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DEPARTMENT OF
WATER RESOURCES

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

Claim ID: 63-39828

Date Received: _____

Receipt No: _____

Claim Fee: _____ By: _____

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

Please type or print clearly

- Name of claimant(s) Linda and/or James C. Murray Phone (208) 870-3132
Mailing address 2595 S Blackcat Rd Meridian ID Zip 83642
Street or Box City State
Email address (optional) blackcatranch99@gmail.com
- Date of priority: (Only one per claim) JUNE 15 / 1976 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)
- Source of water supply (Check one) Ground Water (☒ or Other () (a) _____
which is tributary to (b) _____
- Location of point of diversion is: Township 3 North, Range 1 West, Section 21,
_____ 1/4 of _____ 1/4, or Govt. Lot _____ BM, County of _____;
Parcel no. _____
Additional points of diversion, if any: _____
If available, GPS coordinates: _____
- 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.
Water is provided via a submersible pump, into a pressurized air tank and underground pipe to residence and barn
- Water is claimed for the following: (limited to domestic and/or stockwater uses - see page 1 of the instructions)
For domestic purposes from JAN 1 to Dec 31 amount .04 cfs (☒ or AFY ()
For stock purposes from JAN 1 to Dec 31 amount .02
- Total quantity claimed .06 cfs (☒ or AFY ()
- Non-irrigation uses. Describe fully. (Domestic: give number of homes; Stockwater: list number and kind)
1 home 12 head horses 13 head cattle

9. Location of place of use is: Township 3 North, Range 1 West, Section 21,
NE 1/4 of SE 1/4, Govt. Lot _____ BM, Parcel no. Country Villa Estates Subdivision lot 13
If different than shown in Item 4
for (check one) Domestic () Stock () Domestic and Stock (X)

Additional places of use, if any _____

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

11. Do you own the property listed above as place of use? Yes (X) 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.
_____ or None (X)

13. Remarks (include an explanation of the priority date selected):
It is the date of the Water Well Agreement and when this house was built

14. Basis of claim (check one) Beneficial Use (X) 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 () do not (X) wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: two (2)

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) Linda Murray Date: 12/5/19

Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am, and that I have signed the foregoing document in the space below as the

Agent's title (Please print) _____ of _____
Name of organization (Please print)

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

Signature of Authorized Agent _____ Date _____

Printed Name of Authorized Agent _____

16. Notice of Appearance:

Notice is hereby given that I, (please print) _____, will be acting as attorney at law of behalf on 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 _____ Date _____

Address _____

Name of claimant(s) _____ Claim ID _____



7623546

WATER WELL AGREEMENT

THIS AGREEMENT, dated this 15 day of June, 1976,
by and between TIMOTHY J. HOGLAND and WINIFRED HOGLAND, husband
and wife, hereinafter referred to as "First Parties," and
LEE RAY JONES and MARY LEE JONES, husband and wife, herein-
after referred to as "Second Parties."

WITNESSETH:

WHEREAS, First Parties are the owners of the following
described real property situate in Ada County, Idaho:

A parcel of land situated in the Northeast quarter
of the Southeast quarter of Section 21, Township 3
North, Range 1 West of the Boise Meridian, Ada County,
Idaho, described as follows:

Beginning at the East quarter section corner of Section 21,
aforesaid, thence North 89°34' West, 1,151.90 feet, thence
South 4°56' West, 440.37 feet, thence North 80°19' East,
1,192.20 feet; thence North along the sec. on line 506.62
feet to the Point of Beginning.

and

WHEREAS, Second Parties are purchasing a parcel of
land adjacent thereto on which is located a residence, said
land being more particularly described as follows:

A tract of land lying within the NE 1/4 of the SE 1/4 of
Section 21, T.3N., R.1W., Ada County, Idaho, being
more particularly described as follows:

Commencing at the 1/4 section corner common to Sections
21 and 22, T.3N., R.1W., thence South 506.62 feet
along the section line between said Sections 21 and 22,
which is also along the center line of Black Kat Road, to
a point which is the Real Point of Beginning, thence
continuing South 409.62 feet along the same line to a
point; thence North 43°12'W., 1,282.89 feet to a point;
thence S86°17'00"W., 1,151.20 feet, which is also along the
boundary line of the adjacent property to the South, to
the Real Point of Beginning, comprising 3.5806 acres.

