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RECEIVED

SEP 26 1997

IDAHO WATER RESOURCE BOARD

ASSIGNMENT OF WATER RIGHTS

Department of Water Resources

This ASSIGNMENT is made and entered into this 10th day of February, 1997, by and between the CITY OF NEZPERCE (Sponsor) and the IDAHO WATER RESOURCE BOARD (Board), an agency of the State of Idaho.

WITNESSETH

The Sponsor, for and in consideration of the funds advanced to the Sponsors, under that "Idaho Water Resource Board Revolving Development Account Loan Contract Agreement" (Agreement) and "Idaho Water Resource Board Promissory Note" (Note), dated the 10th day of February 1997, by and between the Sponsor and the Board, has granted, bargained, sold, conveyed, assigned, transferred and set over and by these presents does grant, bargain, sell, convey, assign, transfer and set over unto the Board, its successors and assigns, forever, the following described water rights to secure the payment of that certain Note of the 10th day of February, 1997, in the principal sum not to exceed **THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000.00)**, delivered and executed by the Sponsors, as makers to the Board as secured party and payee, with terms and conditions as more particularly designated therein

WATER RIGHTS - All of the interest in the following water rights as listed in the record of the State of Idaho, Department of Water Resources, along with all easements and rights of way, pipelines, water mains, wells, storage reservoirs, and all other rights and privileges owned by the Sponsor or belonging to, or with, leading to, connected with, or usually had or enjoyed in connection with the following described water rights in Lewis County, Idaho:

City of Nezperce

85-04371

This water right is a statutory claim to divert and use groundwater with a priority date of January 1, 1912. The total diversion rate is 0.520 cfs with a water use period of January 1 to December 31. Water is diverted at four points of diversion located at Sections 5 and 6, T33N, R2E, Lewis County, and is used within the City of Nezperce.

TO HAVE AND TO HOLD the above described water rights and all of the same and to the Board, its successors and assigns

1. **DEFAULT:** In the event that the Sponsors shall fail to pay any of the sums of money when due under the Note; shall fail to comply with any of the terms, conditions, covenants or provisions of this ASSIGNMENT, NOTE, or AGREEMENT; then, as often as such failure of payment or breach of terms, conditions, covenants or provisions shall occur, the Board may at any time thereafter declare the whole of the principal sum, with all sums of interest accrued thereon paid by the Sponsors on the Note or paid by the Sponsors under the provisions of this ASSIGNMENT, to be at once payable, and the Board may, at any time after such failure of payment or breach of terms, conditions, covenants or provisions, as aforesaid, proceed to compel payment to be paid of the full amount due and payable and to compel payment to be paid of the full amount due and payable, or may exercise every right and remedy as a secured party under the law.

2. **WARRANTY:** The Sponsors have covenanted, agreed and represented, and do hereby covenant, agree and represent to and with the Board as follows:

a. That the Sponsors do warrant and will defend title unto the Board against claims and demands of all persons

whomsoever against all of the property subject to this ASSIGNMENT.

b. That the Sponsors will pay all sums of money specified in the Note referred to above, promptly as it becomes due, and that the Sponsors will pay all taxes, assessments and other charges that may be levied or assigned on any property subject to this ASSIGNMENT when and as the same shall become due and payable, and that they will comply with all terms and conditions of this ASSIGNMENT and any violation thereof shall constitute a default hereunder.

3. ATTORNEY FEES AND COSTS

a. In the event suit is instituted to assert any right or privilege under this ASSIGNMENT, the Board may recover therein as attorney fees such sums as the court may adjudge reasonable in addition to the costs and disbursements allowed by law or court rule, together with the cost of any abstract of title or evidence of title procured and used in such proceeding and covering said property.

b. In the event the Board becomes a party plaintiff or defendant in any suit or legal proceeding in relation to the property described or referred to by this ASSIGNMENT or any agreement given by Sponsors in connection herewith, Sponsors agree to pay on demand all reasonable attorney fees paid or incurred by the Board in connection with such suit or proceeding, including, but not limited to, any expenses paid or incurred in procuring or continuing abstracts of title, title reports or title policies and search of the records for the purpose of such litigation, and all such sums paid shall bear interest at the highest rate for which it is lawful to contract and shall constitute a lien upon the premises and property and be secured hereby, and in default of immediate repayment thereof by the Sponsors after demand, the whole indebtedness secured hereby shall, at the option of the Board, become due and payable without notice.

