

10/06/2003

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

RIGHT NUMBER: 86-10046

NAME AND ADDRESS: LEE GASWINT
4441 CAVENDISH RD
NO 20
LENORE ID 83541

SOURCE: UNNAMED STREAM

TRIBUTARY: CLEARWATER RIVER

QUANTITY: 0.040 CFS
0.200 AFY

PRIORITY DATE: 04/30/1969

POINT OF DIVERSION:

T37N R01E S31 SENENW Within CLEARWATER County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION STORAGE	1/01 12/31	0.20 AFY
IRRIGATION	3/01 11/30	0.400 CFS
IRRIGATION FROM STORAGE	3/01 11/30	0.20 AFY

PLACE OF USE:

IRRIGATION STORAGE Within CLEARWATER County

T37N R01E S31 NENW 3.0

IRRIGATION Within CLEARWATER County

T37N R01E S31 NENW 3.0

IRRIGATION FROM STORAGE Within CLEARWATER County

T37N R01E S31 NENW 3.0

3 ACRES TOTAL

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: Beneficial Use

USE OF THIS RIGHT IS COMBINED WITH WATER FROM 86-7115.

86-10046



0 500 1000 Feet



Section 31
T37N R1E



 Point of Diversion

 Place of Use

Map prepared on October 6, 2003
By Kenneth Knoblock
Idaho Department of Water Resources



DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
OCT 01 2003
IDWR/North

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

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

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
	<u>86-7115</u>				
	<u>86-10046</u>				

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

~~A. The appropriate **FILING FEE**. See instructions for fee amounts.~~

B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.

C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or SURVEY MAP clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

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

3. Name and Address of Former Owner/Claimant(s) Glenn McKinney, Box 1715, Oakina, Id 83544 (deceased)
and/or Patrick W. Armon, 5327 West Ave. L2
4. New Owner/Claimant(s) Quartz Hill, Ca 93536
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address Lee A. Garswint, 4441 Guendish Rd. #20
- City, State and ZIP Code Lenore Id 83541
- New Telephone Number (208) 476-5424
5. Date you acquired the property 12-1-97

RECEIVED

SEP 08 2003

IDWR/North

Page 4, Policy No. OP 168607
T-14044

Schedule A continued

Parcel 1

Beginning at a point on the west line of the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 31, Township 37 North, Range 1 E.B.M., where the Southerly right of way line of the State Highway intersects the same. Thence South 445 feet; thence East 446 feet; thence South 75 feet; thence East 214 feet; thence South 92 feet; thence East 140 feet; thence Northwesterly to a point on the south boundary of State Highway 680 feet west of the east line of the northeast quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of said Section 31; thence Westerly along the South boundary of said State Highway to the point of beginning.

Parcel 2

That portion of the East Half of the West Half (E $\frac{1}{2}$ W $\frac{1}{2}$) of the Southeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 31, Township 37 North, Range 1 E.B.M. the following described tract used as a sewage lagoon and described as follows: beginning at the Northeast corner of said tract; thence South 125 feet to the true point of beginning; thence West 175 feet; thence South 140 feet; thence East 175 feet; thence North 140 feet to the point of beginning.

TOGETHER WITH a non-exclusive right of way 30 feet in width as the present road now exists to the lagoon and sewer lines.

Parcel 3

That portion of the W $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31, Township 37 North, Range 1 E.B.M.:

Beginning at the southwest corner of said W $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$; thence East 140 feet along the south boundary of Parcel 1 to the southeast corner of Parcel 1; thence Northwesterly along the easterly boundary of Parcel 1 408 feet to the point of beginning; thence East 177 feet to a point; thence South 208 feet to a point; thence East 100 feet to a point; thence North 224 feet to a point; thence West 277 feet to the easterly boundary of Parcel 1; thence Southeasterly along said easterly boundary of Parcel 1 to the real point of beginning.

