

one North
 High Level
 ending South
 0.14 degree
 area of
 5.7 being
 side Highway
 100.5



Center of Sec. 6

N 89° 55' E 2550'

1879
 Cor. obliterated

NW 1/4 SE 4

N 80° 50' E

1736'

1736'

1736'

1736'

1736'

1736'

1736'

CROCKETT

LOT 7

LOT 6

Road from Highway 140

N 85° 55' W 2835'

Road

1148' 35"

S 80° 54' W 2484'

PROP

MICROFILMED
 MAR 26 1987

Notes

0.14 degree

area of

5.7 being

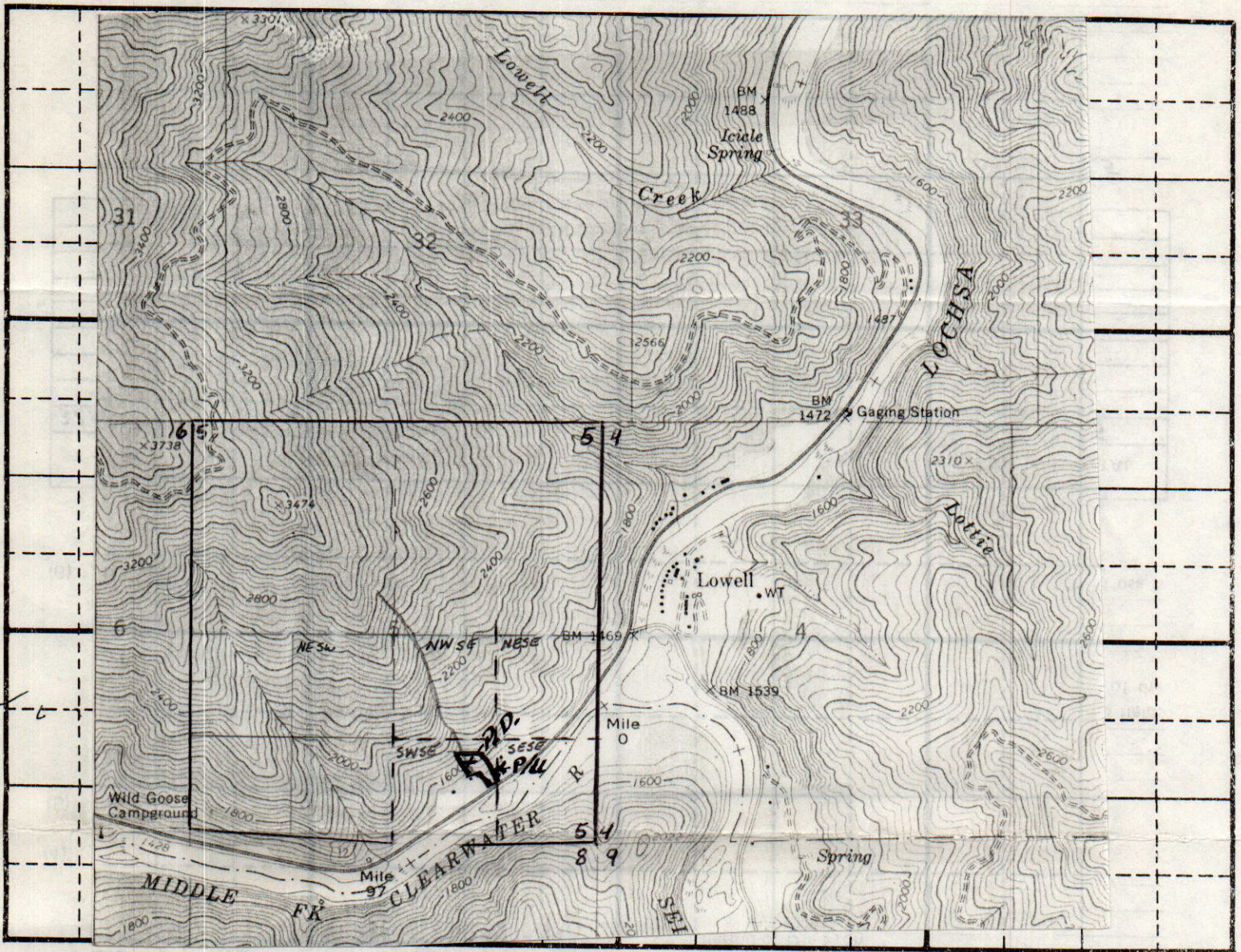
side Highway

100.5

one North

High Level

(8) Remarks



Scale: 2 inches equal 1 mile.

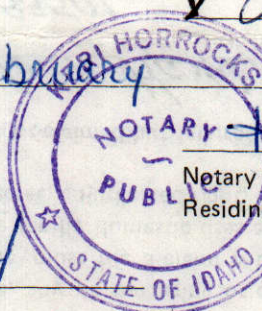
Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho)
County of NEZ PERCE) ss.

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 affiant's knowledge.

Sworn to before me this 16th day of February, 1982.

Frank Hawkins
(Claimant)



Keri Horrocks
Notary Public
Residing at Lewiston ID 83501

My commission expires July, 1984

FOR DEPARTMENT USE ONLY

Received by PM Date 4/3/82 Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by PK Date 2/24/82 claimant by: _____
630.00 fee received by NO Fee Required - JK
Published in Idaho City Free Press
Dates 3/3/82 & 3/11/82

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:

81-4037

HAWKINS, FRANK &/or
EILEEN

1208 8TH ST., LEWISTON,
ID 83501

Source: UNNAMED
STREAM tributary to
CLEARWATER RIVER,
MIDDLE FORK

Priority Date: 06/01/1930

Amount: 0.08 CFS

Diversion Point: SWSE Sec
05 T 32N R 07E, IDAHO Co.

Use: IRRIGATION (0.04
CFS) from 04/15 to 11/15
DOMESTIC (0.04 CFS) from
01/01 to 12/31

Place of Use: SWSE Sec 05 T
32N R 07E FOR 6 ACRES.

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.

A. KENNETH DUNN
Director

Published 3/3/ & 3/10/82.

M3-10

AFFIDAVIT OF PUBLICATION

Nona C. Donaldson being first duly

sworn, says he is the Office Manager

of the IDAHO COUNTY FREE PRESS, a weekly newspaper which

is published and issued weekly at Grangeville, Idaho County,

State of Idaho, and which is of general circulation in said county

and state; that the said notice, of which the one hereto attached

is a true copy, was published in said paper for two weeks,

being published two times, the first publication being

on the 3 day of March, 19 82

and the last publication on the 10 day of

March, 1982; and that the said notice

was published in the newspaper proper and not a supplement;

that said newspaper has been continuously and uninterruptedly

published in said county during a period of more than seventy-

eight consecutive weeks prior to the first publication of said

notice or advertisement.

