
Scale: 2 inches equal 1 mile.

State of Idaho)
) ss.
County of _____)

Gary L. Palmer
(Claimant)

Notary Public
Residing at Reg. Perence

For Department Use Only

Received by SL Date 5-1-78 Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by SL Date 5-1-78 claimant by: _____
\$10.00 fee received by SL Date 5-2-78 (10020)
Approved for publication by _____
Published in Devotion Training Tribune _____
Dates 5-11-78-28 _____
affidavit received 5-22-78
OK SLW

PUBLISHER'S AFFIDAVIT OF PUBLICATION

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

_____, being duly sworn
deposes and says, I am the Classified Bookkeeper
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 consecu-
tive years immediately preceding the first publication of this
notice, and has been so published uninterruptedly for said

period; that the Notice of claim to a water
attached hereto and which is made a part of this affidavit was
published in the said Lewiston Morning Tribune, once a
week for 2 consecutive weeks, the

first publication thereof being on the 11 day of
May, A. D. 1978, and the last publica-
tion thereof being on the 18 day of May,

A. D. 1978, and said Notice of claim to a water
was so published in the regular and entire issue of the said
newspaper and not in a supplement thereof and was so pub-
lished in every issue and number of the said paper, during the
period and times of publication as set forth above.

Raelene Thornton

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE
18 day of May, 1978

Ruiletta J. Hamilton

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

NOTICE OF CLAIM TO A WATER RIGHT No. 85-4098

Notice is hereby given that
Gary L. Palmer, Rt. 1 Box 4A,
Peck, ID, has filed a claim to a
water right established by
diversion and application to
beneficial use of 0.16 cubic feet
per second of water from Big
Canyon Creek, tributary of
Clearwater River with point of
diversion in the Gov Lot 8, Sec 3,
T36N, R1W, B.M. Nez Perce.

The water is claimed to be used
from April 1 to Oct. 15 for the
irrigation of 8 acres with a
priority of 1966; the place of use is
within the NW 1/4 Sec 3, T36N,
R1W, B.M.

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

C. STEPHEN ALLRED
Director

5-22-78
OK - [Signature]

Scale: 2 inches equal 1 mile.

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 affiants knowledge.

Sworn to before me this 27 day of April, 19 28.

Henry L. Palmer
(Claimant)
_____, 19 28.
James E. Casner
Notary Public
Residing at 229 Terrace

My commission expires 1982

For Department Use Only

Received by sf Date 5-1-78 Exception filed by: _____ Forwarded to _____ Date _____
Prelim. check by JK Date 5-1-78 claimant by: _____
\$10.00 fee received by JK Date 5-2-78 (10876)
Approved for publication by _____
Published in Sawenton Evening Tribune _____
Dates 5-11-78 to 5-22-78 _____
affidavit received 5-22-78
OK SBU

PROPERTY DESCRIPTIONS

PARCEL 1

PD { A portion of Government Lot 8, Section 3, Township 36 North, Range 1 West of the Boise Meridian, Nez Perce County, Idaho described as follows:

The South 411 feet of the North 1,149 feet of said Lot 8, lying between the County Road to Peck and Big Canyon Creek.

PARCEL 2

Place of use { A portion of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3, Township 36 North, Range 1 West, Boise Meridian, Nez Perce County, Idaho comprising 8 acres more or less.

More particularly described as:

Beginning at a point on the North line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$, which is 653 feet West of the westerly right of way line of the County road; thence East 158 feet; thence South 110 feet; thence East 495 feet to the Westerly right-of-way line of said County road; thence Southerly along said Westerly right-of-way 758 feet; thence West 422 feet; thence Northwesterly to the Point of Beginning;

EXCEPTING THE FOLLOWING PARCEL DESCRIBED AS:

Beginning at a point on the North line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 3, 653 feet West of the Westerly right-of-way line of the County road; thence East 158 feet; thence South 110 feet; thence East 79 feet to the Real Point of Beginning; thence South 208 feet; thence East 416 feet to the County road right-of-way; thence Northerly along said right-of-way line to a point due East of the Real Point of Beginning; thence West to the Real Point of Beginning;

Containing approximately 2 acres.

