

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: A25-04210

Date Received: 9/14/1989

Receipt No: E010487/90

Received By: E015347/88 10-18-90

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name:	ALDON SWEARINGER	208-523-9011
Address:	1195 E. 49 N. IDAHO FALLS, ID 83401	
AND		
Name:	KENNETH STUEVE	208-523-9288
Address:	1203 E. 49 N. IDAHO FALLS, ID 83401	
AND		
Name:	BILL WADE	208-523-2487
Address:	1217 E. 49 N. IDAHO FALLS, ID 83401	
AND		
Name:	RICHAN LOREN	208-523-8256
Address:	1197 E. 49 N. IDAHO FALLS, ID 83401	
AND		
Name:	GIRVEN KENT STOTT	208-524-1392
Address:	1193 E. 49 N. IDAHO FALLS, ID 83401	
AND		
Name:	DEAN P. HOLVERSON	208-522-4856
Address:	1289 E. 49 N. IDAHO FALLS, ID 83401	
AND		
Name:	BILL O'DONNELL	208-523-8068
Address:	1271 E. 49 N. IDAHO FALLS, ID 83401	
AND		
Name:	BOYD CHAMBERS	208-522-3870
Address:	1199 E. 49 N. IDAHO FALLS, ID 83401	

2. Date of Priority: MAR 21, 1960

3. Source: GROUNDWATER Trib. to:

A25-04210

Page 1

Date: 09/14/89

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A2504210



4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
03N	38E	32	SE	SE	SE		BONNEVILLE

5. Description of diverting works:
WELL, PUMP & LINES TO 8 HOUSEHOLDS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.060		
DOMESTIC	01/01	12/31	0.130		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/8 HOMES

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
03N	38E	32	SW	SE		IRR	2.0
			SE	SE		IRR	1.0
Section Acres							3.0
Total Acres							3.0

11. Place of use in counties: BONNEVILLE

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

13. Other Water Rights Used:
NONE

14. Remarks:
CLAIM C/O JOYCE WADE, SEE ATTACHED DOMESTIC WATER AGREEMENT
DATED 21 MARCH 1960.

15. Basis of Claim: STATUTORY CLAIM
Water Right Number: 254210

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): William E O'Connell Date: 9/14/89

Date: _____

State of Idaho)
County of Booneville) SS.

Subscribed and sworn (or affirmed) before me this 14 day
of Sept 19 89

Thomas L. Alderman
Notary Public

Seal

Residing at Idaho Falls ID
My Commission Expires Jan 31, 1995

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 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 that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): Kenneth Shuen Date: 9-14-89

Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 14th day
of September 1989

Seal

Carol Armstrong
Notary Public
CAROL ARMSTRONG
Notary Public Residing at Idaho Falls, ID
Expires Sept. 22, 1993
Residing at _____
My Commission Expires _____

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): Steven K. Stolt Date: 9-14-89
Julie A. Stolt Date: 9-14-89

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 14th day
of September 19 89

Patricia A. Scott
Notary Public

Seal

Residing at Idaho Falls, Idaho
My Commission Expires May 10, 1992

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): Loren A. Rishan Date: 9-14-89

Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 14th day
of Sept 19 89 Judy Barnett
Notary Public

Seal

Residing at First Interstate
My Commission Expires 5/30/92

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): Dean P. Holmerson Date: 9-14-89

Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 14 day
of Sept 19 89

Thomas J. Glavin
Notary Public

Seal

Residing at Iskahn Falls ID
My Commission Expires Jan 31, 1995

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): Bill W Wade Date: Sept 14 1989
or Joyce L Wade Date: Sept 14 1989

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 14th day
of Sept 19 89

Egon A. Seedall
Notary Public

Seal

Residing at Bonneville County
My Commission Expires 8-91

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): Boyd Chambers Date: 9-14-89

Date: _____

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 14 day
of Sept 19 89 Thomas L. Goldman
Notary Public

Seal

Residing at Idaho Falls ID
My Commission Expires Jan 31, 1995

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): Mrs. Alden Swearingen Date: Sept 15, 89
_____ Date: _____

State of Idaho Bonneville ss.
County of Franklin

Subscribed and sworn (or affirmed) before me this 15th day
of September 19 89

Notary Public

Seal

Residing at Thompsonburg
My Commission Expires _____

Log for claim 25-04198

Spatial Dynamics CA1

12/8/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
02n37e	36	SWSW	3	39	POD placement? / Indiscernible
Totals:			3	39	

