

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: A37-10684
Date Received: 7/22/1988
Receipt No: S001053
Received By: _____

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: DORIS BRYDON TRUSTEE
Address: 145 N 18TH AVE
POCATELLO ID

208-233-4278

83201

2. Date of Priority: MAY 20, 1960

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05N	17E	10	SE	NW	SE		BLAINE

5. Description of diverting works:
WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		

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

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:
D/ 1 HOUSE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	17E	10	NW	SE		DOMEST	

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
NONE

14. Remarks:
1/14/99 TF; OWNERSHIP CHANGED WEAVER TO DORIS BRYDON TRUSTEE
PER 1409(6) AND REVOCABLE LIVING AGREEMENT OF TRUST REC'D
10/29/98.

15. Basis of Claim: BENEFICIAL USE

AJ0749NP
No. R37-10684

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 01/14/99
PAGE: 1

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=====
OWNER      NAME & ADDRESS      PRIORITY    WATER USE    USE PERIOD    DIVERSION    DIVERSION
CODE      NAME & ADDRESS      DATE        DATE        FROM TO      RATE        VOLUME
-----
C  DORIS BRYDON TRUSTEE      05/20/1960  DOMESTIC      01-01 12-31    0.04 CFS
   145 N 18TH AVE
   POCATELLO ID 83201
   (208) 233-4278
                                     TOTAL DIVERSION: 0.04 CFS
=====
```

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion:

T05N R17E S10

SENWSE

BLAINE County

Place of use Legal Description for: DOMESTIC

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      NE
    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 Lt Ac Lt Ac : Lt Ac Lt Ac Lt Ac Lt Ac :
----- : ----- : ----- : ----- :
05N 17E 10 : : : : : D :

```

POU County: BLAINE

Non-Irrigation Uses: 1 HOME

Other Rights: NONE

Conditions of Approval:

- N11 - THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
- DETERMINATION OF HISTORICAL BENEFICIAL USE.
- N13 - THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
- GALLONS PER DAY.

Remarks: EXP NO PARCEL NUMBER

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

RECEIVED
OCT 29 1998
Department of Water Resources
Southern Region

ORIGINAL

1. Water Right No(s): 37-08372
Adjudication Claim No(s): A37-10684
2. The following REQUIRED information must be submitted with this form:
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant Carl Weaver & Florence Weaver
398 Pierce, Twin Falls, ID. 83301
4. New Owner/Claimant(s) Doris Brydon Trustee
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address 145 N. 18th Avenue
City, State and ZIP Code Pocatello, ID. 83201
New Telephone Number (208) 233-4278
5. Date you acquired the property 26 June 1990
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres you irrigate 3 Number and type of stock 0
Diversion rate in CFS 0.09 Number of homes 1 Other uses 0
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner or Claimant(s) Doris Ann Brydon Trustee
(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.)
8. For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims..

REVOCABLE LIVING AGREEMENT OF TRUST

WHEREAS, We, CARL WEAVER and FLORENCE WEAVER, the Entrustors have certain property hereinafter described; and

FURTHERMORE, DORIS ANN BRYDON, has agreed to act as Trustee for us, the Entrustors, in the disposal of our property in accordance with our wishes.

THEREFORE, in consideration of our love and affection for our beneficiaries, we hereby enter into this Trust Agreement with DORIS ANN BRYDON as Trustee.

IT IS AGREED that all of our property of any kind, both real and personal, will be transferred to DORIS ANN BRYDON to be held as Trustee, and that such real property consists of the following:

LOT 7, BARLOW SUBDIVISION, IN HES NO. 124, SECTIONS 10 AND 15, TOWNSHIP 5 N., RANGE 17 E., BOISE MERIDIAN, BLAINE COUNTY, IDAHO, ACCORDING TO THE OFFICIAL MAP OF BARLOW SUBDIVISION, DATED MARCH 14, 1955.

Including all furnishings we possess, and any and all subsequent furniture we may add to said furniture and any and all real or personal property that we may accrue, but not in any way restricting the right of the Entrustors to sell or dispose of real or personal property. Said personal property includes all checking and savings accounts, money certificates, or anything of value.

IT IS FURTHER AGREED that the name of said Trustee will be placed upon all said accounts as the joint holder thereof.

IT IS UNDERSTOOD AND AGREED that all personal property has been conveyed and physically delivered to the Trustee as mentioned above. It is further acknowledged and agreed that said personal property has been re-delivered to the Entrustors to hold for the Trustee until the demise of the Entrustor or Entrustors, and upon that event, said personal property shall be returned to the Trustee so as to carry out this Agreement of Trust.

IT IS FURTHER AGREED that in the event that any of our beneficiaries should predecease us, his/her share or interest in

the property should go to his/her surviving children in equal shares, if not otherwise directed.

IT IS FURTHER AGREED that upon the request of then Entrustors or the survivor thereof, all of said property, real and personal, will be transferred back to the Entrustors or the surviving Entrustor.

IT IS FURTHER AGREED that the real property and personal property listed above shall go to DORIS ANN BRYDON (upon the death of both Entrustors), and if she cannot take the property, it shall then go to her respective heirs as indicated above.

IT IS FURTHER AGREED that by further handwritten or typed instructions, the Entrustors or the survivor thereof may designate real or personal property to go to certain named beneficiaries if it is so desired. Then instruction will be dated and signed by the Entrustors or either of them and acknowledged before a Notary Public and the same will become a part of this Agreement. It is understood that the Trustee hold only the titles to said property. Further, they will not obligate said property or use it to secure any obligations. The purpose of the Agreement is that the Trustee hold the titles to said property only to carry out this Agreement and for no other purpose.