PUBLISHER'S AFFIDAVIT OF PUBLICATION

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

_____, being duly sworn deposes and says, I am the Classified Bookkeeper 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 claim to a water right attached hereto and which is made a part of this affidavit was published in the said Lewiston Morning Tribune, once a week for 2 consecutive weeks, the

first publication thereof being on the 11 day of May, A. D. 1978, and the last publication thereof being on the 18 day of May,

A. D. 1978, and said Notice of claim to a water right 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.

Raelene Thornton

SUBSCRIBED AND SWORN TO BEFORE ME THIS THE 18 day of May, 1978

Thelma J. Hamilton

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

NOTICE OF CLAIM TO A WATER RIGHT No. 85-488

Notice is hereby given that Gary Peck, residing at Box 4A, Peck, Idaho, has a claim to a water right established by diversion and application to beneficial use of 0.14 cubic feet per second of water from Big Canyon Creek, a tributary of Clearwater River, at point of diversion in the Gov. J. S. Sec 3, T36N, R1W, E.M. Nez Perce.

The water is claimed to be used from April 1 to Oct. 15 for the irrigation of 8 acres with a priority of 1966; the place of use is within the NW 1/4 Sec 3, T36N, R1W, E.M.

Any objection to this claim of water right must be filed with the Idaho Department of Water Resources, Government Way, Boise, Idaho 83814.

CLARENCE ALLRED
Director

5-22-78

OK - [Signature]



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

CECIL D. ANDRUS

Governor

R. KEITH HIGGINSON

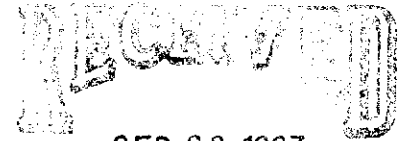
Director

Mailing address:

Statehouse

Boise, Idaho 83720

(208) 334-4440



SEP 23 1987

September 17, 1987

Department of Water Resources

RE: Water Right No. 85-4098

Beryl McCarter
Rt. 1, Box 4A
Peck, ID 83545

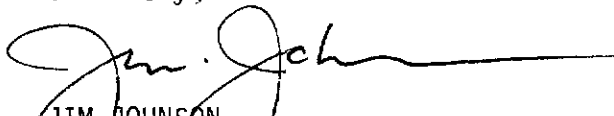
Dear Mr. McCarter:

We are in receipt of your correspondence requesting that we change the above referenced water right to your name.

We have no procedure to do this, however, the Department can change its computer records of this right to show you as the current owner. Before we can do this, we need you to show present ownership of the property. You provided us with a copy of the property description, but the document showing the conveyance from Mr. Palmer to you is required.

If you have any questions, please let me know.

Sincerely,


JIM JOHNSON
Water Rights Supervisor

JJ:sc

*Enclosed is a copy of the
sales agreement.*

Beryl McCarter

*name changed in computer 10/28
sc*



EQUAL HOUSING
OPPORTUNITY

PURCHASE AND SALE AGREEMENT

(with Earnest Money Provision)

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY.
READ CAREFULLY BEFORE SIGNING — IF ANY QUESTIONS, CONSULT YOUR ATTORNEY.

RE-21
Rev. 7-85

Lewiston,

Idaho

May 19,

19 87

Beryl D. McCarter and Patricia O. McCarter (husband and wife)

(hereinafter called "Buyer")

agrees to purchase, and the undersigned Seller agrees to sell the following property located in

County of **Nea Perce**

legally described as: **To be attached**

Peck

**Palmer, 8.63 acres, near Canyon
Route 1, Box 44**

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the property if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

Earnest Money.

(a) Buyer hereby deposits and a receipt is hereby acknowledged of **Five Hundred Dollars NO/100** Dollars (\$ **500.00**) evidenced by ☐ Cash, ☒ Personal Check, ☐ Cashiers Check, ☐ Note Due, or

(b) Earnest Money to be deposited in trust account upon acceptance by all parties.

(c) All Earnest Money shall be held by **Town & Country, Realtors** for the benefit of the parties hereto, and **Mary Jane Gruber** (Broker) shall hold the completely executed broker's copy of this agreement.

1. TOTAL PURCHASE PRICE IS **Thirty-Eight Thousand Dollars and NO/100**

DOLLARS (\$ **38,000.00**) payable as follows:

(a) \$ **12,286.88 (approx. balance)** Cash down, including above Earnest Money.

