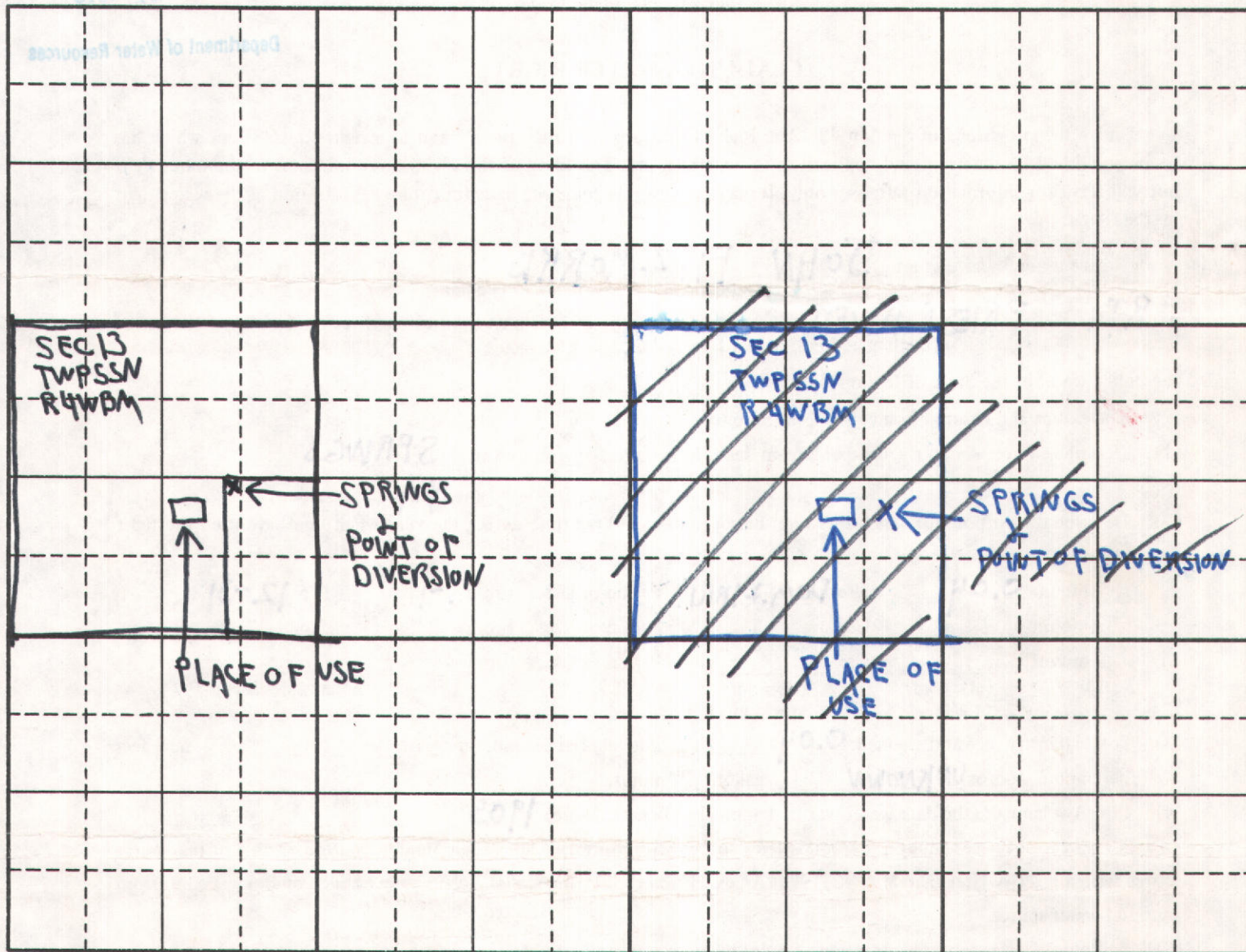


(8) Remarks

SEE ATTACHED DOCUMENTATION - PAGE 4



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)

) ss.

County of BONNER)

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiants knowledge.

