

11/18/2006

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

RIGHT NUMBER: 63-7092B

NAME AND ADDRESS: JANET K CROCKETT
9800 E HWY 21
BOISE ID 83716

DAVID H SPENCER
9800 E HWY 21
BOISE ID 83716

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.020 CFS
1.200 AFY

This right and 63-7423B are limited to a total combined diversion rate of .04 cfs and to a total combined annual diversion volume of 2.25 AF.

This right and Right No. 63-7423B are limited to a total combined diversion rate of .04 cfs and to a total combined annual diversion volume of 2.25 AF.

PRIORITY DATE: 04/18/1968

POINT OF DIVERSION:

T02N R03E S2 NESW Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	1/01 12/31	0.020 CFS 1.20 AFY
Domestic use is for 1 home.		

PLACE OF USE: DOMESTIC in ADA County

T02N R03E S11 Lot 2 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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

This right is subject to any current well agreement among users of the well covered under this right.

Right Nos. 63-7423A, 63-7423B and 63-7423C are also diverted through the point(s) of diversion described above.

11/05/2006

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

RIGHT NUMBER: 63-7092B

NAME AND ADDRESS: JANET K CROCKETT
9800 E HWY 21
BOISE ID 83716

DAVID H SPENCER
9800 E HWY 21
BOISE ID 83716

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.020 CFS
1.200 AFY

This right and 63-7423B are limited to a total combined diversion rate of .04 cfs and to a total combined annual diversion volume of 2.25 AF.

This right and Right No. 63-7423B are limited to a total combined diversion rate of .04 cfs and to a total combined annual diversion volume of 2.25 AF.

PRIORITY DATE: 04/18/1968

POINT OF DIVERSION:

T02N R03E S2 NESW Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	1/01 12/31	0.020 CFS 1.20 AFY
Domestic use is for 1 home.		

PLACE OF USE: DOMESTIC in ADA County

T02N R03E S11 Lot 2 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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Right Nos. 63-7423A, 63-7423B and 63-7423C are also diverted through the point(s) of diversion described above.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-7092B V1

WATER RIGHT NUMBER: 63-7092B V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	JANET K CROCKETT 9800 E HWY 21 BOISE, ID 83716 (208)344-9696
Original Owner	DEVELOPERS INTERNATIONAL INC PO BOX 1005 BOISE, ID 83701
Current Owner	DAVID H SPENCER 9800 E HWY 21 BOISE, ID 83716 (208)344-9696

Priority Date: 04/18/1968

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	1/01 to 12/31	0.020 CFS	1.20 AF
	<u>Total Diversion:</u>	0.020 CFS	1.20 AF

Location of Point(s) of Diversion

GROUND WATER	NE1/4SW1/4	Sec. 2, Twp 02N, Rge 03E, B.M.
ADA County		

Place of Use

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N	03E	11					X												
							L 2												

Conditions of Approval:

1. C18 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.
2. E60 This right and 63-7423B are limited to a total combined diversion rate of .04 cfs and to a total combined annual diversion volume of 2.25 AF.
3. X36 Right Nos.63-7423A, 63-7423B and 63-7423C are also diverted through the point(s) of diversion described above.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-7092B V1

4. E60 This right and Right No. 63-7423B are limited to a total combined diversion rate of .04 cfs and to a total combined annual diversion volume of 2.25 AF.

Remarks:Comments:

1. jshurte 11/5/2006 POD Complications

Comment: The condition stating that this right and Right Nos. 63-7423A & B are also diverted through the same well is based upon information in the file. The well location is owned by another which causes difficulties amongst the parties involved. The home covered under 63-7423A has not filed a transfer to change the point of diversion and it is being left in Sec. 2. Thus the remark leaving 7423A as being diverted from the same well. Also, 63-7423B does divert from the well in Sec. 2. See files for details from the claimant of 63-7092B and 63-7423B.

Dates and Other Information:

Decreed Date:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 Defendant:
 Plaintiff:
 Civil Case Number:
 Judicial District:
 Notice of Error Flag:
 State or Federal: S
 Owner Name Connector: AND
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

Combined Use Limits:Element Reviewed/Verified Dates:

Element	Last Reviewed Date	Reviewer	Last Verified Date	Verifier	Status
Summary			02/18/2005	lharris	Active
Contacts	11/5/2006 11:53:28 AM	jshurte			Active
Priority Date	11/5/2006 11:54:06 AM	jshurte			Active
POD	11/5/2006 11:54:33 AM	jshurte			Active
POU	11/5/2006 12:12:55 PM	jshurte			Active
Use	11/5/2006 12:13:16 PM	jshurte			Active
Season	11/5/2006 12:13:42 PM	jshurte			Active
Summary			11/05/2006	jshurte	Active
Source	11/5/2006 12:35:47 PM	jshurte			Active
Quantity	11/5/2006 12:35:49 PM	jshurte			Active

Verification Log:

Element	Date Time Stamp	Reviewer	Log text
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IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-7092B V1

Contacts	11/5/2006 11:53:28 AM	jshurte	(No) 1. Do you want to schedule an appointment? Comment for 1: License issued & exam conducted. Information in file.
General	11/5/2006 11:54:06 AM	jshurte	(No) 1. Should this water use have been included in a later court decree of the water rights from this source? (Yes) 4. Is the basis of claim decree or license? (Yes) 5. Does the decree or license have a Priority Date? (Yes) 6. Did the Claimant claim the decreed or licensed Priority Date ? (Yes) 15. Is the basis of claim coded correctly? (No) 16. Is a Priority Date remark and/or condition required?
POD	11/5/2006 11:54:34 AM	jshurte	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a POD? (Yes) 5. Can the claimed POD be verified using the water right file? (Yes) 10. Is a POD remark and/or condition required?
POD	11/5/2006 11:59:38 AM	jshurte	Updated shape
Summary	11/5/2006 12:14:58 PM	jshurte	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture? (Yes) 5. Does this right have any combined use limits with other rights? (Yes) 6. Is an additional remark and/or condition required? (Yes) 7. Would you like to view the recommended right?
Quantity	11/5/2006 12:35:49 PM	jshurte	(Yes) 1. Is the basis of this claim a Decree or License?
Use	11/5/2006 12:13:17 PM	jshurte	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 4. Does the Decree or License have a Purpose of Use? (Yes) 5. Can the claimed Purpose of Use be verified using the water right file? (No) 13. Is a Purpose of Use remark and/or condition required?
Source	11/5/2006 12:35:48 PM	jshurte	(Yes) 1. Is the basis of claim Decree or License?
POU	11/5/2006 12:05:00 PM	jshurte	Updated shape for Active POU

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-7092B V1

Season	11/5/2006 12:13:43 PM	jshurte	(Yes) 1. Is the basis of claim Decree or License? (Yes) 4. Does the Decree or License have a Period of Use? (Yes) 5. Can the claimed Period of Use be verified using the water right file? (No) 14. Is irrigation claimed as a Purpose of Use? (No) 18. Is a Period of Use remark and/or condition required?
Summary	2/18/2005 2:10:09 PM	lharris	(Yes) 1. Is the basis of this claim a Decree, License, Permit, Application or Posted Notice? (No) 2. Does any evidence indicate a five year period of continuous nonuse occurred that could result in recommending forfeiture or partial forfeiture?
POU	11/5/2006 12:12:55 PM	jshurte	(Yes) 1. Is the basis of this claim a Decree or License? (Yes) 2a. Is the POU required? (Yes) 5. Does the Decree or License have a POU? (Yes) 6. Can the claimed POU be verified using the water right file? (Yes) 14. Is a POU remark and/or condition required?

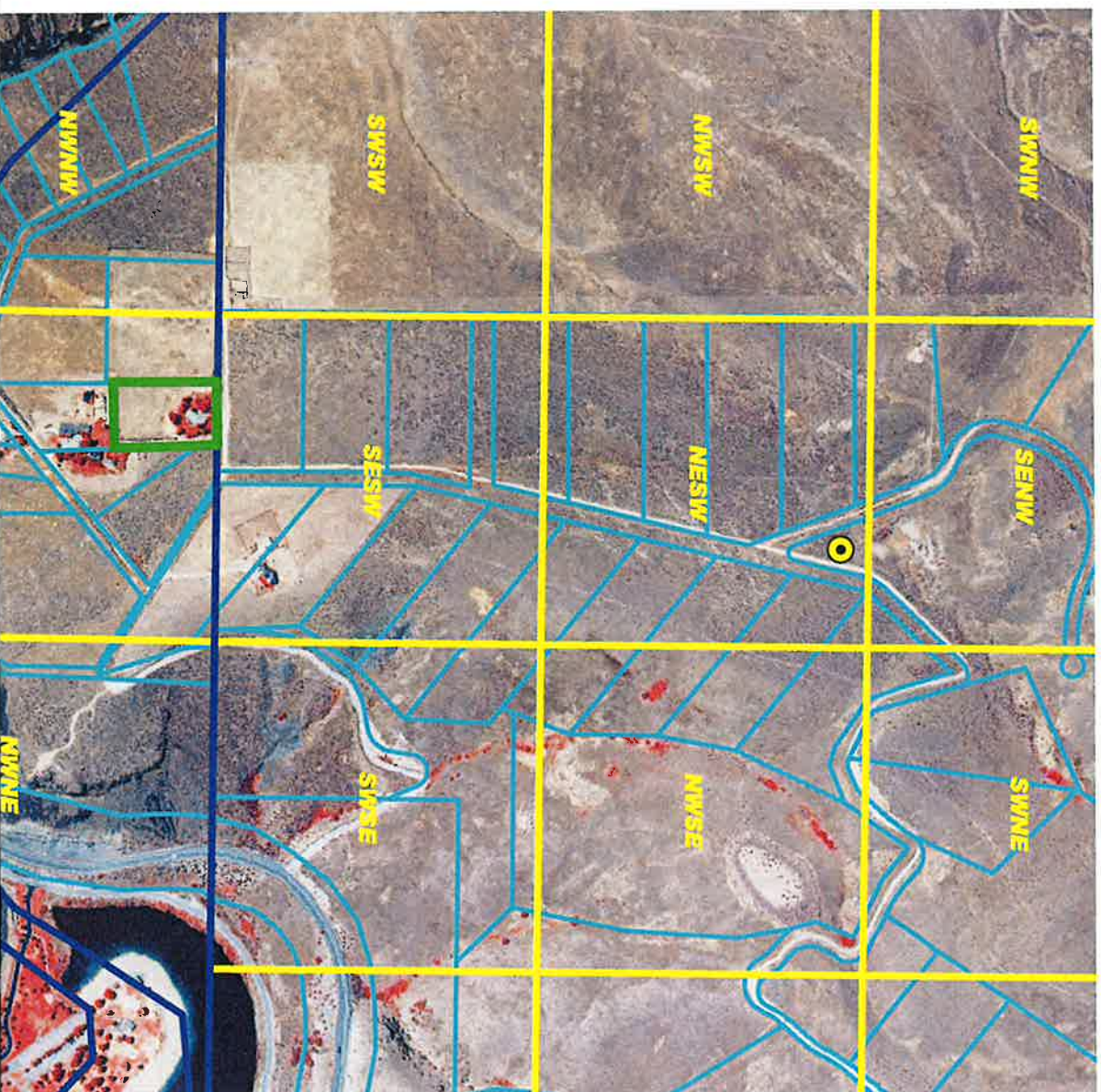
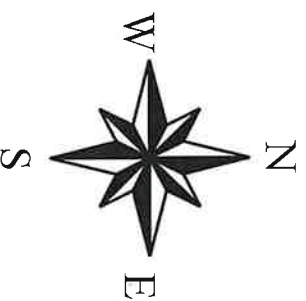
Water Supply Bank:

63-2092B

**IDAHO DEPT
OF WATER
RESOURCES**

2004 Photography

Date: November, 2006



IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-7092

WATER RIGHT NUMBER: 63-7092

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	RONALD C YANKE C/O RICHARD D HEATON ESQ 4414 S GEKELER LN PO BOX 5405 BOISE, ID 83705 (208)342-8901
Current Owner	LINDA L YANKE C/O RICHARD D HEATON ESQ 4414 S GEKELER LN BOISE, ID 83705 (208)342-8901
Original Owner	DEVELOPERS INTERNATIONAL INC PO BOX 1005 BOISE, ID 83701

Priority Date: 04/18/1968

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	1/01 to 12/31	0.020 CFS	1.20 AF
	<u>Total Diversion:</u>	0.020 CFS	1.20 AF

Location of Point(s) of Diversion

GROUND WATER	NE1/4SW1/4	Sec. 2, Twp 02N, Rge 03E, B.M.
ADA County		

Place of Use

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
02N	03E	2									X								

Remarks: SHALL NOT EXCEED .12 CFS.

