

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

1/27/2023

Water Right 78-12117 After Split

Owner Type **Name and Address**
Current Owner PAULINE DOLSBY
7 RAPID RIVER RD HC 69 BOX 42
RIGGINS, ID 83549
(208) 628-3706

Current Owner VERL DOLSBY
7 RAPID RIVER RD HC 69 BOX 42
RIGGINS, ID 83549
(208) 628-3706

Priority Date: 1/1/1907

Basis: Decreed

Status: Active

Source
RAPID RIVER

Tributary
LITTLE SALMON RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/01	11/15	0.120 CFS	
	Total Diversion		0.120 CFS	

Source and Point(s) of Diversion:

RAPID RIVER	NWNW	Sec. 5, Twp 23N, Rge 01E, IDAHO County
RAPID RIVER	NWNW	Sec. 5, Twp 23N, Rge 01E, IDAHO County

Place Of Use:

IRRIGATION within IDAHO County

			NE				NW				SW				SE					
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals	
24N	01E	32												1.1				5.1	6.2	
																			Right Acre Limit: 3.90	
																			POU Total Acres: 6.2	

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Comments:

1 djudd 1/27/2023 Split Right
Split into 78-12117 and 78-12561 due to change in ownership.

SCANNED
6707 JAN 27 2023
SCANNED
JAN 27 2023
78-12117

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

1/27/2023

2 djudd
Updated Shape

1/27/2023

POU

Dates and Other Information:

Decreed Date: 11/6/2007

Civil Case Number: 39576

Judicial District: FIFTH

State or Federal: S

Water District Number: NWD

Mitigation Plan: False

Combined Use Limits:

N/A

SubCase:

N/A

Water Supply Bank:

N/A

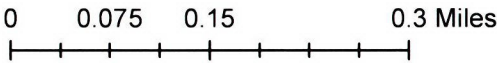
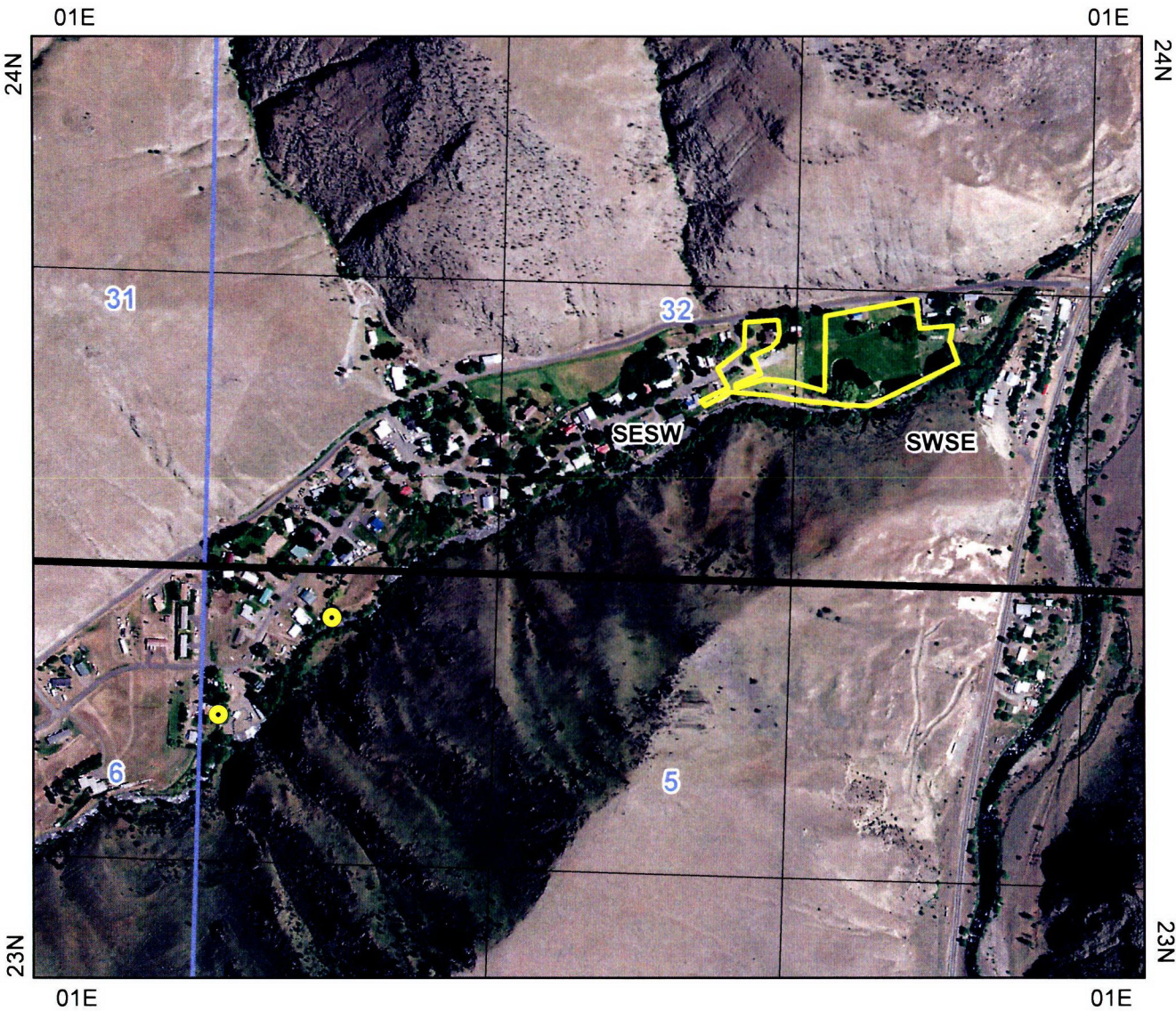
SCANNED
JAN 27 2023

