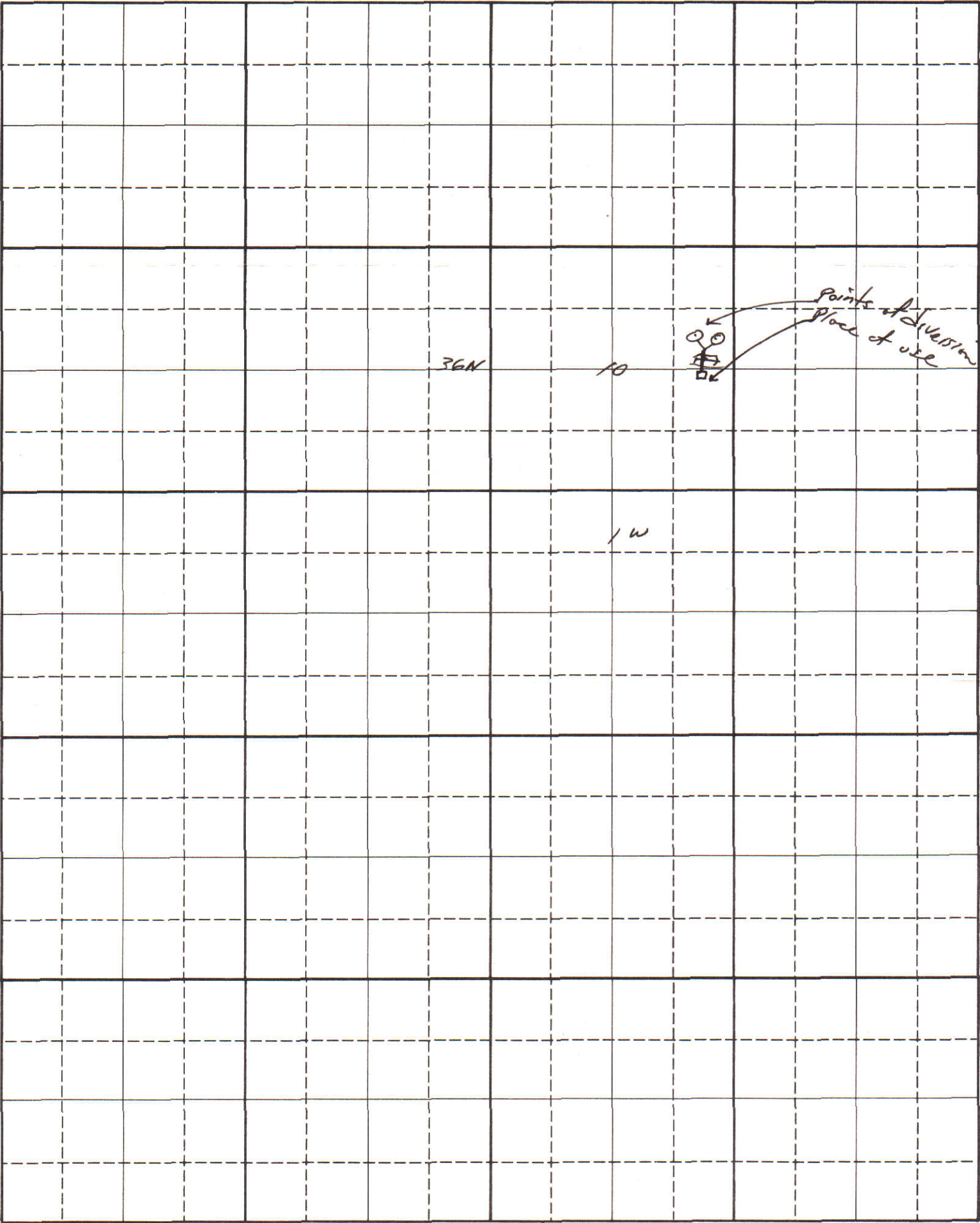


11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.

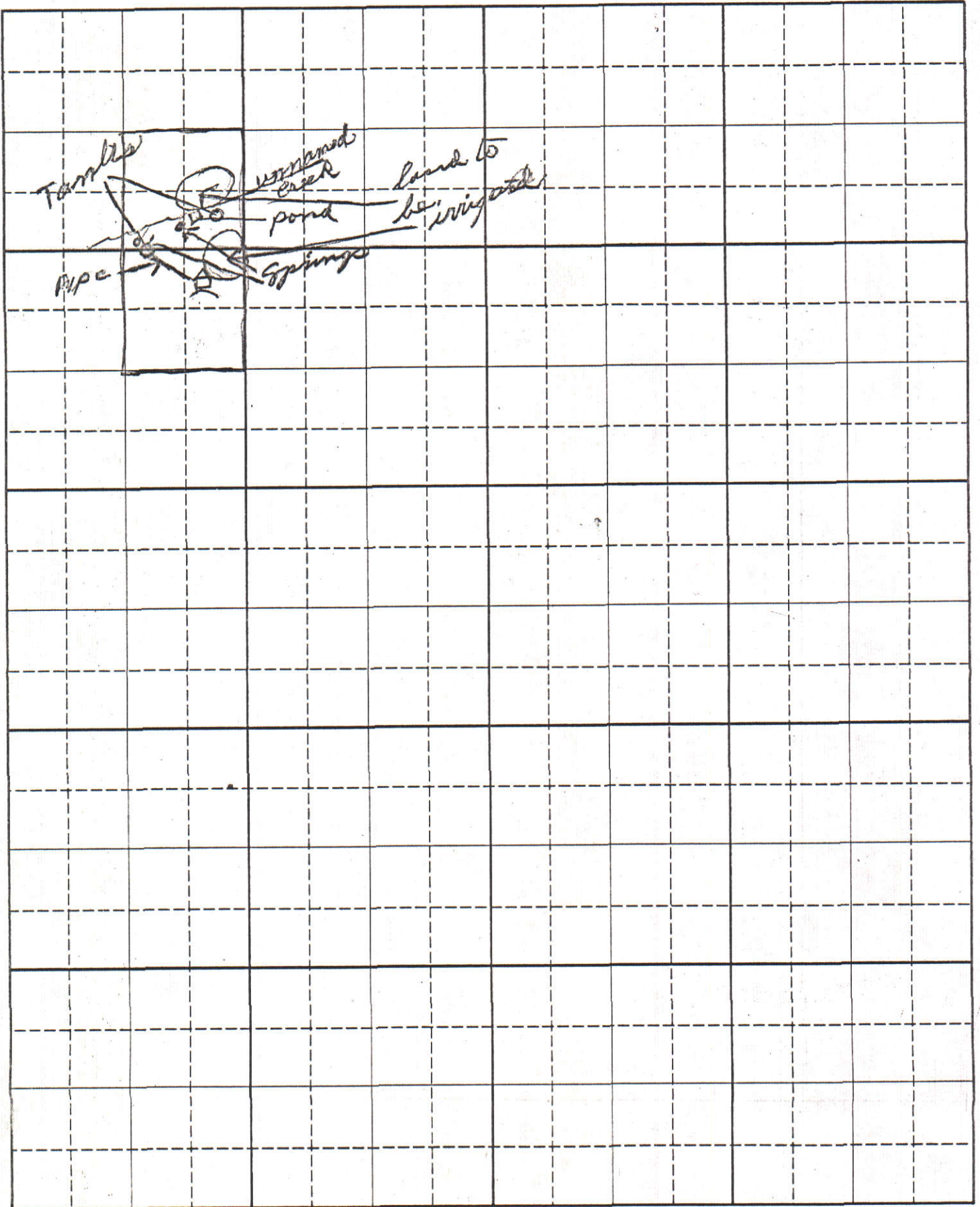


Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

x Ashe B. Head
(Applicant)

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Arthur B. Hood
(Applicant)

85 7060

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 85-7060 Priority June 22, 1973 Amount 0.04 cfs

THIS IS TO CERTIFY, that ARLEE B. HEAD
of Peck, Idaho, has complied with the terms and conditions of Permit
No. 85-7060 issued pursuant to Application for Permit dated June 22, 1973,
and has submitted proof to the Department of Water Resources on July 25, 1978,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 0.04 cfs of water from unnamed springs,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows.

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Domestic	from <u>January 1</u> to <u>December 31</u>	at <u>0.04</u> cfs and	<u>1.2</u> acre feet
	from _____ to _____	at _____ cfs and	_____
	from _____ to _____	at _____ cfs and	_____

(both dates inclusive)

Subject, however, to the condition that no more than 0.04 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
1.2 acre feet per year, said waters to be diverted within the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 10, Twp. 36N,
Rge. 1W, (2 points), B.M. in the County of Nez Perce

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
36N	1W	10													X				

Total number of acres irrigated _____

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho
Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use
herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 28 day of
September, 19 79.