Sworn to before me this 16 day of Feb.

John Zimmonis
(Claimant)

, 19 78

Thomas E. Cook
Notary Public

Residing at PRIEST RIVER

My commission expires life

For Department Use Only

Received by B. Mon

Date 2-23-78

Exception filed by:

Forwarded to

Date

Prelim. check by TR

Date 3-14-78

claimant by:

\$10.00 fee received by B

Date 3-14-78 (95-95)

Approved for publication by

Published in Priest River Times

Dates 3-23-78 & 3-30-78

4-5-78 OK

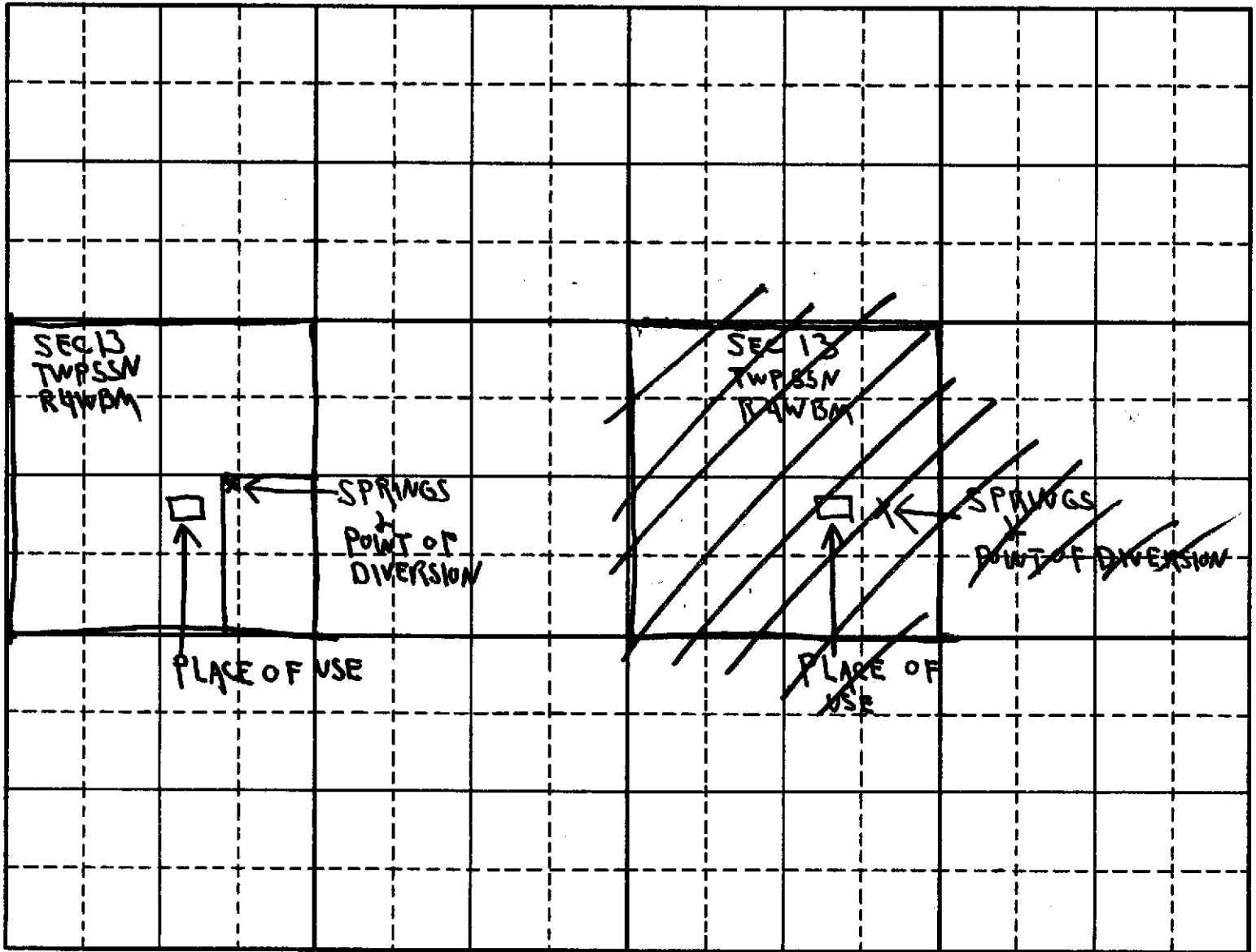
Department of Water Resources

CLAIM TO A WATER RIGHT

W. GROFFLMEYER

(8) Remarks

SEE ATTACHED DOCUMENTATION - PAGE 4



Scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)

) ss.

County of BONNER)

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiants knowledge.

Sworn to before me this 16 day of Feb.

John Symonis
(Claimant)

Thomas Cook, 19 78

Notary Public

Residing at PRIEST RIVER

My commission expires

Life

For Department Use Only

Received by B. Moon Date 2-23-78 Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by TR Date 3-14-78 claimant by: _____
\$10.00 fee received by B Date 3-14-78 (95-95)
Approved for publication by _____
Published in Priest River Times _____
Dates 3-23-78 to 3-30-78 _____
4-5-78 OK

RECEIVED

FEB 21 1978

Department of Water Resources

ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT Made and entered into
this 4th day of March, 1960, by and between THE PACK RIVER
COMPANY, a Washington corporation, party of the first part, and
JOHN FITZMORRIS and BETTY FITZMORRIS, husband and wife,
parties of the second part,

WITNESSETH: That for and in consideration of the
hereinafter set forth conditions and covenants, the party of the
first part does hereby agree to sell and the parties of the second part
do hereby agree to purchase the following described real property situate
in Bonner County, State of Idaho, to-wit:

(See Attached Schedule "A").

The total consideration for said real property shall be
in the sum of Six Thousand Dollars (\$6000.00) payable as follows: the
sum of One Thousand Dollars (\$1000.00) upon the signing of this agreement,
the receipt of which is hereby acknowledged by party of the first part;
the remaining balance shall be payable at the rate of Fifty Dollars
(\$50.00) per month, commencing on the 5th day of April, 1960, and payable
on the 5th day of each and every month thereafter until all sums due here-