Nona C. Donaldson

Subscribed and sworn to before me this 10 day

of March, 19 82

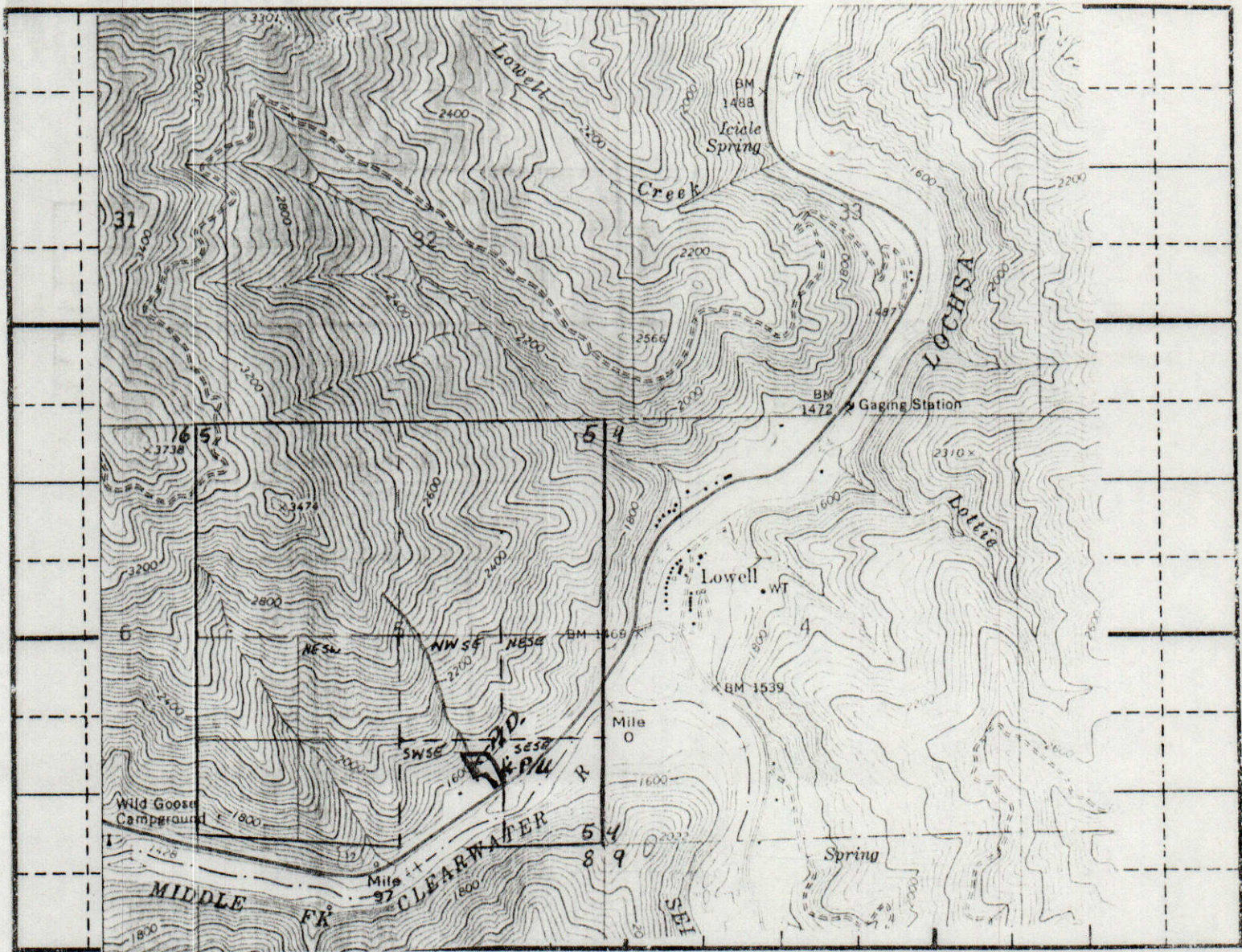
[Signature], Notary Public

for State of Idaho, residing at Grangeville, Idaho.

RECEIVED
MAR 15 1982
Department of Water Resources
Northern District Office

MICROFILMED

(8) Remarks _____



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 _____)

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 affiant's knowledge.

Y _____
(Claimant)

Sworn to before me this _____ day of _____, 19____.

Notary Public
Residing at _____

My commission expires _____

FOR DEPARTMENT USE ONLY

Received by _____ Date _____ Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by _____ Date _____ claimant by: _____
Published in _____
Dates _____

MICROFILMED

\$20.00 fee received by NO Fee Required - JK

Scale: 2 inches equal 1 mile.

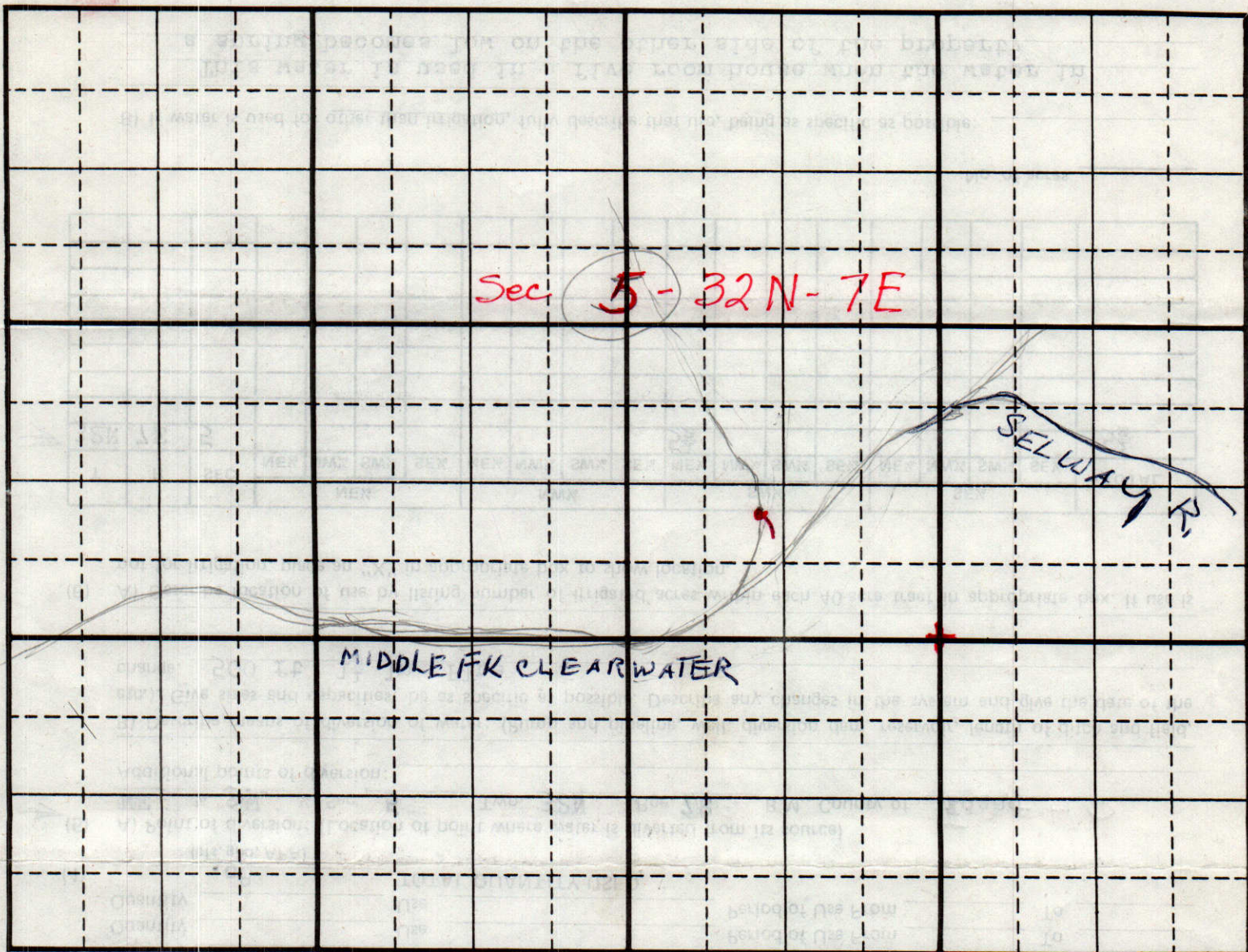
State of Idaho)
) ss.
County of _____)

Frank Hawkins
(Claimant)

Notary Public _____
Residing at _____

FOR DEPARTMENT USE ONLY

(8) Remarks



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

County of

NOZ PERCE

) ss.

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 affiant's knowledge.

Frank Hawkins
(Claimant)

Sworn to before me this 31th day of JANUARY, 1982.

Dorcas M. Davis
Notary Public
Residing at Lewiston

My commission expires

April 1, 1985

FOR DEPARTMENT USE ONLY

Received by

Date

1/14/82 (see back)

Exception filed by:

Forwarded to

Date

Prelim. check by

Date

2/10/82

claimant by:

\$20.00 fee received by

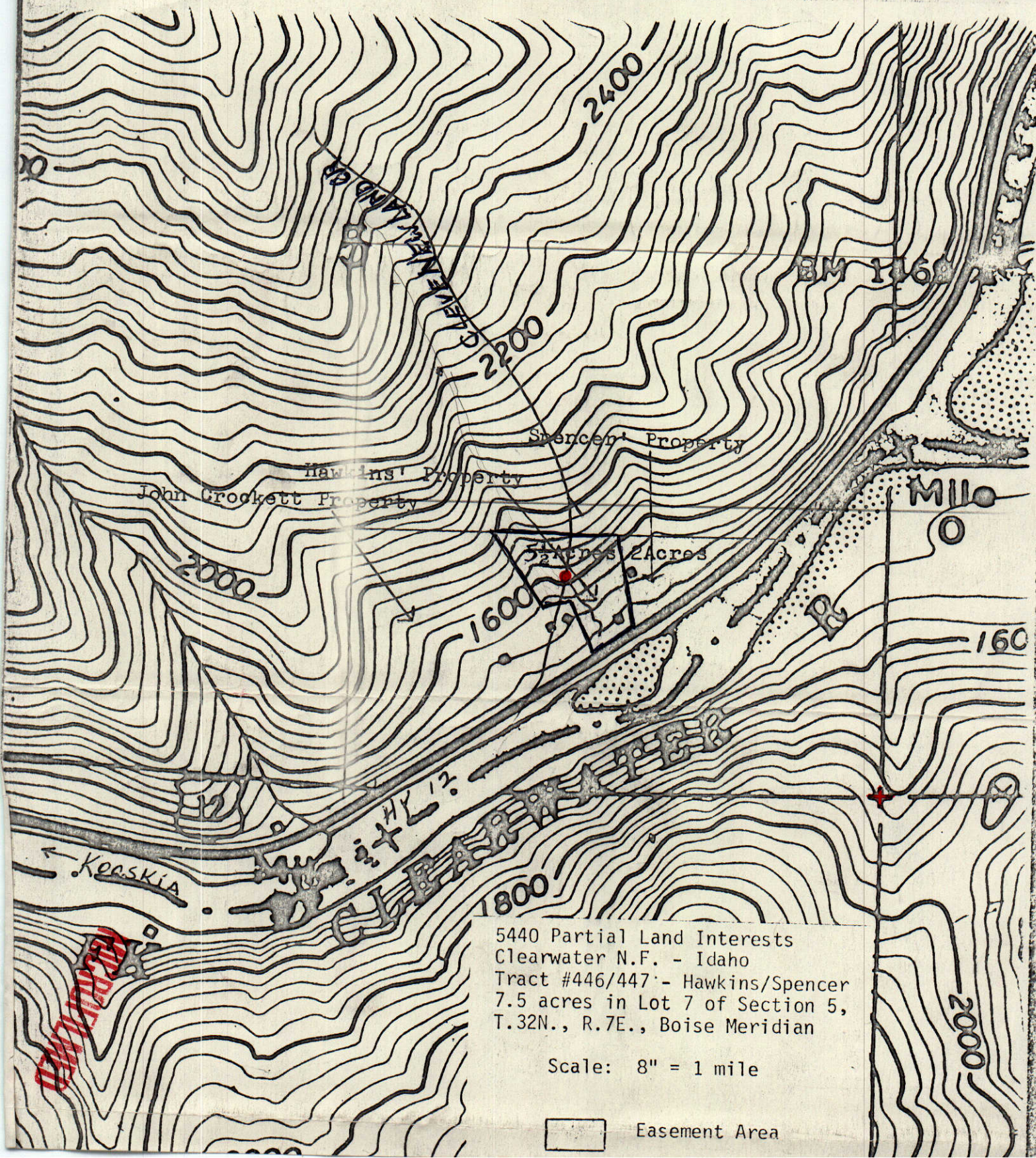
Date

2/10/82 (2116)

Published in

Dates

MICROFILMED



5440 Partial Land Interests
Clearwater N.F. - Idaho
Tract #446/447 - Hawkins/Spencer
7.5 acres in Lot 7 of Section 5,
T.32N., R.7E., Boise Meridian

Scale: 8" = 1 mile

 Easement Area

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

JAN 31 1997

Department of Water Resources

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right Number(s) 81-4037
Adjudication Claim Number(s) A81-04037
2. The following **REQUIRED** information must be submitted with this form.
 - A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.
AND
 - B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)
OR
 - C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) FRANK OR EILEEN HAWKINS
1208 8TH ST LEWISTON ID 83501
4. New Owner/Claimant(s) DONALD E MOORE JACQUELINE E MOORE
Name connector (Check one): ☒ AND, ☐ OR, ☐ AND/OR
New Mailing Address HC-75 Box 100 KOOSKIA ID 83539
City, State and ZIP Code _____
New Telephone Number (208) 926-4817
5. Date you acquired the property 27 JUNE 1991
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.
Number of acres actually irrigated _____ Number and type of stock _____
Diversion rate in CFS _____ Number of homes _____ Other uses _____
cubic feet per second
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner/Claimant(s) Donald E Moore **MICROFILMED** Date 21 JAN 1997
Jacqueline E Moore **MAR 26 1997** Date 21 Jan 97
8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

81-4037

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. Section 42-248 requires certain property holders to notify the Department of Water Resources (IDWR) of any change in mailing address or ownership of all or part of a water right record on file with IDWR. Section 42-1409(6) provides that new property owners must notify IDWR of any change in ownership of a water right during an adjudication of water rights, and, if a required claim for the water right has not been filed, to file the needed claim.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. If you would like any of these brochures, or if you have questions about completing this form, please contact your nearest IDWR office or call 1-800-451-4129.

If you need additional space to describe or explain any of the items on the form, please attach additional sheets to the form as you may require.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter these number(s) at Item 1. If you or the seller believe there are water rights for the property but the numbers are unknown, you may wish to call IDWR or come into an office of IDWR for assistance in identifying the water rights for the property in question. If claims for the rights are required, and have not been filed, IDWR will so advise you.
2. The information described at Item 2 is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner of the water right and/or adjudication claim at Item 3.
4. The name, mailing address, and telephone number of the new owner(s) is entered at Item 4. Please indicate the relationship between multiple owners by using the connector "and", "or" or "and/or". If an "and" is used, all parties must sign this form. If an "and/or" or "or" is used, all parties may sign, however only one of the named parties is required to sign.
5. At Item 5, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. If the property you have purchased is only a portion of the property owned by the former owner/seller, you may be purchasing only a portion of the total water right held by the seller. This means the water right held by the seller may be "split" to provide your share of the right in question. Be sure to include a description of the portion of the water right you have purchased at Item 6.

Please provide as much detail as possible concerning your water right: include the number of homes, irrigated acreage if more than 1/2 acre is irrigated, type and number of stock if your right is for stockwater, etc. In the absence of information to the contrary, IDWR will assume the intent is to split the rights *proportionately*.

7. The new owner(s) must sign the form in the space(s) provided at Item 7. Corporations and other organizations must submit a list of directors or officers demonstrating the authority of the director or officer to sign the form.
8. There is no filing fee. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

IDWR Western Region, 2735 Airport Way, Boise, ID 83705-5082 (208) 334-2190

IDWR Southern Region, 1341 Fillmore St. Suite 200, Twin Falls, ID 83301-3380 (208) 736-3033

IDWR Northern Region, 1910 Northwest Blvd., Suite 210, Coeur d'Alene, ID 83814-2615 (208) 769-1450

IDWR Eastern Region, 900 N Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 (208) 525-7161

only described
area of
side being
Highway
100.5



Center of Sec. 5

N 89° 55' E 2550'

NW & SE

LOT 7

CROCKETT

N 89° 50' E 732'
N 89° 50' E 732'
N 89° 50' E 732'
N 89° 50' E 732'

LOT 6

Cor. Obliterated

N 86° 25' W 2000'

Passed from Highway 1000

N 86° 25' W

S 89° 54' W 2000'

Record

Notes

- ① Iron
- ② New
- ③ Old
- ④ Close
- ⑤ 124
- ⑥ Sque
- ⑦ Lot
- ⑧ Line
- ⑨ Wolf

MICROFILMED

COPY

DEED OF TRUST

THIS DEED OF TRUST, Made this 8th day of July, 1991, by and between DONALD E. MOORE and JACQUELINE E. MOORE, husband and wife, of Idaho County, Idaho, hereinafter called the Grantors; INLAND TITLE COMPANY, of Grangeville, Idaho County, Idaho, hereinafter called the Trustee; and ALEXANDER W. McNEILL and FRANCES R. McNEILL, husband and wife, of Bozeman, Gallatin County, Montana, hereinafter called the Beneficiaries.

W I T N E S S E T H :

For and in consideration of the Deed of Trust Collateral Note hereinafter set forth, the Grantors do hereby irrevocably grant, bargain, sell and convey to the Trustee, IN TRUST, with power of sale, that property in the County of Idaho, State of Idaho, described as follows, to-wit:

See attached Exhibit "A" which is by reference incorporated herein and made a part hereof as though fully set forth.

That this Deed of Trust is for the purpose of collateral security in the event that a certain indebtedness, evidenced by a Deed of Trust Collateral Note, of even date herewith, executed by the Grantors, becoming due and payable according to the terms thereof.