State of Idaho
Department of Water Resources

Water Right

78-12117

After Split



-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters
-  Point of Diversion



IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

1/27/2023

Water Right 78-12117 Before Split

Owner Type **Name and Address**
Current Owner VERL DOLSBY
7 RAPID RIVER RD HC 69 BOX 42
RIGGINS, ID 83549
(208) 628-3706

Current Owner: PAULINE DOLSBY
7 RAPID RIVER RD HC 69 BOX 42
RIGGINS, ID 83549
(208) 628-3706

Priority Date: 1/1/1907

Basis: Decreed

Status: Active

Source **Tributary**
RAPID RIVER LITTLE SALMON RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/01	11/15	0.160 CFS	
	Total Diversion		0.160 CFS	

Source and Point(s) of Diversion:

RAPID RIVER	NWNW	Sec. 5, Twp 23N, Rge 01E, IDAHO County
RAPID RIVER	NWNW	Sec. 5, Twp 23N, Rge 01E, IDAHO County

Place Of Use:

IRRIGATION within IDAHO County

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE					
24N	01E	32														2.0	6.0	8.0	
																		Right Acre Limit: 5.00	
																		POU Total Acres: 8.0	

Conditions of Approval:

1. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Comments:

Dates and Other Information:

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

1/27/2023

Decreed Date: 11/6/2007
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Owner Name Connector: OR
Water District Number: NWD
Mitigation Plan: False

Combined Use Limits:

N/A

SubCase:

N/A

Water Supply Bank:

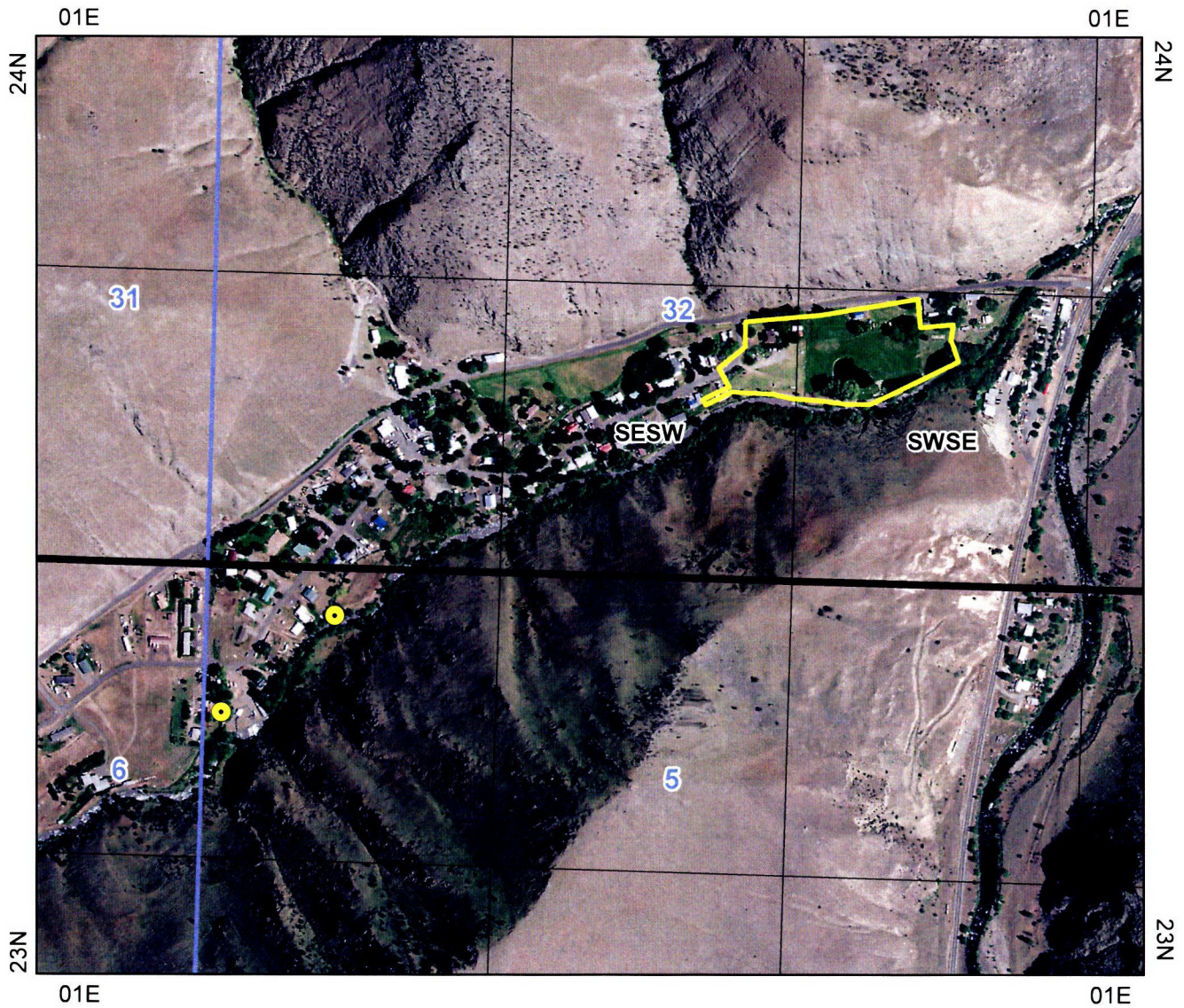
N/A

State of Idaho
Department of Water Resources

Water Right

78-12117

Before Split



0 0.075 0.15 0.3 Miles

-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters
-  Point of Diversion



RECEIVED

DEC 27 2022

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JAN 03 2023

WATER RESOURCES
WESTERN REGION

RECEIVED

JAN 11 2023

DEPARTMENT OF
WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

IDWR / NORTH

List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, [see #7](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
78-12117	Yes ☒	Yes ☐		Yes ☐	Yes ☐
78-12561	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Pauline Dolsby
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Nez Perce Tribe
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- P.O. Box 365 Lapwai ID 83540
Mailing address City State Zip
208-843-2253 kcannon@nezperce.org; kenc@nezperce.org
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 6/22/2010
6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
☐ \$25 per *undivided* water right.
☐ \$100 per *split* water right.
☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Ken Clark Digitally signed by Ken Clark
 Date: 2022.12.20 12:03:23 -08'00' Director, Water Resources Division 12/20/2022
 Signature of new owner/claimant Title, if applicable Date
Ken Clark
 Print name

Signature: _____
 Signature of new owner/claimant Title, if applicable Date

 Print name

For IDWR Office Use Only:

Received by: NS Date: 12/27/22 Receipt No. N042138 Receipt Amt. \$100
 Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
 Name on W-9 _____ Approved by _____ Processed by df Date 1/27/23