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-7092A

WATER RIGHT NUMBER: 63-7092A

<u>Owner Type</u>	<u>Name and Address</u>
Original Owner	RONALD C YANKE C/O RICHARD D HEATON ESQ 4414 S GEKELER LN PO BOX 5405 BOISE, ID 83705 (208)342-8901
Current Owner	ALLYN KRUEGER 100 W STATE ST BOISE, ID 83702 (208)345-2006
Original Owner	PHILIP M KRUEGER 1311 WARM SPRINGS AVE BOISE, ID 83712 (208)342-1959
Current Owner	PHILIP M KRUEGER 100 W STATE ST BOISE, ID 83702 (208)345-2006
Original Owner	LINDA L YANKE C/O RICHARD D HEATON ESQ 4414 S GEKELER LN BOISE, ID 83705 (208)342-8901
Original Owner	DEVELOPERS INTERNATIONAL INC PO BOX 1005 BOISE, ID 83701

Priority Date: 04/18/1968

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	1/01 to 12/31	0.020 CFS	1.20 AF
	<u>Total Diversion:</u>	0.020 CFS	1.20 AF

Location of Point(s) of Diversion

GROUND WATER	NE1/4SW1/4	Sec. 2, Twp 02N, Rge 03E, B.M.
ADA County		

Place of Use

DOMESTIC

Twp	Rge	Sec		NE		NW		SW		SE							
	NE		NW		SW		SE		NE		NW		SW		SE		Totals

02N 03E 2 | | | X | |

Conditions of Approval:

Remarks:

1. General SUBJECT TO THE CONDITION THAT THE MAXIMUM RATE OF DIVERSION SHALL NOT EXCEED 0.12 CFS WHEN COMBINED WITH LICENSE NO. 63-07423 OWNERSHIP CHANGED BY LH 8/9/99.

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT
ADJUDICATION CLAIM NUMBER: 63-7092A

02/18/2005

1

Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acres/Total	Name
'423A	Claim	02N	03E	2	NE	SW		IRRIGATION	1.5/1.5	ALLYN KRUEGER
7423	Water Right	02N	03E	2	NE	SW		IRRIGATION	2/2	RONALD C YANKE
'092A	Claim	02N	03E	2	NE	SW		DOMESTIC		ALLYN KRUEGER
'423A	Claim	02N	03E	2	NE	SW		DOMESTIC		ALLYN KRUEGER
7092	Water Right	02N	03E	2	NE	SW		DOMESTIC		RONALD C YANKE

License of Water Right No. 63-7092 Priority April 18, 1968 Amount 0.02 cfs

THIS IS TO CERTIFY, that Developers International, Inc.

of Boise, Idaho, has complied with the terms and conditions of Permit No. 63-7092 issued pursuant to Application for Permit dated April 18, 1968, and has submitted proof to the Department of Water Administration on May 29, 1973, that he has applied water to a beneficial use; an examination by the Department indicates that the works have a capacity for the diversion of 0.02 cfs of water from a ground water source, tributary to _____, and that the permit holder has applied to a beneficial use & established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Domestic</u> from <u>Jan. 1</u> to <u>Dec. 31</u> at <u>0.02</u> cfs and <u>1.2 acre feet</u>			
from _____ to _____ at _____ cfs and _____			
from _____ to _____ at _____ cfs and _____			

(both dates inclusive)

Subject, however, to the condition that no more than * 0.02 cfs of water be diverted at any one time, and that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed 1.2 acre feet per year; said waters to be diverted within the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 2,
Twp. 2 N, Rge. 3 E, B. M. in the County of Ada

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
2 N	3 E	2									X (one house)								

Total number of acres irrigated _____

* Subject to the condition that the maximum rate of diversion shall not exceed 0.12 cfs when combined with License No. 63-7423.

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use herein described, as provided by the laws of Idaho.

Witness the Seal and signature of the Director, Office of Water, Boise, Idaho, this _____ day of _____

Permit No. 68-7092

Examination for b/u

Round _____
Recommended _____

Irrigation Requirement _____ Ac Ft/Ac

USE

Irrigation Q= _____ c.f.s. V= _____ AF/Ann. from _____ to _____
Domestic Q= .12 c.f.s. V= 3.6 AF/Ann. from Jan to Dec 31
Livestock Q= _____ c.f.s. V= _____ AF/Ann. from _____ to _____

Is water co-mingled? yes _____ no yes

Name source: Groundwater
twp. 2 N/S, Rge 3 E/W, B.M., Sec. 2, Sub. NE 1/4 SW 1/4 Ada County

Exchange? yes _____ no _____

Name source exchanged with: _____
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County

Point of injection:
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County

Point of exchange:
twp. _____ N/S, Rge _____ E/W, B.M., Sec. _____, Sub. _____ 1/4 _____ 1/4 _____ County

Total Q measured .12 cfs Method of measurement estimate

Total Q recommended .12 cfs Meter No. _____ Type _____ Condition _____

Total V recommended 3.6

Recommended Amendments:

P.D. _____
Place of Use _____
Other _____
None _____

MEASUREMENT CALCULATION:

$Q = (.04) \times (3) = .12 \text{ cfs}$
 $V = .12 \times 3 = 3.6 \text{ cfs}$

SYSTEM DESCRIPTION:

10 HP Submersible pump 8" well 300+ feet deep
buried pipelines to places of use

REMARKS:

Supplies water for 3 houses. Additional development may take place in the future - should be covered by a new application

l. R. R. 10 Dec 73

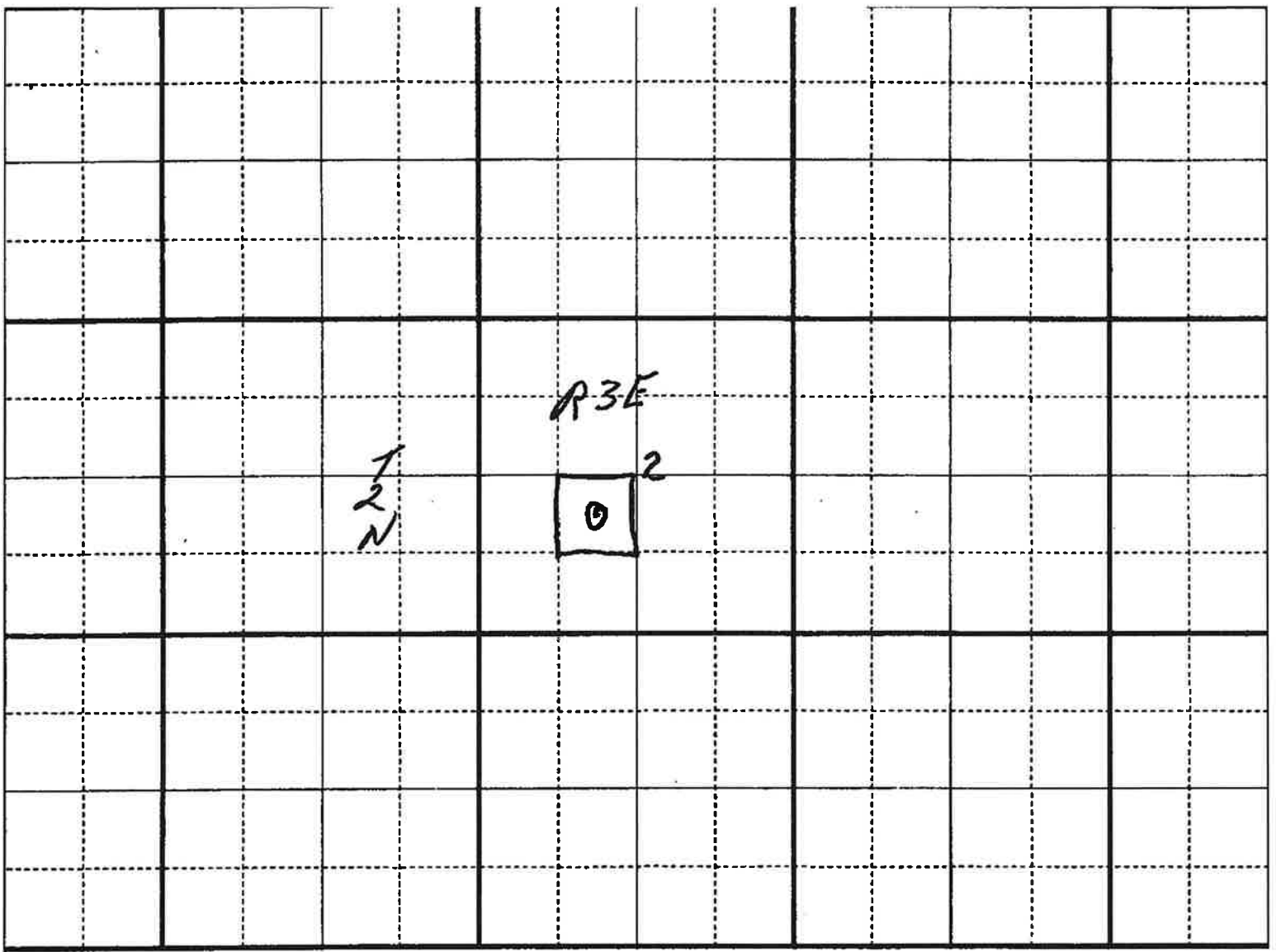
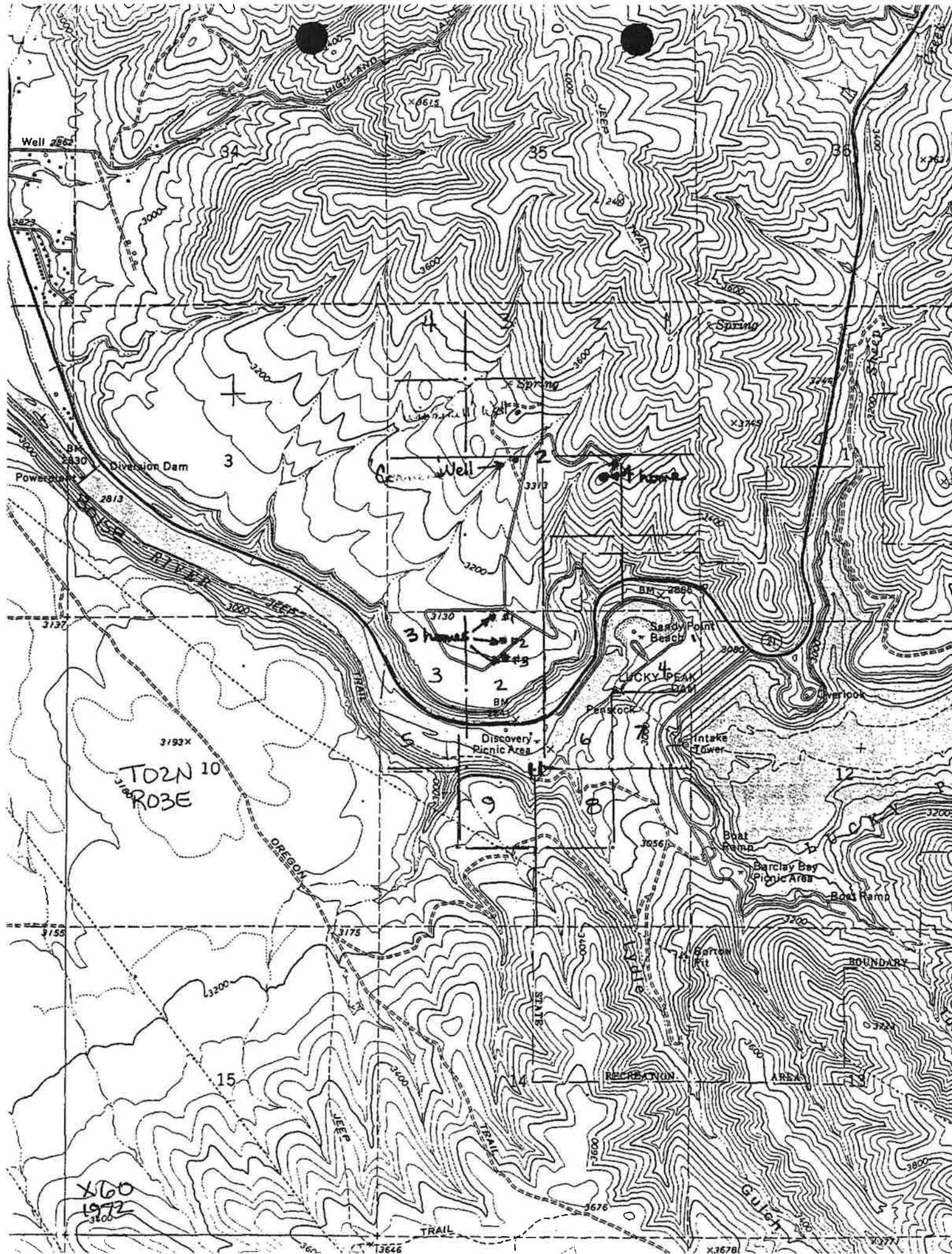


Diagram of System





Shurte, Jan

From: Crockett, Janet
Sent: Monday, August 02, 1999 3:27 PM
To: Shurte, Jan
Subject: RE: 63-07092 & 63-07423

Jan,

I heard from Gary this morning and will work with him in the future. Thanks so much for your help!

