

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAY 09 2024

Department of Water Resources
Eastern Region

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
<u>35-13472</u>	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
<u>35-13472</u> <u>35-14870</u>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Frank & Michelle Finnigan, David & Angela Berggren
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Frank & Michelle Finnigan please keep numbers the same
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 513 E River Rd Firth ID 83236
Mailing address City State Zip
- 208-705-7549 3chips1putt@gmail.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☒ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: MARCH 5 1999
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
 o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o ☒ \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

SUPPORT DATA

IN FILE # 35-13472

8. Signature: Michelle Finnigan 5/9/2024
 Signature of new owner/claimant Title, if applicable Date
- Print name
- Signature: _____
 Signature of new owner/claimant Title, if applicable Date
- Print name

For IDWR Office Use Only:

Received by JB Date 5/9/2024 Receipt No. E050055 Receipt Amt. \$100.-

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by JB Processed by JB Date 5/14/2024

Instrument # 638653

BINGHAM COUNTY

5-25-2012 02:45:29 No. of Pages: 1

Recorded for : FRANK B. FINNIGAN

SARA J. STAUB

Fee: 10.00

Ex-Officio Recorder Deputy

CJR

QUITCLAIM DEED

FOR VALUE RECEIVED, Frank B. Finnigan, Grantor, does

hereby convey, release, remise and forever quitclaim unto

Frank B. and Michelle M. Finnigan, whose address is

513 E River Rd, Firth, Idaho 83236, the following

described premises, to-wit:

PART OF LOT 1 SECTION 25 TOWNSHIP 1 SOUTH RANGE 36 EBM BINGHAM COUNTY IDAHO
DESCRIBED AS: BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF A COUNTY
ROAD THAT IS S 0DEGREE 30' W ALONG THE W LINE OF SAID SECTION 25 555.72 FEET
AND N 89DEGREE 06'01" E 72.97 FEET FROM THE NW CORNER OF SAID SECTION 25 AND
RUNNING THENCE N 62DEGREE 01'20" E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE
311.53 FEET THENCE S 27DEGREE 58'40" E 167.04 FEET THENCE S 87DEGREE 47'32" W
353.79 FEET THENCE N 15.0 FEET TO THE POINT OF BEGINNING.

Bingham county.

Together with the appurtenances.

This deed is intended to convey to the Grantee all right, title, and interest of the Grantor
in and to said property, now owned or hereafter acquired.

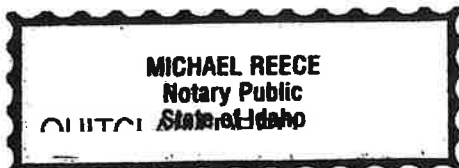
Date May 25, 2012

Frank B. Finnigan
Signature, Grantor

STATE OF IDAHO)

County of Bingham) ss.

On this 25 day of May, 2012, before me, the
undersigned, a Notary Public in and for said state, personally appeared
Francis B. Finnigan, known to me to be the person
whose name is subscribed to the within instrument, and acknowledged to me that s/he executed
the same.



Michael Reece
NOTARY PUBLIC for Idaho
Residing at: Bingham
My Commission Expires: 5/26/16

638653

WARRANTY DEED

475316

For Value Received JILL M. RIEGEL NOW KNOWN AS JILL MABLEY, an unmarried person

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

FRANK B. PINNIGAN, an unmarried person

whose address is: 513 S. RIVER RD, FIRTH, ID, 83236

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

BINGHAM COUNTY RECORDER
BLAINE, IDAHO
FEE 6.00 DEP 0
99 MAR -5 PM 4:21
RECORDED AT THE REQUEST OF
FIRST AMERICAN TITLE COMPANY

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and terminations 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 their 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, reservations, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: MARCH 3RD, 1999

X Jill M. Riegel
JILL M. RIEGEL

X Jill Ann Mabley
JILL MABLEY

STATE OF GA
COUNTY OF Fannin

On this 4th day of MARCH, 1999, before me the undersigned, personally appeared JILL M. RIEGEL NOW KNOWN AS JILL MABLEY, known or identified 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 first above written.

X Sherry A. Walden
Notary Public for Fannin Co.
Residing at Edwards, GA
Commission Expires X
Notary Public, Fannin County, Georgia
My Commission Expires Feb. 27, 2002



Part of Lot 1, Section 25, Township 1 South, Range 36 E.B.M., Bingham County, Idaho, described as: Beginning at a point on the southerly right-of-way of a county road that is S. $0^{\circ}30'$ W. along the W. line of said Section 25, 555.72 feet and N. $89^{\circ}06'01''$ E. 72.97 feet from the NW corner of said Section 25; and running thence N. $62^{\circ}01'20''$ E. along said southerly right-of-way line 311.53 feet; thence S. $27^{\circ}58'40''$ E. 167.04 feet; thence S. $87^{\circ}47'32''$ W. 353.79 feet; thence N. 15.0 feet to the point of beginning.