RECEIVED
JAN 11 2023

Water Right

78-12117

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 11/3/2022



Legend

- Place of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters



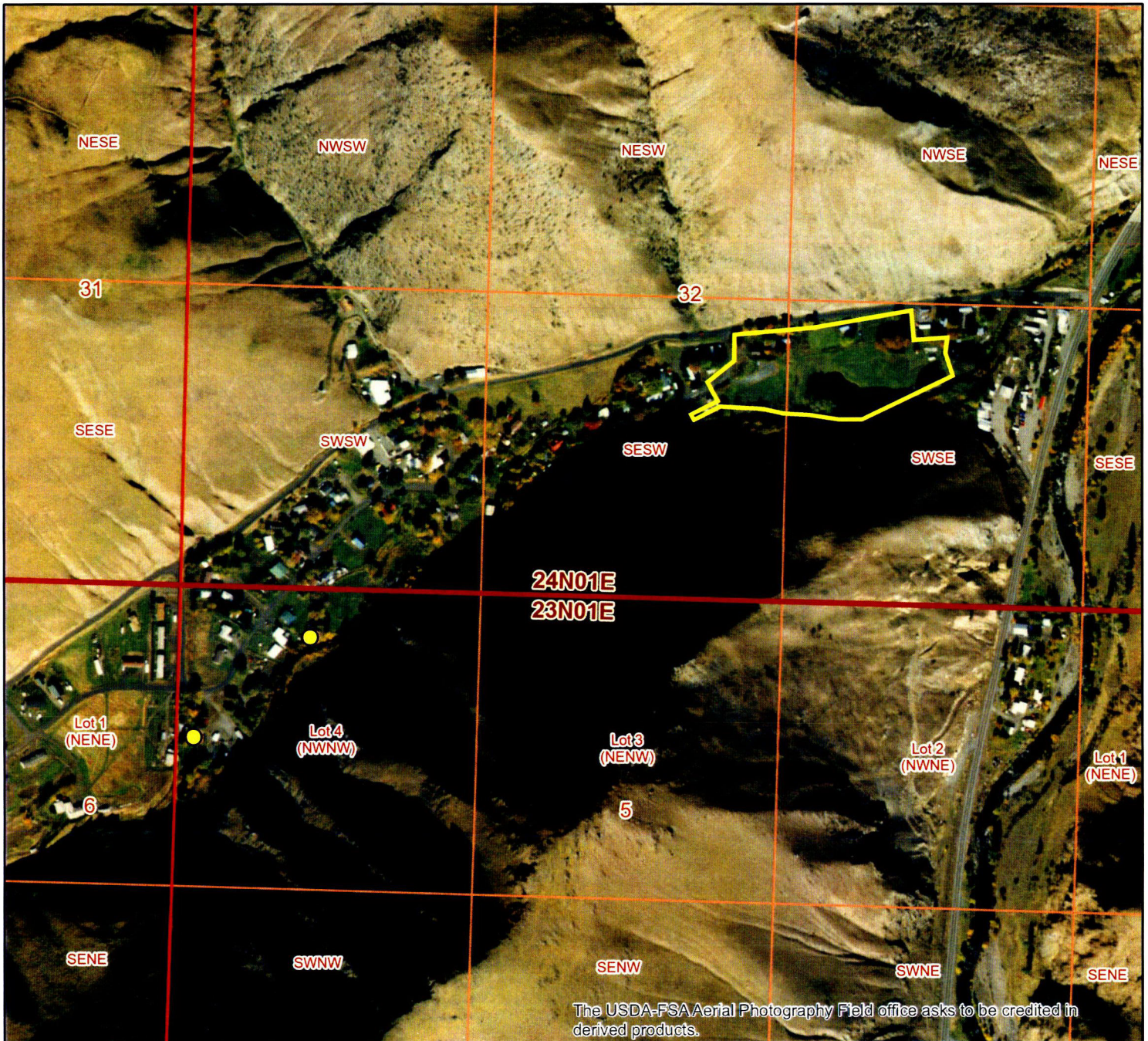
State of Idaho
Department of Water Resources

Water Right

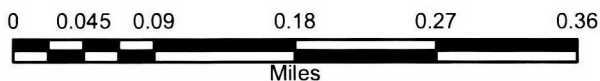
78-12117

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



Date created: 11/3/2022



Legend

- Point of Diversion
- Place of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters



Water Right Report : 78-12117(Decreed/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Current Owner	DOLSBY, PAULINE	7 RAPID RIVER RD HC 69 BOX 42	RIGGINS	ID	83549
Current Owner	DOLSBY, VERL	7 RAPID RIVER RD HC 69 BOX 42	RIGGINS	ID	83549
Original Owner	SMITH, HAROLD G	21940 APPLE LN	LAPWAI	ID	83540-6133
Original Owner	SMITH, ELLEN R	RT 1 BOX 183-B	LAPWAI	ID	83540

Water Right Status

Priority Date : 1/1/1907

Basis : Decreed

Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
RAPID RIVER		LITTLE SALMON RIVER	

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
RAPID RIVER	23N	01E	5	0		NW	NW	IDAHO	
RAPID RIVER	23N	01E	5	0		NW	NW	IDAHO	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	03/01	11/15	0.16 CFS	
TOTAL			0.16 CFS	

Places of Use

Place of Use Legal Description : IRRIGATION (IDAHO county)

Township	Range	Section	Lot	QQQ	QQ	Q	Acres
24N	01E	32		SE	SW	2	
24N	01E	32		SW	SE	6	

Irrigation Totals

Total Acres	Acre Limit
8.00	5.00

Conditions

Code Conditions

- C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Dates

Licensed Date :

Other Information

State or Federal : S

Decreed Date : 11/1/2007
Permit Proof Due Date :
Permit Proof Made Date :
Permit Approved Date :
Permit Moratorium Expiration Date :
Enlargement Use Priority Date :
Enlargement Statute Priority Date :
Application Received Date:
Protest Deadline Date:

Water District Number : NWD
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0
Civil Case Number :
Decree Plaintiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

11/3/2022

SEARCHED
INDEXED

474203

IDQD
Order No. 0016216

Instrument # 474203

IDAHO COUNTY, IDAHO,
9-10-2010 09:14:34 No. of Pages: 7
Recorded for : AMERITITLE
ROSE E. GEHRING Fee: 28.00
Ex-Officio Recorder Deputy *[Signature]*

QUITCLAIM DEED

For Value Received,

Pauline E. Dolsby , an unmarried woman

hereby conveys, releases, remises and forever quit claims unto

Nez Perce Tribe

whose address is : **P.O. Box 365, Lapwai, ID 83540**

the following premises, to wit:

All right, title and interest in and to that certain Exchange Agreement, dated July 16, 2001 and recorded in the office of the Idaho County Recorder on July 25, 2001 as Instrument No. 417905.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises, together with the appurtenances, unto the Grantee and to its heirs and assigns forever.

Dated: 8-25-10

Pauline E. Dolsby
Pauline E. Dolsby

State of Idaho)

ss

County of Idaho)

On this 25th day of August, 2010 before me Vicky K. Lowe a notary public in and for said State, personally appeared Pauline E. Dolsby known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Vicky K. Lowe
Notary Public
Residing at: Reggie, Idaho
Commission Expires: April 27, 2011



SCANNED
JAN - 11 2011

417905

EXCHANGE AGREEMENT

THIS AGREEMENT, made and entered into on this 15th day of ~~June~~ July, 2001, by and between J. VERL DOLSBY and PAULINE E. DOLSBY, husband and wife, of HC69 Box 42, Riggins, ID 83549, hereinafter referred to as the Dolsbys, and THE RAPID RIVER HOMEOWNERS ASSOCIATION WATER AND SEWER DISTRICT, a quasi-municipal corporation, of P.O. Box 316, Riggins, ID 83549, hereinafter referred to as the District,

WITNESSETH:

WHEREAS, the parties hereto are owners of certain parcels of real property which are hereinafter described and they desire to exchange the same between themselves in a two party exchange, pursuant to the terms of the Internal Revenue Code and Section 1031 thereof principally for the benefit of the Dolsbys, and they desire to carry into effect that agreement to transfer the property executed between themselves on the 26th day of December, 2000; and,

WHEREAS, the property that the Dolsbys are exchanging is described as follows, to wit:

See Schedule C, attached hereto and hereby incorporated by this reference, referred to as the Dolsby Tract, together with an easement and right of way 10 feet in width on and along the Western boundary of the remaining Dolsby property, described in Schedule D, lying adjacent to the Eastern boundary of Lot 1, Block 3 of the Rapid River Subdivision #1, which easement shall allow a ~~water~~ pipe from the new plant to be located on the property that the District is getting from Dolsbys, above-described, and continuing from the South boundary of that property further South across the remaining Dolsby property to reach Rapid River. There shall be a restriction, however, that the water pipe can only drain environmentally safe water from the newly constructed Rapid River sewer plant, if ever. Furthermore, Dolsbys will allow and are granting authority to the District to fill their remaining property South of the South border of the property that the District is acquiring to the Rapid River dike with appropriate fill material to level the property to the top of the dike in a good and workmanlike manner, and,

WHEREAS, the property that the District is exchanging is described as follows, to wit:

See Schedule C, attached hereto and hereby incorporated by this reference, referred to as the District Tract;

it being the intention that concurrently with the execution of this agreement the parties will sign reciprocal Deeds transferring the original property to each other, and,

WHEREAS, as part of the exchange there are certain additional promises that the District has made to the Dolsbys and the Dolsbys have made to the District, which are hereinafter specifically addressed; and,

WITHEREAS, the parties desire that the closing of the transaction will be done by the

EXCHANGE AGREEMENT - 1

RECORDED
JAN 31 2002

EXCHANGE AGREEMENT - 2

reciprocal deed of property, one to the other, and will be done simultaneously at the closing date, which is to be the ____ day of June, 2001, and

WHEREAS, the parties agree that the values of the properties herein traded are equal so that there will be no boot required of either party, and that they will transfer the properties to each other free and clear of any encumbrances, except taxes for the current year and any special exceptions that refer to the Dolby property on Idaho County Title Company Commitment #15103 and the District property in Idaho County Title Company Commitment #15105; and

WHEREAS, the parties now desire to reduce their agreements to writing.