under are paid in full. The remaining unpaid balances due from time to
time shall bear interest at the rate of Six Per Cent (6%) per annum, com-
mencing on the 5th day of March, 1960, payable at the same times that
payments upon the principal shall be due and payable and said monthly pay-
ments shall be first applied to accrued interest and balance upon principal.
The parties of the second part may, at their option, at any time, pay sums
in addition to those herein required to be paid, which sums shall be applied
toward payment of those installments next falling due and interest upon
any amount so paid shall thereupon cease.

MICROFILMED

If any of the payments be not paid when due, unless with the written consent of the party of the first part, then the whole sum of both principal and interest remaining unpaid under this contract may, at the option of the party of the first part, become due and payable upon demand, but the balance due on principal and interest shall not become payable until the expiration of thirty days following notice of default by personal service or registered mail to the parties of the second part.

The parties of the second part shall have immediate possession of said properties.

The party of the first part does hereby agree to pay all taxes, liens, charges and assessments levied against said premises for the year 1959 and prior years. The parties of the second part do hereby assume and agree to pay all such taxes, charges, liens and assessments for the year 1961 and subsequent years and agree to pay the same at such time or times when the same shall be due and payable so that no interest nor penalty may ever be assessed against said property by reason of the failure to pay the same. Taxes, charges, liens and assessments for the year 1960 shall be pro-rated between these parties to the 5th day of March, 1960; that is to say, the party of the first part shall pay the same prior to said 5th day of March, 1960, and parties of the second part shall pay the same subsequent thereto.

The parties of the second part do hereby agree to insure the buildings upon said property with some reputable insurance company against loss by fire in the sum of at least \$ 2500.00, with loss payable thereon, if any, to the party of the first part as its interest may appear, which said policy of fire insurance shall be placed with the hereinafter named escrow holder.

