

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: **A63-30961**
Date Received: 6/15/1998
Receipt No: W624021
Received By: MTS

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

1. Name: BRIAN K WILBUR 208-465-4722
Address: 4108 PINTAIL LANE
NAMPA ID 83686

AND/OR

Name: DELLANE M WILBUR 208-465-4722
Address: 4108 PINTAIL LANE
NAMPA ID 83686

2. Date of Priority: JUN 1, 1993

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
02N	02W	9	NE	NE	NW		CANYON

5. Description of diverting works:
8" WELL TO ONE HOME AND YARD

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		1.20

7. Total Quantity Appropriated is:
0.040 C.F.S. (and/or) 1.20 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
ONE HOME

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02N	02W	9	NE	NW		DOMEST	

11. Place of use in counties: CANYON

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): Baird L. With Date: 6-15-98

Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 15th day
of June 19 98 Melvin T Schulte
Notary Public

Seal

Residing at Bosse, Idaho
My Commission Expires 7-24-2001

WELL USER'S AGREEMENT

This agreement made and entered into this 19th day of August, 1993, by and between BRIAN K. WILBUR AND DELLANE M. WILBUR, HUSBAND AND WIFE, party of the first part and HARMON H. JOHNSON AND ELIZABETH L. JOHNSON, HUSBAND AND WIFE, party of the second part hereinafter refereed to as the "users";

WITNESSETH:

WHEREAS, party of the first part owns a parcel of real estate described as:

As per attached exhibit "A" (Parcel D-4)

WHEREAS, part of the second part owns a parcel of real estate described as:

As per attached exhibit "B" (Parcel D-3)

WHEREAS, there is a water well that does exist along the common boundary of the above described real property, and the users hereto do hereby desire to set in writing their agreement in connection with the said well and the water rights thereunder.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed as follows:

1. Parties of the first part and parties of the second part, hereby grant and convey an easement to each other over, across, under and throughout the above described property for purposed of ingress, egress and access to that certain drilled water well located upon the described easement so that the said well, may be maintained by the users.

2. That they do each own an equal and undivided interest in and to the said well and in and to the water and water rights emitting therefrom. No user may install more than one pumping system into the well, and it is understood and agreed that each user is to maintain its own system of pumping the water from the said well and each user does own their own pumping system. However, the pumping system is to be designed in such a manner that each user may maintain an independent pumping system in the said well. Each user is to have its separate source of electrical energy for the said pump and each user is to pay his own cost therefore.

3. Maintenance costs incurred in the maintenance of the well itself are to be equally divided between the users hereto, but each user is to maintain his own pumping system and maintain any and all water distribution systems.

Continued:

4. In the event that the water supply of one user is hereinafter interrupted for the purposes of maintenance or repair of the water system of the other user, no liability shall accrue except where no prior notice is given of such interruption of where such interruption persists for a period of 24 hours or more.

5. Each user herein does agree that the said well is for domestic purposes and neither party is to use the well in such a manner that it will impair the rights of the other user to one-half of the available and existing water.

6. That the rights and obligations herein set forth shall run with the lands herein described and shall pass without expressly mentioning them to the grantees or purchasers, or to the original purchasers hereafter sold to and all persons, firms or corporations accepting title to or rights in said property described in this instrument.

7. That no person, firm or corporation owning lands outside of the tracts herein described shall be entitled to use water from said water well located on the property described in Paragraph of the First hereof.

8. That this agreement, when recorded, shall be notice to the world of the rights and obligations of the person, firms, or corporations acquiring title or interest in the land described in the above paragraphs hereof and all such persons, firms, or corporations shall be bound by the terms of this agreement.

9. In the event that any landowner or tenant of any landowner, shall fail to pay this prorated share of the costs of upkeep and maintenance of said water system heretofore referred to and located in the land described in Paragraph the First, hereof, the other user may file an affidavit of cost thereof, after ten (10) days written notice to the nonpaying user, and the prorated costs thereof shall be a lien on the land of the nonpaying user, foreclosable in the manner provided for in Labor Lien in State of Idaho, in the office of the County Auditor of Canyon County, Idaho, but no liability or lien shall attach until the filing of such Affidavit of cost, as herein provided. In addition to the usual cost of foreclosure, that defaulting party shall pay the cost of a title search for suit purposes and reasonable attorney's fee.