NOW, THEREFORE, IT IS HEREBY COVENANTED, PROMISED, AND AGREED AS FOLLOWS:

1. Subject to and conditioned upon the close of escrow and the simultaneous closing of both transactions, the Dolbys agree to convey to the District that property owned by Dolbys, above-described in Schedule C and being referred to as the Dolby Tract, and those additional easement rights described above. It is intended that the new property acquired by the District shall be used for new location of the Rapid River water and sewer plant. Simultaneously, the District agrees to convey to the Dolbys that real property owned by the District, shown in Schedule C, together with three (3) water and sewer hookups on remaining Dolby property, described in Schedule D hereto, without cost and at such time as the Dolbys might want to connect other portions of their property to the Rapid River sewer system. In such event, those hookups will not be available until the completion of the new sewer facility. Furthermore, when the Dolbys decide to use their available hookups they will be responsible for all connection materials, but will pay no hookup fee. The Dolbys will not be responsible for any costs until their hookups are actually in use after being connected to the water and/or sewer systems. Once the Dolbys are connected for any of their particular remaining properties to the water and sewer services of the District, they will pay the monthly fees for water and sewer services and abide by the rules of the Water and Sewer District as it relates to water and sewer usage only.

Additionally, the Dolbys shall not be independently obligated to comply with any of the rules or regulations of the Water and Sewer District or of the Homeowners Association for the Rapid River Subdivision.

Furthermore, with relation to the 10 foot easement for water purposes draining from the new

sewer plant, it is understood and agreed that prior to the use of any piping there should be consent from the Department of Environmental Quality to allow the use of the pipe as proposed by the District. The parties agree that any use of the pipe for water discharge shall be environmentally safe at all times and the District agrees to hold the Dolbys, their successors and assigns, free and clear of all environmental risk for the use of that pipe in the future.

It is understood that the water and sewer hookups shall be beneficial property rights that are owned by the Dolbys and can be conveyed to future owners of the Dolbys' property and not subject to any limitation, except as described in this contract. It is understood that ultimately the right to use the water and sewer hookups shall be executed in writing and will continue to be rights that the Dolbys, or their successors have so long as the District shall be in existence.

2. The parties understand that they shall execute reciprocal Warranty Deeds and there shall be only those exceptions based on the title, shown by the record, as is demonstrated by those commitments from Idaho County Title Company above mentioned. On those respective title commitments the Deeds of Trust or Mortgages reflected on each commitment will be eliminated as of the time of closing, so that each set of parties will grant the property free and clear of any mortgage interests that are reflected on those commitments.

3. Each set of parties has made their own arrangements with their respective lenders to substitute security as required by those respective lenders after the simultaneous closing occurs, so that there can be a free exchange of title without those existing circumstances.

4. The parties understand and establish an equal exchange value for the property interests that they are directly trading one to the other.

5. The parties understand and agree, that they will equally split the costs of the two title insurance policies, document preparation, any closing costs, and recording fees that are attributable in this exchange. In the event that either party has separate expenses relating to either the release of the current liens on their respective properties or the execution of new mortgages to their lenders, after the exchange occurs, the party incurring those costs will independently pay the costs of their own transactions.

6. Time is the essence of this agreement in all respects and in the event one transaction cannot close the other will not close.

7. This agreement shall not be amended or modified in any respect whatsoever, except by an

EXCHANGE AGREEMENT - 3

RECEIVED
JAN 31 2023

instrument in writing signed by all parties involved herewith. This agreement shall constitute the entire agreement of the parties with respect to the subject matter hereof and carries into effect their earlier preliminary agreements dated the 26th day of December, 2000. Reference is made to that earlier Earnest Money Agreement and is incorporated by this reference.

8. This agreement shall be binding upon the heirs, executors, successors, and assigns of each of the parties hereto as if in each covenant they were specifically mentioned.

9. Possession, use, and occupancy of the respective parties' properties shall be relinquished with the simultaneous closing of the transactions as are hereunder contemplated.

10. If the closing agent, Idaho County Title Company, Inc., is unable to close the transaction on the closing date which is expected to be the 18th day of June, 2001, the exchange closing agent shall notify the parties in writing by telefax as to why they are unable to close. If one party is the cause of the delay that party shall have five (5) days from the date of the exchange holder's notification to carry out and to cure any default, and the closing may be extended accordingly. If the default is not cured and the mortgages, for example, are not released in a timely fashion so the closing can occur, then the exchange holder shall return all documents and instruments held by it to the party depositing the same and the exchange holder's duties shall terminate, except that the parties will be liable for any costs that have been incurred up to that time.

11. As to the property that the District is relinquishing to the Dolsbys, the same is now used for the Rapid River sewer plant and will be removed upon the construction of the new sewer plant on the property that the District is getting from the Dolsbys. Thus, as to the old sewer plant, the District agrees to remove all trace of the old sewer plant from the property that the Dolsbys are receiving by April 1, 2002. The parties understand that one exception to the removal is that there may be a deeply embedded pipe underground which will be disconnected, but which will be allowed to be in the ground serving no purpose after the balance of the plant is removed.

