

Remarks _____

Scale: 2 inches equal 1 mile.

State of Idaho)
County of Kootenai) ss.

Sworn to before me this 5 day of June, 1974

Charles W. White Cheryl R. White
(Claimant)

Notary Public Robert J. Haynes
Residing at CDH

My commission expires Lifetime

Received by KK Date 6/5/79 Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by WJD Date 6/5/79 #14002 claimant by: _____
\$10.00 fee received by KK Date 6/5/79
Approved for publication by mg
Published in Clearwater Tribune
Dates 6/14-21/79

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO, }
County of Clearwater } ss.

Nancy Noble

being first duly sworn, on oath, deposes and says:

That I am and at all times herein mentioned have been a citizen of the United States and of the State of Idaho, over 21 years of age, and that I am not a party to nor interested in the above entitled proceeding; that I am and at all times herein mentioned have been the Editor, Foreman, of THE CLEARWATER TRIBUNE: That said Clearwater Tribune is a newspaper of general circulation, printed and published weekly at Orofino, in the County of Clearwater and State of Idaho; that the Clearwater Tribune has been continuously and uninterruptedly published in Clearwater County, Idaho during the period of seventy-eight consecutive weeks prior to the first publication of attached copy of

Notice of Claims to Water Rights

That said Notice

of which the annexed is a full, true and correct printed copy, was published in the regular and entire issue of said newspaper, and not in any supplement thereof, for full period of two consecutive issues commencing on the 14th day of June, 1979, and ending on the 21st day of June, 1979.

Subscribed and sworn to before me this 21st day of June, 1979

NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO
RESIDING AT OROFINO THEREIN

NOTICE OF CLAIMS TO WATER RIGHTS

Notice is hereby given that the following claim(s) to water right(s) have been established by diversion and application to beneficial use:

83-4005

WHITE, Charles W. &/or Cheryl R.

P.O. Box 266, Orofino, Id 83544.

Source: Unnamed Spring

Priority Date: 01/01/1940

Amount: 0.08 CFS

Diversion Point: NWSW Sec 34 T 37N R 01E, Clearwater Co.

Use: Domestic (0.08 CFS) from 01/01 to 12/31.

Place of Use: NWSW Sec 34 T 37N R 01E

Diversion Means: Reservoir & Pipe.

Any exception to any claim of water right may be filed with the Director of the Idaho Department of Water Resources, 4055 Gov't Way, Coeur d'Alene, Id. 83814.

C. Stephen Allred
Director
6-14,21c

RECEIVED

JUL 9 1979

Department of Water Resources
Northern District Office

Exhibit "A" (continued)

forces in 1903 prior to road construction. Corner was not reset as it falls on unstable road back slope.

NOT SET 495

589°43'07"E

N00°53'11"E-100.00'

S89°42'45"E-100.23'

108-2

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STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Section 42-225a, Idaho Code

Under the provisions of Section 42-225a, Idaho Code, a person may file a claim to a right to use water which has been established by diversion and application to beneficial use. **The filing of this claim does not confirm the water right but will serve for information purposes only.** It may, however, become the basis for future adjudication of the water right by the Court.

Notice is hereby given that CHARLES W. OR CHERYL R. WHITE
(name of claimant)
of Box 266 ORDFINO, ID 83544, claims a right to the diversion and beneficial use of
(mailing address)
the public water of the State of Idaho

The extent and nature of said claim is as follows:

- (1) Describe source of water: (name of stream, lake, spring, etc., or ground water) UNNAMED SPRING
_____, tributary to, _____

- (2) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

Amount	<u>0.08</u>	Use	<u>DOMESTIC</u>	Period of Use:	From	<u>JAN 1</u>	To	<u>DEC 31</u>
Amount	_____	Use	_____	Period of Use:	From	_____	To	_____
Amount	_____	Use	_____	Period of Use:	From	_____	To	_____
	(cfs, gpm or a/f)		(dom., irri., stock, etc.)					(both dates inclusive)

- (3) Total quantity of water claimed: 0.08 cubic feet per second, or _____ acre feet per annum, and/or _____ gallons per minute.

- (4) Priority claimed: (the date water was first applied to beneficial use) 1940

A claim is not acceptable on a ground-water source with a priority later than March 25, 1963 or on a surface-water source with a priority later than May 20, 1971. An exception to this rule is that a claim may be filed on domestic use from a ground-water source.

