Form 42-248/42-1409(6) Rev. 6/22

RECEIVED
DEC 23 2022
IDWR / NORTH

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. 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?
✓ 85-11625	Yes ☐	Yes ☐		Yes ☐	Yes ☐
✓ 85-11663	Yes ☐	Yes ☐		Yes ☐	Yes ☐
85-11664	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: 21 Ranch Inc
   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 (Mailing address) | Lapwai (City) | ID (State) | 83540 (Zip)

   208-843-2253 (Telephone) | kcannon@nezperce.org; kenc@nezperce.org (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: 8/24/2018.

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.

     SUPPORT DATA IN FILE # 85-11625
   - ☐ 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: 2022.11.10 15:53:46 -08'00') | Director, Water Resources Division | 11/10/22
   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:

Receipted by NS Date 12/23/22 Receipt No. N042127 Receipt Amt. $ 75.00

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 NS Date 1-5-23

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

INSTRUCTIONS FOR FILING A NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Idaho Code §§ 42-248 and 42-1409(6). All persons owning or claiming ownership of a water right or claim are required to provide notice to the Department of Water Resources (IDWR) of any change in ownership of any part of the water right or claim or of any change in the owner's mailing address within 120 days of the change. Forms to report ownership changes and/or to update an address are available on IDWR's website at www.idwr.idaho.gov/forms/water-rights.html. In addition, all new owners of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

A notice is required for changes in ownership from one individual to another, from an individual to a business entity (even if the business is owned by the individual), or from one business entity to another (even if both businesses are owned by the same individual). Adding or removing a name is considered an ownership change which requires the submission of evidence to support the change and the filing fee.

Separate brochures describing the adjudication of water rights and the ownership change notice requirement are available from IDWR. Please contact your nearest IDWR office if you would like more information or need help completing this form. A list of IDWR offices is on page 2 of these instructions, or you can call 1-800-451-4129. Water right information can be found on the IDWR's website using the Water Right and Adjudication Search.

Please note:

- Unlike licensed or decreed water rights and water right permits, which are real property, applications for new water right permits, applications to transfer existing water rights, and other applications are considered the personal property of the applicants. Applicants must assign their interest in an application to the new applicant. Assignment forms are available on the IDWR's website at www.idwr.idaho.gov/forms/water-rights.html, or from any IDWR office. There is no charge for assignments of applications.
- If you want to change or add a point of diversion, place of use, season of use, or purpose of use of a water right, you must file an Application for Transfer. The ownership of a water right can also be updated through the transfer process.
- The combined portions of a divided ("split") water right cannot exceed the total flow rate, volume, or period of use of the original right.
- IDWR has no jurisdiction concerning easements, rights-of-way, and zoning matters. The buyer and seller must make these provisions where necessary.
- Any action by IDWR updating the ownership of a water right in IDWR's records is not a determination of water right ownership. Water right ownership disputes arising from a notice of change in water right ownership must be resolved in a water rights adjudication or in an action to quiet title.

LINE INSTRUCTIONS:

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be divided ("split") to provide you your share of each right. Mark the box "Yes" if a division of the water right is required.

If you receive water from a municipal provider, an irrigation district or other water delivery organization, and the water rights are held by the organization, please do not use this form to record a change. Please contact the water delivery organization to determine if any action is necessary.

If you or the seller believes there are water rights for the property but you do not know the numbers, you may contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

2. Fill in the name of the current water right holder/claimant.

3. Fill in each name as listed on the conveyance document and complete the current contact information. For water rights, IDWR will update the ownership to the individual(s)/entities listed on the conveyance document. For active adjudication claims, IDWR will update the claimant information to match the conveyance document unless the new claimant provides good cause for the variance.

4. You may have acquired only a portion of the water right(s) held by the seller. If you did not acquire the entire water right/property, please check the appropriate box. Water rights are often conveyed as an appurtenance to the land where they are used, and the conveyance document for the land often does not have specific language regarding the water right. Please read your deed or other conveyance document carefully to be sure. When the conveyance document does not specifically address water rights, it will be assumed that the water rights are to be split proportionate to the amount of land acquired.

WARRANTY DEED

FOR VALUE RECEIVED, the Grantors, **TWENTY-ONE RANCH, INC.,** formerly known as **21 RANCH, INC.,** an Idaho corporation, as to Parcel I, and **MELISSA A. LAWHEAD** and **DANIEL C. LAWHEAD**, husband and wife, **ELIZABETH L. SMITH** and **CHRISTOPHER M. SMITH**, husband and wife, **J. PATRICK McCORMACK,** a single man, **MARY L. McCORMACK**, a widow, and **MARGARET H. SCHEPPKE**, Trustee of the B. Stewart McCormack Trust created under the Last Will and Testament of B. Stewart McCormack, deceased, as to Parcel II , do hereby grant, bargain, sell and convey unto **NEZ PERCE TRIBE**, the Grantee, whose address is: P.O. Box 305, Lapwai, ID 83540, the following described premises situate in Nez Perce County, State of Idaho, to wit:

Parcel I:

South half Northeast Quarter, Southeast Quarter of Section 32, Southwest Quarter Northwest Quarter, West half Southwest Quarter of Section 33, Township 34 North, Range 4 West of the Boise Meridian, Nez Perce County, State of Idaho.

East half West half, East half of Section 5, Northwest Quarter Northwest Quarter, North half Southwest Quarter, Southwest Quarter Southwest Quarter of Section 4, Northeast Quarter Northwest Quarter, Northeast Quarter, Northeast Quarter Southeast Quarter of Section 8; South half Northwest Quarter, Northeast Quarter Southwest Quarter, Lot 2 of Section 9, all in Township 33 North, Range 4 West, Boise Meridian, excepting from said Lot 2 in Section 9 all that portion thereof which lies South of the Waha-Grangeville Highway as the same is located on this date and a strip of land 20 feet in width heretofore awarded to Lewiston-Sweetwater Irrigating Company for a right-of-way by condemnation proceedings.

85-11625

Except that portion of West half Northwest Quarter Southwest Quarter, Section 4, Township 33 North, Range 4 West, Boise Meridian, Nez Perce County, State of Idaho, described as follows:

ACCEPTED AND APPROVED
AS TO FORM AND CONTENT
X
X

Beginningat the West Quarter corner of Section 4, Township 33 North, Range 4 West, Boise Meridian; thence East a distance of 115 feet to the True Place of Beginning; thence East a distance of 545 feet; thence South 800 feet; thence West 545 feet; thence North 800 feet to the Place of Beginning.

Also excepting therefrom:

Premises situate in Nez Perce County, State of Idaho, to wit:

A parcel of land in the Southeast Quarter of Section 5, and the Northeast Quarter of Section 8, Township 33 North, Range 4 West, Boise Meridian, in the County of Nez Perce, State of Idaho, and being more particularly described as follows:

Commencingat the Southeast corner of Section 5, Township 33 North, Range 4 West, Boise Meridian, (a brass cap monument in concrete) from which the Northeast corner of Section 5 bears North 01°11'51" East, 5321.75 feet; thence from said southeast corner North 65°58'03" West for 3739.81 feet to a point; thence South 44°56'18" East along a fence line for 581.43 feet; thence South 76°03'16" East for 441.83 feet; thence South 84°24'59" East along said fence for 421.57 feet to the True Point of Beginning; thence South 84°24'59" East for 63.74 feet; thence South 62°08'16" East for 97.11 feet; thence South 44°05'36" East for 823.51 feet; thence North 89°56'31" East for 283.60 feet, more or less, to the West right-of-way of Waha Road (County Road #540N) as described in the right-of-way deed recorded as Instrument No. 333749 with the County Recorders Office; said point being on a curve; thence along said right-of-way of a non-tangent curve having a radius of 882.19 feet and a central angle of 19°23'43" and a long chord of 297 21 feet that bears South 03°34'14" East for an arc length of 298.63 feet; thence South 06°07'37" West along said right-of-way for 261.91 feet to its intersect with the North right-of-way of Redbird Road (County Road #567) said right-of-way being 50 feet wide by Prescriptive Rights; thence along said North right-of-way South 65°13'01" West for 28.64 feet to the beginning of a curve; thence along said curve having a radius of 412.09 feet and a central angle of 29°13'19" and a long chord of 207.90 feet that bears South 79°49'41" West, for an arc length of 210.17 feet; thence North 85°33'40" West for 746.13 feet to the beginning of a curve; thence along said curve having a radius of 632.27 feet and a central angle of 4°14'40" and a long chord of 46.83 feet that bears North 87°41'00" West, for an arc length of 46.84 feet; thence leaving said North right-of-way and running North 01°11'51" East for 1189.14 feet to the Point of Beginning.