- Janet

-----Original Message-----

From: Shurte, Jan
Sent: Thursday, July 29, 1999 5:13 PM
To: Crockett, Janet
Cc: Shurte, Jan; Tuthill, Dave
Subject: 63-07092 & 63-07423

Janet:

In researching these rights I found the following:

Claim No. A63-07092 was filed on 8-4-1990 by Philip Krueger for the full amount of the original right. The original right was licensed for 1 home, .02 cfs and 1.2 afa. A change of ownership was submitted in 1991 to Ron Yanke.

Claim No. A63-07092B was filed by you and David H. Spencer on 6-21-1996. Roxanne Brown notarized the claim and you should have received a copy at that time. No further action has been taken on this claim and until that occurs we would not correspond with you on the claim. If a change of ownership had been done on the original Claim No. A63-07092 from Ron Yanke to you, then we would have notified you that the claim was changed to your name. In this case you have filed a duplicate claim - this is where two parties claim the same water right for the whole amount of the right. Once your duplicate claim was filed, Ron Yanke's claim number was changed to A63-07092A to reflect the duplicate claims. As of this date we have not received a change of ownership form from Ron Yanke to Philip Krueger for A63-07092A. Until that occurs, this claim will remain in Ron Yanke's name. The Department is not required to periodically check ownership and it is up to the new owners (or the original owners) to submit the change of ownership when the property is sold. If Ron Yanke were to submit a change of ownership and we changed the ownership to Philip Krueger we would notify the previous owner (Yanke) and the new owner (Krueger) of the name change. The Department is not required to notify neighboring owners, even if they are using the same well, unless those owners are listed on the same claim for which the ownership is filed.

Claim No. A63-07423- this claim was filed by Philip Krueger on 8-4-1990 for the full amount of the original right. The original right, 63-07423 was licensed for 3 homes at .12 cfs and 1.8 afa and 1.5 acres of irrigation at .03 cfs and 6.8 afa. A change of ownership was submitted from Krueger to Ron Yanke in 1991. This claim is still in the name of Ron Yanke. The claim number was changed to A63-07423A when the following B and C claims were filed to indicate duplicate claims filings.

Claim No. A63-07423B - this claim was filed by you and David H. Spencer on 6-21-1996 claiming 1 home for .04 cfs and 1.2 afa of the original right. You should have received a copy of this claim after Roxanne notarized it for you. During the final review of these claims, for recommendation to the Court, we will proportionately divide the original right equally amongst the homeowners, if your home is one of the original licensed under this right.

Claim No. A63-07423C - this claim was filed by Michael and Angela McGlathery on 6-21-1996 claiming 1 home for .04 cfs and 1.2 afa of the original right. During the final review of these claims it will also be recommended for a proportionate amount of the original right if it is one of the 3 homes originally licensed.

There is one other right, 63-10285, which has been licensed for the windmill well for 1 acre of irrigation. This appears to be located north of your area. This right does not require a claim filing in the Snake River Basin Adjudication since proof of beneficial use was submitted in 1990 after the commencement of the adjudication.

The claims listed above will be recommended in our 2nd report for Basin 63 for which the preliminary report is

tentatively due November, 2001. We are currently working in the Payette River Basin drainage. During our review of these claims we will research the ownerships at that time to ascertain exactly which homes were covered under these rights and the proportionate amounts of water will be recommended. If you are having a water delivery problem from a well you feel is covered under these rights, please notify Gary Spackman, in writing, and someone from the regional allocation staff can conduct an investigation. If you need copies of these files, please let me know. Sincerely, Jan Shurte

Shurte, Jan

From: Shurte, Jan
Sent: Thursday, July 29, 1999 5:13 PM
To: Crockett, Janet
Cc: Shurte, Jan; Tuthill, Dave
Subject: 63-07092 & 63-07423

Janet:

In researching these rights I found the following:

Claim No. A63-07092 was filed on 8-4-1990 by Philip Krueger for the full amount of the original right. The original right was licensed for 1 home, .02 cfs and 1.2 afa. A change of ownership was submitted in 1991 to Ron Yanke.

Claim No. A63-07092B was filed by you and David H. Spencer on 6-21-1996. Roxanne Brown notarized the claim and you should have received a copy at that time. No further action has been taken on this claim and until that occurs we would not correspond with you on the claim. If a change of ownership had been done on the original Claim No. A63-07092 from Ron Yanke to you, then we would have notified you that the claim was changed to your name. In this case you have filed a duplicate claim - this is where two parties claim the same water right for the whole amount of the right. Once your duplicate claim was filed, Ron Yanke's claim number was changed to A63-07092A to reflect the duplicate claims. As of this date we have not received a change of ownership form from Ron Yanke to Philip Krueger for A63-07092A. Until that occurs, this claim will remain in Ron Yanke's name. The Department is not required to periodically check ownership and it is up to the new owners (or the original owners) to submit the change of ownership when the property is sold. If Ron Yanke were to submit a change of ownership and we changed the ownership to Philip Krueger we would notify the previous owner (Yanke) and the new owner (Krueger) of the name change. The Department is not required to notify neighboring owners, even if they are using the same well, unless those owners are listed on the same claim for which the ownership is filed.

Claim No. A63-07423- this claim was filed by Philip Krueger on 8-4-1990 for the full amount of the original right. The original right, 63-07423 was licensed for 3 homes at .12 cfs and 1.8 afa and 1.5 acres of irrigation at .03 cfs and 6.8 afa. A change of ownership was submitted from Krueger to Ron Yanke in 1991. This claim is still in the name of Ron Yanke. The claim number was changed to A63-07423A when the following B and C claims were filed to indicate duplicate claims filings.

Claim No. A63-07423B - this claim was filed by you and David H. Spencer on 6-21-1996 claiming 1 home for .04 cfs and 1.2 afa of the original right. You should have received a copy of this claim after Roxanne notarized it for you. During the final review of these claims, for recommendation to the Court, we will proportionately divide the original right equally amongst the homeowners, if your home is one of the original licensed under this right.

Claim No. A63-07423C - this claim was filed by Michael and Angela McGlathery on 6-21-1996 claiming 1 home for .04 cfs and 1.2 afa of the original right. During the final review of these claims it will also be recommended for a proportionate amount of the original right if it is one of the 3 homes originally licensed.

There is one other right, 63-10285, which has been licensed for the windmill well for 1 acre of irrigation. This appears to be located north of your area. This right does not require a claim filing in the Snake River Basin Adjudication since proof of beneficial use was submitted in 1990 after the commencement of the adjudication.

The claims listed above will be recommended in our 2nd report for Basin 63 for which the preliminary report is tentatively due November, 2001. We are currently working in the Payette River Basin drainage. During our review of these claims we will research the ownerships at that time to ascertain exactly which homes were covered under these rights and the proportionate amounts of water will be recommended. If you are having a water delivery problem from a well you feel is covered under these rights, please notify Gary Spackman, in writing, and someone from the regional allocation staff can conduct an investigation. If you need copies of these files, please let me know. Sincerely, Jan Shurte

Shurte, Jan

From: Crockett, Janet
Sent: Thursday, July 22, 1999 12:34 PM
To: Tuthill, Dave
Cc: 'Dave Spencer'
Subject: 63-7092 and 63-~~7523~~ 7423

Dave,

Three years ago both my neighbor and I turned in our application through the adjudication process for the above water rights to be transferred to our names. We never heard back from IDWR.

Just recently, the well was sold from Ron Yanke back to Dr. Phillip Kreuger. We were not notified, but found out when the power went out on Sunday, we lost water and my neighbor went to well house to reset the fuses and the well house was locked.

My concern is that since we never heard anything about our application for the above water rights, the water rights for the domestic use may have been transferred to Dr. Kreuger with the sale of the well. Can you help me find out what is going on with the above water rights?

Also, the county/post office has changed our mailing addresses lately and is insisting that the new address be used asap. For IDWR water right records, our new addresses are as follows:

David Spencer and Janet Crockett
9800 East Highway 21
Boise, ID 83716

Mike and Angela McGlathery
9892 East Highway 21
Boise, ID 83716

Thanks very much,

Janet Crockett

Gibson, Gene

From: Graves, Lori
Sent: Friday, December 12, 2003 1:30 PM
To: Gibson, Gene
Subject: FW: WR 63-7092 and 63-7523

Hey Gene, could you contact Janet. It looks like you're working on her
Thx. lg

-----Original Message-----

From: Janet Kelly Crockett [mailto:jkcrockett@qwest.net]
Sent: Friday, December 12, 2003 12:40 PM
To: lgraves@idwr.state.id.us
Subject: WR 63-7092 and 63-7523

Lori,

I was told that you would be the one to contact about water right adjudication claims these days? I submitted a claim for water rights 63-7092 and 63-7523 in June of 1996 and have yet to hear anything from IDWR.

I would sure appreciate it if you would look into this and let me know the

status, or please let me know what I need to do to pursue this. One problem

may be our mailing address, which has since been changed twice by the Post

Office and they no longer deliver to our old addresses. Although I no longer work at IDWR and my daytime phone number as listed is no longer valid, my home number hasn't changed.

There have been some other changes since then. Ron Yanke no longer owns the

well and has no further interest in the well. The current owner, Phillip

Krueger, has recently expressed an interest in selling the well to us.

I had heard at one time that the holdup on our water right claim was that my neighbor had claimed 1.5 acres for his water right application, instead of

0.5 acres. (Our legal well agreement allows up to 1.5 acres irrigation and specifies that water rights are the responsibility of the individual).

I apologize for the length of my original claim. This well has been a point

of control and conflict from time to time and I was in a state of fear when

I put that together. Anyway, I sure would appreciate any enlightenment you

could give me on this. You can reach me at 344-9696. I do try to get my

email once a day, usually in the afternoon or evening. For the record, our

current mailing address is:

Janet K. Crockett and David H. Spencer
9800 E. Hwy 21
Boise, ID 83716

I hope all is well with you. I look forward to hearing from you.

Thanks so much,
Janet Crockett



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

August 3, 1999

DIRK KEMPTHORNE
GOVERNOR

Re: Notice of Claim to a Water Right No. **A63-07092B** & A63-07423B **KARL J. DREHER**
DIRECTOR

JANET K CROCKETT
DAVID H SPENCER
9800 E HWY 21
BOISE ID 83716

Dear Claimants:

Enclosed are copies of the above referenced claims which reflect your change in address.

The Department will contact you in the future concerning any requirements that may be needed in order to process these claims for final court decree.

If you have any questions concerning the enclosed claims, please feel free to contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Denise Buffington".

Denise Buffington
Records Clerk
Adjudication Section
Western Region Office

DB:db

Enclosure

Date: June 19, 1996

To: IDWR Adjudication:

Attached is a claim to portions of water rights 63-7092 and 63-7⁴23. Documents attached are:

- 1) A two page history of the homes, wells and water usages.
- 2) A one page timeline, summarizing the above.
- 3) Attachment A - copy of Lucky Peak quad with locations of all homes and wells noted.
- 4) Attachment B - copy of original Lucky Peak quad showing proof of homes A & B existing in 1971.
- 5) Attachment C - first well agreement
- 6) Attachment D - current well agreement
- 7) Attachment E - collection of photos showing mature landscaping, evidence of long term irrigation.

