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OCT 28 2005
DEPARTMENT OF
WATER RESOURCES

470

DISTRICT COURT-SRBA Fifth Judicial District County of Twin Falls - State of Idaho	
OCT 25 2005	
By _____	Clerk
_____	Deputy Clerk

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA

) Subcase: 85-11536
)
)

Case 39576

) STANDARD FORM 4
)
)

) MOTION TO FILE:
)

) ☐ LATE NOTICE OF CLAIM

) ☒ AMENDED NOTICE OF CLAIM

INSTRUCTIONS

This form is used to file a late Notice of Claim or an amendment to a Notice of Claim in a reporting area where the Director's Report has been filed. Forms may be obtained from the SRBA Court, the Idaho Department of Water Resources (IDWR), or you may copy or reproduce this blank form. If you copy or reproduce this form, please copy on both sides with the even number pages upside down. The water right number for your late or amended claim must be indicated above in the blank space following "Subcase." You must use a **separate form for each** late or amended Notice of Claim. This form has been adopted by the court in ***SRBA Administrative Order 1, Rules of Procedure*** (amended Sept. 30, 1996), Section 4, which may be consulted for further Information. By filing a *Motion to File a Late Notice of Claim* or a *Motion to File an Amended Notice of Claim*, you certify that it is well-grounded in fact; is warranted by existing law or a good-faith argument for the extension, modification or reversal of existing law; and is not filed for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation.

☒ I have read *SRBA Administrative Order 1, Rules of Procedure* (amended Sept. 30, 1996).

My name is: **Edwin L. Litteneker**

My address is: **322 Main Street, P.O. Box 321, Lewiston, Idaho**

My phone number is: Work: **(208) 746-0344** Home _____

I am an attorney representing: **The Waha Glen Water District**

My name is: **Edwin L. Litteneker, Attorney at Law**

My address is: **322 Main Street, P.O. Box 321, Lewiston, Idaho**

My phone number is: **(208) 746-0344**

MOTION TO FILE A LATE NOTICE OF CLAIM

A Motion to File a Late Notice of Claim will require a hearing before the Presiding Judge.

☐ I did not file a Notice of claim to the use of water in the SRBA because:

☐ I filed a Notice of Claim and elected to defer judicial proceedings on my domestic or stock watering use. I desire to reinstate my Notice of Claim for domestic or stock watering use.

☐ I am providing legal and factual documentation for my claimed use of water. You must describe these documents and attach a readable copy. (You do not need to fill this out if you are reinstating a Notice of Claim for domestic or stock watering use, but you **must** attach a copy of your Notice of Claim.)

I have attached:

☐ A fully completed Notice of Claim (available from IDWR).

☐ A claim filing fee for a domestic and stock watering use. IDWR may charge this fee pursuant to I.C. § 42-1414. To determine this amount, contact IDWR at (800) 451-4129. I have enclosed a check payable to: State of Idaho Department of Water Resources in the amount of \$

_____.

☐ A claim filing fee and a late claim fee for those claims other than a domestic or stock watering use for which a notice of claim was not filed. To determine this amount, contact IDWR at (800) 451-4129. I have enclosed a check payable to: State of Idaho Department of Water Resources in the amount of \$ _____. Follow these instructions regarding the hearing on this motion.

1. Contact the Clerk of the SRBA Court (208-736-3011) to request a hearing date and time.
2. Fill in the following information:

This motion will be heard on _____
(Insert Date and Time)
at the SRBA courthouse, 253 Third Avenue North, Twin Falls, Idaho.

MOTION TO FILE AN AMENDED NOTICE OF CLAIM

A Motion to File an Amended Notice of Claim may require a hearing before the Presiding Judge or Special Master or may be granted by leave of the court or by written consent of the parties and the Idaho Department of Water Resources. Leave to amend a claim shall be freely given when justice so requires.

☒ I must amend my Notice of Claim to the use of water in the SRBA because:

The Waha Glen Water District resolved its claim for a water right associated with its well site in Subcase No. 85-4038. This Subcase No. 85-11536 is being amended to address the District's spring site, which has been utilized for backup and excess water purposes for the residents of the Waha Glen area.

The residents of Waha Glen utilized a well site in Township 33 North, Range 04 West, Section 9 and a spring site in Township 35 North, Range 4 West, Section 8, SE1/4SE1/4. The spring site is not pumped and delivers water by gravity feed. The spring site is referenced in prior claims as #1 Well with a priority date of 1945. The water system changed hands prior to its organization as a water district. The documents of sale set out a reference to the spring. (See documents of sale attached as Exhibit 1.) Prior to developing the pump well site, Waha Glen subdivision provided water to its residents from the spring site. (See plat map attached as Exhibit 2.) The Waha Glen Water District was formed by Court Order in 1978 (See Final Order attached as Exhibit 3) The system was inspected and surveyed by the Department of Health and Welfare in 1978 and confirmation of its status as a public water system was provided to its existing owner. The survey specifically referred to the Spring source of water. (See copy of Letter from Marlin D. Brinkley, Environmental Engineer, Department of Health and Welfare, Division of Environment, attached as Exhibit 4.)



I am providing legal and factual documentation to support my amended Notice of Claim as follows:

Documentation of sales of the water system attached as Exhibit 1

Plat map attached as Exhibit 2

Final Order attached as Exhibit 3

Copy of Letter from Marlin D. Brinkley, Environmental Engineer, Department of Health and Welfare, Division of Environment, attached as Exhibit 4

I have attached:



An amended Notice of Claim (available from IDWR).



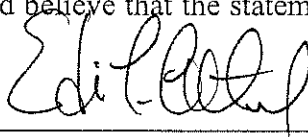
Payment of the following additional fees required by IDWR:

None

VERIFICATION (Must be completed)

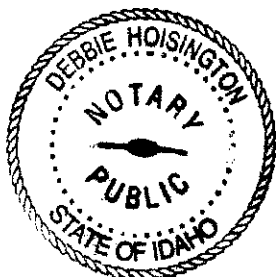
State of Idaho)
 : ss.
County of Nez Perce)

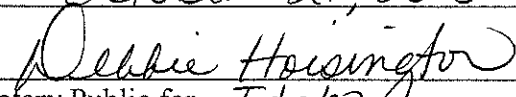
EDWIN L. LITTENEKER, being first duly sworn, upon oath, deposes and says:
That I am the attorney for the party/claimant filing this motion for late or amended claim and that
I have read this motion, know its contents, and believe that the statements are true to the best of
my knowledge.



Edwin L. Litteneker
Attorney signing in representative capacity

Subscribed and sworn to before me on October 21, 2005




Notary Public for Idaho
Residing at: Caldesac, Id
My Commission expires: 7/11/07

INSTRUCTIONS FOR MAILING

You must mail this form, including all attachments, to the Clerk of the SRBA Court. **FAX filings will not be accepted by the SRBA Clerk of the Court.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

CERTIFICATE OF MAILING

I certify that on October 21, 2005, I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
PO Box 44449
Boise, ID 83711-4449

United States Department of Justice
Environment and Natural Resource Division
550 West Fort Street, MSC 033
Boise, ID 83724

3. If you are filing an amended Notice of Claim in a subcase being heard before the Presiding Judge or a Special Master, you must serve a copy on all parties to that subcase.



Edwin L. Litteneker
Attorney at Law

March 7, 1974

Re: Claim No.'s 85-4038 & 85-4039

Thomas W. Feeney
Blake, Feeney, and Mosman
1001 Idaho Street
P. O. Drawer 285
Lewiston, ID 83501

Dear Mr. Feeney:

This office has received the assignment of H. Gerald Hendrix and his wife to Edgar O. Hull, Jr.

