

**STATE OF IDAHO**  
**DEPARTMENT OF WATER RESOURCES**  
**NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.  
 Incomplete forms will be returned.

RECEIVED  
 AUG 19 2004  
 WATER RESOURCES  
 WESTERN REGION

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be transferred. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

| Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split | Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split |
|-----------------------|------------------------------|-------|-----------------------|------------------------------|-------|
| 65-03260              | (DECREED)                    |       | 65-10550B             | (0)                          |       |
| 65-10549              | (0)                          |       |                       |                              |       |
| 65-10553              | (0)                          |       |                       |                              |       |
| 65-02452              | (0)                          |       |                       |                              |       |
| 65-10551B             | (0)                          |       |                       |                              |       |

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):  
 PLAT OF PROPERTY or SURVEY MAP clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the PLAT OF PROPERTY or SURVEY MAP.

3. Name and Address of Former Owner/Claimant(s) SELMAW, H & COMB, POGUOZ
4. New Owner/Claimant(s) FORBES & MARLA LAWSON  
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 7655 Hwy 21
- City, State and ZIP Code LOWMAN ID 83637
- New Telephone Number (208) 259-3344
5. Date you acquired the property JAN 1991

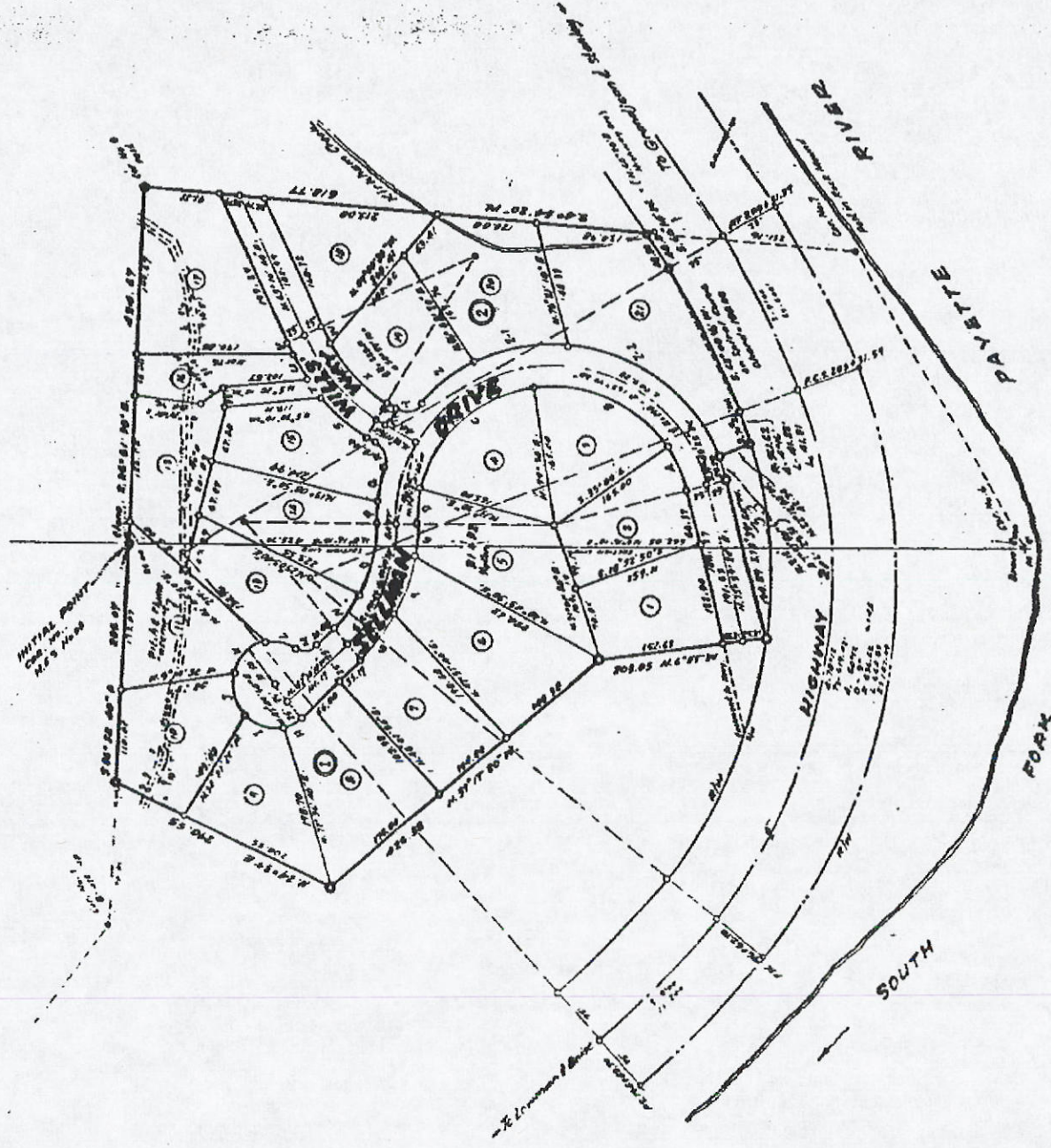
**Note:** Originals sent to S.O. 8/20/04. PD issued 11/2000

# WILL SELLMAN SUBDIVISION NO. 1

a Part of H.E.S. No. 88 in Lot 5, Section 31 & Lot 3, Section 32 T.9N, R.8E, S.4M.  
BOISE COUNTY, IDAHO

This sketch is for location purposes  
only. The Company assumes no  
liability for variations.  
SUNBELT LUMBER COMPANY  
Boise County

While this is a photographic reproduction of the  
recorded plat, the Company assumes no liability  
for variations, if any, with a re-survey



MAR 02, 1979

## PROPOSED FINDING OF WATER RIGHTS - PAYETTE RIVER DRAINAGE

\*INDICATES TOTAL\*

SOURCE: SPRINGS

TRIBUTARY TO: SOUTH FORK, PAYETTE RIVER

| RIGHT<br>NUMBER | NAME AND<br>ADDRESS                                                                                                                                                                  | PRIORITY<br>DATE | USE        | USE PERIOD<br>FROM TO | MAX AMOUNT<br>MAX RATE                     | DIVERSION<br>POINT                               | PLACE OF USE<br>AND ACREAGE                    | BASIS FOR<br>RIGHT |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------------|--------------------------------------------|--------------------------------------------------|------------------------------------------------|--------------------|
| 65-5650         | MAXWELL, MINNIE E.<br>GARDEN VALLEY, IDAHO 83622                                                                                                                                     | 3/ 1/1892        | DOMESTIC   | 1/ 1 12/31            | 1.20 AFA<br>.04 CFS                        | SENW S26<br>T 9N R 4E                            | SENW<br>S26 T 9N R 4E                          | BENEFICIAL<br>USE  |
| 65-10383        | HILLS, JAMES M.<br>P. O. BOX 46, GARDEN VALLEY,<br>IDAHO 83622<br>REMARKS: HOMESTEAD ENTRY<br>SURVEY #407.                                                                           | 4/ 1/1910        | DOMESTIC   | 1/ 1 12/31            | 1.20 AFA<br>.04 CFS                        | LOT 2 S31<br>T 9N R 6E                           | SAME AS OTHER USE                              | BENEFICIAL<br>USE  |
|                 |                                                                                                                                                                                      |                  | IRRIGATION | 4/15 10/15            | --- AFA<br>.04 CFS<br>*---*AFA<br>*.04*CFS |                                                  | LCT 2( 2)<br>S31 T 9N R 6E *2*                 |                    |
| 65-3260         | BROWN, GERRALD K. &<br>BROWN, SAUNDRA P.<br>HAVEN LODGE, LOWMAN, IDAHO<br>83637<br>REMARKS: THIS RIGHT WHEN<br>COMBINED WITH RIGHT 65-2452<br>SHALL PROVIDE NO MORE THAN .40<br>CFS. | 4/ 1/1912        | RECREATION | 1/ 1 12/31            | --- AFA<br>.02 CFS                         | LOT 3 S32<br>T 9N R 8E                           | LCT3<br>S32 T 9N R 8E                          | BENEFICIAL<br>USE  |
|                 |                                                                                                                                                                                      |                  | HEATING    | 1/ 1 12/31            | --- AFA<br>.02 CFS<br>*---*AFA<br>*.02*CFS |                                                  | SAME AS OTHER USE                              |                    |
| 65-1966         | SCENIC PROPERTIES WATERUSERS<br>ASSN.<br>C/O JOHN M. STEVENSON, GENERAL<br>DELIVERY, LOWMAN, IDAHO 83637<br>REMARKS: H. E. S. #336.                                                  | 6/ 8/1913        | DOMESTIC   | 1/ 1 12/31            | 1.20 AFA<br>.04 CFS                        | NWSE S18<br>T 9N R 9E                            | LCT3<br>S18 T 9N R 9E<br>LCT4<br>S17 T 9N R 9E | BENEFICIAL<br>USE  |
| 65-2426         | MAGUIRE, GIVENS, WILLE<br>WATERUSERS ASSOC.<br>10613 BOSWELL BLVD., SUN CITY,<br>ARIZONA 85351                                                                                       | 5/24/1938        | DOMESTIC   | 1/ 1 12/31            | 3.60 AFA<br>.04 CFS                        | LCT 2 S27<br>T 9N R 7E<br>SWNW S27<br>T 9N R 7E  | LCT2<br>S27 T 9N R 7E<br>LCT1<br>S28 T 9N R 7E | LICENSE            |
| 65-0495         | CORDER, C. R. &<br>CORDER, ALICE M.<br>GARDEN VALLEY, IDAHO 83622                                                                                                                    | 4/ 1/1949        | DOMESTIC   | 1/ 1 12/31            | 1.20 AFA<br>.04 CFS                        | LOT10 S10<br>T 8N R 5E                           | LCT10<br>S10 T 8N R 5E                         | BENEFICIAL<br>USE  |
| 65-4577         | CORDER, C. R. &<br>CORDER, ALICE M.<br>GARDEN VALLEY, IDAHO 83622                                                                                                                    | 4/ 1/1949        | DOMESTIC   | 1/ 1 12/31            | 1.20 AFA<br>.02 CFS                        | LCT 6 S11<br>T 8N R 5E<br>LOT10 S10<br>T 8N R 5E | LCT10<br>S10 T 8N R 5E                         | BENEFICIAL<br>USE  |
| 65-5667         | CORDER, C. R. &<br>CORDER, ALICE M.<br>GARDEN VALLEY, IDAHO 83622                                                                                                                    | 4/ 1/1950        | DOMESTIC   | 1/ 1 12/31            | 1.20 AFA<br>.02 CFS                        | LOT10 S10<br>T 8N R 5E                           | LCT10<br>S10 T 8N R 5E                         | BENEFICIAL<br>USE  |

