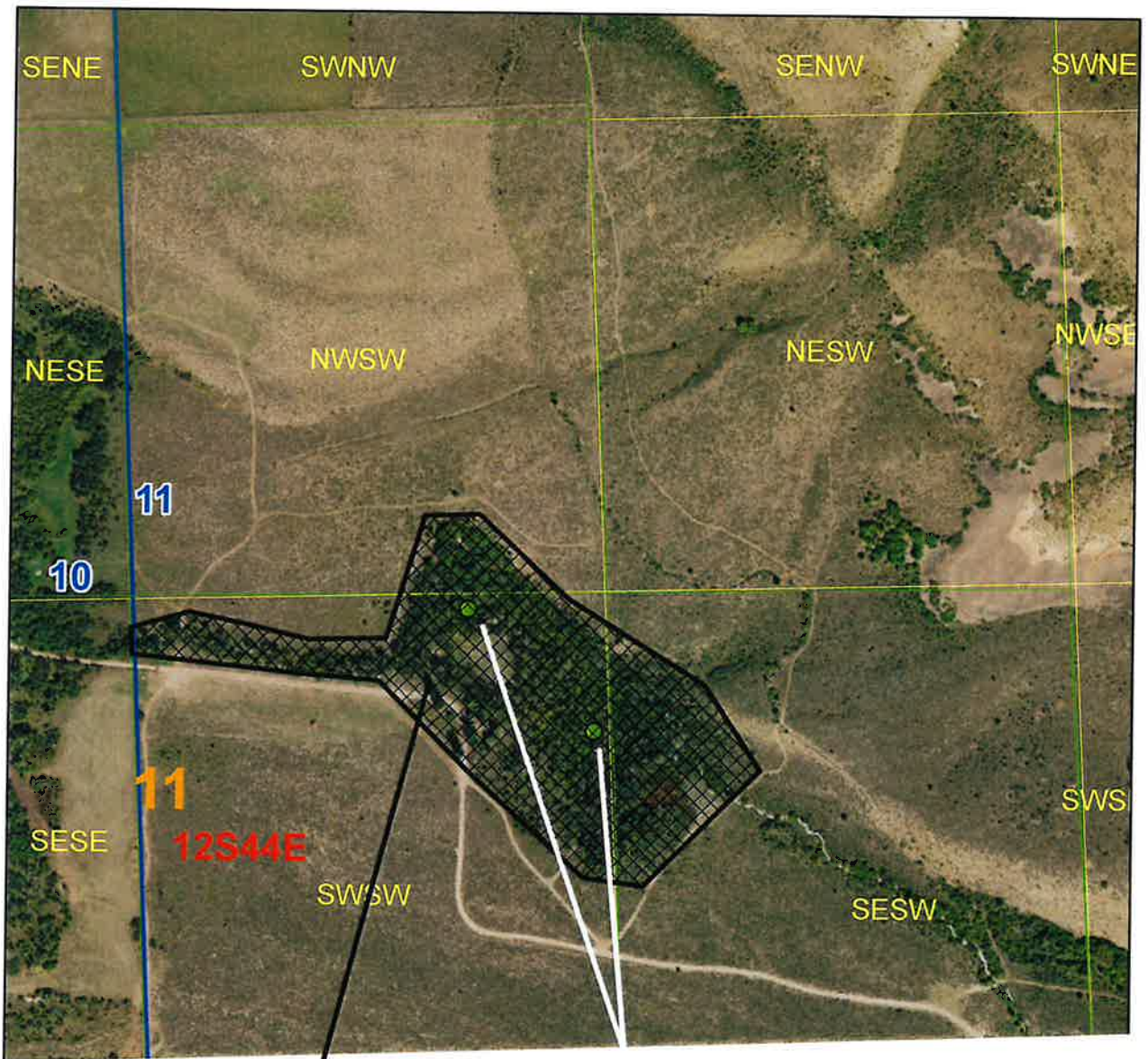
Number of attachments: _____

For Individuals:

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

Signature of Claimant(s):  Date: 10/2/23
 Date: 10/2/23

NOTICE OF CLAIM FOR 11-4222



LOCATION OF SPRINGS
SPRINGS SURFACE IN MULTIPLE SPOTS.

IRRIGATION AND STOCKWATER (15 ACRES)

ASSIGNMENT OF WATER CLAIM

WHEREAS, the Bennington Irrigation Company, an Idaho Corporation, called a special meeting of the board of Directors to consider the release and/or assignment of all rights, if any, to Irvin Mouritsen of certain spring waters, to-wit:

A "Seepage" South and east of the old Mouritsen Orchard located below the Irrigation Company ditch in SW1/4, SW1/4, Section 11, T12S, R44E, B.M.

WHEREAS, a resolution was duly passed, wherein the Bennington Irrigation Company authorized the release and/or assignment of said waters to Irvin Mouritsen. The above spring has been identified with an iron peg marked with an "M".

NOW THEREFORE, I THE UNDERSIGNED being the duly authorized President of the Bennington Irrigation Company, do hereby release and/or assign to Roy T. Mouritsen, as heir to Irvin Mouritsen, any and all rights which may have been retained in the spring waters know as the "Seepage" South East of the Old Mouritsen orchard located SW1/4, SW1/4, Sec. 11, T12S, R44E, B.M.

DATED this 23rd day of July, 1990.


TED S. CRANE
President, Bennington Irrigation
Company.