(b) \$ **25,713.12 (approx. balance)** The balance of the purchase price will be paid as follows:

\$25,713.12 is approximate escrow balance purchasers to assume at 8% interest rate, with payments of P & I of \$238.97 per month, at Idaho First National Bank in Orofino, Idaho. Buyers & Sellers each to pay 1/2 of attorneys fees.

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of **May 20, 1987 (verbal)**

If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are: **None**

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the property from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment from a title insurance company showing the condition of the title to said property. The parties agree that **Safeco**

Time Company shall provide said title policy and preliminary report of commitment. It is agreed that if the title to said property is not marketable or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow, if any. Buyer's acceptance of the Earnest Money does not constitute a warranty. Remedies available. Not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees.

5. It is hereby agreed that the "closing agent" for this agreement shall be **A Title Company / Safeco**

Mary Jane Gruber

is the broker responsible for the closing.

The closing date shall be **on or before May 29, 1987**

6. Seller shall deliver possession to Buyer on or before **May 29, 1987**, and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of **date of closing** except as follows:

7. The parties agree that this agreement contains the following additional terms and conditions: **Buyers and sellers authorize broker/closing agents to disburse funds from trust account at closing. Buyers have arc**
accepted the property and accepting it in "as is" condition, and not looking to the seller for repairs or maintenance. ✓ property

8. The following items are specifically excluded from the sale: **NONE**

The following items are specifically included in the sale: **Refrigerator, Earth Stove, Range, Sprinkler pipes, and portable pump, lumber in shop, water & mineral rights.**

9. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Listing Agency:

Town & Country, Realtors

Mary Jane Gruber By:

Selling Agency:

Town & Country, Realtors

Linda Bullamore By: **Linda Bullamore**

On this date, **May 19, 1987**, I / We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller, and the undersigned Seller further agrees to pay a commission of _____ % of selling price or _____ DOLLARS (\$ _____)

to the above named broker(s) for services. Said commission shall be payable at closing or upon default on this Agreement, whichever occurs first. The amount or due date thereof cannot be changed without the prior consent of the Listing and Selling Agent/Broker Company. I / We further acknowledge receipt of a true copy of this agreement with the complete legal description of the property inserted and signed by both parties.

Seller

Seller

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the property, is hereby received on this _____ day of _____, 19 _____

Buyer

Buyer

RIIYFR'S RECEIPT

10. All attached floor coverings, attached television antenna, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm windows, storm doors, shades, venetian blinds, curtain rods, trees, plants, shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems including built-in dishwashers and "drop-in" ranges, (but excepting all other ranges), fuel tanks and irrigation fixtures and equipment, all water and water rights, and ditches and ditch rights appurtenant thereto that are now on or used in connection with the property shall be included in the sale unless otherwise provided herein.

11. If financing is required, the Buyer agrees to make a best effort to procure same and further agrees to make application therefor within five (5) days after Seller's acceptance of this agreement. If VA, FHA or IHA financing is contemplated, additional provisions pertaining thereto may be attached hereto and are hereby incorporated herein by reference. The Buyer and Seller hereby authorize the parties designated in Paragraph (c) hereof to advance such portion of the Earnest Money deposited as may be required to pay credit report fees, appraisal and other initial loan charges attributable to Buyer's financing. The parties agree that the Earnest Money less such loan charges if any may be refunded in the event financing contemplated by the Buyer is not obtainable.

If this agreement is conditioned upon Buyer obtaining FHA or VA financing, it is expressly agreed that notwithstanding any other provision of this contract, the Buyer shall not be obligated to incur any penalty by forfeiture of earnest money, or otherwise be obligated to complete the purchase of the property described herein, unless Seller has delivered to Buyer a written statement issued by the FHA or VA, as applicable, setting forth an appraised value of the property (excluding closing costs) of not less than the purchase price. The Seller agrees to deliver said statement to the Buyer promptly after it is made available to Seller. The Buyer shall, however, have the option of proceeding with the consummation of the contract without regard to such appraised value, provided the Buyer pays the difference in excess of the appraised value in cash.

12. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

13. Should the property be materially damaged by fire or other causes, prior to closing this sale, this agreement shall be voidable at the option of the Buyer.