IT IS FURTHER AGREED that the Entrustors may designate a new Trustee as they may so desire and the present Trustees will convey said property to the new Trustee or Trustees. In the event the Trustee should predecease the Entrustors, then the Entrustor or the surviving Entrustor may designate a new Trustee with all the rights and obligations of the deceased Trustee and in accordance with this Agreement. The same may be accomplished by recording this Agreement of Trust, if not previously recorded, with an Affidavit regarding the death of the deceased Trustee and appointment of a new Trustee. The newly appointed Trustee will serve in the same manner with all the rights and obligations of the deceased Trustee.

In the event the Entrustors or the surviving Entrustor

AGREEMENT OF TRUST - PAGE 2

desires a new Trustee or Trustees, a notice shall be recorded setting forth that fact, and thereafter the Trustee will be without authority to act as such, except to reconvey the subject of the Trust to the Entrustor or Entrustors.

IT IS FURTHER AGREED that upon the demise of the surviving Entrustor, that the Trustee shall within fifteen (15) days thereof file an Affidavit as to that fact with the recorder of the County in which this Agreement has been filed along with an attached Death Certificate or the equivalent thereof. Within ten (10) days thereof, the terms of this Agreement shall be carried out by the Trustee.

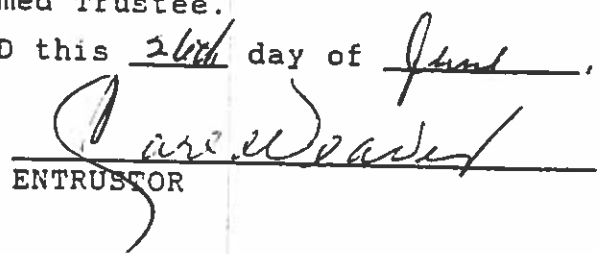
That the above Affidavit shall contain a description of the real property, if any, involved in this Agreement.

The American Land Title Company, Inc. of Idaho will issue title insurance on any real property affected or transferred by reason of this Agreement of Trust, all costs thereof will be paid by the Trustee or Trustees. The compensation of the Trustee will be stated by a separate instruction of the Entrustors if any.

IT IS FURTHER AGREED in the event that there is any inheritance tax, either State or Federal, the same at first shall be paid by the Trustee from the cash on hand of this Trust, and the full amount set forth herein shall be delivered to said beneficiaries. If the Trustee does not have sufficient funds at hand, the taxes will be paid by the beneficiaries.

During the life of the Trust all other taxes shall be paid by the Entrustors. Tax notices on real property shall be directed to the Entrustors by placing the address of the Entrustors on the Deed conveying the title to the property to the Trustee. This Agreement of Trust shall be recorded prior to the transfer of any property to the named Trustee.

IT IS SO UNDERSTOOD AND AGREED this 26th day of June, 1990.


ENTRUSTOR

Florence Weaver
ENTRUSTOR

Doris Ann Brydon
TRUSTEE

STATE OF IDAHO)
 : ss.
County of Bannock)

On this 26th day of June, 1990, before me a Notary Public in and for said State, personally appeared CARL WEAVER and FLORENCE WEAVER, known to me to be the persons whose names are subscribed to the within instrument as Entrustors and acknowledged to me that they executed the same as such Entrustors.

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

Lawrence Anderson
Notary Public for Idaho
Residing at: Locust Hills, Idaho
Commission Expires: 4 June 1992

STATE OF)
 : ss.
County of)

On this 27th day of June, 1990, before me, a Notary Public in and for said State, personally appeared DORIS ANN BRYDON, known to me to be the person whose name is subscribed to the within instrument as Trustee and acknowledged to me that he executed the same as such Trustee.

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

Lawrence Anderson
Notary Public for said State
Residing at: Locust Hills, Idaho
Commission Expires: 4 June 1992

AMENDMENT TO REVOCABLE LIVING AGREEMENT OF TRUST

Carl Weaver and Florence Weaver ("Entrustors")

and

Doris Ann Brydon as Trustee ("Trustee")

entered into a Revocable Living Agreement of Trust on June 26, 1990. Entrustors and Trustee do, by this document, amend the aforementioned Revocable Living Agreement of Trust and from this date, said Trust shall be administered according to the terms and conditions of this amended agreement.

ARTICLE 1. TRUST ESTATE.

