

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 _____

Date Received: _____

Receipt No: _____

Received By: _____

RECEIVED

MAR 13 2015

NOTICE OF CLAIM TO A WATER RIGHT

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day

DEPT. OF WATER RESOURCES

1. Name of Claimant(s) Jackie and Teresa Weece Phone (208) 591-0576

Mailing Address 4210 SW Aviation Drive Mtn Home ID Zip 83,647
Street or Box City State

2. Date of Priority: (Only one per claim) 02/09/2000
Month/Day/Year (YYYY)

3. Source of water supply (Check one) Ground Water ☒ or Other ☐ (a) _____
which is tributary to (b) _____

4. Location of Point of Diversion is: Township 3S, Range 6E, Section 33,
SE 1/4 of NE 1/4, or Govt. Lot _____ BM., County of Elmore;
Parcel (PIN) no. RP 000040010170A

Additional points of diversion if any: _____

If available, GPS coordinates: _____

5. Description of diverting works (Wells, Pumps, Spring boxes, Pipelines, Etc.) including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well.

8" well with 5hp pump at depth of 550'

6. Water is claimed for the following: (limited to Domestic and/or Stockwater uses. See page 1 of the instructions.)

For Domestic purposes from 1/1 to 12/31 amount 0.04 cfs ☒ or AFY ☐

For _____ purposes from _____ to _____ amount _____

7. Total Quantity claimed 0.04 cfs ☒ or AFY ☐

8. Non-irrigation uses. Describe fully. (eg. Domestic: give number of households served if single ownership;

Stockwater and Number of livestock) domestic, 1 household

9. Location of Place of Use is: Township 3S, Range 6E, Section 33,
SE 1/4 of NE 1/4, Govt. Lot _____ BM. Parcel (PIN) no. RP 00004001016AA
If different than shown in Item 4
for (Check One) Domestic ☒ Stock ☐ Domestic and Stock ☐

Additional places of use, if any _____

10. In which county (ies) are lands listed above as place of use located? Elmore

11. Do you own the property listed above as place of use? Yes ☒ No ☐

If the answer is No, describe in Remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.

None ☒

13. Remarks:
See Attachment and Joint Well Use Agreement

14. Basis of Claim (Check One) Beneficial Use ☒ Posted Notice ☐ License ☐ Permit ☐ Decree ☐

Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number _____

15. 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 ☐ wish to receive do not ☒ and pay a small annual fee for monthly copies of the docket sheet

Number of attachments: 1

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) Jackie M. Weece Date: 3/10/2015

Teresa D. Weece Date: 3-10-2015

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am _____ of _____

Title

Organization

that I have signed the foregoing document in the space below as _____ of _____

Title

Organization

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

Signature of Authorized Agent _____ Date _____

Title and Organization _____

16. Notice of Appearance:

Notice is hereby given that I, Robert Ward, will be acting as attorney at law of behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature Robert Ward Date 3/10/15

Address Hall, Friedly & Ward 340 East 2nd North, Mountain Home, ID 83647

Last Name Weece Identification No. _____

ATTACHMENT

Requested use is for 1/2 acre of lawn and one house owned by Jackie and Teresa Weece located on the East ½ of Lot 16, Block 1, Airport Subdivision. The well is located on Lot 17, Block 1, Airport Subdivision owned by Ricky Holden and is shared pursuant to a joint well use agreement which is enclosed.

Weece

THIS AGREEMENT is entered into by and between
and Ricky C. Holden and Kimberly M. Holden, husband and wife

owners of tracts of land described as: the E1/2 of Lot 16, Block 1, Airport Subdivision

AND Loree M. Saunders

owners of tract of land described as:
The well is located in the E1/2 of Lot 17, Block 1, Airport Subdivision

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MAY 13 2014

WATER RESOURCES
SOUTHWESTERN REGION

At the present time a domestic well is located upon said tract as "Exhibit B" and it is the purpose of this agreement to provide for and the joint ownership, use and maintenance of said wells or any other wells which the parties hereto might hereafter decide to provide for joint use.