V. LOT 4

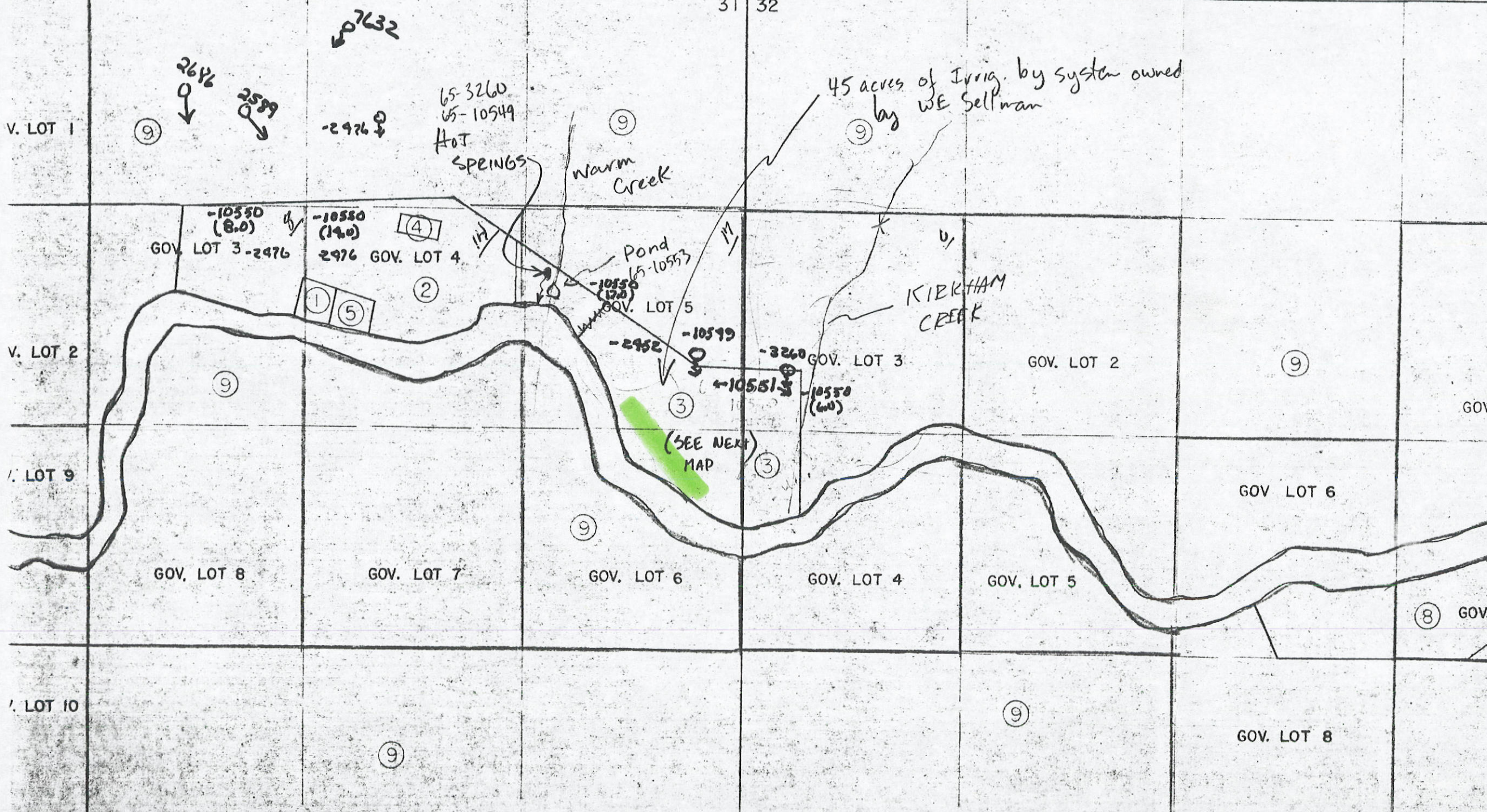
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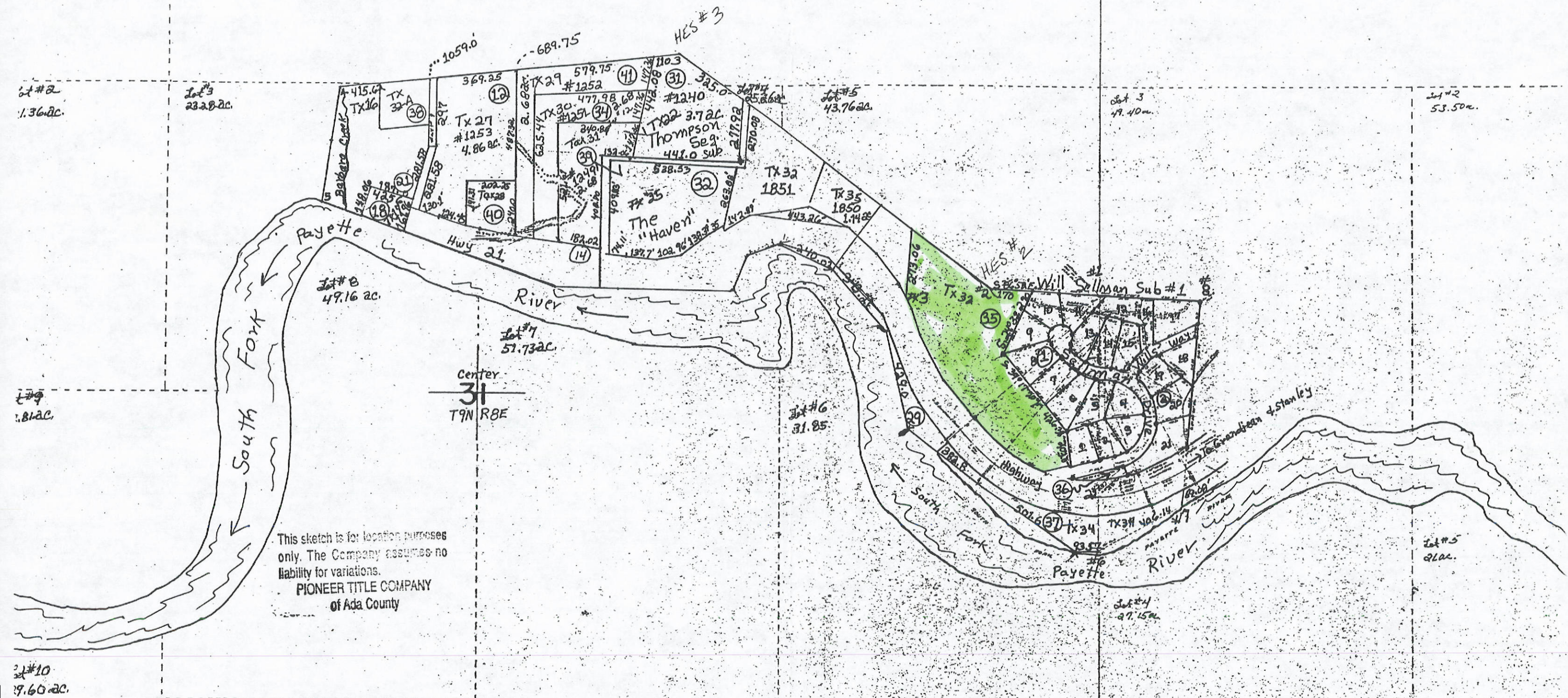
V. LOT 1

V. LOT 2

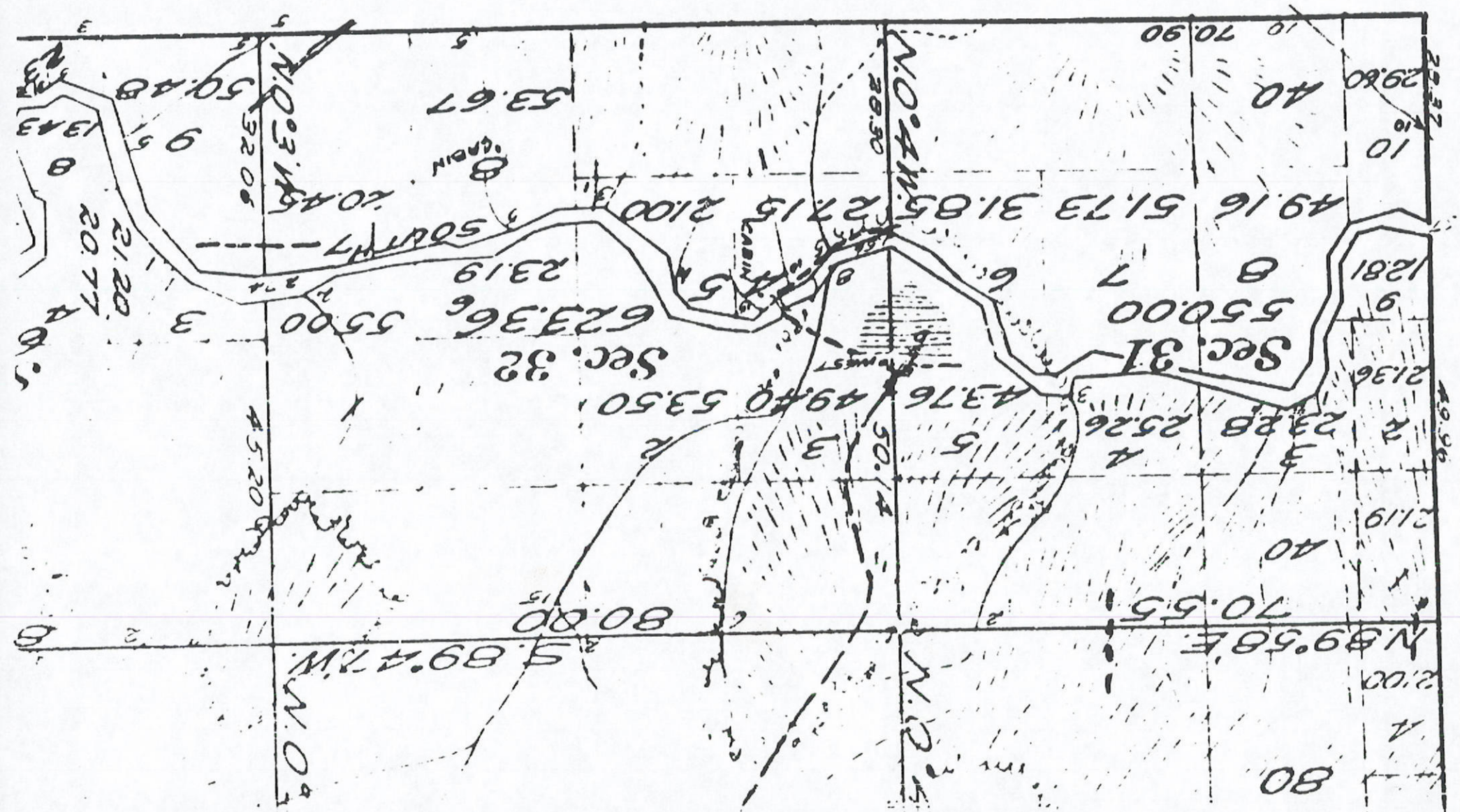
V. LOT 9

V. LOT 10





*d*                      *o*                      *o*                      *u*



STRICT  
OF GEM

## NOTICE OF CLAIM

| IDENT. NO. | MAP NO. |
|------------|---------|
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| 99         | 99      |
| 100        | 100     |

## WATER RIGHT

100

claims a right to the diversion



**THE UNIVERSITY OF CHICAGO**

Issued) April 1, 1912

**Index**

have used the right claimed:  
(Both Dates Inclusive)

To Dec. 31  
(Mo., Day)

To \_\_\_\_\_ (Mon. Day)

To \_\_\_\_\_ (Mo., Day)

Acres Feet Per Annum, \$  
Cont 645

卷之六

length of ditch and field, etc.)

appropriate box. If use is not for

[illegible]

al No. of acres

able: \_\_\_\_\_

1. The first step is to identify the problem or question that needs to be addressed. This involves understanding the context and the specific requirements of the task.