Director

MICROFILMED

BEFORE THE DIRECTOR OF THE DEPARTMENT OF WATER RESOURCES
OF THE
STATE OF IDAHO

IN THE MATTER OF REINSTATING AND EXTENDING THE)
PROOF DUE DATE FOR PERMIT NO.'S 85-7059 and)
85-7060 in the name of ARLEE B. HEAD)

ORDER

WHEREAS, on June 22, 1973, Arlee B. Head applied to the Department of Water Resources (formerly the Department of Water Administration) for permits to appropriate (Permit No. 85-7059) 0.2 cubic feet per second of water from an unnamed stream, tributary to the Big Canyon Creek, within the SE¹/₄NE¹/₄, Sec. 10, Twp. 36N, Rge. 1W, B.M., Nez Perce County, to be used for irrigation purposes, and (Permit No. 85-7060) 0.04 cubic feet per second of water from unnamed springs, from two points within the SE¹/₄NE¹/₄, Sec. 10, Twp. 36N, Rge. 1W, B.M., Nez Perce County, to be used for domestic purposes; and,

WHEREAS, on July 27, 1973, the Department approved said applications and issued Permit No.'s 85-7059 and 85-7060 with the condition that proof of construction of works and application of water to beneficial use be submitted to the Department on or before August 1, 1974; and,

WHEREAS, on May 31, 1974, the Department notified the permit holder that proof of beneficial use was due on the permits and instructed the permit holder as to the steps to be taken to make said proof; and,

WHEREAS, on July 29, 1974, the Department's Northern District Office received a request for an extension of time for the permits; and,

WHEREAS, on August 7, 1974, the Department's Boise Office inadvertently lapsed Permit No.'s 85-7059 and 85-7060; and,

WHEREAS, it appears that under the circumstances the permit holder has been proceeding with reasonable diligence and has given good cause for delay;

IT IS, THEREFORE, HEREBY ORDERED that Permit No.'s 85-7059 and 85-7060 be REINSTATED without a loss of priority;

IT IS FURTHER ORDERED that the time within which to submit proof of beneficial use of water under Permit No.'s 85-7059 & 85-7060 be extended to August 1, 1978.

Dated this 20 day of August, 1974.


R. KEITH HIGGINSON
Director

DDR:JG

85-7060

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION

APPLICATION FOR EXTENSION OF TIME

State of Idaho)
County of Boise)

Permit No. 85-7059 85-7060

Arley B. Head of W. J. Head & B. Lick
(name) (address)

State of Idaho, being first duly sworn, upon his oath deposes and says:

That he is the holder, or the duly authorized agent of the holder *, of Permit to Appropriate the Public Waters of the State of Idaho No. 83-7059 & 85-7060

That under the terms and conditions of said permit, work thereunder was required to be completed on or before August 1, 19 74.

That he has heretofore performed the following work described under said permit:

Have nearly completed spring on 85-7059. The pond
still needs fence around it and needs Bent wire to seal
it. Spring on 85-7060 - Need to complete connections to
go to Spring on 85-7059. Need to build net around Costing \$ 1595.00

That he is unable to complete the remainder of the work within the required time for the following reasons, to-wit: Lack of finances and time to work on
it.

Wherefore, he asks that the Department of Water Administration extend the time for the completion of obligations under said permit to Dec 1, 19 74.

Arley B. Head
(signature) *

Subscribed and sworn before me this 8th day of August, 19 74.

seal

William A. Lahr
(notary public)

My commission expires 1978

ACTION OF THE DEPARTMENT OF WATER ADMINISTRATION

I, _____, Director of the Idaho Department of Water Administration,
State of Idaho, hereby _____

SEE ORDER DATED 8/20/74.

Witness my hand this _____ day of _____, 19 ____.

Director

* IF OTHER THAN HOLDER, Power of Attorney must be supplied. Forms are available through the Department of Water Administration, Statehouse - Annex 2, Boise, Idaho, 83707.

85-7060

Identification No. 85-7060

Application No. _____

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION
APPLICATION FOR PERMIT

APPROVED

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

- 1 Name of applicant Arlee B. Head
post office address Route #1, Box 11-B, Peck, Idaho
- 2 Source of water supply Unnamed Springs which is a tributary of _____
(2 points)
- 3 a Location of point of diversion is SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 10 Township 36N
Range 1W B.M. Nez Perce County; additional points of diversion if any: _____

- b If water is not consumed, it will be discharged into _____ at a point in _____ $\frac{1}{4}$
of _____ $\frac{1}{4}$ of Section _____ Township _____ Range _____ B.M. _____
- 4 Water will be used for the following purposes
Amount 0.04 for Domestic purpose from Jan. 1 to Dec. 31 (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
Amount _____ for _____ purpose from _____ to _____ (both dates inclusive)
(cfs or acre-feet per annum)
- 5 Total quantity to be appropriated
a 0.04 cubic feet per second and/or
b _____ acre feet per annum.
6. Proposed diverting works
a Description of ditches, flumes, pumps, headgates, etc. 700 gallon storage tank and pipeline
to place of use. _____

- b. Height of storage dam _____ feet, active reservoir capacity _____ acre feet; total reservoir
capacity _____ acre feet, materials used in storage dam: _____
Period of year during which storage will occur _____ to _____ inclusive.
(Mo Day) (Mo Day)
- c Proposed well diameter is _____ inches; proposed depth of well is _____ feet
- 7 a Time required for the completion of the works and application of the water to the proposed beneficial use
is 1 years
b Estimated construction cost is \$ 500.00
- 8 Description of proposed uses
a If water is **not** for irrigation :
(1) Give the place of use of water NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 10 Township 36N
Range 1W B.M. _____
(2) Amount of power to be generated _____ hp under _____ feet of head
(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be
supplied with domestic water one
(5) If water is to be used for other purposes describe _____

85 7060

85-7060

[illegible]

Total number of acres to be irrigated_____

c. Describe any other water rights used for the same purposes as described above _____

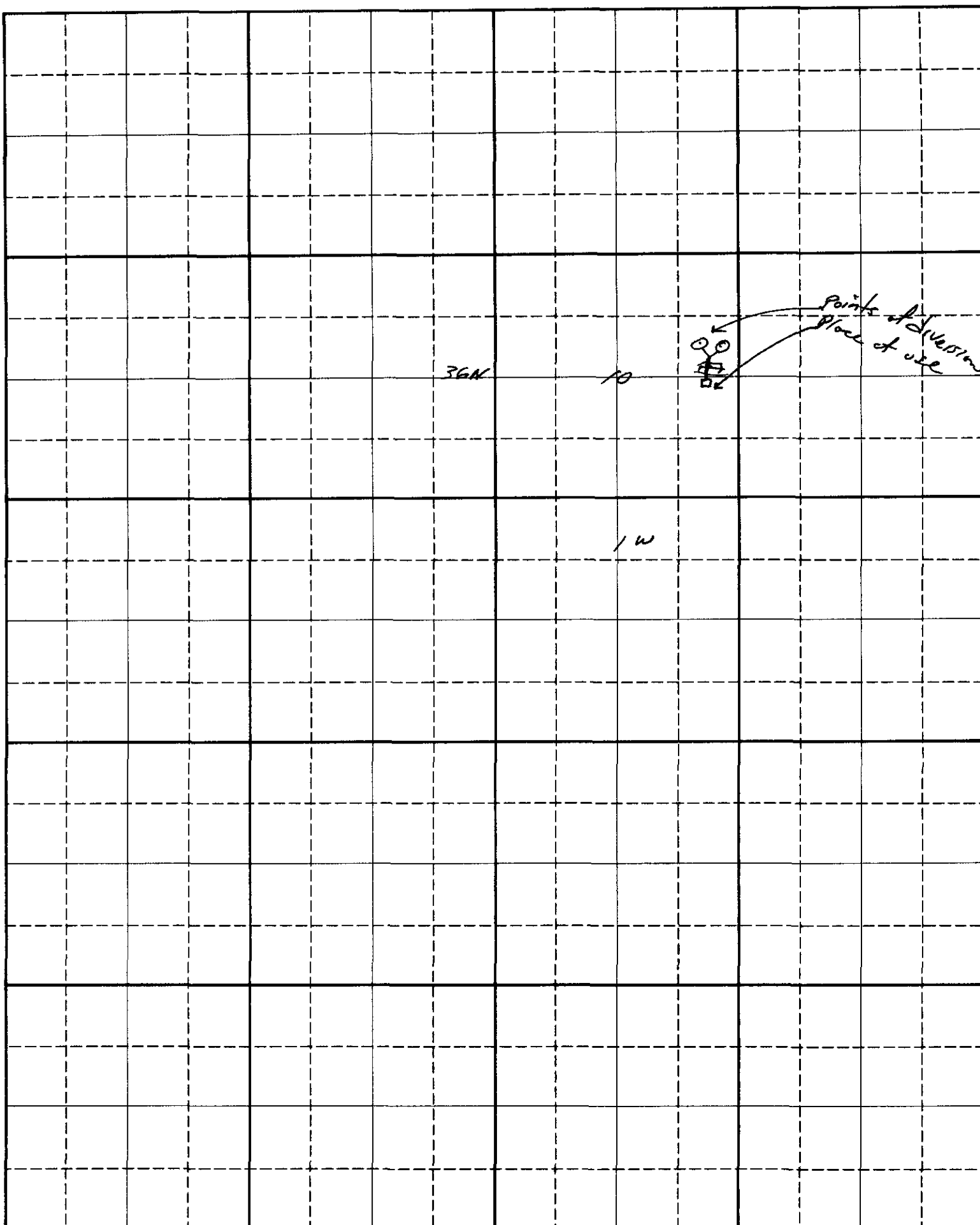
9 a Who owns the property at the point of diversion Applicant

b. Who owns the land to be irrigated or place of use Applicant

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing _____

10. Remarks _____

11 Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number



Scale. 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Arthur B. Head
(Applicant)

85 7060

Proposed Priority 6-22-1973

85 7060

Received by KE Date 6/22/73 Time 1:30 PM
Preliminary check by KK Fee \$ 10.00
Receipted by KK Date 6/25/73 # 10730
Publication prepared by cr Date 6-29-73
Published in Lewiston Morning Tribune
Publication dates 7-5 & 7-12-73
Publication approved cr Date 7-23-73
Priority ~~reduced to~~ 6-22-73 Reason _____

Protests filed by _____

Copies of protests forwarded by _____
Hearing held by _____ Date _____
Recommended for approval denial by dr DDF

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. 85-7060, and said application is hereby APPROVED.