There is a list of contacts at the end of the second page. If you have any questions, please contact me at 327-5445 (work) or 344-9696 (home). Thank you,

Sincerely,


Janet K Crockett

TIMELINE

See Attachment A.

Home A:

- 1971, built by Emerson Steele, planted most existing trees
- 1972, sold to Estes
- 1974, sold to Anderson
- 1994, sold to Crockett/Spencer

SEC 2 well

Home B:

- 1971, built, then sold to Gundy
- 1976, sold to Krueger
- 1990, sold to Yanke
- 1991, sold to McGlathery

SEC 2 well

Home C:

- 1972, built for Burrows
- 1975, sold to Fish
- 1978, sold to Underwood
- 1985, sold to Knapp

TO JAMES

NO PDP CHANGE

Home D:

- 1990, built for Thompson

~~(Well logs attached)~~

Well 1:

- 1968, drilled by Harvey Stone to 525' (est. 10 gpm), on property of Home A.
- 1972, went dry.

Well 2:

- 1971, drilled by W.E. Stevens & Sons to 488' (80 gpm), on separate parcel belonging to Developer's International (Emerson Steele). Per Kathy Anderson, there was verbal agreement to maintain a community well with community ownership.
- 1977, sold to Krueger.
- 1990?, notice to reposses well by Developer's International.
- 1990, sold to Yanke.
- Currently provides water to two domestic homes (Crockett/Spencer, McGlathery) and total 1.5 acres of irrigation.

Well 3:

- 1985, Drilled by Bill Doty to 600' (10 gpm), for Underwood, on property owned by Anderson (Home A).
- 1988, Deepening attempted by Gestrin & Yanke. Well caved, reducing production to 3 gpm.
- Currently, this well is used as emergency backup water for Home A only (Crockett/Spencer). This well ^{may be} is not connected to the community water system. (by a buried valve)

Well 4:

- 1988, Drilled by Gestrin & Yanke to 830' (6.5 gpm) for Knapp on property of Home C.
- Currently provides water to one domestic home and less than 0.5 acres irrigation.

NEEDS REPAIR

Well 5:

- 1990, Drilled by Bill Doty to 470' (7 gpm), for Thompson, on property of Home D.
- Currently provides water to one domestic home and less than 0.5 acres irrigation.

Other Driller Reports on file at IDWR in Section 2 (no others in section 11) are as follows:

- Drilled in SE of NW by Harvey Stone in 1968 to 257', est. 28 gpm. Caved in or went dry in 1969.
- Drilled in SW of NW by SOS Well Drilling (Frank Skinner) in 1975 to 157', est. 10 gpm. Not used.
- Drilled in SE of NE by W.E. Stevens & Sons in 1976 to 375', 15 gpm. Not used.

Claim to Water Right: 63-7092 and 63-7423.

The following individuals claim portions of water rights 63-7092 and 63-7423, based on evidence presented in this document.

Janet K. Crockett and David H. Spencer water right 63-7092, non-additive to 63-7423
3904 Stagecoach Drive (street) domestic plus 0.5 acre irrigation, water right 63-7423
HC33 Box 1021 (mailing)
Boise, ID 83706

Mike and Angela McGlathery domestic plus 1.0 acres irrigation, water right 63-7423
9892 Stagecoach Drive (street)
HC33 Box 1023 (mailing)
Boise, ID 83706

The water right allows for one additional domestic use.

*There is a connection to a third home,
currently unused.*

Also, the two water rights need to be corrected for place of use. Place of use in both water rights is listed as Section 2, but both are actually in Section 11, Township 03N, Range 02W, as noted on the attached map. (Attachment A). Despite the intent when the water rights were originally filed, no homes were built in section 2 until 1990. That home is on it's own well, irrigating less than 0.5 acres. The point of diversion on both water rights is correct in Section 2.

There are three homes in the NW quarter of section 11 all built around 1971, with a fourth home in section 2 built in 1990. In 1968, Emerson Steel applied for and was subsequently granted a water right (63-7092) for a community well drilled on the property where he built his home in 1971. The well (525 ft, drilled by Harvey Stone) did not produce as planned (10 gpm) and was able to produce enough for only one home. This well was used by Emerson Steele and his family for domestic use and irrigation of 0.5 acres of land around the home for the year that they lived there.

In May of 1971, Emerson Steele applied for and was subsequently granted a new water right (63-7423) to supply water for a 25 home community. The well (488 ft, drilled by W.E. Stevens & Sons in the SE quarter of the NW quarter of section 2) did not produce as planned (80 gpm) and was at first used for the only other home that was in existence at the time, a family named Gundy who used the water for domestic use and irrigation of 0.5 acres of land surrounding the home. The two homes are shown on the USGS 7.5 minute quad, Lucky Peak, which was published in 1972 (Attachment B).

In 1972, Emerson Steele sold his home and personal property to a family named Estes. One month after they bought the home, the original well went dry and they connected to the community well, along with the Gundy family. In 1972, Ken Burrows built the third home in section 11 (later sold to Fish) and that home was also connected to the same community well for domestic use and irrigation of 0.5 acres of land surrounding the home.

A field exam was performed by IDWR on each water right during the summer of 1973, both finding that water use was being supplied to three homes and 0.5 acre of irrigation for each home.

In 1974, the Estes family sold their home to the Andersons. The well and water rights were still owned by Emerson Steele through his development company, Developers International Inc., and the three families paid a monthly sum to Steele for the water as a community water system.

In 1976, the Gundy family sold their property to Phillip Krueger. That same year, the 3 families (Andersons, Krueger and Fish) met to develop a plan and funding to buy the community well. Shortly after that discussion, in secret, Phillip Krueger bought the community well directly and transferred both water rights to his own name. Krueger then charged a monthly fee to the other two families. In 1978 Fish sold his property to Underwood. When Krueger began irrigating alfalfa fields (did not find water right for this), it caused significant negative impact to the Andersons and Underwoods water supply. Both neighbors repeatedly complained and their requests for an uninterrupted water supply were ignored. Krueger then cut off the Underwood's water supply from the well. The water supply was restored shortly afterwards by a court injunction. The Underwood's drilled a well on the Anderson property, but the connection was never made to their home as several attempts to lay the pipe were stopped by

Krueger, even though the water line was laid along the road in a utility easement. The Underwoods began legal proceedings in 1984. In 1985, the Underwoods sold their home to the Knapps. The legal proceedings continued until 1988, when the Knapps desired to discontinue legal action. The Knapps drilled their own well in 1988.

After numerous negotiations, on March 31, 1988, the Andersons paid Krueger \$10,000 for half ownership of the well. A well agreement was drawn up and signed by Krueger showing that Andersons owned half the well and that maintenance and power costs would be split between the two families (Attachment C).

In 1990, Krueger sold his property and the well to Ron Yanke. The well ownership was assigned entirely to Ron Yanke in a new well agreement. The agreement specifies that all maintenance costs are the responsibility of the well users, not the well owner (Attachment D). The three water users indicated in the well agreement were Yanke (former Krueger home), Anderson's and Developer's International. Developer's portion of the agreement was to go in to effect only when they built on their property. The Krueger home was rented out for a short period and then sat empty.

In 1991, Yanke sold the home purchased from Krueger to the McGlathery family, but kept ownership of the well and well property. In 1994, the Andersons sold their property to the Crockett/Spencer family. The well agreement, drawn up by the Yankes, Developer's International and Andersons, transferred to the McGlathery and Crockett/Spencer families (and Developer's International).

Collectively, the two water rights 63-7092 and 63-7423 provide for domestic use for 3 homes with 0.5 acres of irrigation for each of those homes. Those three homes have been the only historically continuous, legal use of the water from this community well since 1971. All three homes are still using the allowed amount of water as specified in water right 63-7423, though the Knapp home is now at a single and separate point of diversion.

Currently the two water rights are under the name of Ron Yanke who owns the well. The well is not managed as a community water system. The domestic water users are currently Mike and Angela McGlathery, and Janet Crockett and Dave Spencer. There are two other homes as mentioned above that have their own separate wells for domestic use and irrigation of 0.5 acres. There are no other continuous, legitimate uses of water in this area other than watering of livestock by a rancher who does not live on the plateau. As evidence of the length of time of irrigation at these three homes are the attached photos showing mature, non-native trees (Attachment E).

Since the well is no longer maintained as a community water system, the two water rights under issue need to include the names of the actual water users. Water right 63-7092 is the water right for the property that once belonged to Emerson Steele and now belongs to the Crockett/Spencers. The historical use of that water has always been for that property and no other. Water Right 63-7092 should be modified to show ownership by Janet K. Crockett and David H. Spencer. Water Right 63-7423 should be modified to include Janet K. Crockett and David H. Spencer for domestic use and irrigation up to 0.5 acre and Mike and Angela McGlathery for domestic use and irrigation of up to 1.0 acres. The two water rights are non-additive, meaning that the amount of irrigation for the Crockett/Spencer family is still the same as specified on 63-7423.

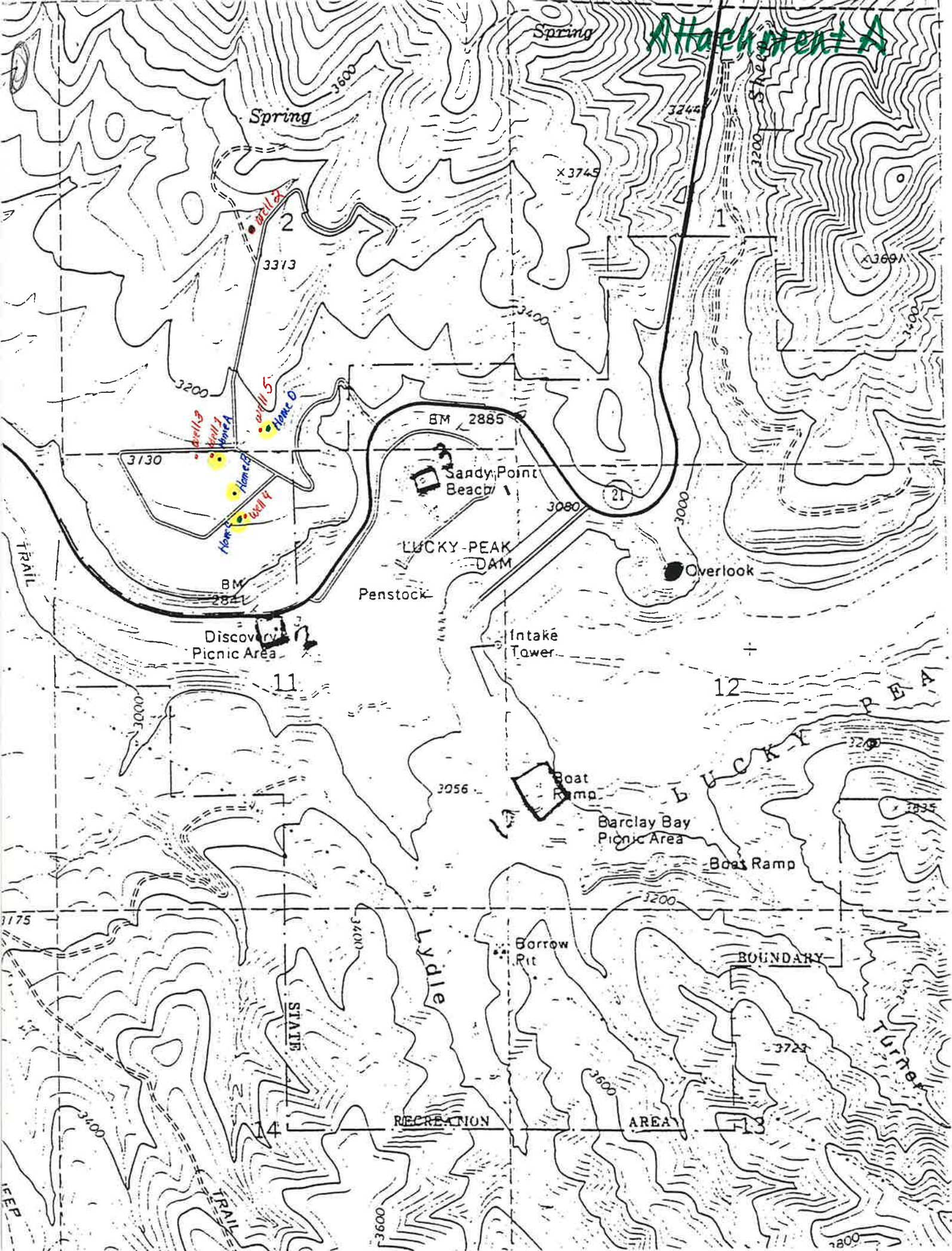
Contacts with daytime phone numbers, if needed in the investigation are:

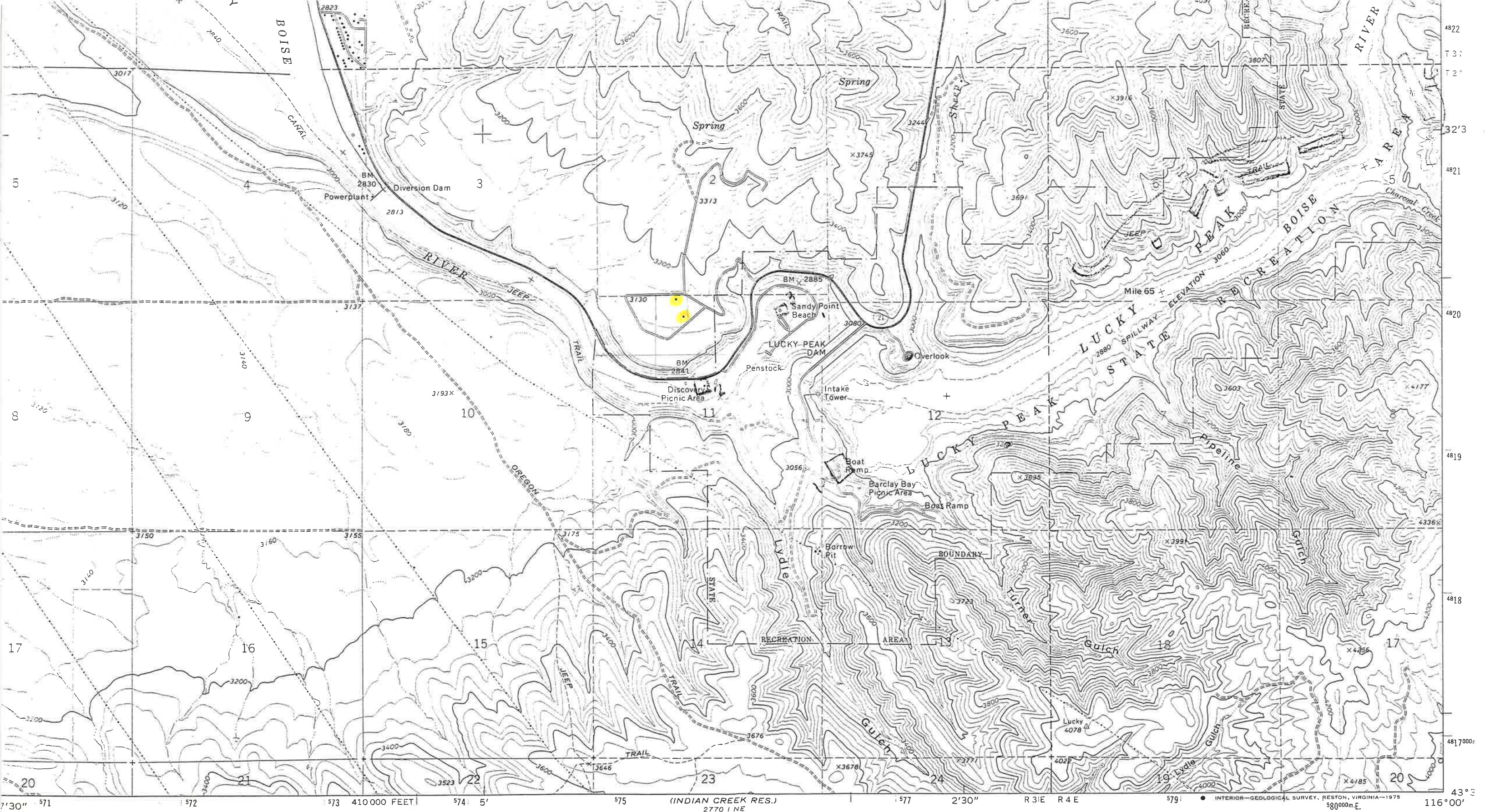
Janet K. Crockett	327-5445	
Mike McGlathery	342-5815	or 890-5777; willing to provide affidavit
Bill Anderson	336-4640	Willing to provide affidavit
Kathy Anderson	853-2105	Willing to provide affidavit
Jim Underwood	342-6532	Willing to provide affidavit if necessary
Mike Ford	336-2954	Property manager for Ron Yanke

Janet Shaw

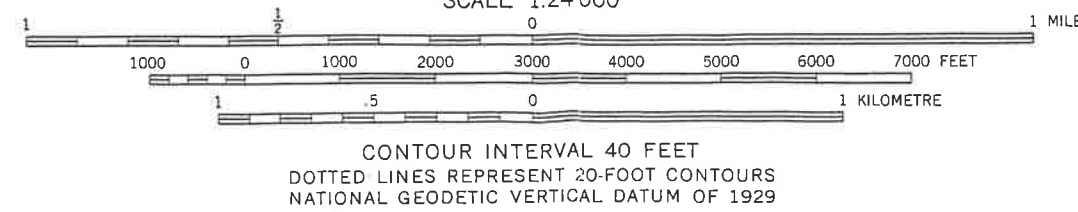
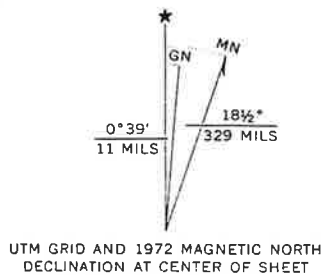
Emerson Steele's daughter

Attachment A





Mapped, edited, and published by the Geological Survey
Control by USGS and NOS/NOAA
Topography by photogrammetric methods from aerial
photographs taken 1971. Field checked 1972
Underwater contours by USCE
Projection and 10,000-foot grid ticks: Idaho coordinate
system, west zone (transverse Mercator)
1000-metre Universal Transverse Mercator grid ticks,
zone 11, shown in blue. 1927 North American datum
Thin red dashed lines indicate selected fence lines



ROAD CLASSIFICATION	
Primary highway, hard surface	Light-duty road, hard or improved surface
Secondary highway, hard surface	Unimproved road
Interstate Route	U. S. Route
	State Route

LUCKY PEAK, IDAHO
SE/4 BOISE 15' QUADRANGLE

Idaho Clinic for Obstetrics & Gynecology, P.A.



Philip M. Krueger, M.D., Diplomat, A.C.O.G.
Infertility, Obstetrics, Gynecology & Endocrinology

6565 W. Emerald, Boise, Idaho 83704 322-1191

March 17, 1988

John Anderson
604 West Franklin St.
Boise, Idaho 83702

Dear Bill:

Rick Smith felt that a Warranty Deed would be the best way to handle this sale for you until I can get the underlying debt removed.

I am also enclosing the revised Water Users' Agreement for your review.

Thanks for your willingness to do this for me and I hope we can finally get this done.

Sincerely,

Philip M. Krueger, M.D.

PMK/mar
Encl.

WARRANTY DEED

THIS INDENTURE made this _____ day of March, 1988, by and between PHILIP M. KRUEGER and ALLYN KRUEGER, husband and wife, parties of the first part, hereinafter referred to as "Grantor," and JOHN W. ANDERSON and KATHRYN ANDERSON, husband and wife, parties of the second part, hereinafter referred to as "Grantee," who have stated their current address to be: 3904 Stagecoach Road, Boise, Idaho 83706.

WITNESSETH, that

The said Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00), and other good and valuable consideration, lawful money of the United States of America to them in hand paid by the said Grantee, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said Grantee, and to their heirs and assigns forever, an undivided one-half interest in the following real property situate in the County of Ada, State of Idaho, to-wit:

Beginning at the corner common to Sections 2, 3, 10 and 11, Township 2 North, Range 3 East, B.M.; thence N. 89°20'18" E., 1327.60 feet on the line common to said Sections 2 and 11 to the W. 1/16 corner; thence N. 0°51'01" W., 2514.70 feet; thence N. 88°45'12" E., 810.22 feet to the Real Point of Beginning;

Thence S. 21°28'52" E., 75 feet to a point;
thence N. 51°02'33" E., 50 feet to a point;

thence N. 21°28'52" W., 75 feet to a point;
thence S. 51°02'33" W., 50 feet to the Real
Point of Beginning.

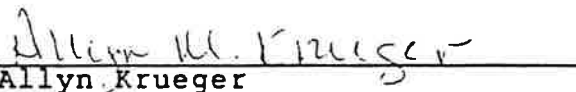
TOGETHER with all pumping equipment, casing, pipe, and
other improvements related or in any way connected with the
operation of a well on said premises.

TO HAVE AND TO HOLD all and singular the above mentioned
and described premises, together with the appurtenances, unto the
said Grantee, and to their heirs and assigns forever.

The said Grantor WARRANTS to the Grantee that they are
lawfully seized of the above-described real property in fee
simple; that Grantor has lawful right to convey the said
property, and that the same is free and clear of any and all
encumbrances of every kind and description, EXCEPT: taxes for
the year 1988, and easements of record, if any.

IN WITNESS WHEREOF the said Grantor have hereunto set
their hands the day and year hereinabove first written.


Philip M. Krueger


Allyn M. Krueger

STATE OF IDAHO)
) ss.
County of Ada)

On this 17 day of March, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared PHILIP M. KRUEGER and ALLYN KRUEGER, husband and wife, known to me to be the person 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.

Karen J. Newby
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 6/91

WELL USERS' AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 1988, by and between JOHN W. ANDERSON and KATHRYN ANDERSON, husband and wife, and PHILIP M. KRUEGER and ALLYN KRUEGER, husband and wife, hereinafter referred to as the parties.

WHEREAS, the parties herein are the owners of certain parcels of lands in close proximity to each other and are currently obtaining water from a well owned by the parties and situated on a parcel of land located in the Southwest corner of Section 11, T. 2N., R. 3E., Boise Meridian, Ada County, Idaho, more particularly described in Exhibit A;

WHEREAS, the Andersons own a home in Section 11, T. 2N., R. 3E., Boise Meridian, Ada County, Idaho, more particularly described in Exhibit B;

WHEREAS, the Kruegers own a home and adjoining lands in Section 11, T. 2N., R. 3E., Boise Meridian, Ada County, Idaho, more particularly described in Exhibit C; and

WHEREAS, the parties are desirous of defining and settling their rights as to the use of said well.

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

1. The parties shall together all have exclusive use of said well, in compliance with the well permits and in

compliance with Licenses of Water Right Nos. 63-7423 and 63-10285.

2. In compliance with the well permits, water use and irrigation shall be limited to domestic and agricultural watering. In the event of a conflict between domestic and agricultural uses, domestic uses shall have priority, and the well owners shall exercise their discretion in determining when such a conflict exists, and in regulating and controlling the agricultural usage so as to least interfere with domestic uses. Permissible means of such regulation and control shall include agricultural watering during certain portions of the week and/or during certain portions of the day. The parties acknowledge that one or more of the parties may presently own or in the future acquire adjoining or nearby property to which access to water from the well may be desirable. The parties agree and acknowledge that the well owners shall permit such additional uses of water from the well upon submission of evidence satisfactory to them that such additional uses shall not materially affect the quality and quantity of the water supplied to the existing users. Such evidence may be in the form of a certificate, report or study performed by a qualified engineer, and may require construction of storage tanks or other facilities to assure proper quantities of water for both the additional and existing uses.

3. The parties acknowledge that a principal purpose of this agreement is to create an orderly procedure for sharing the

costs of operation of the well. The following procedure shall be implemented in order to accomplish this purpose:

A. Promptly following the execution of this agreement, the parties shall cause meters to be installed at appropriate locations upon the property of each party so as to measure the amount of water used by each party. Each party hereby grants to other party, and their agents and contractors, a license to enter upon such parties' property for the purpose of installing and maintaining such meters, and for reading such measured water usage on a periodic basis. The cost of installing such meters shall be divided equally between the parties. The cost of maintaining such meters shall be a total cost of operating the well subject to allocation as set forth in paragraph D of this section.