RECEIVED
SEP 08 2003
IDWR/North

DEED OF TRUST NOTE

\$60,000
8%
10 Years

Clearwater County, Idaho
November __, 1997

FOR VALUE RECEIVED, in lawful money of the United States of America, we agree to pay to PATRICK WAYNE ARMAN and ARLA J. ARMAN, husband and wife, or order, the sum of SIXTY THOUSAND DOLLARS and 00/100 (\$60,000.00) with interest on the decreasing amounts thereof from the date hereof until paid at the rate of Eight Percent (8%) per annum, beginning on the 1st day of December, 1997, in the manner following: In monthly installments of \$728.00. The first payment will be due on the 10th day of January, 1998 and continuing on the 10th day of each month thereafter until December 10th 2007, at which time the remaining unpaid principal payments and all interest accrued thereon shall be paid in full.

The undersigned may prepay all or any portion of said note prior to the due date without penalty.

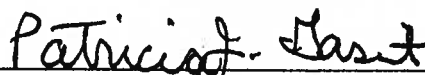
And, we further promise and agree that in case of default in the payment of any of the said installments when, by the terms hereof, the same shall fall due, the whole of the principal sum then remaining unpaid, together with interest that shall have accrued thereon, shall forthwith become due and payable, at the election of the holder of this Note, and in the event of a suit or action to enforce the collection of this Note, or any portion thereof, we promise and agree to pay in addition to the costs and disbursements provided by statute, a reasonable attorney's fee in said suit or action.

All payments to be made under the terms of this Deed of Trust Note shall be made through Clearwater County Land Title Company, 125 Johnson Avenue, Orofino, Idaho 83544.

~~This Deed of Trust Note is secured by a Second Deed of Trust bearing even date~~

herewith,


LEE A. GASWINT


PATRICIA JAYNE GASWINT

DEED OF TRUST NOTE

CHENOWETH LAW OFFICES
131 Michigan Avenue
PO Box 2040
Orofino, ID 83544
Telephone: (208) 476-5545

DEED OF TRUST

THIS DEED OF TRUST; Made this 1st day of ~~November~~ ^{December}, 1997, BETWEEN, LEE A. GASWINT and PATRICIA JAYNE GASWINT, husband and wife, of 3110 6th Street, Lewiston, Idaho 83501, herein called GRANTOR, Clearwater County Land Title Company, herein called TRUSTEE, and PATRICK WAYNE ARMAN and ARLA J. ARMAN, husband and wife, herein called BENEFICIARIES,

WITNESSETH; That Grantor does hereby irrevocably GRANT, BARGAIN, SELL, AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Clearwater, State of Idaho, described as follows and containing not more than forty acres:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to the conferred upon Beneficiary to collect and apply such rents, issues, and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of SIXTY THOUSAND DOLLARS, (\$60,000), final payment due December __, 2007, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments, representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust. In addition to the payments due in accordance with the terms of the not hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure eight per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default.

Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver of the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

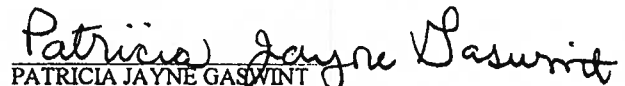
7. This Deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or if the note has been pledged, the pledgee thereof. In this deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

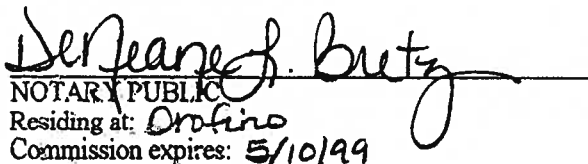
Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.


LEE A. GASWINT


PATRICIA JAYNE GASWINT

STATE OF IDAHO, COUNTY OF Clearwater
On this 1st day of November, 1997,
before me, a Notary Public in and for said State,
personally appeared:

LEE A. GASWINT and PATRICIA JAYNE GASWINT
known to me to be the person whose name subscribed to
the within instrument, and acknowledged to me that
they executed the same.


