

07/01/2004

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

RIGHT NUMBER: 84-12169
NAME AND ADDRESS: PAUL NELSON
BOX 2235
OROFINO ID 83544
CHRISTINE NELSON
BOX 2235
OROFINO ID 83544

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.060 CFS

The quantity of water under this right shall not exceed 13,000 gallons per day.

PRIORITY DATE: 04/22/1993

POINT OF DIVERSION:

T36N R03E S18 NWSWNE Within CLEARWATER County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.040 CFS
STOCKWATER	01/01 12/31	0.020 CFS

PLACE OF USE: DOMESTIC Within CLEARWATER County

T36N R03E S18 SWNE

STOCKWATER Within CLEARWATER County

T36N R03E S18 SWNE

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.

The quantity of water decreed for this water right is not a determination of historical beneficial use.

EXPLANATORY MATERIAL: Beneficial Use

84-12169



0 500 1000 Feet



Section 18
T36N R3E



⊙ Point of Diversion

 Place of Use

Map prepared on July 1, 2004
By Kenneth Knoblock
Idaho Department of Water Resources



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

July 1, 2004

Paul & Christine Nelson
Box 2235
Orofino, ID 83544

RE: 84-12169

Dear Mr. & Mrs. Nelson:

Enclosed is your receipt for the filing fee for the Notice of Claim to a Water Right. We have assigned it an identification number of 84-12169. A copy of the preliminary recommendation is enclosed. The recommendation will be sent to the Court about December 2004.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kenneth Knoblock'. The signature is fluid and cursive, with the first name 'Kenneth' being more prominent.

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

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

RECEIVED

JUN 28 2004

IDWR/North

Charwater Glass
NE corner

June 23, 2004

Paul & Christine Nelson
Box 2235
Orofino, ID 83544

RE: 84-12169

Dear Mr. & Mrs. Nelson:

We received your Notice of Claim to a Water Right. We cannot find any evidence that you own the property listed in the place of use. Would you please provide us with some document of ownership?

Sincerely,

Kenneth Knoblock
Water Resources Agent

6-25-04
You can reach me at work 8-5 M-F
1-208-476-5569 if this isn't proof
enough that I own the property.
Thanks.

Christine Nelson
(Christine Perry)

State of Idaho

County of CLEARWATER

No. 154

Marriage License

KNOW ALL PERSONS BY THIS CERTIFICATE: That any regularly ordained minister of the Gospel, authorized by the rites and usages of the church or denomination of Christians, Hebrews, or religious body of which said minister is a member, or any judge or magistrate, or competent officer to whom this may come, not knowing of any lawful impediments thereto, is hereby authorized and empowered to solemnize the rites of Matrimony between:

GROOM

AND

BRIDE

Name: PAUL DAMIAN NELSON
Address: BOISE, ADA County, IDAHO
Age: 36 Race: WHITE Status: SINGLE
Birthdate: 1/17/1966
Birthplace: SAN DIEGO, CALIFORNIA USA

Name: CHRISTINE ANN PERRY
Address: OROFINO, CLEARWATER County, IDAHO
Age: 35 Race: WHITE Status: DIVORCED
Maiden name if previously married: MAUE
Birthdate: 5/12/1966
Birthplace: PRINCETON, MINNESOTA USA



And to certify the same to said parties, or either of them under the signature and seal, of said minister or official capacity, and thereupon is required to deliver the original to the parties so married.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at OROFINO, CLEARWATER County, IDAHO, this 22nd day of February, 2002

ROBIN CHRISTENSEN Recorder

Christine Downing

Deputy Recorder

Marriage Certificate

I, Rev. George L. King, a Catholic Priest
residing in the city of Orofino, in the county of Clearwater, in the state of
Idaho do certify that, in accordance with the authority on me conferred by the above license, I did on this 16th day
of March in the year A.D. 2002 in the city of Orofino in
the county of Clearwater, in the state of Idaho, solemnize the rites of matrimony between

PAUL DAMIAN NELSON of BOISE in the county of ADA, of the state of IDAHO

and CHRISTINE ANN PERRY of OROFINO in the county of CLEARWATER, of the state of IDAHO

in the presence of Dwayne Bansemer and Cassandra Bansemer

WITNESS my hand at the county aforesaid, this 16th day of March, A.D. 2002

In the presence of:

Officiant's Signature

Rev. George L. King

Officiant's Mailing Address

P.O. Box 1169

Orofino, Idaho 83544

and

Dwayne Bansemer

(This copy for the Bride and Groom)

CLEARWATER COUNTY ASSESSOR
MELLISA STEWART
PO BOX 626
OROFINO, ID 83544-0626

2004

ASSESSMENT NOTICE

& ESTIMATE OF TAX

THIS IS NOT A BILL.
DO NOT PAY.

