

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 PALOUSE RIVER BASIN WATER SYSTEM**

CIVIL CASE NUMBER: 59576

Claim ID: 87-10228

Date Received: 4-26-2019

Receipt No: N034239

Claim Fee: \$25.00 By: Sub

RECEIVED

APR 26 2019

NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW

IDWR / NORTH

Please type or print clearly

1. Name of claimant(s) MAXDOT LLC Phone (208) 858 2126
 Mailing address 1181 Duffield Flat Rd Potlatch Id Zip 83855
Street or Box City State
 Email address (optional) gmbeef@outlook.com
2. Date of priority: (Only one per claim) 11/1/1952 (Explain priority date selected in Remarks)
(Month/Day/Year (YYYY))
3. Source of water supply (Check one) Ground Water () or Other ☒ (a) East fork of meadow creek
a meadow creek
 which is tributary to (b) Palouse River
4. a. Location of point of diversion is: Township _____, Range _____, Section _____,
 _____ 1/4 of _____ 1/4, Govt. Lot _____, BM, County of _____
 Parcel no. _____
 Additional points of diversion, if any: _____
 If available, GPS Coordinates _____
- b. If instream flow, beginning point of claimed instream flow is:
 Township 42N, Range 03W, Section 12, parcel 3702 1/4 of _____ 1/4,
 Govt. Lot _____, BM, County of Latah
 Ending point is: Township 42N, Range 03, Section 13, parcel 0053 1/4 of _____ 1/4,
 Govt. Lot _____, BM, County of Latah
5. Description of existing diversion works (dams, reservoirs, ditches, wells, pumps, pipelines, headgates, 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.

6. Water is claimed for the following purposes:

(dates are inclusive MM-DD) (cfs) (acre-feet)

For stock purposes from 01-01 to 12/31 amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) _____ (cfs) and/or (b) _____ (acre-feet)

8. Non-irrigation uses; describe fully (e.g., Domestic: Give number of households served; Stockwater: Type and number of livestock, etc.) 45 head cattle

9. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Parcel no(s). _____ Total number of acres irrigated _____

10. In which county(ies) are lands listed above as place of use located? Latah

11. 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.

12. Describe any other water rights used at the same place and for the same purposes as described above. _____ or None ()

13. Remarks (Include an explanation of the priority date selected):

Bought by Roy Davis from Ruby Parker
Nov 1, 1952, Roy is father to Max Davis - MaxDot LLC
belongs to Max's heirs.

Name of claimant(s) _____ Claim ID _____

14. Basis of claim (Check one) Beneficial Use (X) Posted Notice () License () Permit () Decree ()

Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number _____

15. **Signature(s)**

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Palouse River Basin Water System Adjudication."

(b.) I/We do (X) do not () wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 7 pages

For Individuals: I/We do solemnly swear or affirm under penalty of perjury 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 under penalty of perjury that I am, and that I have signed the foregoing document in the space below as the

MARK DAVIS of MAX DOT LLC
Agent's title (Please print) Name of organization (Please print)