Further excepting therefrom:

Parcel II:

Township 33 North, Range 4 West of the Boise Meridian, Nez Perce County, State of Idaho

Section 4: Southeast Quarter Southwest Quarter
Section 9: North half Northwest Quarter, Lot 1

85-11616

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantee, its successors and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee that they are the owners in fee simple of said premises; that the premises are free from all encumbrances, and that they will warrant and defend the same from all lawful claims whatsoever except general taxes and assessments for the year 2018; Rights of the State of Idaho in and to that portion of said premises, if any, lying in the bed or former bed of the Mud Lake, if it is navigable; Any question of location, boundary or area related to the Mud Lake, including, but not limited to, any past or future changes in it; Any prohibition or limitation on the use, occupancy, or improvements of the Land resulting from the rights of the public, appropriators, or riparian owners to use any waters, which may now cover the Land or to use any portion of the Land which is now or may formerly have been covered by water; The right of use, control, or regulation by the United States of America in exercise of power over navigation; Any difference in the mean high water line of the Mud Lake and the meander line as shown by government survey which affects Southeast Quarter Northwest Quarter and Northeast Quarter Southwest Quarter of Section 9, Township 33 North, Range 4 West; Rights of the State of Idaho in and to that portion of said premises, if any, lying in the bed or former bed of the unnamed creek, if it is navigable which affects East half of the West half of Section 33, Township 34 North, Range 4 West; Rights of the State of Idaho in and to that portion of said premises, if any, lying

Premises situate in Nez Perce County, State of Idaho, to wit:

A parcel of land in the Southeast Quarter of Section 5, and the Northeast Quarter of Section 8, Township 33 North, Range 4 West, Boise Meridian, in the County of Nez Perce, State of Idaho, and being more particularly described as follows: Commencing at the Southeast corner of Section 5, Township 33 North, Range 4 West, Boise Meridian (a brass cap monument in concrete) from which the Northeast corner of Section 5 bears North 01°11'51" East, 5321.75 feet; thence from said Southeast corner North 65°58'03" West for 3739.81 feet to the True Point of Beginning thence South 44°56'18" East along a fence line for 581.43 feet; thence South 76°03'16" East for 441.83 feet; thence South 84°24'59" East for 421.57 feet; thence leaving said fence line and running South 01°11'51" West for 1189.14 feet to a point on a curve on the North right-of-way of Redbird Road (County Road #567) said right-of-way being 50.0 feet wide by Prescriptive Rights; thence along said right-of-way on a non-tangent curve having a radius of 632.27 feet and a central angle of 35°00'48" and a long chord of 380.40 feet that bears South 72°41'16" West, for an arc length of 386.38 feet; thence South 55°10'52" West for 274.77 feet to the beginning of a curve; thence along said curve having a radius of 401.47 feet and a central angle of 48°59'36" and a long chord of 332.93 feet that bears South 30°41'04" West, for an arc length of 343.29 feet; thence South 06°11'16" West for 131.23 feet to the beginning of curve; thence along said curve having a radius of 73.93 feet and a central angle of 147°46'15" and a long chord of 142.04 feet that bears South 80°04'23" West, for an arc length of 190.66 feet; thence North 26°02'29" West for 137.09 feet to the beginning of a curve; thence along said curve having a radius of 218.69 feet and a central angle of 62°09'24" and a long chord of 225.77 feet that bears North 57°07'11" West, for an arc length of 237.24 feet; thence North 88°11'53" West for 7.41 feet to the beginning of a curve; thence along said curve having a radius of 380.77 feet and a central angle of 54°24'59" and a long chord of 348.20 feet that Bears South 64°35'37" West, for an arc length of 361.63 feet; thence South 37°23'08" West for 157.69 feet to the beginning of a curve; thence along said curve having a radius of 1205.89 feet and a central angle of 11°40'47" and a long chord of 245.39 feet that bears South 31°32'44" West, for an arc length of 245.82 feet; thence South 25°42'21" West for 170.40 feet, more or less, to the South line of the North half, Northwest Quarter of Section 8; thence along said line North 89°39'58" West for 58.12 feet to its intersect with a fence line locally accepted as the West line of the East half, Northwest Quarter of Section 8; thence along said fence North 00°51'21" East along the locally accepted 1/16 line of Sections 8 and 5 for 2914.72 feet to its intersect with an Easterly fence line; thence South 83°30'27" East for 566.46 feet, more or less, to the Point of Beginning.

in the bed or former bed of the unnamed creek, if it is navigable which affects the West half of the Southwest Quarter and the Southwest Quarter Northwest Quarter of Section 33, Township 34 North, Range 4 West; Ditch, road and public utility easements as the same may exist over said premises; Rights of the public in and to that portion of the premises lying within Waha Road; Rights of the public in and to that portion of the premises lying within Red Bird Road; Rights of the public in and to that portion of the premises lying within Forsman Road; An easement for the purpose shown below and rights incidental thereto as set forth in a document granted to Waha Lewiston Land and Water Company for the purpose of a 12 foot right of way across these premises for irrigation pipe line to be laid underground deep enough not to interfere with cultivation which was recorded July 10, 1907, in Book E, at Page 124, which affects a portion of Parcel II; Agreement and the terms and conditions contained therein between O. M. Collins and Tennie M. Collins, his wife, and Franklin M. Potts for the purpose of a Right of way, recorded March 9, 1926, in Book 3, at Pages 185 and 186, which affects the Southeast Quarter of Section 5 & Southwest Quarter of Section 4, Township 33 North, Range 4 West; An easement for the purpose shown below and rights incidental thereto as set forth in a document granted to Northwestern Mutual Life Insurance Company for highway purpose recorded January 21, 1944, in Book 6, at Page 365, which affects a portion of Section 8, Township 33 North, Range 4 West; An easement for the purpose shown below and rights incidental thereto as set forth in document granted to the Pacific Telephone and Telegraph Company for the purpose of Public Utilities, recorded September 24, 1945, in Book 6, at Page 553, which affects the Southwest Quarter Southwest Quarter, Northeast Quarter Southwest Quarter of Section 4 & Southeast Quarter Southeast Quarter of Section 5 & North half Northeast Quarter of Section 8, Township 33 North,

Range 4 West; An easement for the purpose shown below and rights incidental thereto as set forth in a document granted to the Washington Water Power Company for the purpose of a Right of way recorded April 15, 1958, as Instrument No. 263203, which affects the Southwest Quarter Northwest Quarter, West half Southwest Quarter of Section 33, Township 34 North, Range 4 West & Lot 5 of Section 4, Township 33 North, Range 4 West; An easement for the purpose shown below and rights incidental thereto as set forth in a document granted to the Washington Water Power Company for the purpose of a Right of way easement recorded June 3, 1959, as Instrument No. 270501, which affects the Southwest Quarter Southwest Quarter of Section 33, Township 34 North, Range 4 West; An easement for the purpose shown below and rights incidental thereto as set forth in a document granted to the State of Idaho for the purpose of a Right of way recorded December 30, 1960, as Instrument No. 280472, which affects the West half Northwest Quarter Southwest Quarter of Section 4, Township 33 North, Range 4 West; Agreement and the terms and conditions contained therein between 21 Ranch, Inc., and State of Idaho for the purpose of an Easement for use of spring water recorded January 11, 1961, as Instrument No. 280666 which affects the Northwest Quarter Southwest Quarter of Section 4, Township 33 North, Range 4 West; An easement for the purpose shown below and rights incidental thereto as set forth in a document granted to Alvin V. McCormack and Helen E. McCormack, his wife, doing business as 21 Ranch, Inc., Albert E. Schwank and Georgia M. Riggs and George S. Riggs, her husband, and Emily Zinn, heir of John Zinn, deceased, for the purpose of a Right of way, recorded September 10, 1968, as Instrument No. 333749, which affects the Southeast Quarter, South half Northeast Quarter of Section 32, Township 34 North, Range 4 West & Sections 5 and 8 of Township 33 North, Range 4 West; Reservations and exceptions