10. This agreement shall inure to the benefit of and be binding upon the heirs, devisee, successors, and assigns of the parties to this agreement.

11. Each of the parties hereto does hereby agree to

Continued:

execute all and any instruments necessary to carry out the intent of the Agreement.

IN WITNESS WHEREOF we have placed our hand and seals on this 19th day of August, 1993.

PARTY OF THE FIRST PART

BY: Brian K. Wilbur
BRIAN K. WILBUR

BY: Dellane M. Wilbur
DELLANE M. WILBUR

PARTY OF THE SECOND PART

BY: _____
HARMON H. JOHNSON

BY: _____
ELIZABETH L. JOHNSON



Project: 10544
March 19, 1993

EXHIBIT "B"

J-U-B ENGINEERS, Inc.
ENGINEERS • SURVEYORS • PLANNERS

212 Tenth Avenue South
Nampa, ID 83651

208/467-5252
FAX: 208/467-6631

DESCRIPTION FOR
CHERRY LANE CONSTRUCTION
PARCEL D-3

IN THE NE 1/4 OF THE NW 1/4, SECTION 9, T.2N., R.2W., B.M.,
CANYON COUNTY, IDAHO

A portion of the NE 1/4 of the NW 1/4 of Section 9, T.2N., R.2W., B.M.,
Canyon County, Idaho more particularly described as follows:

Commencing at the S.W. corner of the NE 1/4 of the NW 1/4 of Section 9,
T.2N., R.2W., B.M., Canyon County, Idaho, and Running N.00°08'40" E. 628.58 feet
along the Westerly boundary of said NE 1/4 of the NW 1/4 of Section 9 to a point;

thence S.89°58'09" E. 662.68 feet along a line parallel with and 33.00 feet
Southerly from the Northerly boundary of the SW 1/4 of the NE 1/4 of the NW 1/4
of said Section 9 to an iron pin on the Easterly boundary thereof;

thence S.00°08'50" W. 231.46 feet along the said Easterly boundary of the
SW 1/4 of the NE 1/4 of the NW 1/4 of Section 9 to an iron pin; said point being
the TRUE POINT OF BEGINNING;

thence continuing S. 0°08'50" W. 106.74 feet along said Easterly boundary
of the SW 1/4 of the NE 1/4 of the NW 1/4, Section 9 to an iron pin;

thence N.89°58'09" W. 309.34 feet along a line parallel with and 353.20 feet
Southerly from the said Northerly boundary of the SW 1/4 of the NE 1/4 of the NW
1/4 of Section 9 to an iron pin;

thence N.00°08'40" E. 106.74 feet along a line parallel with the said
Westerly boundary of the NE 1/4 of the NW 1/4 of Section 9 to an iron pin;

thence S.89°58'09" E. 309.35 feet along a line parallel with and 246.46 feet
Southerly from the said Northerly boundary of the SW 1/4 of the NE 1/4 of the NW
1/4, Section 9 to the point of beginning.

Containing 0.758 acres, more or less.

SUBJECT TO: Existing rights-of-way and easements of record and/or appearing
on said above described parcel.

Prepared by:

J-U-B ENGINEERS, Inc.

REGISTERED LAND
SURVEYOR
STATE OF IDAHO
DENNIS KIRK, P.L.S.

DAK:de



Project: 10544
March 19, 1993

EXHIBIT "A"

J-U-B ENGINEERS, Inc.
ENGINEERS • SURVEYORS • PLANNERS

212 Tenth Avenue South
Nampa, ID 83651

208/467-5252
FAX: 208/467-6631

DESCRIPTION FOR
CHERRY LANE CONSTRUCTION
PARCEL D-4

IN THE NE 1/4 OF THE NW 1/4, SECTION 9, T.2N., R.2W., B.M.,
CANYON COUNTY, IDAHO

A portion of the NE 1/4 of the NW 1/4 of Section 9, T.2N., R.2W., B.M.,
Canyon County, Idaho more particularly described as follows:

Commencing at the S.W. corner of the NE 1/4 of the NW 1/4 of Section 9,
T.2N., R.2W., B.M., Canyon County, Idaho, and Running N.00°08'40" E. 628.58 feet
along the Westerly boundary of said NE 1/4 of the NW 1/4 of Section 9 to a point;

thence S.89°58'09" E. 662.68 feet along a line parallel with and 33.00 feet
Southerly from the Northerly boundary of the SW 1/4 of the NE 1/4 of the NW 1/4
of said Section 9 to an iron pin on the Easterly boundary thereof;

thence S.00°08'50" W. 320.20 feet along the said Easterly boundary of the
SW 1/4 of the NE 1/4 of the NW 1/4 of Section 9 to an iron pin, said point being
the TRUE POINT OF BEGINNING;

thence continuing S.0°08'50" W. 111.15 feet along said Easterly boundary of
the SW 1/4 of the NE 1/4 of the NW 1/4, Section 9 to an iron pin;

thence N.89°59'50" W. 323.34 feet along a line parallel with and 196.91 feet
Northerly from the Southerly boundary of the said NE 1/4 of the NW 1/4 of Section
9 to an iron pin marking a point of curve;

thence Northeasterly 122.69 feet along a curve to the left having a radius
of 48.00 feet, tangents of 159.25 feet, a deflection angle of 146°27'08" and
whose long chord bears N.16°55'06" E. 91.92 feet to an iron pin marking a point
of reverse curve;

thence Northwesterly 27.59 feet along a curve to the right having a radius
of 28.00 feet, tangents of 15.03 feet, a deflection angle of 56°27'08" and whose
long cord bears N.28°04'54" W. 26.49 feet to an iron pin marking a point of
tangent;

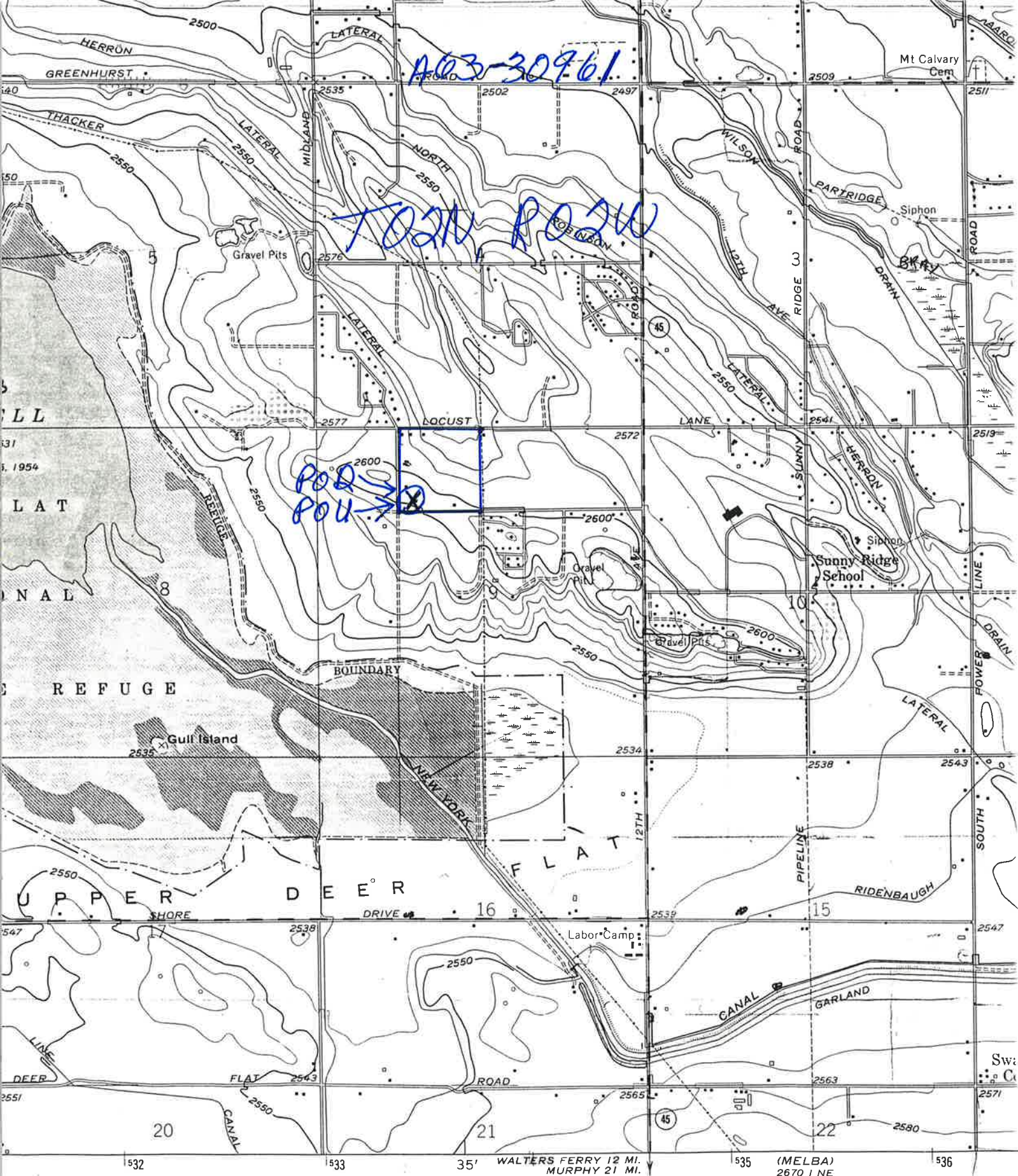
thence S.89°58'09" E. 309.34 feet along a line parallel with the said
Northerly boundary of the SW 1/4 of the NE 1/4 of the NW 1/4 of Section 9 to the
point of beginning;