1. Approval of said application is subject to the following limitations and conditions.

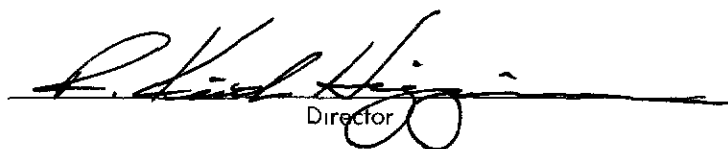
a. SUBJECT TO ALL PRIOR WATER RIGHTS.

b. Proof of construction of works and application of water to beneficial use shall be submitted on or before August 1, 19 74.

c. Other: _____

2. Denial of said application is for the following reasons. _____

Witness my hand this 27th day of July, 1973.


Director

Identification No. _____

Application No. _____

STATE OF IDAHO
DEPARTMENT OF RECLAMATION
APPLICATION FOR PERMIT

To Appropriate the Public Waters of the State of Idaho
(TYPE OR PRINT IN INK)

1. Name of applicant Arlee B. Head
post office address Route 1, Box 11-B, Peck, Idaho 83545
2. Source of water supply unnamed creek which is a tributary of Big Canyon Creek
3. a. Location of point of diversion is SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 10 Township 36
Range 1W B.M. Nez Perce County; additional points of diversion if any: 2 springs, also in SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10.
- b. If water is not consumed, it will be discharged into unnamed creek at a point in SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 10 Township 36 Range 1W B.M. _____
4. Water will be used for the following purposes:
Amount .0052 ^(cfs or acre-feet per annum) for domestic purpose from All Year to _____ (both dates inclusive)
Amount .01114 ^(cfs or acre-feet per annum) for irrigation purpose from 1 May to Oct. 15 (both dates inclusive)
Amount _____ ^(cfs or acre-feet per annum) for _____ purpose from _____ to _____ (both dates inclusive)
5. Total quantity to be appropriated:
a. .01634 cubic feet per second and/or
b. _____ acre feet per annum.
6. Proposed diverting works:
a. Description of ditches, flumes, pumps, headgates, etc. _____
700 gallon storage tank for domestic water
30' x 25' pond off side of creek, for irrigation water
- b. Height of storage dam 4 feet, active reservoir capacity .00552 acre feet; total reservoir capacity .00414 acre feet, materials used in storage dam Dirt and rock
Period of year during which storage will occur February 1 to October 15 inclusive.
(Mo. Day) (Mo. Day)
- c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
7. a. Time required for the completion of the works and application of the water to the proposed beneficial use is 1 years
b. Estimated construction cost is \$ 500.00
8. Description of proposed uses:
a. If water is not for irrigation:
(1) Give the place of use of water: SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 10 Township 36
Range 1 W B.M.
(2) Amount of power to be generated: _____ hp under _____ feet of head.
(3) List number of each kind of livestock to be watered _____

(4) Name of municipality to be served _____, or number of families to be supplied with domestic water 1.
(5) If water is to be used for other purposes describe: _____

b. If water is for irrigation, indicate acreage in each subdivision in the tabulation below:

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
36N	1W	10				10									10				20

Total number of acres to be irrigated 20

c. Describe any other water rights used for the same purposes _____

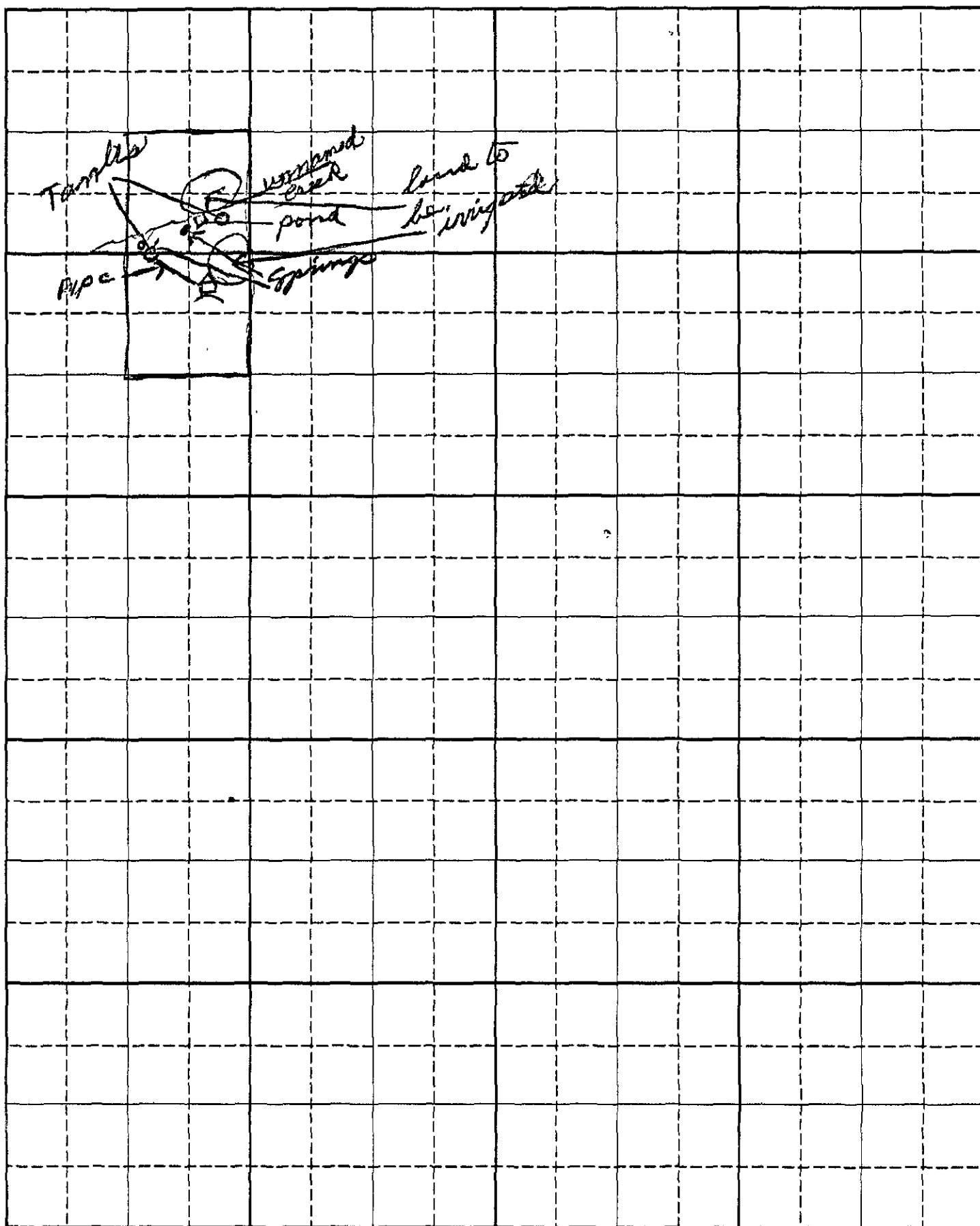
9. a. Who owns the property at the point of diversion Arlee B. Head

b. Who owns the land to be irrigated or place of use Arlee B. Head

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing _____

10. Remarks Dirt dam at South side of Creek for storage of water, with a gate regulating flow into same and two tanks; 700 gallon for domestic and a 1700 gallon for storage of both domestic and irrigation water

11. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Arthur B. Head
(Applicant)

95 7060

Received by HL Date 6-15-73 Time 1:00P
Preliminary check by _____ Fee \$ _____
Receipted by _____ Date _____
Publication prepared by _____ Date _____
Published in _____
Publication dates _____
Publication approved _____ Date _____
Priority reduced to _____ Reason _____

Protests filed by _____

Copies of protests forwarded by _____
Hearing held by _____ Date _____
Recommended for approval denial by _____

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER ADMINISTRATION

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. _____, and said application is hereby _____.

1. Approval of said application is subject to the following limitations and conditions:

- a. SUBJECT TO ALL PRIOR WATER RIGHTS.
- b. Proof of construction of works and application of water to beneficial use shall be submitted on or before _____, 19____.
- c. Other: _____

2. Denial of said application is for the following reasons: _____

Witness my hand this _____ day of _____ 19____.

Director

PUBLISHER'S AFFIDAVIT OF PUBLICATION

STATE OF IDAHO, }
County of Nez Perce } ss.