We wish to advise you that the Department has no procedure for changing the name on a recorded claim, however, we have placed the assignment in our files for future referenced

Sincerely,

D. Darlene Reich
Water Rights Supervisor

85-4038

WYNNE M. BLAKE
THOMAS W. FEENEY
ROY E. MOSMAN

LAW OFFICES OF
BLAKE, FEENEY AND MOSMAN
1901 IDAHO STREET
P. O. DRAWER 285
LEWISTON, IDAHO 83501

TELEPHONE 743-9516
AREA CODE 208
State Administration

March 4, 1974

Department of Water Administration
State of Idaho
614 State Street
Statehouse Annex 2
Boise, Idaho 83720

Gentlemen:

Enclosed herewith is an assignment of two water permits from
H. Gerald Hendrix and his wife to Edgar O. Hull, Jr.

Will you please be so kind as to record the transfer and acknowledge
the same by letter to this office.

Very truly yours,

~~BLAKE and FEENEY~~

By: Thomas W. Feeney

TWF:bg
enclosure
cc: Edd Hull

85-4038

STATE OF IDAHO)
) ss.
County of Nez Perce)

On this 19 day of November, 1973, before me,
the undersigned, a Notary Public in and for said State, personally
appeared H. GERALD HENDRIX, known 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 in this certificate first above
written.

[Signature]
Notary Public in and for the State of
Idaho, residing at Lewiston, therein.

(SEAL)

STATE OF IDAHO)
) ss.
County of Canyon)

On this 1st day of November, 1973, before me,
the undersigned, a Notary Public in and for said State, personally
appeared JEANNETTA K. HENDRIX, known 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 in this certificate first above
written.

[Signature]
Notary Public in and for the State of
Idaho, residing at Caldwell, therein.

(SEAL)

85-4038

ASSIGNMENT OF WATER PERMITS

For value received, the undersigned, M. GERALD HENDRIX and JEANNETTA K. HENDRIX, hereby sell, assign and transfer to EDGAR O. HULL, JR., all right, title and interest heretofore acquired and/or now held under that certain Water Permit (S) described on Exhibit "A" attached hereto, and by this reference incorporated herein and made a part hereof.

DATED this 1st day of November, 1973.

M. Gerald Hendrix
M. GERALD HENDRIX

Jeannetta K. Hendrix
JEANNETTA K. HENDRIX

85-4088

EXHIBIT "A"

1. Permit No. 85-4038, Idaho State Department of Reclamation. Source of water supply: Ground water through two wells in the Southeast Quarter of the Southeast Quarter of Section 8, and the Northwest Quarter of the Southwest Quarter of Section 9, Township 33 North, Range 4 West of the Boise Meridian, Nez Perce County, Idaho.

2. Permit No. 85-4039, Idaho State Department of Reclamation. Source of water supply: Spring in the Southeast Quarter of the Southeast Quarter of Section 8, Township 33 North, Range 4 West of the Boise Meridian, Nez Perce County, Idaho.

85-4038

A G R E E M E N T

THIS INDENTURE Made this 23rd day of December, 1977, by and between EDGAR O. HULL, JR. and LORRAINE HULL, his wife, first parties, hereinafter called "Hulls", and ADOLPH RICCI, ROBERT GRIMM, GARY DODGE, RONALD HORN, and JAMES D. DANIEL, second parties, hereinafter called the "Landowners",

WITNESSETH, That

WHEREAS, the said Edgar O. Hull, Jr. has developed that certain real property situate in the County of Nez Perce, State of Idaho, more particularly described on Exhibit "A" attached hereto and by this reference incorporated herein as though fully set forth herein, which said real property was acquired from Harvey Hartley and Marian Hartley, husband and wife, and is hereinafter referred to as the "Waha Subdivision", and

WHEREAS, various parcels of the Waha Subdivision have heretofore been sold, or have been contracted to be sold to various parties, and

WHEREAS, Hulls remain the owners of 23 parcels of land within the Waha Subdivision, which they propose to sell, and which are hereafter more specifically described, and

WHEREAS, Landowners are all owners of land or contract interests in land in the Waha Subdivision, and

WHEREAS, Hulls, as a part of the development of the Waha Subdivision, have developed a water system, consisting of wells, a spring, reservoirs, pumps and a water transmission and distribution system for the supplying of water to Landowners and contract purchasers within the Waha Subdivision, and

WHEREAS, in connection with such water system, Hulls have acquired various water permits from the State of Idaho, including a water permit on Blue Lake, which said Blue Lake permit is not included in this transaction, and

WHEREAS, as a part of the development of the Waha Subdivision, Hulls have reserved various roadways for use by the general public, and

WHEREAS, Hulls are obligated to furnish water to owners and contract purchasers of land within the Waha Subdivision, and

WHEREAS, Hulls have agreed to transfer to Landowners, by quitclaim deed, any interest held by Hulls in and to said roadways in the Waha Subdivision, and

WHEREAS, Hulls have further agreed to transfer to Landowners their water rights, and the water system serving the Waha Subdivision (except those held in connection with Blue Lake, which is not involved herein), upon the terms herein provided, and

WHEREAS, Hulls have further agreed to transfer to Landowners an inventory of pipe, pipe-fittings, valves, bolts and plans for a proposed second reservoir upon the Waha Subdivision, upon the terms herein provided,

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows, to-wit:

1. ROADWAYS

Hulls will, contemporaneously herewith, transfer and quitclaim to Landowners all interest of Hulls in road right of ways now existing within the Waha Subdivision. Hulls have no responsibility concerning construction, maintenance or repair of any such roadways, and no such obligation shall be assumed by Landowners, by reason of their acceptance of such deed.

2. WATER SYSTEM

Hulls will, contemporaneously herewith, convey and quitclaim to Landowners, Hulls' interest in the water system serving the Waha Subdivision, including two drilled wells and one hand-dug well, spring, existing reservoir and pump-house, and additional reservoir site, and all water works, water lines and water distribution system, including all easements in connection with water transmission and distribution within the Waha Subdivi-

sion, in which Hulls have any interest. In addition, Hulls will, contemporaneously herewith, transfer to Landowners by Bill of Sale, one Jacuzzi hp. 3-phase pump, Model No. 2341172003, one 25 hp. Reliance motor, PCBG-11C-G7-TA, one Aurora pump, one chlorinator tank, and Wallace a Ternan Phase 94 solution metering pump. In addition, Hulls will assign Landowners all State of Idaho water permits held by them in connection with the Waha Subdivision, excepting that relating to Blue Lake, which is not involved. All of such assets are herewith referred to, in total, as the "Water System".

3. CONSIDERATION

No monetary consideration shall be paid by Landowners to Hulls for the transfer of such road easements and Water System. However, in consideration of such transfer, Landowners agree to do and perform the agreements and covenants of this contract, agreed to be done and performed by said Landowners.

4. DELIVERY OF WATER AND SYSTEM MAINTENANCE

As of the effective date hereof, Landowners assume the obligation of maintaining and repairing the water system serving the Waha Subdivision, and further assume all contract and other obligations of Hulls for the delivery of water to landowners and contract purchasers of land within the Waha Subdivision, and will save and hold Hulls harmless from any liability in connection with the maintenance and repair of such system, and further in connection with the delivery of water to said Landowners, and further purchasers, and will, at their expense, defend Hulls in any suit or proceeding attempting to establish any obligation or liability on the part of Hulls in connection with the maintenance of such Water System or the delivery of such water.

5. EFFECTIVE DATE AND PRORATION OF RECEIPTS

The effective date of this agreement for all purposes shall be December 1, 1977. All receipts of the Water System serving the Waha Subdivision

shall be prorated as of the effective date. All receipts of such system accruing prior to the effective date shall be the property of Hulls. All such receipts accruing after the effective date shall be the property of the Landowners.

6. UNSOLD PARCELS

The Hulls have 23 additional parcels of land to be developed and sold in the Waha Subdivision, which will require water service, and which are hereafter described. Those parcels identified by parcel number refer to the numbers upon survey map prepared by James W. Grow & Associates, a copy of which is in the possession of the Landowners.