IT IS THEREFORE HEREBY AGREED between parties hereto as follows:

1. That each party hereto conveys to the other a sufficient interest so that each party shall own an interest in the wells, in the pumping equipment located therein or thereon, the well house and in the water produced by said wells, which said water shall be used for domestic purposes.
2. For the purpose of conveying water from either of said wells or any other wells hereafter provided, each party shall be solely responsible for the installation and maintenance of underground water lines from said wells to their respective property.
3. All expenses for electrical power and maintenance of the pump and motor in each wells, or for replacement of the same, shall be paid by the parties hereto in equal prorations, payable in monthly installments and within ten days from the due date for payment of such expenses. In addition each party (parties) name herein shall pay 25.00 per month to be deposited in a reserve account in such bank as the parties hereto shall select which funds shall be used for future replacement or repair of pumping equipment, and deposited in the name of the "owners of Exhibit B" and funds may be withdrawn from said fund upon checks signed by any two members of the joint venture.
4. For the purpose of installing and maintaining underground waterlines from the wells to the respective residence of each party, each party gives to the other an easement over their respective tracts, which easement shall be 10 feet wide and the centerline of said easement shall be the underground line first installed for the purpose of conveying water from said wells to the respective tract owned by each party to this agreement.
5. Water shall be used for domestic purposes only, and to irrigate any yard (with shallow well only) and each party shall use said water in an economical manner and shall not waste the same. For a charge of \$25.00 monthly)
6. Controlling interest shall stay with the owners of "Exhibit B" (wells location). Each of the parties hereto shall have an equal say in any decisions concerning the maintenance, operation, repair and replacement or additions to the well or wells, pumps, or motors, pump houses, if any, and other equipment. In the event of disagreement, the decision of the majority shall prevail.
7. If any party fails or refuses to pay their share of electrical and maintenance expenses or fails to pay the monthly charge for the reserve account or otherwise fails to comply with the terms of this agreement, then the other parties shall have the right to disconnect the nonpaying or noncomplying parties' water service, after first giving such party 30 days advance notice in writing, and the defaulting parties' connection to said water system shall not be reconnected until all delinquent payments have been made, including payment for the expense, if any, of disconnecting and reconnecting the water hookup, and reasonable attorney's fees, if any are incurred.

Central District
Health

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other equipment and to the water produced by said wells shall be appurtenant to the real property owned by each respective party and the covenants and agreements herein contained shall run with the land and shall extend to and be binding upon the heirs, personal representatives and assigns of the respective parties hereto. In the event any of the parties hereto shall hereafter sell their residence which is receiving water under the provisions of this agreement, then such parties shall have the right to assign and transfer the buyer all of their rights under this agreement, insofar as the buyer of the same shall be subject to all of the duties and obligations of the seller as set forth under the provisions of this agreement.

9. The provisions of this agreement shall be binding upon inure to the benefits of the heirs, personal representatives and assigns of each respective party hereto.

DATED THIS 10th DAY OF May 2001

Loree M. Saunders
Loree M. Saunders

Ricky C. Holden
Ricky C. Holden
Kimberly M. Holden
Kimberly M. Holden

STATE OF IDAHO

County of

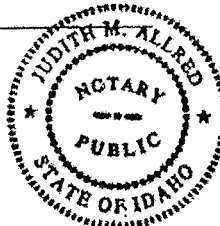
On this day personally appeared before me the undersigned, a Notary Public in and for State, personally appeared Loree M. Saunders, Ricky C. Holden and Kimberly M. Holden known or identified to me to be the person S whose name S subscribed to the within instrument, and acknowledged to me that the executed the same.

Signature: Judith M. Allred

Name: JUDITH M. ALLRED

Residing: MTN HOME

Commission Expires: 05-22-06



328478

ELMORE COUNTY, IDAHO ss
Request of

GUARANTY TITLE, INC.

Time: 4:20 P.M.

Date: May 10, 2001

GAIL WEST, Recorder

Chad M. Syc.

Fee: 6.00

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