475316

3-14181

WARRANTY DEED

For Value Received

EMILE GENTILLON AND VESTA LEE GENTILLON, HUSBAND AND WIFE.

the grantor do hereby grant, bargain, sell and convey unto

JILL M. RIEGEL, A SINGLE WOMAN,

whose current address is

513 RIVER ROAD, FIRTH, ID 83221

the grantor, the following described premises, in BINGHAM County Idaho, to wit:
Part of Lot 1, Section 25, Township 1 South, Range 36, E.B.M., Bingham County,
Idaho, described as:

Beginning at a point on the Southerly right of way line of a County road that is
S 00°30' W along the West line of said Section 25, 555.72 feet and N 89°06'01" E
72.97 feet from the Northwest corner of said Section 25 and running thence
N 62°01'20" E along said Southerly right of way line 311.53 feet; thence
S 27°58'40" E 167.04 feet; thence S 87°47'32" W 353.79 feet; thence North 15.0 feet
to the Point of Beginning.

Subject to taxes and assessments for the year 1990 and thereafter, to roads,
easements and rights of way, to building and zoning ordinances and use regulations
and restrictions and to liens and encumbrances suffered, assumed or occasioned by
the Grantees...

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
heirs and assigns forever. And the said Grantor do hereby covenant to and
with the said Grantee, that he the owner in fee simple of said premises; that they are free
from all incumbrances except matters of public record

and that he will warrant and defend the same from all lawful claims whatsoever

Dated: June 19, 1990

Emile Gentillon
EMILE GENTILLON

Vesta Lee Gentillon
VESTA LEE GENTILLON

STATE OF IDAHO, COUNTY OF BINGHAM

On this 19th day of June, 1990,
before me, a notary public in and for said State, personally
appeared

EMILE GENTILLON
VESTA LEE GENTILLON

known to me to be the person whose name
subscribed in the within instrument, and acknowledged to
me that



Notary Public

Resident at 801-1007, ID
Comm. Expires 4/23/91

390259

BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO
JUN 20 1990

1990 JUN 20 AM 9:27

RECORDED AT THE REQUEST OF
AMERICAN LAND TITLE CO., INC.

Furnished by the AMERICAN LAND TITLE CO., a national bank

WARRANTY DEED

For Value Received

ALDEN MILLER AND VIRGINIA L. MILLER, HUSBAND AND WIFE.

the grantor s do hereby grant, bargain, sell and convey unto

JILL M. RIEGEL, A SINGLE WOMAN.

whose current address is

513 EAST RIVER RD., PIRTH, ID 83236

the grantee, the following described premises, in BINGHAM County Idaho, to wit:
Part of Lot 1, Section 25, Township 1 South, Range 36 E.B.M., Bingham County Idaho,
described as:

Beginning at a point on the Southerly right of way line of a county road that is
S 0°30' W along the West line of said Section 25, 555.72 feet and North 89°06'01" E
72.97 feet; and North 62°01'20" E 311.53 feet from the Northwest corner of said
Section 25 and running thence N 62°01'20" E along said southerly right of way line
180.97 feet; thence S 27°58'40" E 161.40 feet; thence S 60°14'13" W 181.06 feet;
thence N 27°58'40" W 167.04 feet to the point of beginning.

ALSO:

Part of Government Lot 8, Section 25, Township 1 South, Range 36, E.B.M., Bingham
County, Idaho, described as:

Beginning at a point that is S 0°30' W along the West line of said Section 25,
570.72 feet and N 89°06'01" E 72.97 feet and N 87°47'32" E 353.79 feet from the
Northwest corner of said Section 25 to Government brass cap and the point of
beginning; running thence N 87°53'30" E 201.13 feet, more or less to a fence; thence
N 27°58'40" W 93.41 feet along said fence line; thence S 60°14'13" W 181.06 feet to
the point of beginning.

Subject to taxes and assessments for the year 1990 and thereafter, to roads,
easements and rights of way, to building and zoning ordinances and use regulations
and restrictions and to liens and encumbrances suffered, assumed or occasioned by
the Grantees...

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee,
her heirs and assigns forever. And the said Grantors do hereby covenant to and
with the said Grantee, that they are the owners in fee simple of said premises; that they are free
from all incumbrances except matters of public record

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated: September 25, 1990

Alden Miller
ALDEN MILLER

Virginia L. Miller
VIRGINIA L. MILLER

STATE OF IDAHO, COUNTY OF BINGHAM
On this 1st day of October, 1990,
before me, a notary public in and for said State, personally
appeared
ALDEN MILLER
VIRGINIA L. MILLER

known to me to be the person s whose name s are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Gloria Hansen
Notary Public