in the United States Patent, and in the act authorizing the issuance thereof recorded: October 29, 1971, as Instrument No. 354625, Official Records of Nez Perce County which affects the Southeast Quarter Northeast Quarter, North half Southeast Quarter of Section 5 and Northeast Quarter Southeast Quarter of Section 8, Township 33 North, Range 4 West; An easement for the purpose shown below and rights incidental thereto as set forth in a document granted to 21 Ranch, Inc., an Idaho Corporation, for the purpose of a Right of way recorded December 16, 1976, as Instrument No. 399889, and Re-recorded: February 25, 1977, as Instrument No. 401215, which affects the Southeast Quarter of Section 5 & Northeast Quarter of Section 8, Township 33 North, Range 4 West; An easement for the purpose shown below and rights incidental thereto as set forth in document granted to Pacific Northwest Bell Telephone Company, a Washington corporation for the purpose of Public Utilities, recorded May 21, 1990, as Instrument No. 541195, which affects the South half Northeast Quarter & Southeast Quarter of Section 32, Township 34 North, Range 4 West; An easement for the purpose shown below and rights incidental thereto as set forth in document granted to the Pacific Northwest Bell Telephone Company, a Washington corporation for the purpose of Public Utilities, recorded May 21, 1990, as Instrument No. 541196, which affects the Northeast Quarter Northwest Quarter & Northeast Quarter of Section 8, Township 33 North, Range 4 West; An easement for the purpose shown below and rights incidental thereto as set forth in document granted to the Pacific Northwest Bell Telephone Company, a Washington corporation, for the purpose of Public Utilities, recorded April 5, 1990, as Instrument No. 541199, which affects the Southeast Quarter of Section 5 & Southwest Quarter of Section 4 & North half, Northwest Quarter Southeast Quarter of Section 9, Township 33 North, Range 4 West; Rights, interests, or claims which

may exist or arise by reason of the following fact(s) shown on a survey plat entitled Record of Survey Dated April 16, 1994, Prepared by Wyatt-Jaykins Engineers and recorded January 16, 1996, as Instrument No. 604883, Fact(s) are the Location of Waha Road and Red Bird Road, which affects Portions of Section 5 and Section 8 of Township 33 North, Range 4 West; Rights, interests, or claims which may exist or arise by reason of the following fact(s) shown on a survey plat entitled Record of Survey dated November 5, 2008, Prepared by Rim Rock Consulting, Inc., recorded November 19, 2008, as Instrument No. 763065, Fact(s) fence line, which affects a portion of Section 5 of Township 33 North, Range 4 West; An easement for the purpose shown below and rights incidental thereto as set forth in a document granted to Clearwater Power Company for the purpose of a Right of way recorded August 17, 2010, as Instrument No. 783288, which affects the Northeast Quarter, Northeast Quarter Northwest Quarter & Northeast Quarter Southeast Quarter of Section 8, Township 33 North, Range 4 West; A lease with certain terms, covenants, conditions and provisions set forth therein Lessor 21 Ranch C/O Patrick McCormack and Lessee: Nez Perce County, a subdivision of the State of Idaho recorded October 10, 2014, as Instrument No. 825521, Resolution authorizing a solid waste site lease Recorded October 10, 2014, as Instrument No. 825520, which affects the Northwest Quarter Northwest Quarter & Northeast Quarter Southwest Quarter of Section 4, Township 33 North, Range 4 West; An easement for the purpose shown below and rights incidental thereto as set forth in a document granted to Clearwater Power Company for the purpose of a Right of way recorded January 13, 2016, as Instrument No. 836565, which affects the North half Northwest Quarter of Section 8, Township 33 North, Range 4 West; Unrecorded leaseholds, if any, and the rights of vendors and holders of security interest in personal property of tenants to remove

An easement for the purpose shown below and rights incidental thereto as set forth in document granted to the Pacific Northwest Bell Telephone Company, a Washington corporation for the purpose of Public Utilities, recorded May 21, 1990, as Instrument No. 541196, which affects the Northeast Quarter Northwest Quarter & Northeast Quarter of Section 8, Township 33 North, Range 4 West; An easement for the purpose shown below and rights incidental thereto as set forth in document granted to the Pacific Northwest Bell Telephone Company, a Washington corporation, for the purpose of Public Utilities, recorded April 5, 1990, as Instrument No. 541199, which affects the Southeast Quarter of Section 5 & Southwest Quarter of Section 4 & North half, Northwest Quarter Southeast Quarter of Section 9, Township 33 North, Range 4 West; Rights, interests, or claims which may exist or arise by reason of the following fact(s) shown on a survey plat entitled Record of Survey Dated April 16, 1994, Prepared by Wyatt-Jaykins Engineers and recorded January 16, 1996, as Instrument No. 604883, Fact(s) are the Location of Waha Road and Red Bird Road, which affects Portions of Section 5 and Section 8 of Township 33 North, Range 4 West; Rights, interests, or claims which may exist or arise by reason of the following fact(s) shown on a survey plat entitled Record of Survey dated November 5, 2008, Prepared by Rim Rock Consulting, Inc., recorded November 19, 2008, as Instrument No. 763065, Fact(s) fence line, which affects a portion of Section 5 of Township 33 North, Range 4 West; An easement for the purpose shown below and rights incidental thereto as set forth in a document granted to Clearwater Power Company for the purpose of a Right of way recorded August 17, 2010, as Instrument No. 783288, which affects the Northeast Quarter, Northeast Quarter Northwest Quarter & Northeast Quarter Southeast Quarter of Section 8, Township 33 North, Range 4 West; A lease with certain terms, covenants, conditions and provisions

set forth therein Lessor 21 Ranch C/O Patrick McCormack and Lessee: Nez Perce County, a subdivision of the State of Idaho recorded October 10, 2014, as Instrument No. 825521, Resolution authorizing a solid waste site lease Recorded October 10, 2014, as Instrument No. 825520, which affects the Northwest Quarter Northwest Quarter & Northeast Quarter Southwest Quarter of Section 4, Township 33 North, Range 4 West; An easement for the purpose shown below and rights incidental thereto as set forth in a document granted to Clearwater Power Company for the purpose of a Right of way recorded January 13, 2016, as Instrument No. 836565, which affects the North half Northwest Quarter of Section 8, Township 33 North, Range 4 West; Unrecorded leaseholds, if any, and the rights of vendors and holders of security interest in personal property of tenants to remove said personal property at the expiration of the term and easements, reservations, restrictions and rights-of-way of record or in use.

4. **Water Rights and Mineral Rights**. Any and all water rights owned by SELLER NO. 1 appurtenant to Parcel I, if any, and any and all water rights owned by SELLER NO. 2 appurtenant to Parcel II, if any, are included in and shall be a part of the sale of Parcel I and Parcel II.

Any and all mineral rights owned by SELLER NO. 1 appurtenant to Parcel I, if any, and any and all mineral rights owned by SELLER NO. 2 appurtenant to Parcel II, if any, are included in and shall be a part of the sale of Parcel I and Parcel II.

5. **Existing Leases.** SELLERS have an existing crop share lease with Thiessen Ranch, an Idaho partnership, for the cropland. Harvest will be completed by the date of closing and all of the crop share for the crop year 2018 shall be retained by the SELLERS.

SELLERS also have an existing pasture lease with Mike Coleman and Carol Coleman. The rent is $2,000.00 for the pasture and the lessees grow a hay crop and pay the SELLERS $15.00 a ton for the hay that the lessees harvest. The lease runs from October 1, 2017, to September 30, 2018. The SELLERS shall give written notice to the PURCHASER when the SELLERS receive the rent payment and shall issue a check to the PURCHASER for fourteen (14) days of the annual rent for the pasture and hay ground. This check shall be sent within ten (10) days after receipt by the SELLERS or if a check is received before closing, the SELLERS shall pay the fourteen (14) days rent to the PURCHASER at closing.

Both of the above referenced leases are verbal leases.

6. **Closing Date**. The parties hereto acknowledge and agree that the closing shall take place on or before September 17, 2018.