NA#2C

WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

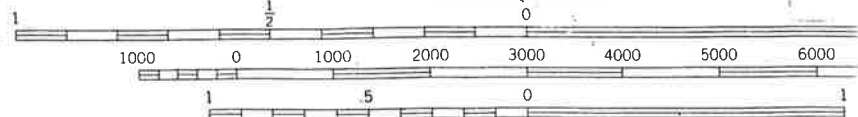
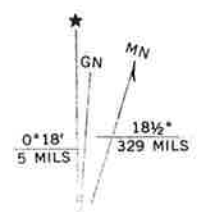
[illegible]



by the Geological Survey

ns by photogrammetric methods
Aerial photographs taken 1954

h American datum
coordinate system, west zone
Mercator grid ticks,



CONTOUR INTERVAL 10 FEET
DOTTED LINES REPRESENT 5-FOOT CONTOURS
DATUM IS MEAN SEA LEVEL

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WESTERN REGIONAL OFFICE
2735 AIRPORT WAY
BOISE, IDAHO 83705

ADDRESS SERVICE
REQUESTED

FIRST CLASS



UNITED STATES POSTAGE
02 1A \$ 00.4
0004389393 FEB 02
MAILED FROM ZIP CODE 8

 **ATTEMPTED,
NOT KNOWN**

ANK

BRIAN K WILBUR

DELLANE M WILBUR
4108 PINTAIL LN
NAMPA ID 83686

63-30961

*Please
Forward*

RECEIVED

FEB 09 2007

WATER RESOURCES
WESTERN REGION

08/22/2006

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-30961

NAME AND ADDRESS: DELLANE M WILBUR
4108 PINTAIL LN
NAMPA ID 83686

BRIAN K WILBUR
4108 PINTAIL LN
NAMPA ID 83686

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.040 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 06/01/1993

POINT OF DIVERSION:

T02N R02W S9 NENW Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.040 CFS
Domestic use is for 1 home.		