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

Signature of Authorized Agent Mark Davis Date 04/24/2019

Printed Name of Authorized Agent Mark Davis

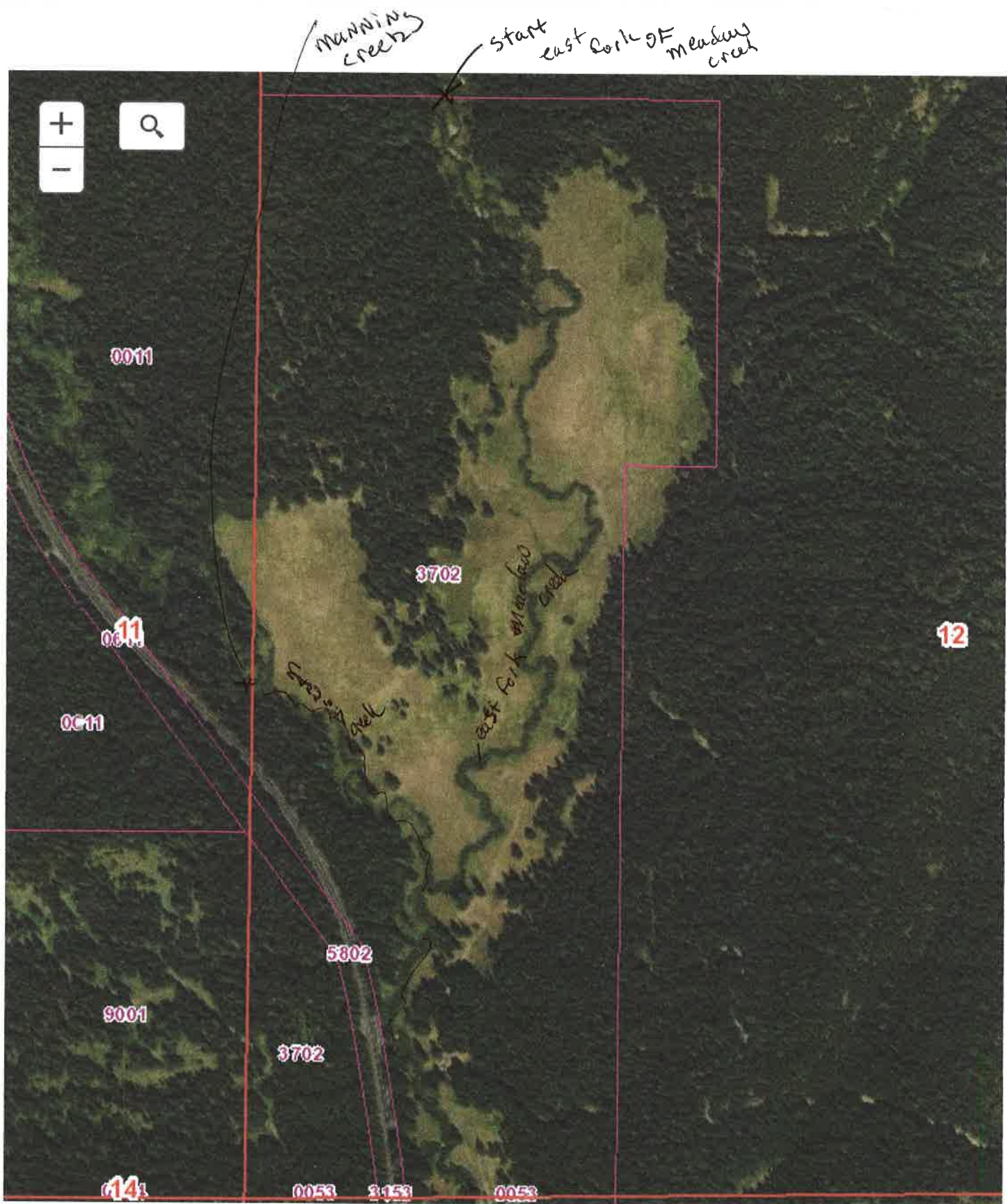
16. **Notice of Appearance:**

Notice is hereby given that I, (please print) _____, will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