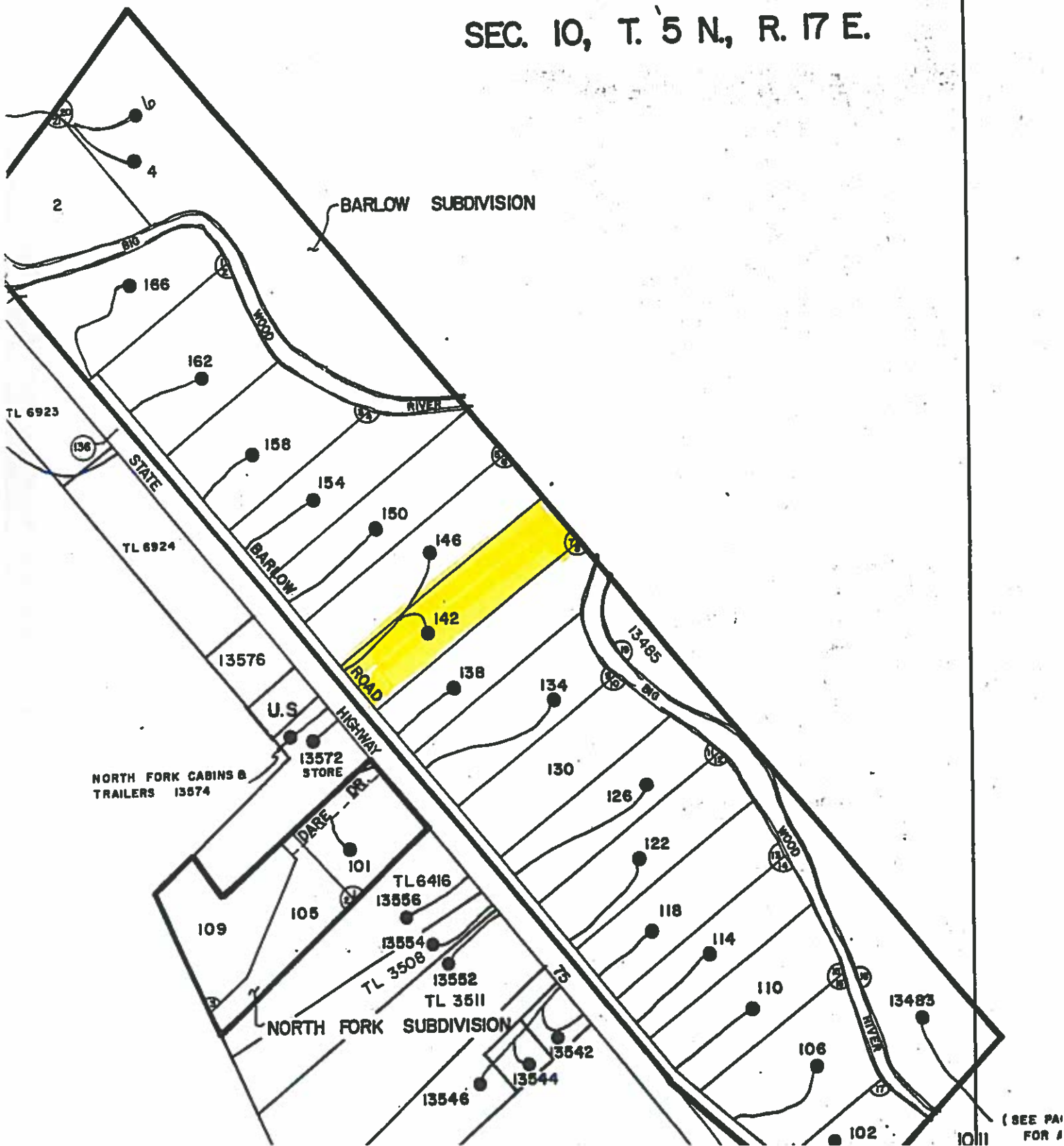
1.1 The Trust Estate shall consist of certain real property previously deeded to the Trust and described as follows:

Lot 7, Barlow Subdivision, in HES No. 124, Section 10 and 15, Township 5 N., Range 17 E., Boise Meridian, Blaine County, Idaho, according to the official map of Barlow Subdivision, dated March 14, 1955.

The Trust Estate shall further include all furnishings of Entrustors, as well as, any and all other property, real or personal, that Entrustors shall, from time to time, add to the Trust.

1.2 Revocability. This Trust Agreement may be amended or revoked by Entrustors at any time, provided, however, that upon the death of the first Entrustor to die, the Trust designated as "Trust B" below may not thereafter be amended.

SEC. 10, T. 5 N., R. 17 E.



AJ5856NP

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

DATE: OCT-24-1997

PAGE: A-372

RIGHT NUMBER: 37-10684

NAME & ADDRESS: CARL C WEAVER
FLORENCE WEAVER
398 PIERCE
TWIN FALLS ID 83301

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 05/20/1960

POINT OF DIVERSION: T05N R17E S10 SENWSE Within BLAINE County

PURPOSE AND

PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	DOMESTIC 1 HOME	01-01 12-31	0.04 CFS

PLACE OF USE: DOMESTIC Within BLAINE County
T05N R17E S10 NWSE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A
DETERMINATION OF HISTORICAL BENEFICIAL USE.

EXPLANATORY MATERIAL: BASIS OF CLAIM - BENEFICIAL USE

NO PARCEL NUMBER
none found

Claim proofread by: Uro
Date: 1104

D-25-8

COMMUNICATION DOCUMENTATION

IDWR Employee/Agent Georgia Satterlee

DATE

March 18, 1999 11:43am

CUSTOMER

Brydon, Doris & Bill

SUBJECT: 37-08372, -10684

phone call (x) walk-in (.)

The Basin 37 D/S decrees were issued. Bill wanted to know why he got the domestic well but not the irrigation well. I called him back and explained the D/S claims-vs-Irrigation claims, or as in this case, the field examination field report was sent to Boise in December 1998 for licensing. I referred them to Shelley Keen for some kind of time frame regarding the issuance of the license.

E. NARRATIVE/REMARKS/COMMENTS

FROM: Georgia Satterlee
DATE: 18 December 1998
RE: 37-08372

On 26 October 1998, I met with Bill Brydon to perform the field examination for the above permit number. The permit is for irrigation from groundwater. In addition to the permit, there is a domestic claim, A37-10684. Each right has its own well.

The property is in a trust, with Doris Ann Brydon as the trustee. Please see enclosed documents.