NOTARY PUBLIC
Residing at: Orofino
Commission expires: 5/10/99

STATE OF IDAHO, COUNTY OF
I Hereby Certify that this instrument was filed
for record at the request of:

At _____ minutes past _____ o'clock M.,
This _____ day of _____, 1997,
In my office, and duly recorded in book of Mortgages
at page _____

EX-OFFICIO RECORDER

BY _____
DEPUTY

FEES: \$
MAIL TO:

**THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST**

Idaho, _____, 1997

To _____, Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certifies that the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address _____

Telephone No. _____

DEED OF TRUST

CHENOWETH LAW OFFICES
131 Michigan Avenue - PO Box 2040
Orofino, Idaho 83544
Telephone: (208) 476-5545

A 86-10046 PICTURES



REFILMED
APR 27 1993

A 86-10046 PICTURES



MICROFILMED
APR 27 1993



State of Idaho
DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615
(208) 769-1450

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

August 12, 2003

Lee & Patricia Gaswint
4441 Cavendish Rd. #20
Lenore, ID 83541

RE: 86-7115 & 86-10046

Dear Mr. & Mrs. Gaswint:

We have not received a change ownership form on the water right claims filed by Patrick Arman. We will be finishing our recommendations within the next 6 weeks and then sending them to the court. If you want your name in the final recommendation, then you need to file a change in water right ownership form and mail it to this office. Be sure to include a copy of the warranty deed or other document as described in item 2. B and sign the back of the form.

Thank you for your cooperation.

A handwritten signature in black ink, appearing to read 'Ken Knoblock', written over a horizontal line.

Kenneth Knoblock
Water Resources Agent



State of Idaho

DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-2615

(208) 769-1450

Fax (208) 769-1454

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

March 24, 2003

Patrick Arman
5327 West Avenue L-2
Quartz Hill, CA 93536

RE: 86-7115 & 86-10046

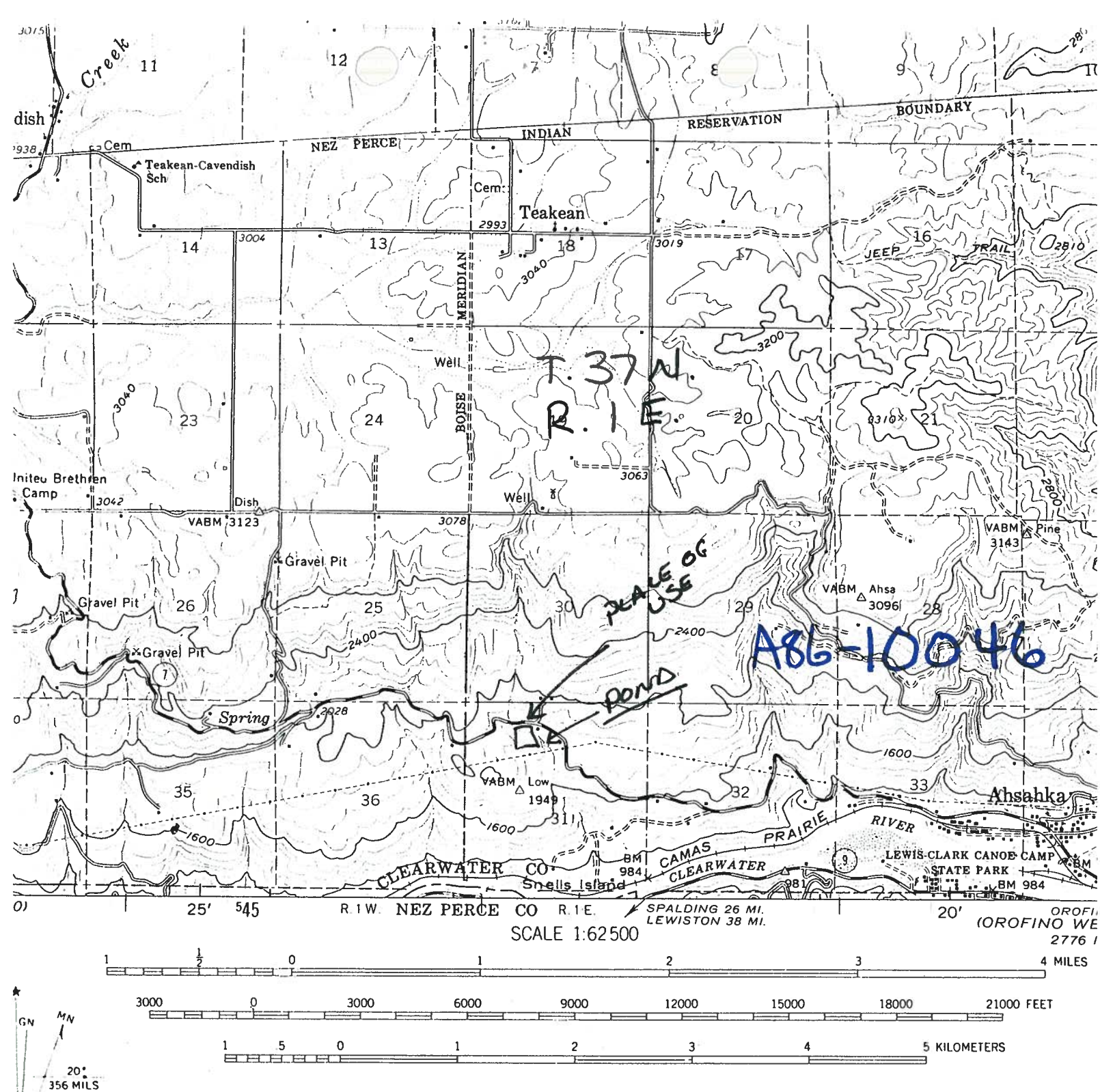
Dear Mr. Arman:

On August 30, 1988, you submitted two Notice of Claims in the Snake River Basin Adjudication. We searched the Clearwater County tax lot information and cannot find your property. Would you please provide us with the parcel number of the property associated with these rights?

Thank you for your cooperation.

A handwritten signature in black ink, appearing to read 'Kenneth Knoblock'.

Kenneth Knoblock
Water Resource Agent



CONTOUR INTERVAL 80 FEET
 DOTTED LINES REPRESENT 40-FOOT CONTOURS
 DATUM IS MEAN SEA LEVEL

THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
 FOR SALE BY U. S. GEOLOGICAL SURVEY, DENVER, COLORADO 80225, OR RESTON, VIRGINIA 22092
 A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

MICROFILMED
APR 27 1993

FIELD NOTES

JULY 10, 1991

A86-10046

THEORETICAL PUMPING CALCULATION

$$\frac{(2 \text{ H.P.}) (8.8) (.50)^{.502}}{(30 \text{ PSI} \times 2.31) + 50' \text{ HEAD}} = 0.07 \text{ CFS}$$

2.0 H.P. BERKLEY PUMP

SER. 7484445
MOD. C1 Y4 TPLS

DAYTON MOTOR - MOD 5K4760

1 1/2" INTAKE 1 1/4" OUTLET

APPROX. 50' HEAD

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APR 27 1993

JULY 10, 1991 - 4:30 pm

$$\frac{5 \text{ SEC}}{60 \text{ SEC}} = \frac{5 \text{ gal}}{4} = 6.0 \text{ GPM}$$

2 LINES FROM PRESSURE TANK (150 GAL)

1 1/2" LINE GOES TO WEST SIDE OF T. COURT
1 1/4" EAST

~~300~~ 300' OF ^{BOTH} LINES

5 GAL BUCKET

3 ACRES OF IRR. FROM POND

A86-10046

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APR 27 1993



State of Idaho

DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, Suite 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814 • (208) 765-4639

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

October 23, 1990

A86-10046

Glenn W. McKinney
Box 1715
Orofino, ID 83544

Dear Claimant:

In the past, you submitted the claim(s) identified by the numbers shown above your name and address at the top of this letter. You indicated on the claim(s) that the basis for establishing the water right(s) was Beneficial Use, meaning the water right was not previously confirmed by a decree, water right license or permit before you filed the claim(s).

The purpose of this letter is to request evidence supporting the priority date(s) listed on your claim(s). The enclosed pamphlet describes what this means. While I encourage you to read all of the pamphlet, I direct your attention to the right-hand half of the pamphlet after you open it. There you will find two sections: What Kind Of Evidence Is Required, and Some Examples of Documents Which May Be Evidence of the Priority Date. These sections tell you what must be submitted. The other sections tell you why the evidence is necessary.