The 23 water rights are situate in Nez Perce County, Idaho, and are as follows:

One each on Parcels Nos. 35 through 42, approximately five acres each, total 44 acres, total of 8 parcels. One each on Parcels Nos. 26 through 30, approximately five acres each, total 27.62 acres, total of 5 parcels. One each on Parcels Nos. 23, 24 and 25, five acres each, total of 15 acres, total of 3 parcels. One on Parcel No. 22, which is 2.8 acres. One on Parcel No. 17, which is 4.3 acres. Two on Parcel No. 16, which has 5 acres. One on Parcel No. 7, which has 5 acres.

In addition to the foregoing 21 parcels, there would be one for Lot 9, Block 2, Waha Glen Subdivision.

In addition to the foregoing 22 parcels, there would be one for the following described parcel, to-wit:

That part of the Northwest Quarter of the Northwest Quarter of Section 16, Township 33 North, Range 4 West of the Boise Meridian, more particularly described as follows: Beginning at a point which is S.80°19'32"E. a distance of 719.00 feet from the Northwest Corner of Section 16, Township 33 North, Range 4 West of the Boise Meridian; thence S.26°06'E. a distance of 276.30 feet to a point; thence S.49°33'W. a distance of 157.65 feet to a point; thence N.26°06'W. a distance of 276.30 feet to a point; thence N.49°33'E. a distance of 157.65 feet to the Point of Beginning. Containing 1 acre, more or less.

By contract of sale for each said parcel, Hulls will require the purchasers thereof to pay all expenses in connection with any roadway extension to serve such property, and also all expense of piping water from the existing system to the property sold, and also all expenses of hooking said property up to said system. The agreement will further provide that all

such roadways and all such water main transmission lines shall be and become the property of the Landowners, together with any easements necessary for any such transmission lines. The price charged by Hulls for such parcels shall be adjusted to reflect the fact that the purchasers will be obligated to extend such roadways and Water System at their expense and without expense to the Landowners. After such parcels are hooked up to be served by the Water System, the monthly charge for water delivered will be as set by the Landowners for all land within the Waha Subdivision.

Upon the construction of such roadway extension and such water line extension to each such parcel sold, and the transfer thereof to the Landowners, the Landowners agree to furnish water to each such parcel, and to charge for the same upon a basis of equality with other landowners within the Waha Subdivision. Landowners will also repair and maintain all transmission mains for transporting water to said parcels of land in the same manner as other transmission mains in the Waha Subdivision.

7. INVENTORY TRANSFERRED

In addition to the foregoing real and personal property, Hulls hereby transfer, convey and set over to Landowners inventory of pipe, pipe-fittings, valves, bolts, and also plans for a second proposed reservoir, which were heretofore the property of the Hulls, and which were procured by the Hulls at a cost of \$6,881.29. Such property is transferred to the Landowners without monetary consideration. However, in consideration of such transfer, Landowners agree as follows:

A. Hulls will be exempt from all assessments, hook-up charges or water right charges which Landowners may impose against the users of water in the Waha Subdivision for initial financing or otherwise, as to the 23 parcels still held by Hulls and unsold. After sale by the Hulls, such parcels shall be subject to any charges which the Landowners impose in common with all other water users in the Waha Subdivision.

B. The pipe in such inventory was purchased to convey water from the second proposed reservoir. This would involve backhoeing and laying pipe for 235 feet across property in the Waha Subdivision and laying Don Hines to the line of property in said Subdivision belonging to one Ponack. Landowners agree to complete this work at their expense.

8. ATTORNEY'S FEES

In case of any suit or proceeding by any party or parties hereto against any other party or parties, to enforce any provision hereof, or in any way arising out of this agreement, the prevailing party or parties in such suit or proceeding shall be entitled to recover from the losing party or parties such sum as the court in such suit or proceeding shall adjudge reasonable for attorney's fees for such prevailing party or parties.

9. GENERAL

The terms, conditions and covenants hereof shall extend to and be binding upon the heirs and assigns of the parties. The terms, conditions and covenants hereof shall be enforceable, in addition to all other legal remedies, by an action for specific performance, or for mandatory or prohibitive injunction.

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

Edgar O. Kulev
First Parties - Halls

Adolph Ricci

Robert Grimm

Gary Dodge

Ronald Horn
James D. Daniel
Second Parties - Landowners

STATE OF IDAHO)
)
County of Nez Perce) ss.

On this 22nd day of December, 1977, before me, the undersigned, a Notary Public in and for said state, personally appeared EDGAR O. HULL, JR. and LORRAINE HULL, his wife, 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.

Heidi M. Johnson
Notary Public for the State of Idaho
Residing at Lewiston therein.

STATE OF IDAHO)
)
County of Nez Perce) ss.

On this 23rd day of December, 1977, before me, the undersigned, a Notary Public in and for said state, personally appeared ADOLPH RICCI, ROBERT GRIMM, GARY DODGE, RONALD HORN, and JAMES D. DANIEL, 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.

Paul T. Horton
Notary Public for the State of Idaho
Residing at Lewiston therein.

ADDENDUM

That for the purpose of clarifying the terms of the foregoing agreement, the parties agree that there shall be added to Number 4 on page 3 of the agreement the following:

Second Parties shall not be responsible for any transactions, said water system prior to the date of the signing of this agreement and which are not included in this agreement. Any obligations incurred by First Parties relating to any work done on the system prior to the transfer or any claim of breach of contract for contracts entered into by First Parties prior to the transfer shall be the obligations of First Parties, and Second Parties shall have no obligations to defend First Parties in any suit or proceeding which might be brought by other parties arising out of contracts or agreements entered into by First Parties *except as set out in the first paragraph of this Number 4.*

That for the purpose of clarifying the terms of the foregoing agreement, the parties agree that there shall be added to Number 7. B on page 6 of the agreement the following:

Second Parties may make the connection to the E.B. Ponack property in the manner provided for in this agreement or in any other manner satisfactory to them and E.B. Ponack.

It is understood by the parties hereto that any bills, debts, or liens for work on the property or on the system which are now due are to be assumed and paid by First Parties and it is understood that Second Parties are not assuming or agreeing to pay any debts now due by First Parties for any work which may have been done on the system prior to the time of the signing of this agreement.

DATED this 2nd day of December, 1977.

Edgar A. Hulls

Louise Hulls
First Parties - Hulls

Adolph Ricci

Robert Graham

Gary Dodge

Addendum

STATE OF IDAHO)
County of Nez Perce) : ss.

Ronald L. Horn
Ronald Horn
James D. Daniel
James D. Daniel
Second Parties

On this 24th day of December, 1977, before me, the undersigned, a Notary Public in and for said state, personally appeared EDGAR O. HULL, Jr., and LORRAINE HULL, his wife, 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.

(SEAL)

STATE OF IDAHO)
County of Nez Perce) : ss.

Heather M. Johnson
Notary Public for the State of Idaho,
residing at Lewiston therein.

On this 23rd day of December, 1977, before me, the undersigned, a Notary Public in and for said state, personally appeared ADOLPH RICCI, ROBERT GRIMM, GARY DODGE, RONALD HORN, and JAMES D. DANIEL, 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.

(SEAL)

And L. / Carter
Notary Public for the State of Idaho,
residing at Lewiston therein.

Addendum

-2-

EXHIBIT "A"

All situate in the County of Nez Perce, State of Idaho, to-wit:

All in Township 33 North, Range 4 West of the Boise Meridian:

Section 8: The Southeast Quarter of the Southeast Quarter.

Section 9: The Southeast Quarter of the Southwest Quarter. That portion of Lot 2 in Section 9 lying South of the Waha-Grangeville Highway.