7. **Warranty Deed and Title Insurance**. SELLER NO. 1 shall execute a Warranty Deed and deliver the Warranty Deed to the closing agent conveying merchantable title to PURCHASER subject only to the exceptions hereinabove set forth in Paragraph 3 of this Purchase and Sale Agreement as to Parcel I and SELLERS NO. 2 shall execute a Warranty Deed and deliver the Warranty Deed to the closing agent conveying merchantable title to PURCHASER subject only to the exceptions hereinabove set forth in Paragraph 3 of this Purchase and Sale Agreement as to Parcel II.

The SELLERS shall purchase, at the SELLERS' expense, an Owner's Title Insurance Policy insuring title in PURCHASER subject only to the exceptions set forth in Paragraph 3 and the

standard exceptions of an Owner's Title Insurance Policy issued by Alliance Title & Escrow Corp. The amount of the title insurance policy shall be equal to the total purchase price.

8. **Closing Agent.** The parties hereto acknowledge and agree that Alliance Title & Escrow Corp shall act as the closing agent and the fees for the closing agent shall be paid one-half (1/2) by the SELLERS and one-half (1/2) by the PURCHASER.

9. **Real Property Taxes and Assessments.** The parties hereto acknowledge and agree that the real property taxes and assessments for the calendar year 2018 as to Parcel No. I shall be prorated between the parties with SELLER NO. 1 being responsible for the payment of the real property taxes and assessments for the period commencing January 1, 2018, to the day before the date of closing and the PURCHASER shall be responsible for the payment of such real property taxes and assessments for the period commencing on the closing date and ending on December 31, 2018.

The parties hereto acknowledge and agree that the real property taxes and assessments for the calendar year 2018 as to Parcel No. II shall be prorated between the parties with SELLERS NO. 2 being responsible for the payment of the real property taxes and assessments for the period commencing January 1, 2018, to the day before the date of closing and the PURCHASER shall be responsible for the payment of such real property taxes and assessments for the period commencing on the closing date and ending on December 31, 2018.

10. **Duties of Closing Agent.** The closing agent shall close this transaction at such time as the closing agent shall have received the items hereinbelow set forth from each of the parties.

A. Items to be received by the closing agent from SELLERS.

1. A statement signed by the SELLERS setting forth the amount of the purchase price and the expenses of sale to be allocated to each of the SELLERS;

2. Warranty Deed from SELLER NO. 1 conveying to PURCHASER all of its right, title and interest in the real property described as Parcel I subject only to the exceptions hereinabove set forth in Paragraph 3;

3. Warranty Deed from SELLERS NO. 2 conveying to PURCHASER all of their right, title and interest in the real property described as Parcel II subject only to the exceptions hereinabove set forth in Paragraph 3; and

4. An executed Closing Statement from SELLERS authorizing the closing agent to charge all of the expenses set forth on the Closing Statement to SELLERS and authorizing the closing agent to disburse the remaining proceeds as set forth in the closing statement.

B. Items to be received by the closing agent from PURCHASER.

1. A cashier's check or wired funds for payment of the full sum of the balance of the purchase price, plus all of the costs and expenses to be paid by PURCHASER at closing; and

2. An executed Closing Statement signed by PURCHASER authorizing the closing agent to charge all of the expenses set forth on the Closing Statement to PURCHASER.

C. Once the closing agent has received all of the items hereinabove set forth, then the closing agent shall proceed to close the transaction and the closing agent shall charge the expenses as follows:

1. Costs and expenses to be charged to SELLER NO. 1.

(i) Real property taxes and assessments for the year 2018 for Parcel I for the period commencing January 1, 2018, and ending on the day before the closing date.

(ii) A portion of one-half of the closing agent's fee as set forth on the written statement provided by the SELLERS to the closing agent.

(iii) A portion of the Premium for an Owner's Title Insurance Policy as set forth on the written statement provided by the SELLERS to the closing agent.

(iv) SELLERS shall be responsible for their own legal fees as set forth on the written statement provided by the SELLERS to the closing agent.

2. Costs and expenses to be charged to SELLERS NO. 2.

(i) Real property taxes and assessments for the year 2018 for Parcel II for the period commencing January 1, 2018, and ending on the day before the closing date.

(ii) A portion of one-half of the closing agent's fee as set forth on the written statement provided by the SELLERS to the closing agent.

(iii) A portion of the Premium for an Owner's Title Insurance Policy as set forth on the written statement provided by the SELLERS to the closing agent.

(iv) SELLERS shall be responsible for their own legal fees as set forth on the written statement provided by the SELLERS to the closing agent.

3. Costs and expenses to be charged to the PURCHASER.

(i) One-half of the closing agent's fee.

(ii) Real property taxes and assessments for the year 2018 for the period commencing on the closing date and ending December 31, 2018.

(iii) Recording fee for recording the Warranty Deeds.

(iv) PURCHASER shall be responsible for its own legal fees.

After receipt of the items set forth above in Paragraphs A and B, the closing agent shall record the Warranty Deeds. After recording the Warranty Deeds, the closing agent shall deliver the recorded Warranty Deeds and Owner's Title Insurance Policy to the PURCHASER.

11. **Miscellaneous Provisions**.

A. **Execution of Instruments**. Each of the parties hereto shall promptly execute and deliver all such documents and instruments as shall be necessary to carry out this agreement.

B. **Attorney's Fees**. In any suit or action brought to enforce any of the terms, covenants, provisions or conditions of this Purchase and Sale Agreement, the successful party shall be entitled as a part of the judgment rendered, to a reasonable attorney's fee in addition to costs allowed by

law. The parties agree that any action regarding this Purchase and Sale Agreement shall be brought in the District Court of the Second Judicial District in and for Nez Perce County, Idaho.

C. **Construction**. This agreement has been negotiated and executed within the State of Idaho and for all purposes shall be construed according to the laws of the State of Idaho.

D. **Merger**. The written terms hereof shall be deemed to contain all the terms and conditions agreed upon, it being acknowledged that there are no other conditions, representations, warranties or agreements, written or oral. No amendment or modification hereof shall be effective if not in writing and executed by the parties hereto.

E. **Counterpart Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

12. **Premises**. The PURCHASER acknowledges that it has inspected the premises and it agrees that it is purchasing the premises in "AS IS" condition.

13. **Real Estate Commissions**. Both SELLERS and PURCHASER hereby represent and warrant each to the other, that neither SELLERS nor PURCHASER have contacted or made arrangements with any real estate agent or broker pertaining to the acquisition or sale of the real property which is the subject matter of this Purchase and Sale Agreement. SELLERS and PURCHASER hereby further represent and warrant that there is no obligation on either party to pay any real estate commission or other commission to any third party pertaining to the purchase and sale of the real property which is the subject matter of this Purchase and Sale Agreement.

14. **Legal Representation.** The PURCHASER and SELLERS hereby acknowledge that this document was prepared by Steve R. Cox, of the firm, Cox & Wagner, PLLC, as attorney for the SELLERS. The PURCHASER is represented by Michael A. Lopez, legal counsel for the Nez Perce Tribe.

15. **Risk of Loss.** The risk of loss by destruction or damage to Parcel I and/or Parcel II by fire or otherwise after the date of this Purchase and Sale Agreement and prior to the Closing of the sale is to be borne by SELLER NO. 1 and/or SELLER NO. 2. If all or a substantial portion of the improvements, timber, or agricultural products on Parcel I and/or Parcel II are destroyed or damaged after the date of this Purchase and Sale Agreement and prior to the Closing and transfer of title, this Purchase and Sale Agreement shall be voidable at PURCHASER's option and in the event PURCHASER elects to void this Purchase and Sale Agreement, the earnest money shall be promptly refunded to PURCHASER.

16. **Removal of Items.** SELLERS shall have the right to go upon the real property before or after the sale, but not later than November 1, 2018, at SELLERS' sole expense and assumption of liability, to remove the siding of a wooden home that has been vacant for many years and one (1) grain bin.

17. **Consent to Transfer Community Property Interest.** CHRISTOPHER M. SMITH, the husband of ELIZABETH L. SMITH, and DANIEL C. LAWHEAD, husband of MELISSA A. LAWHEAD, are executing this Purchase and Sale Agreement for the sole purpose of binding any community property interest they may have in and to the real property described as Parcel II herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove first written.