The Department of Water Resources cannot recommend your claim(s) to be decreed without written evidence supporting the priority date(s) listed on your non-domestic and stock claim(s). Please respond within 30 days of the date on this letter.

It is our goal to decree the historical water rights within the Snake River Basin as accurately as possible. If you have questions not addressed by the pamphlet or need other technical assistance, please feel free to contact this office. For advice on your water right(s), please contact your attorney.

Sincerely,

Allen Beardslee
Sr. Water Resource Agent

MICROFILMED

APR 27 1993



DATE JULY 10, 1991

PRIORITY DATE VERIFICATION
SRBA CLAIM # A86-10046

I L.L. BECK AFFIRM THAT I DEVELOPED A POND TO IRRIGATE
LAWNS AND GARDENS IN THE BECK TRAILER COURT APR. 30, 1969.
I CAN ATTEST TO THE FACT THAT THE WATER HAS BEEN USED
FOR THESE PURPOSES EVERY YEAR SINCE IT WAS DEVELOPED.

L. L. Beck
SIGNED

SIGNED Before me July 10, 1991 - CLEARWATER
COUNTY

Allen Beardslee

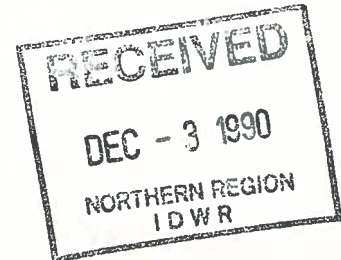
COMMISSION EXPIRE 7/24/91

RESIDING AT COEUR D'ALENE

MICROFILMED
APR 27 1993

L. L. BECK
Rt #1 Box 38
Lenore, ID 83541
Nov. 27, 1990

MR. ALLEN BEARDSLEE
SB WATER RESOURCE AGENT
Dept of Water Resources
Northern Region
1910 Northwest BLVD - Suite 210
Boeur d'Alene, Idaho 83814



RE: WATER RIGHT # A86-10046

Please be advised that I am the original owner of this land and was the one who developed this water system.

I dug this irrigation pond in April, 1969, which is spring fed, and used for irrigation only.

Yours truly,

L.L. BECK

A handwritten signature in blue ink that reads "L.L. Beck".