Section 9: All of Lot 4 except an irregular tract of land being portions of Lot 4 of Section 9, and of Lot 1 and of the NE1/4NW1/4 of Section 16, all in Township 33 North, Range 4 West, Boise Meridian, Idaho, and described as follows:

Commencing at the quarter corner common to Section 9 and 16 of T33N, R4WBM, thence South 54 feet more or less to a point on the north line of an easement for right-of-way, which easement is recorded in the records of Nez Perce County, Idaho in Book 8 of Easements at page 579 and is therein designated instrument number 249455; thence, following the external boundary of said right-of-way extended S46°47'W a distance of 467 feet to a point; thence S 38°45'W a distance of 124 feet to a point; thence S63°W a distance of 105 feet thence N63°E a distance of 250 feet of 105 feet N38°45'E a distance of 154 feet to a point; thence a distance of 562 feet to a point; thence N46°47'E of 232 feet to a point; thence N63°30'E a distance of 141 feet, more or less to a point; on the section line common to Section 9 and 16; thence east a distance of 169 feet more or less to the meander corner of said Sections 9 and 16 located on the west side of Waha Lake; thence following the meanders of the Waha Lake survey in a northerly and easterly direction to a point where said meanders intersect the line of that tract of land described as a portion of Lot 4, Section 9, T33N, R4WBM, in that certain deed of conveyance recorded in Book 205 of Deeds, at Pages 226 and 227, records of Nez Perce County, Idaho, thence N 5°45' W a distance of 442 feet more or less to a point on the north line of said Lot 4 of Section 9, which point bears west a distance of 235 feet from the West line of the Nez Perce Indian Reservation boundary; thence west along the north line of said Lot 4 a distance of 500 feet to a point; thence South 28°10' W a distance of 1498 feet more or less to the point of beginning and which point is the quarter corner common to Sections 9 and 16.

ALSO:

That part of Lot 4, Section 9, Township 33 North, Range 4 West of the Boise Meridian, described as follows:

Commence at the Southwest corner of the Nez Perce Indian Reservation, the point of beginning; thence N5°45'W along the West line of the Nez Perce Indian Reservation a distance

of 221' to the Northeast corner of said Lot 4; thence West along the North line of said Lot 4 a distance of 235' to point; thence S5°45'E on a line parallel to the West line of the Nez Perce Indian Reservation a distance of 442' more less to the mean high water line of Lake Waha; thence in Northeasterly direction along the mean high water line of Lake Waha to the place of beginning.

Section 9: Lot 3 and the West Half of the Southwest Quarter Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of Block 2, Waha Glen, according to the recorded plat thereof

ALSO: A tract of land known as the "Lane" situate between Lots 1 and 2 of Block 2 of Waha Glen, as shown by the official plat thereof, measurements of said Lane being 25. feet wide, 154.36 feet on the side adjoining Lot 1 and 150.22 feet on the side adjoining Lot 2.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of Block 1, Waha Glen, according to the recorded plat thereof.

One certain tract of land adjoining the lane between Lots 1 and 2, Block 2, on the west side, same being that side opposite to and furthest from the highway known as Lake Lane which said additional tract is 25.04 feet wide and extends from said Lane a sufficient depth to equal the depth of an additional tract added to said Lot 1, Block 2, the same being to a depth of 30 feet, more or less.

One certain tract of land adjoining Lot 1 on the West side thereof, same being the side opposite to and furthest from the highway known as Lake Drive, which said additional tract of land is 100 feet wide and extends back from said Lot 1 a sufficient depth to take in one certain tool shed as thereon located, same being to a depth of 30 feet, more or less, situate in Waha Glen, according to the plat thereof on file in the office of the County Recorder of Nez Perce County, Idaho, in Book 2-B of Plats, page 103.

EXCEPTING that part of Lot 3 of Section 9 in Township 33 North, Range 4 West of the Boise Meridian, described as follows: Commencing at the Southeast corner of said Lot 3; thence Northwesterly along the West line of the Nez Perce Indian Reservation to the Northeast corner of said Lot 3; thence West along the North line of said Lot 3 a distance of 204.1 feet to a point; thence Southeasterly to a point on the South line of said Lot 3, 235 feet West of the point of beginning; thence East along the South line of said Lot 3 a distance of 235 feet to the point of beginning, SUBJECT to rights-of-way for roads and pipelines.

ALSO EXCEPTING That part of Lot 4, Section 9, Township 33 North, Range 4 West of the Boise Meridian, described as follows: Commencing at the Southwest corner of the Nez Perce Indian Reservation, the point of beginning, thence North 5°45' West along the West line of the Nez Perce Indian Reservation a distance of 221 feet to the Northeast corner of said Lot 4; thence West along the North line of said Lot 4 a distance of 235 feet to a point; thence South 5°45' East on a line parallel to the said West line of the Nez Perce Indian Reservation a distance of 442 feet, more or less, to the mean high water line of Lake Waha; thence

in a Northeasterly direction along the mean highwater line of Lake Waha to the place of beginning; EXCEPTING THEREFROM an irregular tract of land being portions of Lot 4, Section 1 and Lot 1 and of the Northeast Quarter of the Northwest Quarter of Section 16, all in Township 33 North, Range 4 West of the Boise Meridian, described as follows:

Commencing at the quarter corner common to Sections 9 and of Township 33 North, Range 4 West of the Boise Meridian, thence South 54 feet more or less to a point on the north line of an easement for right-of-way, which easement is recorded in Book 8 of Easements, page 579, records of Nez Perce County, Idaho, Instrument No. 249455; thence following the external boundary of said right-of-way extended, South 46°47' West a distance of 467 feet to a point; thence South 38°45' West a distance of 124 feet to a point; thence South 63° West a distance of 105 feet to a point; thence South 27° East a distance of 250 feet to a point; thence North 63° East a distance of 154 feet to a point; thence North 38°45' East a distance of 157 feet to a point; thence North 46°47' East a distance of 562 feet to a point; thence North 63°30' East a distance of 232 feet to a point; thence North 65°27' East a distance of 141 feet, more or less, to a point on the section line common to Sections 9 and 16, thence East a distance of 169 feet, more or less, to the meander corner of said Sections 9 and 16 located on the side of Waha Lake; thence following the meanders of the Waha Lake survey in a northerly and easterly direction to a point where said meanders intersect the West line of that tract of land described as a portion of Lot 4, Section 9, Township 33 North, Range 4 West Boise Meridian, in that certain deed of conveyance recorded in Book 205 of Deeds, pages 226 and 227, records of Nez Perce County, Idaho; thence North 5°45' West a distance of 442 feet, more or less, to a point on the North line of said Lot 4 of Section 9, which point bears west a distance of 235 feet from the West line of the Nez Perce Indian Reservation boundary; thence West along the North line of said Lot 4 a distance of 500 feet to a point; thence North 28°10' West a distance of 1498 feet more or less to the point of beginning, which point is the quarter corner common to Sections 9 and 16. A portion of said lands are subject to those provisions of that certain easement recorded in Book 8 of Easements, page 579, Instrument No. 249455, records of Nez Perce County, Idaho.

ALSO a right-of-way for public road being a strip of land located within Lot 3 of Section 9, Township 33 North, Range 4 West Boise Meridian, which strip of land is 50 feet in width and being 25 feet on each side of the center line of said strip of land, which center line is described as follows:

Beginning at the quarter corner common to Sections 9 and 16, Township 33 North, Range 4 West Boise Meridian, thence North 1320 feet to the Southwest corner of said Lot 3; thence E. 897 feet to a point on the South line of said Lot 3, which point is the true point of beginning; thence North 58°06' East a distance of 59 feet to a point; thence North 42°18' East a distance of 284 feet to a point; thence North 2°02' West a distance of 100 feet to a point; thence North 13°08' West a distance of 294 feet to a point; thence North 23°23' West a distance of 134 feet to a point; thence North 36°41' East a distance of 244 feet to a point; thence North 11°36' East a distance of 151 feet, more or less, to a point on the South right-of-way line of the Lewiston-Winchester

County road and which point bears South 39°06' West a distance of 276 feet from a subdivision monument of Section 9, which monument was established by a private survey. Said monument may or may not be properly located as a true corner of the subdivision of said Section 9.

Section 16: Lot 1 and the North half of the Northwest Quarter.

EXCEPT Lots 4 and 5 of Block 1, Waha Glen Addition to Nez Perce County, State of Idaho, according to the recorded plat thereof, and reserving the right of access thereto over and across the existing roadway thereto to its junction with the county road.