Both wells are located in the NWNWSE $\frac{1}{4}$ of Section 10, T05N, R17E. Also known as Lot 7 of the Barlow Subdivision, H.E.S. 124. Also known as 142 Barlow Rd. The irrigation well was located by GPS and tagged with A0007840. The domestic well is 50 feet east, at the north-east corner of the Brydon home. Because the wells are so close, I did not duplicate the location process.

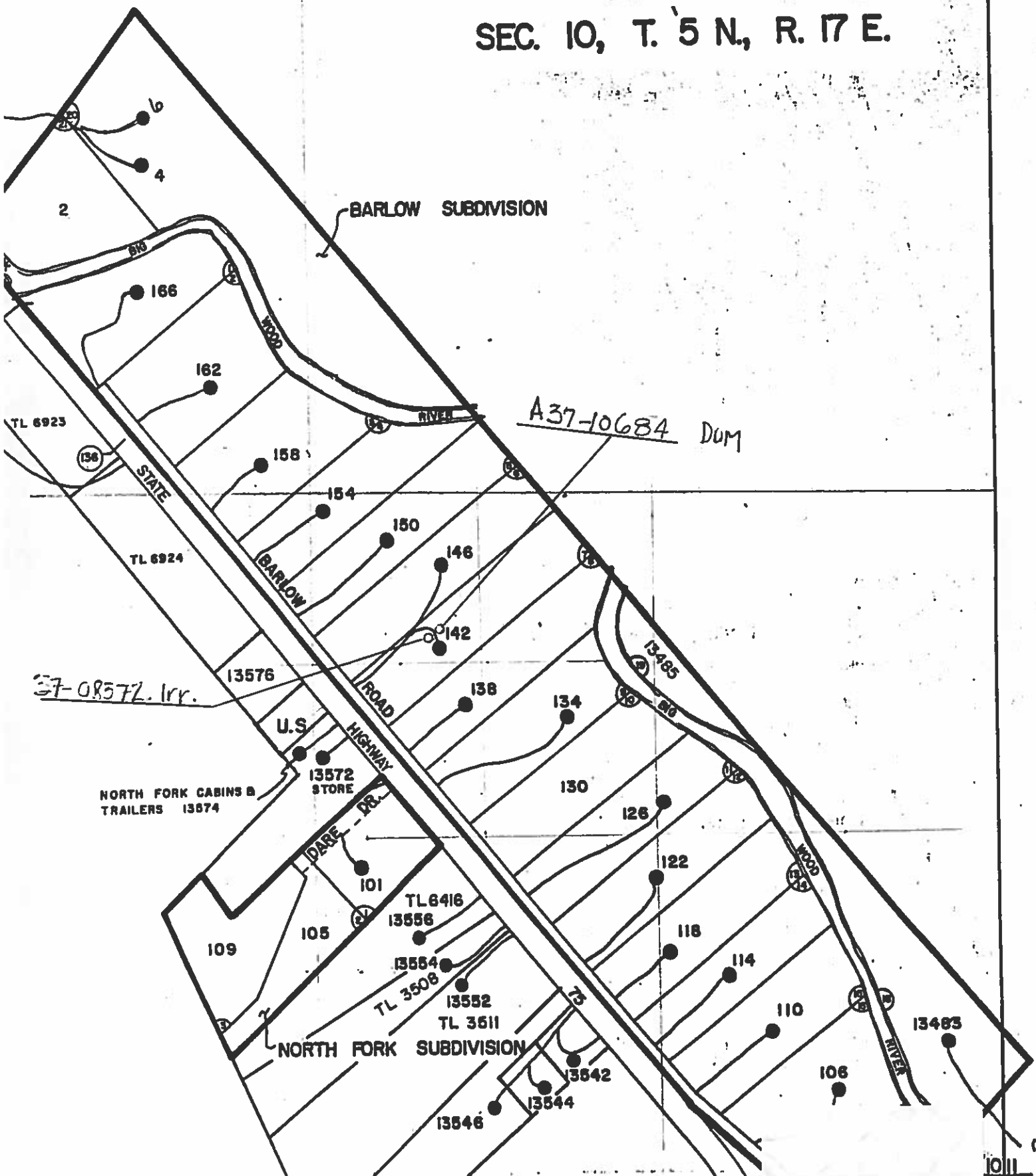
The irrigated acres are located in the NWSE $\frac{1}{4}$ of Section 10, T05N, R17E. See aerial photography with the acres delineated.

The house and the driveway are excepted out, which leaves approximately 3 acres. According to Mr. Brydon, the area has been watered, perhaps not as consistently in some areas, as they would like, but the lot has had water on it.

As mentioned above, the Beneficial Use claim, A37-10684, is used in connection with domestic, in-house only. I recommend the permit to be licensed for 3 acres of irrigation, with a rate of the capacity of irrigation well.

PLEASE SEE BACK OF BENEFICIAL USE FIELD REPORT FOR RATES AND VOLUMES.

SEC. 10, T. 5 N., R. 17 E.