A. To protect the security of the Deed of Trust, the Grantors agree;

1. To keep said property in good condition and repair; not to remove or demolish any buildings thereon; to complete and restore promptly and in good workmanlike manner, any building which may be constructed upon such property, as well as any building damaged or

MICROFILMED

MAR 26 1997

1 destroyed thereon and to pay when due all claims for labor
2 performed and materials furnished therefor; to comply with all laws
3 affecting said property or requiring any alteration or improvements
4 to be made thereon; not to commit or permit waste thereof; not to
5 commit, suffer or permit any act upon said property in violation of
6 law; to do all other acts which from the character or use of said
7 property may be reasonably necessary.

8 2. IT IS UNDERSTOOD AND AGREED between the parties hereto
9 that the Grantors will immediately obtain and keep in full force
10 and effect fire insurance at the full insurable value upon the
11 improvements located on the said property being purchased, with
12 proper loss payable clauses to the Grantors. That the Grantors
13 will deposit such fire insurance policy or policies with receipts
14 for all premiums annually prepaid with the collecting agency
15 hereinafter mentioned. Any sums realized from the payment by any
16 insurance company or companies upon such insurance policy or
17 policies shall be applied by the Grantors to the construction of
18 any improvements which may have been destroyed upon the property or
19 in the event of such loss less than total to the renovation and
20 repair of such loss. Thus, re-establishing the collateral of the
21 beneficiaries for the security of the indebtedness of the Grantors.

22 In the event that the construction or renovation shall not
23 have commenced within 120 days after the damage or destruction of
24 the premises mortgaged herein, or in the event that the Grantors
25 having commenced such renovation and repair or rebuilding shall
26 fail to prosecute the same diligently, then the Beneficiaries,
27 without prejudice to any right or remedy hereunder, may enter upon
28

1 the property at their option and do such repairing or rebuilding
2 and be entitled to have all insurance money applied against the
3 costs thereof, and in such event and for such purpose of rebuilding
4 or renovation, the interest of the Grantors in such insurance money
5 shall, by virtue hereof, be, in such circumstances, assigned and
6 transferred to the Beneficiaries for said purposes of rebuilding,
7 repair or renovation. Or, in the alternative, if the Grantors
8 inform the Beneficiaries in writing that they do not want to
9 rebuild or repair the premises, then the Beneficiaries have the
10 option of rebuilding or repairing the same or applying the
11 insurance proceeds to the balance due and owing and any excess
12 being given to the Grantors.

13 3. To appear in and defend any action or proceeding purport-
14 ing to affect the security hereof or the rights or powers of
15 Beneficiaries or Trustee; and to pay all costs and expenses,
16 including costs of evidence of title and attorney's fees in a
17 reasonable sum in any such action or proceeding in which Beneficia-
18 ries or Trustee may appear.

19 4. IT IS AGREED that the Grantors shall pay and become
20 responsible for all taxes due or which may become due for the
21 period of time after the date of this deed of Trust, and so long as
22 the Deed of Trust Collateral Note remains in full force and effect,
23 the Grantors shall not permit any mechanic's lien or materialman's
24 lien or other lien to attach to said property, and if the Grantors
25 shall fail or neglect to pay said taxes and assessments or to keep
26 said property clear of liens, it is hereby agreed that the
27 Beneficiaries are given the express right to pay and discharge said
28

1 taxes, assessments or liens without notice to the Grantors and any
2 sums paid by the Beneficiaries for any of the above purposes shall
3 at once become the indebtedness of the Grantors to the Beneficia-
4 ries and shall be immediately repayable by the Grantors.

5 In making payment of such taxes, as above provided, the
6 Beneficiaries shall not be required to inquire into the validity of
7 such tax assessment, but shall be authorized to pay such taxes
8 which appear unpaid in the proper official record.

9 5. The Beneficiaries will furnish Title Insurance in the
10 amount of the purchase price hereunder.

11 6. To pay immediately and without demand all sums expended by
12 Beneficiaries to Trustee pursuant to the provisions hereof; which
13 the Grantors should have paid, but failed to pay, with interest
14 from date of expenditure, at eighteen (18) percent per annum.

15 7. Should Grantors fail to make any payment or to do any act
16 as herein provided, then Beneficiaries or Trustee, but without
17 obligation to do so, and without notice to or demand upon Grantors
18 and without releasing Grantors from any obligation thereof, may:
19 make or do the same in such manner and to such extent as either may
20 deem necessary to protect the security hereof, the Beneficiaries or
21 Trustee being authorized to enter upon said property for such
22 purposes; appear in and defend any action or proceedings purporting
23 to affect the security hereof or the rights or powers of Beneficia-
24 ries or Trustee; to pay, purchase, contest or compromise any
25 encumbrance, charge or lien which in the judgment of either appears
26 to be prior or superior hereto; and, in exercising any such powers
27
28

1 or enforcing this Deed of Trust by judicial foreclosure, pay
2 necessary expenses, employ counsel and pay their reasonable fees.

3 B. IT IS MUTUALLY AGREED AS FOLLOWS:

4 1. By accepting payment of any sums secured hereby after its
5 due date, Beneficiaries do not waive their rights either to require
6 prompt payment when due of all other sums so secured or to declare
7 default for failure to so pay.

8 2. Upon written request of Beneficiaries stating that all
9 sums secured hereby have been paid, and upon surrender of this Deed
10 and said Notice to Trustee for cancellation and retention and upon
11 payment of its fees, Trustees shall reconvey, without warranty, the
12 property then held hereunder. The recitals of any reconveyance
13 executed under this Deed of Trust of any matters or facts shall be
14 conclusive proof to the truthfulness thereof. The Grantees in such
15 reconveyance may be described as "the person or persons legally
16 entitled thereto."

17 3. As additional security Grantors hereby give to and confer
18 upon Beneficiaries the right, power and authority, during the
19 continuance of these Trusts, to collect the rents, issues and
20 profits of said property, reserving unto Grantors the right, prior
21 to any default by Grantors in payment of any indebtedness secured
22 hereby or in performance of any agreements hereunder, to collect
23 and retain such rents, issues and profits as they become due and
24 payable. Upon any such default, Beneficiaries may at any time
25 without notice, either in person, by agent, or by a receiver to be
26 appointed by a court, and without regard to the adequacy of any
27 security for the indebtedness hereby secured, enter upon and take
28

1 possession of said property or any part thereof, in their own name
2 sue for or otherwise collect such rents, issues and profits,
3 including those past due and unpaid, and apply the same, less costs
4 and expenses of operation and collection, including reasonable
5 attorney's fees, upon any indebtedness secured hereby and in such
6 order as Beneficiaries may determine. The entering upon and taking
7 possession of said property, the collection of such rents, issues
8 and profits and the application thereof as aforesaid, shall not
9 cure or waive any default or notice of default hereunder or
10 invalidate any act done pursuant to such notice.

11 4. Upon default by Grantors in payment of any indebtedness
12 secured hereby or in performance of any agreement hereunder, all
13 sums secured hereby subject to the conditions herein shall become
14 immediately due and payable; that the Trustee thereafter shall
15 execute a written notice of such default and of the election of the
16 Beneficiaries to cause to be sold the hereinbefore described
17 property and the payments therefrom of the herein described
18 property shall be applied to satisfy the obligations therefrom and
19 the Trustee shall cause such notice to be recorded in the office of
20 the Recorder of Idaho County, Idaho, wherein the said real property
21 is situated.

22 Notice of sale having been given as then required by law, and
23 not less than the time then required by law having elapsed, Trustee
24 without demand on Grantors, shall sell the property at the time and
25 place fixed by it in said notice of sale, either as a whole or in
26 separate parcels and in such order as it may determine, at public
27 auction to the highest bidder for cash in lawful money of the
28

1 United States, payable at time of sale. Trustee shall deliver to
2 the purchaser its deed conveying the property so sold, but without
3 any covenant or warranty express or implied. The recitals in such
4 deed of any matters or facts shall be conclusive proof of the
5 truthfulness thereof. Any person, including Grantors, Trustee or
6 Beneficiaries, may purchase at such sale.

7 After deducting all costs, fees and expenses of Trustee and of
8 this Trust, including costs of evidence of title and reasonable
9 counsel fees in connection with sale, Trustee shall apply the
10 proceeds of sale to payment of: all sums expended during the term
11 hereof, not then repaid, with accrued interest at eighteen percent
12 (18%) per annum; all other sums then secured hereby; and the
13 remainder, if any, to the person or persons legally entitled
14 thereto.