Residing at _____, Idaho
Comm. Expires _____



393111

1990 OCT -1 AM 11:18

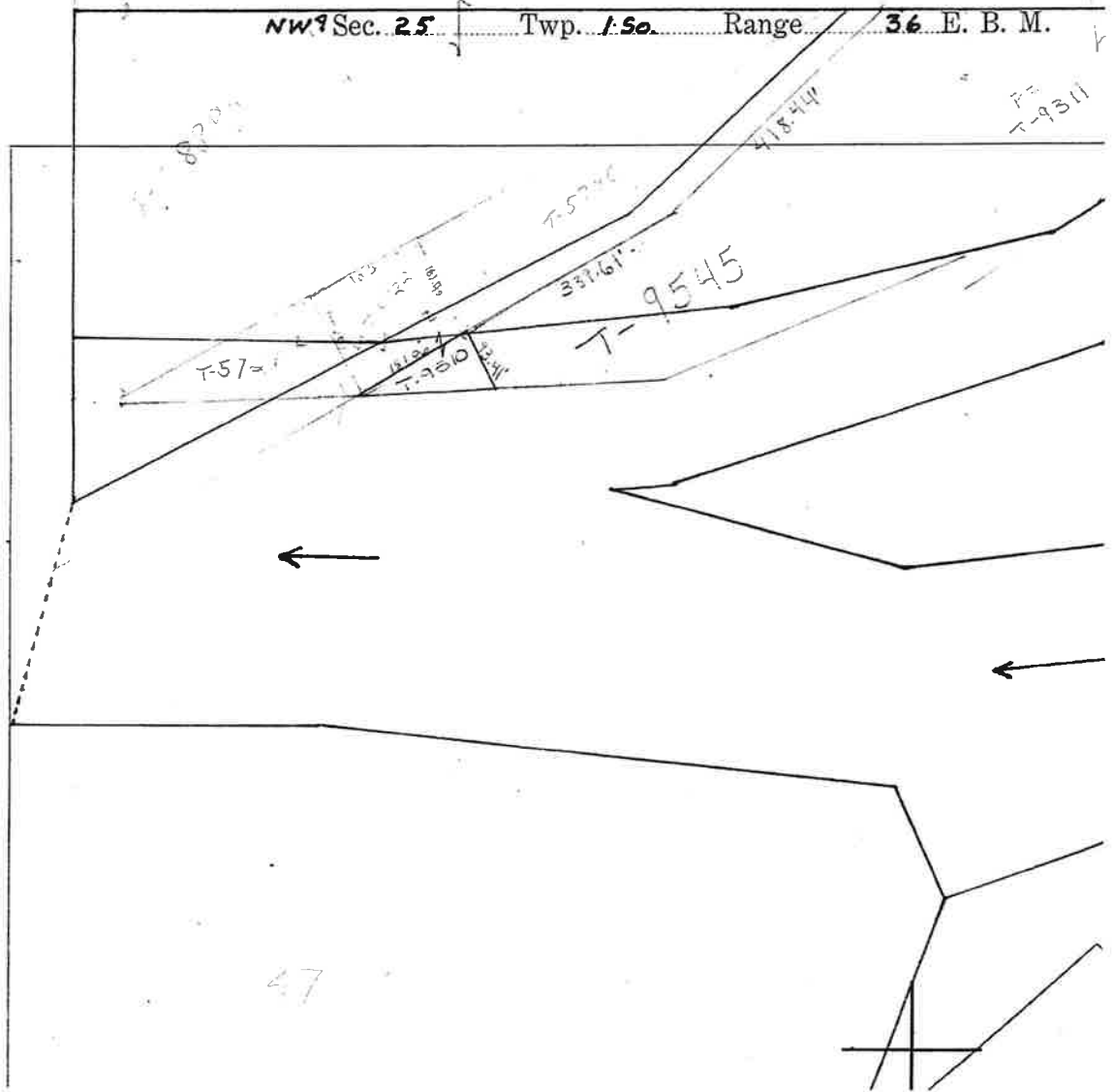
RECORDED AT THE REQUEST OF
AMERICAN LAND TITLE CO., INC.