DATE: 10/24/00
PAGE: 104

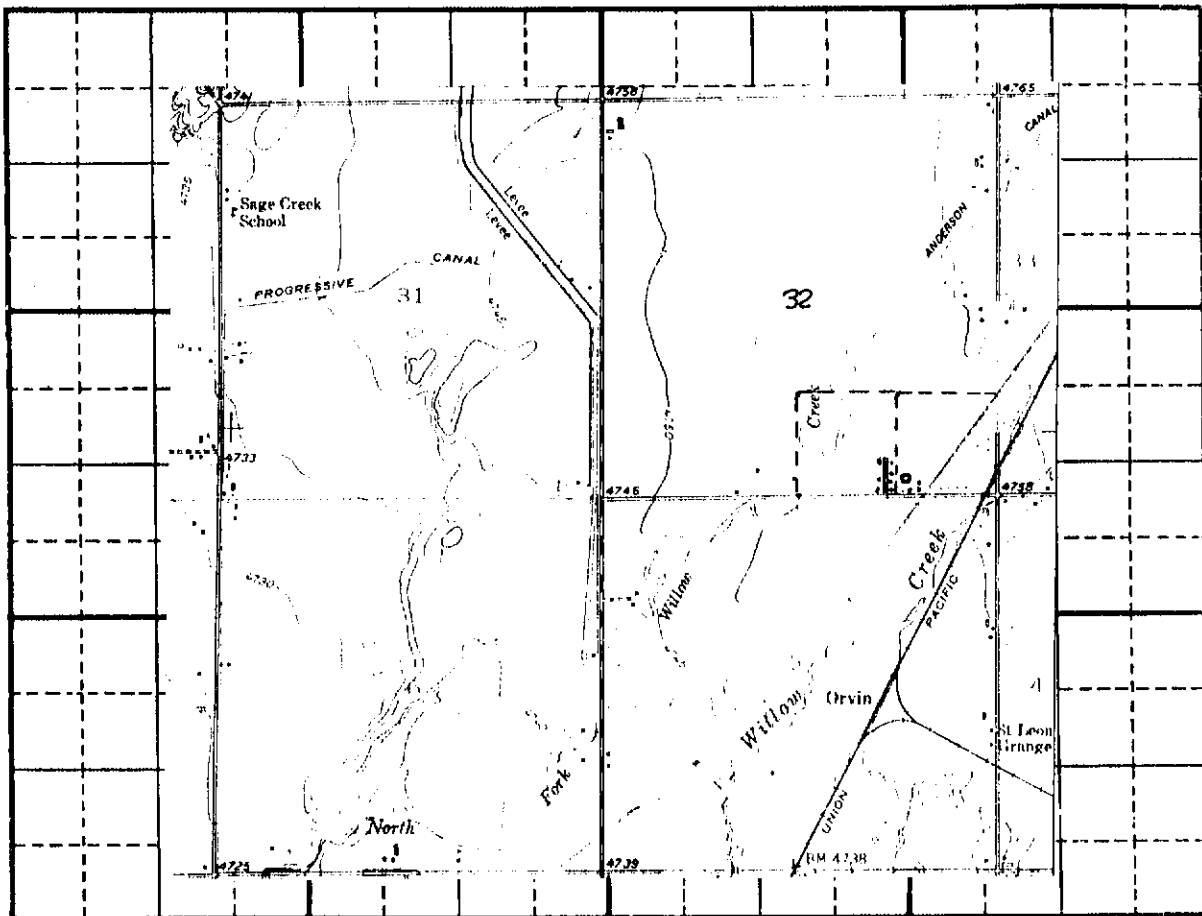
Audit: 09/14/89 DUNN 03/29/95 POST-STD

				NE				NW				SW				SE										
				NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:			
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
---	---	---	:	-----	-----	-----	-----	---	-----	-----	-----	-----	-----	:	-----	-----	-----	-----	---	-----	-----	-----	-----	-----	:	

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

(7) If you are claiming water as a member of an organization, list name of organization: _____

(8) Remarks This claim includes Lots A, B, C, E, H and the lot just North of lot E



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
County of Bonneville) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

Sworn to before me this 3rd day of June 1983 by Joyce Wade (Claimant)