15 5. This deed applies to, inures to the benefit of, any and
16 all parties hereto, their heirs, legatees, devisees, administra-
17 tors, executors, successors, and assigns. The term Beneficiaries
18 shall mean the holders and owners of the note secured hereby; or if
19 the Note has been pledged, the pledgee thereof. In this Deed,
20 whenever the context so requires, the masculine gender includes the
21 feminine and/or neuter, and the singular number includes the
22 plural.

23 6. In the event of dissolution or resignation of the Trustee,
24 the Beneficiaries may substitute a Trustee or Trustees to execute
25 the Trust hereby created, and when any such substitution has been
26 filed for record in the office of the Recorder of the county in
27 which the property herein described is situated, it shall be
28

1 conclusive evidence of the appointment of such Trustee or Trustees,
2 and such new Trustee or Trustees shall succeed to all of the powers
3 and duties of the Trustee or Trustees named herein.

4 7. IT IS AGREED that this is a purchase money Deed of Trust
5 and that the Beneficiaries has sold the property hereinbefore
6 described to the Grantors and secured such sale by means of this
7 instrument; possession of the property shall be given to the
8 Grantors upon the execution of this agreement; if the parties
9 hereto mutually agree to possession to be given prior to that time,
10 they may do so, in which event the other provisions relating to the
11 date of possession herein will take effect; the Grantors may
12 continue to have possession under this Deed of Trust and Deed of
13 Trust Collateral Note which the same secures as long as they are
14 not in default.

15 8. Grantors covenant and agree not to commit or permit waste
16 and to keep and maintain the premises in as good a condition as the
17 same now are, reasonable wear and tear and damage by the elements
18 excepted. Beneficiaries shall have the right at all reasonable
19 times to enter upon said real estate for the purposes of inspecting
20 the same during the term of this Deed of Trust, provided they have
21 given at least ten (10) days notice of the intention to so inspect,
22 and further provided that they must be accompanied by one of the
23 Grantors.

24 9. Grantors will at all times during the existence of this
25 Deed of Trust, until the Deed of Trust Collateral Note has been
26 paid in full, pay, discharge, hold harmless and indemnify the
27 Beneficiaries against:
28

1 1. Any and all liens and charges of any kind and nature
2 which may at any time be established against said
3 premises or any part thereof, as a consequence, direct or
4 indirect, of the existence of the Grantors' interest
5 under this Deed of Trust.

6 2. Any and all loss, costs, damages or expenses sus-
7 tained by the Beneficiaries (including attorney's fees)
8 on account of or through the use of said premises, or of
9 any part thereof, by the Grantors, or by any other person
10 having possession of said premises through or with the
11 consent of the Grantors, implied or express, arising out
12 of or directly or indirectly due to any failure of the
13 Grantor in any respect promptly and faithfully to perform
14 and satisfy their obligations under this Deed of Trust,
15 arising out of or directly or indirectly due to any
16 liability whatsoever resulting from the use of said
17 premises or to any part thereof, under this Deed of Trust
18 for which the said premises or any part thereof, or the
19 Beneficiaries, as owners thereof or interested therein,
20 may hereafter, without the fault of the Beneficiaries,
21 prior to the termination of this Deed of Trust and the
22 payment of the Deed of Trust Collateral Note, and to the
23 delivery to the Beneficiaries of said premises become
24 liable; and especially (but not exclusively) any such
25 loss, cost, damage or expense that may arise under any
26 ordinance or statute of any municipal or governmental
27 regulations.

11. The parties hereto acknowledge that they have been
12 advised that the law firm of DEE, MacGREGOR AND FALES, cannot
13 represent both parties hereto and it is advisable that each of the
14 parties have independent counsel. It was explained that the law
15 firm of DEE, MacGREGOR, FALES & MacGREGOR represents the Grantors
16 in this matter, and, therefore, cannot represent the interest of
17 the Beneficiaries. In the event of future conflicts arising
18 between the parties hereto by reason of this sale, the firm of DEE,
19 MacGREGOR, FALES & MacGREGOR can only represent the Grantors and
20 cannot in any way represent the interests of the Beneficiaries.
21 Beneficiaries have been advised that they have the privilege of
22 consulting independent counsel.

12. The parties hereto acknowledge and agree that this Deed

of Trust shall supersede all such previous agreements; that there are no other agreements not herein contained, other than that certain agreement entitled Supplemental Agreement to Deed of Trust, dated and executed on the same date hereof, and the Deed of Trust Collateral Note, and they do hereby waive any claim each against the other, and/or against the agent or agents of the parties hereto by reason of such variance, it being agreed by all parties that the terms of this Deed of Trust and the said Supplemental Agreement hereto shall control, and are accepted by all parties, over any conflicting provisions of such preliminary agreements, or any of them.

DONALD E. MOORE

JACQUELINE E. MOORE

GRANTORS

ALEXANDER W. McNEILL

FRANCES R. McNEILL

BENEFICIARIES

1 STATE OF COLORADO)
2 ss.
3 County of DELTA)

4 On this ____ day of June, 1991, before me, the undersigned, a
5 Notary Public in and for the State of Colorado, personally appeared
6 DONALD E. MOORE and JACQUELINE E. MOORE, known to me to be the
7 persons whose names are subscribed to the within and foregoing
8 instrument, and acknowledged to me that they executed the same.

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

11
12 Notary Public in and for the
13 State of Colorado; Residing at
14 _____, therein.
15 My commission expires: _____

16 STATE OF MONTANA)
17 ss.
18 County of Gallatin)

19 On this ____ day of June, 1991, before me, the undersigned, a
20 Notary Public in and for the State of Montana, personally appeared
21 ALEXANDER W. McNEILL and FRANCES R. McNEILL, known to me to be the
22 persons whose names are subscribed to the within and foregoing
23 instrument, and acknowledged to me that they executed the same.

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

26
27 Notary Public in and for the
28 State of Montana; Residing at
_____, therein.
My commission expires: _____

EXHIBIT "A"

Township 32 North, Range 7 East, Boise Meridian, Idaho County, Idaho
Section 5; a parcel of land situated in Lot 7 more particularly described as:
Beginning at a point on the northerly line of State Highway No. 9, from which
point the SE corner of said sec. 5 bears east 932 feet and south 1084 feet,
and an iron pin bears S. 14°00' E., 25.5 feet;
thence S. 51°11' W., 301.5 feet along said northerly line;
thence N. 42°56' W., 192.7 feet along a barbed wire fence to a fence
corner post;
thence S. 85°37' W., 88.8 feet to a spike set in the root of a 24"
diameter cottonwood tree;
thence N. 45°00' W., 515.0 feet to the north line of said lot 7;
thence N. 89°40' E., 736.0 feet along said north line to the west line
of that parcel described in Book 3 of Administrators Deeds, page 394;
thence S. 14°00' E., 325.00 feet (formerly described as N. 04°00' W.,
527.3 feet) to the place of beginning.

SUBJECT, HOWEVER, to that certain National Wild and
Scenic Rivers System Recreation River and Easement, dated
August 19, 1980, by and between Frank M. Hawkins, a
bachelor, and Eileen A. Hawkins, a spinster, brother and
sister, and the United States of America, including terms
and conditions thereof, recorded August 20, 1980, as
Instrument No. 286496, records of Idaho County, Idaho.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Amended
CLAIM TO A WATER RIGHT



Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that Frank or Eileen Hawkins
(Name of Claimant)
1208 8th St Lewiston Idaho, 83501 Telephone No. 743-5855
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

(1) Date of priority: (When was the water first applied to a beneficial use) June 1930

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 is that a claim may be filed on single family domestic use from a ground water source.