475316-36
 393111
 390859
 192370

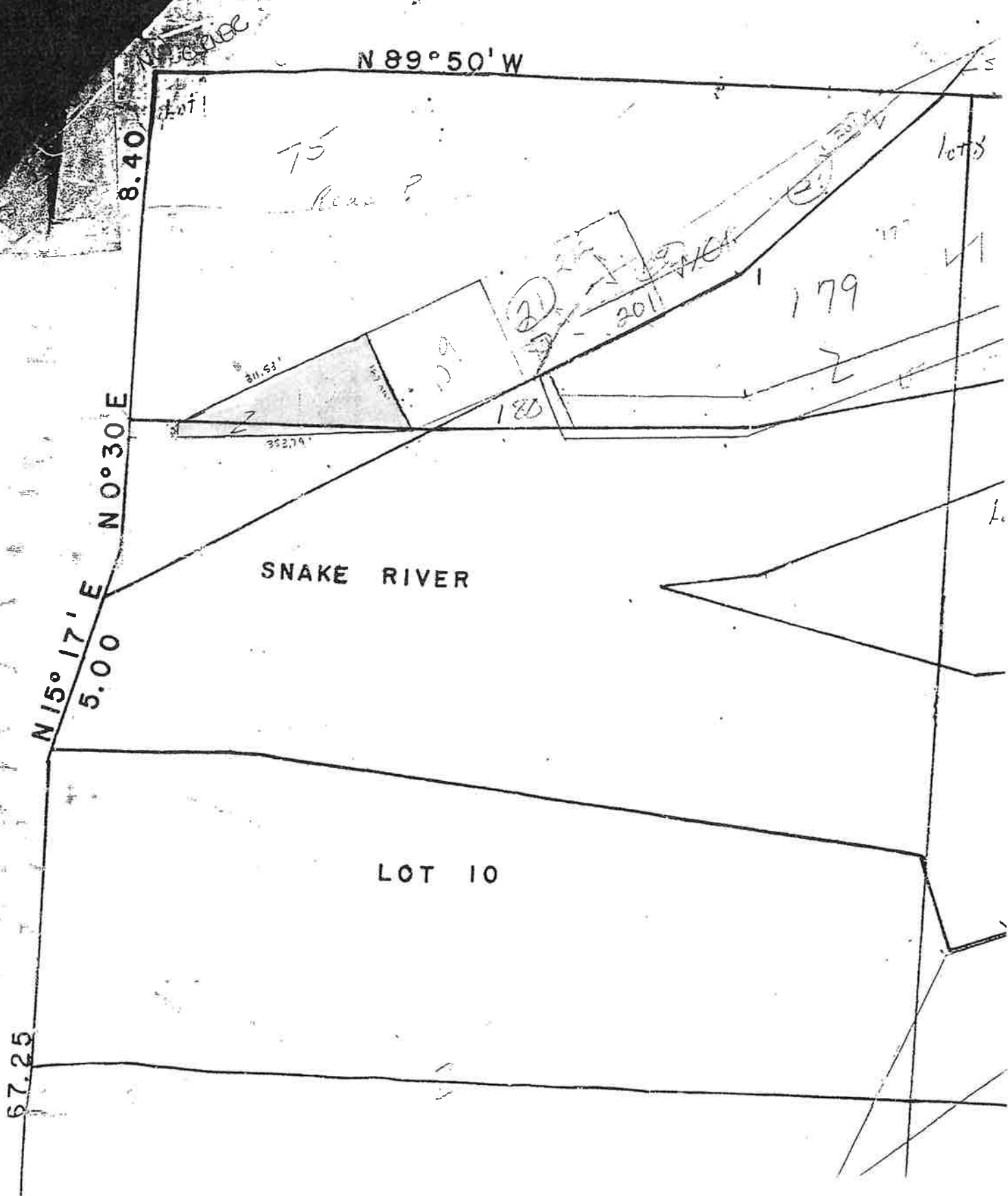
SECTION LINE RESURVEYED IN 1958

NW 1/4 Sec. 25 Twp. 1.50 Range 36 E. B. M.

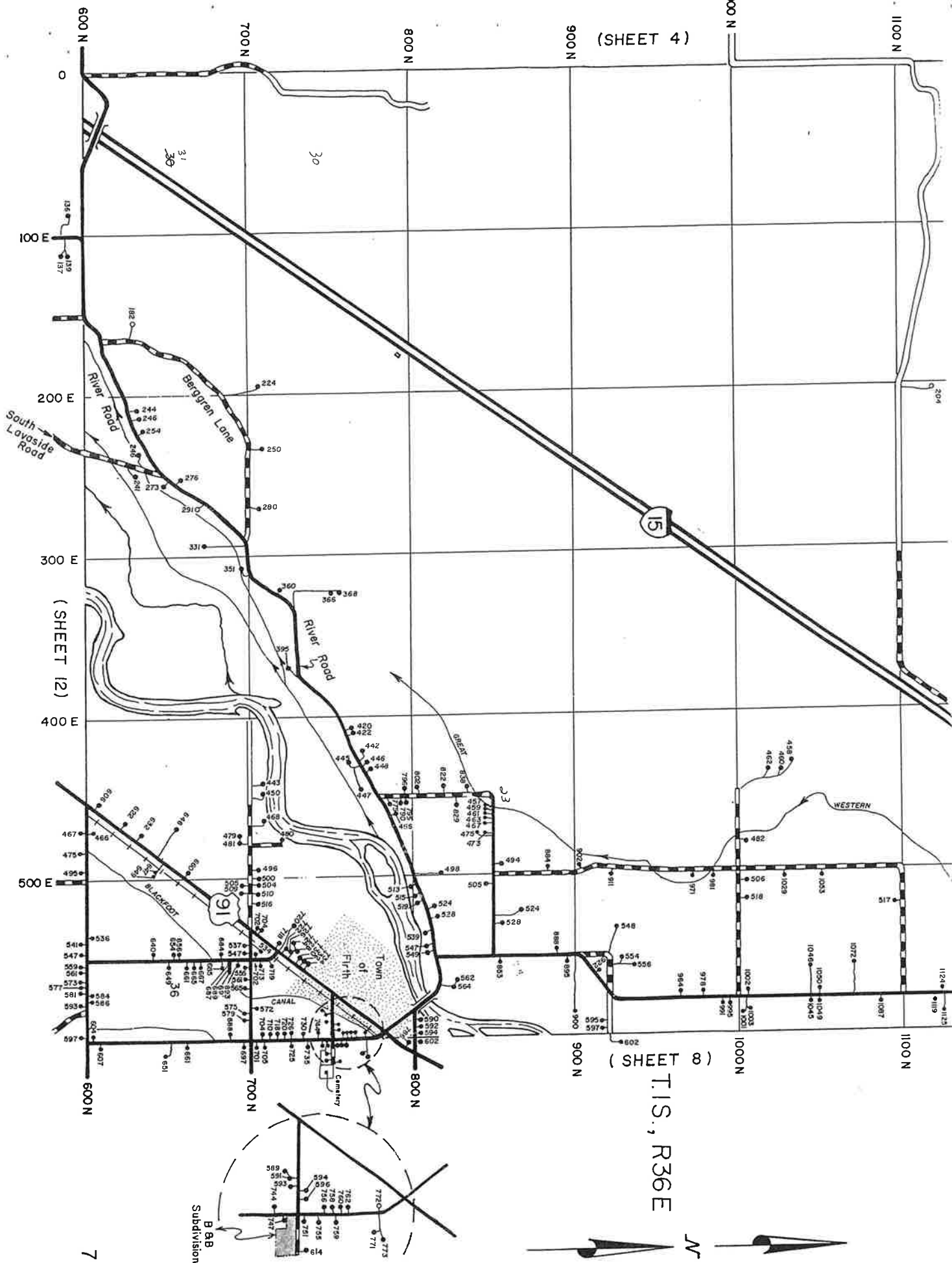
DED	Year	Book	Page	See Also Sec.
	96	417	72	
	03	529	255	
	03	390	859	
	04	393	885	
	70	105	834	
	98	461	369	
	"	"	"	
	"	"	"	
	50	100	177	
	72	100	177	
	5	177	0	
	1	412	1	
	1	430	373	
	1	512	0	
	45	204	130	
	89	382	883	
	03	529	255	
	89	367	312	
	98	461	369	