Charles Alway
Notary Public
Residing at Blacks Fork

My commission expires 6-15-85

FOR DEPARTMENT USE ONLY

Received by <u>LW8</u>	Date <u>6-3-83</u>	Exception filed by:	Date
Prelim. check by <u>S.A. BP</u>	Date <u>6-3-83</u>	Forwarded to claimant by:	Date
\$30.00 fee received by <u>Post Register</u>	Date <u>6/3/83</u>		
Published in <u>Post Register</u>			
Dates <u>6/16 - 6/23/83</u>			



State of Idaho

DEPARTMENT OF WATER RESOURCES

150 Shoup Ave., Suite 15, Idaho Falls, Idaho 83402 - (208) 525-7161

EASTERN REGION

September 19, 1990

RECEIVED

OCT 19 1990

CECIL D. ANDRUS
GOVERNOR
R. KEITH HIGGINSON
DIRECTOR

Kenneth Stueve
1203 E 49 N
Idaho Falls, ID 83401

Department of Water Resources
Eastern District Office

RE: Notice of Claim A25-04210

Dear Mr. Stueve:

Please find enclosed a Notice of Claim prepared with information from your original notice.

An error was made by the Department at the time you filed your Notice (A25-04210). For multiple domestic Notices the filing fee is \$50.00 plus \$100 per cubic foot per second (cfs) listed in Item #6 (you filed for .13) and \$1.00 per acre for each acre irrigated. Taking into account the \$53.00 already paid, (\$50.00 to file and the \$3.00 we charged for the acreage), the balance due is \$13.00 for .13 cfs of water claimed in #6. Simply submit a check or money order for this balance by October 19, 1990. Please include a copy of this letter to expedite processing of the Notice. A copy of the receipt showing payment will be mailed to you promptly.

We are sorry for any inconvenience this may cause you.

If you have any questions or objections regarding this matter, please contact this office 525-7161 and ask for Jo Thompson.

Respectfully submitted,

Ernest Carlsen

Ernest Carlsen
Adjudication Supervisor

EC:jt

Enclosure

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09/15/89
09:54:51

STUEVE, KENNETH

ADJUDICATION FEE

0410162 9337 6490

\$53.00

\$53.00

CHECK 108

WR/NO: A25-04210

Idaho Department of Water Resources

Region: EASTERN

Signature: _____

*File fee should have been \$66.00
Claimants still owe \$13.00*

\$13.00 Paid on Receipt E015347 10-18-90 BB

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DOMESTIC WATER AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of March, 1960, by and between LEONARD FOSTER, JR., and JEAN FOSTER, his wife, parties of the first part, DEAN P. HOLVERSON and DELLA HOLVERSON, his wife, parties of the second part, and HARTWELL EXCAVATING COMPANY, an Idaho Corporation, party of the third part, all of said parties being from the County of Bonneville, State of Idaho.

WITNESSETH:

WHEREAS, Leonard Foster, Jr., and Jean Foster, his wife, parties of the first part, are the owners of a certain tract of land on which there is located a domestic well, said well being built for the purpose of providing domestic water for the parties of the first part and all of those certain tracts hereinafter described and owned by the above named parties. That certain tract owned by parties of the first part is located in the County of Bonneville, State of Idaho, and described as follows, to-wit:

Donnelly
Tract (A)

Donnelly
Beginning at a point on the Section Line 1161 feet West of the Southeast Corner of Section 32, Township 3, North, Range 38, East of the Boise Meridian; thence West along the Section Line 539 feet; thence North parallel to the East Section Line 404.0 feet; thence East 539 feet; thence South 404 feet to the point of beginning, and

WHEREAS, Dean P. Holverson and Della Holverson, husband and wife, are the owners of that certain tract of land hereinafter described, said tract owned by second parties being completely dependant upon domestic water supplied from the well located on the property first described belonging to first parties. That the above mentioned tract of land belonging to second parties, is located in the County of Bonneville, State of Idaho, and particularly described as follows, to-wit:

Tract (B)

Holverson
Beginning at a point on the Section Line 1053 feet West of the Southeast Corner of Section 32, Township 3 North, Range 38, East of the Boise Meridian; thence West along the Section Line 108 feet; thence North parallel to the East Section Line 404 feet; thence east 108 feet; thence South 404 feet to the point of beginning, and

WHEREAS, Hartwell Excavating Company, a corporation, is the owner of that certain tract of land hereinafter described, said tract owned by third party being completely dependant upon domestic water supplied from the well located on the property first described belonging to first parties. That the above mentioned tract of land belonging to third party is located in the County of Bonneville, State of Idaho, and particularly described as follows, to-wit:

Stettin
Tract (C)