4. RECEIVER: In the event proceedings are instituted for a breach of the terms and conditions of this ASSIGNMENT, the Board shall, at its election, as a matter of right and without regard to sufficiency of the security or of waste or danger or misapplication of any of the properties of the Sponsors, be entitled forthwith to have a receiver appointed of all or any part of the property hereby secured, and the Sponsors hereby expressly consents to the appointment of a receiver by the court of competent jurisdiction and expressly stipulate, covenant and agree that such receiver may remain in possession and control of the secured property so elected until the final determination of such suit or proceeding.

5. SUBROGATION: The Board shall be subrogated for further security to the lien, though released of record, of any and all prior encumbrances upon the rights subject to this ASSIGNMENT.

6. CHATELS AND PERSONAL PROPERTY: Except for the purposes of making replacements of the CHATELS and other personal property subject to this ASSIGNMENT and which the Sponsors now have or hereafter have or acquire and use in connection with and as a part of the irrigation system and facilities associated with the hereinabove described water rights, the Sponsors will not see or dispose of any of the CHATELS or personal property, nor attempt to do so, nor part with possession of any of the same, nor permit it to be removed from the secured, or from the adjoining or adjacent lands where such property may be located, while this ASSIGNMENT shall remain in force and effect, without the written consent of the Board, which consent shall not unreasonably be withheld. Except in so far as prevented therefrom by fire, strikes, riots, acts of God, or other unavoidable casualties, the CHATELS and other personal property subject to this ASSIGNMENT shall at all times while this ASSIGNMENT remains in force and effect be kept and maintained by the Sponsors, at the Sponsors' expense, in first class order, condition and repair, and the Sponsors shall from time to time make all replacements of such property which may reasonably be necessary for the irrigation and cultivation of the premises, and the sponsors will neither commit nor suffer any damages or waste on or to the premises and such property nor do or permit to be done anything that may lessen or impair the value of the property, real or personal, or the lien or security thereof.

7. LEASES OR OTHER INSTRUMENTS OR AGREEMENTS SUBORDINATED: Sponsors covenant and agree that each and every term, condition and covenant of any and all leases or other instruments or agreements, oral or

written, between the Sponsors and the Board relating to or affecting in any way the property hereinbefore described or referred to, or any party thereof, shall be and are hereby made subject and subordinate to all of the terms, conditions and covenants of this ASSIGNMENT.

8. TIMELY PERFORMANCES: Sponsors covenant and agree to fully and timely perform each and every term, provision and condition of any and all instruments evidencing the sponsors' easements, rights-of-way, licenses or other rights, privileges or interest in appurtenant to or used or enjoyed in connection with the installation, utilization or maintenance of the water system facilities, used or to be used in the supply or delivery of water to any of the property hereinbefore described and referred to or for access thereto, required to be performed by the Sponsors and hereby assigns such instruments and all of their rights and interest therein to the Board as further security hereunder. Any such assignment shall not affect any of the terms and conditions hereof, and shall terminate or be subject to reassignment by the Board to the Sponsors upon payment of the entire indebtedness secured or to be secured hereby. The Board shall have and is hereby granted the right as its option, at any time within twenty days before performances or payment is required, to perform on behalf of the sponsors of any or all of the terms, provisions and conditions in such instrument, or any of them, required to be performed by the sponsors and to pay or expend any and all sums of money as the Board, in its sole and exclusive judgement and discretion, shall deem necessary to prevent the termination of the instruments, or any of them, or the abandonment or loss of any of the Sponsors' rights or privileges therein or thereby provided, and the Sponsors hereby agree immediately to repay the Board, without notice or demand, any sums so paid or expended with interest thereon at the same rate as specified in the Note secured hereby on the principal thereof after default and maturity, and all such sums paid or expended by the Board with interest shall become a part of the indebtedness secured hereby, and in default of immediate repayment therefore by the Sponsors, the whole indebtedness secured hereby shall at the option of the Board become due and payable forthwith without notice.