(2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)

Unnamed Stream (Commonly known as New (or Old) Middle Fk. Clearwater

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

(cfs, af)		(Domestic, Irrigation, Stock, Etc.)		(Both dates inclusive)	
				(Mo., Day)	(Mo., Day)
Quantity	<u>0.04</u>	Use	<u>Domestic</u>	Period of Use From	<u>1-1</u> To <u>12-31</u>
Quantity	<u>0.04</u>	Use	<u>Irrigation</u>	Period of Use From	<u>4-15</u> To <u>11-15</u>
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To
Quantity		Use		Period of Use From	To

(4) 0.08 TOTAL QUANTITY USED.
(cfs, af)

(5) A) Point of diversion: (Location of point where water is diverted from its source)
SW 1/4 SE 1/4, Sec. 5 Twp. 32N Rge. 7E B.M., County of Idaho
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. Describe any changes in the system and give the date of the change. 500' of 1 1/2" pipe

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

T	R	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
<u>32N</u>	<u>7E</u>	<u>5</u>															<u>5.5</u>		<u>5.5</u>

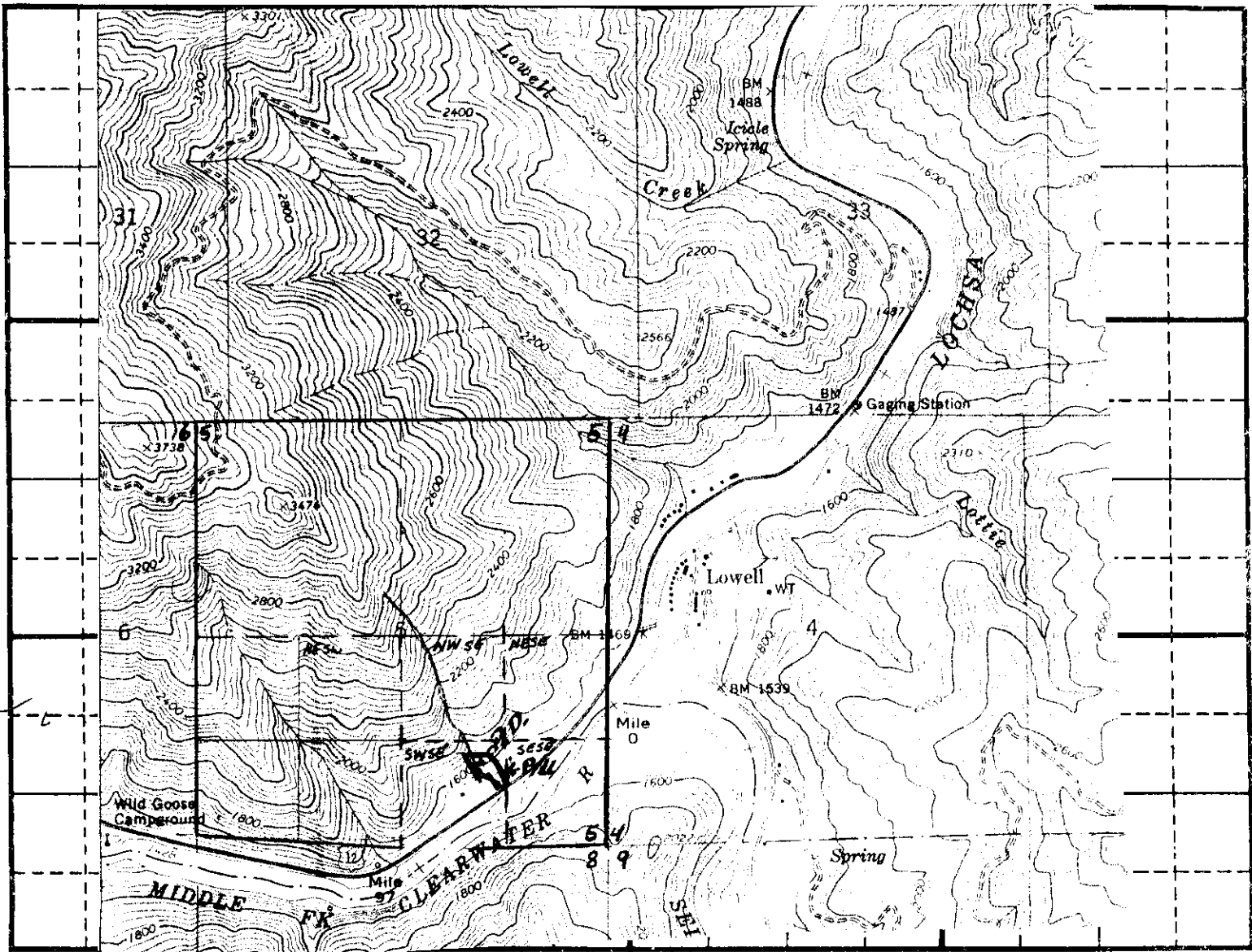
No. of acres 5.5

B) If water is used for other than irrigation, fully describe that use, being as specific as possible: Used as back-up source for one home

NOTE: Include here the type and number of stock watered: _____
(7) you are claiming water as a member of an organization, list name of organization: _____

UNRECORDED

(8) Remarks _____



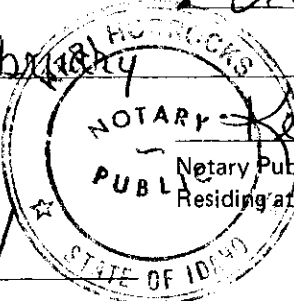
Scale: 2 inches equal 1 mile.

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)
County of NEZ PERCE) ss.

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 affiant's knowledge.

Sworn to before me this 16th day of February, 1982.
Frank Hawkins (Claimant)



My commission expires July, 1984 Residing at Lewiston ID 83501

MICROFILMED

FOR DEPARTMENT USE ONLY

Received by Mr. [Signature] Date 2/3/82 Exception filed by: _____ Forwarded to _____ Date _____
Lim. check by PK Date 2/24/82 claimant by: _____
Published in NO Fee Required - JK _____
ates Idaho City Free Press _____
3/3/82 3/11/82

AFFIDAVIT OF PUBLICATION

Nona C. Donaldson being first duly sworn, says he is the Office Manager of the IDAHO COUNTY FREE PRESS, a weekly newspaper which is published and issued weekly at Grangeville, Idaho County, State of Idaho, and which is of general circulation in said county and state; that the said notice, of which the one hereto attached is a true copy, was published in said paper for two weeks, being published two times, the first publication being on the 3 day of March, 19 82 and the last publication on the 10 day of March, 1982; and that the said notice was published in the newspaper proper and not a supplement; that said newspaper has been continuously and uninterruptedly published in said county during a period of more than seventy-eight consecutive weeks prior to the first publication of said notice or advertisement.

Nona C. Donaldson

Subscribed and sworn to before me this 10 day of March, 19 82

[Signature], Notary Public
for State of Idaho, residing at Grangeville, Idaho.

RECEIVED
MAR 15 1982
Department of Water Resources
Northern District Office

MICROFILMED



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

March 14, 1997

DONALD E MOORE
JACQUELINE E MOORE
HC 75 BOX 100
KOOSKIA IDAHO 83539

RE: WATER RIGHT NO. 81-04037

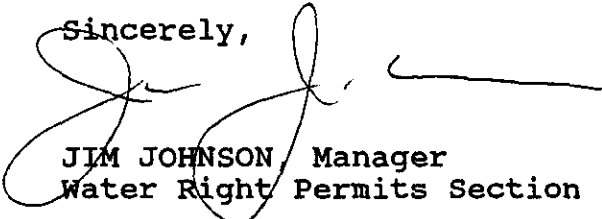
Dear Water Right Holder(s):

We acknowledge receipt of the correspondence changing ownership of the above referenced water right to you. We have modified our computer records to reflect this change in ownership. We have also enclosed a report regarding this water right.

Just a reminder, because of the new law that went into effect July 1, 1996, water right owners are required to report any change of address or ownership to the department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee.

If you have any questions regarding this matter, please feel free to contact us.

Sincerely,


JIM JOHNSON, Manager
Water Right Permits Section

JJ:vrr

Enclosure

MICROFILMED

MAR 26 1997

State of Idaho
Department of Water Resources

CLAIM ANALYSIS SHEET

INITIAL REVIEW BY: JK

Right Number 81-4037 Applicant Hawkins

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.

Amended Claim sent to claimant - 2-11-82-JK

FINAL REGIONAL PROCESSING REVIEW:

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

By pm Date 3/15/82

STATE OFFICE PROCESSING:

- ☒ Claim review complete.

By kw Date 4/6/82

3239 OF 82

MICROFILMED

RECEIVED
APR 05 1982

Department of Water Resources

POINT OF DIVERSION AND STREAM INDEX INFORMATION

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH
~~NE SW~~ 05	32N	07E	--	--	--	000.2
SWSE						

IDAHO STREAM CODE INDEX

2720.0480.0340.0283. -----

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH
-----	-----	-----	-----	-----	-----	-----

IDAHO STREAM CODE INDEX

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH
-----	-----	-----	-----	-----	-----	-----

IDAHO STREAM CODE INDEX

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH
-----	-----	-----	-----	-----	-----	-----

IDAHO STREAM CODE INDEX

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH
-----	-----	-----	-----	-----	-----	-----

IDAHO STREAM CODE INDEX

MICROFILMED

State of Idaho
Department of Water Resources

CLAIM ANALYSIS SHEET

INITIAL REVIEW BY: JB

Right Number 81-4037 Applicant Hawkins

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 _____ Date _____

STATE OFFICE PROCESSING:

- ☐ Claim review complete.

