

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

RECEIVED

MAR 03 2005

WATER RESOURCES
 WESTERN REGION

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

RECEIVED

MAR 18 2005

DEPARTMENT OF
 WATER RESOURCES

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
29-07680	/				
29-276C	/				

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts. \$50 -
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

David R. Fischel

2446 N. Mink Creek Rd

4. New Owner/Claimant(s)

Gregory and Margaret Manuele

Name Connector (Check one), and, [] or, [] and/or

New Mailing Address

2446 N. Mink Creek Rd

City, State and ZIP Code

Pocatello Id 83204

New Telephone Number

208 233-4736

Cell 208-760-9411

5. Date you acquired the property

OCT 15 2004

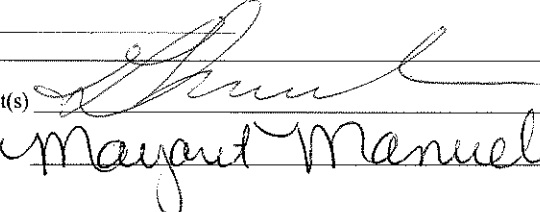
SUPPORT DATA

IN FILE # 29-276C

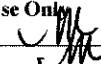
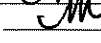
6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number <u>29-07680 & 29-276C</u>		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	<u>0.034 CFS</u>	<u>1.7 acres</u>
Stock	<u>0.25 CFS</u>	<u>0.6 Acres Feet</u>
Domestic		
Other		
Total		

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation		
Stock		
Domestic		
Other		
Total		

7. Signature of New Owner(s) or Claimant(s) 
(include title if applicable)

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only			
Received by <u></u>	Date <u>3-18-05</u>	Fee <u>\$ 50.00</u>	
Received by <u></u>	Date <u>3-18-05</u>	Receipt No. <u>0079191</u>	
Processed by _____	AJ Date _____	WR _____	Date _____

WARRANTY DEED

RECEIVED

OCT 28 2005

DEPARTMENT OF
WATER RESOURCES

For Value Received DAVID R. FISCHEL and MELANIE K. FISCHEL, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

GREGORY S. MANUELE and MARGARET A. MANUELE, husband and wife

whose address is: 2446 North Mink Cr. Road, Pocatello, ID 83204

Hereinafter called the Grantee, the following described premises situated in Bannock County, Idaho, to-wit:

LOT 1, APPLE ACRES, BANNOCK COUNTY, IDAHO, AS THE SAME APPEARS ON THE
OFFICIAL PLAT THEREOF, RECORDED MARCH 21, 1974 AS INSTRUMENT NO. 520222.

Reference WATER Rights

29-07680 & 29-00276C

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated:: 10/07/04

David R. Fischel
DAVID R. FISCHEL

Melanie K. Fischel
MELANIE K. FISCHEL

STATE OF Idaho

)ss.

COUNTY OF BANNOCK

On this 8th day of October, 2004, before me Sheila Garrett, personally appeared DAVID R. FISCHEL and MELANIE K. FISCHEL, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

Sheila Garrett
Notary Public of Idaho
Residing at: Inkom, Idaho
Commission Expires: 09/17/05

WELL USER'S AGREEMENT

THIS AGREEMENT is made and entered into this Oct day of 15, 2014, by and between the undersigned parties as owners and users of a well known as "Apple Acres Well No. 1". This well is located in the Northeast corner of Lot 9, Apple Acres Subdivision, Bannock County, Idaho. It is acknowledged that each of the undersigned or their predecessors in interest have had the right to and have in fact used water from this well over a period of time, the parties desire to formalize their relationships and hereby agree as follows:

1. Easement. Each of the undersigned shall have an easement over, across, under, and through the above-described property for the purposes of access to the above-described well so that the well and pipeline systems may be maintained by the users.
2. Expenses. The undersigned users do each covenant and agree to bear the costs of maintenance, repair, and operation equally. The parties may designate one person to act as manager, or they may make such other arrangements for the operations as they prefer among themselves.
3. Hook-Ups. No user shall affix more than one hook-up to the main transmission line and such hook-ups and any other transmission pipes carrying water into any user's property shall be at the sole expense of the user.
4. Right to Use. Use of water is limited to reasonable domestic purposes and limited lawn sprinkling and irrigation in accordance with what has been the practice

in the past. Extensive use of water for irrigation purposes for orchards, pastures, stock, and the like is not permitted.