[illegible]

\_\_\_\_\_

## 1-800-368-2277

THE UNIVERSITY OF CHICAGO PRESS

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

Reclamation Engineer, Office No.:

100

man -  
Clement)

Authorized Agent)

before me, \_\_\_\_\_  
 ledged to me that ~~hampers~~ they, \_\_\_\_\_  
 \_\_\_\_\_

in Table

May 16, 1977

Will Sellman  
Haven Lodge  
Lowman, Idaho 83637

Dear Mr. Sellman:

In researching your water rights, I was able to find three adjudication claims (65-2100, 65-3260 and 65-9441) that you have filed with us.

Claim No. 65-2100 is based on a water right filing by Charles West for water out of Kirkham Creek. Mr. West held a permit that has since been cancelled for lack of submission of Proof of Beneficial Use. Thus we will recommend to the court that this claim be disallowed.

Claim No. 65-3260 is a filing on the hot springs you use at the lodge. This claim appears to be in order and will probably be recommended as it is.

Claim No. 65-9441 is a filing for domestic use in the Cascade Reservoir area.

It appears to me that for your present domestic and commercial use of water out of Kirkham Creek you have no filing with us. I suggest you stop in at our office in Boise, when it is convenient, and file an adjudication claim for your present water use out of Kirkham Creek.

As a point of information, it is my understanding of Idaho law that a water right is based on the use of public waters and thus a filing on "half the flow" of a creek is inappropriate. The filing should be on an amount; the amount that you use. I did not feel that I made this clear when I spoke with you.

If you feel that I can be of any assistance, please contact me.  
Sincerely,

BILL MACALLISTER  
Water Resource Agent

BM: rf

C O P Y



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

IN RE THE GENERAL ADJUDICATION  
OF RIGHTS TO THE USE OF WATER FROM  
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A65-03260  
Date Received: 9/13/1988  
Receipt No: X999999  
Received By: ST

NOTICE OF CLAIM TO A WATER RIGHT  
ACQUIRED UNDER STATE LAW

1. Name: W.E. SELLMAN 208-382-4718  
Address: P.O. BOX 67  
DONNELLY, ID 83615  
OR  
Name: T. LORRAINE SELLMAN 208-382-4718  
Address: P.O. BOX 67  
DONNELLY, ID 83615  
OR  
Name: DALE M. HOLCOMB 208-259-3344  
Address: HC 76, BOX 3234  
LOWMAN, ID 83637  
OR  
Name: HERMAN F. POGUE 208-259-3344  
Address: HC 76, BOX 3234  
LOWMAN, ID 83637
  2. Date of Priority: APR 01, 1912
  3. Source: SPRINGS Trib. to: PAYETTE RIVER, SOUTH FORK
  4. Point of Diversion:  

| Township | Range | Section | 1/4 of 1/4 of 1/4 | Lot | County |
|----------|-------|---------|-------------------|-----|--------|
| 09N      | 08E   | 32      |                   | 3   | BOISE  |
  5. Description of diverting works:  
CONCRETE POND, 4" PIPELINE.
  6. Water is used for the following purposes:  

| Purpose    | From  | To    | C.F.S | (or) | A.F.A. |
|------------|-------|-------|-------|------|--------|
| RECREATION | 01/01 | 12/31 | 0.020 |      |        |
| HEATING    | 01/01 | 12/31 | 0.020 |      |        |
  7. Total Quantity Appropriated is:  
0.020 C.F.S. (and/or) A.F.A.
- A65-03260 Page 1 Date: 09/13/88

MICROFILMED  
SEP 22 1992

8. Total consumptive use is                      Acre Feet Per Annum.

9. Non-irrigation uses:  
HEATING OF LODGE AND FILLING OF SWIMMING POOL

10. Place of Use:

| Township | Range | Section | 1/4 of 1/4 | Lot | Use | Acres |
|----------|-------|---------|------------|-----|-----|-------|
| 09N      | 08E   | 32      |            | 3   | REC |       |

11. Place of use in counties: BOISE

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:  
65-02452, 65-10549

14. Remarks:  
THIS RIGHT WHEN COMBINED WITH RIGHT 65-2452 SHALL PROVIDE NO  
MORE THAN .40 CFS.

15. Basis of Claim: DECREED  
Case Number:  
Court :  
Decree date:

STATE OF IDAHO

Decree Plaintiff

vs

A & C CORP., ET AL.

Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do        do not ✓ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments:   -0-  

**For Individuals:**

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): W.E. Sellman Date: 9-13-88  
Date:                     

State of Idaho )  
County of Ada ) SS.

Subscribed and sworn (or affirmed) before me this 13<sup>th</sup> day  
of September 19 88

Carter Fritschle  
Notary Public

Seal

Residing at Carter Fritschle, Notary Public  
Residing at Eagle, Idaho  
My Commission Expires March 21, 1994

**STATE OF IDAHO**  
**DEPARTMENT OF WATER RESOURCES**  
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| Water Right No(s).             | Adjudication Claim No(s). | Split | Water Right No(s). | Adjudication Claim No(s). | Split |
|--------------------------------|---------------------------|-------|--------------------|---------------------------|-------|
| <del>65-10549</del> (DECEASED) |                           |       | 65-10550B          | (D)                       |       |
| 65-10549                       | (D)                       |       |                    |                           |       |
| 65-10553                       | (D)                       |       |                    |                           |       |
| 65-02452                       | (A)                       |       |                    |                           |       |
| 65-10551B                      | (D)                       |       |                    |                           |       |

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- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):  
**PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).  
**OR**  
 If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

SOLMAN, HOLCOMB, POGUE

4. New Owner/Claimant(s)

FRED & MARLA LAWSON

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

7655 Hwy 21

City, State and ZIP Code

LOWMAN ID 83637

New Telephone Number

(208) 259-3344

5. Date you acquired the property

JAN 1991

Originals sent to S.O. 8/20/04. PD issued 11/2000

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

| DESCRIPTION OF YOUR PORTION OF WATER RIGHT<br>(If the right(s) will not be split, skip this area and proceed to item 7) |                                                                            |                                                              |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------|
| Water Right and/or Adjudication Claim Number _____                                                                      |                                                                            |                                                              |
| Water Use                                                                                                               | Diversion Rate or Volume<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other _____                                                                                                             | _____                                                                      | _____                                                        |
| <b>Total</b>                                                                                                            | _____                                                                      | _____                                                        |

| DESCRIPTION OF YOUR PORTION OF WATER RIGHT<br>(If the right(s) will not be split, skip this area and proceed to item 7) |                                                                            |                                                              |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------|
| Water Right and/or Adjudication Claim Number _____                                                                      |                                                                            |                                                              |
| Water Use                                                                                                               | Diversion Rate or Volume<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                              | _____                                                                      | _____                                                        |
| Stock                                                                                                                   | _____                                                                      | _____                                                        |
| Domestic                                                                                                                | _____                                                                      | _____                                                        |
| Other _____                                                                                                             | _____                                                                      | _____                                                        |
| <b>Total</b>                                                                                                            | _____                                                                      | _____                                                        |

7. Signature of New Owner(s) or Claimant(s) PH Lawton  
(include title if applicable) \_\_\_\_\_

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

|                                 |                     |                            |            |
|---------------------------------|---------------------|----------------------------|------------|
| <b>For Office Use Only</b>      |                     |                            |            |
| Received by <u>[Signature]</u>  | Date <u>8-19-04</u> | Fee <u>150.00</u>          |            |
| Received by <u>[Signature]</u>  | Date <u>" "</u>     | Receipt No. <u>4032134</u> |            |
| Processed by <u>[Signature]</u> | AJ Date _____       | WR _____                   | Date _____ |

206485



A Pioneer Company  
**PIONEER TITLE COMPANY**  
 OF ADA COUNTY  
 821 W. State St. / Boise, Idaho 83702  
 (208) 373-3744

Instrument # 184340  
 IDAHO CITY, BOISE COUNTY, IDAHO  
 2002-01-22 04:17:14 No. of Pages: 3  
 Recorded for : PIONEER TITLE  
 RORA A. CANODY Fee: 9.00  
 Ex-Officio Recorder Deputy *Phyllis J. Armbruster*  
 Index to: DEEDS

RECEIVED

AUG 19 2004

WATER RESOURCES  
WESTERN REGION**WARRANTY DEED**

For Value Received WILLIAM ZYLA AND DANA ZYLA, HUSBAND AND WIFE

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

FRÉD LAWSON AND MARLA LAWSON, HUSBAND AND WIFE

hereinafter referred to as Grantee, whose current address is 7655 Highway 21, Lowman, ID 83637

the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: January 11, 2002

*William Zyla*  
 William Zyla

*Dana Zyla*  
 Dana Zyla

**ACKNOWLEDGMENT - Individual**

STATE OF Arizona, County of Pima, ss.

On this 17<sup>th</sup> day of January, in the year of 2002, before me \_\_\_\_\_, notary public

personally appeared William and Dana Zyla \_\_\_\_\_, known or identified to me to be the persons \_\_\_\_\_ whose name \_\_\_\_\_ subscribed to the within instrument, and acknowledged to me that They executed the same.