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that

Arlee B Head, Route No. 1, Box 11-B, Peck, Idaho has on June 22, 1973 submitted Application No. 185-7060 for a permit to appropriate 0.04 cubic feet per second of water from Unnamed Springs by means of storage tank and pipeline within the SE $\frac{1}{4}$ NE $\frac{1}{4}$ (2 points), Sec. 10, T. 36N, R. 1W, B.M., Nez Perce County to be used from Jan 1 to Dec 31 for domestic purposes within the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 10, T. 36N, R. 1W, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Administration, 401 Front Ave., Coeur d'Alene, Idaho, 83814 on or before July 23, 1973

R KEITH HIGGINSON
Director

D.N. Sinclair, being duly sworn deposes and says, I am the Office Manager of the Tribune Publishing Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho, publishers of the LEWISTON MORNING TRIBUNE, a newspaper of general circulation published at Lewiston, Nez Perce County, Idaho; That the said Lewiston Morning Tribune is an established paper and has been published regularly and issued regularly at least once a day for more than 20 consecutive years immediately preceding the first publication of this notice, and has been so published uninterruptedly for said period; that the Notice of Application attached hereto and which is made a part of this affidavit was published in the said Lewiston Morning Tribune, once a week for two consecutive weeks, the first publication thereof being on the 5th day of July, A.D. 1973, and the last publication thereof being on the 12th day of July, A.D. 1973, and said Notice of Application was so published in the regular and entire issue of the said newspaper and not in a supplement thereof and was so published in every issue and number of the said paper, during the period and times of publication as set forth above

D.N. Sinclair
SUBSCRIBED AND SWORN TO BEFORE ME THIS THE
12th day of July, 1973

Norman W. Riel 8-23-76
Notary Public in and for the State of Idaho,
residing at Lewiston therein



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS
Governor

A. KENNETH DUNN
Director

Mailing address.
Statehouse
Boise, Idaho 83720
(208) 334-4440

May 16, 1984

RE: License 85-7060 and Permit 85-7059

David E. & Donna M. Elkins
Box 845
Orofino, ID 83544

Dear Mr. and Mrs. Elkins:

We acknowledge receipt of the copies of your Warranty Deed and Escrow Contract that you sent to our office. In reading through the Escrow Contract I find that you are now the holders of the above referenced water rights. Thank you for your assistance in this matter. I have changed our computer records to show you as the present owners of License 85-7060 and Permit 85-7059. Since I have already sent you a copy of right 85-7060, I have not enclosed one with this letter.

As I stated in my letter of March 12, 1984, we are attempting to license Permit No. 85-7059, but the right must be amended to show the actual use of water as our field examiner found it. We are enclosing a partially completed amendment form for your use in this matter. I am also enclosing a copy of Permit No. 85-7059 in its original form for your information.

When our examiner looked at the system identified under this permit, he found the following:

Amount of water that can be recognized as beneficially used
under Idaho law: 0.02 cfs Source: unnamed stream trib to Big
Canyon Creek

The maximum quantity diverted shall not exceed 0.4 acre feet
per year.

Point of diversion: SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 10, Twp 36N, Rge 1W, Nez Perce Co.

Beneficial Use: Stockwater within SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 10,
Twp 36N, Rge 1W

Priority date established: June 22, 1973

David E. & Donna Elkins
May 16, 1984
Page 2

Please sign the amendment application and return it to this office along with a \$20.00 filing fee within 30 days in order that we might issue your license as set forth above. If you do not concur with the above findings or have any questions, please contact us within the 30-day period.

Sincerely,

KAY WALKER
Technical Records Specialist

KW:sc

Enclosure

RECEIVED
MAY 19 1924

CC

WARRANTY DEED

Department of Water Resources

ARLEE B. HEAD and WANDA E. HEAD, formerly husband and wife, of Route 1, Box 11-B, Peck, Idaho, County of Nez Perce, State of Idaho, hereinafter called the Grantors, for and in consideration of Ten Dollars (\$10.00) does hereby GRANT, CONVEY and WARRANT to DAVID E. ELKINS and DONNA M. ELKINS, husband and wife, of P.O. Box 845, Orofino, County of Clearwater, State of Idaho, hereinafter called the Grantees, the following described real property situate in Nez Perce County, State of Idaho, to-wit:

Township 36 North, Range 1 W.B.M, Section 10.
The Southeast Quarter of the Northeast Quarter,
EXCEPTING a tract beginning at the Southwest corner of Lot 3 of the Townsite of Peck, Idaho, thence South 97 feet; thence West 75 feet to the road, thence Northeasterly along said road to a point 10 feet North of the Place of Beginning; thence South to THE PLACE OF BEGINNING;
All that portion of the Northeast Quarter of the Southeast Quarter lying North of Angel Ridge Road (also known as Allen Grade).

AND

The Northeast Quarter of the Northeast Quarter of Section 10, Township 36 North, Range 1 West of the Boise Meridian excepting therefrom the following: Beginning at the Northeast corner of the Northeast Quarter of the Northeast Quarter; thence West along the North line of Section 10 a distance of 660 feet; thence Southeasterly to the Southeast corner of the Northeast Quarter of the Northeast Quarter of Section 10; thence North 1320 feet to the Northeast corner of Section 10 and the Point of Beginning.

SUBJECT TO:
That certain Real Estate Mortgage from Arlee B. Head and Wanda E. Head to the Government recorded as Instrument #415742, on the records of Nez Perce County, Idaho, which said mortgage shall continue in full force and effect.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantees and to the Grantees' heirs and assigns forever. And the Grantors do hereby covenant to and with the Grantees, that they are free from all encumbrances, except as above described;

and that Grantors will warranty and forever defend the title thereto against all lawful claims and demands whatsoever.

DATED this 28th day of June, 1983.

Arlee B. Head

Wanda E. Head

STATE OF IDAHO)
) ss.
County of Clearwater)

On this _____ day of June, 1983, before me, the undersigned Notary Public, personally appeared ARLEE B. HEAD and WANDA E. HEAD, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
In and for the State of Idaho,
Residing at Orofino, therein.

Donna

Copy

ESCROW CONTRACT

THIS INDENTURE, made and entered into this 8th day of December, 1981, by and between ARLEE B. HEAD and WANDA L. HEAD, husband and wife, Route 1, Box 11-B, Peck, Idaho 83654, parties of the first part, hereinafter referred to as "Sellers", and DAVID E. ELKINS and DONNA M. ELKINS, husband and wife, the parties of the second part, hereinafter referred to as "Buyers";

WITNESSETH AS FOLLOWS:

The Sellers for and in consideration of the covenants hereinafter contained on the part of the Buyers, do hereby sell and agree to convey unto the Buyers, by Warranty Deed in the usual form upon the prompt and full performance by the Buyers of the terms of this agreement, a good and clear title, free from all encumbrances, to the following described real property, situate and being in the County of Nez Perce, State of Idaho, to-wit:

See attached EXHIBIT "A"

together with all singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.

The terms and conditions of the sale are as follows:

PURCHASE PRICE

The purchase price of the said property is Eighty Five Thousand Dollars (\$85,000.00), payable as follows.

The sum of Five Hundred Dollars (\$500.00), is hereby paid as consideration for the execution of an earnest money agreement heretofore entered into between Sellers and Buyers.

The sum of Nine Thousand Five hundred Dollars (\$9,500.00) is paid on the date of execution hereof, the receipt whereof is hereby acknowledged by Sellers as having been paid.

The approximate sum of Thirty Seven Thousand Dollars (\$37,000.00)

(\$37,000.00) by the assumption and payment by Buyers of an existing Mortgage, previously executed by Sellers, in favor of Farmers Home Administration. This Mortgage is payable in annual installments of Two Thousand Four Hundred Dollars (\$2,400.00), which installments include interest accruing on the unpaid principal balance at the rate of Five and One-half Percent (5½%) per annum.

The balance of the purchase price, in the approximate sum of Thirty Eight Thousand Dollars (\$38,000.00) shall be paid by Buyers' conveyance to Sellers of Buyers' equity in certain real property situate and being in the County of Clearwater, State of Idaho, to-wit:

A portion of Lot 1, Section 4, Township 36 North, Range 1 E.B.M., described as:

Beginning at a point 125 feet south of the southeast corner of Block 12, Bowler Subdivision, according to the recorded plat thereof; thence

South to the south line of said Lot 1; thence
West to a point 276 feet, 4 inches east of the southwest corner of said Lot 1; thence
North to a point due west of the point of beginning; thence
East to the point of beginning.

It is understood and agreed that Sellers will assume and pay the existing encumbrance on the hereinabove described real property, which encumbrance is in favor of United First Mortgage Corporation, and currently carries an existing outstanding balance in the amount of Fourteen Thousand Four Hundred Seventeen and 44/100 Dollars (\$14,417.44). This Mortgage is payable in monthly installments of One Hundred Seventy One and 44/100 Dollars (\$171.44), which payments are subject to changes reflecting increases in real property taxes or insurance. All of the foregoing monthly installments include interest accruing on the unpaid principal balance at the rate of Seven and One-half Percent (7½%) per annum, and include a reserve account providing for payment of taxes and insurance. The amount of each monthly payment at initial closing

principal and interest due on the foregoing encumbrance is One Hundred Twenty Two and 50/100 Dollars (\$122.50) of each monthly payment.

II

EXISTING MORTGAGE

The parties hereby acknowledge and agree that the premises being conveyed herein to Buyers are being sold subject to the terms of that certain Mortgage dated June 16, 1978, executed by Sellers herein in favor of Farmers Home Administration.