MICROFILM

(425447)

425447

RECEPTION
INDEXED
FILMED
DELIVERED
MAILED

QUITCLAIM DEED

THIS INDENTURE, made and entered into this 30th
day of April, 1979, by and between ADOLPH RICCI, ROBERT
GRIMM, GARY DODGE, RONALD HORN and JAMES D. DANIEL, Parties
of the First Part, and WAHA GLEN WATER DISTRICT, of Box 43
Lewiston, Idaho, Party of the Second Part;

W I T N E S S E T H:

That the said Parties of the First Part, for and
in consideration of the sum of TEN DOLLARS (\$10.00), lawful
money of the United States and other valuable considerations
to them in hand paid by the Party of the Second Part,
receipt whereof is hereby acknowledged, do by these presents
remit, release and forever QUITCLAIM unto the said Party of
the Second Part, its successors and assigns, the following
described real property situate in the County of Nez Perce,
State of Idaho, to-wit:

All water works, water lines and water distribution
system and all easements in connection with water
transmission and distribution owned by or belonging to
the parties of the first part or in which they may have
an interest, on, over, under and across the real property
described in Exhibit "A" attached hereto and by this
reference incorporated herein and made a part hereof as
though fully set forth herein, including but not limited
to the property and easements described on Exhibit "B"
attached hereto and by this reference incorporated
herein and made a part hereof as though fully set forth
herein.

TOGETHER with all and singular, the tenements,
hereditaments and appurtenances thereunto belonging or in
anywise appertaining, the reversion and reversions, the
remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular, the said
premises with the appurtenances unto the said Party of the
Second Part, and to its successors and assigns, forever.

IN WITNESS WHEREOF, the said Parties of the First Part have hereunto set their hands and seals the day and year in this indenture first above written.

INST. NO 425477
FILED FOR RECORDING
FEE \$3.00
79 MAY 25 PM 4 25
PERCE COUNTY TITLE CO.

JAMES E. LLOYD
RECORDER, PERCE CO. ID.
JAMES E. LLOYD
RECORDER, PERCE CO. ID.
JAMES E. LLOYD
RECORDER, PERCE CO. ID.

Adolph Ricci
ADOLPH RICCI

Robert Grimm
ROBERT GRIMM

Gary Dodge
GARY DODGE

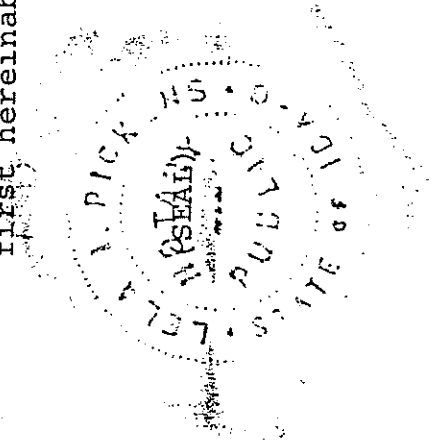
Ronald L. Horn Sr.
RONALD HORN

James D. Daniel
JAMES D. DANIEL

STATE OF I D A H O)
County of NEZ PERCE) ss.

On this 30th day of April, 1979, before me, the undersigned, a Notary Public in and for the said state, personally appeared ADOLPH RICCI, ROBERT GRIMM, GARY DODGE, RONALD HORN, and JAMES D. DANIEL known to me to be the persons whose names are subscribed to the foregoing 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 hereinabove written.



Notary Public in and for the State of Idaho, residing at Lewiston therein.

EXHIBIT "A"

All situate in the County of Nez Perce, State of Idaho, to-wit:

All in Township 33 North, Range 4 West of the Boise Meridian:

Section 8: The Southeast Quarter of the Southeast Quarter.

Section 9: The Southeast Quarter of the Southwest Quarter.

That portion of Lot 2 in Section 9 lying South of the Waha-Grangeville Highway.

Section 9: All of Lot 4 except an irregular tract of land being portions of Lot 4 of Section 9, and of Lot 1 and of the NE1/4NW1/4 of Section 16, all in Township 33 North, Range 4 West, Boise Meridian, Idaho, and described as follows:

Commencing at the quarter corner common to Section 9 and 16 of T33N, R4WBM, thence South 54 feet more or less to a point on the north line of an easement for right-of-way, which easement is recorded in the records of Nez Perce County, Idaho in Book 8 of Easements at page 579 and is therein designated instrument number 249455; thence, following the external boundary of said right-of-way extended S46°47'W a distance of 467 feet to a point; thence S 38°45'W a distance of 124 feet to a point; thence S63°W a distance of 105 feet to a point; thence S27°E a distance of 250 feet to a point; thence N63°E a distance of 154 feet to a point; N38°45'E a distance of 157 feet to a point; thence a distance of 562 feet to a point; thence N46°47'E of 232 feet to a point; thence N63°30'E a distance of 141 feet, more or less to a point; thence N65°27'E. a distance of to Section 9 and 16; thence east a distance of 169 feet more or less to the meander corner of said Sections 9 and 16 located on the west side of Waha Lake; thence following the meanders of the Waha Lake survey in a northerly and easterly direction to a point where said meanders intersect the west line of that tract of land described as a portion of Lot 4, Section 9, T33N, R4WBM, in that certain deed of conveyance recorded in Book 205 of Deeds, at Pages 226 and 227, records of Nez Perce County, Idaho, thence N 5°45' W a distance of 442 feet more or less to a point on the north line of said Lot 4 of Section 9, which point bears west a distance of 235 feet from the West line of the Nez Perce Indian Reservation boundary; thence west along the north line of said Lot 4 a distance of 500 feet to a point; thence South 28°10' W a distance of 1498 feet more or less to the point of beginning and which point is the quarter corner common to Sections 9 and 16.

ALSO:

That part of Lot 4, Section 9, Township 33 North, Range 4 West of the Boise Meridian, described as follows:

Commence at the Southwest corner of the Nez Perce Indian Reservation, the point of beginning; thence N5°45'W along the West line of the Nez Perce Indian Reservation a distance

of 221' to the Northeast corner of said Lot 4; thence West along the North line of said Lot 4 a distance of 235' to a point; thence S5°45'E on a line parallel to the West line of the Nez Perce Indian Reservation a distance of 442' more or less to the mean high water line of Lake Waha; thence in a Northeasterly direction along the mean highwater line of Lake Waha to the place of beginning.

Section 9: Lot 3 and the West Half of the Southwest Quarter.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of Block 2, Waha Glen, according to the recorded plat thereof.

ALSO: A tract of land known as the "Lane" situate between Lots 1 and 2 of Block 2 of Waha Glen, as shown by the official plat thereof, measurements of said Lane being 25.04 feet wide, 154.36 feet on the side adjoining Lot 1 and 150.22 feet on the side adjoining Lot 2.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 of Block 1, Waha Glen, according to the recorded plat thereof.

One certain tract of land adjoining the lane between Lots 1 and 2, Block 2, on the west side, same being that side opposite to and furthest from the highway known as Lake Drive, which said additional tract is 25.04 feet wide and extends back from said Lane a sufficient depth to equal the depth of an additional tract added to said Lot 1, Block 2, the same being to a depth of 30 feet, more or less.

One certain tract of land adjoining Lot 1 on the West side thereof, same being the side opposite to and furthest from the highway known as Lake Drive, which said additional tract of land is 100 feet wide and extends back from said Lot 1 a sufficient depth to take in one certain tool shed as thereon located, same being to a depth of 30 feet, more or less, all situate in Waha Glen, according to the plat thereof on file in the office of the County Recorder of Nez Perce County, Idaho, in Book 2-B of Plats, page 103.

EXCEPTING that part of Lot 3 of Section 9 in Township 33 North, Range 4 West of the Boise Meridian, described as follows: Commencing at the Southeast corner of said Lot 3; thence Northwesterly along the West line of the Nez Perce Indian Reservation to the Northeast corner of, said Lot 3; thence West along the North line of said Lot 3 a distance of 204.1 feet to a point; thence Southeasterly to a point on the South line of said Lot 3, 235 feet West of the point of beginning; thence East along the South line of said Lot 3 a distance of 235 feet to the point of beginning, SUBJECT to rights-of-way for roads and pipelines.