5. Charges. Charges for water shall be \$15.00 per month for each of the undersigned families. The charge for water use may be amended from time to time as shall be necessary to meet the expenses of operating and maintaining the well. The remaining users shall have the right to terminate water service to any member who becomes more than three months delinquent in payments. Water payments must be paid in full prior to the sale of a residence to another party.

6. Surplus Funds. Any amounts remaining after payment of expenses shall be held in a special account for the benefit of all the users and to meet future expenses of the well. Upon any sale of property, the selling party shall not be entitled to a refund of any balance in the Well User's Account.

7. Restrictions on Use. No water shall be delivered to or used for the benefit of any property other than those presently using the water. These parcels are legally described as Lots 1, 2, 3, and 9, Apple Acres Subdivision, Bannock County, Idaho, and presently owned by the undersigned users as indicated. Permission to use water for the benefit of any other parcels shall require the unanimous consent of all users.

8. Sale of Property. The rights and obligations contained in this Agreement shall run with the lands herein described and shall pass without expressly mentioning them to the grantees or purchasers in the future to these properties. Any future purchaser of these parcels shall have the right to become a user under this

Agreement subject to the same obligations as the present parties to this Agreement.

9. Recording. This Agreement when recorded shall be notice to all the world of the rights and obligations of the parties to this Agreement and all future purchasers.

10. Delinquencies. In the event that any landowner or tenant of any landowner shall fail to pay his pro-rata share of the cost of upkeep and maintenance of said water system heretofore referred to and located in the land described in paragraph 1 of this Agreement, any other user or users as above provided for, may file an affidavit of cost thereof, after ten (10) days written notice to the nonpaying user, setting forth the cost thereof, and the pro-rata share of the nonpaying user, and the pro-rata cost 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 Bannock 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, the defaulting party shall pay the cost of a title search for suit purposes and a reasonable attorney's fee.

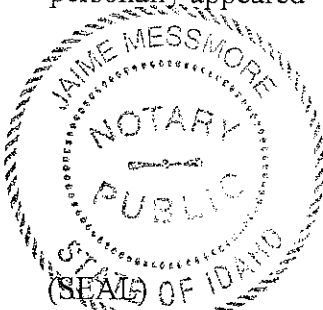
11. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the heirs, devisees, successors, and assigns of the parties to this Agreement.

12. Covenant to Implement. Each of the parties hereto does hereby agree to execute all and any instruments necessary to carry out the intent of this Agreement.

Subscribed 10:15-04
NAME(s): Margaret Manul 10-15-04

STATE OF IDAHO)
: ss
COUNTY OF BANNOCK)

On this 15th day of October, 2004,
(NAME) GREGORY S. MANUELE + MARGARET MANUELE,
known to me to be the persons whose names are subscribed to the within instrument,
personally appeared before me and acknowledged that they executed the same.