12. The parties understand that a duplicate copy of this agreement shall be recorded in the Idaho County Recorder's Office immediately following the recording of the reciprocal deeds, so that the details of the various easement rights that the District has and the hookup rights that the Dolsbys have can be placed upon the public record.

ADDITIONAL PROVISIONS:

At the time the old sewer plant use is discontinued, the easement to it will be abandoned.

EXCHANGE AGREEMENT - 4

DEED
S.M.D.
J.E.B.
1/2/01

IN WITNESS WHEREOF, the party

have set their hands and seals the day and year

first above written

Verl Dolsby
VERL DOLSBY

Pauline E Dolsby
PAULINE E DOLSBY

RAPID RIVER HOMEOWNERS ASSOCIATION
WATER AND SEWER DISTRICT

By Gene E Hardgrove
GENE E HARDGROVE, President

ATTEST:

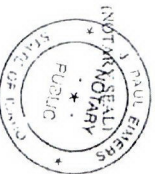
Catherine Snotthers
~~CATHERINE SNOTTHERS~~, Secretary
Kathryn

EXCHANGE AGREEMENT - 3

STATE OF IDAHO)
ss)
County of Idaho)

On this 11th day of July, 2001, before me, a Notary Public in and for said County and State, personally appeared J. VERL DOLSBY and PAULINE E. DOLSBY, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and they acknowledged to me that they freely executed the same.

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



Gene E Hardgrove
Notary Public for the State of Idaho,
Residing at Grangeville, Idaho.
My commission expires 6-24-2005

STATE OF IDAHO)
ss)
County of Idaho)

On this 22nd day of July, 2001, before me, a Notary Public in and for said County and State, personally appeared GENE E. HARDGROVE and CATHERYN SNOTTHERS, President and Secretary, respectively, of The Rapid River Homeowners Association Water and Sewer District, known to me to be the persons whose names are subscribed to the within instrument and they acknowledged to me that they freely executed the same for and on behalf of the District.

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

(NOTARY SEAL)



Vicki E. Love
Notary Public for the State of Idaho,
Residing at Emmett, Idaho.
My commission expires 4-22-2002

SCHEDULE C

Township 24 North, Range 1 East, Boise Meridian, Idaho County, Idaho

Section 32: A parcel of land that is a portion of the parcel described in Instrument No. 348804, records of Idaho County, Idaho, said parcel being more particularly described as follows: Commencing at the South Quarter Corner of said Section 32,
thence N.30°24'55"W. a distance of 935.36 feet to the Northeast Corner of Lot 1, Block 3 of Rapid River Subdivision Number One, recorded in Instrument No. 247957, records of Idaho County, Idaho, said Northeast Corner being the TRUE POINT OF BEGINNING;
thence N.63°20'17"E. along the Southerly right of way of Heath Drive a distance of 120.00 feet;
thence leaving said Southerly right of way S.26°39'43"E. along a line that is parallel to the East boundary of said Lot 1, Block 3 a distance of 90.00 feet;
thence S.63°20'17"W., along a line that is parallel to the aforesaid Southerly right of way of Heath Drive a distance of 120.00 feet to the East boundary of said Lot 1, Block 3;
thence N 26°39'43"W. along said East boundary a distance of 90.00 feet to the TRUE POINT OF BEGINNING.

File No. 15105 - District Property sold to Dolsbys

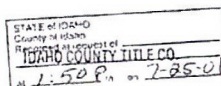
SCHEDULE C

Township 24 North, Range 1 East, Boise Meridian, Idaho County, Idaho

Section 32: A parcel of land sometimes referred to as Assessor's Tax No. 176, located in the SE¼SW¼, more particularly described as follows: Commencing at the South quarter corner of said Section 32, Township 24 North, Range 1 East, B.M.,
thence N.00°42'26"E., 856.8 feet to the REAL POINT OF BEGINNING;
thence N.89°17'34"W., 70.0 feet;
thence S.00°42'26"W., 50 feet to a point on the dike;
thence S.89°17'34"E., 70 feet;
thence leaving dike N.00°42'26"E., 50 feet to the POINT OF BEGINNING.

SCHEDULE D

Tax #123 North of Rapid River lying in the NE¼SW¼, Section 32, Township 24 North, Range 1 East, B.M., Idaho County, Idaho. LESS that piece that Dolsbys give to the District.