ALSO EXCEPTING That part of Lot 4, Section 9, Township 33 North, Range 4 West of the Boise Meridian, described as follows: Commencing at the Southwest corner of the Nez Perce Indian Reservation, the point of beginning, thence North 5°45' West along the West line of the Nez Perce Indian Reservation a distance of 221 feet to the Northeast corner of said Lot 4; thence West along the North line of said Lot 4 a distance of 235 feet to a point; thence South 5°45' East on a line parallel to the said West line of the Nez Perce Indian Reservation a distance of 442 feet, more or less, to the mean high water line of Lake Waha; thence

in a Northeasterly direction along the mean highwater line of Lake Waha to the place of beginning; EXCEPTING THEREFROM an irregular tract of land being portions of Lot 4, Section 9 and Lot 1 and of the Northeast Quarter of the Northwest Quarter of Section 16, all in Township 33 North, Range 4 West of the Boise Meridian, described as follows:

Commencing at the quarter corner common to Sections 9 and 16 of Township 33 North, Range 4 West of the Boise Meridian, thence South 54 feet more or less to a point on the north line of an easement for right-of-way, which easement is recorded in Book 8 of Easements, page 579, records of Nez Perce County, Idaho, Instrument No. 249455; thence following the external boundary of said right-of-way extended, South 46°47' West a distance of 467 feet to a point; thence South 38°45' West a distance of 124 feet to a point; thence South 63° West a distance of 105 feet to a point; thence South 27° East a distance of 250 feet to a point; thence North 63° a distance of 154 feet to a point; thence North 38°45' East a distance of 157 feet to a point; thence North 46°47' East a distance of 562 feet to a point; thence North 63°30' East a distance of 232 feet to a point; thence North 65°27' East a distance of 141 feet, more or less, to a point on the section line common to Sections 9 and 16, thence East a distance of 169 feet, more or less, to the meander corner of said Sections 9 and 16 located on the West side of Waha Lake; thence following the meanders of the Waha Lake survey in a northerly and easterly direction to a point where said meanders intersect the West line of that tract of land described as a portion of Lot 4, Section 9, Township 33 North, Range 4 West Boise Meridian, in that certain deed of conveyance recorded in Book 205 of Deeds, pages 226 and 227, records of Nez Perce County, Idaho; thence North 5°45' West a distance of 442 feet, more or less, to a point on the North line of said Lot 4 of Section 9, which point bears west a distance of 235 feet from the West line of the Nez Perce Indian Reservation boundary; thence West along the North line of said Lot 4 a distance of 500 feet to a point; thence South 28°10' West a distance of 1498 feet more or less to the point of beginning, which point is the quarter corner common to Sections 9 and 16. A portion of said lands are subject to those provisions of that certain easement recorded in Book 8 of Easements, page 579, Instrument No. 249455, records of Nez Perce County, Idaho.

ALSO a right-of-way for public road being a strip of land located within Lot 3 of Section 9, Township 33 North, Range 4 West Boise Meridian, which strip of land is 50 feet in width and being 25 feet on each side of the center line of said strip of land, which center line is described as follows:

Beginning at the quarter corner common to Sections 9 and 16, Township 33 North, Range 4 West Boise Meridian, thence North 1320 feet to the Southwest corner of said Lot 3; thence E. 897 feet to a point on the South line of said Lot 3, which point is the true point of beginning; thence North 58°06' East a distance of 59 feet to a point; thence North 42°18' East a distance of 284 feet to a point; thence North 2°02' West a distance of 100 feet to a point; thence North 13°08' West a distance of 294 feet to a point; thence North 23°23' West a distance of 134 feet to a point; thence North 36°41' East a distance of 244 feet to a point; thence North 11°36' East a distance of 151 feet, more or less, to a point on the South right-of-way line of the Lewiston-Winchester

County road and which point bears South 39°06' West a distance of 276 feet from a subdivision monument of Section 9, which monument was established by a private survey. Said monument may or may not be properly located as a true corner of the subdivision of said Section 9.

Section 16: Lot 1 and the North half of the Northwest Quarter.

EXCEPT Lots 4 and 5 of Block 1, Waha Glen Addition to Nez Perce County, State of Idaho, according to the recorded plat thereof, and reserving the right of access thereto over and across the existing roadway thereto to its junction with the county road.

November 30, 1977

General Water & Utilities Transmission Easements

- (1) The North 20 feet of Lot 17, Block One, Waha Glen Subdivision.
- (2) An easement varying from 20 to 40 feet in width having a perimeter described as follows:
Beginning at a point on the centerline of the Road description (3) lying S.88°12'32"W. 1058.0 feet from the one-quarter corner common to Sections 9 and 16, T.33N., R.4W. B.M.; thence N.0°00'35"E. 33.07 feet to a point on the North line of the NW 1/4 of said Section 16 lying West 1057.48 feet from the said one-quarter corner; thence West 20.00 feet along said North line; thence N.0°00'35"E. 281.00 feet; thence East 20.00 feet; thence S.0°00'35"W. 56.5 feet; thence S.89°59'25"E. 20.00 feet; thence S.0°00'35"W. 247.6 feet to a point on the said centerline of Road (3); thence S.63°29'30"W. 22.35 feet to the Point of Beginning. Containing an area of 10,670 square feet.
- (3) An easement 20 feet in width having a centerline described as follows:
Beginning at a point on the centerline of Waha Lake Drive lying S.51°59'23"W. 1125.53 feet from the one-quarter corner common to Sections 9 and 16, T.33N., R.4W. B.M.; thence N.51°40'15"W. 145.82 feet to the Point of Terminus on the South line of Road easement description (2).

November 30, 1977

No. 1 Reservoir with adjacent Access and Water Transmission Easements

Access Easements

A road easement description for two 20.00 foot wide access easements lying 10.00 feet either side of the following described centerlines:

Commencing at the Northeast corner of Lot 1, Block 2 of Waha Glen Subdivision as recorded in Nez Perce County, Idaho; thence S.24°00'W. 13.45 feet along the East line of said Lot 1 to the Point of Beginning of the First road easement centerline;

thence N.51°15'05"W. 118.63 feet; thence S.61°20'05"W. 281.90 feet; thence S.69°05'05"W. 72.25 feet; thence N.57°28'20"W. 43.91 feet; thence N.1°28'10"E. 61.25 feet; thence N.21°02'25"E. 32.62 feet; thence N.14°51'30"E. 127.62 feet to the Point of Terminus of said First road easement centerline;

thence return S.14°51'30"W. 127.62 feet along the centerline of the First road to the Point of Beginning of the Second road centerline, said point being the Point of Beginning of the No.1 Reservoir;

thence N.73°47'44"W. 59.97 feet to the said Point of Terminus of the First road easement; thence N.79°43'41"W. 21.67 feet; thence N.71°43'25"W. 56.85 feet; thence N.20°33'25"E. 87.76 feet; thence N.20°50'50"E. 92.40 feet; thence S.71°45'00"E. 145.49 feet; thence S.22°04'05"W. 140.59 feet; thence N.74°14'08"W. 16.79 feet to the Point of Beginning of the Reservoir, Containing an area of 21,411 square feet.

Water Transmission Easements

(A) An easement 20 feet in width having a centerline described as follows:

Commencing at the Northeast corner of said Lot 1, thence N.24°E. 42.29 feet along the prolongation of the said East line of Lot 1 to the Point of Beginning;

thence N.78°04'W. 158.42 feet; thence N.62°29'10"W. 167.74 feet; thence N.69°50'10"W. 28.87 feet to the Point of Terminus on the East line of the above described No. 1 Reservoir site lying N.22°04'05"E. 43.75 feet from the Southeast corner thereof.