9. BOARD TO BE HELD HARMLESS FROM PROJECT DAMAGE: The Sponsors agree to indemnify the State of Idaho, the Idaho Water Resource Board, and their officers, agents, and employees against and to hold the same free and harmless from any and all claims, demand, losses, costs, expenses, or liability due or incident to, either in whole or in part and whether directly or indirectly, the design, construction, operation, repair, maintenance, existence, or failure of the project, or any of the works or its facilities. The Sponsors may be required by the Board to carry a reasonable coverage of liability insurance for this purpose

10. INTERPRETATION: Words used herein shall include the singular or plural, and feminine, masculine or neuter as the context may require, and, if this instrument is executed by two or more persons or parties, the obligation and liabilities herein under of such Sponsors shall be joint and several

11. CONTINUING OBLIGATION: The rights and obligations herein shall inure to and be binding upon the successors, heirs, executors, administrators, and assigns of the respective parties.

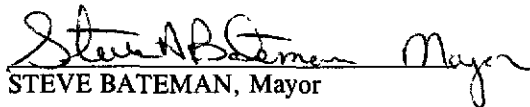
12. APPLICABLE LAW: This ASSIGNMENT shall be governed and construed according to the laws of the State of Idaho.

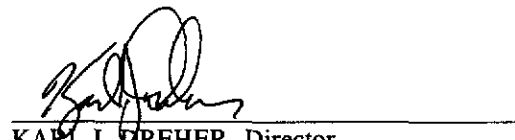
IN WITNESS WHEREOF, Sponsor has hereunto affixed hands and seals as of the day and year of this instrument.

DATED the 23rd day of September, 1996.

CITY OF NEZPERCE
P.O. Box 36
Nezperce, ID 83543-0036

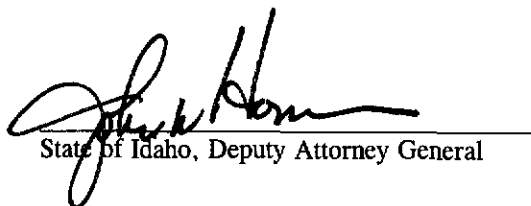
IDAHO WATER RESOURCE BOARD
1301 North Orchard Street
Statehouse Mail
Boise, ID 83720-9000


STEVE BATEMAN, Mayor


KARL J. DREHER, Director
Idaho Department of Water Resources


ATTEST: City Clerk

Approved as to Legal
Form:


State of Idaho, Deputy Attorney General

ACKNOWLEDGMENT

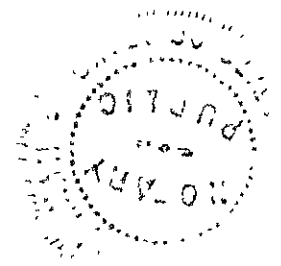
STATE OF IDAHO)

County of Lewis)

On this 19th day of February, 1997, before me the undersigned, a Notary Public in and for said State, personally appeared Steve & Zolman - Daniel M. Johnson, known to me to be the Mayor - Clerk of the City of Nampa that executed the instrument or the persons who executed the instrument on behalf of said City, and acknowledged to me that City of Nampa executed the same.

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

Janet A. Shannon
Notary Public for the State of Idaho
Residing at Campment
Idaho, Commission expires:
5-12-98



120193

STATE OF IDAHO
COUNTY OF LEWIS } ss
FILED FOR RECORD SEP 24 1997
A 1:15 O'CLOCK P M AT THE
REQUEST OF

State of Idaho
Cathy Larson
COUNTY RECORDER
By Pauline K Robertson
DEPUTY

FEES \$ 15.00

M1 PO. Box 83720

Boise, ID 83720-0098

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 City of Nezperce (Name of Claimant)
P. O. Box 36 Nezperce, Idaho 83543 Telephone No. 937-2454
(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) January, 1912

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)
Groundwater tributary to

(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	0.52 cfs	Use Municipal	Period of Use From 1/1	To 12/31
Quantity		Use	Period of Use From	To
Quantity		Use	Period of Use From	To
Quantity		Use	Period of Use From	To
Quantity		Use	Period of Use From	To

(4) 0.52 cfs TOTAL QUANTITY USED.
(cfs, af)

(5) A) Point of diversion. (Location of point where water is diverted from its source)
2 PTS. NW 1/4 NW 1/4, Sec. 5 Twp 33N Rge. 2E B.M., County of Lewis
Additional points of diversion. 2 PTS. NENE Sec. 6, T33N, R2E, B.M.

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. 4 Wells.

(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.

LOCATED WITHIN THE CITY LIMITS OF NEZPERCE.

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	

No. of acres

B) If water is used for other than irrigation, fully describe that use, being as specific as possible
Municipal Water System.