By _____ Date _____

MICROFILMED

POINT OF DIVERSION AND STREAM INDEX INFORMATION

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH
SWSE	05	32N	07E			

IDAHO STREAM CODE INDEX

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH

IDAHO STREAM CODE INDEX

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH

IDAHO STREAM CODE INDEX

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH

IDAHO STREAM CODE INDEX

TRACT	SEC	TWP	RGE	gov't lot	rediv. (R)	REACH

IDAHO STREAM CODE INDEX

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

MARCH 22, 1982

FRANK HAWKINS
EILEEN HAWKINS
1208 8TH ST.
LEWISTON

ID 83501

RE: Claim No. 81-4037

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 filing 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

MICROFILMED

T.K.

Everything looks O.K.

Thanks for all the
help

J. H.

RECEIVED

FEB 23 1982

Department of Water Resources
Norfolk District Office



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NORTHERN REGION

John V. Evans
Governor
A. Kenneth Dunn
~~EX-101~~ ~~Stephen A. Dunn~~
Director

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

February 11, 1982

Mr. Frank Hawkins
1208 8th St.
Lewiston, Id. 83501

Dear Mr. Hawkins:

During the standard review of your Claim to a Water Right, I found a discrepancy in the point of diversion (P/D) and place of use (P/U).

You indicated in Items 5.a. and 6.a. that the P/D and P/U were located within the NESW of Section 5. Both maps you provided indicate the P/D and P/U are within the SWSE of Section 5.

By comparing the maps you provided with the Department's maps, I have come to the conclusion that the P/D and P/U are located within the SWSE of Section 5. I have taken the liberty of preparing an Amended Claim to a Water Right and have enclosed it with this letter. Please check it over carefully to insure accuracy (paying special heed to Items 5.a. and 6.a.), have it notarized and return it to this office. There is no additional fee for an Amended Claim.

If for any reason you feel the claim is inaccurate, or if you have any questions about the claim, or other water-related matters, please feel free to contact me at this office.

Sincerely,

TOM D. KING
Senior Water Resource Agent

TDK/pms

Enc. - Amended Claim

MICROFILMED

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Telephone No. 743-5855

(1) Date of priority: (When was the water first applied to a beneficial use) June 1930

(2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)

Unnamed Stream (commonly known as Newland Creek) tributary to Middle Fk. Clearwater

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

		(Both dates inclusive)	
(cfs, af)	(Domestic, Irrigation, Stock, Etc.)	(Mo., Day)	(Mo., Day)
Quantity <u>0.04</u>	Use <u>Domestic</u>	Period of Use From <u>1-1</u>	To <u>12-31</u>
Quantity <u>0.04</u>	Use <u>Irrigation</u>	Period of Use From <u>4-15</u>	To <u>11-15</u>
Quantity _____	Use _____	Period of Use From _____	To _____
Quantity _____	Use _____	Period of Use From _____	To _____
Quantity _____	Use _____	Period of Use From _____	To _____

(4) 0.08 TOTAL QUANTITY USED.
(cfs. af)

(5) A) Point of diversion: (Location of point where water is diverted from its source)

SW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 5 Twp. 32N Rge. 7E B.M., County of Idaho

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. Describe any changes in the system and give the date of the change. *500' of 1 1/2" pipe*

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

[illegible]No. of acres 5.5

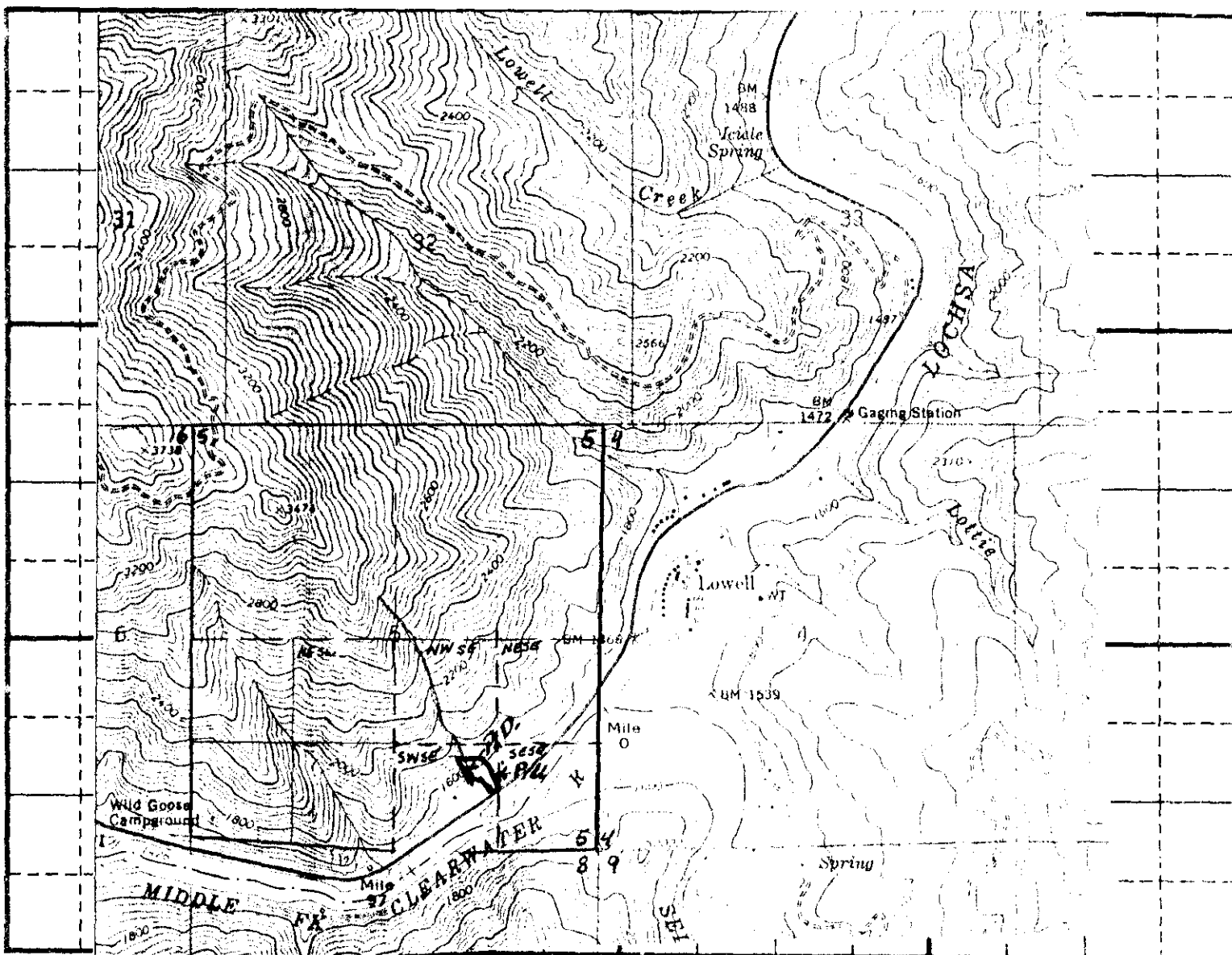
B) If water is used for other than irrigation, fully describe that use, being as specific as possible: Used as back-up source for one home

NOTE: Include here the type and number of stock watered:

If you are claiming water as a member of an organization, list name of organization:

MICROFILMED

(8) Remarks _____



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)
County of _____) ss.

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 affiant's knowledge.

Y _____
(Claimant)

Sworn to before me this _____ day of _____, 19 _____

Notary Public
Residing at _____

My commission expires _____

FOR DEPARTMENT USE ONLY

Received by _____ Date _____ Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by _____ Date _____ claimant by: _____
~~\$30.00 fee received by~~ **NO Fee Required - JK**
Published in _____
Dates _____

MICROFILMED



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NORTHERN REGION

John V. Evans
Governor
A. Kenneth Dunn
~~Stephen Alfred~~
Director

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

February 1, 1982

Mr. Frank Hawkins
1208 8th St.
Lewiston, Id. 83501

Dear Mr. Hawkins:

We are returning your Check No. 92-31 in the amount of \$20.00
and your Claim to a Water Right for completion and a \$30.00 filing
fee.

Please complete in ink Item Nos. 5.a., 6.a. and 6.b. (In Item
No. 6.b., please indicate the number of homes serviced.)

