



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 30, 2002

OH WELL ASSN
2846 E PINEHAVEN DR
ISLAND PARK ID 83429

RE: NOTICE(S) OF CHANGE OF WATER RIGHT OWNERSHIP
NOTICE(S) OF CLAIM TO A WATER RIGHT 21-7331

Dear Mr. Damon:

The request for Change of Water Right Ownership concerning the above-referenced Notice(s) 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 listing the elements of the water right being claimed. Please review this report and contact this office if there are corrections or questions.

Respectfully yours,

A handwritten signature in cursive script that reads "Jennifer Crabtree".

Jennifer Crabtree
Technical Records Specialist

Enclosure

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 21-7331
Date Received: 3/8/1989
Receipt No: E005997
Received By:

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s)

OH WELL ASSN Phone: (208)558-7526
2846 E PINEHAVEN DR
ISLAND PARK ID USA 83429

2. Date of Priority: 06/16/1983

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
11N	42E	12	NW SW	FREMONT	

5. Description of diverting works:

WELL, PUMP, AND DELIVERY SYSTEM

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
DOMESTIC	01/01	12/31	0.06	

7. Total Quantity Appropriated is:

0.06 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

Number of homes: 7

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
11N	42E	12	NW SW	DOMESTIC	

11. Place of use in counties: FREMONT

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

13. Other Water Rights Used:

14. Remarks:

LOTS SERVED BY WELL: BLOCK 14, LOTS 27-29, NORTH PINEHAVEN BLOCK 1, LOTS 10-13, PINEHAVEN. THE WELL (#2) IS LOCATED ON THE BOUNDARY OF LOT 29, BLOCK 14, NORTH PINEHAVEN, AND LOT 13, BLOCK 1, PINEHAVEN.

15. Basis of Claim: License

\$ 25

RECEIVED

AUG 02 2002

Department of Water Resources
Eastern Region

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AUG - 9 2002

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

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
21-7331					

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SEP 25 2002
Department of Water Resources
Eastern Region

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or SURVEY MAP clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s) Pinehaven Planning Board
P.O. Box 58
4. New Owner/Claimant(s) Island Park, ID 83429
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
(G. Damon) - Oh Well Association
New Mailing Address 2846 E. Pinehaven Dr.
City, State and ZIP Code Island Park, ID. 83429
New Telephone Number (208) 558-7526
5. Date you acquired the property _____

COMMON WELL AGREEMENT

This instrument is a common well agreement and easement entered into between Noel Damon and Genevieve Damon, husband and wife of 2846 East Pinehaven Drive, Island Park, ID 83429, James and Gerry Mathias, husband and wife of 2850 East Pinehaven Drive, Island Park, ID 83429, Mary Wilding of 2848 East Pinehaven Drive, Island Park, ID 83429 and Reed and Mary Lou Hancock, husband and wife of 2843 East Pinehaven Drive, Island Park, ID 83429, all hereinafter referred to as Members. All parties hereto shall be known as the "Oh Well Association."

RECITALS

1. The Member-Custodians are the owners of certain real property located in Fremont County, Idaho, upon which is partially located a well known as Pinehaven Well No. 2, "Oh Well." Pipes from said well traverse property of the Member-Custodians, and of each of the Members, for the benefit of all the parties hereto.
2. The above described well and the water right thereto was previously owned by the Pinehaven Planning Board but was transferred to the Oh Well Association herein described, for the benefit of each of the parties hereto and the real property served thereby.
3. Water from the well is unmetered, and it is unknown the exact volume of water being utilized by any of the parties hereto. The parties reside on the property served for varying amounts of time from full time to seasonal or vacation basis.
4. At the time of entering into this agreement there are not more than 15 homes or connections utilizing the said well, and less than 25 people are regularly served 60 days or more per year by the well.
5. The parties hereto desire to confirm their agreement to share the said well, and to grant mutual easements for the well, pump and well house and all pipelines connecting such wells to the parties hereto.

TERMS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Well Property: The Pinehaven Well No. 2, Oh Well, referred to herein as the well, is located where and as it currently exists, including well house and pump and pipelines, on that property more fully described as: southern boundary of lot 29, Block 14 of North Pinehaven Subdivision, Division No. 1, Fremont County, Idaho.
2. Served Property: Those parcels of real property served by the well are more fully described as Lots 27, 28 and 29 of Block 14, North Pinehaven Subdivision, Division No. 1, and lots 11, 12 and 13 of Block 1, Pinehaven Subdivision, Division No. 1, all of Fremont County, Idaho.
3. Pipelines: Pipelines carrying water from the well to the properties served thereby, as described above, traverse the real property of all the parties hereto, where and as they currently exist.
4. Well Association. Each of the parties hereto, hereby agree to join in, and be bound by the rules of a well association, all as set out herein. This association shall be known as the Oh Well Association. Each of the parties hereto shall be a member of such association. Each lot actively served hereby by the well shall be entitled to one vote, to be voted by the owner of that lot. If more than one person owns a given lot, those owners must jointly determine how the vote for such lot shall be cast, but no percentage or partial votes shall be allowed. Each of the parties shall be binding on all the parties hereto. Membership in the well association shall be dependent on lot ownership of the properties served, described above. Membership shall transfer automatically to the new lot owner upon sale or inheritance of any of the served lots.