Notary Public: *Phyllis J. Armbruster*

Residing at: \_\_\_\_\_

My Commission Expires: Sept 19<sup>th</sup>, 2002



**Parcel A:**

Tract North of highway: A tract of land in Homestead Entry No. 88, in Section 31, Township 9 North, Range 8 East, Boise Meridian, Boise County, Idaho, more particularly described as follows:

Beginning at the most Northerly corner of Lot 10, Block 1 of Will Sellman Subdivision No. 1, according to the plat thereof on file in the Boise County recorder's office, Idaho City, Idaho; thence South 24 degrees 39' West along the boundary line of said subdivision, 290.55 feet to a steel pin; thence South 39 degrees 17'20" East along said boundary line, 426.38 feet to a steel pin; thence South 5 degrees 55' East along said boundary line, 203.05 feet to a steel pin on the Northerly right-of-way of Idaho State Highway No. 21; thence along said right-of-way line on a curve to the right with a radius of 561.62 feet, a central angle of 31 degrees 56' and whose long chord bears North 66 degrees 32' West 308.98 feet to a point 75.0 feet left of Centerline Station 196+62.70 P.S.C.; thence along said right-of-way line on a spiral to the right whose long chord bears North 44 degrees 28'30" West 188.02 feet to a point 75.0 feet left of Centerline Station 194+62.7 P.S.; thence North 41 degrees 34' West along said right-of-way line 28.34 feet to a point 75.0 feet left of Centerline Station 194+34.36 P.T.; thence along said right-of-way line on a spiral to the right whole long chord bears North 38 degrees 41'40" West 138.07 feet to a point 75.0 feet left of Centerline Station 192+84.36 P.C.S.; thence along said right-of-way line on a curve to the right with a radius of 402.47 feet, a central angle of 6 degrees 24' and whose long chord bears North 29 degrees 22' West 44.93 feet to a point 75.0 feet left of Centerline Station 192+31.03 P.S.C.; thence North 30 degrees 12' West along said right-of-way line 141.54 feet to a point 50.0 feet left of Centerline Station 190+81.03 P.S.; thence North 25 degrees 25'40" West along said right-of-way line 72.78 feet to a point 40.0 feet left of Centerline Station 190+10; thence North 16 degrees 54'08" West along said right-of-way line 101.99 feet to a point 50.0 feet left of Centerline Station 189+15.73 P.C.S.; thence North 24 degrees 36'50" West along said right-of-way line 135.01 feet to a point 75.0 feet left of Centerline Station 188+00; thence North 37 degrees 54'45" West along said right-of-way line 143.76 feet to a point 90.0 feet left of Centerline Station 186+58.44 P.T.; thence along said right-of-way line on a spiral to the left whose long chord bears North 48 degrees 07'10" West 166.92 feet to a point 90.0 feet left of Centerline Station 185+08.44 P.C.S.; thence along said right-of-way line on a curve to the left with a radius of 483.14 feet, a central angle of 54 degrees 22' and whose long chord bears North 82 degrees 22'30" West 443.26 feet to a point 90.0 feet left of Centerline Station 181+33.50 P.S.C.; thence along said right-of-way line South 58 degrees 44'50" West 142.89 feet to a point; thence South 11 degrees 55'30" East 280.02 feet to a point; thence South 86 degrees 26'10" East 35.00 feet to a steel pin; thence South 3 degrees 02'40" East 270.08 feet to a steel pin on the line between corners 2 and 3 of the Homestead Entry Survey No. 88; thence South 53 degrees 12'50" East along said line 1316.33 feet to a brass cap marking Corner No. 2 of said H.E.S. No. 88; thence South 86 degrees 58'40" East 170.00 feet to the point of beginning.

**Parcel B:**

Tract between highway and subdivision: A tract of land in Homestead Entry No. 88, in Section 31 and 32, Township 9 North, Range 8 East, Boise Meridian, Boise County, Idaho, more particularly described as follows:

Beginning at the most Southerly corner of Lot 21, Block 2 of Will Sellman Subdivision No. 1, according to the plat thereof on file in the Boise County recorder's office, Idaho City, Idaho; thence North 22 degrees 12'30" West along the boundary of said Will Sellman Subdivision No. 1, a distance of 42.34 feet to a steel pin; thence along said boundary on a curve to the right with a radius of 215.0 feet, a central angle of 7 degrees 51'50" and whose long chord bears South 71 degrees 43'25" West 29.50 feet to a steel pin; thence South 75 degrees 39'20" West along said boundary, 194.89 feet to a steel pin on the Northerly right-of-way line of Idaho State Highway No. 21; thence along said right-of-way line on a curve to the left with a radius of 561.62 feet, a central angle of 24 degrees 00' and whose long chord bears North 85 degrees 30' East 233.54 feet to the place of beginning.

**Parcel C:**

Portion of South of highway: A tract of land in Homestead Entry Survey No. 88, Sections 31 and 32, Township 9 North, Range 8 East, Boise Meridian, Boise County, Idaho, more particularly described as follows:

Commencing at Corner No. 7 of Homestead Entry No. 88 in Section 32, Township 9 North, Range 8 East, Boise Meridian, said point being a charred post in a mound of rock; thence following a meander line along the right bank of the South Fork of the Payette River

South 60 degrees 52'20" West 406.14 feet to a brass cap meander corner, said point being on the section line between Sections 31 and 32; thence  
 South 84 degrees 04'50" West 93.57 feet along said meander line to a point; thence  
 North 55 degrees 15' West 501.60 feet along said meander line to a point; thence  
 North 52 degrees 00' West 382.80 feet along said meander line to a point; thence  
 North 12 degrees 45' West 429.00 feet along said meander line to a point; thence  
 North 41 degrees 30' West 343.21 feet along said meander line to a point; thence  
 North 65 degrees 30' West 240.03 feet along said meander line to a point on the Southerly right-of-way line of Idaho State Highway No. 21; thence along said right-of-way on a curve to the right with a radius of 320.14 feet and a central angle of 38 degrees 32'40" and whose long chord bears South 74 degrees 27'50" East 211.33 feet to a point 75.0 feet right of Centerline Station 185+08.44 P.C.S.; thence along said right-of-way line on a spiral to the right whose long chord bears  
 South 47 degrees 44'33" East 135.66 feet to a point 75.0 feet right of Centerline Station 186+58.44 P.T.; thence along said right-of-way line  
 South 44 degrees 19' East 63.36 feet to a point 75.0 feet right of Centerline Station 187+21.80 P.S.; thence along said right-of-way line on a spiral to the right whose long chord bears  
 South 40 degrees 59'35" East 136.16 feet to a point 75.0 feet right of Centerline Station 188+71.80 P.S.C.; thence along said right-of-way line on a curve to the right with a radius of 334.26 feet, a central angle of 6 degrees 09' and whose long chord bears  
 South 30 degrees 44'30" East 35.86 feet to a point 75.0 feet right of Centerline Station 189+15.73 P.C.S.; thence along said right-of-way line on a spiral to the right whose long chord bears  
 South 20 degrees 29'25" East 136.16 feet to a point 75.0 feet right of Centerline Station 190+65.73 P.T.; thence  
 South 17 degrees 10' East along said right-of-way line 15.30 feet to a point 75.0 feet right of Centerline Station 190+81.03 P.S.; thence along said right-of-way line on a spiral to the left whose long chord bears  
 South 20 degrees 16'33" East 161.68 feet to a point 75.0 feet right of Centerline Station 192+31.03 P.S.C.; thence along said right-of-way line on a curve to the left with a radius of 552.47 feet, a central angle of 6 degrees 24' and whose long chord bears  
 South 29 degrees 22' East 61.68 feet to a point 75.0 feet right of Centerline Station 192+84.36 P.C.S.; thence along said right-of-way line on a spiral to the left whose long chord bears  
 South 38 degrees 27'27" East 161.68 feet to a point 75.0 feet right of Centerline Station 194+34.36 P.T.; thence  
 South 41 degrees 34' East along said right-of-way line 28.34 feet to a point 75.0 right of Centerline Station 194+62.70 P.S.; thence along said right-of-way line on a spiral to the left whose long chord bears  
 South 44 degrees 39' East 211.55 feet to a point 75.0 feet right of Centerline Station 196+62.70 P.S.C.; thence along said right-of-way line on a curve to the left with a radius of 711.62 feet, a central angle of 60 degrees 12' and whose long chord bears  
 South 80 degrees 40' East 713.77 feet to a point 75.0 feet right of Centerline Station 203+31.59 P.C.S.; thence along said right-of-way line on a spiral to the left whose long chord bears  
 North 64 degrees 19' East 156.83 feet to the intersection of the Easterly boundary line of said Homestead Entry Survey No. 88; thence  
 South 4 degrees 54'20" West along said Easterly boundary line 69.08 feet to the point of beginning.

RECEIVED

AUG 19 2004

P-113450 J.D./CN

WATER RESOURCES  
WESTERN REGION

BOISE COUNTY IDAHO SS  
REQUEST OF

143955

WARRANTY DEED

DATE

92 JUN 18 PM 3:26

FOR VALUE RECEIVED, N. WAYNE SELLMAN, ~~NEC~~ married man dealing with his sole and separate property, the Grantor, does hereby grant, bargain, sell and convey unto ~~WILLIAM ZYLA, FRED LAWSON, ROBERT L. FRISBIE AND SCOTT A. FRISBIE~~, the Grantees, whose address is 9170 W. Cory Lane, Boise, Idaho 83704, the following described premises, to-wit: (see attached)

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said Grantees, their heirs and assigns forever. And, the said Grantor does hereby covenant to and with the said Grantees, that he is the owner in fee simple of said premises; that said premises are free from all encumbrances, except those of record, and that N. Wayne Sellman will warrant and defend the same from all lawful claims whatsoever. Grantor does not warrant the condition or fitness of the property and Grantee accepts the same "as is."

DATED this 9<sup>th</sup> day of June, 1992.

N. Wayne Sellman  
N. Wayne Sellman, Grantor

STATE OF IDAHO )  
County of Ada ) ss.

On this 9<sup>th</sup> day of June, 1992, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared N. Wayne Sellman, known 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 the day and year first above written.



Janet L. Black  
NOTARY PUBLIC FOR IDAHO  
Residing at Boise, Idaho  
My Commission Expires: 3-17-93

WARRANTY DEED  
66/09/92

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PARCEL A:

TRACT NORTH OF HIGHWAY:

A TRACT OF LAND IN HOMESTEAD ENTRY NO. 88, IN SECTION 31, TOWNSHIP 9 NORTH, RANGE 8 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 10, BLOCK 1 OF WILL SELLMAN SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF ON FILE IN THE BOISE COUNTY RECORDER'S OFFICE, IDAHO CITY, IDAHO; THENCE SOUTH 24 39' WEST ALONG THE BOUNDARY LINE OF SAID SUBDIVISION, 250.55 FEET TO A STEEL PIN; THENCE SOUTH 39 17'20" EAST ALONG SAID BOUNDARY LINE, 426.38 FEET TO A STEEL PIN; THENCE SOUTH 6 55' EAST ALONG SAID BOUNDARY LINE, 203.05 FEET TO A STEEL PIN ON THE NORTHERLY RIGHT-OF-WAY OF IDAHO STATE HIGHWAY NO. 21; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT WITH A RADIUS OF 561.62 FEET, A CENTRAL ANGLE OF 31 58' AND WHOSE LONG CHORD BEARS NORTH 66 32' WEST 308.98 FEET TO A POINT 75.0 FEET LEFT OF CENTERLINE STATION 196+62.70 P.S.C.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A SPIRAL TO THE RIGHT WHOSE LONG CHORD BEARS NORTH 44 28'30" WEST 188.02 FEET; TO A POINT 75.0 FEET LEFT OF CENTERLINE STATION 194+62.7 P.S.; THENCE NORTH 41 34' WEST ALONG SAID RIGHT-OF-WAY LINE 28.34 FEET TO A POINT 75.0 FEET LEFT OF CENTERLINE STATION 194+34.36 P.T.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A SPIRAL TO THE RIGHT WHOSE LONG CHORD BEARS NORTH 38 41'40" WEST 138.07 FEET TO A POINT 75.0 FEET LEFT OF CENTERLINE STATION 192+84.35 P.C.S.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT WITH A RADIUS OF 402.47 FEET, A CENTRAL ANGLE OF 6 34' AND WHOSE LONG CHORD BEARS NORTH 29 22' WEST 44.93 FEET TO A POINT 75.0 FEET LEFT OF CENTERLINE STATION 192+31.03 P.S.C.; THENCE NORTH 30 12' WEST ALONG SAID RIGHT-OF-WAY LINE 141.54 FEET TO A POINT 50.0 FEET LEFT OF CENTERLINE STATION 190+81.03 P.S.; THENCE NORTH 25 25'40" WEST ALONG SAID RIGHT-OF-WAY LINE 72.78 FEET TO A POINT 40.0 FEET LEFT OF CENTERLINE STATION 190+10; THENCE NORTH 16 54'08" WEST ALONG SAID RIGHT-OF-WAY LINE 101.99 FEET TO A POINT 50.0 FEET LEFT OF CENTERLINE STATION 189+15.73 P.C.S.; THENCE NORTH 1 24 36'50" WEST ALONG SAID RIGHT-OF-WAY LINE 135.01 FEET TO A POINT 75.0 FEET LEFT OF CENTERLINE STATION 188+00; THENCE NORTH 37 54'45" WEST ALONG SAID RIGHT-OF-WAY LINE 143.76 FEET TO A POINT 90.0 FEET LEFT OF CENTERLINE STATION 186+58.44 P.T.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A SPIRAL TO THE LEFT WHOSE LONG CHORD BEARS NORTH 48 07'10" WEST 166.92 FEET TO A POINT 90.0 FEET LEFT OF CENTERLINE STATION 185+08.44 P.C.S.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT WITH A RADIUS OF 485.14 FEET, A CENTRAL ANGLE OF 54 22' AND WHOSE LONG CHORD BEARS NORTH 82 22'30" WEST 443.26 FEET TO A POINT 90.0 FEET LEFT OF CENTERLINE STATION 181+33.50 P.S.C.; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 58 44'50" WEST 142.69 FEET TO A POINT; THENCE NORTH 11 53'30" EAST 280.02 FEET TO A POINT; THENCE SOUTH 86 26'10" EAST 35.00 FEET TO A STEEL PIN; THENCE NORTH 3 02'40" EAST 270.08 FEET TO A STEEL PIN ON THE LINE BETWEEN CORNERS 2 AND 3 OF THE HOMESTEAD ENTRY SURVEY NO. 88; THENCE SOUTH 53 12'50" EAST ALONG SAID LINE 1315.33 FEET TO A BRASS CAP MARKING CORNER NO. 2 OF SAID H.E.S. NO. 88; THENCE SOUTH 86 58'40" EAST 170.00 FEET TO THE POINT OF BEGINNING.

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PARCEL B:

TRACT BETWEEN HIGHWAY AND SUBDIVISION:

A TRACT OF LAND IN HOMESTEAD ENTRY NO. 88, IN SECTION 31 AND 32, TOWNSHIP 9 NORTH, RANGE 8 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 21, BLOCK 2 OF WILL SELLMAN SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF ON FILE IN THE BOISE COUNTY RECORDER'S OFFICE, IDAHO CITY, IDAHO; THENCE

NORTH 22°12'30" WEST ALONG THE BOUNDARY OF SAID WILL SELLMAN SUBDIVISION NO. 1, A DISTANCE OF 42.34 FEET TO A STEEL PIN; THENCE ALONG SAID BOUNDARY ON A CURVE TO THE RIGHT WITH A RADIUS OF 215.0 FEET, A CENTRAL ANGLE OF 75°1'50" AND WHOSE LONG CHORD BEARS SOUTH 71°3'25" WEST 29.50 FEET TO A STEEL PIN; THENCE SOUTH 75°39'20" WEST ALONG SAID BOUNDARY, 194.89 FEET TO A STEEL PIN ON THE NORTHERLY RIGHT-OF-WAY LINE OF IDAHO STATE HIGHWAY NO. 21; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT WITH A RADIUS OF 561.62 FEET, A CENTRAL ANGLE OF 24°00' AND WHOSE LONG CHORD BEARS NORTH 85°30' EAST 233.54 FEET TO THE PLACE OF BEGINNING.

PARCEL C:

PORTION OF SOUTH OF HIGHWAY:

A TRACT OF LAND IN HOMESTEAD ENTRY NO. 88, IN SECTIONS 31 AND 32, TOWNSHIP 9 NORTH, RANGE 8 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NO. 7 OF HOMESTEAD ENTRY SURVEY NO. 88 IN SECTION 32, TOWNSHIP 9 NORTH, RANGE 8 EAST, BOISE MERIDIAN, SAID POINT BEING A CHARRED POST IN A MOUND OF ROCK; THENCE FOLLOWING A MEANDER LINE ALONG THE RIGHT BANK OF THE SOUTH FORK OF THE PAYETTE RIVER

SOUTH 60°52'20" WEST 406.14 FEET TO A BRASS CAP MEANDER CORNER, SAID POINT BEING ON THE SECTION LINE BETWEEN SECTIONS 31 AND 32; THENCE

SOUTH 84°04'50" WEST 93.57 FEET ALONG SAID MEANDER LINE TO A POINT; THENCE

NORTH 55°15' WEST 501.60 FEET ALONG SAID MEANDER LINE TO A POINT; THENCE

NORTH 52°00' WEST 382.80 FEET ALONG SAID MEANDER LINE TO A POINT; THENCE

NORTH 12°45' WEST 429.00 FEET ALONG SAID MEANDER LINE TO A POINT; THENCE

NORTH 41°30' WEST 343.21 FEET ALONG SAID MEANDER LINE TO A POINT; THENCE

NORTH 65°30' WEST 240.03 FEET ALONG SAID MEANDER LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF IDAHO STATE HIGHWAY NO. 21; THENCE ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE RIGHT WITH A RADIUS OF 320.14 FEET A CENTRAL ANGLE OF 38°32'40" AND WHOSE LONG CHORD BEARS SOUTH 74°27'50" EAST 211.33 FEET TO A POINT 75.0 FEET RIGHT OF CENTERLINE STATION 185+08.44 P.C.S.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A SPIRAL TO THE RIGHT WHOSE LONG CHORD BEARS SOUTH 47°44'53" EAST 135.66 FEET TO A POINT 75.0 FEET RIGHT OF CENTERLINE STATION 186+58.44 P.T.; THENCE ALONG SAID RIGHT-OF-WAY LINE

SOUTH 44°19' EAST 63.36 FEET TO A POINT 75.0 FEET RIGHT OF CENTERLINE STATION 187+21.80 P.S.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A SPIRAL TO THE RIGHT WHOSE LONG CHORD BEARS SOUTH 40°59'35" EAST 136.16 FEET TO A POINT 75.0 FEET RIGHT OF CENTERLINE STATION 188+71.80 P.S.C.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT WITH A RADIUS OF 334.26 FEET, A CENTRAL ANGLE OF 6°09' AND WHOSE LONG CHORD BEARS SOUTH 30°44'30" EAST 35.86 FEET TO A POINT 75.0 FEET RIGHT OF CENTERLINE STATION 189+15.73 P.C.S.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A SPIRAL TO THE RIGHT WHOSE LONG CHORD BEARS SOUTH 20°29'25" EAST 136.16 FEET TO A POINT 75.0 FEET RIGHT OF CENTERLINE STATION 190+65.73 P.T.; THENCE

CONTINUED

EXHIBIT "A"

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EN:

SOUTH 17 10' EAST ALONG SAID RIGHT-OF-WAY LINE 15.30 FEET TO A POINT 75.0 FEET RIGHT OF CENTERLINE STATION 189+81.03 P.S.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A SPIRAL TO THE LEFT WHOSE LONG CHORD BEARS SOUTH 20 16'33" EAST 161.68 FEET TO A POINT 75.0 FEET RIGHT OF CENTERLINE STATION 192+31.63 P.S.C.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT WITH A RADIUS OF 652.47 FEET, A CENTRAL ANGLE OF 6 24' AND WHOSE LONG CHORD BEARS SOUTH 29 22' EAST 81.68 FEET TO A POINT 75.0 FEET RIGHT OF CENTERLINE STATION 192+84.36 P.C.S.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A SPIRAL TO THE LEFT WHOSE LONG CHORD BEARS SOUTH 38 27'27" EAST 161.68 FEET TO A POINT 75.0 FEET RIGHT OF CENTERLINE STATION 194+34.36 P.T.; THENCE

SOUTH 41 34' EAST ALONG SAID RIGHT-OF-WAY LINE 28.34 FEET TO A POINT 75.0 RIGHT OF CENTERLINE STATION 194+62.70 P.S.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A SPIRAL TO THE LEFT WHOSE LONG CHORD BEARS SOUTH 44 39' EAST 211.55 FEET TO A POINT 75.0 FEET RIGHT OF CENTERLINE STATION 196+62.70 P.S.C.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT WITH A RADIUS OF 711.62 FEET A CENTRAL ANGLE OF 60 12' AND WHOSE LONG CHORD BEARS SOUTH 80 40' EAST 713.77 FEET TO A POINT 75.0 FEET RIGHT OF CENTERLINE STATION 203+31.59 P.C.S.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A SPIRAL TO THE LEFT WHOSE LONG CHORD BEARS NORTH 64 19' EAST 156.83 FEET TO THE INTERSECTION OF THE EASTERLY BOUNDARY LINE OF SAID HOMESTEAD ENTRY SURVEY NO. 88; THENCE SOUTH 4 54'20" WEST ALONG SAID EASTERLY BOUNDARY LINE 69.06 FEET TO THE POINT OF BEGINNING.

END OF LEGAL DESCRIPTION

EXHIBIT "A"

A Pioneer Company

**PIONEER TITLE COMPANY**  
OF ADA COUNTY

821 West State Street / Boise, Idaho 83702-5836 / Telephone (208) 333-1111  
BUYER'S CLOSING STATEMENT

RECEIVED  
AUG 19 2004  
WATER RESOURCES  
WESTERN REGION

**ESCROW STATEMENT OF:**

**WILLIAM ZYLA**  
**FRED LAWSON**

Escrow: 113450

Escrow Officer: JANET BLOSCH

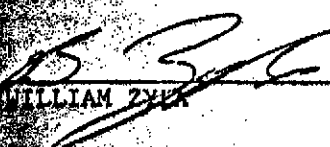
Date: June 16, 1992

Closing Date: 06/09/92

FINAL

Property Address: PROPERTY E. OF LOWMAN - "THE HAVEN RESORT"  
LOWMAN, ID

| ITEMS                                                 | DEBITS     | CREDITS    |
|-------------------------------------------------------|------------|------------|
| TOTAL CONSIDERATION                                   | 115,000.00 |            |
| DEPOSIT HELD BY N. WAYNE SELLMAN                      |            | 7,500.00   |
| PRORATIONS/ADJUSTMENTS                                | FROM       | TO         |
| TAX ACCOUNT 09N08E311850                              |            |            |
| FOR TAX YEAR 1992 AT \$133.58                         | 01/01/92   | 06/09/92   |
|                                                       |            | 58.56      |
| TAX ACCOUNT 09N08E311851                              |            |            |
| FOR TAX YEAR 1992 AT \$960.00                         | 01/01/92   | 06/09/92   |
|                                                       |            | 420.82     |
| TAX ACCOUNT 09N08E323650                              |            |            |
| FOR TAX YEAR 1992 AT \$71.08                          | 01/01/92   | 06/09/92   |
|                                                       |            | 31.15      |
| TITLE CHARGES TO PIONEER TITLE CO OF ADA COUNTY STATE |            |            |
| DEED RECORDING FEE                                    |            | 21.00      |
| BOISE COUNTY DELIVERY                                 |            | 12.50      |
| ESCROW CHARGES                                        |            |            |
| ESCROW FEE                                            |            | 150.00     |
| LENDER CHARGES                                        |            |            |
| BALANCE DUE ESCROW                                    |            | 107,172.97 |
| TOTALS                                                | 115,183.50 | 115,183.50 |