The parties of the second part agree that they are acquainted with the fact that the party of the first part is presently purchasing said properties upon a contract of conditional sale dated July 30, 1959 wherein Giles N. Brooks and Minnie Brooks, husband and wife, are the sellers, and that the party of the first part herein will not have legal title until payment in full of said contract of July 30, 1959. The party of the first part herein agrees to make all payments due upon the said Brooks contract as the same become due and payable so that upon payment thereof according to said contract good legal title shall pass to the parties of the second part herein. These properties are therefore subject to such sellers' interest.

The party of the first part does hereby agree within a period of ten days from the date hereof to furnish a policy of title insurance to the parties of the second part showing good and insurable title to said property to be in the party of the first part, subject only to the standard printed exceptions, taxes for the year 1960, and the sellers' interest of Giles N. Brooks and Minnie Brooks, husband and wife, as above set forth.

The party of the first part does hereby reserve unto itself, its successors and assigns, the right in perpetuity to cross the party of the second part's lands above described, using existing roadways, if any, or to construct and maintain at party of the first part's own expense such roadways as are reasonably necessary in order that the party of the first part may have access to the property which it now owns or may hereafter acquire, or under which it may have the right to log and farm or otherwise operate, and which said lands lie adjacent to or near the parties of the second part's property.

The parties of the second part as a part of the consideration herein in conjunction with the use of the real property set forth in Schedule "A" shall have the right and privilege of using all of the water in that certain spring located on the Northeast Quarter of

the Northwest Quarter of the Southeast Quarter of Section 13 in

Township 55 North of Range 4, West of the Boise Meridian, SUBJECT to any existing claims of other persons, if any, therein.

The parties hereto do hereby designate The Idaho First National Bank at Sandpoint, Idaho as escrow holder of the various instruments herein. The party of the first part does hereby agree to deliver forthwith a good and sufficient warranty deed conveying said real property to the parties of the second part to the said escrow holder with instructions to said escrow holder to deliver said deed, the policy of title insurance, and fire insurance policies placed therein to the parties of the second part upon full compliance with the terms and provisions herein and upon payment in full of all sums due hereunder from the parties of the second part to the party of the first part. The parties of the second part do hereby agree to make all payments upon their part herein made to be performed to the said escrow holder with instructions to said escrow holder to credit the same to the account of the party of the first part. The parties hereto do hereby agree to pay all escrow fees jointly.

The parties of the second part shall at the time this agreement is placed in escrow make, execute and deliver to escrow holder a quit claim deed conveying said properties from themselves to the party of the first part with instructions to the escrow holder, and the escrow holder is hereby instructed, to deliver the said quit claim deed together with policies of fire insurance, policies of title insurance, deeds and other muniments of title therein to the party of the first part upon written demand of the party of the first part following default by the parties of the second

part in the performance of the payment or conditions herein stated and failure of the parties of the second part to remedy said default. In the event that the parties of the second part perform the conditions herein stated and make payments according to said contract, the said quit claim deed shall be delivered to said parties of the second part at the time final payment is made herein so that said parties of the second part may destroy the same.

In the case the parties of the second part fail to make any of the payments, or any part thereof, or to perform any of the covenants on their part hereby made and entered into, this contract shall, at the option of the party of the first part, be forfeited and determined and the parties of the second part agree that in such event that all payments made under and by virtue of this agreement shall belong to and be retained by the party of the first part as liquidated damages for the non-fulfillment of this agreement, for loss in value of said real property and for the rental thereof. The term liquidated damages and the amounts fixed therefor have been arrived at by the parties as reasonable sums for the failure of the parties of the second part to perform since the actual amount of damage which would result to the party of the first part cannot be definitely determined. In the event of such default by the parties of the second part, the party of the first part shall have the right to re-enter and take possession of said premises. In the event any action is instituted by either party to enforce the terms and conditions of this agreement, then in that event the prevailing party shall be entitled to reasonable attorneys fees to be assessed as costs in such suit or action.

This instrument contains the entire agreement between the parties hereto.