14. If Seller executes this agreement, and title to said property is marketable and insurable and the Buyer neglects or refuses to comply with the terms or any conditions of sale within five (5) days from the date on which said term or condition is to be complied with, then the Earnest Money shall be forfeited, and considered as liquidated damages to Seller, and Buyer's interest in the property shall be immediately terminated. The broker shall pay from Earnest Money the costs of title insurance, escrow fees, attorney fees and any other expenses directly incurred in connection with this transaction and the remainder shall be apportioned one-half to the Seller and one-half to the broker, provided the amount to broker does not exceed the agreed commission. Such forfeiture and acceptance by Seller and broker of the Earnest Money as liquidated damages does not constitute a waiver of other remedies available to Seller and broker.

15. In the event of default by either of the parties in their performance of the terms and conditions of this agreement, the defaulting party agrees to pay all attorney fees and costs incurred by the non-defaulting party.

16. In the event of default in the performance of the terms and conditions of this agreement by either party, the defaulting party agrees to pay the broker the commission which the broker is entitled to receive from the Seller for his/her services in connection with the sale of the property.

17. The undersigned Buyer hereby acknowledges further that he has not received or relied upon any statements or representations by the undersigned broker or his representatives or by the Seller which are not herein expressed. The Buyer has entered into this agreement relying solely upon information and knowledge obtained from his own investigation or personal inspection of the property. This agreement constitutes the whole agreement between the parties and that no warranties, agreements or representations have been made or shall be binding upon either party unless herein set forth.

18. Unless expressly stated otherwise herein, this agreement is the final agreement and shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto.

19. Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

20. Time is of the essence of this agreement.

Printed and Distributed By

IDAHO ASSOCIATION OF REALTORS

1450 West Bannock • Boise, Idaho 83702

(208) 342-3585

Department of Water Resources

SEP 23 1987

RECEIVED



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

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

September 17, 1987

RE: Water Right No. 85-4098

Beryl McCarter
Rt. 1, Box 4A
Peck, ID 83545

Dear Mr. McCarter:

We are in receipt of your correspondence requesting that we change the above referenced water right to your name.

We have no procedure to do this, however, the Department can change its computer records of this right to show you as the current owner. Before we can do this, we need you to show present ownership of the property. You provided us with a copy of the property description, but the document showing the conveyance from Mr. Palmer to you is required.

If you have any questions, please let me know.

Sincerely,

JIM JOHNSON
Water Rights Supervisor

JJ:sc

RECEIVED

85-4098

AUG 19 1987

Department of Water Resources

Aug 10, 1987

Dear Sir

We recently purchased
the enclosed described
property from Mr.
Palmer and wish to
have the water right
in our name and
any further correspondence
sent to us at our
address.

RECEIVED

AUG 20 1987

Department of Water Resources
Northern District Office

Beryl M. Carter
Rt. 1, Box 4A
Peck, Idaho

83540-

In McCarter's

PROPERTY DESCRIPTIONS

PARCEL 1

A portion of Government Lot 8, Section 3, Township 36 North, Range 1 West of the Boise Meridian, Nez Perce County, Idaho described as follows:

The South 411 feet of the North 1,149 feet of said Lot 8, lying between the County Road to Peck and Big Canyon Creek.

PARCEL 2

A portion of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3, Township 36 North, Range 1 West, Boise Meridian, Nez Perce County, Idaho comprising 8 acres more or less.

More particularly described as:

Beginning at a point on the North line of said NW $\frac{1}{4}$ SE $\frac{1}{4}$, which is 653 feet West of the westerly right-of-way line of the County road; thence East 158 feet; thence South 110 feet; thence East 495 feet to the Westerly right-of-way line of said County road; thence Southerly along said Westerly right-of-way 758 feet; thence West 422 feet; thence Northwesterly to the Point of Beginning;

EXCEPTING THE FOLLOWING PARCEL DESCRIBED AS:

Beginning at a point on the North line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 3, 653 feet West of the Westerly right-of-way line of the County road; thence East 158 feet; thence South 110 feet; thence East 79 feet to the Real Point of Beginning; thence South 208 feet; thence East 416 feet to the County road right-of-way; thence Northerly along said right-of-way line to a point due East of the Real Point of Beginning; thence West to the Real Point of Beginning;

Containing approximately 2 acres.