  
WILLIAM ZYLA

  
FRED LAWSON

COMMITMENT FOR TITLE INSURANCE

SCHEDULE C

File Number: P113450

The land referred to in this Commitment is described as follows:

PARCELA:

TRACT NORTH OF HIGHWAY:

A TRACT OF LAND IN HOMESTEAD ENTRY NO. 88, IN SECTION 31, TOWNSHIP 9 NORTH, RANGE 8 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 10, BLOCK 1 OF WILL SELLMAN SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF ON FILE IN THE BOISE COUNTY RECORDER'S OFFICE, IDAHO CITY, IDAHO; THENCE SOUTH 24 35' WEST ALONG THE BOUNDARY LINE OF SAID SUBDIVISION, 290.55 FEET TO A STEEL PIN; THENCE

SOUTH 39 17'20" EAST ALONG SAID BOUNDARY LINE, 426.38 FEET TO A STEEL PIN; THENCE SOUTH 6 55' EAST ALONG SAID BOUNDARY LINE, 203.05 FEET TO A STEEL PIN ON THE NORTHERLY RIGHT-OF-WAY OF IDAHO STATE HIGHWAY NO. 21; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT WITH A RADIUS OF 561.62 FEET, A CENTRAL ANGLE OF 31 56' AND WHOSE LONG CHORD BEARS NORTH 66 32' WEST 308.98 FEET TO A POINT 75.0 FEET LEFT OF CENTERLINE STATION 196+62.70 P.S.C.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A SPIRAL TO THE RIGHT WHOSE LONG CHORD BEARS NORTH 44 28'30" WEST 188.02 FEET; TO A POINT 75.0 FEET LEFT OF CENTERLINE STATION 194+62.7 P.S.; THENCE NORTH 41 34' WEST ALONG SAID RIGHT-OF-WAY LINE 28.34 FEET TO A POINT 75.0 FEET LEFT OF CENTERLINE STATION 194+34.36 P.T.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A SPIRAL TO THE RIGHT WHOSE LONG CHORD BEARS NORTH 38 41'40" WEST 138.07 FEET TO A POINT 75.0 FEET LEFT OF CENTERLINE STATION 192+84.36 P.C.S.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT WITH A RADIUS OF 402.47 FEET, A CENTRAL ANGLE OF 6 24' AND WHOSE LONG CHORD BEARS NORTH 29 22' WEST 44.93 FEET TO A POINT 75.0 FEET LEFT OF CENTERLINE STATION 192+31.03 P.S.C.; THENCE NORTH 30 12' WEST ALONG SAID RIGHT-OF-WAY LINE 141.54 FEET TO A POINT 50.0 FEET LEFT OF CENTERLINE STATION 190+81.03 P.S.; THENCE NORTH 25 25'40" WEST ALONG SAID RIGHT-OF-WAY LINE 72.78 FEET TO A POINT 40.0 FEET LEFT OF CENTERLINE STATION 190+10; THENCE NORTH 16 54'08" WEST ALONG SAID RIGHT-OF-WAY LINE 101.99 FEET TO A POINT 50.0 FEET LEFT OF CENTERLINE STATION 189+15.73 P.C.S.; THENCE NORTH 24 36'50" WEST ALONG SAID RIGHT-OF-WAY LINE 135.01 FEET TO A POINT 75.0 FEET LEFT OF CENTERLINE STATION 188+00; THENCE NORTH 37 54'45" WEST ALONG SAID RIGHT-OF-WAY LINE 143.76 FEET TO A POINT 90.0 FEET LEFT OF CENTERLINE STATION 186+58.44 P.T.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A SPIRAL TO THE LEFT WHOSE LONG CHORD BEARS NORTH 48 07'10" WEST 166.92 FEET TO A POINT 90.0 FEET LEFT OF CENTERLINE STATION 185+08.44 P.C.S.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT WITH A RADIUS OF 485.14 FEET, A CENTRAL ANGLE OF 54 22' AND WHOSE LONG CHORD BEARS NORTH 82 22'30" WEST 443.26 FEET TO A POINT 90.0 FEET LEFT OF CENTERLINE STATION 181+33.50 P.S.C.; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 58 44'50" WEST 142.89 FEET TO A POINT; THENCE NORTH 11 55'30" EAST 280.02 FEET TO A POINT; THENCE SOUTH 86 25'10" EAST 35.00 FEET TO A STEEL PIN; THENCE NORTH 3 02 40" EAST 270.08 FEET TO A STEEL PIN ON THE LINE BETWEEN CORNERS 2 AND 3 OF THE HOMESTEAD ENTRY SURVEY NO. 98; THENCE SOUTH 53 12'50" EAST ALONG SAID LINE 1516.33 FEET TO A BRASS CAP MARKING CORNER NO. 2 OF SAID H.E.S. NO. 88; THENCE SOUTH 36 53'40" EAST 170.00 FEET TO THE POINT OF BEGINNING.

CONTINUED

P 113450

PARCEL B:

TRACT BETWEEN HIGHWAY AND SUBDIVISION:

A TRACT OF LAND IN HOMESTEAD ENTRY NO. 88, IN SECTION 31 AND 32, TOWNSHIP 9 NORTH, RANGE 8 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 21, BLOCK 2 OF WILL SELLMAN SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF ON FILE IN THE BOISE COUNTY RECORDER'S OFFICE, IDAHO CITY, IDAHO; THENCE

NORTH 22 12'30" WEST ALONG THE BOUNDARY OF SAID WILL SELLMAN SUBDIVISION NO. 1, A DISTANCE OF 42.34 FEET TO A STEEL PIN; THENCE ALONG SAID BOUNDARY ON A CURVE TO THE RIGHT WITH A RADIUS OF 215.0 FEET, A CENTRAL ANGLE OF 7 51'50" AND WHOSE LONG CHORD BEARS SOUTH 71 43'25" WEST 29.50 FEET TO A STEEL PIN; THENCE SOUTH 75 39'20" WEST ALONG SAID BOUNDARY, 194.89 FEET TO A STEEL PIN ON THE NORTHERLY RIGHT-OF-WAY LINE OF IDAHO STATE HIGHWAY NO. 21; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE LEFT WITH A RADIUS OF 561.62 FEET, A CENTRAL ANGLE OF 24 00' AND WHOSE LONG CHORD BEARS NORTH 85 30' EAST 233.54 FEET TO THE PLACE OF BEGINNING.

PARCEL C:

PORTION OF SOUTH OF HIGHWAY:

A TRACT OF LAND IN HOMESTEAD ENTRY NO. 88, IN SECTIONS 31 AND 32, TOWNSHIP 9 NORTH, RANGE 8 EAST, BOISE MERIDIAN, BOISE COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NO. 7 OF HOMESTEAD ENTRY SURVEY NO. 88 IN SECTION 32, TOWNSHIP 9 NORTH, RANGE 8 EAST, BOISE MERIDIAN, SAID POINT BEING A CHARRED POST IN A MOUND OF ROCK; THENCE FOLLOWING A MEANDER LINE ALONG THE RIGHT BANK OF THE SOUTH FORK OF THE PAYETTE RIVER

SOUTH 60 52'20" WEST 406.14 FEET TO A BRASS CAP MEANDER CORNER, SAID POINT BEING ON THE SECTION LINE BETWEEN SECTIONS 31 AND 32; THENCE

SOUTH 84 04'50" WEST 93.57 FEET ALONG SAID MEANDER LINE TO A POINT; THENCE

NORTH 55 15' WEST 501.60 FEET ALONG SAID MEANDER LINE TO A POINT; THENCE

NORTH 52 00' WEST 382.80 FEET ALONG SAID MEANDER LINE TO A POINT; THENCE

NORTH 12 45' WEST 429.00 FEET ALONG SAID MEANDER LINE TO A POINT; THENCE

NORTH 41 30' WEST 343.21 FEET ALONG SAID MEANDER LINE TO A POINT; THENCE

NORTH 65 30' WEST 240.03 FEET ALONG SAID MEANDER LINE TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF IDAHO STATE HIGHWAY NO. 21; THENCE ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE RIGHT WITH A RADIUS OF 320.14 FEET A CENTRAL ANGLE OF 38 32'40" AND WHOSE LONG CHORD BEARS SOUTH 74 27'50" EAST 211.33 FEET TO A POINT 75.0 FEET RIGHT OF CENTERLINE STATION 185+08.44 P.C.S.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A SPIRAL TO THE RIGHT WHOSE LONG CHORD BEARS SOUTH 47 44'33" EAST 135.68 FEET TO A POINT 75.0 FEET RIGHT OF CENTERLINE STATION 186+58.44 P.T.; THENCE ALONG SAID RIGHT-OF-WAY LINE

SOUTH 44 19' EAST 63.36 FEET TO A POINT 75.0 FEET RIGHT OF CENTERLINE STATION 187+21.00 P.S.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A SPIRAL TO THE RIGHT WHOSE LONG CHORD BEARS SOUTH 40 59'35" EAST 136.16 FEET TO A POINT 75.0 FEET RIGHT OF CENTERLINE STATION 188+71.80 P.S.C.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT WITH A RADIUS OF 334.26 FEET, A CENTRAL ANGLE OF 6 09' AND WHOSE LONG CHORD BEARS SOUTH 30 44'30" EAST 35.86 FEET TO A POINT 75.0 FEET RIGHT OF CENTERLINE STATION 189+15.73 P.C.S.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON A SPIRAL TO THE RIGHT WHOSE LONG CHORD BEARS SOUTH 20 29'25" EAST 136.16 FEET TO A POINT 75.0 FEET RIGHT OF CENTERLINE STATION 190+65.73 P.T.; THENCE

CONTINUED

P 113450

SOUTH 17 10' EAST ALONG SAID RIGHT-OF-WAY LINE 15.30 FEET TO A POINT  
CENTERLINE STATION 190+81.03 P.S.; THENCE ALONG SAID RIGHT-OF-WAY  
TO THE LEFT WHOSE LONG CHORD BEARS SOUTH 20 16'33" EAST 161.68 FEET  
RIGHT OF CENTERLINE STATION 192+31.03 P.S.C.; THENCE ALONG SAID R  
CURVE TO THE LEFT WITH A RADIUS OF 552.47 FEET, A CENTRAL ANGLE OF  
LONG CHORD BEARS SOUTH 29 22' EAST 61.68 FEET TO A POINT 75.0 FEET  
STATION 192+84.36 P.C.S.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON /  
WHOSE LONG CHORD BEARS SOUTH 38 27'27" EAST 161.68 FEET TO A POI  
CENTERLINE STATION 194+34.36 P.T.; THENCE  
SOUTH 41 34' EAST ALONG SAID RIGHT-OF-WAY LINE 28.34 FEET TO A POINT  
CENTERLINE STATION 194+62.70 P.S.; THENCE ALONG SAID RIGHT-OF-WA  
TO THE LEFT WHOSE LONG CHORD BEARS SOUTH 44 39' EAST 211.55 FEET TO  
RIGHT OF CENTERLINE STATION 196+62.70 P.S.C.; THENCE ALONG SAID R  
CURVE TO THE LEFT WITH A RADIUS OF 711.62 FEET A CENTRAL ANGLE OF  
LONG CHORD BEARS SOUTH 80 40' EAST 713.77 FEET TO A POINT 75.0 FEE  
STATION 203+31.59 P.C.S.; THENCE ALONG SAID RIGHT-OF-WAY LINE ON /  
WHOSE LONG CHORD BEARS NORTH 64 19' EAST 156.83 FEET TO THE INT  
EASTERLY BOUNDARY LINE OF SAID HOMESTEAD ENTRY SURVEY NO. 88;  
SOUTH 4 54'27" WEST ALONG SAID EASTERLY BOUNDARY LINE 69.08 FEET TO  
BEGINNING.