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

PROOF OF PUBLICATION

I, Robert E. Wherry, publisher of The Lewis County Herald, a weekly newspaper of general circulation established in 1897 and published continuously in the City of Nezperce, County of Lewis, State of Idaho do solemnly swear that the herewith attached publication was printed in the regular edition of The Lewis County Herald, and not in a supplement, for

9 consecutive issues, the first publication having been on the 3 day of June, 1983, and the last publication on the 11 day of June, 1983.

Robert E. Wherry

Subscribed and sworn to before me, a Notary Public, this 17 day of June, 1983

Notary Public

RECEIVED

JUN 20 1983

Department of Water Resources
Northern District Office

LANDING APPROX. MAY 1977
Diversion Pt: SWNE Sec 02 T 33N R 03W
Use: STOCKWATER (0.03 CFS)
In: SWNE Sec 02 T 33N R 03W

85-4373
CITY OF REUBENS
P.O. BOX 29, REUBENS, ID 83548
Source: GROUNDWATER
Priority Date: 01/07/1915
Diversion Pt: SWNE Sec 02 T 34N R 02W
Use: DOMESTIC (0.07 CFS)
In: Located within the City Limits of Reubens.
85-4377
WALLACE, DOLLIE
RT. 1, CRAIGMONT, ID 83523
Source: SPRING trib. to SINKS
Priority Date: 01/01/1900

NOTICE OF CLAIMS TO WATER RIGHTS

The following claims have been filed
on water rights created by diversion
and beneficial use:

85-4355

SCHUMAKER, BETTY L.

RT. 1 BOX 33B, CULDESAC, ID 83524

Source: SPRINGS trib. to MISSION
CREEK

Priority Date: 01/01/1915

Diversion Pt: SWSW SENE Sec 34 T
35N R 03W SWNE Sec 03 T 34N R
03W

Use: STOCKWATER (0.02 CFS)

In: SENE SWSW Sec 34 T 35N R 03W
SWNE Sec 03 T 34N R 03W

85-4356

CITY OF CRAIGMONT

P. O. BOX 234, CRAIGMONT, ID
83523

Source: GROUNDWATER

Priority Date: 06/01/1958

Diversion Pt: SESE Sec 32 T 34N R
01W

Use: MUNICIPAL (0.78 CFS)

In: City Limits of Craigmont.

85-4357

CITY OF CRAIGMONT

P.O. BOX 234, CRAIGMONT, ID
83523

Source: GROUNDWATER

Priority Date: 06/01/1945

Diversion Pt: NESW Sec 33 T 34N R
01W

Use: MUNICIPAL (0.13 CFS)

In: City Limits of Craigmont

85-4358

CITY OF CRAIGMONT

P.O. BOX 234, CRAIGMONT, ID
83523

Source: GROUNDWATER

Priority Date: 02/01/1955

Diversion Pt: NWSE Sec 32 T 34N R
01W

Use: MUNICIPAL (0.20 CFS)

In: City Limits of Craigmont

85-4363

GOECKNER, PAUL W. &/or HELEN

806 3RD ST., LEWISTON, ID 83501

Source: SPRINGS trib. to SINKS

Priority Date: 01/01/1959

Diversion Pt: SWNE Sec 02 T 33N R
03W

Use: STOCKWATER

Diversion Pt: SWNE Sec 11 T 32N R
02W

Use: STOCKWATER (0.02 CFS)

DOMESTIC (0.02 CFS)

In: SWNE Sec 11 T 32N R 02W

Exceptions to a claim may be filed
with the Director, Dept. of Water
Resources, 4055 Gov't. Way, Coeur
d'Alene, Id. 83814.

KEN DUNN, Dir.

Published June 9 & 16, 1983

85-4371

CITY OF NEZPERCE

P.O. BOX 36, NEZPERCE, ID 83543

Source: GROUNDWATER

Priority Date: 01/01/1912

Diversion Pt: NWNW Sec 05 T 33N R
02E NENE Sec 06 T 33N R 02E

Use: MUNICIPAL (0.52 CFS)

In: PLACE OF USE LOCATED
WITHIN THE CITY LIMITS OF
NEZPERCE.