STATE OF IDAHO)
COUNTY OF CLEARWATER) SS

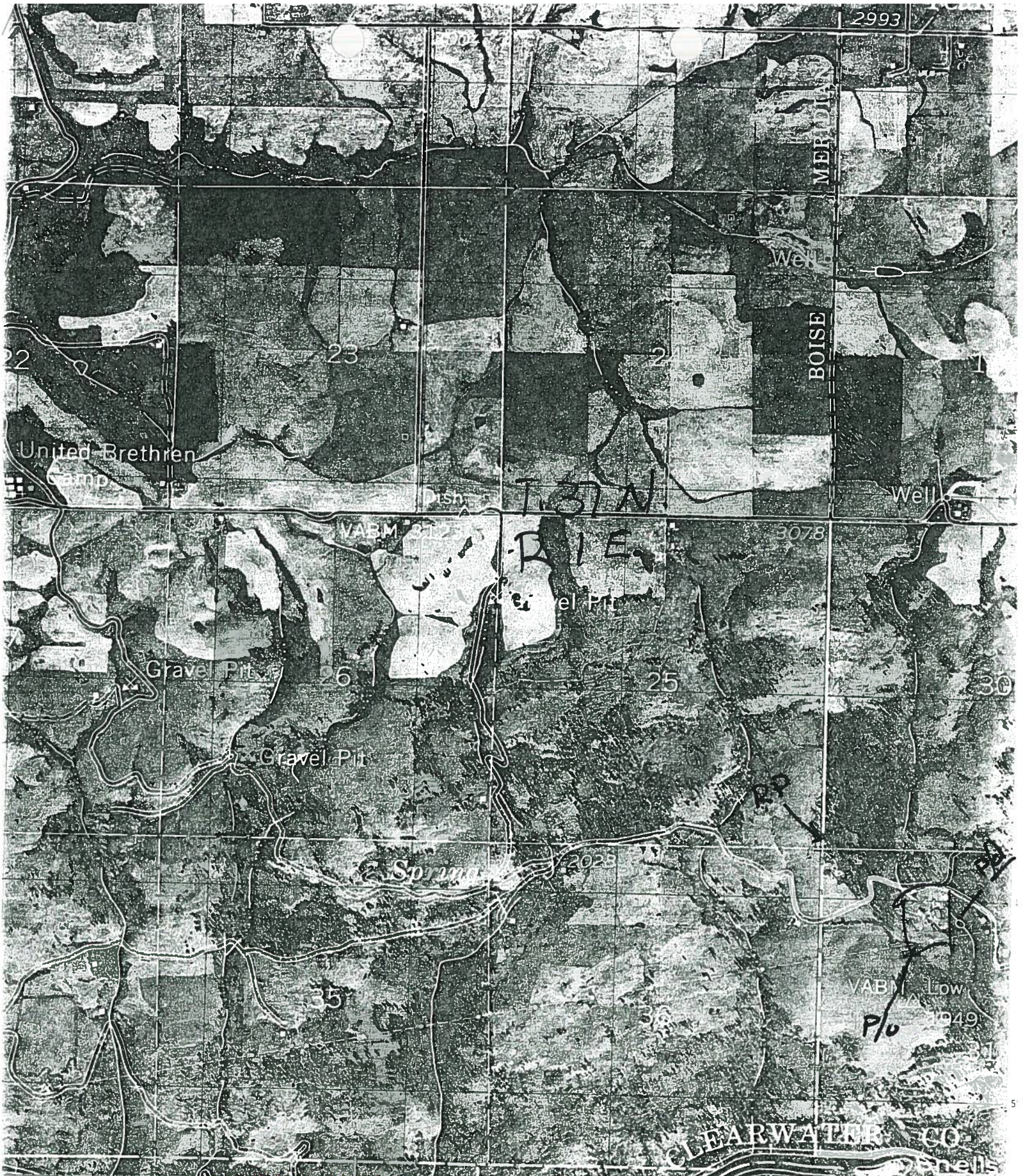
On this 27th, day of November, 1990, before me the undersigned a Notary Public, in and for said County, personally appeared L.L. BECK who is known to me to be the person whose name has been subscribed above and acknowledged to me he executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

A circular notary seal for the State of Idaho, partially visible on the left side of the page.
Barbara Hunter
NOTARY PUBLIC, STATE OF IDAHO
RESIDING AT OROFINO THEREIN.

MICROFILMED

APR 27 1993



RIGHT NUMBER	NAME & ADDRESS	PRIORITY DATE	USE PERIOD		MAXIMUM DIVERSION	STAGE
			FROM	TO		
A86-10046	PATRICK W. ARMAN 5327 WEST AV. L-2 QUARTZ HILL CA 93536	04/30/1969	IRRIGATION STORAGE		1.80 AFA	BENEFICIAL USE
			IRRIGATION FROM STORAGE		0.04 CFS	
	GLENN W. MCKINNEY BOX 1715 OROFINO ID 83544					

SOURCE: SPRING
OTHER RIGHTS: 86-7115
CONDITIONS OF APPROVAL:

0.04 CFS TOTAL
0.00 AFA TOTAL

REMARKS: POND CAPACITY IS APPROX. 1.80 AC.FT.

POINT OF DIVERSION:
T37N R01E S31
SENENW
PLACE OF USE: IRRIGATION STORAGE
T37N R01E S31
3.0 ACRES TOTAL
PLACE OF USE: IRRIGATION FROM STORAGE
T37N R01E S31
3.0 ACRES TOTAL

MICROFILMED
APR 27 1993

014 (D) Number

1 - BOY 1715

State- ID zip- 83544

State- CA Zip- 93536

	Stage	-
+ - - -		
J - BENEFICIAL USE		

- - T
SINKS

(35) CLEARWATER

1.80

0.040

(35) CLEARWATER
(35) CLEARWATER

Total Acres: 6.0

--- Diversion Means - SPRING FLOWS NATURALLY INTO POND.