PLACE OF USE: DOMESTIC Within CANYON County

T02N R02W S09 NENW

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

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

JAMES E. RISCH
Governor

KARL J. DREHER
Director

August 23, 2006

TIMMY COX
TERRY COX
4108 PINTAIL LN
NAMPA ID 83686

RE: NOTICE OF CLAIM NO(S): A63-30961

Dear Mr. & Mrs. Cox:

We are currently preparing the Notice(s) of Claim referenced above for the Director's Report in the Snake River Basin Adjudication. Our research indicates there may have been a change in the ownership for the above claim(s). IDWR records currently show the following name and address as the owner of the claim(s) listed above:

**BRIAN WILBUR
DELLANE WILBUR
4108 PINTAIL LN
NAMPA ID 83686**

If our current records, as listed above, are not correct please complete the enclosed Change in Ownership form, as appropriate, to correct our records.

If no response is received from you, all further legal notices concerning the claim(s) will be sent to the name and address shown above. If you have claims other than those referenced here, please contact the Department so we may assist you in updating the information for all your claims. Should you have any questions, or feel that you need assistance, please contact IDWR at (208) 334-2190.

Sincerely,

Lori Harris
Technical Records Specialist 1
Adjudication Section
Western Region

LH:1
Enclosures

REAL PROPERTY INQUIRY

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+++++
01 6R29350-011-A-0 208-00 N SCH131+ 12 38,250 .74
+++++
32 12,400
COX TIMMY L + 34 162,900
COX TERRY A H/W +
+
+
+
4108 PINTAIL LN +
NAMPA ID 83686 +
+++++
09-2N-2W NW + TOTAL 213,550
TX 20-B-1 IN NENW +++++
+ SURVEY 9306870 INST 9825303
+ DRAIN DR VALUE APPR WLK
+ CLASS +3 REAP 00 MAN 99 UNIT 1
4108 PINTAIL LN, NA + PARCEL 6R02N02W092859 H/O Y C/B N
+ PRIOR ACCOUNT 5R29350-011-A-0
+ 02 MH on Property NO
+ 03 Traits 04 Companion Sheet

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MODE:F ACTION: TRAITS INQUIRY TRQK318

ACCOUNT NUMBER R29350011A0 UNIT 001 TOTAL UNITS 1

SITE 4108 PINTAIL LN NA SEC/TWN/RNG 09-2N-2W

ASSESSED VALUE 213,550 ACREAGE .00

SUB/PARK NAME YEAR/MAKE

CLASS +3 OWNER / OCCUPIED HOUSE CLASS '+3' SPACE LOT BLOCK

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YR BUILT 1993 AIR COND CENTRAL AIR CARPORT
STORY 2 STORY HEATING GAS FA CARPORT SQ FT
FIRST SQ FT 1282 EXTERIOR HARDBOARD DECK/PATIO? Y
SECOND SQ FT 748 ROOF COMP POOL?
BEDS 4 BSMT SQ FT SPA?
BATHS 3.00 % BSMT FIN LOT SIZE
FRPLC 1 GARAGE A3 NEIGHBORHOOD 0
GARAGE SQ FT 748

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COMMENTS MOBILE HOME ONLY
WIDTH/LENGTH
EXPANDO
REAL ACCOUNT

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MODE:F ACTION: COMPANION SHEET INQUIRY TRQK361

01 ACCOUNT: 6R29350-011-A-0 AREA 208-00 DRAIN VALUE CLASS +3 H/O Y

SEC 09 TWN 2N RNG 2W QTR NW CITY/SUB BLK LOT 2859

OWNERSHIP MUST BE 'C' FOR CURRENT OR 'P' FOR PREVIOUS

OWNERSHIP C

OWNERSHIP P

COX, TIMMY L

WILBUR, BRIAN K & DELLANE M H/

& COX, TERRY A H/W

MAILING ADDRESS

LEGALS

4108 PINTAIL LN
NAMPA ID 83686

09-2N-2W NW
TX 20B1 IN NENW

SITE ADDRESS

4108 PINTAIL LN NA

COMMENTS

REMARKS

PRIOR ACCOUNT 5R29350011A0
PARCEL 02N02W092859 SRVY 9306870
INSTR 9825303 ACRES .74
SPLIT YR DOCUMENT WD
DATE DONE 07/16/1998 INITIALS JN

9320140 JOHNSON TO CHERRY LN CONST
9321338(9320363,9320141) CHERRY LN
9825303

02 Ownership Tract Record