B. The parties shall establish a standard monthly charge to be billed to the parties, which shall be based upon a reasonable estimate of the cost of providing water to the parties on a continuing bases.

C. At six (6) month intervals, the parties shall determine the total cost of operation during the previous six-month (6) period, and shall allocate such costs among the parties in the proportion of each party's use of water to the total usage of water during that period. Such usage shall be determined at the end

of the six-month (6) interval by one of the parties, or their authorized agent, reading the meters of each party on or near the last day of the sixth month. The parties shall give notice of the total amount due from each party, which shall reflect a credit for the standard monthly payments made by each party as provided in paragraph B hereof.

D. The costs subject to allocation and assessment pursuant to this section shall include all costs of operating, maintaining, and administering the well and the distribution of the water therefrom, except as otherwise provided in Section 6 hereof. In the event that such repairs require the purchase of assets, such as pipes or pumping equipment that might, under generally accepted accounting principals, require an amortization or depreciation over the useful life of such equipment, the total costs of such assets shall nonetheless be included within the costs subject to allocation pursuant to this section.

4. The right of use provided herein shall continue indefinitely.

5. The rights of the parties pursuant to this Agreement shall pass to their successors in interest, assigns, heirs, devisees, executors, beneficiaries and any future owners of the parcel of land belonging to each party and in the case of the divorce of any of the married parties, the rights of this

Agreement shall pass to the successor or taker of the parties' real property interest herein.

6. In further consideration for this Agreement, the parties shall keep and maintain the well, which is the subject of this Agreement, in good condition and repair. This refers to repairs made to any part of the well or lines except for lines that are on or under property described in Exhibits B, C and D. It shall be the mutual responsibility of the parties to cause all maintenance and repairs to be performed and to keep the records of all costs and maintaining the well and provide all other parties with said records from time to time or upon request. However, subject to the limitations set forth in Section 8 hereof, all parties shall have the right to cause necessary maintenance and repairs to the well system to be performed and, upon presentation of a valid receipt for the costs of the work done, shall be reimbursed by the other parties to this Agreement in the proportions recited herein. All repairs to lines on or under the lots described in Exhibits B, C and D shall be borne by the individual lot owners of the lot that contains those lines unless the repairs are for the purpose of supplying domestic water to a lot of another party. In that case, the repairs shall be divided equally between the lot owner whose lot contains the lines and the lot owner who uses those lines for access to water.

7. Each party hereto expressly gives consent to all other parties hereto to come on each party's respective land to repair or replace water lines that join the main junction box

that is connected to the well. If any water lines become damaged beyond repair, the party whose house lines are connected to the damaged water lines may enter on the property of those lines to replace them. All repairs to lines or equipment lying between the main junction and the individual homes shall be made and paid for by the individual home owner.

8. The parties acknowledge that they each own an undivided one-half interest in the well and related property, and that it will be necessary for them to cooperate in the management of the operations of the well, including the maintenance thereof, the delegation of responsibility for reading meters, and related matters. Although each party shall have the right to make repairs to the well, as provided in Paragraph 6 hereof, no party shall have the right or authority to make or authorize expenditures in excess of \$500 without the consent of the other party. In the event of the failure of the parties to agree upon the necessity for such expenditure, or in the event of any other dispute between the parties, the matter shall be submitted to arbitration under the rules for arbitration set forth by the American Association of Arbitrators. The cost of such arbitration shall be borne by the losing party. Such arbitration shall be binding and shall be the complete and exclusive remedy for disputes arising under this Agreement.

9. Each party shall be allowed to keep the existing lines that carry water to the household for domestic purposes and

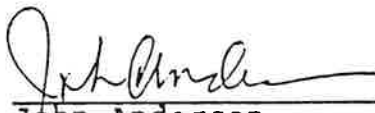
shall be allowed to replace such lines for such uses as reasonably needed.

10. Failure of any of the parties herein to abide by any terms of this Agreement shall be deemed a material breach of this Agreement. Any judgment rendered pursuant to legal action for any breach of this Agreement shall include interest, reasonable attorney fees and court costs against the non-prevailing party. Injunctive action may be sought to restore property to the condition it should have been or should be pursuant to this Agreement, and attorney fees and costs shall be paid by the non-prevailing party.

11. This Agreement shall be assignable by either party without the consent of the other and shall be binding on the successors in the interest and assigns of the parties. This Agreement shall run with the land and whoever may take the interest of any parties hereto shall take the interest subject to this Agreement. This Agreement shall be recorded in Ada County.

IN WITNESS WHEREOF, the parties hereto and hereunto set their hands and seals the day and year first above written.

Dated: 3-28-88


John Anderson

Dated: 3-28-88


Kathryn Anderson

Dated: _____

Philip M. Krueger

Dated: _____

Allyn Krueger

STATE OF IDAHO)
) ss.
County of Ada)

On this 28th day of March, 1988, before me,
M. Alice Maurer, a Notary Public in and for
said state, personally appeared JOHN ANDERSON and KATHRYN
ANDERSON, husband and wife, 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.

M. Alice Maurer
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires on 2/7, 1991

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 1987, before me,
_____, a Notary Public in and for
said state, personally appeared PHILIP M. KRUEGER and ALLYN
KRUEGER, husband and wife, 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.

Notary Public for Idaho
Residing at _____, Idaho
My commission expires on _____, 19__

EXHIBIT A

Beginning at the corner common to Sections 2, 3, 10 and 11, Township 2 North, Range 3 East, B.M. Ada County, Idaho; thence N. $89^{\circ}20'18''$ E., 1327.60 feet on the line common to said Sections 2 and 11 to the W. 1/16 corner; thence N. $0^{\circ}51'01''$ W., 2514.70 feet; thence N. $88^{\circ}45'12''$ E., 810.22 feet to the Real Point of Beginning;

Thence S. $21^{\circ}28'52''$ E., 75 feet to a point;
thence N. $51^{\circ}02'33''$ E., 50 feet to a point;
thence N. $21^{\circ}28'52''$ W., 75 feet to a point;
thence S. $51^{\circ}02'33''$ W., 50 feet to the Real Point of Beginning.

EXHIBIT F

BEGINNING at the NW corner of Section 11, Township 2 North, Range 3 East, Boise Meridian, Ada County, Idaho.

Thence N. $89^{\circ}20'17''$ E., 1603.62 feet to the real point of beginning; thence N. $89^{\circ}20'17''$ E., 245.0 feet to a point; thence S. $03^{\circ}37'14''$ E., 721.0 feet to a point, thence S. $49^{\circ}10'14''$ W., 360.0 feet to a point; thence N. $01^{\circ}05'23''$ W., 952.27 feet to the real point of beginning.

EXCEPT Beginning at the NW corner of Section 11, T. 2N., R. 3E., B.M.; thence No. $89^{\circ}20'17''$ E., 1603.62 feet to a point; thence S. $01^{\circ}05'23''$ E., 430.0 feet to the real point of beginning; thence N. $88^{\circ}22'$ E., 263.72 feet to a point; thence S. $03^{\circ}37'14''$ E. 295.0 feet to a point; thence S. $49^{\circ}10'14''$ W., 360.0 feet to a point; thence N. $01^{\circ}05'23''$ W., 522.27 feet to the real point of beginning.

JOHN W. OR KATHRYN R. ANDERSON

3904 STAGECOACH RD.

HC 33, BOX 1021 PH. 340-6748

BOISE, ID 83708

9594

3131 1988

92-603
1241

052000584

\$ 10,000⁰⁰

PAY TO THE ORDER OF

PHILIP R. REGER

Ten Thousand

DOLLARS

First Security Bank
of Idaho

BOISE OFFICE
P.O. BOX 1069, BOISE, IDAHO 83730

NATIONAL ASSOCIATION

MEMO

John W. Anderson

1: 124100064:003 15192 4211 9594 10001000000000

9037279

WATER AGREEMENT AND GRANT OF EASEMENT

THIS AGREEMENT ("Agreement") made and entered into this 30 day of May, 1990, by, between and among DEVELOPERS INTERNATIONAL, INC., an Idaho corporation ("Developers"), RONALD C. YANKE and LINDA L. YANKE, husband and wife, of Boise, Idaho ("Yankes"), and JOHN W. ANDERSON and KATHRYN R. ANDERSON, husband and wife, of Boise, Idaho ("Andersons").

R E C I T A L S

WHEREAS, Yankes are the owners of real property more particularly described on Exhibit A, and upon which is located a water well (the "Well"); and

WHEREAS, the Andersons own real property, with a dwelling located thereon, in Section 11, T.2N., R.3E., Boise Meridian, Ada County, Idaho, more particularly described in Exhibit B, and the Yankes own real property, with a dwelling located thereon, in Section 11, T.2N., R.3E., Boise Meridian, Ada County, Idaho, more particularly described in Exhibit C (together sometimes herein-after referred to as the "Properties"); and

WHEREAS, Developers owns real property located in Section 2, T.2N, R.3E, Boise Meridian, Ada County, Idaho, more particularly described in Exhibit D (the "Developers Property") upon which the erection of a single-family dwelling is contemplated; and

WHEREAS, Developers, Yankes and Andersons desire to define and settle each party's rights and obligations incident to the

use of the Well located on the real property described on Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. All parties acknowledge that the ownership of the Well and the real property where it is located is in Yankes, and all parties agree to execute any and all documents reasonably necessary to establish Yankes' ownership in recordable form, said documents to contain reservations of rights to use of water from the Well as provided herein.

2. Yankes hereby grant to Andersons or their assigns the right to continued uninterrupted use of the Well for the purpose of providing water to Andersons' property; provided, however, water use and irrigation shall be limited to domestic use for one residence and irrigation water for approximately one and one-half ($1\frac{1}{2}$) acres.

3. Yankes hereby grant to Developers or its assigns the right of use of the Well for the purposes of providing domestic water for one residence and providing irrigation water for approximately one and one-half ($1\frac{1}{2}$) acres to the Developers Property described on Exhibit D, and further grants any and all easements as shall be necessary for the installation of any system or systems for the transportation of water from the Well to the Developers Property.

4. Yankes agree that the use of the Well for their property shall be limited to domestic use for one residence and irrigation water for approximately one and one-half (1½) acres of property.

5. To create and preserve an orderly procedure for sharing the costs of obtaining water from the Well, the parties agree that:

A. Yankes and Andersons and Developers will each pay all costs associated with the transportation to and distribution of water upon their respective properties. Developers shall have no obligations whatsoever to maintain, repair or pay electricity costs until such time as water is put to actual beneficial use on the Developers Property.

B. Within sixty (60) days of the execution of this Agreement, the Yankes and Andersons shall cause meters to be installed at appropriate locations upon each of their properties to measure the amount of water used by Yankes and Andersons and within thirty (30) days of the diversion for beneficial use on the Developers Property, Developers shall cause a meter to be installed at an appropriate location to measure the amount of water used on the Developers Property. Each party hereby grants to the other parties and their agents and contractors, a license to enter upon such party's property for the purpose of installing and maintaining such meters, and for reading such measured water usage on a

periodic basis. The cost of installing any meters as of the execution of this Agreement shall be paid by the party for whose use of water the meter will measure.

Provided, however, Yankes and Andersons may both mutually agree to extend indefinitely the timeframe when both parties shall be required to place meters on their appropriate waterlines. Should they agree to this extension, either Yankes or Andersons, at any time in the future, may serve notice on the other party of their desire to require meters to be installed, and both parties shall immediately be required to install the meters. In addition, should Developers, or its successors, construct a dwelling and require use of the Well, all parties agree that the meters will then be installed.

C. The parties shall establish a standard monthly charge to be billed to the parties actually beneficially using water based upon a reasonable estimate of the electricity costs of providing water to the parties on a continual basis.

D. Not less frequently than every six (6) months, the parties shall determine the total cost (excluding the cost described in paragraph E herein) of operation during the previous six-month period or such shorter time as has passed since accounts were settled, and shall allocate such costs among the parties in the proportion of each party's use of

water to the total use of water during that period. The parties shall give notice of the total amount due from each party, which shall reflect the credit for the standard monthly payments made by each party as provided in paragraph C above.

E. The costs of operating, maintaining and administering the Well (excluding electricity costs described in paragraph C above), but including the repair or replacement of assets such as pipes or pumping equipment, shall be borne by Yankes and Andersons equally. At such time as Developers or its assigns commence beneficial use of the water, the costs shall be split in three (3) equal shares. The cost of maintaining meters and systems for the delivery of water to each party's property shall be borne by the party whose property benefits from the use of each such system or meter.