← Dom Well

PHOTO
LOOKING
W'ly

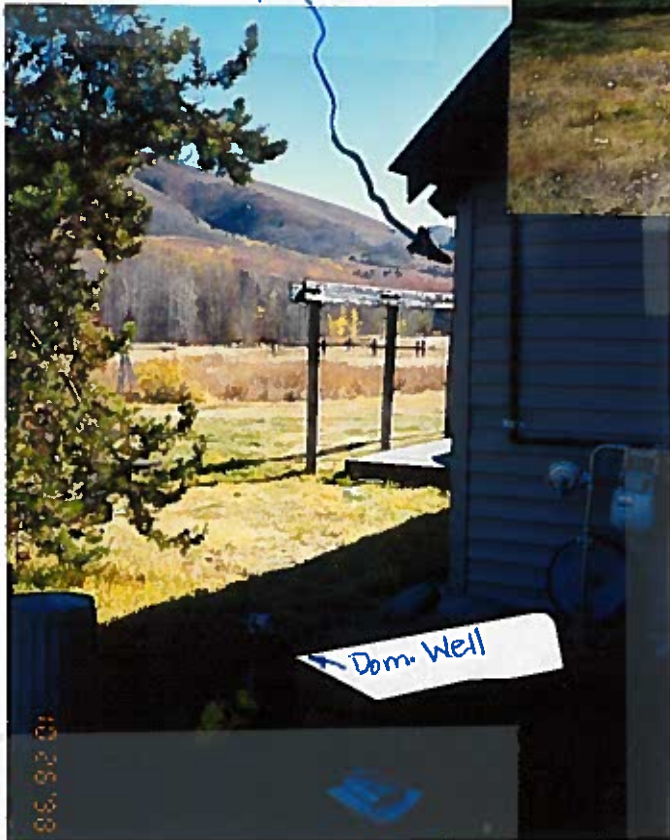
Rear of Brydon's Lot 7
Home



PHOTO LOOKING N'LY

10/28/98

NE Cor of Brydon Home



← Dom. Well

Irr. Well

Dom Well

○ — 50' — ○

└───┬───┘ Brydon Home

GPS Tag on Irr. well only GPSA0007840

4-7-

26 Oct 98 1100 hrs Examiner: Gatterlee, G.

Brydon, Doris Trustee

A37-10684, 37-08372
Doml. IRR.

GROUNDWATER MEASUREMENT REQUIREMENT ANALYSIS

FILE: 37-08372
DATE: 26 OCT 98
BY: SATTERLEE

THEORETICAL RATE OF FLOW: $Q = \frac{(8.8) \times (H.P.) \times (EFF.)}{TDH}$

- Q = CFS
- H.P. = Total Brake Horsepower of pumping plant (including booster)
- EFF. = Pumping plant efficiency (ASSUME 70% OR 0.70)
- TDH = total dynamic head = [(LIFT) + (PSI X 2.31)]
- LIFT = depth to water in FEET from land surface to pumping water level
- PSI = pumping pressure measured in psi near pump (if open discharge assume zero [0])

$$Q = \frac{(8.8) \left(\frac{1.0 \text{ HP}}{15} \right) (0.70)}{\left(\frac{55}{15} \right) + (55 \times 2.31)} = \frac{6.2}{142.0} = 0.04 \text{ cfs}$$

LIFT FROM:
* measurement (✓)
owner ()
area estimate ()
well logs (✓)
Booster (Y) (N)

PSI FROM:
measurement ()
owner (✓)
estimate ()
owner gage ()

NOTES ON PUMP: #281108470
Motor Make, Serial or ID
FRANKLIN ELECTRIC
Pump Make, Serial or ID, rating
Goulds Submersible 1 HP

REMARKS
* MARK @ WALKER GAVE PUMP INFO TO ME 10 DEC 1998

THEORETICAL RATE OF FLOW: $Q = \frac{(8.8) \times (H.P.) \times (EFF.)}{TDH}$ A37-10684

- Q = CFS
- H.P. = Total Brake Horsepower of pumping plant (including booster)
- EFF. = Pumping plant efficiency (ASSUME 70% OR 0.70)
- TDH = total dynamic head = [(LIFT) + (PSI X 2.31)]
- LIFT = depth to water in FEET from land surface to pumping water level
- PSI = pumping pressure measured in psi near pump (if open discharge assume zero [0])

$$Q = \frac{(8.8) \left(\frac{0.5 \text{ HP}}{15} \right) (0.70)}{\left(\frac{55}{15} \right) + (55 \times 2.31)} = \frac{3.1}{142.0} = 0.02 \text{ cfs}$$

LIFT FROM:
* measurement (✓)
owner ()
area estimate ()
well logs (✓)
Booster (Y) (N)

PSI FROM:
measurement ()
owner (✓)
estimate ()
owner gage ()