- - Non-Irrigation Use - -

+ - - Other Rights for Same Use - 86-7115

POND CAPACITY IS APPROX. 1.80 AC.FT.

MICROFILMED

APR 27 1993

06/08/90 00:42:37

[illegible][illegible][illegible]

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+ - - - - - - - - - - Conditions of Approval - - - - - +  
+ - - - - - - - - - - No Conditions of Approval found.
```

Decree Plaintiff	Decree Defendant	Decree Date
00/00/0000		

MOBILE3 08/30/88 Audit Fields -

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+-----+-----+-----+-----+-----+-----+-----+-----+
| Adjudication Rights Dates and Flags Area |
+-----+-----+-----+-----+-----+-----+-----+-----+

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Court Report Filing	-	00/00/0000	Field Inspection Made	-	00/00/0000	Civil Case Number	-	39576
Objection Filed Date	-	00/00/0000	Field Inspection Flag	-		Old Case Number	-	
Response Filed Date	-	00/00/0000	Verified Date	-	00/00/0000	Old Judicial District	-	
Claim Received Date	-	08/30/1988	Last Amended Date	-	00/00/0000	Temporary Right	-	P
Claims Tape Error Flg	-		Receipt Number	-	M001225	Water District	-	
Fee Exempt Flag	-		POU Ownership Flag	-	Y	Federal/State Indicator	-	S
			Name Connector	-	AND/OR	Presumption Flag	-	

MICROFILMED
APR 27 1993

6-14-91
4-7-16-90

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: A86-10046
Date Received: 8/30/1988
Receipt No: 1001225
Received By: RW

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: GLENN W. MCKINNEY 208-476-5855
Address: BOX 1715
OROFINO, ID 83544
AND/OR
Name: PATRICK W. ARMAN 805-943-3737
Address: 5327 WEST AV. L-2
QUARTZ HILL, CA 93536

2. Date of Priority: APR 30, 1969

3. Source: SPRING Trib. to: SINKS

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
37N	01E	31	SE	NE	NW		CLEARWATER

5. Description of diverting works:
SPRING FLOWS NATURALLY INTO POND.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION STORAGE	01/01	12/31			1.80
IRRIGATION FROM STORAGE	03/15	11/15	0.040		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
37N	01E	31	NE	NW	IRR S	3.0
			NE	NW	IRR FS	3.0
					Section Acres	6.0
					Total Acres	6.0

11. Place of use in counties: CLEARWATER

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

13. Other Water Rights Used:
86-7115

14. Remarks:
POND CAPACITY IS APPROX. 1.80 AC.FT.

15. Basis of Claim: BENEFICIAL USE

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): Allen W. McKinney Date: 8-30-88
_____ Date: _____

State of Idaho)
County of Blaine) SS.

Subscribed and sworn (or affirmed) before me this 30 day

of Aug 19 88

John Dale Carter
Notary Public

Seal

Residing at Bon ID

My Commission Expires 6/30/91

RIGHT
NUMBER

NAME & ADDRESS

PRIORITY
DATE

WATER USE

USE PERIOD
FROM TO

MAXIMUM
DIVERSION

STAGE
BENEFICIAL USE

A86-10046

PATRICK W. ARMAN
5327 WEST AV. L-2
QUARTZ HILL CA 93536

04/30/1969

IRRIGATION STORAGE
IRRIGATION FROM STORAGE

01-01 12-31
03-15 11-15

1.80 AFA
0.04 CFS

GLENN W. MCKINNEY
BOX 1715
OROFINO ID 83544

0.04 CFS TOTAL
0.00 AFA TOTAL

SOURCE: SPRING
OTHER RIGHTS: 86-7115
CONDITIONS OF APPROVAL:

TRIBUTARY: SINKS

REMARKS: POND CAPACITY IS APPROX. 1.30 AC. FT.

POINT OF DIVERSION:
T37N R01E S31

SEENW

PLACE OF USE: IRRIGATION STORAGE
T37N R01E S31
3.0 ACRES TOTAL

PLACE OF USE: IRRIGATION FROM STORAGE
T37N R01E S31
3.0 ACRES TOTAL

MICROFILMED
APR 27 1993