RESERVING a strip of land 25 feet in width along the
easterly boundary of the above described tract of land,
which is reserved for public road right of way for said
Black Kat Road.

CLEMONS, COSHO, HUMPHREY & SAMUELSEN
COUNSELLORS AND ATTORNEYS AT LAW
1110 BANK OF IOWA BUILDING
BOISE, IDAHO 83702

1 and

2 WHEREAS, said residence is presently supplied with
3 domestic water from a water well located on the real property
4 owned by First Parties.

5 NOW, THEREFORE, It is agreed as follows:

6 1. First Parties covenant and agree to continue to
7 supply and convey to Second Parties by that certain water
8 well and component parts all necessary domestic water for use
9 by Second Parties.

10 2. Second Parties covenant and agree to pay to First
11 Parties for such use the sum of THREE AND 50/100THS DOLLARS
12 (\$3.50) per month for so long as Second Parties desire to use
13 said water.

14 3. First Parties will be under an obligation to
15 supply said water only so long as Second Parties pay the agreed
16 monthly sum.

17 4. In the event said well or component parts need
18 repairs, maintenance or other service to be put into condition
19 to continue to supply sufficient water for both parties' uses,
20 Second Parties hereby agree that the cost of all repairs and
21 maintenance will be shared equally, each party paying one-half
22 (1/2) to keep said well in working order. In the event that
23 Parties decide not to so repair, maintain or so use said well
24 or component parts within a reasonable time, then, and in that
25 event, Second Parties will be granted access to the well
26 access to said well and pay for the repair. If the cost of the
27 the same, First Parties hereby agree that the cost of said
28 repairs will be as follows:

29 5. First Parties covenant and agree to continue to supply
30 and convey to Second Parties by that certain water well and
31 component parts all necessary domestic water for use by
32 Second Parties for so long as Second Parties desire to use
33 said water.

CLEMONS, COSHO, HUMPHREY & SAMUELSEN
COUNSELLORS AND ATTORNEYS AT LAW

CLAYTONS, COUCH, HUMPHREY & SAMUELSEN
COUNSELLORS AND ATTORNEYS AT LAW
THE BANK OF IDAHO BUILDING
BOISE, IDAHO 83702

6. This agreement shall apply to and bind the heirs,
executors, administrators, successors and assigns of the
respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed
this agreement the date first above written.

FIRST PARTIES:

Timothy J. Hogland
Timothy J. Hogland

Winifred Hogland
Winifred Hogland

SECOND PARTIES:

Lee Ray Jones
Lee Ray Jones

Mary Lee Jones
Mary Lee Jones

CLEMONS, COSHO, WINTHROP & EMMERSON
CONSULTANTS AND ATTORNEYS AT LAW
1110 BANK OF IDAHO BUILDING
BOISE, IDAHO 83702

STATE OF IDAHO

County of Ada

ss.

On this 15 day of June, 1926
before me, the undersigned, a Notary Public in and for said state,
personally appeared TIMOTHY J. HOGLAND and WINIFRED HOGLAND, known
to me to be the persons whose names are subscribed to the within
instrument, and acknowledged to me that they executed the same.

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

[Signature]
Notary Public for Idaho
Residence: Boise, Idaho

STATE OF IDAHO

County of Ada

ss.

On this 15 day of June, 1926
before me, the undersigned, a Notary Public in and for said state,
personally appeared LEE RAY JONES and MARY LEE JONES, known to
me to be the persons whose names are subscribed to the within
instrument, and acknowledged to me that they executed the same.