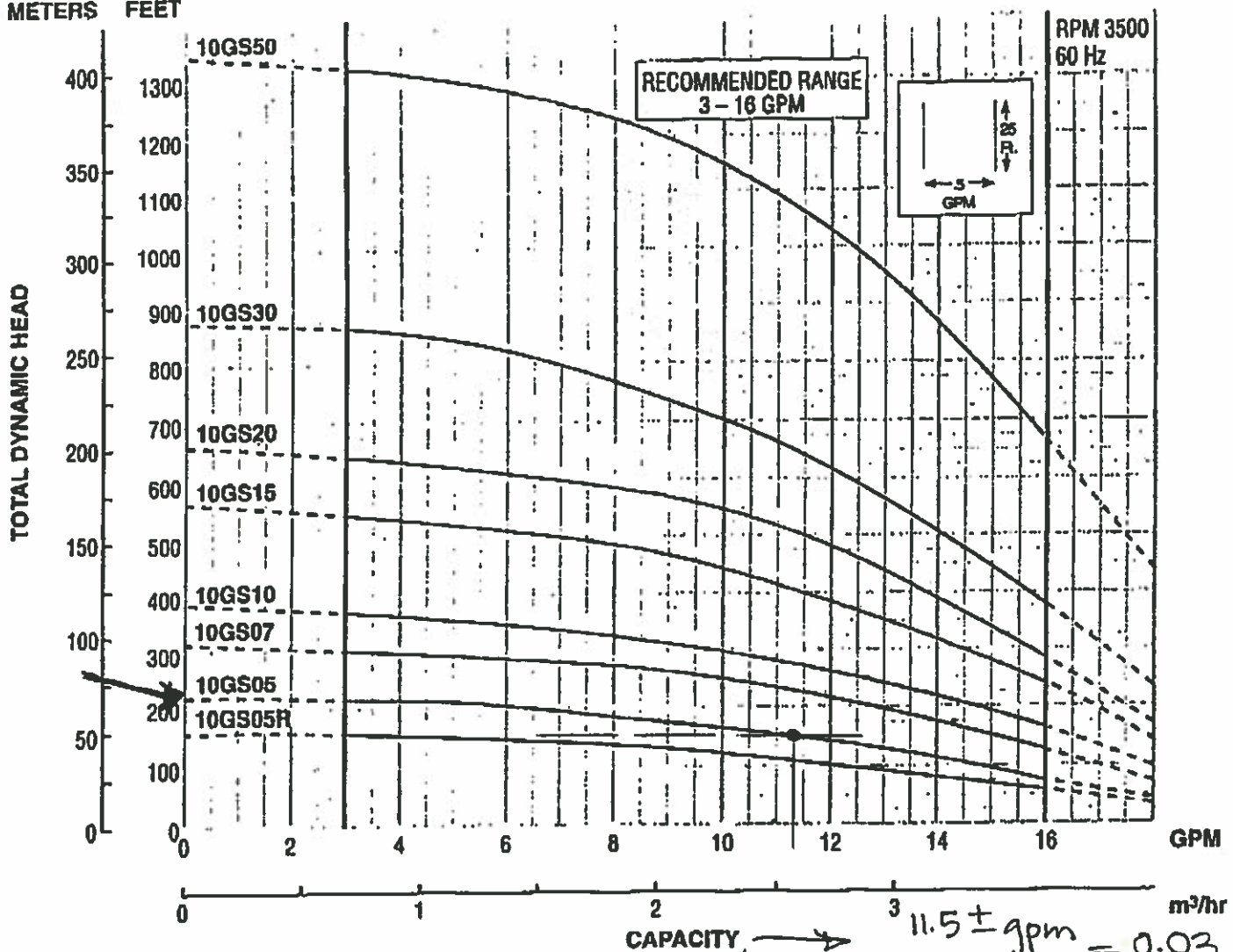
NOTES ON PUMP:
Motor Make, Serial or ID
MOTOR SERIAL #13-3024
Pump Make, Serial or ID, rating
PUMP SER #X065206

REMARKS * MARK @ WALKER GAVE PUMP INFO TO ME 10 DEC 1998

Model 10GS

GOULDS PUMPS
ITT Industries

METERS FEET

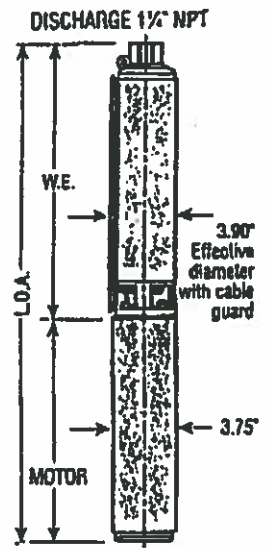


Weaver Domestic installed in an Existing Well

DIMENSIONS AND WEIGHTS

Well Depth 90' Static Waterlevel 15'

Model	HP	Phase	Stages	Length (Inches)			Weight (lbs.)		
				W.E.Ⓢ	Motor	L.O.A.Ⓢ	W.E.	Motor	Total
10GS05412R221121Ⓢ	1/4Ⓢ	1	5	9.6	9.5	19.1	6	18	24
10GS05412,22,11,21	1/4	1	7	11.0	9.5	20.5	7	18	25
10GS07412,22	1/2	1	10	13.0	10.7	23.7	8	20	28
10GS10412,22	1	1	12	14.4	11.8	26.2	9	23	32
10GS15412	1 1/2	1	17	17.9	13.6	31.5	11	28	39
10GS15422	1 1/2	1	17	17.9	15.1	33.0	11	31	42
10GS15432	1 1/2	3	17	17.9	11.8	29.7	11	23	34
10GS20412	2	1	20	20.0	15.1	35.1	12	30	42
10GS20432,34	2	3	20	20.0	13.6	33.6	12	28	40
10GS30412	3	1	27	26.0	23.5	49.5	15	52	67
10GS30432,34	3	3	27	26.0	20.6	46.6	15	43	58
10GS50142	5	1	42	36.3	29.5	65.8	20	69	89
10GS50432,34	5	3	42	36.3	23.6	59.9	20	53	73



Ⓢ Reduced stage 1/4 HP pump/water end for low head applications. This model replaces the 1/4 HP water end.

Ⓢ W.E. = water end or pump without motor.