- (5) A) Point of diversion: (give location of point where water is diverted from its source)
NW ¼ SW ¼, Sec. 34 Twp. 37N Rge. 1E B. M. County of CLEARWATER
 Additional points of diversion: _____

B) Describe means of diversion of water: (pump and pipeline, well, diversion dam, reservoir, length of ditch and field etc.) Give sizes and capacities; be as specific as possible. RESERVOIR WITH PIPELINE TO
PLACE OF USE

- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use not for irrigation, place an "X" in appropriate box to show location.

[illegible]

Total No. of acres _____

- B) If the water is used for other than irrigation, fully describe that use, being as specific as possible: 2 HOUSEHOLDS

- (7) If you are claiming water as a member of an organization, list name of organization: _____

A hand-drawn map on a grid. The grid consists of solid lines forming a 10x10 grid of squares, with dashed lines forming a 20x20 grid of smaller squares. A solid line is drawn from the intersection of the 3rd vertical line and 5th horizontal line to the intersection of the 5th vertical line and 7th horizontal line. This line is labeled 'R-1E' near the start and 'T-37N' near the end. A small square symbol is located at the intersection of the 3rd vertical line and 5th horizontal line. To the left of this symbol, the text 'P.D.' is written above 'PLACE OF USE'. The text 'PLACE OF USE' is written vertically, with 'OF' in the middle. The text 'R-1E' is written horizontally below the line, and 'T-37N' is written horizontally above the line.

Received by KK Date 6/5/79 Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by WJ Date 6/5/79 #14002 _____ claimant by: _____
\$10.00 fee received by KK Date 6/5/79 _____
Approved for publication by mg _____
Published in Clearwater Tribune _____
Dates 6/14-21/79 _____

AFFI AVIT OF PUBLICATION

STATE OF IDAHO, }
County of Clearwater } ss.

Nancy Noble

being first duly sworn, on oath, deposes and says:

That I am and at all times herein mentioned have been a citizen of the United States and of the State of Idaho, over 21 years of age, and that I am not a party to nor interested in the above entitled proceeding; that I am and at all times herein mentioned have been the Editor, Foreman, of THE CLEARWATER TRIBUNE: That said Clearwater Tribune is a newspaper of general circulation, printed and published weekly at Orofino, in the County of Clearwater and State of Idaho; that the Clearwater Tribune has been continuously and uninterruptedly published in Clearwater County, Idaho during the period of seventy-eight consecutive weeks prior to the first publication of attached copy of

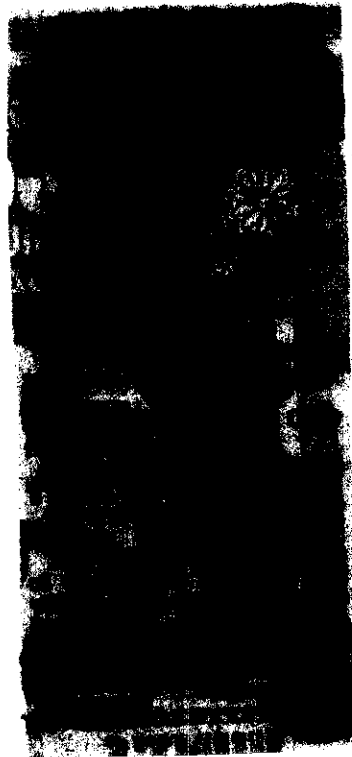
Notice of Claims to Water Rights

That said Notice

of which the annexed is a full, true and correct printed copy, was published in the regular and entire issue of said newspaper, and not in any supplement thereof, for full period of two consecutive issues commencing on the 14th day of June, 1979, and ending on the 21st day of June, 1979.

Subscribed and sworn to before me this 21st day of June, 1979

NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO
RESIDING AT OROFINO THEREIN



OK
7/10/79

Deposited
Notary Public

ACT
ION

N OWNER LAST NAME - WHITE

FIRST NAME - CHARLES W.

N OWNER LAST NAME - WHITE

FIRST NAME - CHERYL R.

N ADDRESS LINE 1 - P.O. BOX 266

N

CITY - OROFINO

STATE - ID ZIP CODE - 83544

N SOURCE - UNNAMED SPRING

N STAGE - STATUTORY CLAIM

PRIORITY - 01-01-1940 COUNTY - CLEARWATER TOTAL DIV. RATE - .0800CFS

N DIVERSION POINT - NWSW 34 37N 01E

N FROM - 01-01 TO - 12-31 USE - DOMESTIC

USE DIV. RATE - .0800CFS

N USE - DOMESTIC

PLACE OF USE - TWN 37N RNG 01E SEC 34 TRACT NWSW

N NON IRRIG USE - D/2 HOMES

N DIVERSION MEANS - RESERVOIR & PIPE

5 8/83

IDENT. NO.