T1S R36 Sec 25

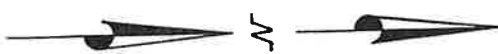


(SHEET 4)



(SHEET 8)

T.I.S., R36E



3-21140-A

465874

RECORDED AT THE REQUEST OF
ALLIANCE TITLE AND ESCROW CORP.

FEE 12.00

98 MAY 27 PM 2:35

WELL AGREEMENT

RECORDED AT THE REQUEST OF
Alliance Title and Escrow Corp.

1. Date

The effective date of this agreement is April 24, 1998.

2. Parties

Jill A. Mabley, of Blue Ridge, Georgia, a single woman, who is referred to in this agreement as "Mabley"

Grant W. Homer of Firth, Idaho, a single man, who is referred to in this agreement as "Homer"

3. Background

a. The parties own the following real properties located in Bingham County, Idaho:

Mabley Property:

Part of Lot 1, Section 25, Township 1 South, Range 36 East of the Boise Meridian, Bingham County, Idaho described as follows, to wit:

Beginning at a point of the Southerly right of way line of a county road that is S 0°30' W along the West line of said section 25, 555.72 feet and N 89°06'01" E. 72.97 feet from the NW corner of said Section 25 and running thence N 62°01'20" E along said Southerly right of way line 311.53 feet; thence S 27°58'40" E 167.04 feet; thence S 87°47'32" W 353.79 feet; thence North 15 feet to the point of beginning.

Homer Property:

Part of Lot 1, Section 25, Township 1 South, Range 36 East of the Boise Meridian, Bingham County, Idaho described as follows, to wit:

Beginning at a point of the Southerly right of way line of a county road that is S 0°30' W along the West line of said section 25, 555.72 feet and N 89°06'01" E. 72.97 feet and N 62°01'20" E 311.53 feet from the NW corner of said Section 25 and running thence N 62°01'20" E along said Southerly right of way line 180.97 feet; thence S 27°58'40" E 161.40 feet; thence S N 60°14'13" W 181.06 feet; thence N 27°58'40" W 167.04 feet to the point of beginning.

A shared well and septic system are located on the Mabley Property. The drain field may be located on either the Mabley property or the Homer property. The shared well provides water to both the Mabley property and the Homer property. Controls for landscape watering are in the garage on the Mabley property. The irrigation pump for landscape watering also sits on the Mabley property.

In order to clarify the rights of ownership and use of the shared well, landscape irrigation system, and septic system, the parties wish to enter into this written agreement. The well, pumps, landscape irrigation system and septic systems are all referred to in this agreement ~~was~~ water systems.

In consideration of the mutual covenants and obligations of this agreement, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, Mabley and Homer agree as follows.

4. Water System Ownership

Excepting the pipes used exclusively for delivery of water to the Homer property from the main lines and pumps, which pipes are owned by Homer, the water systems are owned by Mabley. The present users of the water system are Mabley and Homer.