PARCEL DESCRIPTION:

SEC 18 36N 3E
N 1/2 NWSWNE

For any questions, please notify the Assessor's Office immediately.

Assessor's Telephone Number: (208) 476-7042

PARCEL ADDRESS:

2334 HARMONY HGTS RD 83544

PERRY CHRISTINE A

PO BOX 2235
OROFINO

ID 83544-2235

Appeals of your property value must be filed in writing, on a form provided by the County, by:

JUNE 28, 2004

Tax Code Area: 11-0000

Parcel Number: RP 36N03E181829 A

ASSESSED VALUE OF YOUR PROPERTY

CURRENT CATEGORY AND DESCRIPTION	LOTS/ACRES	LAST YEAR'S VALUE	CURRENT YEAR'S VALUE
12 RURAL RES LAND	5.000 AC	26,199	26,199
32 RURAL NON RES BLDG		4,890	3,040
34 RES BLDG		42,481	55,310
SUBTOTAL:	5.000	73,570	84,549
LESS HOMEOWNERS EXEMPTION:		21,241	27,655
NET TAXABLE PROPERTY VALUE:		52,329	56,894

These values may not include personal property values. Taxes are based on the values shown on this Notice and on the Budgets of the taxing districts.

ESTIMATED PROPERTY TAXES

TAXING DISTRICTS	LAST YEAR'S TAXES	CURRENT YEAR'S ESTIMATED TAXES	PHONE NUMBER	DATE OF PUBLIC BUDGET HEARING
COUNTY			476-5615	09/07/2004
SCHOOL #171			476-5593	06/21/2004
AMBULANCE			476-5615	09/07/2004
ROAD & BRIDGE			476-5615	09/07/2004
WESEMAN CEM			476-4609	NO RESPONSE
CLW CO LIBRARY			435-4362	08/17/2004
DWORSHAK REC			476-3622	07/21/2004
SUBTOTAL:				
FEES:				
TOTAL PROPERTY TAXES & FEES:				

THIS IS NOT A BILL. DO NOT PAY.

See the back of this Notice for details.

162091

T-17502

THIS DEED OF TRUST, Made this 15th day of April, 1993, BETWEEN TODD D. PERRY and CHRISTINE A. PERRY, husband and wife, herein called GRANTOR, whose address is PO Box 2235, Orofino, Idaho 83544, Clearwater County Land Title Company, herein called TRUSTEE, and ALBERT R. MAUE and JUDITH A. MAUE, husband and wife, herein called BENEFICIARY,

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 twenty acres:

Township 36 North, Range 3 East of the Boise Meridian, County of Clearwater, State of Idaho

Section 18: N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$

RECEPTION
INDEXED
FILMED
DELIVERED
MAILED

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 FORTY THOUSAND DOLLARS (\$40,000.00), final payment due May, 2015 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 therefor; 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 note 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 at 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 therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal

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 to 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 the 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 eight 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 included 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 is 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 hereinabove set forth.

Todd D. Perry
TODD D. PERRY

Christine A. Perry
CHRISTINE A. PERRY

STATE OF IDAHO, COUNTY OF Clearwater

On this 15th day of April, 1993, before me,
a Notary Public in and for said State, personally
appeared:

TODD D. PERRY and CHRISTINE A. PERRY,
husband and wife,

known to me to be the persons whose names subscribed
to the within instrument, and acknowledged to me that
they executed the same.

Cindy Barnett
NOTARY PUBLIC FOR IDAHO,

Residing at Orangeburg Commission expires 10/21/97

STATE OF IDAHO, COUNTY OF Clearwater

I Hereby Certify That this instrument was
filed for record at the request of: **CLEARWATER LAND TITLE**

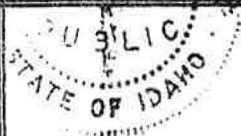
at 40 minutes past 10 o'clock A.m., this
16th day of April, 1993, in my office, and duly
recorded in Book of Mortgages at page .