83-4008

WATER RIGHT
DATA ENTRY LOG

[illegible]

State of Idaho
Department of Water Resources

CLAIM ANALYSIS SHEET

INITIAL REVIEW BY: P.H.

Right Number 83-4005 Applicant White

NOTE: IF ANY OF THE ITEMS BELOW ARE MISSING, THE CLAIM IS INCOMPLETE AND MUST BE RETURNED IMMEDIATELY TO THE CLAIMANT ALONG WITH THE APPROPRIATE COVER LETTER.

CHECK:

- ☒ Name and address.
- ☒ Date of priority. (Check for a date past the mandatory filing dates.) (One date only.)
- ☒ Source.
- ☒ Quantity, use, period.
- ☒ Point(s) of diversion.
- ☒ Location of use.
- ☒ Signature/notarization/fee.

FINAL REGIONAL PROCESSING REVIEW:

- ☒ Affidavit of publication received.
- ☒ Claim published correctly.
- ☐ Exceptions processed.

By [Signature] Date 7/10/79

STATE OFFICE PROCESSING:

- ☒ Claim review complete.

By [Signature] Date 7/31/79

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Northern Region

JOHN V. EVANS
Governor
C. STEPHEN ALLRED
Director

4055 Government Way
Coeur d'Alene, ID 83814
(208) 667-6484

JULY 2, 1979

CHARLES W. WHITE
CHERYL R. WHITE
P.O. BOX 266
OROFINO

ID 83544

RE: Claim No. 83-4005

Dear Claimant:

The Department of Water Resources has completed the advertising of your claim to a water right, and no further action is authorized under Section 42-243 and 42-244, IDAHO CODE. Your claim will be retained in our files and will be available at any time for use by you or the court.

The filings and advertising of the claim does not confirm the water right claimed, but will serve to record and preserve 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 with the claim, you may have that information or evidence added at any time. Please refer to the claim identification number when corresponding with this office.

We are enclosing a copy of your claim for your records. If you have questions, or if this office may be of further assistance, please feel free to contact us.

Yours truly,

Robert G. Haynes, P.E.
Regional Supervisor

Enclosure

RECEIVED

83-4005-

WHITE, CHARLES W. &/or CHERYL R.

P.O. BOX 266, OROFINO, ID 83544

Source: UNNAMED SPRING

Priority Date: 01/01/1940

Amount: 0.08 CFS

Diversion Point: NWSW Sec 34 T 37N R 01E, CLEARWATER Co.

Use: DOMESTIC (0.08 CFS) from 01/01 to 12/31

Place of Use: NWSW Sec 34 T 37N R 01E

Diversion Means: RESERVOIR & PIPE

MICROFILMED

ASSOCIATE:

Brian N. Donesley

Nick Chenoweth

ATTORNEY AT LAW

P. O. BOX 1422

OROFINO, IDAHO 83544

July 5, 1979

C. Stephen Allred, Director
Idaho Department of Water Resources
4055 Government Way
Coeur d'Alene, ID 83814

Sir:

Re: Notice of Claim to Water Right

My clients, the Clingenpeels, found in the Clearwater Tribune, a weekly published in Orofino, Idaho, that Mr. Charles W. White has applied for a water right in a spring located upon his property. I feel that he is entirely proper in obtaining a water right in that spring, however I wish to call the Department's attention to an escrow contract (enclosed and underlined) wherein the Whites are the purchasers of this particular piece of ground from my clients. As part of the terms of the agreement, my clients have a limited interest in the spring at issue.

My intent of this letter is only to call to your attention this interest.

Respectfully,

Nick Chenoweth/bc

Nick Chenoweth

NC:bc
cc: S Calhoun
M/M Clingenpeel
enc.
Dictated but not read.

RECEIVED

JUL 6 1979

Department of Water Resources
Northern District Office

MICROFILMED

NOTICE OF CLAIMS
TO WATER RIGHTS

Notice is hereby given that
the following claim(s) to
water right(s) have been
established by diversion and
application to beneficial use:

83-1005

WHITE, Charles W. &/or
Cheryl R.
P.O. Box 266, Orofino, Id
83544.

Source: Unnamed Spring

Priority Date: 01/01/1940

Amount: 0.08 CFS

Diversion Point: NWSW Sec
34 T 37N R 01E, Clearwater
Co.