SCHEDULE C

Parcel I:

That portion of the following described property lying North of the thread of Rapid River:
Township 24 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 32:

A tract of land situated in the S½, more particularly described as follows:

Beginning at the South 1/4 corner of said Section 32;
thence N 00°42'26" E, 1150.82 feet to a 5/8"x30" rebar;
thence S 86°30'28" W, 173.52 feet;
thence S 80°39'23" W, 106.89 feet to the initial point of Rapid River Subdivision No. 1;
thence 32.26 feet along the easterly boundary of said Rapid River Subdivision No. 1, and along the arc of
a curve to the left having a central angle of 92°24'38", a radius of 20.00 feet and a long chord which
bears S 34°27'05" W, 28.87 feet;
thence S 11°45'14" E, 104.02 feet to a point of curve;
thence southwesterly 124.51 feet along the arc of a curve right having a central angle of 75°05'31", a
radius of 95.00 feet and a long chord which bears S 25°47'30"W., 115.78 feet;
thence S 63°20'16" W, 180.00 feet;
thence S 26°39'43" E, 114.00 feet to a point on the left bank of Rapid River;
thence leaving boundary of Rapid River Subdivision No. 1, S 26°39'43" E, 60 feet, more or less, to a point
on the right bank of Rapid River;
thence southwesterly, along the right bank of Rapid River approximated by the following courses and
distances:
S 49°14'30" W, 236.62 feet;
S 64°21'01" W, 237.95 feet;
S 74°28'10" W, 237.16 feet;
S 58°57'30" W, 441.18 feet;
S 76°15'26" W, 189.42 feet;
S 58°35'32" W, 127.71 feet;
to a point on the South boundary of said Section 32;
thence leaving river, N 89°53'05" E, 1686 feet to the Point of Beginning.
Sometimes known as Assessor's Tax No. 123.

SAVING AND EXCEPTING THEREFROM the following described tract:

Commencing at the South 1/4 corner of said Section 32;
thence N 00°42'26" E, 856.8 feet to the Real Point of Beginning;
thence N 89°17'34" W, 70.0 feet;
thence S 00°42'26" W, 50 feet to a point on the dike;
thence S 89°17'34" E, 70 feet;
thence leaving dike N 00°42'26" E, 50 feet to the Point of Beginning.
Sometimes known as Assessor's Tax No. 176.

ALSO LESS:

A parcel of land that is a portion of the parcel described in Instrument No. 348804, records of Idaho
County, Idaho, said parcel being more particularly described as follows:

SCHEDULE C
(Continued)

Commencing at the South 1/4 corner of said Section 32,
thence N 30°24'55" W, 935.36 feet to the Northeast Corner of Lot 1, Block 3 of Rapid River Subdivision
Number One, recorded in Instrument No. 247957, records of Idaho County, Idaho, said Northeast Corner
being the True Point of Beginning;
thence N 63°20'17" E along the southerly right of way of Heath Drive, 120.00 feet;
thence leaving said southerly right of way S 26°39'43" E along a line that is parallel to the East boundary
of said Lot 1, Block 3, 90.00 feet;
thence S 63°20'17" W, along a line that is parallel to the aforesaid southerly right of way of Heath Drive,
120.00 feet to the East boundary of said Lot 1, Block 3;
thence N 26°39'43" W along said East boundary, 90.00 feet to the True Point of Beginning.
Sometimes known as Assessor's Tax No. 227.

Parcel II:

Township 24 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 32:

A parcel of land located in the SE¼SW¼, more particularly described as follows:

Commencing at the South 1/4 corner of said Section 32.;
thence N 00°42'26" E, 856.8 feet to the Real Point of Beginning;
thence N 89°17'34" W, 70.0 feet;
thence S 00°42'26" W, 50 feet to a point on the dike;
thence S 89°17'34" E, 70 feet;
thence leaving dike N 00°42'26" E, 50 feet to the Point of Beginning.
Sometimes known as Assessor's Tax No. 176.

(end schedule c)



322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little
January 30, 2023

Director Gary Spackman

NEZ PERCE TRIBE
PO BOX 365
LAPWAI ID 83540-0365

Re: Change in Water Right Ownership: 78-12117 (Split into 78-12117 and **78-12561**)

Dear Water Right Holder:

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of a portion of the above referenced water right to you. The Department has modified its records based on the information received and has enclosed a computer-generated report for you.

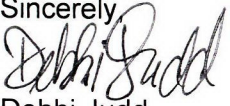
Your portion of each water right has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 287-4920 or debbi.judd@idwr.idaho.gov.

Sincerely,

Debbi Judd
Technical Records Specialist

Enclosures

c: Verl & Pauline Dolsby

[Faint handwritten notes in the bottom right corner]