NEZ PERCE TRIBE

McCOY OATMAN, Vice-Chairman
Nez Perce Tribal Executive Committee

MARY JANE MILES,
Assistant Secretary-Treasurer
Nez Perce Tribal Executive Committee

"PURCHASER"

TWENTY-ONE RANCH, INC.,
an Idaho corporation

J. PATRICK McCORMACK, President

MARGARET H. SCHEPPKE, Secretary

MELISSA A. LAWHEAD

ELIZABETH L. SMITH

J. PATRICK McCORMACK

DANIEL C. LAWHEAD

MARY L. McCORMACK

CHRISTOPHER M. SMITH

MARGARET H. SCHEPPKE, Trustee of the B. Stewart McCormack Trust created under the Last Will and Testament of B. Stewart McCormack, deceased

"SELLERS"

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove first written.

NEZ PERCE TRIBE

McCOY OATMAN, Vice-Chairman
Nez Perce Tribal Executive Committee

MARY JANE MILES,
Assistant Secretary-Treasurer
Nez Perce Tribal Executive Committee

"PURCHASER"

TWENTY-ONE RANCH, INC.,
an Idaho corporation

J. PATRICK McCORMACK, President

MARGARET H. SCHEPPKE, Secretary

MELISSA A. LAWHEAD

ELIZABETH L. SMITH

J. PATRICK McCORMACK

MARY L. McCORMACK

DANIEL C. LAWHEAD

CHRISTOPHER M. SMITH

MARGARET H. SCHEPPKE, Trustee of the B. Stewart McCormack Trust created under the Last Will and Testament of B. Stewart McCormack, deceased

"SELLERS"

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year hereinabove first written.

NEZ PERCE TRIBE

McCOY OATMAN, Vice-Chairman
Nez Perce Tribal Executive Committee

MARY JANE MILES,
Assistant Secretary-Treasurer
Nez Perce Tribal Executive Committee

"PURCHASER"

TWENTY-ONE RANCH, INC.,
an Idaho corporation

J. PATRICK McCORMACK, President

MARGARET H. SCHEPPKE, Secretary

MELISSA A. LAWHEAD

ELIZABETH L. SMITH

J. PATRICK McCORMACK

DANIEL C. LAWHEAD

CHRISTOPHER M. SMITH

MARY L. McCORMACK

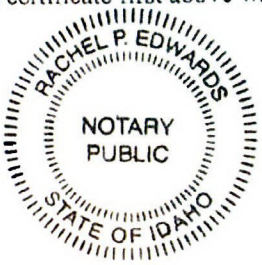
MARGARET H. SCHEPPKE, Trustee of the B. Stewart McCormack Trust created under the Last Will and Testament of B. Stewart McCormack, deceased

"SELLERS"

STATE OF IDAHO)
: ss.
County of Nez Perce)

On this 23rd day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **McCOY OATMAN** and **MARY JANE MILES** known or identified to me to be the Vice-Chairman and Assistant Secretary-Treasurer of Nez Perce Tribe that executed the instrument or the persons who executed the instrument on behalf of said Nez Perce Tribe, and acknowledged to me that such Nez Perce Tribe executed the same.

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



Rachel P Edwards
Notary Public in and for the State of Idaho
residing at LAPWAI therein.
My Commission Expires: 2/17/21

STATE OF WASHINGTON)
: ss.
County of _____)

On this _____ day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **J. PATRICK McCORMACK** known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

_____
Notary Public in and for the State of Idaho
residing at _____ therein.
My Commission Expires: _____

STATE OF IDAHO)
: ss.
County of Nez Perce)

On this _____ day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **McCOY OATMAN** and **MARY JANE MILES** known or identified to me to be the Vice-Chairman and Assistant Secretary-Treasurer of Nez Perce Tribe that executed the instrument or the persons who executed the instrument on behalf of said Nez Perce Tribe, and acknowledged to me that such Nez Perce Tribe executed the same.

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

_____
Notary Public in and for the State of Idaho
residing at _____ therein.
My Commission Expires: _____

STATE OF WASHINGTON)
: ss.
County of Whitman)

On this 24 day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **J. PATRICK McCORMACK** known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

TARA ELAINE CHITTENDEN NOTARY PUBLIC COMMISSION EXPIRES 6-15-21 STATE OF WASHINGTON

Tara Elaine Chittenden
Notary Public in and for the ~~State of Idaho~~ Washington
residing at Tekoa therein.
My Commission Expires: 6-15-21

STATE OF WASHINGTON)
: ss.
County of THURSTON)

On this 24 day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARGARET H. SCHEPPKE** known or identified to me to be the Secretary of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public
State of Washington
JUDY SARA CHOE
MY COMMISSION EXPIRES
September 09, 2019

Notary Public in and for the State of Washington residing at Olympia
My Commission Expires Sept 09 2019

STATE OF WASHINGTON)
: ss.
County of _____)

On this _____ day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **MELISSA A. LAWHEAD** and **DANIEL C. LAWHEAD**, 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.

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

Notary Public in and for the State of Washington residing at _____
My Commission Expires: _____

STATE OF WASHINGTON)
: ss.
County of _____)

On this _____ day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARGARET H. SCHEPPKE** known or identified to me to be the Secretary of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

_____
Notary Public in and for the State of Washington residing at _____
My Commission Expires: _____

STATE OF WASHINGTON)
: ss.
County of Whitman)

On this 24 day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **MELISSA A. LAWHEAD** and **DANIEL C. LAWHEAD**, 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.

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

TARA ELAINE CHITTENDEN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 6-15-21

Sara Elaine Chittenden
Notary Public in and for the State of Washington residing at Tekoa
My Commission Expires: 6-15-21

STATE OF ~~WASHINGT~~Idaho ON)
: ss.
County of Latah)

On this 24th day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **ELIZABETH L. SMITH**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

TAMARA L. HULL NOTARY PUBLIC STATE OF IDAHO

Tamara L Hull
Notary Public in and for the State of Idaho ~~Washington~~ residing at Moscow, ID
My Commission Expires: 6/25/22

STATE OF Idaho)
: ss.
County of Latah)

On this 24th day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **CHRISTOPHER M. SMITH**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

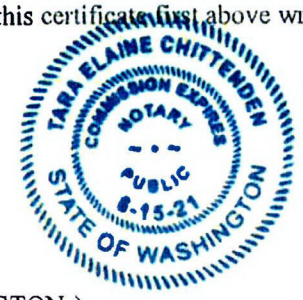
TAMARA L. HULL NOTARY PUBLIC STATE OF IDAHO

Tamara L Hull
Notary Public in and for the State of Idaho
residing at Moscow therein.
My Commission Expires: 6/25/22

STATE OF WASHINGTON)
: ss.
County of Whitman)

On this 24 day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **J. PATRICK McCORMACK**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Tara Elaine Chittenden
Notary Public in and for the State of Washington residing at Tekoa
My Commission Expires: 6-15-21

STATE OF WASHINGTON)
: ss.
County of Whitman)

On this 24 day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARY L. McCORMACK**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



Tara Elaine Chittenden
Notary Public in and for the State of Washington residing at Tekoa
My Commission Expires: 6-15-21

STATE OF WASHINGTON)
: ss.
County of Thurston)

On this 24 day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared **MARGARET H. SCHEPPKE**, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of the B. Stewart McCormack Trust created under the Last Will and Testament of B. Stewart McCormack, deceased, and acknowledged to me that she executed the same as such Trustee.