Jaime Messmore
NOTARY PUBLIC for IDAHO
Residing at Pocatello, Idaho

My Commission Expires:

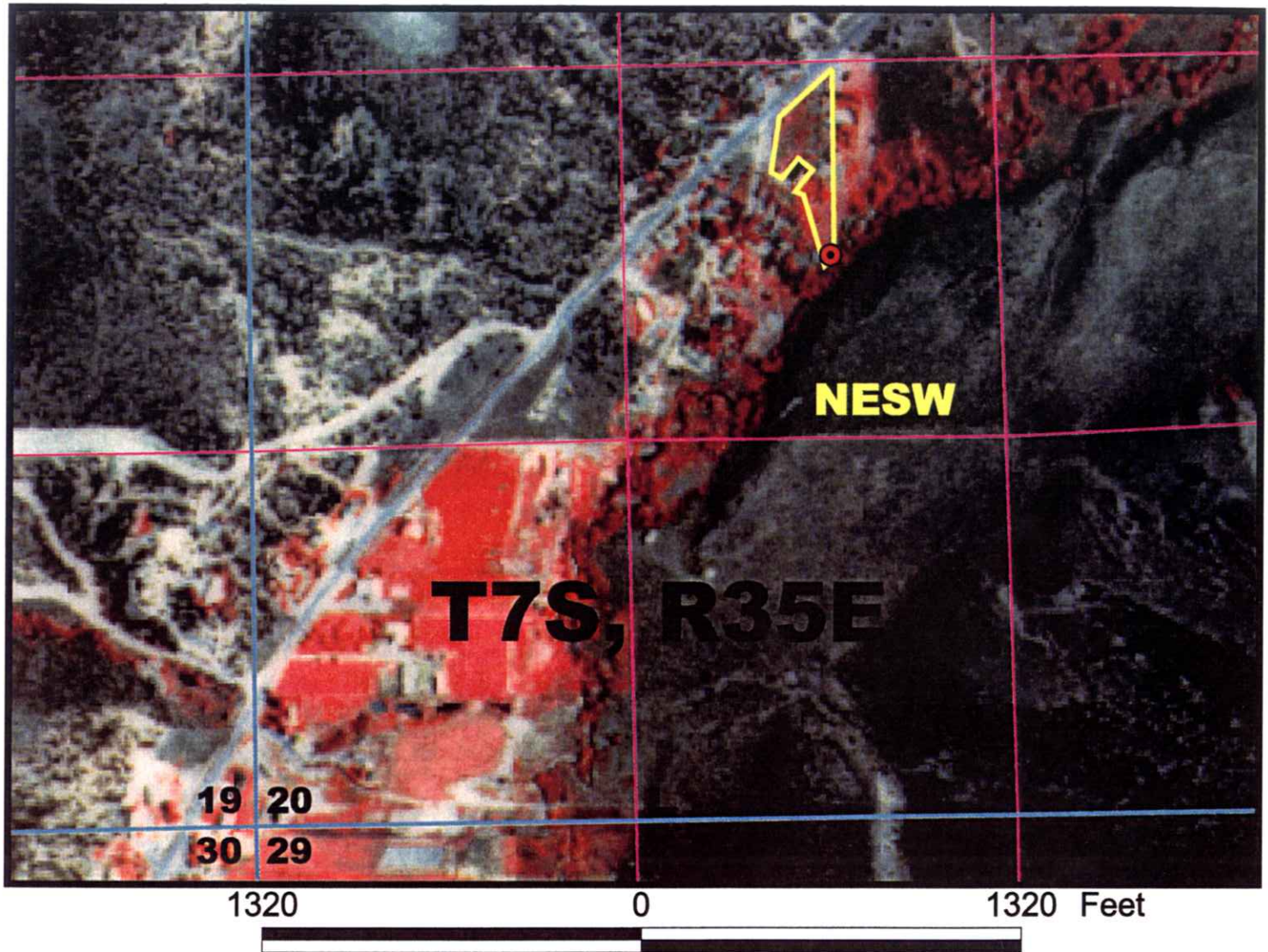
10/4/2010



STATE OF IDAHO

Department of Water Resources
Eastern Region

Water Right(s): 29-00276C



Total Irrigated Acres: 1.7

● Point(s) of Diversion

□ Place of Use

□ Quarter Quarter Lines

□ Section Lines

1034 cfs
15.2 gal/min
24/7



GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared by: C. Saxton
Date: November 2002