

MEMORANDUM

TO: File

FROM: Steve Lester 

DATE: May 21, 2014

RE: Permit 61-7751

This permit is limited to 2 duplexes based on the protest withdrawal and permit approval in 1999. The permit apparently was intended to cover a well and uses on Lot 17, Block 1, Airport Subdivision, permit owner Holden's property.

Holden and Saunders executed a "Joint Well Use & Maintenance Agreement" in 2001. The agreement covers the well for water uses on **E ½ Lot 17 (Holden) and E ½ Lot 16 (Saunders)**. The agreement provides equal ownership of the well, its associated infrastructure and use of water from the well. Use is limited to the land described in the agreement. This agreement apparently remains appurtenant to the land described in the agreement and binding on successive property owners.

Holden filed proof of beneficial use for this permit in 2004. The department is preparing to license this for Holden's 2 duplexes in Lot 17. He was advised to seek a new water right for his other current uses in W ½ Lot 16. Those uses are from the same well as above. Holden filed an application for permit (no # yet) in that regard on 5/13/2014, copy attached. The application references the agreement and included a copy of the agreement, but the application is not consistent with the agreement.

Home on E ½ of Lot 16 is currently supplied by the same well. Weece now owns that property. He was advised to seek a new water right for his use allegedly not covered by 61-7751. Weece said in 5/15/2014 office visit to Western Region that:

- he bought the place in May 2005
- thinks a trailer was in use on his lot before the home was built
- domestic use on E ½ Lot 16 & E ½ Lot 17 from this well preceded uses in W ½ of both lots.

2004 aerial photo confirms a dwelling on Weece's place, the same year Holden filed proof of beneficial use. The agreement preceded proof filing for this permit. This suggests:

- permit coverage for all of Lot 17 is precluded by the agreement unless consent of Saunders or successive owner(s) can be documented for the time period when proof was filed;
- permit should cover uses for land described in the agreement; or
- at least Weece has a say in anything to do with the well and water used from the well; and
- agreement also affects which other units need new rights,¹ including consent necessary from parties associated with the agreement for another use(s) from the well.

Weece asked the department to clarify which 2 units should be licensed in 61-7751.

¹Appears uses from this well that are not covered by 61-7751 do not qualify as exempted uses, IC § 42-111(3).

2004 PHOTO

-82
5/21/2014



REQUEST TO WAIVE/MODIFY

CONDITION OF APPROVAL

Permit #

61-7751

I request the condition(s) of approval requiring (select 1 or more):

- ☒ measuring device
☐ lockable controlling works
☐ annual measuring/reporting, or power records alternative
☐ other – identify in space below

be waived or modified because:

the meter causes significant loss of
volume + pressure. 8 households on this
well, can not afford loss of pressure or
volume. Have had several complaints already.

Brad Bower

signature

5/21/14

date

Brad Bower POA for Rick Holden

print name

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT
To appropriate the public waters of the State of Idaho

RECEIVED

MAY 13 2014

WATER RESOURCES
WESTERN REGION

1. Name of applicant(s) HOLDEN, RICKY CADELL Phone 0998-423-6419
Name connector (check one): ☐ and ☐ or ☐ and/or
Mailing address 253 PALHI POBLACION MALAY AKLAN City REP. OF THE PHILIPPINES
State _____ Zip 5608 Email hold67@yahoo.com
2. Source of water supply GROUND WATER which is a tributary of N/A
3. Location of point(s) of diversion:

TWP	RGE	SEC	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
3 S	6 E	33			SE	NE	ELMORE	GROUND WATER	D-0009826

4. Water will be used for the following purposes:
- Amount .075 cfs for DOMESTIC purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)
5. Total quantity to be appropriated is (a) .075 cubic feet per second (cfs) and/or (b) N/A acre feet per year (af).
6. Proposed diverting works:
- a. Describe type and size of devices used to divert water from the source. 8" well with 5hp pump at depth of 550'
- b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 11. For dams 10 feet or more in height OR reservoirs with a total storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required? ☐ Yes ☐ No
- c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
- d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ No
- e. If well is already drilled, when? 1999; drilling firm Hiddleston Drilling and Pump Company; well was drilled for (well owner) HOLDEN, RICKY; Drilling Permit No. 61-99-W-0046-000
7. Description of proposed uses (if irrigation only, go to item 8):
- a. Hydropower: show total feet of head and proposed capacity in kW. _____
- b. Stockwatering: list number and kind of livestock. _____
- c. Municipal: complete and attach the Municipal Water Right Application Checklist.
- d. Domestic: show number of households 3 (1 house and 1 duplex)
- e. Other: describe fully. _____

COPY

8. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
3 S	6 E	33				D													N/A

Total number of acres to be irrigated: N/A

9. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping?

Well is used for water right #61-7751 for 2 duplexes (4 total households) on Lot 17, Block 1, Airport subdivision (See attached map)

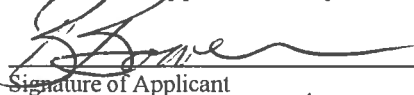
10. a. Who owns the property at the point of diversion? HOLDEN, RICKY
- b. Who owns the land to be irrigated or place of use? HOLDEN, RICKY
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing:

11. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary.

Requesting use for 1 house and 1 duplex (3 total households) on W2 Lot 16, Block 1, Airport Subdivision to include lawn irrigation for no more than one (1) acre total for all residences. The West 1/2 of Lot 16 is owned by the requester, Ricky Holden. The East 1/2 is currently owned by Jack Weece and supplied water by the same well which supplies the residences in this request. This arrangement is per an agreement (Enclosed), as a condition of initial purchase for the property, by Loree Saunders (Deceased) which is on file at the county courthouse and which transfers to subsequent owners.

12. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).
13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.


Signature of Applicant

Brad Bowen/Power of Attorney for
Print Name (and title, if applicable)

Signature of Applicant

Ricky C Holden
Print Name (and title, if applicable)

For Department Use:

Received by J. Strange Date 5-13-14 Time 11:00am Preliminary check by _____
Fee \$ 100.00 Received by J. Strange Receipt No. W042114 Date 5-13-14

JOINT WELL USE AND MAINTENANCE AGREEMENT

334-2190
Water Resources

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

RECEIVED

MAY 13 2014

WATER RESOURCES
WESTERN 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.

8. The right of each party to the ownership of the wells, pump, motor and 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

Recky C. Holden
Recky 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

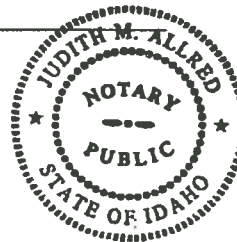
Loree M. Saunders, Recky C. Holden and Kimberly M. Holden

known or identified to me to be the person S whose name S subscribed to the within instrument, and acknowledged to me that THEY executed the same.

Signature: Judith M. Allred

Name: JUDITH M. ALLRED

Residing: MTN HOME
Commission Expires: 05-22-06



328478

ELMORE COUNTY, IDAHO 83
Request of

GUARANTY TITLE, INC.

Time: 4:28 P.M.

Date: May 10, 2001

GAIL L. BEST, Recorder

By: Chela M. Lye

Fee: \$6.00 Deputy

Holden, Ricky Cadell - Water Permit 61-7751