I am enclosing a set of instructions to aid you in completing the
claim.

If you have any questions, please contact me at this office.

Sincerely,

TOM D. KING
Senior Water Resource Agent

TDK/pms

Enc. - Check
Claim
Instructions

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT



Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that Frank and Eileen Hawkins
(Name of Claimant)
1208 8th St Lewiston Idaho 83501 Telephone No. 743-5855
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

- (1) Date of priority: (When was the water first applied to a beneficial use) June 1930

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 is that a claim may be filed on single family domestic use from a ground water source.

- (2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)

- (3) Newland Creek tributary to Middle Fork of Clearwater
Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

		(Both dates inclusive)			
(cfs, gpd, AFA)		(Domestic, Irrigation, Stock, Etc.)	(Mo., Day)		(Mo., Day)
Quantity	<u>.04</u>	Use <u>Domestic</u>	Period of Use From <u>1-1</u>	To	<u>12-31</u>
Quantity	<u>.04</u>	Use <u>Irrigation</u>	Period of Use From <u>4-15</u>	To	<u>11-15</u>
Quantity		Use	Period of Use From	To	
Quantity		Use	Period of Use From	To	
Quantity		Use	Period of Use From	To	

- (4) 08 TOTAL QUANTITY USED.
(cfs, gpd, AFA)

- (5) A) Point of diversion: (Location of point where water is diverted from its source)
NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 5 Twp. 32N Rge. 7E B.M., County of IDAHO
 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. Describe any changes in the system and give the date of the change. 500 ft 1 1/8 in Pipe

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

[illegible]

No. of acres _____

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

NOTE: Include here the type and number of stock watered:

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

MICROFILMED
(7)

(8) Remarks

A hand-drawn map on a grid background. The map shows a coastline with a bay labeled 'B' and a river labeled 'R'. A line is labeled 'SHELL' and 'SHELL'.

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 _____)

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 affiant's knowledge.

Frank H. McKinnis
(Claimant)

Sworn to before me this _____ day of _____, 19____.

Notary Public
Residing at _____

My commission expires 12-1-81 or 11-30-81

FOR DEPARTMENT USE ONLY

Received by _____	Date _____	Exception filed by _____	Forwarded to _____	Date _____
Prelim. check by _____	Date _____		claimant by _____	
\$20.00 fee received by _____	Date _____			
Published in _____				
Dates _____				

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
CLAIM TO A WATER RIGHT



Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that Frank and Eileen Hawkins
(Name of Claimant)
1208 8th St Lewiston Idaho 83501 Telephone No. 743-5855
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

(1) Date of priority: (When was the water first applied to a beneficial use) June 1930

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 is that a claim may be filed on single family domestic use from a ground water source.

(2) Describe the source of water: (Name of stream, lake, spring, etc., or ground water)
Newland Creek tributary to Middle Fork of Clearwater

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

(cfs, gpd, AFA)	(Domestic, Irrigation, Stock, Etc.)	(Both dates inclusive)	
		(Mo., Day)	(Mo., Day)
Quantity <u>.04</u>	Use <u>Domestic</u>	Period of Use From <u>1-1</u> to	To <u>12-31</u>
Quantity <u>.04</u>	Use <u>Irrigation</u>	Period of Use From <u>4-15</u>	To <u>11-15</u>
Quantity _____	Use _____	Period of Use From _____	To _____
Quantity _____	Use _____	Period of Use From _____	To _____
Quantity _____	Use _____	Period of Use From _____	To _____

(4) .08 TOTAL QUANTITY USED.
(cfs, gpd, AFA)

→ (5) A) Point of diversion: (Location of point where water is diverted from its source)
NE 1/4 SW 1/4, Sec. 5 Twp. 32N Rge. 7E B.M., County of Idaho
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. Describe any changes in the system and give the date of the change. 500 ft 1 1/2 in Pipe

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

T	R	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
32N	7E	5									5 1/8								5 1/8

No. of acres _____

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

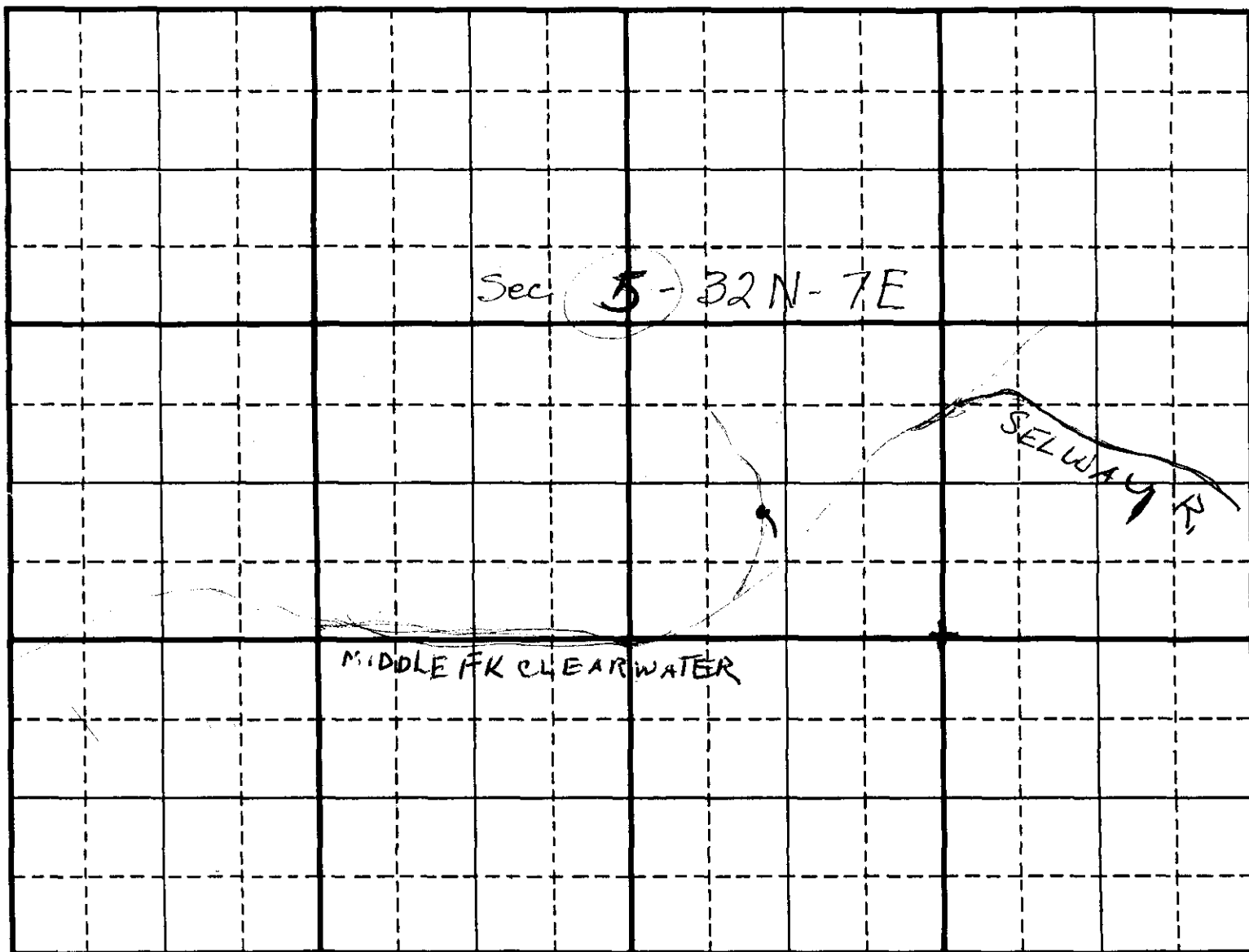
This water is used in a five room house when the water in a spring becomes low on the other side of the property

NOTE: Include here the type and number of stock watered: _____

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

MICROFILMED

(8) Remarks _____



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)
County of NOZ PERCE) ss.

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 affiant's knowledge.

Sworn to before me this 31th day of JANUARY, 19 82.

Frank Hawkins
(Claimant)

Deane M. Hines
Notary Public
Residing at Lewiston

My commission expires April 1, 1985

MICROFILMED

FOR DEPARTMENT USE ONLY

Received by pm Date 2/14/82 (fee paid)
Prelim. check by JK Date 2/10/82 (short fee) Exception filed by: _____
\$20.00 fee received by pm Date 2/10/82 (21116) Forwarded to claimant by: _____
Published in _____ Date _____
Dates _____