RECEIVED
AUG 18 1987

Department of Water Resources
Northern District Office

RECEIVED

AUG 19 1987

Department of Water Resources

IDENT. NO. 83-4098

WATER RIGHT
DATA ENTRY LOG

[illegible]



STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES
NORTHERN DISTRICT
4055 Government Way
667-6484

COEUR D' ALENE, IDAHO 83814

MAY 22, 1978

Re: Claim No. 85-4098

Mr. Gary L. Palmer
Rt. 1, Box 4A
Peck, ID 83545

Dear Mr. Palmer:

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

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

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

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

Sincerely,

ROBERT G. HAYNES, P.E.
Regional Supervisor

RGH:ab

Enclosure

1. NAME
 2. ADDRESS
 3. CITY
 4. STATE
 5. ZIP
 6. PHONE
 7. TELETYPE
 8. TELEFAX
 9. EMAIL
 10. DATE
 11. TIME
 12. LOCATION
 13. REMARKS
 14. INITIALS
 15. SIGNATURE
 16. DATE
 17. TIME
 18. LOCATION
 19. REMARKS
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 247. REMARKS
 248. INITIALS
 249. SIGNATURE
 250. DATE



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NORTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

May 4, 1978

RE: Claim No. 85-4098

Lewiston Morning Tribune
505 C St
Lewiston, Id 83501

Gentlemen:

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

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

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

Very truly yours,

ROBERT G. HAYNES, P.E.
District Supervisor

RGH:ab

Enc: Legal Notice(s)

*Bill received OK
5-22-78
[Signature]*

NOTICE OF CLAIM TO A WATER RIGHT

NO. 85-4098

Notice is hereby given that Gary L Palmer
Rt 1 Box 4A, Peck, Id
has filed a claim to a water right established by diversion and application
to beneficial use of 0.16 cubic feet per second ~~gallons per minute~~
of water from Big Canyon Creek, tributary of Clearwater River
with point of diversion in the Gov Lot 8, Sec 3, T36N, R1W, B.M., Nez Perce

The water is claimed to be used from April 1 to Oct 15 for the
irrigation of 8 acres

with a priority of 1966;
the place of use is within the NE 1/4 Sec 3, T36N, R1W, B.M.

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

C. STEPHEN ALLRED
Director

Published in the Lewiston Morning Tribune, Lewiston, Id
on May 11 and May 18, 1978

**NOTICE OF CLAIM
TO A WATER RIGHT**

No. 85-4088

Notice is hereby given that Gary L. Palmer, Rt. 1 Box 4A, Peck, ID, has filed a claim to a water right established by diversion and application to beneficial use of 0.16 cubic feet per second of water from Big Canyon Creek, tributary of Clearwater River with point of diversion in the Gov Lot 8, Sec 3, T36N, R1W, B.M. Nez Perce.

The water is claimed to be used from April 1 to Oct. 15 for the irrigation of 8 acres with a priority of 1966; the place of use is within the NW $\frac{1}{4}$ SE $\frac{1}{4}$ Sec 3, T36N, R1W, B.M.

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

C. STEPHEN ALLRED
Director

March 31, 1978

Gary L. Palmer
Rt 1 Box 4A
Peck, Id 83845

Dear Mr. Palmer,

I am returning your Application for Permit and check #92-31 in the amount of \$25.00. I am also sending a Claim to a Water Right, which I have prepared from the information on your application and from speaking with your wife on the telephone.

Before submitting the claim, check it for errors, have it notarized, and return it to this office with a \$10.00 filing fee.

If we may be of any further assistance, please do not hesitate to contact us.

Sincerely,

TOM KING
Senior Water Resources Agent

AB

Enclosure

MICROFILMED

March 31, 1978

Gary L. Palmer
Rt. 1 Box 4A
Peck, Id 83545

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Sincerely,

TOM KING
Senior Water Resource Agent

AB

Enclosure

MICROFILMED



STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NORTHERN REGION

John V. Evans
Governor

C. Stephen Allred
Director

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

May 2, 1973

RE: Claim No. 85-4093

Gary L. Palmer
Rt 1 Box 4A
Peck, Id 83545

Dear Mr Palmer,

Attached is your receipt No. 10876 in the amount of \$10.00 for the
filing fee on the above referenced item which was received in this office.

Very truly yours,

Alea Beito
Secretary

AB

Attachment