(B) An easement 20 feet in width having a perimeter described as follows:
Commencing at the said Northeast corner of Lot 1; thence N.24°E. 150.00 feet along the said prolongation of the East line of Lot 1 to the Point of Beginning;
thence N.71°45'W. 356.21 feet along the South line of a 4.98 acre parcel of land to the Northeast corner of the above described No. 1 Reservoir site; thence S.22°04'05"W. 20.04 feet along the East line of said reservoir site; thence S.71°45'E. 355.53 feet to a point on the said prolongation of the East line of Lot 1; thence N.24°E; 20.10 feet along the said prolongation to the Point of Beginning. Containing an area of 7,117 square feet.

Primary Drilled Well Site Easement

Beginning at the Northwest corner of Lot 1, Block one, Waha Glen Subdivision; thence N.24°E' 48.94 feet along the prolongation of the West line of said Lot 1 to the Southwest corner of the "Waha Store" parcel; thence S.66°E. 50.00 feet along the South line of said Waha Store parcel; thence S.24°W. 48.94 feet to a point on the North line of said Lot 1, Block One; thence N.66°W. 20.00 feet along said North line; thence S.24°W. 10.00 feet; thence N.66°W. 30.00 feet to a point on the West line of said Lot 1; thence N.24°E' 10.00 feet along said West line to the Point of Beginning. Containing an area of 2,747 square feet.

~~JAMES W. BROWN~~
AND ASSOCIATES. . . LAND SURVEYORS

ENGINEERING

LAND SURVEYING

MAPPING

SPRING WATER TRANSMISSION LINE EASEMENT

Commencing at the monument marking the S.W. corner of the S.E. 1/4 S.E. 1/4 of section 8, T.33N., R.4W.B.M.; thence S.89°34'05"E. 855.30 feet along the South line of said S.E. 1/4 S.E. 1/4; thence North 199.07 feet to the Point of Beginning at the center of the existing Spring House;

thence the following courses and distances along the centerline of an easement 20 feet in width: N.4°02'26"W. 58.77 feet, and N.10°17'33"W. 130.47 feet, and N.2°54'28"E. 370.07 feet, and N.19°30'23"E. 121.20 feet, and N.27°18'33"E. 299.08 feet, and N.44°35'48"E. 181.90 feet, and N.30°07'00"E. 62.20 feet to a point on the North line of said S.E. 1/4 S.E. 1/4 lying N.89°32'10"W. 135.24 feet from the N.E. corner of said S.E. 1/4 S.E. 1/4; thence continue N.30°07'E. 62.75 feet; thence N.55°26'50"E. 120.54 feet, and N.58°37'50"E. approximately 240 feet to the Point of Terminus at the reservoir.

DRILLED-WELL SITE & HAND-DUG WELL SITE

Beginning at a point on the westerly line of an easement for roadway and utilities 40 feet in width lying S.56°58'27"E. 887.38 feet from the monument marking the N.W. corner of the S.E. 1/4 S.E. 1/4 of section 8, T.33N., R.4W.B.M.; thence N.63°32'52"W. 35.68 feet; thence S.26°27'08"W. 25 feet; thence N.73°27'18"W. 118.02 feet; thence N.88°50'00"W. 50 feet; thence S.01°10'W. 50 feet; thence S.88°50'E. 50 feet; thence N.01°10'E. 24.46 feet; thence S.73°27'18"E. 106.94 feet; thence S.63°32'52"E. 35.68 feet to a point on the said roadway-utilities easement westerly line; thence N.26°27'08"E. 50 feet to the Point of Beginning, containing an area of 7054 square feet.

JAMES W. CREW
AND ASSOCIATES . . . LAND SURVEYORS

ENGINEERING

LAND SURVEYING

MAPPING

UTILITIES EASEMENT TO WELLS SITE

An easement 20 feet in width having a centerline described as follows:

begining at the center of the drilled-well lying S.55°16'39"E. 880.02 feet from the N.W. corner of the S.E. 1/4 S.E. 1/4 of Section 8, T.33N., R.4W. B.M.; thence S.72°14'51"E. 51.26 feet to a point on the easterly line of an easement for roadway and utilities 40 feet in width; thence S.80°01'20"E. 151.59 feet; thence N.27°18'50"E. 235.50 feet; thence N.43°38'45"E. 278.53 feet; thence N.48°42'20"E. 405.71 feet; thence N.24°42'20"E. 98.11 feet; thence N.69°20'25"W. 56.6 feet to the Point of Terminus on the east side of the reservoir.

RESERVOIR No. 2 Site

Beginning at a point on the South line of the S.E. 1/4 S.E. 1/4 of Section 8, T.33N., R.4W.B.M. lying S.89°34'05"E. 168.69 feet from the S.W. corner of said S.E. 1/4 S.E. 1/4;

Thence N.27°16'00"E. 220.76 feet to a point on the centerline of a roadway and utilities easement; Thence S.26°08'21"E. 65.47 feet, and S.9°11'19" E. 140.41 feet along said easement centerline to a point on the said S.E. 1/4 S.E. 1/4 South line; Thence N.89°34'05"W. 152.40 feet to the Point of Beginning, containing an area of 16,350 square feet.

UTILITY EASEMENT TO RESERVOIR No. 2

An easement 20 feet in width having a centerline described as follows;

Beginning at a point on the East line of the above described reservoir no.2 site, lying N.9°11'19"W. 104.64 feet from the S.E. corner thereof; Thence N.39°52'30"E. 526.68 feet to a point on the centerline of an easement for roadway and utilities; Thence N.18°17'33"E. 45.06 feet along said roadway utilities easement centerline; Thence S.89°35'43"E. 180.13 feet to the point of terminus on the centerline of the spring-water transmission easement.

FRESH WATER SPRING EASEMENT SITE

Commencing at the monument marking the S.W. corner of the S.E. 1/4 S.E. 1/4 of section 8, T.33N., R.4W.B.M.; Thence S89°34'05"E. 830.30 feet along the South line of said S.E. 1/4 S.E. 1/4 to the Point of Beginning; Thence North 208.88 feet; thence East 50 feet; thence South 209.26 feet to a point on the said South line S.E. 1/4 S.E. 1/4; thence N.89°34'05"W. 50.00 feet along said South line to the Point of Beginning, containing an area of 10,453.5 square feet.

North

'State' of Idaho } 53
County of New Pomeroy }

IN WITNESS WHEREOF, we have set our hand and seal
this _____ day of _____ 1941.

State of Idaho }
County of Nez Perce } ss

IN WITNESS WHEREOF I have hereunto set my hand and affixed

Mr. [unclear] [unclear]

NW 1/4 of SW 1/4 of Section 9
Twp 33 N, R. 4 W, B. 14

SW 1/4 of SW 1/4 of Section 9
Twp 33 N., R. 4 W.B.M.

Block 1

Block 2

W. H. L. - L. L. L. C. 184

State of Idaho }
County of Nez Perce } ss:

R. J. Aguilar

By W. H. Harrison Deputy
For J. G. Smith
Mail to _____
At _____

Wahna, Nez Perce County, Idaho.
Part of W $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 9 T.33N.R.4W.B.M.
Scale: 1 inch = 100 feet.
July 1931.

J, V, N

FILED
APR 20 1978
JUN 23 1978

Memorandum 4/16/101

KEETON and TAIT
PAUL C. KEETON
Attorney at Law
P.O. Drawer E
312 Miller Street
Lewiston, ID 83501
(208) 743-6231

James Lloyd
Clerk of the District Court
Deputy

Final Order
James Lloyd
Deputy

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF NEZ PERCE

In the Matter of the) Case No. 38344
WAHA GLEN WATER DISTRICT.) FINAL ORDER ESTABLISHING
WAHA GLEN WATER DISTRICT)
)

An election was held on the 14th day of June, 1978, for the purpose of determining whether or not a water district would be created pursuant to Title 42 of the Idaho Code, and the returns of the election have been duly certified to the Court and have been filed by the Clerk of the Court on the 27th day of June, 1978.