The hereinabove described Mortgage carries an approximate current principal balance in the amount of Thirty Seven Thousand Dollars (\$37,000.00), payable in annual installments of Two Thousand Four Hundred Dollars (\$2,400.00) per year, including interest accruing on the unpaid principal balance at the rate of Five and One-half Percent (5½%) per annum. Said annual installments shall begin on the 1st day of December, 1981, and continue on the 1st day of December of each and every year thereafter, until fully paid and satisfied. The escrow holder herein designated is expressly directed to apply the entire annual payment due hereunder, in the amount of Two Thousand Four Hundred Dollars (\$2,400.00), toward satisfaction of the Mortgage specified above. Upon payment in full of the hereinabove described Mortgage, it is understood and agreed that Buyers' financial obligations hereunder will have terminated and the escrow holder may then deliver to Buyers the Warranty Deed which is deposited in conjunction with this agreement.

III

EXISTING RENTAL AGREEMENT

The parties understand and agree that the premises being conveyed to Sellers by Buyers as specifically set forth above are currently rented at a rate of Three Hundred Twenty Dollars per month.

per month. The escrow holder hereinafter named is hereby directed to apply the sum of One Hundred Seventy One and 44/100 Dollars (\$171.44) of each monthly rental payment toward reduction of the encumbrance in favor of United First Mortgage Corporation more specifically set forth above. In addition thereto the escrow holder is directed to pay monthly water and sewer assessments out of each rental payment, and direct the balance to WANDA E. HEAD until the premises are sold. At the time of sale, the proceeds derived therefrom shall be divided evenly between ARLEN B. HEAD and WANDA E. HEAD. It is agreed that WANDA E. HEAD shall receive the sum of Ten Thousand Dollars (\$10,000.00) in rental payments or proceeds of sale, whichever first occurs. Accordingly, if at the time of sale WANDA E. HEAD has not received the sum of Ten Thousand Dollars (\$10,000.00) in rental payments, the balance shall be paid to her from the proceeds derived from sale of said premises.

IV

ESCROW HOLDER

The Sellers hereby designate, as escrow holder, HAZEL ESCROW, P.O. Box 844, Orofino, Idaho 83544.

Sellers have, of even date herewith, executed a Warranty Deed in the usual form conveying the premises to the Buyers. The Deed and also an executed copy of this agreement, shall be deposited with the escrow holder, to be held by the escrow holder until the terms of this agreement shall have been fully complied with.

Aside from the faithful accounting of the funds deposited with the escrow holder, no responsibility shall be assumed by the escrow holder. All fees and charges of the escrow holder shall be paid by the Buyers and Sellers equally.

Buyers acknowledge having executed, of even date herewith, a QUITCLAIM DEED to the property specified above, and the same is in favor of Sellers and being deposited with the escrow holder as specified herein. Buyers agree, that in the event of a sale of the

ESCROW CONTRACT - A

fault under the provisions of this agreement, said QUITCLAIM DEED is to be given to Sellers by escrow holder, and may be recorded by Sellers to remove any cloud to Sellers' title caused by Buyers' interest herein. Upon payment of the purchase price and hereinafter, said escrow holder is instructed to deliver this QUITCLAIM DEED to Buyers, along with all remaining documents concerned herewith.

V

TITLE INSURANCE

The Sellers agree to procure and deliver to the Buyers a Policy of Title Insurance, in the face amount of the purchase price, insuring Buyers against loss or damage by reason of defect in title to the premises, or by reason of prior liens not assumed under this contract. The Title Insurance Policy shall not be delivered to the Buyers until Buyers have paid in full the existing first mortgage on the premises, in favor of Farmers Home Administration.

VI

TAXES

All taxes and assessments levied and assessed on the premises concerned herein for the years prior to 1981 shall be paid by the Sellers. All taxes and assessments now or hereinafter levied or assessed upon the said premises for the year 1981 shall be paid by Sellers. All taxes and assessments levied and assessed on the premises for the years subsequent to the year 1981, shall be paid by the Buyers before the same shall become delinquent.

VII

POSSESSION

The Buyers shall be entitled to possession of the premises on 1/1/1981.

VIII

EXAMINATION OF PROPERTY

Buyers acknowledge that Buyers have made an independent examination of the property.

amination and inspection of the property hereinabove described, and all improvements thereon and are fully aware of the condition of the same and are not relying upon any representation made by Sellers, or Sellers' Agent, as to the condition of the property.

IX

IMPROVEMENTS AND ADDITIONS

Buyers agree to promptly pay for any and all improvements or additions made on the premises or any new buildings erected thereon. In the event any lien or claim of lien is filed or attached, the Buyers agree promptly to pay and discharge the same, provided, however, Buyers shall have a reasonable time and opportunity to legally defend any such claim, lien, or action to remove a lien, and in the event Buyers fail to defend such action, Sellers may use the name of the Buyers, if necessary, in such defense.

The Buyers may make such alterations and improvements on the premises as they may desire; provided, however that Buyers shall permit no lien or encumbrances to attach against the premises and shall be solely and exclusively responsible for any damage or destruction to the premises or any part thereof. All alterations, improvements, and fixtures which may be placed upon said property by the Buyers shall be and remain a part of the realty and shall not be considered as personalty and, should the Buyers default hereunder, the same shall revert to and reinvest to the Sellers.

X

INSURANCE

Buyers shall keep any improvements and buildings on the premises herein conveyed insured for their reasonable estimated value with a company acceptable to Sellers, the premium thereon to be paid by the Buyers promptly when due, and possession of the policy, or a duplicate original thereof, shall be delivered to the Seller's holder. The Buyers shall cause the company issuing the policy

prepare and deliver an endorsement on the policy providing for payment thereon to the Sellers, in the event of loss, and in an amount equal to Sellers' interest in the subject real property.

XI

FAILURE BY BUYERS TO PAY TAXES OR INSURANCE

If the Buyers shall fail to pay the taxes, insurance premiums, or assessments, or shall fail to pay and discharge any lien when due, the Sellers may make such payments and may add the amount of the payment or payments together with any costs or attorney's fees necessarily incurred in connection therewith to the principal sum then due under this agreement.

XII

NONASSIGNABILITY OF CONTRACT

The Buyers shall not and will not transfer or assign this agreement, or any of their interest therein, without the previous written consent of the Sellers, and any such attempted assignment or transfer, without such written consent, shall render this contract null and void at the election of the Sellers, provided, however, that Sellers shall not arbitrarily or unreasonably withhold consent in the event Buyers request consent for an assignment to a financially responsible person.

XIII

DEFAULT

In the event Buyers shall fail to make any of the payments or any part thereof or shall fail to perform any of the covenants on their part made and entered into herein, time being of the ESSENCE OF THIS AGREEMENT, and shall remain in default thirty (30) days written notice by the Sellers to the Buyers to perform or correct such default; which notice shall specify the defaults complained of, the Sellers may exercise either of the following two options:

A. Repay the full amount of the unpaid balance of the

contract as immediately due and payable, and may require the Buyers to pay the whole of said sum within thirty (30) days from the expiration of said notice to perform; or

B. terminate this agreement, and in the event of such termination, all payments made by the Buyers shall be retained by the Sellers as rental and liquidated damages for the breach of this agreement by the buyers, it being understood and agreed as of the date of execution thereof that Sellers' actual damages in the event of Buyers' default would be difficult to ascertain. Upon Buyers' default, Sellers shall have the right to reenter and take possession of the premises with all buildings and improvements thereon. In the event of such default, termination and forfeiture, all papers on deposit with the escrow holder shall be returned to the Sellers, and after such default and return, the responsibility of the escrow holder for the custody of said shall cease.

XIV

COST OF NOTICE OF DEFAULT

In the event Sellers serve notice of default as herein provided, Buyers agree to pay the sum of Fifty Dollars (\$50.00) as and for the Sellers' reasonable costs of preparing and said notice of default. Said sum shall be paid with the sum required to cure said default, or concurrently, with the sum required to be taken, other than payment of the monthly payment then due, to cure said default, and the default shall be corrected or cured unless said sum is paid within the time necessary to correct said default or concurrently, with the sum required to be taken to cure said default. Said sum shall 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 only to Sellers.

WAIVER

Any waiver of any term of this agreement by Sellers shall not be continuing waiver of that term, nor shall it be construed to be a waiver of any other term of this agreement.

NOTICE

Any notice to be given under the terms of this agreement shall be deemed to have been given upon the deposit in the United States mail, addressed to the Buyers, with postage prepaid; the time period shall be deemed to have commenced upon the day of deposit; the receipt for mailing of this notice by certified or registered mail is sufficient proof of service of this notice. A copy of the notice shall be mailed by certified or registered mail to the escrow holder.

TIMBER AND WATER RIGHTS

It is expressly understood and agreed that Buyers shall not harvest timber for commercial production or use, during the term of this contract, without the express written consent of Sellers first had and obtained. It is further understood, however, that Buyers shall be permitted to use the timber existent on said premises for improvements to the dwelling house or outbuildings on the premises and for domestic firewood consumption. The timber can be milled for improvements; Buyers shall be permitted to relocate the old barn and excavate for a new barn.

Sellers herewith convey to Buyers any and all rights they may have to water emanating from a spring located on the upper most portion of the real property herein conveyed. Further, Sellers convey and transfer unto Buyers any and all interest they may have in water located in the lower spring and creek.

also situated on the premises. Sellers further convey any and all mineral rights they have on said real property.