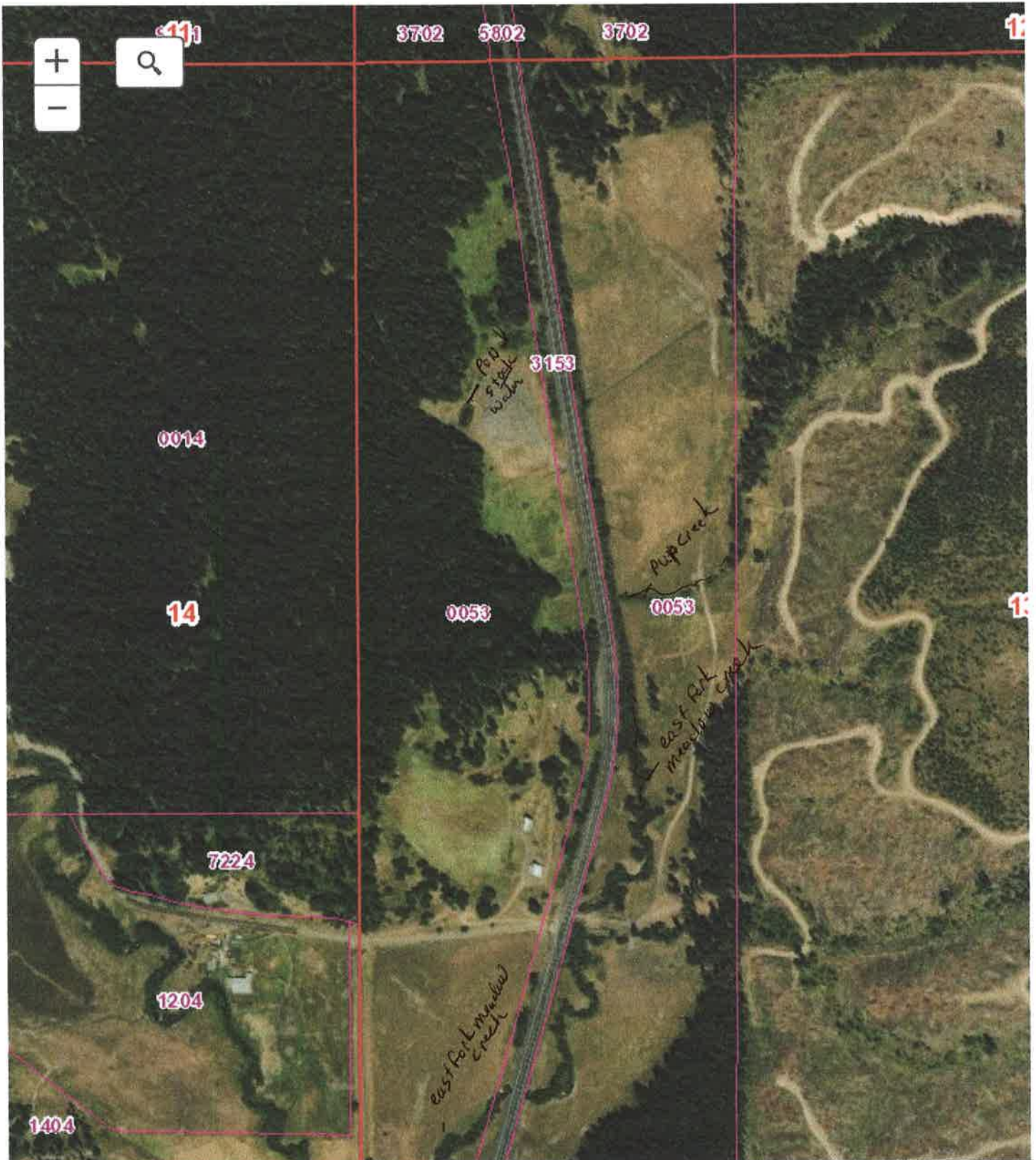
Signature _____ Date _____

Address _____

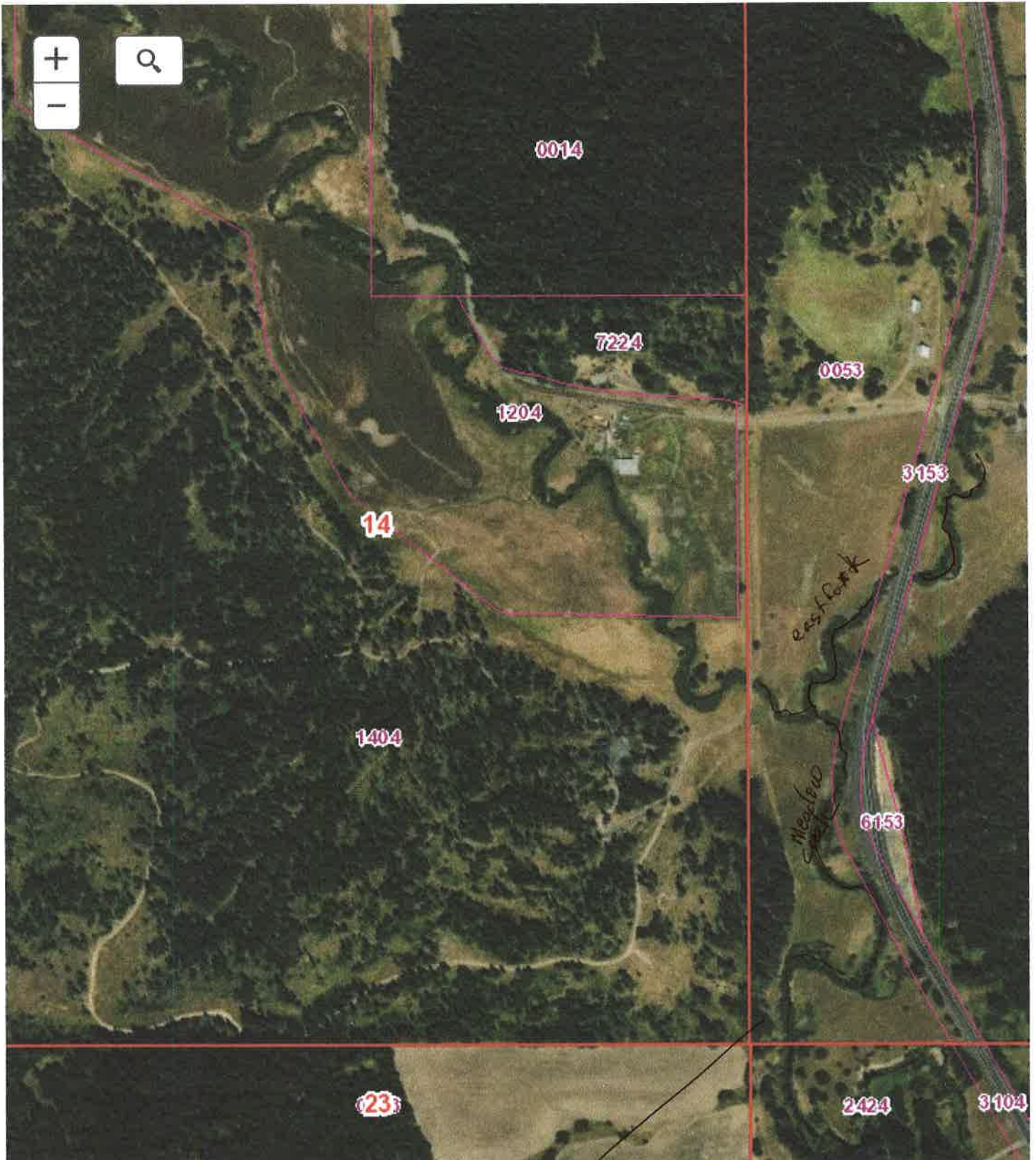
Name of claimant(s) _____ Claim ID _____