WELL AGREEMENT

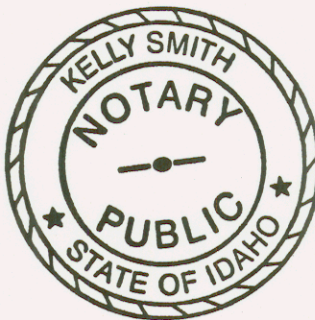
9. Assignment: This agreement shall be assignable by any of the parties hereto without the consent of the other parties, with the exception that the rights granted hereto are specifically bound to the real property served thereby and may not, for any purpose, be transferred to any other real property.
10. Volume of water, Flow and Pressure: No warranty or guarantee is made hereby to any party, and no party hereto shall be liable to any other, for the volume of water, the flow or pressure of water provided for hereunder.
11. Release/Waiver/Indemnification: Each of the parties hereby assumes full liability for and releases the other parties from, and the parties shall not be liable for, any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by the other parties, their agents, employees, customers, clients or visitors, or by any other person whatsoever, who may at any time be using the well, pump, pump house or pipelines, or be in, on, or about the same, from any cause whatsoever, including but not limited to, any accidents involving the well, pump, pump house or pipelines. Each of the parties waive any cause of action they now have or may have against the other parties, from any cause whatsoever, now existing or which may later exist, arising out of the existence and usage of the well, pump, pump house, or pipelines. Each of the parties shall indemnify the other parties against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death, or damage, including attorney fees and expenses incurred by any of the parties in the defense of any such action, both in the initial defense of the action and any appeal. Each of the parties hereby waive any and all claims against the other parties for damages to the well, pump, pump house, filter system or pipelines and for any loss, injury, death or damage to persons or property in or about the well, pump, pump house, filter system or pipelines from any cause arising at any time. This clause shall not apply to any loss, injury, death or damage arising by reason of the gross negligence or willful misconduct of any party, their agents or employees.
12. Binding effect: This instrument is binding upon parties hereto, and their successors and assigns holding any interest in the lands served hereby.
13. Member-Custodian Representation: In addition to any other duties set out herein, the Member-Custodians, as they currently exist or are later agreed upon by the parties, are hereby authorized to execute any and all documents required by any governmental agency regarding the well at issue herein, for and on behalf of all the parties hereto.
14. Recordation: This instrument shall be recorded in the public records of Fremont County, Idaho.
15. Entire Agreement: All representations and agreements made by the parties hereto relating to the subject matter of this agreement have been incorporated herein, and there are no verbal agreements between the parties that modify the terms of this agreement. Any modification of this agreement must be in a writing signed by the party against whom enforcement of the modification is sought.
16. Government Approval: When and if 15 homes or connections are made to the well, or 25 people or more are regularly served by the well for 60 days or more per year, then said well and the pipeline system shall be classified as a public water system, to be regulated according to the Department of Environmental Quality's (DEQ) "Rules for Public Drinking Water System." The DEQ shall be notified when and if the above conditions are satisfied.

Dated as set out in the notaries below.

James and Gerry Mathias, husband and wife of 2850 East Pinehaven Drive, Island Park, ID 83429

Heraldine (Gerry) K. Mathias
Gerry Mathias

Date July 2, 2002



Notary Kelly Smith

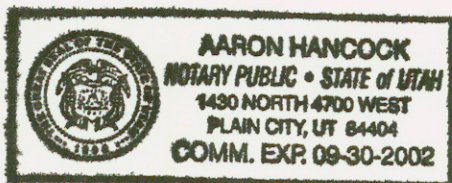
7-2-02
Date 12-27-02 exp

Reed and Mary Lou Hancock, husband and wife of 2843 East Pinhaven Drive, Island Park, ID 83429

Reed B Hancock

Date 6-13-02

Notary Aaron Hancock



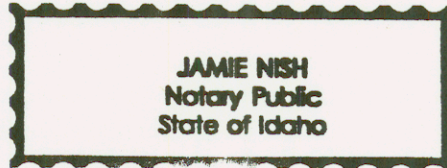
Date 6/13/02

Mary Wilding, of 2848 East Pinehaven Drive, Island Park, ID 83429

Mary L. Wilding

Date July 17, 2002

Notary Jamie Nish



Date 7/17/02

My Commission Expires 11/17/06

Noel Damon and Genevieve Damon, husband and wife of 2846 East Pinehaven Drive, Island Park, ID 83429

Noel Damon

Genevieve Damon

Date 8-2-02

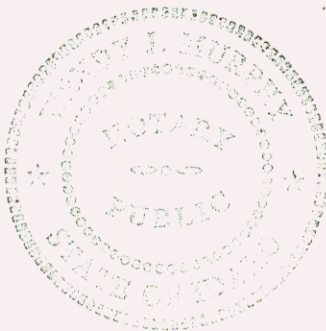
On this 2nd day of August in the year of 2002, personally appeared before me, Noel and Genevieve Damon, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed.

Notary

Wendy J. Murphy

Date

6/23/06



NOTICE OF CHANGE OF WATER RIGHTS

Attachment

Section 4. New Owner/Claimants

Genevieve Damon Trust
7125 Suntide Place
Colorado Springs, CO 80919
(719) 598-1832
(208) 558-7526

Reed B. and Mary Lou Hancock
310 S 4600 W
Ogden, UT 84404
(801) 731-1769

James and Gerry Mathias
601 W 75 S
Blackfoot, ID 83221
(208) 684-4200

Malcolm and Mary Wilding
601 Brentwood Circle
Idaho Falls, ID 83402
(208) 523-3853

Proof of Ownership:

See attached deeds.