XVIII

REPRESENTATION BY ATTORNEY

All parties hereto understand and acknowledge that the law offices of ROBERT E. KINNEY has prepared this escrow contract and other papers related thereto, and said law firm represents the Sellers in this transaction. The Buyers acknowledge that they have been advised by this office to seek other legal counsel to protect their interest in the event conflict arises between Buyers and Sellers.

The Buyers agree to reimburse Sellers for one-half of the costs involved in preparation of all legal documents.

XIX

ATTORNEY'S FEES

In the event any action is brought to enforce any of the terms of this agreement, the successful party shall be entitled to recover in addition to the costs and disbursements provided by law, a reasonable attorney's fee.

XX

BINDING ON HEIRS

The terms of this agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns to the parties hereto.

IN WITNESS WHEREOF, the parties have herunto set their hands the day and year first above written.

SELLERS:

Arlee B. Head
ARLEE B. HEAD

Wanda E. Head
WANDA E. HEAD

BUYERS:

David E. Elkins
DAVID E. ELKINS

Donna M. Elkins
DONNA M. ELKINS

STATE OF IDAHO)
County of Clearwater) ss.

On this ____ day of December, 1981, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared ARLEE B. HEAD and WANDA E. HEAD, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

Notary Public in and for the State
of Idaho, residing at Orofino,
therein.

STATE OF IDAHO)
County of Clearwater) ss.

On this ____ day of December, 1981, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared DAVID E. ELKINS and DONNA M. ELKINS, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

4-27-1984

FILE 85-7059
85-7060NAME OF PARTY Donna M. ElkinsEMPLOYEE Ray WalkerRE: proof of ownership

Mrs. Elkins called in regard
to my letter of 3/12/84.

She states that the water rights
are mentioned in their property
sale - she will send in a
copy of the deed.

allow until May 30, 1984
before taking any (further)
action.

WATER RIGHT NUMBER 85-7060

WATER RIGHTS EDIT REPORT

12/21/79

PAGE 97

ACT
ION

N OWNER LAST NAME - HEAD
N ADDRESS LINE 1 - RT. 1 BOX 11B
N

FIRST NAME - ARLEE B.

CITY - PECK

STATE - ID ZIP CODE - 83548

N SOURCE - SPRING
N STAGE - LICENSE
N TOTAL DIV. VOLUME - 1.20 AFA

PRIORITY - 06-22-1973 COUNTY - NEZ PERCE TOTAL DIV. RATE - .0400CFS

N DIVERSION POINT - SPNE 10 36N 01W
N FROM - 01-01 TO - 12-31 USE - DOMESTIC

USE DIV. RATE - .0400CFS USE DIV. VOLUME - 1.20 AFA

N USE - DOMESTIC PLACE OF USE - TWN 36N RNG 01W SEC 10 TRACT NESE
N REMARKS - 2 P/D SPNE, S10, 136N, R1W.

IDENT. NO. 85-7060

WATER RIGHT
DATA ENTRY LOG

[illegible]

- DATA ENTRY -

01a No.

New No.

1. Original Owner: John B. Miller

Present Owner: _____

4. A. Source of Water: *Handwritten: Lake*

5. A. Stage (A,P,L,D,S,J): L

B. Status (D,L,R,C,A,I,F - leave blank if valid):

C. Priority Date: 6-1-54

D. County: 1001

E. Total Diversion Rate: 7.4

F. Total Diversion Volume: 10.

G. Transfer/Amendment (P,T of A or blank):

H. Water District: —

I. DLE/Carey Act (D,C or blank):

J. Right Basis (for adjudication claims A,B,C only):

	<u>Tract</u>	<u>Sec.</u>	<u>Twp.</u>	<u>Rge.</u>	<u>Gov't</u> <u>Lot</u>	<u>Rediv.</u>
6. A. Point of Diversion	<u>S.E. 1/4</u>	<u>10</u>	<u>26th</u>	<u>1st</u>		

7. Period of Use, Use, Diversion Rate/Volume:

from 1-8 to 12-31 for 50 purposes. Amount .0412
(cfs or AC-FT/yr)

from to for purposes. Amount _____

from to for purposes. Amount _____

from to for purposes. Amount

from to for purposes. Amount _____

from to for purposes. Amount

from to for purposes. Amount

8. Use Code: D

[illegible]

9. A. Decree Name:

B. Decree Date:

10. Remarks: A. 2 VD SEAR SIG. T35, R14
B.
C.
D.
E.

11. Other Uses (Non-irrigation explanatory information):

12. Other Rights for Same Use:

13. A. Proof Due Date:

8. Date Permit Approved or Denied:

C. Protested Date:

D. Hearing Date:

E. Old Number: _____

F. Proof Made (P or blank):

G. Field Exam Made (P,R,F or blank):

H. Conditions of Approval: _____

14. Diversion Means (brief narrative):



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 373 W. Franklin Street, Boise, Idaho

JOHN V EVANS

Governor

C STEPHEN ALLRED

Director

Mailing address
Statehouse
Boise, Idaho 83720
(208) 384-2215

October 4, 1979

Arlee B. Head

Route 1 Box 11-B

Boise, Idaho 83745

Dear Mr. Head,

RE: Permit No. 85-7060

Enclosed is a copy of the Water Right License issued on the above referenced permit.

Sincerely,

JAN GROVER
JAN GROVER
Water Rights Supervisor

JG:lr

Enclosure

DEPARTMENT OF WATER RESOURCES

FIELD REPORT

FIELD REPORT

1. Name of permit holder Reese D. Trues
Post office address Rt 1, Box 118, Tick, Idaho Phone 208
Person to contact _____ Phone _____
2. Source of water supply Groundwater ☐ Surface water ☒ unnamed springs
(name spring, stream, etc.)
Tributary to _____

- 3 Water will be used for the following purposes

Amount 0.04 c.f.s. for domestic
 _____ AF/Annum (nature of use)

Period of Use from 1-1 to 12-31
(mo -day) inclusive (mo -day)

Amount _____ cfs for _____
 _____ AF/Annum (nature of use)

Period of Use. from _____ to _____
(mo.-day) inclusive (mo.-day)

Amount _____ cfs for _____
 _____ AF/Annum (nature of use)

Period of Use. from _____ to _____
(mo.-day) inclusive (mo.-day)

Other uses

- 4 Total amount to be appropriated.

Max Rate of Diversion 0.0 cubic feet per second and annual volume _____ AF/Annum

5. Location of Point(s) of Diversion

Township 36 N N/S, Range 16 E/W, B M, Section 10, Subdivision SE 1/4 NE 1/4, Nee PACE
County

Township _____ N/S, Range _____ E/W, B M, Section _____, Subdivision _____, _____
County _____

Township _____ N/S, Range _____ E/W, B M, Section _____, Subdivision _____ 1/4 _____ 1/4, _____ County

Other Points of Diversions: _____

Description of diverting works 2500 gallon storage tank & pipeline to place of use.