5. Use of Water Systems

a. Mabley shall be entitled to use water from the water systems for culinary purposes for one single-family dwelling on the Mabley Property. Homer shall be entitled to use water from the water systems for culinary purposes for one single-family dwelling on the Homer Property.

b. The use of the water systems may not be expanded by Mabley or Homer without the express written consent of the other party. Nothing in this agreement shall be interpreted as a guarantee by Mabley that the water systems will at all times provide an adequate supply of well water to meet the culinary uses referred to in the preceding paragraph. If there is an inadequate supply of water in the systems, Mabley shall not have any obligation to enlarge or deepen the well or make any other improvements. However, if there is an inadequate supply of water, Mabley and Homer may mutually agree to enlarge or deepen the well or make any other improvements.

c. Culinary use shall mean domestic and household purposes, including the watering of lawns, flowers, gardens, shrubs and trees on the properties included in the water system. No other use shall be permitted without the express written consent of both parties.

d. Homer may at any time withdraw from use of the water systems, provided he is current in the payment of all obligations owed under this agreement. Upon withdrawing, Homer shall be responsible at his expense for disconnecting his individual hook up line and assuring that the water system supply pipeline is properly sealed.

6. Maintenance/Operation

a. The costs of operating the water systems include all operation, maintenance, repair and replacement of the pumps, pressure tank and existing main pipeline, septic tank and drain field, and electrical service and repairs to the electrical system. These costs shall be shared equally by Mabley and Homer. Maintenance, repair and replacement of individual hook up lines shall be the responsibility of the party using the line.

b. Any water system user who does not pay his or her equal share of the costs will be in breach and may have his or her water supply disconnected unless he or she cures the breach within 30 days after receipt of written notice specifying the nature of the breach. Notice of breach shall be considered sufficient if signed by either Mabley or Homer. Service of notice must be made by hand delivery or through first class US Postal Service mailed to the last known address of the party being served.

7. Easements

a. Mabley grants Homer necessary easements over and across the Mabley Property for access to the well, septic system and landscape watering control or the conveyance of water from the well to the Homer Property and for purposes of maintenance, repair and replacement of the well, septic system and landscape watering system. The easements shall continue for so long as Mabley and Homer use the well for the purposes specified in this agreement. The necessary easements shall inure to, run with, and benefit the properties included in the water systems. Homer shall be liable for all damage caused by his use of the easements, wear and tear from reasonable use excepted. Homer shall restore the surface of the easement to the same condition as existed prior to making any repair, maintenance or replacement.

8. Termination

This agreement may be terminated, discontinued or amended in writing at any time by the unanimous consent and agreement of the owners.

9. Binding Effect

This agreement binds the parties, their heirs, personal representative, agents, successors and assigns and shall be enforced and interpreted under Idaho law.

Dated this ____ day of April 1998.

Jill A. Mabley

Grant W. Homer

STATE OF GEORGIA)
)ss.
County of)

On this _____ day of April 1998 before me, the undersigned, a Notary Public in and for said State, personally appeared Jill A. Mabley, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

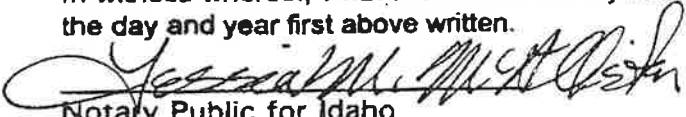
Notary Public for Georgia
Residing at:
My commission expires:

(Seal)

STATE OF IDAHO)
)ss.
County of Bingham)

On this 24th day of April, 1998 before me, the undersigned, a Notary Public in and for said State, personally appeared Grant W. Homer, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public for Idaho
Residing at:
My commission expires:

465874



3-21140-A

465875

BINGHAM COUNTY RECORDER
BLAINE, IDAHO

FEE 12.00 DEP 0

WELL AGREEMENT

98 MAY 27 PM 2:35

RECORDED AT THE REQUEST OF
ARRANGED THROUGH ESCROW Corp.**1. Date**

The effective date of this agreement is April 24, 1998.

2. Parties

Jill A. Mabley, of Blue Ridge, Georgia, a single woman, who is referred to in this agreement as "Mabley"

Grant W. Homer of Firth, Idaho, a single man, who is referred to in this agreement as "Homer"

3. Background

a. The parties own the following real properties located in Bingham County, Idaho:

Mabley Property:

Part of Lot 1, Section 25, Township 1 South, Range 36 East of the Boise Meridian, Bingham County, Idaho described as follows, to wit:

Beginning at a point of the Southerly right of way line of a county road that is S 0°30' W along the West line of said section 25, 555.72 feet and N 89°06'01" E. 72.97 feet from the NW corner of said Section 25 and running thence N 82°01'20" E along said Southerly right of way line 311.53 feet; thence S 27°58'40" E 167.04 feet; thence S 87°47'32" W 353.79 feet; thence North 15 feet to the point of beginning.

Homer Property:

Part of Lot 1, Section 25, Township 1 South, Range 36 East of the Boise Meridian, Bingham County, Idaho described as follows, to wit:

Beginning at a point of the Southerly right of way line of a county road that is S 0°30' W along the West line of said section 25, 555.72 feet and N 89°06'01" E. 72.97 feet and N 82°01'20" E 311.53 feet from the NW corner of said Section 25 and running thence N 82°01'20" E along said Southerly right of way line 180.97 feet; thence S 27°58'40" E 161.40 feet; thence S N 80°14'13" W 181.06 feet; thence N 27°58'40" W 167.04 feet to the point of beginning.

