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Department of Water Resources

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DISTRICT COURT-SRBA
TWIN FALLS CO. IDAHO
FILED

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

In Re SRBA

Case No. 39576

) STANDARD FORM 5

) SUBCASE NO: A 86-10069
) (ONE NUMBER ONLY)

) PROPOSED ELEMENTS OF A
) WATER RIGHT

This form is used to report the proposed elements of one federal reserved water right or one water right acquired under state law. Submission of this form will not result in the automatic issuance of a partial decree. The Presiding Judge or Special Master will conduct any hearing necessary to determine whether the facts, data, expert opinions and law support the issuance of a partial decree for the water right.

The parties agree that the Snake River Basin Adjudication Court has jurisdiction of the parties and subject matter to enter a partial decree for this water right; and they have been served with sufficient process, according to the law, and have appeared, prosecuted and defended their positions with regard to this water right dispute.

Instructions For Use

A copy of this water right as recommended in the director's report shall be submitted with this form. A statement shall accompany each element of a water right.

Elements where there has been no objection should be listed exactly as they appear in the director's report. The statement as to an uncontested element shall state "as recommended in the director's report."

Contested elements that are the result of an objection filed with the court shall be accompanied by a statement fully describing all facts, documents, expert opinions and law which support the element of the water right (attach additional pages if necessary).

1. The name and address of the claimant is:

C.Y. Groszclose & Ethel Groszclose } assigned to Debra and Bob Lunberg
Route 1 Box 7 Juliaetta } Rt 1 Box 7
Required Statement: Juliaetta Id 83535

All elements as shown in director's report, except
for name change and addition of a remark as shown
in item 10.

2. The source of water is:

Spring trib to snake / as recommended in Director's Report

Required Statement:

3. The quantity of water used in cubic feet per second or the quantity of water stored in acre-feet per year is:

Required Statement:

4. The priority date is:

Required Statement:

5. The legal description of the point(s) of diversion is; if the claim is for an instream flow, then a legal description of the beginning and ending points of the claimed instream flow:

Required Statement:

6. The purpose of use is:

Required Statement:

7. The period of year when the water is to be used is:

Required Statement:

8. The legal description of the place of use or of the reservation is:

Required Statement:

9. The annual volume of consumptive use is:

Required Statement:

10. Other matters necessary to define this water right

This water right is subject to the provisions of
Warranty Deed No. 434986, and is subject to an Agreement
Regarding Issues Collateral to SRBA Water Uses dated
April 20, 2000.

These matters are necessary because:

This warranty deed establishes limitations of this
water right when used in conjunction with water use
by John and Janice Welles. The agreement settles
collateral issues. The agreement is attached as Exhibit A.

These matters do not fall within the 9 elements listed above because:

Signature and Address of Parties and their Attorney of Record (attach additional page if necessary)

I have read this form and know its contents and that the statements are true to the best of my knowledge and belief.

Name: Bob & Debra Lunberg
Address: Rt. 1 Box 7
City/State/Zip: Juliaetta Id 83535
Attorney of Record: James W. Graw Jr.

Name: John & Janice Welles
Address: Rt. 1 Box 6
City/State/Zip: Juliaetta Id 83535
Attorney of Record: William J. Fitzgerald

Bob Lunberg 4-20-00
Party's Signature Date

John & Janice Welles
Party's Signature Date

James W. Graw Jr. 4-20-00
Attorney's Signature Date

William J. Fitzgerald 4/20/00
Attorney's Signature Date

[Signature]
Court Representative (if necessary)

4/20/00
Date

Spm. SRBA
Dana R. Tuttle
S.F. 5
12/7/94 ID WR

4/20/2000
[Signature]

INSTRUCTIONS FOR MAILING

You must mail the form, including all attachments, to the Clerk of the SRBA Court and to the parties identified in the Certificate of Mailing. **FAX filings will not be accepted by the SRBA Clerk of the Court.**

You must sign the Certificate of Mailing to show that you followed these steps.

CERTIFICATE OF MAILING

I certify that on _____, 199 ____, I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P. O. Box 2707
Twin Falls, Idaho 83303-2707

2. Copies to (insert names and addresses):

Signature of person or attorney mailing the form

APR 21 2000

Lodged
DISTRICT COURT-SRBA
BLANDFORD CO. IDAHO

Agreement Regarding Issues Collateral to SRBA Water Uses

The parties agree to the resolution of the following collateral issues by stipulation and in doing so they agree that the findings and order entered in this action will be binding upon the parties in all forums and will constitute res judicata regarding these issues.