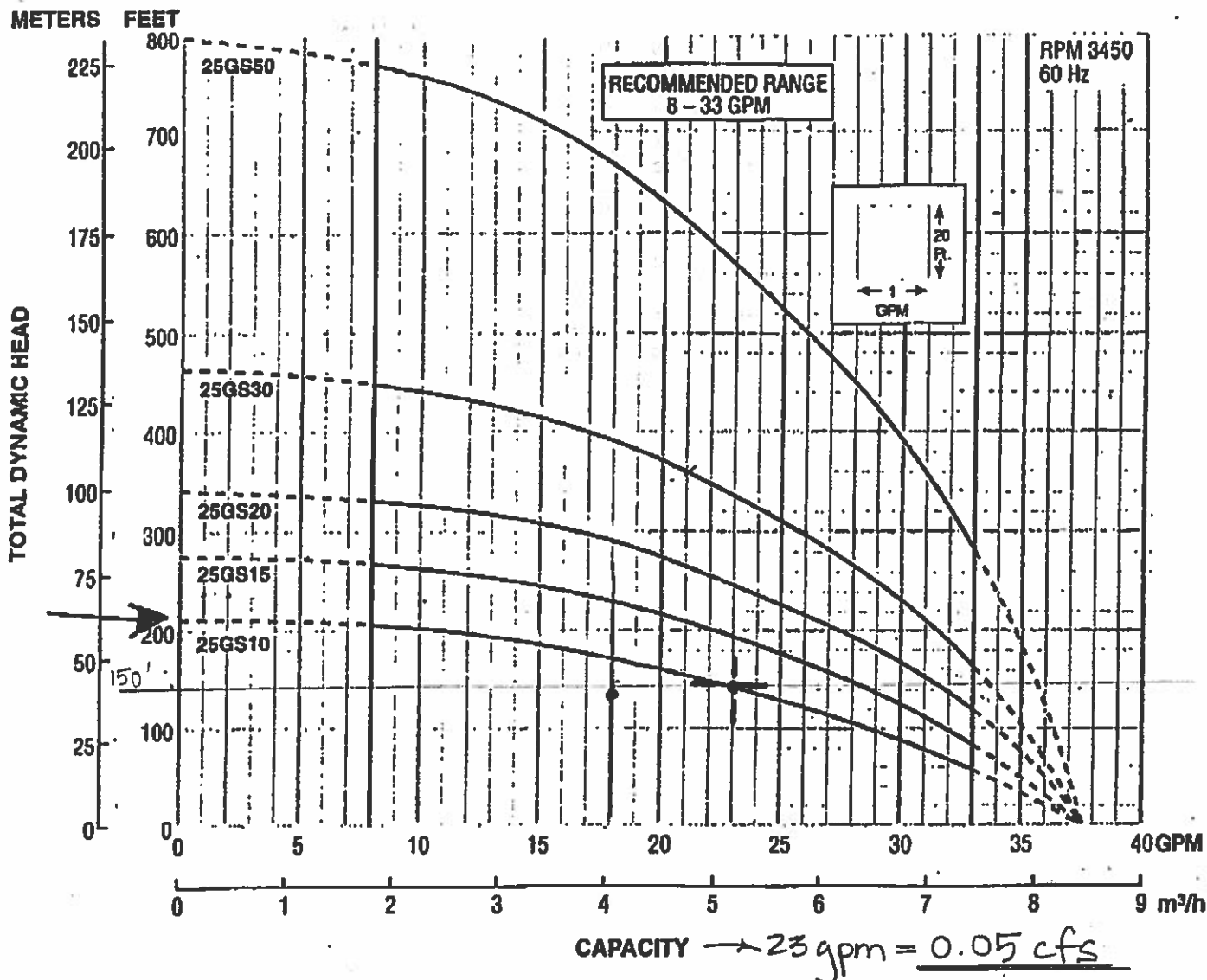
Ⓢ L.O.A. = length of assembly - complete pump - water end and motor.

A37-10684

Model 25GS

Weaver

GOULDS PUMPS
ITT Industries



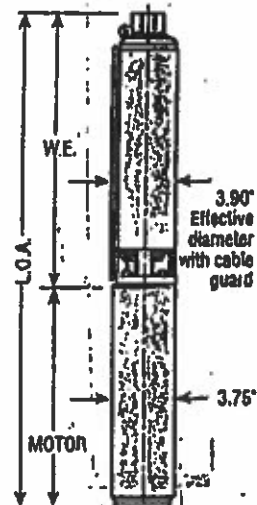
DIMENSIONS AND WEIGHTS

Model	HP	Phase	Stages	Length (Inches)			Weight (lbs.)		
				W.E.⊙	Motor	L.O.A.⊙	W.E.	Motor	Total
25GS10412,22	1	1	7	12.7	11.8	24.5	7	23	30
25GS15412	1½	1	9	14.6	13.6	28.2	8	28	36
25GS15422	1½	1	9	14.6	15.1	29.7	8	31	39
25GS15432,34	1½	3	9	14.6	11.8	26.4	8	23	31
25GS20412	2	1	11	16.5	15.1	31.6	9	30	39
25GS20432,34	2	3	11	16.5	13.6	30.1	9	28	37
25GS30412	3	1	15	20.2	23.5	43.7	11	62	63
25GS30432,34	3	3	15	20.2	20.6	40.8	11	43	54
25GS50412	5	1	26	30.9	29.5	60.4	17	69	86
25GS50432,34	6	3	26	30.9	23.6	54.5	17	53	70

⊙ W.E. = water end or pump without motor.

⊙ L.O.A. = length of assembly - complete pump - water end and motor.

DISCHARGE 1½" NPT



Irrig Well 62' Deep Soil 19' 8"

Set on 53' 8 1/4" pipe

Well Permit # 37-89-S-107

37-08372

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: A37-10684
Date Received: 7/22/1988
Receipt No: S001053
Received By: SEC

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

1. Name: CARL C. WEAVER 208-733-1124
Address: 398 PIERCE
TWIN FALLS, ID 83301

OR
Name: FLORENCE WEAVER 208-733-1124
Address: 398 PIERCE
TWIN FALLS, ID 83301

2. Date of Priority: MAY 20, 1960

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
05N	17E	10	SE	NW	SE		BLAINE

5. Description of diverting works:
WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/ 1 HOUSE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	17E	10	NW	SE		DOMEST	

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

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: 1

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):

Carl Weater

Date:

8/9/88

Date:

State of Idaho)

County of Twin Falls)

SS.