6. Each party shall be responsible for submitting claims covering their own water rights and water uses in the Snake River Adjudication. Each party shall be responsible for applying for, obtaining, amending, etc. any such water rights and licenses for their uses as allowed by this Agreement. All water uses provided for in this Agreement must be in compliance with the Idaho Department of Water Resources' requirements.

7. Each party grants consent to each other party to come onto that party's land to repair or replace water lines that join the main junction box connected to the Well. If any water line

becomes damaged beyond repair, the party whose house lines are connected to the damaged water lines may enter on the property of those lines to replace them. All repairs to lines or equipment lying between the main junction and the individual homes shall be made and paid for by the individual homeowner. Each party shall be allowed to keep the existing lines that carry water to the household for domestic purposes and shall be allowed to replace said lines for such uses as are: (i) reasonably necessary; and (ii) substantially similar in nature and quantity to uses to which said party puts water as of the date of this Agreement, and Developers shall be entitled to install lines and divert water for such uses as are reasonably necessary to the full enjoyment of domestic and agricultural use of the Developers Property. It shall be the mutual responsibility of the parties to cause all maintenance and repairs to be performed and to keep the records of all costs in maintaining the Well and provide all other parties with said records from time to time or upon request.

8. This Agreement may be assigned by any party to any successor in interest of the property benefited by this Agreement without consent of the others and shall be binding upon the successors in interest and assigns of the parties.

9. The rights of the parties pursuant to this Agreement shall pass to their successors in interest, assigns, heirs, devisees, executors, beneficiaries and future owners of the properties benefited by this Agreement, and in the case of

divorce of any of the married parties, rights of this Agreement shall pass to the successor or taker of the parties' real property interest herein. This Agreement shall run with the land, and any person taking the interest of any party hereto shall take said interest subject to this Agreement.

10. In the event of the failure of the parties to agree upon the necessity for any expenditures for operation or maintenance of the Well, or in the event of any other dispute among the parties, the matter shall be submitted to arbitration under the rules for arbitration set forth by the American Association of Arbitrators. The cost of such arbitration shall be borne by the losing party. Such arbitration shall be binding and shall be the complete and exclusive remedy for disputes arising under this Agreement.

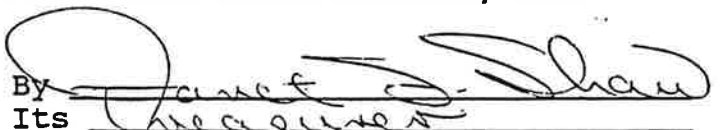
11. It is hereby acknowledged by all the parties hereto that this Agreement shall be recorded in Ada County, State of Idaho.

12. This Agreement shall be governed by the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written above.

DEVELOPERS:

DEVELOPERS INTERNATIONAL, INC.

By 
Its Treasurer

YANKES:

Ronald C. Yanke
RONALD C. YANKE

Linda L. Yanke
LINDA L. YANKE

Ada County, Idaho ss

Request of

PIONEER TITLE CO.

TIME 4:35 P. M.

DATE

7-13-90
JOHN BASTIDA
RECORDER

By

Deputy

ANDERSONS:

John W. Anderson
JOHN W. ANDERSON

Kathryn R. Anderson
KATHRYN R. ANDERSON

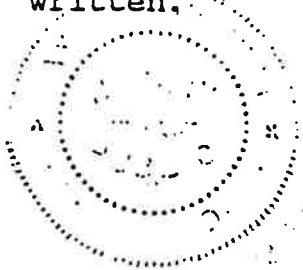
STATE OF IDAHO)

: ss.

County of Ada)

On this 9th day of July, 1990, before me, Janet L. Blossch, a notary public for said State, personally appeared Janet S. Shaw, known or identified to me to be the Treasurer of DEVELOPERS INTERNATIONAL, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.



Janet L. Blossch
Notary Public
Residing at: Boise, Idaho
My Commission Expires: 3-12-93

STATE OF IDAHO)
 : ss.
County of)

On this 13th day of ~~May~~ ^{July}, 1990, before me, VIRGINIA
MCDONALD, a notary public for said State, personally
appeared RONALD C. YANKE and LINDA L. YANKE, husband and wife,
known or identified to me to be the persons who executed the
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.

Virginia McDonald
Notary Public
Residing at: Boise Idaho
My Commission Expires: 3-18-91

STATE OF IDAHO)
 : ss.
County of)

On this 9th day of ~~May~~ ^{July}, 1990, before me, Tanet L.
Blosch, a notary public for said State, personally
appeared JOHN W. ANDERSON and KATHRYN R. ANDERSON, husband and
wife, known or identified to me to be the persons who executed
the 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.

Tanet L. Blosch
Notary Public
Residing at: Boise, Idaho
My Commission Expires: 3-17-93

EXHIBIT

A

A parcel of land located in Section 2, T.2N., R.3E., B.M., Ada County, Idaho, more particularly described as follows:

BEGINNING at the corner common to Sections 2, 3, 10 and 11, T.2N., R.3E., B.M.; thence N.89°20'18"E., 1327.60 feet on the line common to said Sections 2 and 11 to the W 1/16 corner; thence N.0°51'01"W., 3957.10 feet to the NW 1/16 corner of said Section 2; thence N.89°28'00" E., 1316.11 feet to the CN 1/16 corner of said Section 2; thence N.89°27'10" E., 53.00 feet to the Real Point of Beginning;

THENCE continuing N.89°27'10"E., 810 feet to a point; thence S.29°44'33"W., 544.61 feet to a point; thence N.45°43'31"W., 14.42 feet to a point; thence S.65°07'44"W., 543.36 feet to a point; thence S.16°40'33"E., 248.66 feet to a point; thence westerly on the arc of a circle 80.68 feet in radius curving to the left an arc distance of 99.54 feet, the chord of said arc running S.77°58'26"W., 93.35 feet to a point; thence S.42°37'39"W., 418.52 feet to a point; thence southerly on the arc of a circle 232.27 feet in radius curving to the left an arc distance of 124.37 feet, the chord of said arc running S.27°17'15"W., 122.89 feet to a point; thence S.11°56'51"W., 276.67 feet to a point; thence westerly on the arc of a circle 30.00 feet in radius curving to the left an arc distance of 76.74 feet, the chord of said arc running S.85°13'58"W., 57.46 feet to a point; thence N.21°28'55"W., 577.04 feet to a point; thence northwesterly on the arc of a circle 215.49 feet in radius curving to the left an arc distance of 162.11 feet, the chord of said arc running N.43°02'02"W., 158.32 feet to a point; thence N.64°35'09"W., 64.00 feet to a point; thence northerly on the arc of a circle 138.69 feet in radius curving to the right an arc distance of 192.20 feet, the chord of said arc running N.24°53'09"W., 177.18 feet to a point; thence N.14°48'51"E., 78.54 feet to a point; thence northeasterly on the arc of a circle 375.70 feet in radius curving to the right an arc distance of 647.15 feet, the chord of said arc running N.64°09'37"E., 570.06 feet to a point; thence easterly on the arc of a circle 700.00 feet in radius curving to the left an arc distance of 355.34 feet, the chord of said arc running S.81°02'10"E., 351.54 feet to a point; thence easterly on the arc of a circle 20.00 feet in radius curving to the right an arc distance of 16.12 feet, the chord of said arc running S.72°29'06"E., 15.69 feet to a point; thence northly on the arc of a circle 45.00 feet in radius curving to the left an arc distance of 213.92 feet, the chord of said arc running N.5°34'43"W., 62.31 feet to a point; thence westerly on the arc of a circle 20.00 feet in radius curving to the right an arc distance of 16.12 feet, the chord of said arc running S.61°19'40" W., 15.69 feet to a point; thence N.1°41'22"E., 473.79 feet to the Real Point of Beginning, said parcel contains 23.35 acres more or less.

EXHIBIT

A

EXCEPTING and reserving the right to grantor, its successors and assigns, to construct and maintain, at any time and from time to time, a street or roadway across the above described land, nor to exceed 50 feet in width; the center line of said right of way is described as follows:

Beginning at a brass cap, the Northwest 1/16th corner of Section Two (2), Township Two (2) North, Range Three (3) East, B.M., Ada County, Idaho: thence N.89°28'00" E. a distance of 2,179.11 feet to a point; thence S. 29°44'33"W. a distance of 514.61 feet to a point; thence N.45°43'31"W. a distance of 180.00 feet to a point; thence S.65°07'44"W. a distance of 235.0 feet, more or less to the roadway located in the Northwest ¼ of said section known and referred to as Cartwheel Drive.

The right of way hereby reserved is and shall be for use in common by grantor, its successors and assigns, and grantees, their successors and assigns, and such roadway as may be constructed and maintained along said easement may be located in manner to make it reasonably practical and adequate for ordinary vehicular traffic with such variation from the center line thereof as may be reasonably necessary by reason of the nature of the land.

EXHIBIT B

BEGINNING at the NW corner of Section 11, Township 2 North, Range 3 East, Boise Meridian, Ada County, Idaho.

Thence N. $89^{\circ}20'17''$ E., 1603.62 feet to the real point of beginning; thence N. $89^{\circ}20'17''$ E., 245.0 feet to a point; thence S. $03^{\circ}37'14''$ E., 721.0 feet to a point, thence S. $49^{\circ}10'14''$ W., 360.0 feet to a point; thence N. $01^{\circ}05'23''$ W., 952.27 feet to the real point of beginning.

EXCEPT beginning at the NW corner of Section 11, T. 2N., R. 3E., B.M.; thence N. $89^{\circ}20'17''$ E., 1603.62 feet to a point; thence S. $01^{\circ}05'23''$ E., 430.0 feet to the real point of beginning; thence N. $88^{\circ}22'$ E., 263.72 feet to a point; thence S. $03^{\circ}37'14''$ E., 295.0 feet to a point; thence S. $49^{\circ}10'14''$ W., 360.0 feet to a point; thence N. $01^{\circ}05'23''$ W., 522.27 feet to the real point of beginning.

EXHIBIT C

That portion of Government Lot 2 of Section 11, Township 2 North, Range 3 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Beginning at the northwest corner of said Section 11,
North $89^{\circ}20'17''$ East 1,848.62 feet to a point; thence
South $03^{\circ}37'14''$ East 71.0 feet to the real point of beginning;
thence South $36^{\circ}04'46''$ East 519.5 feet to a point; thence
South $49^{\circ}10'40''$ West 350.05 feet to a point; thence
North $03^{\circ}37'14''$ West 650.0 feet to the point of beginning.

EXHIBIT

C

PERCUT-Boysen, M. L.

EXHIBIT

D

A tract of land located in Section 2, Township 2 North, Range 3 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at the section corner common to Sections 2, 3, 10 and 11, T.2N., R.3E., B.M.; thence N 89°20'18" E along the section line common to said Sections 2 and 11, 1327.60 feet to the West 1/16 corner; thence N 00°51'01" W along the West, North-South 1/16 line, 2565.25 feet to the POINT OF BEGINNING;

Thence continuing N 00°51'01" W, 320.16 feet to a point;

Thence N 84°14'06" E, 577.48 feet to a point;

Thence along a curve to the right, having a central angle of 43°06'14", a radius of 165.49 feet, a chord which bears S 43°02'02" E, 121.58 feet, and an arc length of 124.50 feet;

Thence S 21°28'55" E, 293.47 feet to a point;

Thence S 88°46'52" W, 760.42 feet to the Point of Beginning.

EXHIBIT

D

Home & Well Sites

Home Sites





Home
A





Home
B





Home
C

Well 4



Well 1
(at Home A)





Well 2

(provides water
to Homes A & B;
located in
Section 2).



Well 3

(at Home A)

MEMORANDUM

DATE: March 5, 1996
TO: Files 63-07092, 63-07423, & 63-10285
FROM: Cindy Zimmerman
SUBJECT: Conversation with Janet Crockett

Janet Crockett (from groundwater monitoring section) visited in my office today. Janet was searching for the water rights appurtenant to her home and irrigation of about an acre within Rimrock Ranch Subdivision.

Janet shares a well with Mike McGlathery. The licensing amendment on 63-10285 (in the name of Rimrock Ranches) was mailed to Mike's address. Janet was wondering if this right went to their well. After looking into the file, Janet concluded that this well, the 'windmill well', was not the same 'common' well that serves their homes.