Measuring device required yes ☐ no ☒

- 6 Lands to be irrigated or place of use

[illegible]**TOTAL ACREAGE**

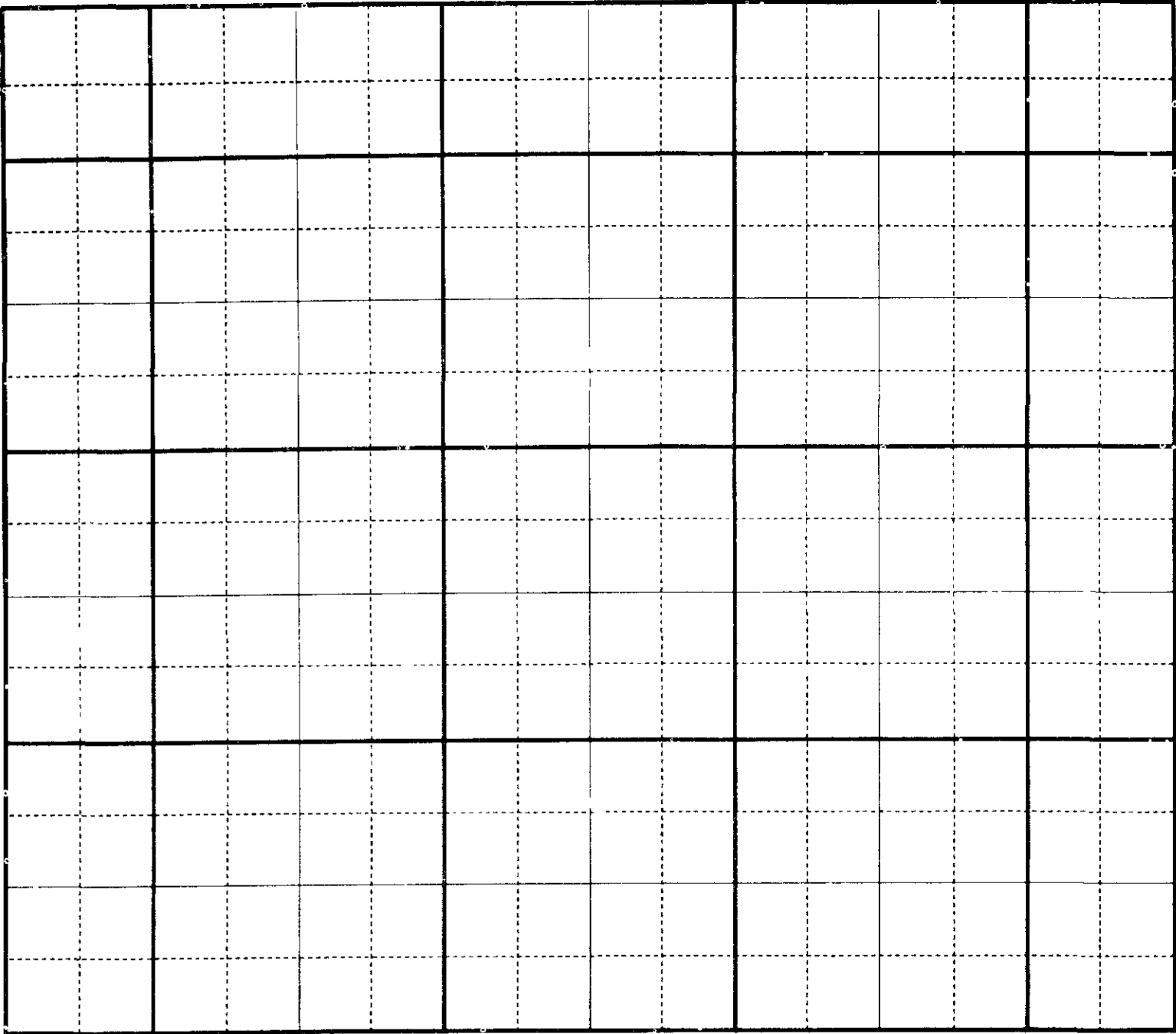


Diagram of System

DATE OF EXAM 8-10-79

ACREAGE

Found _____
Recommended _____

Irrigation Requirement _____ Ac Ft/Ac

USE

Irrigation Q=_____ c f.s.	V=_____	AF/Ann. from _____	to _____
Domestic Q= <u>0.04</u> c f.s.	V= <u>1.2</u>	AF/Ann from <u>1-1</u>	to <u>1231</u>
Livestock Q=_____ c.f.s.	V=_____	AF/Ann from _____	to _____

Is water co-mingled? yes _____ no _____

Name source _____
twp _____ N/S, Rge _____ E/W, B M, Sec _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Exchange? yes _____ no _____

Name source exchanged with _____
twp _____ N/S, Rge _____ E/W, B M, Sec _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Point of injection:
twp _____ N/S, Rge _____ E/W, B.M, Sec _____, Sub. _____ 1/4 _____ 1/4 _____
County _____

Point of exchange
twp _____ N/S, Rge _____ E/W, B.M, Sec _____, Sub _____ 1/4 _____ 1/4 _____
County _____

Total Q measured calc. Method of measurement _____

Total Q recommended 0.04 cfs Meter No _____ Type _____ Condition _____

Total V recommended 1.2 AF/ann

Recommended Amendments:

P.D. _____
Place of Use _____
Other _____
None X

MEASUREMENT CALCULATION:

One home @ 0.04 cfs & 1.2 AF/ann

SYSTEM DESCRIPTION:

1) Unwelded springs to 700 gal storage tank & pipe line to home

REMARKS:

Permit # 85-7059 in same area Remarks see 85-7059

Examiner's Signature Bob Haynes Date 8-10-79

Checked by Bob Haynes Date 8-31-79

Approved by _____ Date _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 373 W. Franklin Street, Boise, Idaho

JOHN V. EVANS

Governor

C. STEPHEN ALLRED

Director

Mailing address
Statehouse
Boise, Idaho 83720
(208) 384-2215

September 20, 1978

Archie B. Head
Route 1, Box 11-B
Pock, ID 83545

Dear Mr. Head:

Re: Permit No. 85-7052 & 85-7060

We acknowledge receipt of the affidavit submitted as proof of beneficial use for the above referenced permit.

Before a license can be issued, a field examination must be made by a representative of this Department. We cannot tell just when this examination will be made, but our examiner will try to contact you at the time he makes the examination so that you may show him the system.

If you have any questions regarding the field examination, please contact our regional office in Coeur d'Alene.

Sincerely,

RITA FLECK
Water Rights

Identification No. 85-7060

Permit No. _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

PROOF OF APPLICATION OF WATER TO BENEFICIAL USE

Department of Water Resources

1. a) Name of Permit Holder Arlee B. Head
b) Post Office Address Route # 1 Box 11-B, Peck, Idaho 83545
2. Permit Number 85-7060
3. Date of Priority that you are prepared to establish 6-22-1973
4. a) Source from which water was appropriated Unnamed springs
b) Location of the point of diversion: SE ^(2 points) 1/4 NE 1/4, Section 10
Township 36 N, Range 14 W Boise Meridian, Other points of diversion _____
5. a) The amount of water and use to which the water has been applied:
Amount 0.04 for Domestic purposes from Jan. to Dec 31 incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
Amount _____ for _____ purposes from _____ to _____ incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
Amount _____ for _____ purposes from _____ to _____ incl.
(cfs and/or acre-feet per annum) (Month-Day) (Month-Day)
b) Total amount appropriated 0.04 cfs and/or acre-feet per annum
c) Describe how and by whom measurement of rate of flow or amount of storage was made and the qualifications of the person making the measurement. By catching the water coming from the overflow pipe in the storage tank. Done by myself.
6. If the means of diversion and conveyance are owned by someone other than the Permit Holder.
a) Give the name or description of the canal, ditch or other works by which the water is conducted to the place of use

b) Describe the agreement or understanding by which you take water from the works:

7. a) Briefly describe the works for diverting and conveying the water to the place of use, (if from a subterranean source, give the pump size, motor size, size of well casing, depth of well; if from surface water, give brief description of diversion structure and/or canal or ditch) 2500 gallon storage tank and pipe-line to place of use.

b) Describe the type and size of measuring device which you have installed at your point of diversion:

c) Give well driller's name and address and the date the well was completed:

8. If for other than irrigation, describe the beneficial use to which you have applied the water and the place of use For domestic household use and watering livestock.

9/4/78

9. Irrigation uses: describe the lands irrigated by giving the acreages irrigated within each 40 acre subdivision. _____

T	R	SEC.	NE¼				NW¼				SW¼				SE¼				TOTAL
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

Total number of acres irrigated _____

10. Remarks: The construction cost was \$2000 rather than the \$500 listed on the permit because we constructed a larger holding tank.

The above information is a true statement of the extent to which the above numbered permit has been developed.

7-21-
(Date)

[Signature]
(Signature)

State of Idaho)
County of Clearwater) ss.

On this 21 day of July, 19 78, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he (she) (they) executed the same.

[Signature]
Notary Public residing at Superior, Id.

My commission expires 12-28-81



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 373 W. Franklin Street, Boise, Idaho

JOHN V. EVANS

Governor

C. STEPHEN ALLRED

Director

Mailing address

Statehouse

Boise, Idaho 83720

(208) 384-2215

11/2/78

CERTIFIED MAIL 39314

Re: Permit No. 85-700 & 85-7060

11/2/78
Box 11-B
Idaho 83720

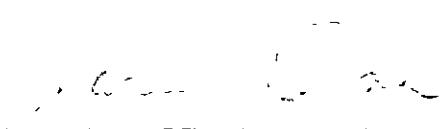
Dear Sir:

One of the conditions of approval of the above referenced water right permit was that evidence of the extent of development be submitted as proof of application of water to beneficial use to this office on or before

August 1, 1978. The enclosed affidavit form is the document you must complete and submit as the proof of application of water to beneficial use.

If you have not fully completed your project, and you have not previously received an extension of time, you may request an extension of time provided the delay is for reasonable cause as indicated in Section 42-204, Idaho Code, amended. If you have been prevented from proceeding by a governmental agency or by litigation, more than one extension of time can be granted.

Either the beneficial use affidavit or a request for an extension of time must be received by this Department on or before the above mentioned date, otherwise the permit will lapse and be of no further force or effect.


JANICE RENK
Water Rights

Encl: Proof affidavit

August 21, 1974

Re: Permit No.'s 85-7059 & 85-7060

Arlee B. Head
Route #1, Box 11-B
Peck, ID 83545

Dear Mr. Head:

Enclosed is an Order which reinstates and extends the proof due date in connection with the above referenced permits. Please note that the priority has not been advanced.

The time within which to submit proof of beneficial use for these permits has been advanced to August 1, 1978.

If you have any questions concerning this matter, please contact us.

Sincerely,

D. Darlene Reich
Water Rights Supervisor

DDR:JG
Enclosure

85-7060

Frank, Idaho

Box 11-B

August 26, 1974

Dear Sir:

I am writing in regards to permit no. 85-7057 and 85-7060. We now to have the work done on these projects by August 1, 1974, and it seems unlikely that we can have it all done. We would like to apply for an extension until Nov. 1. If you go we can have the work completed by that time.

Sincerely,

Wm. Dale Head

85-7060

July 30, 1974

Re: Permit No. 85-7059
" " 85-7060

Mrs. Arlee Head
Route 1, Box 11-B
Peck, ID 83545

Dear Mrs. Head:

Enclosed is an Extension of Time form as requested in your letter of July 26, 1974.
Please complete and return this form as soon as possible.