It is mutually agreed by and between the parties hereto that the time of payment shall be the essence of this agreement and all covenants

and agreements herein contained shall extend to and become obligatory upon the heirs, executors and assigns of the respective parties.

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

THE PACK RIVER COMPANY

By:

Chas M Ewan

Its:

Vice President

Party of the First Part

John Fitzmorris

B. L. Fitzmorris

Parties of the Second Part

STATE OF IDAHO,)
) ss.
County of Bonner,)

On this 4th day of March, 1960, before me, the

undersigned, a Notary Public in and for said State, personally appeared

CURT McEWAN known to me to be

the VICE PRESIDENT of THE PACK

RIVER COMPANY, the corporation whose name is subscribed to the
above and foregoing instrument, and acknowledged to me that he
executed the above and foregoing instrument in such capacity for and
upon behalf of said corporation, and that said corporation executed the
same.

IN WITNESS WHEREOF, I have hereunto set my hand
and seal the day and date last above written.



Notary Public in and for the State of Idaho,
Residing at Sandpoint therein.

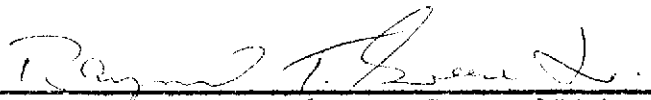
STATE OF IDAHO,)
) ss.
County of Bonner,)

On this 4th day of March, 1960, before me, the

undersigned, a Notary Public in and for said State, personally appeared

JOHN FITZMORRIS and BETTY FITZMORRIS, known to me to be the
persons whose names are subscribed to the above and foregoing instru-
ment and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand
and seal the day and date last above written.



Notary Public in and for the State of Idaho,
Residing at Sandpoint therein.

SCHEDULE "A"

That part of the South Half of the Southwest Quarter of Section 13, Township 55 North of Range 4, West of the Boise Meridian lying East of the County Road, and a tract in the Southeast Quarter of said Section 13, Township 55 North of Range 4, West B.M. described as follows: beginning at a point 28 chains West of the East Quarter corner of said Section 13; thence South 40 chains more or less to an intersection with the South line of said Section; thence West 12 chains more or less to the South Quarter corner of said Section; thence North 40 chains more or less to the center of said Section 13; thence East 12 chains more or less to the point of beginning.

Affidavit of Publication

STATE OF IDAHO
County of Bonner,

ss.

Pete Thompson

being duly sworn, says that he is the publisher
of the PRIEST RIVER TIMES, a weekly newspaper printed and
published at Priest River, Bonner County, Idaho, and has been
continuously and uninterruptedly published in said County during
a period of 78 consecutive weeks prior to the first publication of
the annexed notice for publication, is a newspaper of general cir-
culation made up of at least eight pages of at least seven columns
each, printed from typematter or stereotyped forms of at least
nineteen and three-fourths inches depth, has at least 1250 bona fide
subscribers living within said Bonner County, and is published at
regular weekly intervals. That the annexed is a true copy of the
notice for publication in the case of

Water Right Claim No. 96-4206

as it was published in the regular and entire issue of said paper
for a period of two consecutive weeks, commencing on
the 23 day of March, 1978,
and
ending on the 30 day of March, 1978,
and that said notice was published in said newspaper proper, and
not in supplement form.

Pete Thompson

Subscribed and sworn to before me this

30 day of Mar, 1978.

Allen M. Thompson

Notary Public for Idaho,

Residing at Priest River, Idaho

NOTICE OF CLAIM TO A WATER RIGHT

No. 96-4206

Notice is hereby given that
John Fitzmorris, Rt. 1, Priest
River, Id. has filed a claim to a
water right established by
diversion and application to
beneficial use of 0.04 cubic feet
per second of water from un-
named springs with point of
diversion in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ SEC
13, T55N, R4W. B.M., Bonner
County.

The water is claimed to be
used from Jan. 1 to Dec. 31 for
domestic purposes for 1
household and the irrigation of 8
acres with a priority of 1905 the
place of use is within the
NW $\frac{1}{4}$ SE $\frac{1}{4}$ SEC 13, T55N, R4W,
B.M.