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

Notary Public
State of Washington
JUDY SARA CHOE
MY COMMISSION EXPIRES
September 09, 2019

Notary Public in and for the State of Washington residing at Olympia
My Commission Expires: Sept 09 2019

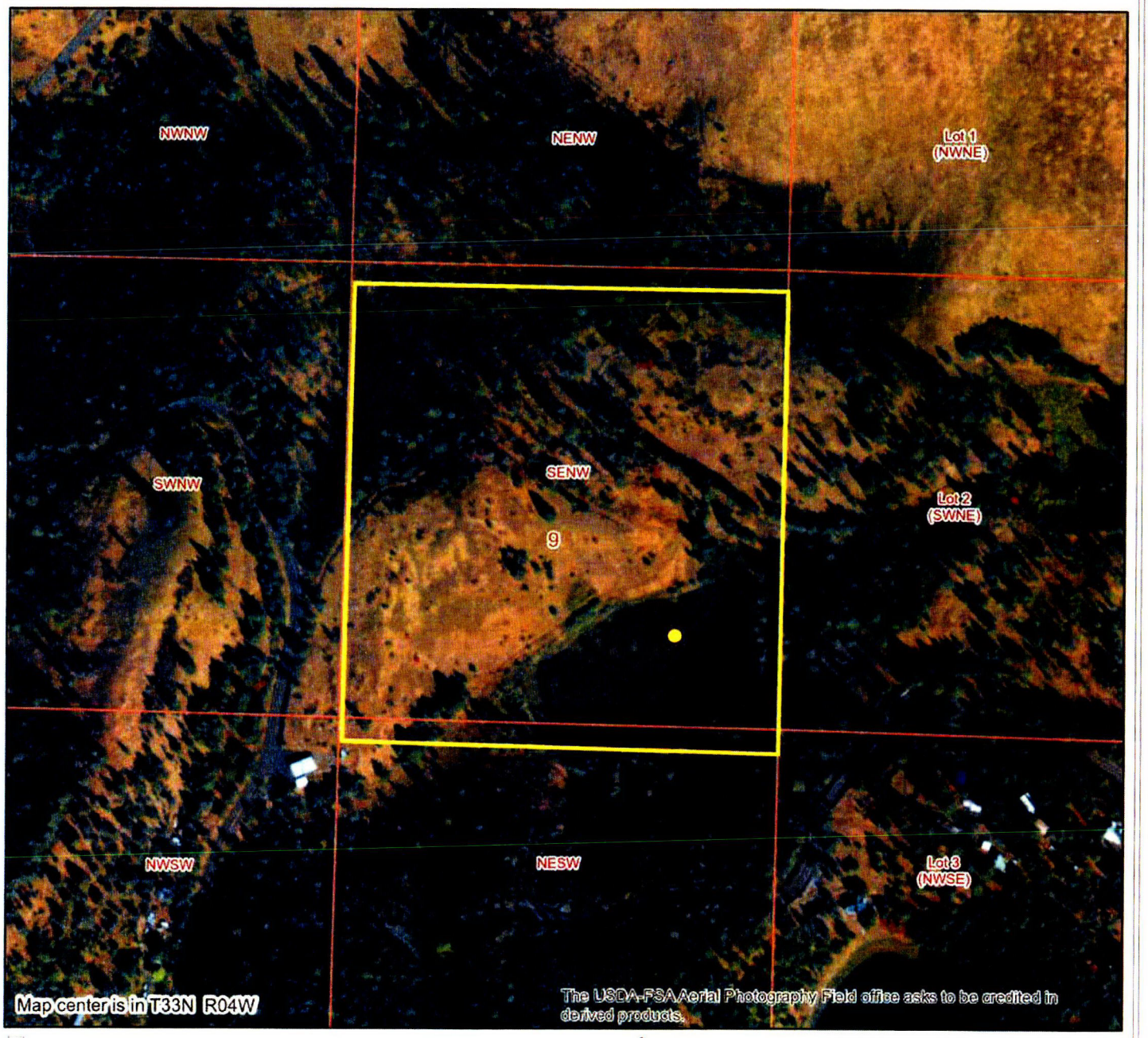
State of Idaho
Department of Water Resources

Water Right

85-11625

STOCKWATER

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.





0 0.03 0.06 0.12 0.18 0.24
Miles

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

N

IDWR

Date created: 11/3/2022

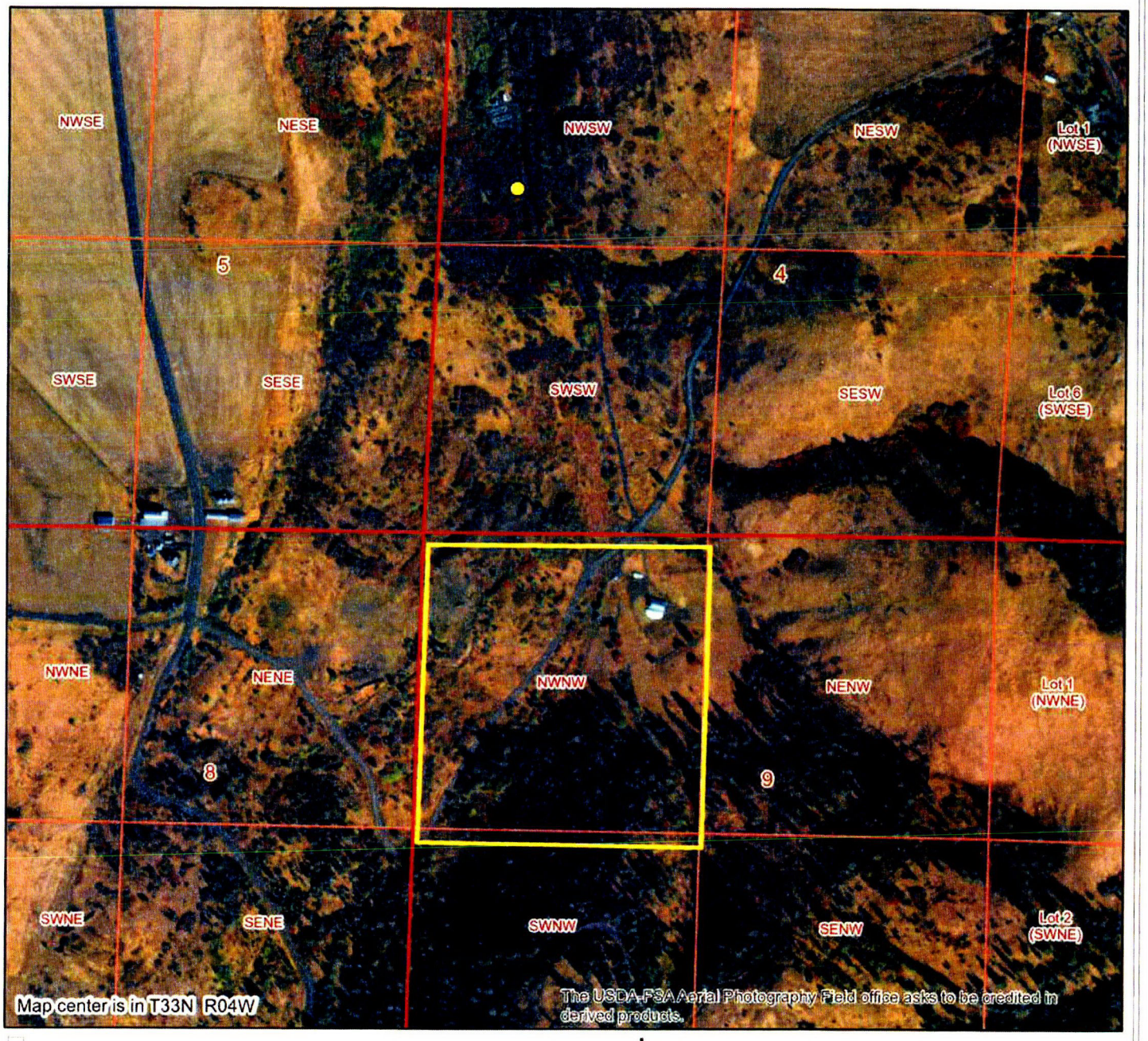
State of Idaho
Department of Water Resources

Water Right

85-11663

STOCKWATER

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.