The Court finds from the certification of the judges of the election that the votes case in favor of the organization were 45 and that two (2) votes were cast against the organization of the district. That in the same election, directors were chosen and those elected were Paul Mast, Don Hines, Robert Grimm, Adolph (Rick) Ricci, and Marian Hartley. The Court has been advised that Adolph (Rick) Ricci and Marian Hartley were chosen for six (6) year terms, that Robert Grimm and Paul Mast were chosen for four (4) year terms, and that Don Hines was chosen for a two (2) year term.

The Court having reviewed its file and all of the proceedings that have taken place in this matter finds that the requirements of Title 42 of the Idaho Code have been fully complied with and that the Waha Glen Water District is hereby established and is now a governmental subdivision of the State of Idaho and a body corporate

Final Order

with all of the powers of a public or quasi-municipal corporation.

That the district is now duly organized and the members of the Board of Directors shall qualify by filing with the Clerk of the Court their oaths of office and corporate surety bonds at the expense of the district in the amount of One Thousand Dollars (\$1000.00) each.

DATED this 28th day of June, 1978.

JOHN R. MAYHARD

District Judge

Final Order

-2-



STATE OF IDAHO

DEPARTMENT OF HEALTH AND WELFARE

DIVISION OF ENVIRONMENT - 1525 Idaho Street - Lewiston, Idaho 83501

April 25, 1978

Mr & Mrs. Glenn F. Cox
911 Linden Avenue
Lewiston, Idaho 83501

Re: Status of Waha Glenn
Water System

Dear Mr & Mrs. Cox:

The above mentioned water system was surveyed in 1976 and was provisionally approved.

Subsequently improvements have been made that will bring it into complete compliance with State Standards.

Additionally, the system has been turned over to a newly formed Water District for maintenance, operation and ownership.

As it now stands, the water system in Waha Glenn is approved as a public water system.

Sincerely,

DIVISION OF ENVIRONMENT

Marlin D. Brinkley
Marlin D. Brinkley, P. E.
Environmental Engineer

MDB/cmd
cc: Mike Christie
Waha Glenn Water District

REPORT ON WATER SYSTEM AT WAHA GLEN

There is a complete storage system at Waha Glen including wells and a spring as the source of supply, 55,000 gallon storage and a complete distribution system.

1. Source of Supply

Well No. 1 606 feet deep in Columbia Basalt. The diameter of the well is 10" to 175' and 8' to the bottom. A 5 H.P. pump provides 20 gallons per minute. The well is located in a pit which needs to be provided with a drain.

Well No. 2 332 feet deep in Columbia Basalt formation. The well was drilled years ago but was cleared out in 1956 and was in good condition at that time. There is no information regarding the capacity of this well, but it is estimated as having a capacity of 5 gallons per minute.

Spring The spring is located due west of the Waha Glen area. It has a normal flow of about 15 gallons per minute during most of the year but drops to as low as 3 gallons per minute during the fall. The flow from the spring is conveyed a distance of approximately 1150 feet by a 1½ inch polyethylene pipe to the reservoir. The flow from the spring is not filtered or chlorinated.

Tests on the water from the spring have shown that this water must be chlorinated in order to comply with Idaho Department of Environmental Protection and Health standards. The feed line from the spring to the reservoir is conveniently located so that the water may be chlorinated before going into the reservoir.

2. Storage

A 55,000 gallon concrete storage reservoir is located on the hill west of the north end of Waha Glen. The reservoir is in good condition.

This reservoir is adequate in size to provide for the proposed Waha Glen Development.

3. Distribution System

The distribution system consists of 4 inch 160 p.s.i., Polyvinyl Chloride pipe that runs from the reservoir to Lake Drive at the north end of Waha Glen and then along Lake Drive to a point 400 feet past the south end of the Waha Glen Subdivision. Services are all one-inch plastic. There are 14 services now with future provisions for approximately 60 connections total.

The 4-inch pipe is more than adequate than size to provide for the development.

WATER SYSTEM AT WAHA GLEN

Page 2

4. Right-of-way and Easements

Most of the distribution system is located on Lake Drive which bisects Waha Glen. The pipe running from the spring to the reservoir and from the reservoir to the distribution and traverses land owned by Edgar O. Hull, Jr. Easements are being prepared for these two sections.

5. Capacity of the System.

The capacity of the spring varies from 15 to 3 gallons per minute. This spring capacity is not figured in the system capacity because the capacity is low during the period of maximum use.

The springs do provide a good emergency water supply in event of failure of the wells. The flow from the springs must be chlorinated prior to use.

The estimated development will total 60 units with an average of 3 persons per unit.

Well No. 1 capacity 20 gallons per minute

Well No. 2 capacity 5 gallons per minute

Total Capacity 25 gallons per minute
36,000 gallons per day

Total demand:

180 persons at 100 g.p.d. - 18,000 gallons

This is domestic use. There is sufficient capacity to provide for some irrigation.

6. Conclusions

The water system is capable of supplying the planned requirements of the Waha Glen development. The quality is good and the quantity, using just the wells, is sufficient to meet the domestic needs and provide a margin of safety. The water is clear and palatable.

Charles C. Fiske

Charles C. Fiske

ID Dept of Health

Engineer CE629, LS1028

AMENDED NOTICE OF CLAIM

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

Identification No. _____
Date Received _____
Receipt Number _____

Amended
**NOTICE OF CLAIM
TO A
WATER RIGHT**

ACQUIRED UNDER STATE LAW
For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day.

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) Waha Glen Water District Phone (208) 746-6966
Mailing Address 40032 Waha Glen Road, Lewiston, ID Zip 83501

2. Date of Priority (Only one per claim) 5/5/45 Month/Day/Year

3. Source of water supply (Check one) () Groundwater or Other () (a) _____
which is tributary to (b) Clearwater River Name or kind of source

4. Location of point of diversion is: Township 35 Range 4 W
Section 8 SE 1/4 of SE 1/4 of _____ 1/4, Govt. Lot _____, BM.,
County of Nez Perce

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. Spring surfacing to ground, natural collection basin,
gravity flow to system reservoir.

6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)

For municipal purposes from 01-01 ^{Month/Day} to 12-31 ^{Month/Day} amount .04 (cfs)
(Both dates are inclusive)
For _____ purposes from _____ to _____ amount _____

7. Total quantity claimed .04 (cfs)

8. Total consumptive use claimed is de minimus

9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) municipal

10. Place of use is: Township: 33 Range N
Section 8,916, 1/4 of 1/4, Govt. Lot , B.M.,
County of Nez Perce for (Circle One) **Domestic** **Stock** **Domestic and Stock**
Additional places of use, if any

11. In which county (ies) are lands listed above as place of use located? Nez Perce

12. Do you own the property listed above as place of use? Yes No
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
.12 cfs in subcase 85-4038

14. Remarks: Municipal water use for Waha Glen Water District.

15. Basis of Claim (Circle One) **Beneficial Use** **Posted Notice** **License** **Permit** **Decree**

Court Decree Date Plaintiff vs Defendant

If applicable provide IDWR Water Right Number 85-4039

16. Signature (s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understood 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 do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Date

 Date

For Organizations: I do solemnly swear or affirm that I am Secretary

of Board of the Waha Glen Water District, that I have signed the foregoing

document in the space below as Secretary of Waha Glen Water District
Organization Title Organization

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

Signature of Authorized Agent Jaleen Alder Date 10-21-05

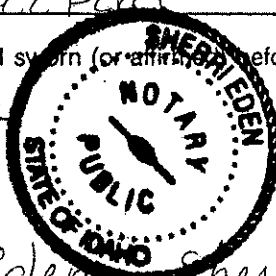
Title and Organization Secretary of the Waha Glen Water District

State of Idaho/or) SS.

County of Nez Perce)

Subscribed and sworn (or affirmed) before me this 21st day of Oct 2005

SEAL



Notary Public in - for the State of Id.

Residing at Cek

My Commission Expires 9-2-11

Last Name Eclery Sherr Ident No.