A shared well and septic system are located on the Mabley Property. The drain field may be located on either the Mabley property or the Homer property. The shared well provides water to both the Mabley property and the Homer property. Controls for landscape watering are in the garage on the Mabley property. The irrigation pump for landscape watering also sits on the Mabley property.

J Mabley 4/28/98

b. Any water system user who does not pay his or her equal share of the costs will be in breach and may have his or her water supply disconnected unless he or she cures the breach within 30 days after receipt of written notice specifying the nature of the breach. Notice of breach shall be considered sufficient if signed by either Mabley or Homer. Service of notice must be made by hand delivery or through first class US Postal Service mailed to the last known address of the party being served.

7. Easements

a. Mabley grants Homer necessary easements over and across the Mabley Property for access to the well, septic system and landscape watering control or the conveyance of water from the well to the Homer Property and for purposes of maintenance, repair and replacement of the well, septic system and landscape watering system. The easements shall continue for so long as Mabley and Homer use the well for the purposes specified in this agreement. The necessary easements shall inure to, run with, and benefit the properties included in the water systems. Homer shall be liable for all damage caused by his use of the easements, wear and tear from reasonable use excepted. Homer shall restore the surface of the easement to the same condition as existed prior to making any repair, maintenance or replacement.

8. Termination

This agreement may be terminated, discontinued or amended in writing at any time by the unanimous consent and agreement of the owners.

9. Binding Effect

This agreement binds the parties, their heirs, personal representative, agents, successors and assigns and shall be enforced and interpreted under Idaho law.

Dated this 24 day of April 1998.

Jill Ann Mabley
Jill A. Mabley

Grant W. Homer

Mabley 4/24/98

STATE OF GEORGIA

County of Fannin

)
)ss.
)

On this 24 day of April 1998 before me, the undersigned, a Notary Public in and for said State, personally appeared Jill A. Mabley, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Susan R. Henson

Notary Public for Georgia

Residing at:

My commission expires:



STATE OF IDAHO

)
)ss.
)

County of Bingham

On this _____ day of April, 1998 before me, the undersigned, a Notary Public in and for said State, personally appeared Grant W. Homer, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Idaho

Residing at:

My commission expires:

(Seal)

465875

Mabley 4/24/98

WELL AGREEMENT AND SEWER SYSTEM AGREEMENT

THIS AGREEMENT, made and entered into in triplicate this 31st day of January, 1975, by and between ALDEN MILLER and VIRGINIA L. MILLER, husband and wife, referred to herein as First Party and DON E. EVERINGHAM and LILA EVERINGHAM, husband and wife, referred to herein as Second Party, all of the County of Bingham, State of Idaho.

WHEREAS, First Party is the owner of the following described property in Bingham County, Idaho, to-wit:

Part of Lot 1, Section 25, Township 1 South, Range 36 East Boise Meridian, Bingham County, Idaho, described as:
Beginning at a point on the Southerly R.O.W. line of a county road that is S 0°30' W along the West line of Said Section 25, 555.72 feet and N 89°06'01" E 72.97 feet; and N 62°01'20" E 311.53 feet from the NW corner of said Section 25 and running thence N 62°01'20" E along said southerly R.O.W. line 180.97 feet; thence S 27°58'40" E 161.40 feet; thence S 60°14'13" W 181.06 feet; thence N 27°58'40" W 167.04 feet to the Point of Beginning.

AND WHEREAS, the Second Party is the owner of the following described property in Bingham County, Idaho, to-wit:

Part of Lot 1, Section 25, Township 1 South, Range 36 East Boise Meridian, Bingham County, Idaho, described as:
Beginning at a point on the Southerly R.O.W. line of a county road that is S 0°30' W along the West line of said Section 25, 555.72 feet and N 89°06'01" E 72.97 feet from the NW corner of said Section 25 and running thence N 62°01'20" E along said Southerly R.O.W. line 311.53 feet; thence S 27°58'40" E 167.04 feet; thence S 87°47'32" W 353.79 feet; thence North 15.0 feet to the Point of Beginning.

WITNESSETH, that it is hereby mutually agreed by and between the parties hereto as follows:

For and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations in hand paid by the First Party to the Second Party and the mutual covenants and agreements herein contained, Second Party does hereby grant, bargain, sell, convey and confirm unto the First Party and to their assigns forever an undivided one-half interest in and to the well, pump, motor, pressure tank, switches and other parts used in connection therewith, located on the premises of the Second Party, and an easement and right for the use and operation of said water system and the use of water therefrom and to convey the water from said well and pressure system in a pipeline from said system to the premises of the First Party, together with all usual and necessary rights of ingress and egress for the use, operation and maintenance of said well, pump, motor and water system and the pipeline of the First Party and the repair and replacement of the same should occasion require.