Stettin
Beginning at a point on the Section Line 1538.30 feet West of the Southeast Corner of Section 32, Township 3 North, Range 38 East of the Boise Meridian; thence West along the Section Line 161.70 feet; thence North parallel with the East Line of said Section 32, 134.66 feet; thence East 161.70 feet; thence South 134.66 feet to the point of beginning containing 0.50 acres, and

WHEREAS, Hartwell Excavating Company, a corporation, is the owner of that certain tract of land hereinafter described, said tract owned by third party being completely dependant upon domestic water supplied from the well located on the property first described belonging to first parties. That the above mentioned tract of land belonging to third party is located in the County of Bonneville, State of Idaho, and particularly described as follows, to-wit:

Tract (D)

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Richards
Beginning at a point that is West 1538.30 feet along the Section Line and North 134.66 feet parallel with the East Section Line from the Southeast Corner of Section 32, Township 3 North, Range 38, East of the Boise Meridian; and running thence West 161.70 feet; thence North parallel with the East Line of said Section 32, 134.67 feet; thence East 151.70 feet; thence South 134.67 feet to the point of beginning containing 0.50 acres, and

WHEREAS, Hartwell Excavating Company, a corporation, is the owner of that certain tract of land hereinafter described, said tract owned by third party being completely dependant upon domestic water supplied from the well located on the property first described belonging to first parties. That the above mentioned tract of land belonging to third party is located in the County of Bonneville, State of Idaho, and particularly described as follows, to-wit:

State J.E.
Tract (E)

Beginning at a point that is West 1538.30 feet along the Section Line and North 269.33 feet parallel with the East Section Line from the Southeast Corner of Section 32, Township 3 North, Range 38 East of the Boise Meridian; and running thence West 161.70 feet; thence North parallel with the East line of said Section 32, 134.67 feet; thence East 161.70 feet; thence South 134.67 feet to the point of beginning containing 0.50 acres, and

WHEREAS, Hartwell Excavating Company, a corporation, is the owner of that certain tract of land hereinafter described, said tract owned by third party being completely dependant upon domestic water supplied from the well located on the property first described belonging to first parties. That the above mentioned tract of land belonging to third party is located in the County of Bonneville, State of Idaho, and particularly described as follows, to-wit:

HARRIS
Tract (F)

Beginning at a point that is West 1538.30 feet along the Section Line and North 269.33 feet parallel with the East Section Line from the Southeast Corner of Section 32, Township 3 North, Range 38, East of the Boise Meridian, and running thence East 161.70 feet; thence North parallel with the East line of said Section 32, 134.67 feet; thence West 161.70 feet; thence South 134.67 feet to the point of beginning containing 0.50 acres, and

WHEREAS, Hartwell Excavating Company, a corporation, is the owner of that certain tract of land hereinafter described, said tract owned by third party being completely dependant upon domestic water supplied from the well located on the property first described belonging to first parties. That the above mentioned tract of land belonging to third party is located in the County of Bonneville, State of Idaho, and particularly described as follows, to-wit:

Swearingen
Tract (G)

Beginning at a point that is West 1538.30 feet along the Section Line and North 134.66 feet parallel with the East Section Line from the Southeast Corner of Section 32, Township 3 North, Range 38 East of the Boise Meridian; and running thence East 161.70 feet; thence North parallel with the East line of said Section 32, 134.67 feet; thence West 161.70 feet; thence South 134.67 feet to the point of beginning containing 0.50 acres, and

WHEREAS, Hartwell Excavating Company, a corporation, is the owner of that certain tract of land hereinafter described, said tract owned by third party being completely dependant upon domestic water supplied from the well located on the property first described belonging to first parties. That the above mentioned tract of land belonging to third party is located in the County of Bonneville, State of Idaho, and particularly described as follows, to-wit:

Tract (H)

Beginning at a point on the Section Line 1376.60 feet West of the Southeast Corner of Section 32, Township 3 North, Range 38 East of the Boise Meridian; thence West

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along the Section Line 161.70 feet; thence North parallel to the East line of said section 32, 134.66 feet; thence East 161.70 feet; thence South 134.66 feet to the point of beginning containing 0.50 acres, and

WHEREAS, all of the above named property owners have agreed that each of the above described tracts will own an undivided one-eighth interest in that certain domestic well located on the property of party of the first part.