Robin Christensen
EX-OFFICIO RECORDER

Fees \$ 60
Mail to:

By Cindy Downing
CLEARWATER LAND TITLE

DEPUTY



DEED OF TRUST

WITH POWER OF SALE

Todd D. Perry and
Christine A. Perry
GRANTOR

Clearwater County Land
Title Company
TRUSTEE

Douglas L. Lawson
BENEFICIARY

Dated _____, 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

Fax (208) 769-1454

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

June 23, 2004

Paul & Christine Nelson
Box 2235
Orofino, ID 83544

RE: 84-12169

Dear Mr. & Mrs. Nelson:

We received you Notice of Claim to a Water Right. We cannot find any evidence that you own the property listed in the place of use. Would you please provide us with some document of ownership?

Sincerely,

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

Kenneth Knoblock
Water Resources Agent

RECEIVED
JUN 10 2004
IDWR/NorthIN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

CIVIL CASE NUMBER: 39576

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEMIdentification No. 84-12169
Date Received 6/10/04
Receipt Number N016NOTICE 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

- Name of Claimant (s) Paul & Christine Nelson Phone (208) 476-7916
Mailing Address PO Box 2235 Orofino, Id. Zip 83544
- Date of Priority (Only one per claim) 4/22/93 Month/Day/Year
- Source of water supply (Check one) (☒) Groundwater or Other () (a) _____
Name or kind of source
which is tributary to (b) _____
- Location of point of diversion is: Township 36 North Range 3 East of Boise Meridian
Section 18, SE 1/4 of NW 1/4 of NE 1/4, Govt. Lot _____, BM.,
County of Clearwater
Additional points of diversion if any: _____
- 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. Drilled Well 475 Ft. 8" casing, 1 h.p. pump, pressure tank, piping etc. Claimed 1 cone 6-p.m. Recovery Rate.
- Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)
For Domestic purposes from 1/01 to 12/31 amount .04 (cfs)
For Stockwater purposes from 1/01 to 12/31 amount .02 (Both dates are inclusive)
- Total quantity claimed .06 (cfs)
- Total consumptive use claimed is de minimus
- Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) 1 Home, 3 Horses, 2 Rabbits, 14 chickens, 3 cats, 1 Dog

10. Place of use is: Township: 36 North Range 3 East of Boise Meridian

Section 18, N 1/2, NW 1/4 of SW 1/4, NE 1/4, Govt. Lot _____, B.M.,

County of Clearwater 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? clearwater

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

1/2 water rights to spring developed but not located on described property

14. Remarks: Spring is developed and piped to described property for additional domestic use because of low production well.

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 _____

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 X 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) Paul D Nelson Date 6-9-04

Christine Nelson Date 6-9-04

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

of _____, that I have signed the foregoing

document in the space below as _____ of _____

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

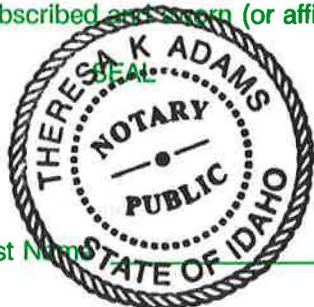
Signature of Authorized Agent _____ Date _____

Title and Organization _____

State of Idaho/or _____)

County of Clearwater) SS.

Subscribed and sworn (or affirmed) before me this 9th day of June 10 2004



Notary Public Theresa K Adams

Residing at Orfino, Idaho

My Commission Expires 03/24/09

Last Name _____ Ident No. _____

Copies: White-State, Yellow-Claimant

No Paul Nelson in phone book
number 476 - 7916 show Christine
Perry Christine Perry owns RP 34032181829
SW NE Sec 15

2334 Harmony Heights

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 84-12169
Date Received: 6/10/2004
Receipt No:
Received By:

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

1. Name of Claimant(s)

PAUL NELSON Phone: (208)476-7916
BOX 2235
OROFINO ID USA 83544

CHRISTINE NELSON Phone: (208)476-7916
BOX 2235
OROFINO ID USA 83544

2. Date of Priority: 04/22/1993

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
36N	03E	18	SE NW NE	CLEARWATER	

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
STOCKWATER	01/01	12/31	0.02	
DOMESTIC	01/01	12/31	0.04	

7. Total Quantity Appropriated is:
0.06 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4 Lot	Use	Acres
36N	03E	18	SW NE	DOMESTIC	

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:

14. Remarks:

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): _____ Date: _____

_____ Date:

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this
of _____ 20__

Notary Public

Residing at _____

My commission Expires _____