Further for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations in hand paid by the Second Party to the First Party and the mutual covenants and agreements herein contained, First Party

does hereby grant, bargain, sell, convey and confirm unto the Second Party and to their heirs and assigns forever an undivided one-half interest in and to the septic tank and drain field and other parts used in connection therewith, located on the premises of the First Party, and an easement and right for the use and operation of said sewer system and the use of the system therefrom and to convey sewage from the premises of the Second Party to the septic tank and drain field, together with all usual and necessary rights of ingress and egress for the use, operation and maintenance of said septic tank and drain field for the Second Party and the repair and replacement of the same should occasion require.

SHARE OF COSTS: All costs of electric power, maintenance, repair, replacement of the system, upkeep, taxes, insurance and all other costs incident to the continued use and operation of said well, pump, motor, water system and facilities relating thereto (excluding water lines from the system to the places of use) shall be shared one-half ($\frac{1}{2}$) by each of the parties. All costs pertinent to the maintenance, repair, replacement, upkeep, taxes, and all other costs incident to the continued use and operation of said septic tank and drain field and facilities relating thereto (excluding pipe from the system to the places of use) shall be shared one-half ($\frac{1}{2}$) by each of the parties.

MAINTENANCE OF WATER LINES AND SEWER LINES: Each Party shall pay all costs of maintenance, repair, replacement and upkeep on their own water lines from the water system to the places of use and on the pipelines from the premises to the septic tank.

PAYMENT OF SHARED COSTS: All expenses will be paid at the time they are due by the Party contracting the expense and then said Party will be reimbursed by the other Party for his share upon presenting a proper bill.

PUMP METER: The power for the operation of said pump is now supplied through the electric meter on the account of First Party. Either party may hereafter require the installation of a separate power meter for the operation of said pump.

OPERATION AND MANAGEMENT: First Party and Second Party shall together supervise the operation and maintenance of said well, pump, motor, water systems, sewer systems, etc., and cause the same to be so operated and maintained as to provide adequate supply of water for both parties, and sewer service, except during such periods of time as may reasonably be required for maintenance and repairs.

DEFAULT: In addition to all other remedies allowed by law for the enforcement of obligations, in the event of the failure of either party to pay its portion of the shared costs, the Party that is at fault may have its service shut off until the situation is remedied, if such default is not corrected and continues after five days written notice delivered personally to the party in default or posted in a conspicuous place on the premises of the defaulting party and mailed to the defaulting party.

APPURTENANCE: The easements and rights hereby granted by each Party to the other Party shall be appurtenant to and run with the lands of same as described hereinabove and the privileges and benefits hereof shall inure to the successors in interest of the First and Second Parties subject to the terms and conditions hereof.

SUCCESSORS BOUND: All of the covenants and agreements contained herein shall extend to and be obligatory upon the successors in interest of each Party as to their lands hereinabove described reasonably necessary for the use and enjoyment of said well and septic system and the rights hereby granted. Wherever the terms "First Party" and "Second Party" are used herein, they shall be construed to mean said successors in interest and the obligations of the successors in interest as though they had executed this agreement.

RE-NEGOTIATION OR TERMINATION: The First Party and the Second Party shall reserve the right to re-negotiate the terms of this agreement if and when either Party is considering selling its premises or transferring its interest to another.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals as of the day and year first above written.

Alden Miller
ALDEN MILLER - First Party

Virginia L. Miller
VIRGINIA L. MILLER - First Party

Don E. Everingham
DON E. EVERINGHAM, Sr. - Second Party

Lila Everingham
LILA EVERINGHAM - Second Party

STATE OF IDAHO)
: ss
County of Idaho)

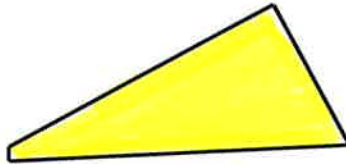
On this 8th day of July in the year 19 5, before me, a Notary Public in and for said State, personally appeared Alden Miller and Virginia L. Miller; and Don E. Everingham and Lila Everingham known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that 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 first above written.

Linda M. Conner
Notary Public for the State of Idaho,
Residing at Blackfoot, Idaho.

AMERICAN LAND TITLE CO.

200701



638653 Frank B Jinnigan to Frank B + Michelle M Jinnigan

5/9/2024

Scale: 1 inch= 200 feet

File:

Tract 1: 0.6582 Acres (28672 Sq. Feet), Closure: s89.1156e 0.04 ft. (1/19846), Perimeter=847 ft.

01 /nw,25,1s,36e

07 n00e 15

02 /s0.30w 555.72

03 /n89.0601e 72.97

04 n62.0120e 311.53

05 s27.5840e 167.04

06 s87.4732w 353.79



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

May 14, 2024

MICHELLE FINNIGAN
FRANK FINNIGAN
513 E RIVER RD
FIRTH ID 83236-1110

Re: Change in Water Right Ownership: 35-13472 (Split into 35-13472 and 35-14870),

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right(s) to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

Your portion of each water right(s) has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Baily
Technical Records Specialist 1

Enclosure(s)

cc: DAVID BERGGREN
ANGELA BERGGREN
WATER DISTRICT 120
BINGHAM GROUND WATER DISTRICT