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

[Signature]
Notary Public for Idaho
Residence: Boise, Idaho

STATE OF IDAHO, COUNTY OF ADA ss.
I, John E. Clark, Register for Ada County, do hereby certify
that the Annexed is a true and correct copy of
Inst. No. 34
as it appears on record in Ada County, State of Idaho.
IN WITNESS WHEREOF, I have set my hand and affixed my
official seal this 18th day of August, 1926
[Signature]
John E. Clark, Register

7623546

WATER WELL AGREEMENT

THIS AGREEMENT, dated this 15 day of June, 1976, by and between TIMOTHY J. HOGLAND and WINIFRED HOGLAND, husband and wife, hereinafter referred to as "First Parties," and LEE RAY JONES and MARY LEE JONES, husband and wife, hereinafter referred to as "Second Parties."

WITNESSETH:

WHEREAS, First Parties are the owners of the following described real property situated in Ada County, Idaho:

A parcel of land situated in the Northeast quarter of the Southeast quarter of Section 21, Township 3 North, Range 1 West of the Boise Meridian, Ada County, Idaho, described as follows:

Beginning at the East quarter section corner of Section 21, aforesaid, thence North $89^{\circ}34'$ West, 1,151.90 feet; thence South $4^{\circ}56'$ West, 440.37 feet; thence South $86^{\circ}19'$ East, 1,192.20 feet; thence North along the section line 506.62 feet to the Point of Beginning.

and

WHEREAS, Second Parties are purchasing a parcel of land adjacent thereto on which is located a residence, said land being more particularly described as follow:

A tract of land lying within the NE $1/4$ of the SE $1/4$ of Section 21, T. 3N., R. 1W., B.M., Ada County, Idaho, being more particularly described as follows:

Commencing at the $1/4$ Section Corner common to Sections 21 and 22, T. 3N., R. 1W., B.M., thence South 506.62 feet along the section line between said Sections 21 and 22, which is also along the center line of Black Kat Road, to a point which is the Real Point of Beginning; thence continuing South 408.66 feet along the same line to a point; thence $N67^{\circ}48'42''$ W, 1,284.89 feet to a point; thence $S 86^{\circ}19'00''$ E, 1,192.20 feet, which is also along the boundary line of the adjacent property to the North, to the Real Point of Beginning, comprising 5.580658 acres.

Excepting a strip of land 33 feet in width along the Easterly boundary of the above described tract of land, which is reserved for public road right of way for said Black Kat Road.

and

WEREAS, said residence is presently supplied with domestic water from a water well located on the real property owned by First Parties.

NOW, THEREFORE, It is agreed as follows:

1. First Parties covenant and agree to continue to supply and convey to Second Parties by that certain water well and component parts all necessary domestic water for use by Second Parties.
2. Second Parties covenant and agree to pay to First Parties for such use the sum of THREE AND 50/100THS DOLLARS (\$ 3.50) per month for so long as Second Parties desire to use said well.
3. First parties will be under an obligation to supply said water only so long as Second Parties pay the agreed monthly sum.
4. In the event said well or component parts need repairs, maintenance or other service to be put into condition to continue to supply sufficient water for both parties' use, Second Parties hereby agree that the cost of all repairs and maintenance will be shared equally, each party paying one-half (1 / 2) to keep said well in working order. In the event First Parties decide not to so repair, maintain or service said well or component parts within a reasonable time, then, and in that event, Second Parties are herein granted an easement to have access to said well and may order the repair thereof and pay the same. First Parties hereby agree that the costs of said repairs will be shared equally.
5. First Parties agree to allow Second Parties to assign this Water Well Agreement, however, said assignment shall be in writing and a copy thereof furnished to First Parties herein.

WATER WELL AGREEMENT, p. 2

6. This agreement shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHERE OF, the parties hereto have executed this agreement the date first above written.

FIRST PARTIES:

Timothy J. Hogland

Winifred Hogland

SECOND PARTIES:

Lee Ray Jones

Mary Lee Jones

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