Feel free to contact us if we may be of any further assistance.

Very truly yours,

FRED EISENBARTH
Northern District Manager

FE:CP

Enclosure

85-7060



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

Cecil D. Andrus
Governor

R. Keith Higginson
Director

Statehouse
Boise, Idaho 83720
(208) 384-2215

August 7, 1974

Re: Permit No.'s 85-7059 & 85-7060

Arlee B. Head
Route #1, Box 11-B
Peck, Idaho 83545

Dear Mr. Head:

You are hereby notified that under the provisions of Section 42-218a of the Idaho Code, Permit No.'s 85-7059 & 85-7060 have lapsed.

You are further advised that the Department cannot reinstate these permits except upon a showing of reasonable cause within 60 days from the date of this notice of lapsing.


R. KEITH HIGGINSON by A. KENNETH DUNN
Director

WATER RESOURCE BOARD

John F. Streiff
Chairman

Franklin Jones

George L. Yost
Vice-Chairman

M. Reed Hansen

Donald R. Kramer
Secretary

Scott W. Reed

Edwin C. Schlender
Member

Joseph H. Nettleton

85-7060

STATE OF IDAHO

DEPARTMENT OF WATER ADMINISTRATION

Statehouse - Annex 2
Boise, Idaho 83707
(208) 384-2215



R. Keith Higginson
Director

Water Rights Administration
Water Resource Investigations
Dam and Reservoir Safety
Water Well Drilling
Flood Plain Management
Irrigation and
Flood Control Districts

May 31, 1974 CERTIFIED MAIL

#25454
Card filed
in 85-7059

Re: Permit No. 85-7059 & 85-7060

Arlee B. Head
Route #1, Box 11-B
Peck, Idaho 83545

Dear Mr. Head:

One of the conditions of approval of your water Permit No. 85-7059 & 85-7060 (see last page of your approved permit) was that evidence of the extent of development be submitted as proof of application of water to beneficial use to this office on or before August 1, 1974. Enclosed is an affidavit form which must be used to submit the required proof of beneficial use.

If you have not fully completed your project, and you have not previously received an extension of time, you may request an extension of time provided the delay is for reasonable cause as indicated in Section 12-204, Idaho Code, amended. If you have been prevented from proceeding by a governmental agency or by litigation, more than one extension of time can be granted.

Either the beneficial use affidavit or a request for an extension of time must be received by this Department on or before the above mentioned date, otherwise the permit will lapse and be of no further force or effect.

R. KEITH HIGGINSON
Director

Enc: Proof affidavit (2)

85-7060

DEPARTMENT OF WATER ADMINISTRATION
- STAFF ANALYSIS -

Item	Initial	Date	
(1)	<u>ce</u>	<u>6-29-73</u>	Application No. <u>85-7060</u>
(2)			☒ Source ☒ Point of Diversion ☒ County ☒ Quantity of Water and Period of Use ☒ Description of Diverting Works ☒ Time required for B/U of water ☒ Place of Use or Acres Irrigated ☒ Map ☒ Signature ☒ Fee
(3)	<u>KK</u>	<u>6/25/73</u>	In form to receipt
	<u> </u>	<u> </u>	Send Copies to: ☐ Idaho State Health Department ☐ Idaho Fish and Game Department ☐ Bureau of Land Management
(4)	<u> </u>	<u> </u>	☐ Request Special Use Permit from U.S.F.S. ☐ Request Easement from B.L.M. ☐ Request Information from Applicant
(5)	<u>KK</u>	<u>6/25/73</u>	In form for advertising
(6)	<u> </u>	<u> </u>	Located within Water District No. <u> </u>
(7)	<u> </u>	<u> </u>	Critical groundwater area: yes <u> </u> no <u> </u>
(8)	<u> </u>	<u> </u>	Groundwater levels: ☐ Decline (comment) <u> </u> ☐ Stable (comment) <u> </u> ☐ Increasing (comment) <u> </u>
(9)	<u> </u>	<u> </u>	Comments: <u>NONE</u>
(10)	<u>ce</u>	<u>7-23-73</u>	Affidavit of Publication received (date) <u>July 23, 1973</u>
(11)	<u>ce</u>	<u>7-23-73</u>	Final date for protests <u>July 23, 1973</u> Protests received: yes <u> </u> no <u> </u>
(12)	<u> </u>	<u> </u>	Date and Place of hearing <u> </u> Decision reached at hearing <u> </u>
(13)	<u>FE</u>	<u>7/23/73</u>	All requested information received from agencies or applicant yes ☒ no <u> </u>
(14)	<u>FE</u>	<u>7/23/73</u>	Action recommended: ☒ Approve Priority <u>6/22/73</u> ☐ Deny Reason for Reduction <u> </u> ☐ Measuring device required ☐ See attached sheet for additional conditions of approval ☒ No additional conditions for approval
(15)	District <u>Nathrop</u>	By <u>[Signature]</u>	Date <u>7/23/73</u>

85 7060

July 27, 1973

Re: Permit No. 85-7059 & 85-7060

Mr. Arlen B. Hood
Bureau of Land Management
Fort, ID 83436

Dear Mr. Hood:

- Enclosed is a copy of your approved Application for Permit No. 85-7059 and 85-7060.
We direct your attention to the conditions of approval as listed on the fourth page.
Sincerely,

WILLIAM D. STEPHENSON
Assistant Director

WDS:cl

Enclosures

85 7060

June 29, 1973

Re: Application No. 85-7059 - Arlee B. Head
" " 85-7060 - " " "

Lewiston Morning Tribune
505 C Street
Lewiston, ID 83501

Gentlemen:

Enclosed you will find 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 the Department along with the publication bill. In order to receive payment, the following certification must appear on the bill:

"I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid."

(signature of claimant)

Very truly yours,

Fred Eisenbarth
Northern District Manager

Bill submitted 7-25-73 by AL

FE:CR

ENC: Legal Notices (2)

85 7060

THE *Tribune* PUBLISHING CO.



Producers of Printing of Distinction

5th & C Sts. Lewiston, Idaho 83501

Phone 743-9411

Sold to

State of Idaho, Dept. of Water
 209
 Billings, Idaho, 83614

Date July 12th, 1972

REQUISITION NO	JOB NO	QUANTITY	DESCRIPTION	AMOUNT
			Notice of Application For Water Permit. Arlee B. Head #25-7060 27 lines, 2 lines Signed: <u>Tribune Publishing Co.</u> By: <u>D.N. Sinclair</u> D.N. Sinclair, Office Manager CHECK YOUR ORDER CAREFULLY AND CALL US IF NOT SATISFACTORY	9.99
85	7060			

NOTICE OF APPLICATION FOR WATER PERMIT

Notice is hereby given that Arlee B. Head,

Route #1, Box 11-B, Peck, Idaho

has on June 22, 1973 submitted Application No. 85-7060

for a permit to appropriate 0.04 cubic feet per second ~~acre feet per annum~~ XXXXXXXXXXXXXXXXXXXX

of water from Unnamed Springs

by means of storage tank and pipeline

within the SE $\frac{1}{4}$ NE $\frac{1}{4}$ (2 points), Sec. 10, T. 36N, R. 1W, B.M., Nez Perce County

to be used from Jan. 1 to Dec. 31

for domestic purposes

within the NE $\frac{1}{4}$ SE $\frac{1}{4}$, SECTION 10, T. 36N, R. 1W, B.M.

If issued, this permit will be subject to all prior water rights. Protests against the granting of the permit must be filed with the Idaho Department of Water Administration, 401 Front Ave., Coeur d'Alene, Idaho, 83814 on or before July 23, 1973.

R. KEITH HIGGINSON

Director

Published in the Lewiston Morning Tribune, Lewiston, Idaho

on July 5 and July 12, 1973

85 7060

June 29, 1973

Re: Application for Permit No. 85-7059
" " " 85-7060

Arlee B. Head
Route #1, Box 11-B
Peck, ID 83545

Dear Mr. Head:

Attached is your receipt No. 10730 in the amount of \$20 for the filing fee on the above referenced applications, which were received in this office.

Very truly yours,

Fred Eisenbarth
Northern District Manager

FE:CR

Enclosure

85 7060

STATE OF IDAHO
DEPARTMENT OF WATER ADMINISTRATION
NORTHERN DISTRICT OFFICE



Cecil D. Andrus
Governor
R. Keith Higginson
Director

401 Front Ave., Rm. 209
Coeur D'Alene, Idaho 83814
(208) 667-6484

Water Rights Administration
Water Resource Investigations
Dam and Reservoir Safety
Water Well Drilling
Waste Disposal Wells
Stream Channel Protection
Geothermal Resources

June 19, 1973

Arlee B. Head
Route #1, Box 11-B
Peck, ID 83545

Dear Mr. Head:

We have received your application for permit to appropriate water from an Unnamed Creek and two springs. Since there are two separate sources of water, it will be necessary to submit two separate applications.

We have taken the liberty of typing two applications from the information you submitted and are returning them for your review. We are also returning your Check No. 92-212 in the amount of \$10.

Please review both applications, and if you are in agreement with all items, please sign both at the bottom of Page 3 and return them to our office. The filing fee is \$10 per application.

If you have any questions, or if we may be of further assistance, please contact us.

Very truly yours,

Fred Eisenbarth
Northern District Manager

FE:cr

Enclosures

85 7060