Use: Domestic (0.08 CFS)
from 01/01 to 12/31.

Place of Use: NWSW Sec 34
T 37N R 01E

Diversion Means: Reservoir
& Pipe.

Any exception to any claim
of water right may be filed
with the Director of the Idaho
Department of Water Resources,
4055 Gov't Way, Coeur d'
Alene, Id. 83814.

C. Stephen Allred
Director

6-14,21c

ESCROW CONTRACT

THIS AGREEMENT, made and entered into as of the 28th day of April, 1978, by and between JAMES A. CLINGENPEEL and MARGARET L. CLINGENPEEL, husband and wife, the parties of the first part, hereinafter referred to as the SELLERS and CHARLES W. WHITE and CHERYL R. WHITE, husband and wife, of Box 266, Orofino, Idaho, parties of the second part, hereinafter referred to as the BUYERS.

I.

LEGAL DESCRIPTION

For and in consideration of the payments to be made and the covenants to be performed by the Buyers as hereinafter set forth, the Seller does hereby contract and agree to sell and convey unto the Buyers all of the following described property situate in the County of Clearwater, State of Idaho, to-wit:

That property described in Exhibit "A" attached hereto and by reference incorporated herein as though fully set forth herein.

II.

CONSIDERATION

In consideration of the foregoing mentioned covenants, the Buyers covenant and agree to buy all of the above described property and to pay therefore the sum of Five Thousand Dollars (\$5,000) in the following manner, to-wit: the sum of One Thousand Dollars (\$1,000) heretofore paid as earnest money, the receipt for which is hereby acknowledged by the Seller; the balance of Four Thousand Dollars (\$4,000) to be paid in equal monthly installments of One Hundred Fifty Dollars (\$150) per month, said payment to include interest accrued thereon, the first payment being due on or before the 15th day of April, 1978,

RECORDED

and each payment thereafter due on or before the 15th day of each succeeding month until all principal and interest shall have been fully paid. Said unpaid balance shall draw interest at the rate of Five per cent (5%) per annum from the date community water is supplied to the herein described property.

III.

LIMITED PRE-PAYMENT

The Buyers shall have the right to make pre-payments without incurring any pre-payment penalty by paying an amount up to Three Thousand Dollars (\$3,000) in any one year. Any pre-payment shall be paid in multiples of ten Dollars (\$10).

IV.

POSSESSION

The Buyers shall be let into possession, use and occupancy of the described real property on the date of this agreement, and shall be included and entitled to continuance of possession of said property so long as this contract and each and every covenant thereof shall be faithfully performed by the Buyers.

V.

TAXES AND ASSESSMENTS

The first-half taxes for the year 1977 have been paid by the Sellers. There is now due and owing the taxes for the second-half of the year 1977. The Sellers shall pay these taxes. The Buyers shall pay all subsequent taxes and assessments levied upon the property hereinabove described, before the same shall become delinquent. Receipts for all taxes shall be filed with the escrow holder hereinafter named.

VI.

INSPECTION OF PROPERTY

The Buyers hereby acknowledged that Buyers have made

an examination and inspection of the above described real property and are fully aware of the condition of the same and are not relying on any representation made by the Seller or Sellers' agent or agents as to condition of said property or the location of boundary lines, or as to acreage or number of square feet of the frontage contained in the real property hereinabove described. Buyers have further been informed and understand that the property herein described has not been surveyed, and that Sellers are not responsible or liable to obtain or provide a survey of said property.

VII.

SALE OR ASSIGNMENT

The property hereinabove described in this Contract and the rights of the Buyers hereunto may be sold or assigned by the Buyers only after express written consent of the Seller is first had and obtained. Such consent shall not be arbitrarily or unreasonably withheld by the Seller.

VIII.

TITLE

The Seller shall execute and cause to be delivered to the escrow holder hereinafter named, with this Contract, a good and sufficient Warranty Deed conveying to the Buyers the property hereinabove described in Exhibit "A", free and clear of all liens, claims, encumbrances, except taxes and assessments for the current year and rights-of-way of public record and the normal exceptions of Title insurance policies.

IX.

TITLE INSURANCE

It is understood and agreed that the Buyers will provide their own policy of title insurance, however, that the

Sellers agree to, within a reasonable time after receiving written notice of any defects in the title, cure said defects. It is understood and agreed that defects in title shall not include easements visible on record, if any, lack of right of access, or standard exceptions in the title policy.

X.