There is a total of 4 homes built in the Rimrock Ranch Subdivision. The 'common' well that serves Janet and Mike's home is located on or near the line between SENW and NESW, S02, T02N, R03E. A search of the database revealed two licenses, 63-07092 and 63-07423, with a p/d in NESW. 63-07092 is for 1 home; 63-07423 is for 3 homes and 1 1/2 acres irrigation. The p/u for both licenses is identified as in NESW. Janet states that at no time has there been structures or irrigation within the NESW.

Janet's home was the first house built in the subdivision. Originally it was served by its own well located next to the house. When that well became less productive, service was hooked onto the 'common' well. The common well was drilled in the early 1970's and originally served 3 homes but now serves 2 homes. The homes served by the 'common' well were originally owned by the Steeles, the Kruegers, and the Underwoods. Janet now owns the Steele house, McGlathery owns the Krueger house, and Knapps owns the Underwood house. These homes, per 1975 orthophotoquad & 1972 topographic maps, are located within Lot 2 (NENW), S11, T02N, R03E. File 63-07423 contains a letter dated 8/23/85 from Underwoods to the department identifying that the license was the subject of a lawsuit between the Underwoods and the Knapps. Janet suspects that 63-07423 is for the three homes located in Lot 2 (NENW), S11. Recently, the Knapps have removed their home from the common system and have developed their own well.

The fourth home is located within the NWSE, S02, T02N, R03E. Janet is not sure if this home has its own well.

-continued-

Crockett Conversation
March 5, 1996
Page 2

A search of the adjudication database identified claims filed on 63-07092 & 63-07423 by Ronald & Linda Yanke, and a beneficial use claim filed by Knapps.

A warranty deed from Ronald & Linda Yanke is attached to the file both 63-07092 and 63-07423. Janet stated that the Yanke's do not own any of the 4 homes developed within the subdivision but do own the 'common' well lot and other building lots. The Yanke's are party to the 'common' well agreement. Janet does not know if the Yanke's building lot has been stubbed in.

Janet will be researching the history of water use in the subdivision to confirm that her house is served by 63-07423 and possibly 63-07092.

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: **A63-07092B**
Date Received: 6/21/1996
Receipt No: C035917
Received By: _____

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

1. Name: JANET K CROCKETT
Address: 9800 E HWY 21
BOISE ID

208-344-9696

83716

AND/OR

Name: DAVID H SPENCER
Address: 9800 E HWY 21
BOISE ID

208-344-9696

83716

2. Date of Priority: APR 18, 1968

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
02N	03E	2		NE	SW		ADA
		11				2	ADA

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.020		1.20

7. Total Quantity Appropriated is:
0.020 C.F.S. (and/or)

1.20 A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC, 1 HOME

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
02N	03E	11		2	DOMEST	

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A63-07423B

14. Remarks:

SUBJECT TO THE CONDITION THAT THE MAXIMUM RATE OF DIVERSION
SHALL NOT EXCEED 0.12 CFS WHEN COMBINED WITH LICENSE NO. 63-07423
ADDRESS CHANGED PER CLAIMANT REQUEST. DB 8/3/99

15. Basis of Claim: LICENSE

RECEIVED

JUN 28 1996

WATER RESOURCES
WESTERN REGION

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: A63-07092B
Date Received: 6/21/1996
Receipt No: 8035917
Received By: RME

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JANET K CROCKETT 208-344-9696
Address: HC 33 BOX 1021
BOISE ID 83706

AND/OR

Name: DAVID H SPENCER 208-344-9696
Address: HC 33 BOX 1021
BOISE ID 83706

2. Date of Priority: APR 18, 1968

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
02N	03E	2	NE	SW			ADA
		11				2	ADA

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.020		1.20

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
DOMESTIC, 1 HOME

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
02N	03E	11		2	DOMEST	

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A63-07423B

14. Remarks:

SUBJECT TO THE CONDITION THAT THE MAXIMUM RATE OF DIVERSION
SHALL NOT EXCEED 0.12 CFS WHEN COMBINED WITH LICENSE NO. 63-07423

15. Basis of Claim: LICENSE

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 _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

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): Janet K. Crockett Date: 6/21/96

Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 21ST day

of June 19 96

Ryanne McElrath
Notary Public

Seal

Residing at Boise, ID

My Commission Expires 5-16-2002

C2N03E

08 LT04	08 LT03	08 LT02	08 LT01	05 LT04	05 LT03	05 LT02	05 LT01	04 LT04	04 LT03	04 LT02	04 LT01	03 LT04	03 LT03	03 LT02	03 LT01	02 LT04	02 LT03	02 LT02	02 LT01	01 LT04	01 LT03	01 LT02	01 LT01
08 LT05	08 SEW	08 SWE	08 SENE	05 SWW	05 SEW	05 SWE	05 SENE	04 SWW	04 SEW	04 SWE	04 SENE	03 LT05	03 SEW	03 SWE	03 SENE	02 SWW	02 SEW	02 SWE	02 SENE	01 LT05	01 SEW	01 SWE	01 SENE
08 LT08	08 NEW	08 NWE	08 NESE	05 NWW	05 NEW	05 NWE	05 NESE	04 NWW	04 NEW	04 NWE	04 NESE	03 LT08	03 NWE	03 NESE	03 NWW	02 NWW	02 NEW	02 NWE	02 NESE	01 LT08	01 NEW	01 NWE	01 NESE
08 LT07	08 SEW	08 SWE	08 SESE	05 SWW	05 SEW	05 SWE	05 SESE	04 SWW	04 SEW	04 SWE	04 SESE	03 LT10	03 LT11	03 LT12	03 LT08	02 SWW	02 SEW	02 SWE	02 SESE	01 LT07	01 SEW	01 SWE	01 SESE
07 LT01	07 NEW	07 NWE	07 NESE	08 NWW	08 NEW	08 NWE	08 NESE	08 NWW	08 NEW	08 NWE	08 NESE	10 NWW	10 NEW	10 NWE	10 LT01	11 LT03	11 LT02	11 LT01	11 LT04	12 LT02	12 NEW	12 NWE	12 LT01
07 LT02	07 SEW	07 SWE	07 SENE	08 SWW	08 SEW	08 SWE	08 SENE	08 SWW	08 SEW	08 SWE	08 SENE	10 SWW	10 SEW	10 SWE	10 LT02	11 LT05	11 LT08	11 LT07	11 LT04	12 LT03	12 LT04	12 LT05	
07 LT03	07 NEW	07 NWE	07 NESE	08 NWW	08 NEW	08 NWE	08 NESE	08 NWW	08 NEW	08 NWE	08 NESE	10 NWW	10 NEW	10 NWE	10 NESE	11 NWW	11 LT08	11 LT08	11 NESE	12 LT08	12 LT07	12 LT08	12 NESE
07 LT04	07 SEW	07 SWE	07 SESE	08 SWW	08 SEW	08 SWE	08 SESE	08 SWW	08 SEW	08 SWE	08 SESE	10 SWW	10 SEW	10 SWE	10 SESE	11 SWW	11 SEW	11 SWE	11 SESE	12 SWW	12 SEW	12 SWE	12 SESE
18 LT01	18 NEW	18 NWE	18 NESE	17 NWW	17 NEW	17 NWE	17 NESE	18 NWW	18 NEW	18 NWE	18 NESE	15 NWW	15 NEW	15 NWE	15 NESE	14 NWW	14 NEW	14 NWE	14 NESE	13 NWW	13 NEW	13 NWE	13 NESE
18 LT02	18 SEW	18 SWE	18 SENE	17 SWW	17 SEW	17 SWE	17 SENE	18 SWW	18 SEW	18 SWE	18 SENE	15 SWW	15 SEW	15 SWE	15 SENE	14 SWW	14 SEW	14 SWE	14 SENE	13 SWW	13 SEW	13 SWE	13 SENE
18 LT03	18 NEW	18 NWE	18 NESE	17 NWW	17 NEW	17 NWE	17 NESE	18 NWW	18 NEW	18 NWE	18 NESE	15 NWW	15 NEW	15 NWE	15 NESE	14 NWW	14 NEW	14 NWE	14 NESE	13 NWW	13 NEW	13 NWE	13 NESE
18 LT04	18 SEW	18 SWE	18 SESE	17 SWW	17 SEW	17 SWE	17 SESE	18 SWW	18 SEW	18 SWE	18 SESE	15 SWW	15 SEW	15 SWE	15 SESE	14 SWW	14 SEW	14 SWE	14 SESE	13 SWW	13 SEW	13 SWE	13 SESE
19 LT01	19 NEW	19 NWE	19 NESE	20 NWW	20 NEW	20 NWE	20 NESE	21 NWW	21 NEW	21 NWE	21 NESE	22 NWW	22 NEW	22 NWE	22 NESE	23 NWW	23 NEW	23 NWE	23 NESE	24 NWW	24 NEW	24 NWE	24 NESE
19 LT02	19 SEW	19 SWE	19 SENE	20 SWW	20 SEW	20 SWE	20 SENE	21 SWW	21 SEW	21 SWE	21 SENE	22 SWW	22 SEW	22 SWE	22 SENE	23 SWW	23 SEW	23 SWE	23 SENE	24 SWW	24 SEW	24 SWE	24 SENE
19 LT03	19 NEW	19 NWE	19 NESE	20 NWW	20 NEW	20 NWE	20 NESE	21 NWW	21 NEW	21 NWE	21 NESE	22 NWW	22 NEW	22 NWE	22 NESE	23 NWW	23 NEW	23 NWE	23 NESE	24 NWW	24 NEW	24 NWE	24 NESE
19 LT04	19 SEW	19 SWE	19 SESE	20 SWW	20 SEW	20 SWE	20 SESE	21 SWW	21 SEW	21 SWE	21 SESE	22 SWW	22 SEW	22 SWE	22 SESE	23 LT04	23 LT03	23 LT02	23 LT01	24 SWW	24 SEW	24 SWE	24 SESE
20 LT01	20 NEW	20 NWE	20 NESE	29 NWW	29 NEW	29 NWE	29 NESE	28 NWW	28 NEW	28 NWE	28 NESE	27 NWW	27 NEW	27 NWE	27 NESE	28 NWW	28 NEW	28 NWE	28 NESE	25 NWW	25 NEW	25 NWE	25 NESE
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20 LT03	20 NEW	20 NWE	20 NESE	29 NWW	29 NEW	29 NWE	29 NESE	28 NWW	28 NEW	28 NWE	28 NESE	27 NWW	27 NEW	27 NWE	27 LT03	28 NWW	28 NEW	28 NWE	28 NESE	25 NWW	25 NEW	25 NWE	25 NESE
20 LT04	20 LT05	20 LT08	20 LT07	29 LT04	29 LT03	29 LT02	29 LT01	29 LT04	29 LT03	29 LT02	29 LT01	27 LT04	27 LT05	27 LT08	27 LT07	28 SWW	28 SEW	28 SWE	28 SESE	25 SWW	25 SEW	25 SWE	25 SESE
21 LT01	21 NEW	21 NWE	21 NESE	32 NWW	32 NEW	32 NWE	32 NESE	33 NWW	33 NEW	33 NWE	33 NESE	34 NWW	34 NEW	34 NWE	34 NESE	35 NWW	35 NEW	35 NWE	35 NESE	38 NWW	38 NEW	38 NWE	38 NESE
21 LT02	21 SEW	21 SWE	21 SENE	32 SWW	32 SEW	32 SWE	32 SENE	33 SWW	33 SEW	33 SWE	33 SENE	34 SWW	34 SEW	34 SWE	34 SENE	35 SWW	35 SEW	35 SWE	35 SENE	38 SWW	38 SEW	38 SWE	38 SENE
21 LT03	21 NEW	21 NWE	21 NESE	32 NWW	32 NEW	32 NWE	32 NESE	33 NWW	33 NEW	33 NWE	33 NESE	34 NWW	34 NEW	34 NWE	34 NESE	35 NWW	35 NEW	35 NWE	35 NESE	38 NWW	38 NEW	38 NWE	38 NESE
21 LT04	21 SEW	21 SWE	21 SESE	32 SWW	32 SEW	32 SWE	32 SESE	33 SWW	33 SEW	33 SWE	33 SESE	34 SWW	34 SEW	34 SWE	34 SESE	35 SWW	35 SEW	35 SWE	35 SESE	38 SWW	38 SEW	38 SWE	38 SESE