NOW, THEREFORE, IN consideration of One Dollar and other good and valuable considerations, paid by the parties of the second part and the party of the third part to the parties of the first part, the receipt of which is hereby acknowledged, and further the covenants set forth in this agreement, the parties of the first part hereby convey an undivided one-eighth interest to tract (B) of the above described property, an undivided one-eighth interest to tract (C) of the above described property, an undivided one-eighth interest to tract (D) of the above described property, an undivided one-eighth interest to tract (E) of the above described property, an undivided one-eighth interest to tract (F) of the above described property, an undivided one-eighth interest to tract (G) of the above described property, and an undivided one-eighth interest to tract (H) of the above described property, in and to that certain well and well equipment located on the property of the parties of the first part and described as follows, to-wit:

Tract (A)

Beginning at a point on the Section Line 1161 feet West of the Southeast Corner of Section 32, Township 3 North, Range 38 East of the Boise Meridian; thence West along the Section Line 539 feet; thence North parallel to the East Section Line 404.0 feet; thence East 539 feet; thence South 404 feet to the point of beginning, Bonneville County, Idaho, belonging to the party of the first part.

It is further understood and agreed by and between the parties that each of the properties described above shall have the use and the use is hereby granted, by the parties of the first part, to the water of said well and the conduits connected therewith or to be connected therewith in their present location or their locations to be determined at a later date, over the property of the parties of the first part, to become appurtenant to that certain property of the parties of the first part located in the County of Bonneville, State of Idaho, and described as follows, to-wit:

Tract (A)

Beginning at a point on the Section Line 1161 feet West of the Southeast Corner of Section 32, Township 3, North Range 38, East of the Boise Meridian; thence West along the Section Line 539 feet; thence North Parallel to the East Section Line 404.0 feet; thence East 539 feet; thence South 404 feet to the point of beginning.

It is understood and agreed by the parties hereto, that the water from said well is to be used for household purposes and stock water only, with only one set of buildings on each of the tracts mentioned in this agreement.

All expenses for repairing, redrilling, upkeep, power and all expenses to whatsoever nature used in connection with the operation of the well, will be born one-eighth by tract (A) above described, one-eighth by tract (B) above described, one-eighth by tract (C) above described, one-eighth by tract (D) above described, one-eighth by tract (E) above described, one-eighth by tract (F) above described, one-eighth by tract (G) above described, and one-eighth by tract (H) above described, and each of said parties agree to pay the same within ten days after statement rendered to the other party.

In the event any of the parties or their successors in interest, fail to pay the one-eighth chargeable against said tract, the paying parties may shut off the water if the said sums are paid.

It is agreeable that no allowance will be made for time spent by any of the owners of the above tracts in repairing the above well, unless said allowance is approved in writing by all of said owners.

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It is further agreed that the owners of the above tracts will install or maintain their own line from the well to the outlets.

Should any of the above tracts use excessive water for any purpose, said owners of the remaining tracts may demand the installation of meters, and from that time on the expenses shall be born in proportion to the amount of water used by each tract, and the cost of meters shall be proportioned one-eighth to each of the tracts, and each agree to pay its share within ten days after installation.

The owners of the above described properties shall have the right to come upon the premises of the parties of the first part for the purpose of maintaining their pipelines and to inspect and repair the well and pumping equipment, and said parties entering upon the property of the parties of the first part hereby agree to commit no waste upon said premises.

This agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the above parties have hereunto set their hands and seals the day and year in this agreement first above written.

Leonard Foster Jr.

Jean Foster

PARTIES OF THE FIRST PART

Dean P. Holverson

Della Holverson

PARTIES OF THE SECOND PART

(SEAL)

HARTWELL EXCAVATING COMPANY,

a corporation

George A. Hartwell, President.

Leonard Foster Jr., Secretary

PARTY OF THE THIRD PART

Acknowledgment as to Leonard Foster Jr., and Jean Foster, his wife, and Dean P. Holverson and Della Holverson, his wife, on March 21, 1960, before George C. Petersen, Jr., Notary Public for County of Bonneville, State of Idaho, residing at Idaho Falls, Idaho. (SEAL)

Acknowledgment as to George A. Hartwell and Leonard Foster, Jr., the President and Secretary of the corporation that executed the foregoing instrument, on March 21, 1960, before George C. Petersen, Jr., Notary Public for County of Bonneville, State of Idaho, residing at Idaho Falls, Idaho. (SEAL)

Recorded on March 23, 1960 at 2:58 P.M.
Book 21 of Miscellaneous, at page 217,
Records of Bonneville County, Idaho.

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NOV 10 1992