RESERVATIONS IN SELLERS

It is understood and agreed that the Sellers reserve the right to use water from the existing water system now upon the property described in Exhibit "A" until community water supply is established in Ahsahka, Idaho.

It is understood and agreed that this right to use water is personal to the Sellers, and that as consideration for the use of said water, no interest will be charged Buyers hereunder for so long as the water is used by Sellers.

XI.

ESCROW HOLDER

The CROFING BRANCH, IDAHO FIRST NATIONAL BANK is designated as escrow holder, and this contract shall be deposited with said escrow holder, together with all other documents, receipts and insurance policies required to be deposited with said escrow holder under the terms of this Agreement. The escrow holder is directed to take and receive from the Buyers receipts evidencing payment of taxes and insurance and policies of insurance, if required under the terms of this Agreement, and to take and receive each payment occurring hereunder for the use and benefit of the Seller.

The said escrow holder is hereby authorized and directed upon the full and complete performance of this Contract by the Buyers at the time and in the manner herein provided to

deliver to said Buyers all papers and documents then held under this escrow.

If, however, the Contract shall be forfeited or declared null and void by reason of the default or breach of any of the covenants herein contained, or by reason of the Buyers' failure to perform the agreements, covenants and conditions herein provided, the escrow holder is hereby directed and authorized upon demand of the Sellers, to deliver all of the papers and documents then held under this escrow to the Seller upon proof submitted by the Seller of the Buyers; failure to comply with the terms and conditions of this contract. Said proof shall be evidenced by filing with the escrow holder a copy of the notice as hereinafter provided for, and proof of mailing thereof, either by Affidavit of mailing or by registered mail or certified mail, return receipt, or by affidavit of Personal Service of said notice on the Buyers.

XII.

DEFAULT AND SERVICE OF NOTICE

TIME IS OF THE ESSENCE of this Contract, and if the Buyers shall fail or refuse to promptly and at the times and in the manner, as hereinafter provided, perform any condition of this contract of the Buyers' part to be performed, or should the Buyers or any one of them, if there be more than one person constituting the Buyers hereunder, become insolvent or be adjudicated a bankrupt, or compound with or make a general assignment for the benefit of creditors, in any such event, the Sellers shall have the following options, to-wit:

- a. Seller may elect to affirm this contract and sue either at law or in equity to recover the entire balance of principal and interest then remaining due and unpaid, together with any and all other amounts due under the installments of principal not at that time due under the terms of this contract; and enforce any and all security given to Sellers by operation of law to secure the payment of said amount;

OR

- b. The Sellers may forfeit the contract and re-enter and take possession of said premises, and retain all amounts theretofore paid upon the purchase price and retain the benefit of all improvements and all work done upon the premises as reasonable rental of said premises and as liquidated damages.

PROVIDED HOWEVER, that, if such default shall be of a nature which can be cured by Buyers before either option be exercised by the Sellers, then Sellers shall serve upon the escrow holder and also upon Buyers a written notice specifying the default complained of and requiring compliance with the terms of this contract within Thirty (30) days after service of said notice.

If Buyers shall comply with said notice and the terms of this contract within said period of time, the default shall be deemed corrected, but if Buyers shall not so comply then the default shall be deemed complete at the expiration of said Thirty (30) day period, and the Sellers may forthwith proceed under either option.

If such default is of such nature that it cannot be cured by Buyers, as, for example, the bankruptcy of the person constituting the Buyers hereunder, then such default shall be deemed complete upon the happening of the occurrence, and without the necessity of the giving of any notice of default by Sellers to Buyers.

In the event of a completed forfeiture, should the Seller proceed under option "b", Sellers may re-enter and take possession of said premises, free and clear of all claims whatsoever, of the Buyers, and continued occupation and possession of said premises by the Buyers shall be deemed and considered a trespass on the real estate and such possession considered unlawful and without right.

In order to cure any such default, the Buyers shall pay to the escrow holder, to be transmitted to Sellers, in addition to all other sums necessary to cure such default, and as a prerequisite to the curing of such default, the sum of Fifty Dollars (\$50) to cover the costs of preparation and service of such notice and as liquidated damages for such breach for each such notice of default. The said sum shall not be a payment upon the contract and shall not be credited by the escrow holder as such, but shall be disbursed by the escrow holder directly to Sellers.

XIII.