Subscribed and sworn (or affirmed) before me this 9th day

of August 19 88

Roxanne Storey
Notary Public

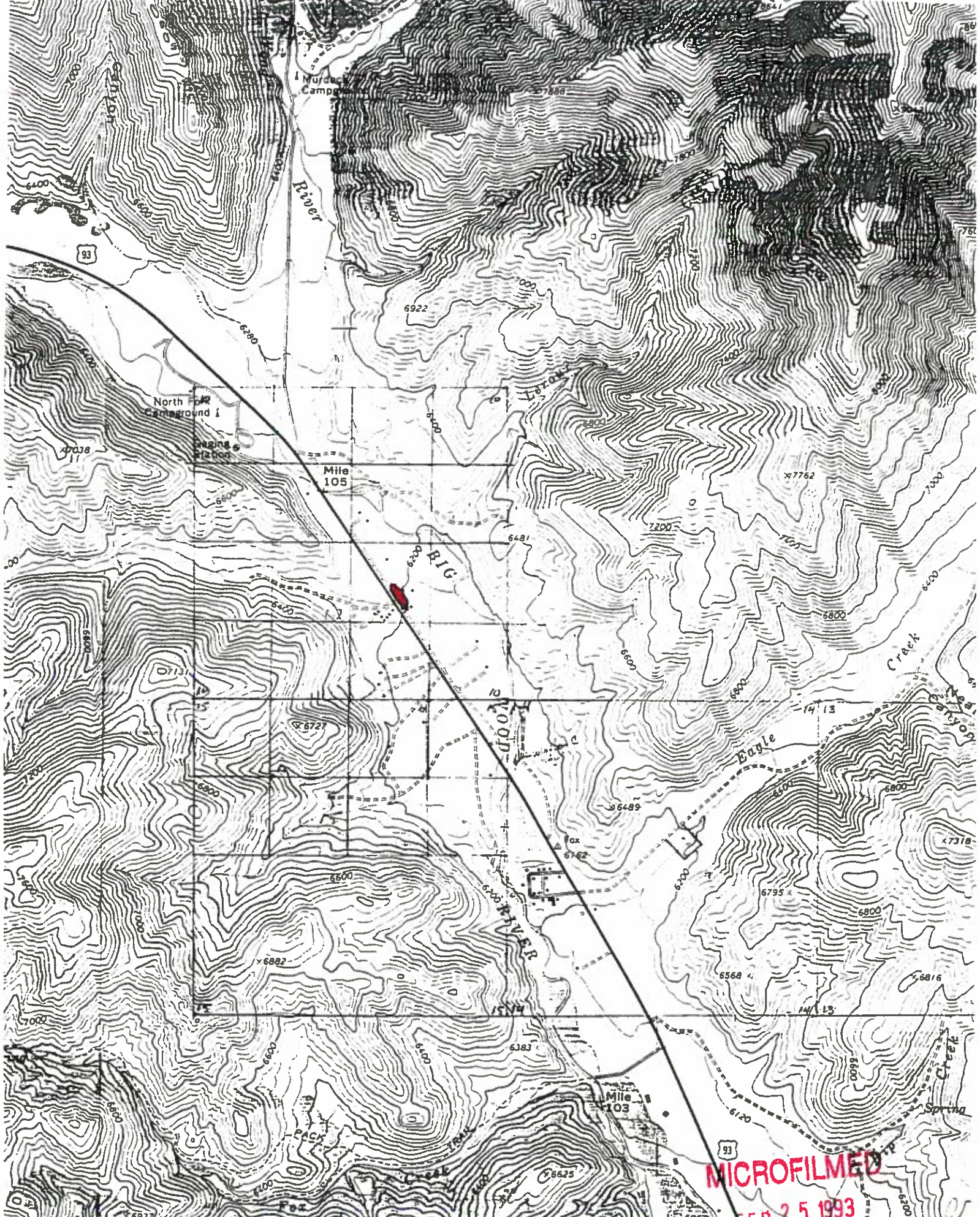
Seal

Residing at

Buhl, Id

My Commission Expires

6-30-94



MICROFILMED

ED 25 1993

A37-10684

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: A37-10684
Date Received: 7/22/1988
Receipt No: S001053
Received By: SCC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: CARL C. WEAVER 208-733-1124
Address: 398 PIERCE
TWIN FALLS, ID 83301

OR

Name: FLORENCE WEAVER 208-733-1124
Address: 398 PIERCE
TWIN FALLS, ID 83301

2. Date of Priority: MAY 20, 1960

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
05N	17E	10	SE	SW	NE		BLAINE

5. Description of diverting works:
WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/ 1 HOUSE

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
05N	17E	10	SW	NE		DOMEST	

11. Place of use in counties: BLAINE

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

13. Other Water Rights Used:
NONE

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

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): *Gar Weader* Date: 7/22/88

Date: _____

State of Idaho)
County of Twin Falls) SS.

Subscribed and sworn (or affirmed) before me this 22nd day

of July 19 88

Mary G. Baldwin
Notary Public

Seal

Residing at *Gooding Rd*

My Commission Expires 10/16/1992