1. Each party will maintain a separate water collection, storage and pumping system. The Lunbergs will remove their pipes and hoses from the Welles' collector and will create their own water collector. Provided, however, that the Lunbergs will have a period not to exceed one (1) year from the date of the entry of the findings and conclusions in this matter to create their own water collector.

2. The parties agree that the Welles have a right to ingress and egress to the spring area and to their water collection, storage and pumping systems. The access shall occur over the access road basically as set forth in the Stone and Golding Surveys. The Welles will exercise their rights to ingress and egress only during the hours of 6:00 a.m. until 6:00 p.m., except in the cases of emergency. If an emergency should arise which requires the Welles to access the spring area or the Welles water system, the Welles will give advance notice to the Lunbergs of the emergency and the need to access the spring area or the Welles water system. The Welles agree to abide by the Lunbergs' reasonable requests for additional time limitations which may from time to time arise.

3. The Lunbergs will place a gate on the fence, which surrounds the spring area so that the parties have access to the area. The Lunbergs will move the gate at the entrance of the property from the public road inward from the road to allow for off-road parking for Welles when they come down to work on their systems.

4. Welles will put a pump and hose connection on the overflow pipe from their water storage tank which can be used on any occasion when the water flow generated by the Lunbergs collection drops below their right to household use not to exceed 700 gallons per day.

5. The Lunbergs shall not object to the Welles' use of water from the Welles' collector for a second household on the Welles' property and will raise no objection to any application for a temporary water permit from the Idaho Department of Water Resources for the second household.

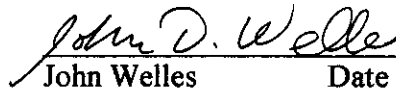
6. The Welles will install a fence around the portion of the Welles' water line which runs above ground over the Lunbergs' property. The purpose of the fence is to keep the Lunbergs' cattle from damaging the water line.

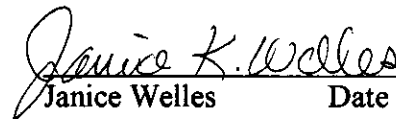
7. In the event the Welles' water system is depleted, Lunbergs agree that they will allow Welles to obtain that water from the Lunbergs water system which is in excess of Lunbergs' supply of 700 gallons per day.

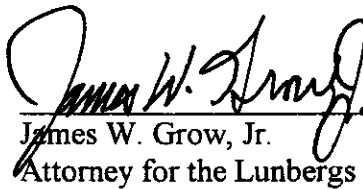
8. The parties agree to act in good faith and to amicably resolve any technical issues which arise in the course of putting this agreement into effect and in the course of the operation of their water systems. Should a dispute arise the parties agree to resolve the dispute through mediation.

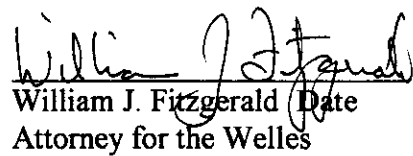
9. This agreement runs with the land and inures to the benefit of the heirs, successors and assigns of the parties.


Bob Lunberg Date

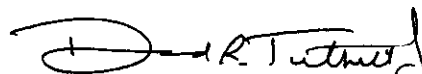
 4-20-2000
John Welles Date

 4-20-00
Janice Welles Date

 4-20-00
James W. Grow, Jr. Date
Attorney for the Lunbergs

 4/20/00
William J. Fitzgerald Date
Attorney for the Welles

 4/20/00
Thomas Cushman Date
SRBA Special Master
Acting as Mediator

 4/20/2000
David R. Tuthill, Jr. Date
Idaho Department of Water Resources

INSTRUCTIONS FOR MAILING

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You must sign the Certificate of Mailing to show that you followed these steps.

CERTIFICATE OF MAILING

I certify that on April 24, ~~199~~²⁰⁰⁰, I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

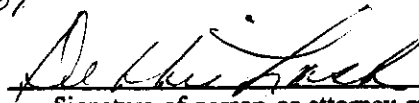
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P. O. Box 2707
Twin Falls, Idaho 83303-2707

2. Copies to (insert names and addresses):

JAMES W. GROW JR.
1301 Q Street
Lewiston, Idaho 93501

Director of IDWR
PO Box 83720
Boise, Idaho 83720-0098

William J. Fitzgerald
523 1/2 Main St Ste 207
Lewiston, Idaho 83501



Signature of person or attorney mailing the form