Any exception to this claim of
water right may be filed with
the Idaho Department of Water
Resources, 4065 Government
Way, Coeur d'Alene, Idaho,
83814.

C. STEPHEN ALLRED

Director

Mar. 23, 30

Published in the Priest River
Times, Priest River, Id on
March 23 and March 30, 1978.

016
45-78
B



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NORTHERN DISTRICT

Route 5, Box 203 - Suite #1
4055 N. Government Way

COEUR D'ALENE, IDAHO 83814

(208) 667-6484

April 6, 1978

RE: 96-4206

John Fitzmorris
Rt 1
Priest River, Id 83856

The Department of Water Resources has completed the processing of your claim to a water right, and no further action is authorized under Section 42-225a and 42-225b, Idaho Code. Your claim will be retained in our files and will be available at any time for use by you or the court.

As you are aware, the filing of a claim does not, in itself, guarantee you a water right; it only records and preserves the information and the evidence which you included in your claim.

If, at a later date, you find that you have additional information or supporting evidence that you would like to have included in your claim file, you may have that information or evidence added at any time. Please refer to your claim number when corresponding with our office.

We are enclosing, for your records, a copy of your claim. If you have any questions, or if we may be of any further assistance, please contact us.

Very truly yours,

ROBERT G. HAYNES
District Supervisor

RGH:CP

Enclosure



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NORTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

Suite No. 1
4055 Government Way
Coeur d'Alene, Idaho 83814
(208) 667-6484

March 16, 1978

RE: Claim No. 96-4206

Priest River Times
PO Box 398
Priest River, Id 83856

Gentlemen:

Enclosed is a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to our office along with the publication bill. Your cooperation in this matter is appreciated.

Very truly yours,

ROBERT G. HAYNES, P.E.
District Supervisor

RGH:ab

Enc: Legal Notice(s)

RECEIVED
MARCH 22 1978
DISTRICT SUPERVISOR

Best
Naval
4-5-78
B

NOTICE OF CLAIM TO A WATER RIGHT

NO. 96-4206

Notice is hereby given that John Fitzmorris
Rt 1, Priest River, Id
has filed a claim to a water right established by diversion and application
to beneficial use of 0.04 cubic feet per second ~~gallons per minute~~
of water from unnamed springs
with point of diversion in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 13, T55N, R4W, B.M., Bonner
County.

The water is claimed to be used from Jan 1 to Dec 31 for domestic
purposes for 1 household and the irrigation of 8 acres

with a priority of 1905;
the place of use is within the NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 13, T55N, R4W, B.M.

Any exception to this claim of water right may be filed with the Idaho
Department of Water Resources, 4055 Government Way, Coeur d'Alene, Idaho,
83814.

C. STEPHEN ALLRED
Director

Published in the Priest River Times, Priest River, Id
on March 23 and March 30, 1978



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NORTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

Suite No. 1
4055 Government Way
Coeur d'Alene, Idaho 83814
(208) 667-6484

March 14, 1978

RE: Application No. 96-4006

John Fitzmorris
Rt 1
Prest River, Id 83856

Dear Mr Fitzmorris,

Attached is your receipt No. 9595 in the amount of \$ 10.00 for the filing fee on the above referenced item which was received in this office.

Very truly yours,

Alea Beito
Secretary

AB

Attachment

February 23, 1978

Re: Claim to a Water Right

Mr. John Fitzmorris
Route 1
Priest River, ID 83856

Dear Mr. Fitzmorris:

We are returning your Money Order #92-1 in the amount of \$10.00 and your Claim to a Water Right for additional information.

Under item #5.a. You have listed the point of diversion in the NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec 13, but the map indicates the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec 13. Please clarify and resubmit your claim.

If this office can be of any further assistance, please do not hesitate to contact us.

Sincerely,

TOM KING
Senior Water Resource Agent

TK/sdw

Enclosure

WATER