R P 42 N D 3 W 12 37 0 Z
MAX DOT LLC
LATAH COUNTY



RP42ND3W130053
MAX DOT LLC
Latah County



RP42N03W130053
MAX DOT LLC

Latah County

179148-

REAL MORTGAGE

FROM

Roy R. Davis

et ux Emma R.

TO

Ruby A. Parker

Office of the County Recorder

STATE OF IDAHO,

County of *Latah* } ss.

I hereby certify that the within mortgage was filed in this office for record on the *6th* day of *Nov.* A. D. 19*51*, at *2:20* o'clock, *P.* M., and was duly recorded in Book *76* of Mortgages, on page *11* at the request of *Roy R. Davis*

HESSIE BABCOCK

Recorder.

Rose Blanchard

Deputy.

Recording Fee, \$ *1.75*

IDAHOIAN, MOSCOW

FROM THE OFFICE OF
LATAH COUNTY TITLE COMPANY
Abstracts of Title and Conveyancing
MOSCOW, IDAHO

Mail

Route 2

Palouse

Wash.

RELEASE OF MORTGAGE

I hereby release the above and within mortgage.
Witness my hand and seal this First day of November, 1952.

Subscribed and sworn to before me this 1st day of November, 1952,
and duly acknowledged.

Ruby A. Parker

(Seal)

Notary Public in and for the State of
Washington, residing at Spokane.

W. C. Carter

179148

THE MORTGAGORS, Roy R. Davis and Emma R. Davis, his wife,

do hereby mortgage to Ruby A. Parker, a widow,
to secure the payment of

----- Five Thousand Seven Hundred Thirty-Five and 11/100ths-----Dollars

the following described real property, in the County of Latah State of Idaho

The Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Eleven (11); the Southwest Quarter of the Southwest Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$), the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$), the West 10 acres of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) and that portion of the Northwest Quarter of the Southwest Quarter of which is lying east and easterly of the East line of the State Highway known as the North and South Highway in Section Twelve (12); the West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$), the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) and the SouthHalf of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Thirteen (13); the East Half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$) of Section Fourteen (14); all in Township Forty-two (42) North of Range Three (3) West of the Boise Meridian, in Latah County, Idaho.

Together with all the improvements, privileges and appurtenances thereunto belonging. Said mortgagor hereby warrant the title to said land and agree to defend the same.

This conveyance is intended to secure the payment of that certain promissory note for -- Five Thousand Seven Hundred Thirty-Five and 11/100ths----- Dollars bearing even date herewith, executed by mortgagors payable to the mortgagee or order, with interest at the rate of $4\frac{1}{2}$ per cent per annum, payable semi- annually during the months of May and November of each year in the amount of Three Hundred Sixty Dollars (\$360.00) per payment or more according to terms of said note.

The said mortgagors hereby covenant and agree to pay all taxes and assessments levied or assessed upon said property and said interest as it shall become due, together with a reasonable attorney's fee in case of foreclosure, to keep the buildings on said premises, insured in the sum of at least

-- Six Thousand-- Dollars

with loss, if any, payable to mortgagee as her interest may appear and to continue such insurance until this mortgage is paid, and further agree to pay such reasonable costs of searching records, and abstracting or certifying the same as may be necessarily incurred in foreclosing this mortgage or defending the same, and each and all of said items shall constitute and be a lien upon said lands and premises.

And that the failure to pay when due any sum herein covenanted to be paid, or failure to comply with any of the agreements hereof, shall cause the whole debt to become due and collectible at the option of the mortgagee or her assigns, without notice, that all money paid by said mortgagee for insurance, taxes, assessments, abstracting or searching or certifying records, or any sum paid in protection of the lien of this mortgage, shall bear interest from date of such payment at the rate of 6 per cent per annum payable annually, and shall be secured hereby and collectible with said principal note.

Dated, this 15th day of ~~October~~ November 1951

Ray R Davis
Emma R Davis

STATE OF IDAHO,

County of Latah

} ss.

On this 1st

day of

November

1951

before me J. M. O'Donnell a Notary Public, in and for said state, personally appeared Roy R. Davis and Emma R. Davis, 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 official seal the date last above written.


Notary Public, residing at
Moscow, Idaho