GIVING OF NOTICE

Service of any notice permitted or required under the terms of this contract shall be deemed complete upon the depositing of the same in the United States mails by the Sellers, by certified or registered mail, addressed to the Buyers at their last known address; or by the Buyers addressed to the Sellers at their last known address, as the case may be, or such other address as either shall hereafter in writing to the other designate, or by causing said notice to be served personally upon the Buyers, or on the Sellers as the case may be. In the event there be more than one person constituting the Sellers or the Buyers herein, service by mail or personal service as provided above, upon any one person in such party, shall be good and sufficient service upon all persons constituting such party the same as though such service has been made upon each and every member of such party.

XIV.

FEEES AND COSTS

It is understood and agreed between the parties that these papers have been prepared by JOHN A. SWAYNE, Attorney for

the Buyers, and the parties acknowledge that they have been advised by John A. Swayne, Attorney at Law, concerning the possibility of conflicts of interests arising when one lawyer represents both sides of a sale transaction; it is therefore, explained that John A. Swayne represents the Buyers in this matter, and therefore, cannot represent the interests of the Sellers and as a result of the situation, Buyers are required to pay John A. Swayne's fees for legal services, no part of such fees can be paid to John A. Swayne by the Sellers. It has been agreed upon by the parties that the Sellers will pay One-half ($\frac{1}{2}$) of the escrow costs herein involved.

In the event future conflict shall arise between them involving litigation by reason of this sale, John A. Swayne can only represent the Buyers and cannot in any way represent the Sellers. The Sellers acknowledge by this paragraph, that John A. Swayne informs the Sellers that they should have, or are entitled to have, separate counsel.

XV.

ATTORNEY'S FEES

In the event of any suit or proceeding by either party herein against the other party, in any way arising out of this Agreement, or attempting to enforce any right herein granted, the losing party of such suit or proceeding shall pay to the prevailing party such sums as the Court shall adjudge reasonable in such suit or proceeding, for attorney's fees for such prevailing party.

XVI.

CAPTIONS TO PARAGRAPHS

The captions to the paragraphs of this Agreement are for convenience only and shall not be deemed to enlarge, diminish explain or in any manner effect the meaning of such paragraphs.

XVII.

BINDING AGREEMENT

This contract shall be binding upon the heirs, personal representatives, administrators, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as to the day and year hereinabove first written.

DATED this 28th day of April, 1978.

James A. Clingenpeel
James A. Clingenpeel

Margaret L. Clingenpeel
Margaret L. Clingenpeel

Charles W. White
Charles W. White

Cheryl R. White
Cheryl R. White

STATE OF IDAHO)
County of Blaine) ss.

On the 28th day of April, 1978, before me, the undersigned, a Notary Public for Idaho, personally appeared JAMES A. CLINGENPEEL and MARGARET L. CLINGENPEEL, 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at Blaine, therein.

CHARLES D. CUDDY, L. S.

P. O. BOX 64

DRUID, IDAHO 83544

(208) 476-4640

Exhibit "A"

Description for Klingenpeal

A part of Allotment Number 1857 more particularly described as:

Beginning at the West $\frac{1}{4}$ corner of Section 34, Township 37 North, Range 1 East, Boise Meridian, Clearwater County, Idaho; thence S $89^{\circ}43'07''$ E along the East West center line of said Section 34 a distance of 990 feet; to the NE corner of said Allotment Number 1857; thence S $00^{\circ}53'11''$ W along the East boundary of said Allotment Number 1857 a distance of 165 feet to a Corps of Engineers brass cap monument stamped 107-130 and the Real Point of Beginning; thence S $00^{\circ}53'11''$ W 486 feet more or less to a Corps of Engineers brass cap stamped 130-1; thence West 82.5 feet along the North boundary of that particular tract described in Book of Deeds 18 page 110, Clearwater County Records; thence North to county road known as the Old Ahsahka Grade; thence Westerly along the Southerly right-of-way line of the Old Ahsahka grade a distance of 142 feet more or less to the North West corner of that particular tract described in Book of Deeds No. 29 page 362 Clearwater County Records; thence South to a point 660 feet South of the East West centerline of said Section 34; thence West parallel with and 660 feet South of said East West centerline a distance of 259 feet more or less to the West boundary of said Allotment Number 1857; thence North 495 feet more or less to a Corps of Engineers brass cap stamped 108-107; thence S $89^{\circ}43'07''$ E 495 feet to the Real Point of Beginning.

EXCEPTING the County road right-of-way.

ALSO EXCEPTING any existing easements for access and/or utilities..

This description is based on U.S. Corps of Engineers survey now recorded in the Restoration and Recordation file Clearwater County, Idaho and Deeds Records Clearwater County, Idaho.