0 0.045 0.09 0.18 0.27 0.36
Miles

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

N

Date created: 11/3/2022

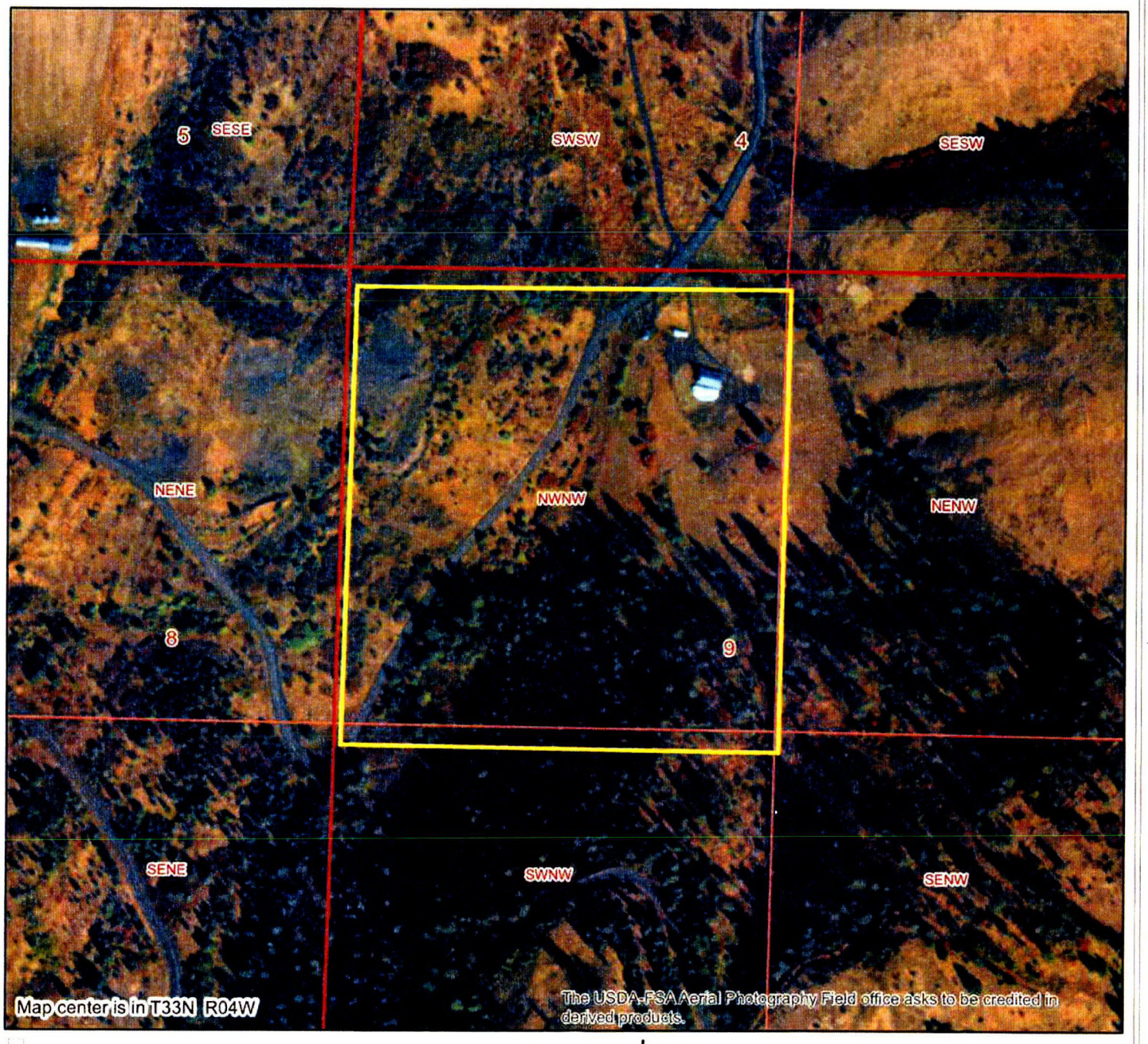
State of Idaho
Department of Water Resources

Water Right

85-11663

STOCKWATER

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.





0 0.03 0.06 0.12 0.18 0.24
Miles

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

N

Date created: 11/3/2022

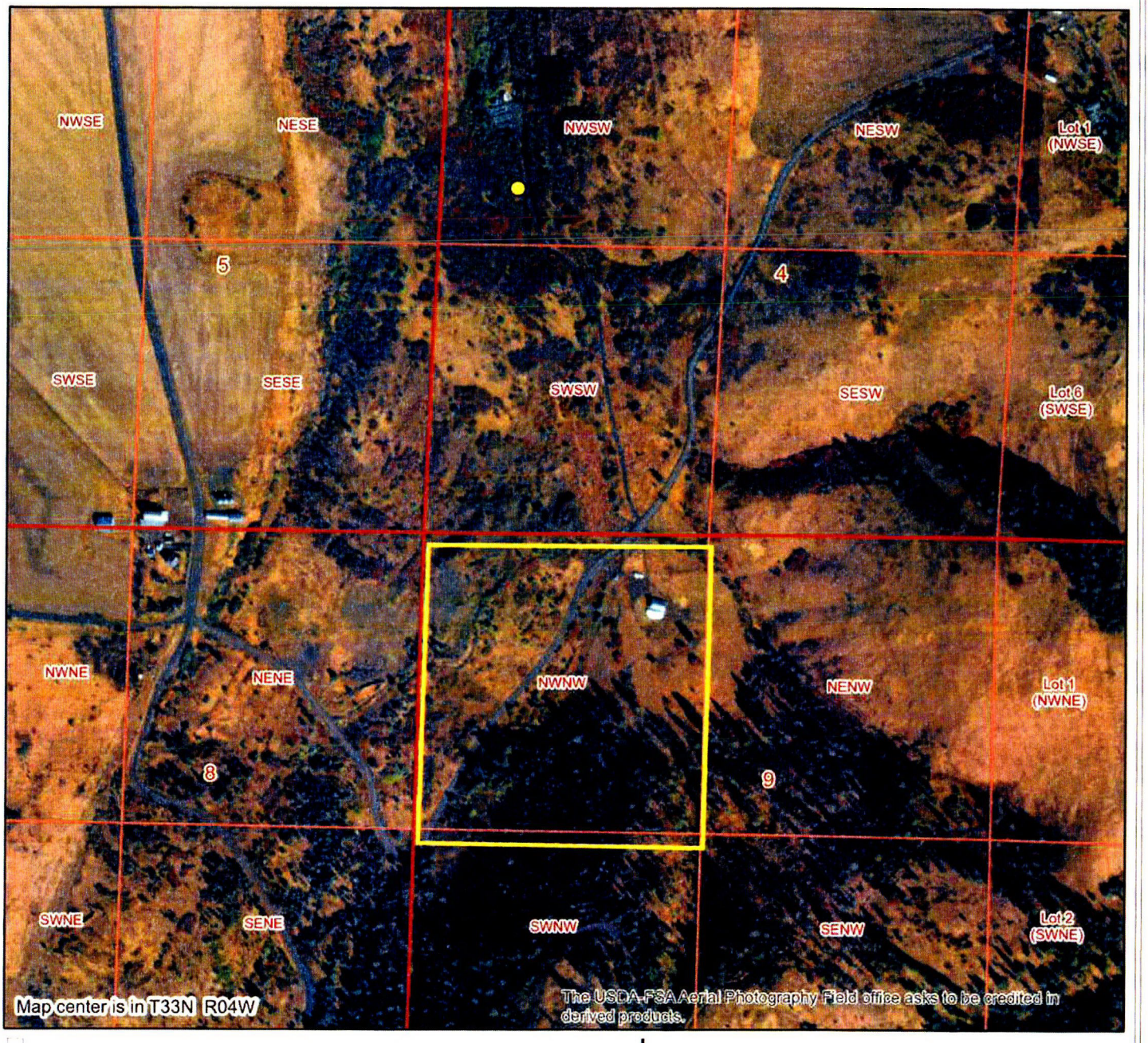
State of Idaho
Department of Water Resources

Water Right

85-11663

DOMESTIC

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.