Attest: 
Secretary

COPY

EASEMENT AGREEMENT

Agreement made this 23rd day of July, 1990, by and between ROY T. MOURITSEN (also known as ROY MOURITSEN) and DOROTHY MARIE MOURITSEN, husband and wife, of the town of SALMON ARM, Providence of British Columbia, Canada, hereinafter called "Grantor", and BENNINGTON CULINARY WATER SYSTEM, an association in the town of Bennington, County of Bear Lake, State of Idaho, hereinafter called "Grantee".

The parties agree as follows:

SECTION ONE

CONVEYANCE OF EASEMENT

For valuable consideration described in SECTION THREE below, Grantor hereby agrees to grant and convey to Grantee an easement over and across the property owned by Grantor for the purpose of diverting water from a spring located on said property; said property being described as follows:

The Northeast Quarter of the Southeast Quarter of Section 10, Township 12 South, Range 44 East of the Boise Meridian.

SECTION TWO

MAINTENANCE AND REPAIRS

The easement described above shall be maintained and repaired by Grantee at Grantee's sole cost and expense.

SECTION THREE

CONSIDERATION

Grantee agrees to provide the services of a backhoe for approximately one hour to aid Grantor in the development of a spring located on other property near Bennington owned by Grantor. Grantee further agrees to assist in obtaining permission from the BENNINGTON IRRIGATION COMPANY to develop irrigation water from their water system which flows under property owned by Grantor. Finally, Grantee agrees to pay the

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sum of Three Thousand Five Hundred and no/100 dollars
(\$3,500.00), receipt of which is acknowledged by signing below.

SECTION FOUR

EASEMENT TO RUN WITH LAND

This grant of easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their heirs, successors or assigns.

IN WITNESS WHEREOF, the parties have executed this agreement this 23rd day of July, 1990.

GRANTOR:

Roy T. Mouritsen
ROY T. MOURITSEN

Dorothy Marie Mouritsen
DOROTHY MARIE MOURITSEN

GRANTEE:

Ted S. Crane
TED S. CRANE
President, Bennington
Culinary Water System

STATE/PROVIDENCE OF _____)
County of _____) ss

On this ____ day of July, 1990, before me, a Notary Public in and for said Providence/State, personally appeared ROY T. MOURITSEN and DOROTHY MARIE MOURITSEN, 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 hereunto set my hand and seal this _____ day of July, 1990.

Notary Public for Providence/
State of _____
Residing at _____
My Commission Expires _____

STATE OF IDAHO)
) ss
County of Bear Lake)

On this 23rd day of July, 1990, before me, a Notary Public in and for said State, personally appeared TED S. CRANE, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same, and that he is the current President of the BENNINGTON CULINARY WATER SYSTEM and has been duly authorized to sign this agreement on behalf of said association.

IN WITNESS WHEREOF, I hereunto set my hand and seal this 23rd day of July, 1990.


Notary Public for State of Idaho
Residing at Montpelier
My Commission Expires 4/2/95

QUIT CLAIM DEED

For Value Received, the sum of Ten Dollars and Other Good and Valuable Consideration,

ROY T. MOURITSEN and DOROTHY M. MOURITSEN, husband and wife,
THE GRANTOR(S),
do(es) hereby Remise, Release and forever Quit Claim unto

MELISSA LAHODA, STACY MOURITSEN, HUGH MOURITSEN, TINA SAUNDERS, WADE MOURITSEN, SELENA LAHODA, ALICIA MOURITSEN and BOYD MOURITSEN, all as Joint Tenants With Full Rights of Survivorship (Not as Tenants in Common)
Of 1851 32ND STREET NE, SALMON ARM, BRITISH COLUMBIA, CANADA, V1E1M9
THE GRANTEE(S),

the following described premises, in **Bear Lake County, Idaho**, to wit:

TOWNSHIP 12 SOUTH, RANGE 44 EAST OF THE BOISE MERIDIAN:

Section 11: NW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$.
Containing 120 acres, more or less, together with spring on the Southeast of the old Mouritsen orchard marked with an M on an iron peg.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee(s), heirs and assigns forever.

DATED this October 25, 2004.

Roy T. Mouritsen
ROY T. MOURITSEN

Dorothy M. Mouritsen
DOROTHY M. MOURITSEN

STATE OF IDAHO, COUNTY OF BEAR LAKE

On this 25th day of October, 2004, before me a
Notary Public in and for the State, personally appeared

ROY T. MOURITSEN and DOROTHY M. MOURITSEN,
husband and wife

known to me to be the person(s) whose names are subscribed to
the within instrument, and acknowledged to me that they
executed the same.

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

Maxine Matthews
Notary Public
Residing at: PARIS, ID.
My Commission Expires: 12-01-06



DEPUTY
FEE
\$3.00
OCT 25 PM 12 09
Cindy S. S. S.

189601

No. 81
BOOK 3

INCORPORATED UNDER THE LAWS OF THE STATE OF IDAHO

273 Shares

Bennington Irrigation Company

CAPITAL STOCK \$20,000.00

20,000 SHARES \$1.00 EACH

This is to Certify That

Ray L. Mountain

is entitled to two hundred seventy-three

Shares of the Capital Stock of the Bennington Irrigation

Company. Transferable only on the Books of the Company in person or by attorney, on the surrender of this Certificate.

Witness the Seal of the Company and the Signatures of the President and
Secretary at Bennington, Idaho, this 8th day August

A. D. 19 90

Ray L. Mountain President
Ray L. Mountain Secretary