85-4372

BRANSON, DALE

RT. 1 BOX 22, NEZPERCE, ID 83543

Source: UNNAMED STREAMS trib.
to SYRON DRAW

Priority Date: 01/01/1920

Diversion Pt: SWSW Sec 03 T 33N R
02E NENW Sec 10 T 33N R 02E NESE
NWSE Sec 09 T 33N R 02E

Use: STOCKWATER (0.02 CFS)

In: SWSW Sec 03 T 33N R 02E NESE
NWSE Sec 09 T 33N R 02E NENW Sec
10 T 33N R 02E

85-4373

BRANSON, DALE

RT. 1 BOX 22, NEZPERCE, ID 83543

Source: UNNAMED STREAM trib. to
HOLES CREEK LONG HOLLOW
CREEK trib. to HOLES CREEK

Priority Date: 01/01/1920

Diversion Pt: NENW NWNW Sec 29 T
34N R 01E SENW Sec 09 T 33N R 01E

Use: STOCKWATER (0.02 CFS)

In: NENW NWNW Sec 29 T 34N R 01E
SENW Sec 09 T 33N R 01E

85-4375

CITY OF REUBENS

P.O. BOX 29, REUBENS, ID 83548

Source: GROUNDWATER

Priority Date: 01/01/1915

Diversion Pt: SWNE Sec 02 T 34N R
02W

Use: DOMESTIC (0.07 CFS)

In: Located within the City Limits of
Reubens.

85-4377

WALLACE, DOLLIE

RT. 1, CRAIGMONT, ID 83523

Source: SPRING trib. to SINKS

Priority Date: 01/01/1900

MEMORANDUM

Date: September 29, 1997

To: File 85-04371

From: Jim Johnson

Subject: Change of ownership

=====

The ownership change has been recorded in the water right database. No other action is necessary at this time.



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NORTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

May 13, 1983

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

85-4371

Mr. John Kemper
City of Nezperce
P. O. Box 36
Nezperce, Id. 83543

Dear Mr. Kemper:

Upon receipt of the City's Claim to a Water Right, I Found that there were still some problems with Item No. 6.

I took the liberty of having our secretary prepare a new claim based on the information from your original claim.

I am returning the corrected claim along with the original and your Check No. 92-295. If you have any questions, please contact me at this office.

Sincerely,

LAWRENCE. DE. BEARD
Senior Water Resource Analyst

LDB/pms

Enc. - Claims (2)
Check

RECEIVED
MAY 13 1983
DEPARTMENT OF
WATER RESOURCES
NORTHERN REGION
COEUR D'ALENE, IDAHO
83814



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NORTHERN REGION

A. Kenneth Dunn
Director

Suite No. 9
4055 Government Way
Coeur d'Alene, Idaho 83814
(208) 667-6484

May 2, 1983

Mr. John Kemper
City of Nezperce
P. O. Box 36
Nezperce, Id. 83543

Dear Mr. Kemper:

As per our telephone conversation, I am returning the City of Nezperce's Claim to a Water Right along with the Check No. ~~92-295~~ 3284

Please make the corrections we discussed and return the claim along with the filing fee.

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

Sincerely,

LAWRENCE D. BEARD
Senior Water Resource Analyst

LDB/pms
Enc. - Claim
Check

RECEIVED
MAY 5 1983

Department of Water Resources
Northern District Office

Thanks for
your help, for
Sue - for
John Kemper
City Clerk

State of Idaho
Department of Water Resources

CLAIM ANALYSIS SHEET

INITIAL REVIEW BY: JA

Right Number 05-4371

Applicant City of Heppner

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 JA Date 7/11/83

STATE OFFICE PROCESSING:

- ☒ Claim review complete.

By RC Date 7/18/83

RECEIVED
JUL 18 1983

Department of Water Resources

RECEIVED

CITY OF NEZPERCE

P.O. BOX 36, NEZPERCE, ID 83543

Source: GROUNDWATER

Priority Date: 01/01/1912

Diversion Pt: NWNW Sec 05 T 33N R 02E NENE Sec 06 T 33N R 02E

Use: MUNICIPAL (0.52 CFS)

IN: PLACE OF USE LOCATED WITHIN THE CITY LIMITS OF NEZPERCE.

MICROFILMED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
Northern Region

JOHN V. EVANS
Governor
A. KENNETH DUNN
Director

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

JUNE 20, 1983

CITY OF NEZPERCE
P.O. BOX 36
NEZPERCE

ID 83543

RE: Claim No. 85-4371

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

RECEIVED
JUN 21 1983
WATER RESOURCES
DIVISION