0 0.045 0.09 0.18 0.27 0.36
Miles

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

N

Date created: 11/3/2022

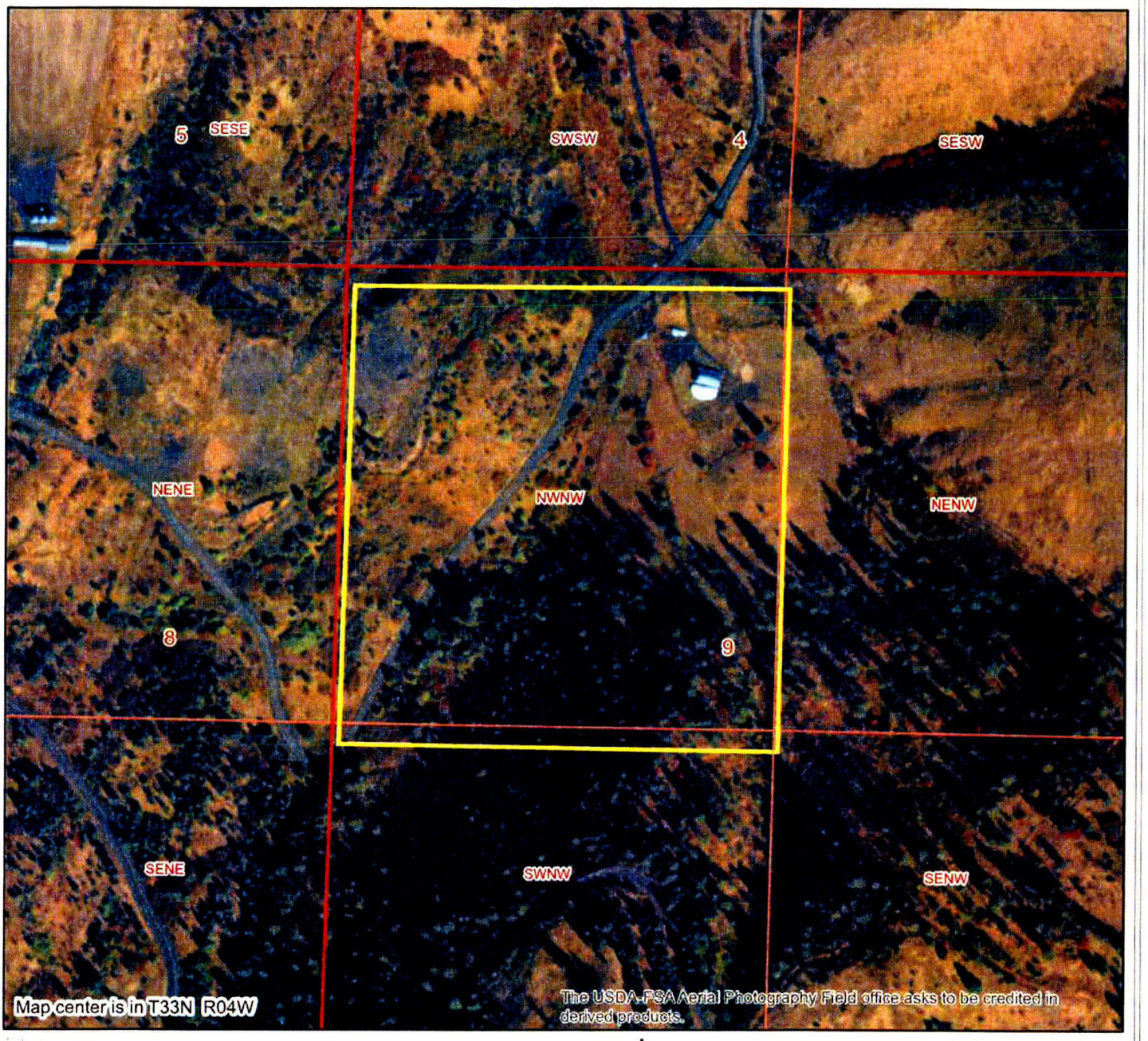
State of Idaho
Department of Water Resources

Water Right

85-11663

DOMESTIC

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.





0 0.03 0.06 0.12 0.18 0.24
Miles

Legend

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

N

Date created: 11/3/2022

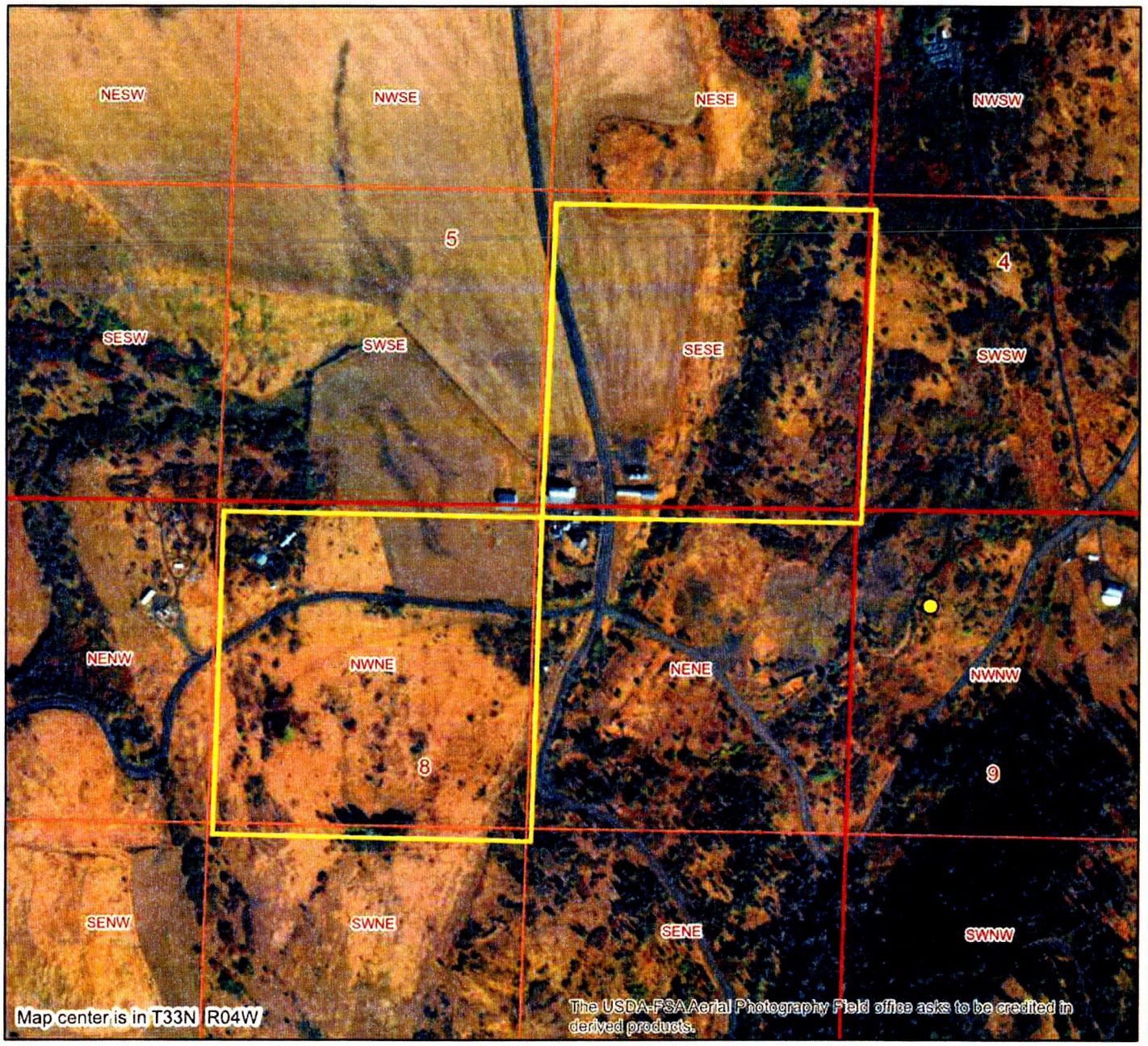
State of Idaho
Department of Water Resources

Water Right

85-11664

STOCKWATER

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.





0 0.0425 0.085 0.17 0.255 0.34

Miles

Legend

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

N

Date created: 11/3/2022

2000 DEC 29 PM 02:00
DISTRICT COURT - SRBA
TWIN FALLS CO., IDAHO
FILED _____

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA	)	PARTIAL DECREE PURSUANT TO
	)	I.R.C.P. 54(b) FOR
Case No. 39576	)	
	)	Water Right 85-11625

NAME AND ADDRESS: 21 RANCH INC
7570 WAHA ROAD
LEWISTON, ID 83501

SOURCE: SPRING TRIBUTARY: MUD LAKE

QUANTITY: 0.05 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

PRIORITY DATE: 06/01/1885

POINT OF DIVERSION: T33N R04W S09 SESENW Within Nez Perce County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Stockwater	01-01 TO 12-31	0.05 CFS

PLACE OF USE: Stockwater Within Nez Perce County
T33N R04W S09 SENW

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.

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. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.

Roger Burdick
Presiding Judge of the
Snake River Basin Adjudication

IDAHO DEPARTMENT OF
WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene, ID 83815-7763
Phone: 208-762-2800 • Fax: 208-762-2819 • Email: northerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

January 05, 2023

NEZ PERCE TRIBE
PO BOX 365
LAPWAI ID 83540-0365

Re: Change in Ownership for Water Right No(s): 85-11625, 85-11663, & 85-11664

Dear Water Right Holder(s):

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

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) 762-2813.

Sincerely,

Natalie Steading

Natalie Steading
Tech Records Specialist 1

Enclosure(s)