END OF LEGAL DESCRIPTION

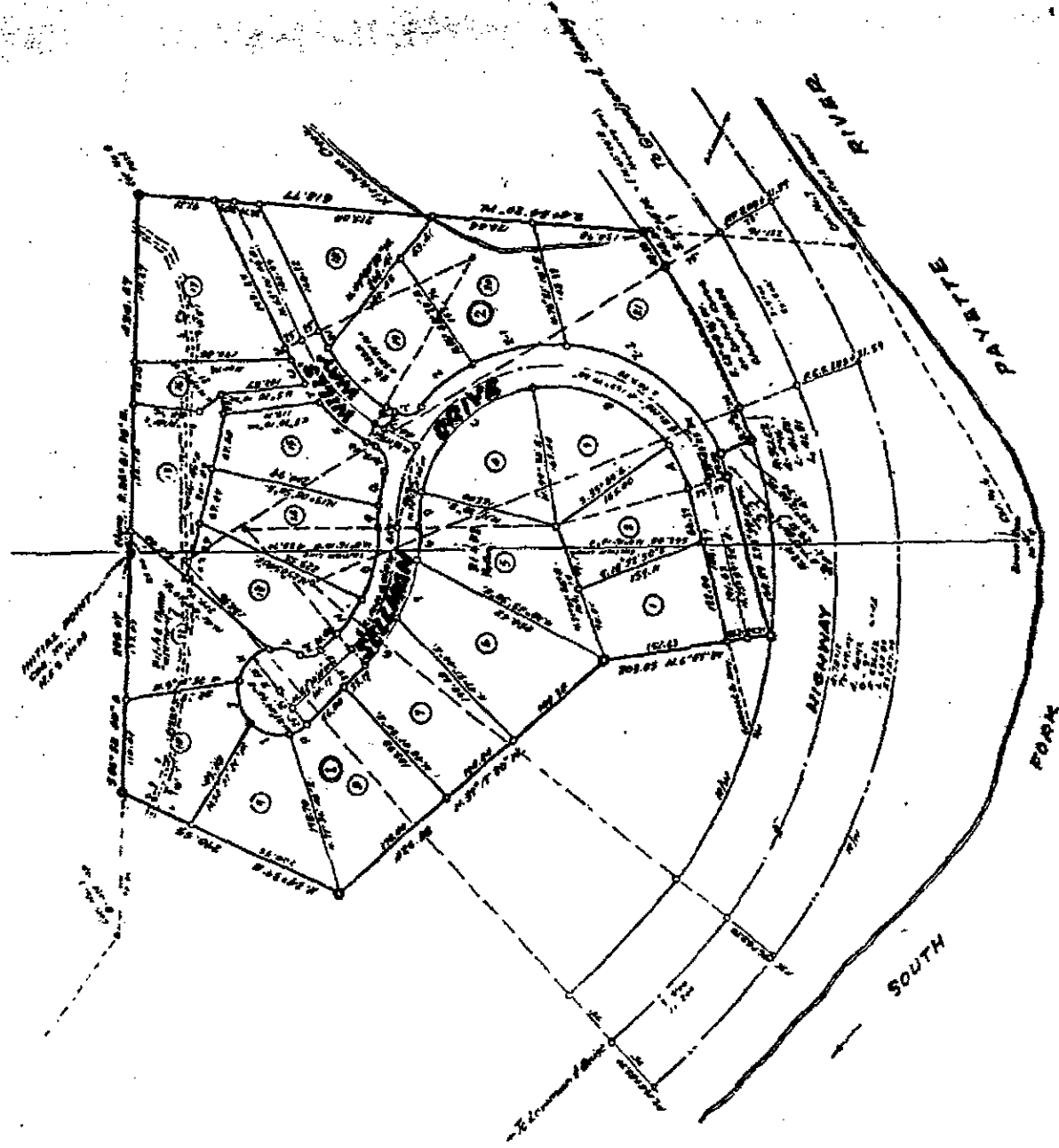
# WILL SELLMAN SUBDIVISION NO. 1

a Part of H.E.S. No. 88 in Lot 5, Section 31 & Lot 3, Section 32 T9N, R06E, S1M.  
BOISE COUNTY, IDAHO

This sketch is for location purposes  
only. This Company assumes no  
liability for variations.

WILL SELLMAN TITLE COMPANY  
Boise County

While this is a photographic reproduction of the  
recorded plat, the Company assumes no liability  
for variations, if any, with a re-survey



#3000



A Pioneer Company

**PIONEER TITLE COMPANY**

OF ADA COUNTY

821 W. State St. / Boise, Idaho 83702 / (208) 373-3744

November 2, 2001

Fred Lawson  
Marla Lawson  
7655 Highway 21  
Lowman, ID 83637

Re: Escrow No.: 206485  
Property Address: 7655 Highway 21  
Lowman, Idaho 83637

With regard to the real estate transaction identified above, enclosed are the documents requiring your signature in order to complete this purchase. Please review all the documents carefully before signing them. If you have any questions, feel free to call me immediately. Also, please note that certain instruments must be signed in the presence of a Notary Public.

For your records, I have also enclosed a complete set of copies of the above documents.

Enclosed is a Federal Express Airbill and Overnight Letter for your use. This transaction is set to close on, therefore, all of the enclosed documents must be in our hands by that morning.

Also, you will need to include in the package a cashier's check, payable to Pioneer Title Company, for the sum of [REDACTED]. This amount is the sum necessary to close and disburse this transaction (see enclosed Buyer's Closing Statement).

As I'm certain you are aware, time is of particular importance in this transaction. Again, if you have any questions, please call!

Sincerely,

PIONEER TITLE COMPANY OF ADA COUNTY

Brock Condle  
Escrow Officer

Enclosures

bc:bc

26,485.



A Pioneer Company  
**PIONEER TITLE COMPANY**  
OF ADA COUNTY  
821 W. State St. / Boise, Idaho 83702  
(208) 373-3744

**Instrument # 184341**

IDAHO CITY, BOISE COUNTY, IDAHO

2002-01-22 04:17:14 No. of Pages: 4

Recorded for : PIONEER TITLE

RORA A. CANODY

Fee: 12.00

Ex-Officio Recorder Deputy *[Signature]*

Index to: MORTGAGE

## DEED OF TRUST

**THIS DEED OF TRUST**, Made this 1st day of November, 2001, BETWEEN FRED LAWSON AND MARLA LAWSON, HUSBAND AND WIFE, herein called GRANTOR, whose address is 7655 Highway 21, Lowman ID 83637; PIONEER TITLE COMPANY OF ADA COUNTY, herein called TRUSTEE; and William Zyla and Dana Zyla whose mailing address is 5855 Highland Avenue, Yorba Linda, CA 92886, herein called BENEFICIARY;

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Boise, State of Idaho, described as follows and containing not more than forty acres:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.**

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of One Hundred Thirty Thousand dollars and Zero cents (\$130,000.00), final payment due November 1, 2008, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

**A. To protect the security of this Deed of Trust, Grantor agrees:**

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate; irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this All-inclusive Deed of Trust.

(4) To pay: (a) at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; (b) when due, subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; (c) all allowable expenses of this Trust.

(5) Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such power, pay allowable expenses.

(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

**B. It is mutually agreed that:**

(1) Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

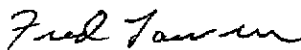
After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of title evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(8) Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(9) In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address herein before set forth.

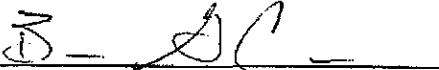
  
Fred Lawson

  
Marla Lawson

STATE OF Idaho. County of Ada, ss.

On this 30 day of November, in the year of 2001, before me Brock G. Condie, notary public personally appeared Fred Lawson and Marla Lawson, known or identified to me to be the persons whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.



  
Notary Public of  
Residing at  
Commission expires:

Residing At:  
Boise, Idaho / Commission  
Expires: 02/02/2002

## EXHIBIT A

### Parcel A:

Tract North of highway: A tract of land in Homestead Entry No. 88, in Section 31, Township 9 North, Range 8 East, Boise Meridian, Boise County, Idaho, more particularly described as follows:

Beginning at the most Northerly corner of Lot 10, Block 1 of Will Sellman Subdivision No. 1, according to the plat thereof on file in the Boise County recorder's office, Idaho City, Idaho; thence  
South 24 degrees 39' West along the boundary line of said subdivision, 290.55 feet to a steel pin; thence  
South 39 degrees 17'20" East along said boundary line, 426.38 feet to a steel pin; thence  
South 6 degrees 55' East along said boundary line, 203.05 feet to a steel pin on the Northerly right-of-way of Idaho State Highway No. 21; thence along said right-of-way line on a curve to the right with a radius of 561.62 feet, a central angle of 31 degrees 56' and whose long chord bears  
North 66 degrees 32' West 308.98 feet to a point 75.0 feet left of Centerline Station 196+62.70 P.S.C.; thence along said right-of-way line on a spiral to the right whose long chord bears  
North 44 degrees 28'30" West 188.02 feet; to a point 75.0 feet left of Centerline Station 194+62.7 P.S.; thence  
North 41 degrees 34' West along said right-of-way line 28.34 feet to a point 75.0 feet left of Centerline Station 194+34.36 P.T.; thence along said right-of-way line on a spiral to the right whose long chord bears  
North 38 degrees 41'40" West 138.07 feet to a point 75.0 feet left of Centerline Station 192+84.36 P.C.S.; thence along said right-of-way line on a curve to the right with a radius of 402.47 feet, a central angle of 6 degrees 24' and whose long chord bears  
North 29 degrees 22' West 44.93 feet to a point 75.0 feet left of Centerline Station 192+31.03 P.S.C.; thence  
North 30 degrees 12' West along said right-of-way line 141.54 feet to a point 50.0 feet left of Centerline Station 190+81.03 P.S.; thence  
North 25 degrees 25'40" West along said right-of-way line 72.78 feet to a point 40.0 feet left of Centerline Station 190+10; thence  
North 16 degrees 54'08" West along said right-of-way line 101.99 feet to a point 50.0 feet left of Centerline Station 189+15.73 P.C.S.; thence  
North 24 degrees 36'50" West along said right-of-way line 135.01 feet to a point 75.0 feet left of Centerline Station 188+00; thence  
North 37 degrees 54'45" West along said right-of-way line 143.76 feet to a point 90.0 feet left of Centerline Station 186+58.44 P.T.; thence along said right-of-way line on a spiral to the left whose long chord bears  
North 48 degrees 07'10" West 166.92 feet to a point 90.0 feet left of Centerline Station 185+08.44 P.C.S.; thence along said right-of-way line on a curve to the left with a radius of 485.14 feet, a central angle of 54 degrees 22' and whose long chord bears  
North 82 degrees 22'30" West 443.26 feet to a point 90.0 feet left of Centerline Station 181+33.50 P.S.C.; thence along said right-of-way line  
South 58 degrees 44'50" West 142.89 feet to a point; thence  
North 11 degrees 55'30" East 280.02 feet to a point; thence  
South 86 degrees 26'10" East 35.00 feet to a steel pin; thence  
North 3 degrees 02'40" East 270.08 feet to a steel pin on the line between corners 2 and 3 of the Homestead Entry Survey No. 88; thence  
South 53 degrees 12'50" East along said line 1316.33 feet to a brass cap marking Corner No. 2 of said H.E.S. No. 88; thence  
South 86 degrees 58'40" East 170.00 feet to the point of beginning.

### Parcel B:

Tract between highway and subdivision: A tract of land in Homestead Entry No. 88, in Section 31 and 32, Township 9 North, Range 8 East, Boise Meridian, Boise County, Idaho, more particularly described as follows:

Beginning at the most Southerly corner of Lot 21, Block 2 of Will Sellman Subdivision No. 1, according to the plat thereof on file in the Boise County recorder's office, Idaho City, Idaho; thence  
North 22 degrees 12'30" West along the boundary of said Will Sellman Subdivision No. 1, a distance of 42.34 feet to a steel pin; thence along said boundary on a curve to the right with a radius of 215.0 feet, a central angle of 7 degrees 51'50" and whose long chord bears  
South 71 degrees 43'25" West 29.50 feet to a steel pin; thence  
South 75 degrees 39'20" West along said boundary, 194.89 feet to a steel pin on the Northerly right-of-way line of Idaho State Highway No. 21; thence along said right-of-way line on a curve to the left with a radius of 561.62 feet, a central angle of 24 degrees 00' and whose long chord bears  
North 85 degrees 30' East 233.54 feet to the place of beginning.

### Parcel C:

Portion of South of highway: A tract of land in Homestead Entry Survey No. 88, Sections 31 and 32, Township 9 North, Range 8 East, Boise Meridian, Boise County, Idaho, more particularly described as follows:

Commencing at Corner No. 7 of Homestead Entry No. 88 in Section 32, Township 9 North, Range 8 East, Boise Meridian, said point being a charred post in a mound of rock; thence following a meander line along the right bank of the South Fork of the Payette River  
South 60 degrees 52'20" West 406.14 feet to a brass cap meander corner, said point being on the section line between Sections 31 and 32; thence  
South 84 degrees 04'50" West 93.57 feet along said meander line to a point; thence  
North 55 degrees 15' West 501.60 feet along said meander line to a point; thence  
North 52 degrees 00' West 382.80 feet along said meander line to a point; thence

North 12 degrees 45' West 429.00 feet along said meander line to a point; thence  
 North 41 degrees 30' West 343.21 feet along said meander line to a point; thence  
 North 65 degrees 30' West 240.03 feet along said meander line to a point on the Southerly right-of-way line of  
 Idaho State Highway No. 21; thence along said right-of-way on a curve to the right with a radius of 320.14 feet and  
 a central angle of 38 degrees 32'40" and whose long chord bears  
 South 74 degrees 27'50" East 211.33 feet to a point 75.0 feet right of Centerline Station 185+08.44 P.C.S.; thence  
 along said right-of-way line on a spiral to the right whose long chord bears  
 South 47 degrees 44'33" East 135.66 feet to a point 75.0 feet right of Centerline Station 186+58.44 P.T.; thence  
 along said right-of-way line  
 South 44 degrees 19' East 63.36 feet to a point 75.0 feet right of Centerline Station 187+21.80 P.S.; thence along  
 said right-of-way line on a spiral to the right whose long chord bears  
 South 40 degrees 59'35" East 136.16 feet to a point 75.0 feet right of Centerline Station 188+71.80 P.S.C.; thence  
 along said right-of-way line on a curve to the right with a radius of 334.26 feet, a central angle of 6 degrees 09' and  
 whose long chord bears  
 South 30 degrees 44'30" East 35.86 feet to a point 75.0 feet right of Centerline Station 189+15.73 P.C.S.; thence  
 along said right-of-way line on a spiral to the right whose long chord bears  
 South 20 degrees 29'25" East 136.16 feet to a point 75.0 feet right of Centerline Station 190+65.73 P.T.; thence  
 South 17 degrees 10' East along said right-of-way line 15.30 feet to a point 75.0 feet right of Centerline Station  
 190+81.03 P.S.; thence along said right-of-way line on a spiral to the left whose long chord bears  
 South 20 degrees 16'33" East 161.68 feet to a point 75.0 feet right of Centerline Station 192+31.03 P.S.C.; thence  
 along said right-of-way line on a curve to the left with a radius of 552.47 feet, a central angle of 6 degrees 24' and  
 whose long chord bears  
 South 29 degrees 22' East 61.68 feet to a point 75.0 feet right of Centerline Station 192+84.36 P.C.S.; thence along  
 said right-of-way line on a spiral to the left whose long chord bears  
 South 38 degrees 27'27" East 161.68 feet to a point 75.0 feet right of Centerline Station 194+34.36 P.T.; thence  
 South 41 degrees 34' East along said right-of-way line 28.34 feet to a point 75.0 feet right of Centerline Station  
 194+62.70 P.S.; thence along said right-of-way line on a spiral to the left whose long chord bears  
 South 44 degrees 39' East 211.55 feet to a point 75.0 feet right of Centerline Station 196+62.70 P.S.C.; thence  
 along said right-of-way line on a curve to the left with a radius of 711.62 feet, a central angle of 60 degrees 12' and  
 whose long chord bears  
 South 80 degrees 40' East 713.77 feet to a point 75.0 feet right of Centerline Station 203+31.59 P.C.S.; thence  
 along said right-of-way line on a spiral to the left whose long chord bears  
 North 64 degrees 19' East 156.83 feet to the intersection of the Easterly boundary line of said Homestead Entry  
 Survey No. 88; thence  
 South 4 degrees 54'20" West along said Easterly boundary line 69.08 feet to the point of beginning.

Pioneer Title Company of Ada County (208) 373-3744

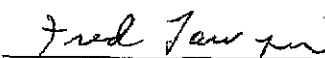
**Buyer's Final Closing Statement**

|                |                                                                                                                     |                |      |
|----------------|---------------------------------------------------------------------------------------------------------------------|----------------|------|
| Buyer(s)       | Fred Lawson, 7655 Highway 21, Lowman, ID 83637<br>Maria Lawson, 7655 Highway 21, Lowman, ID 83637                   |                |      |
| Seller(s)      | William Zyla, 5855 Highland Avenue, Yorba Linda, CA 92886<br>Dana Zyla, 5855 Highland Avenue, Yorba Linda, CA 92886 |                |      |
| Lender         |                                                                                                                     |                |      |
| Property       | 7655 Highway 21, Lowman, ID 83637                                                                                   |                |      |
| Closing date   | None                                                                                                                | Proration date | None |
| Escrow Officer | Brock Condie                                                                                                        |                |      |

|                                              | Debit      | Credit     |
|----------------------------------------------|------------|------------|
| Contract Sales Price.....                    | 150,000.00 |            |
| Deposits:                                    |            |            |
| Deposit or earnest money.....                |            | 20,000.00  |
| Other Adjustments:                           |            |            |
| Seller Carryback.....                        |            | 130,000.00 |
| Title Charges:                               |            |            |
| Settlement or closing fee.....               | 200.00     |            |
| Title insurance \$415.00.....                |            |            |
| Standard Lender's coverage                   |            |            |
| Liability amount \$130,000.00.....           | 37.50      |            |
| Owner's coverage                             |            |            |
| Liability amount \$150,000.00.....           | 377.50     |            |
| Boise County Handling Fee Inspection.....    | 12.50      |            |
| Recording Fees/Transfer Charges:             |            |            |
| Recording fees: Warranty Deed, Deed of Trust |            |            |
| Deed \$12.00; Mortgage \$18.00.....          | 30.00      |            |
| Additional Charges:                          |            |            |
| Miscellaneous Courier Fees.....              | 25.00      |            |
| Subtotal:                                    | 150,682.50 | 150,000.00 |
| Balance due from Buyer:                      |            | 682.50     |
| Totals:                                      | 150,682.50 | 150,682.50 |

THE UNDERSIGNED, by the execution hereof, hereby (i) acknowledge that they have read the above and foregoing Closing Statement, (ii) acknowledge that the same is true and correct, and (iii) authorize and direct the Closing Agent to receive all amounts and disburse all amounts pursuant to the foregoing Closing Statement.

It is mutually understood and agreed the taxes are estimated and in case of adjustment same will be made between the parties hereto. The Closing Agent is relieved of any responsibility with the adjustment of said taxes.

  
Fred Lawson

  
Maria Lawson



A Pioneer Company

**PIONEER TITLE COMPANY**  
OF ADA COUNTY

821 W. State St. / Boise, Idaho 83702 / (208) 373-3744

**DEED OF TRUST NOTE**

\$130,000.00

November 1, 2001

For Value received, the undersigned promise to pay to the order of: William Zyla and Dana Zyla the Principal sum of One Hundred Thirty Thousand dollars and Zero cents (\$130,000.00) in lawful money of the United States of America, with interest thereon at the rate of Eight percent (8 %) per annum from November 1, 2001, in installments as follows:

In monthly installments of One Thousand Dollars (\$1000.00), with the first such payment due on the 1st day of December, 2001, and continuing to be paid in a like sum on or before the 1st day of each subsequent month, until November 1, 2008, at which date the entire then remaining principal balance and interest accrued thereon shall be due and payable in full.

In the event a monthly payment is not made by the 10<sup>th</sup> day of any month, a late fee in the amount of \$100.00 shall be paid to William Zyla and Dana Zyla, if any payment due is received after the 10<sup>th</sup> day of it's respective month.

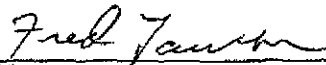
All payments, including partial prepayments, shall be applied first to accrued late charges owing (if applicable) then to accrued interest and the balance in reduction of principal.

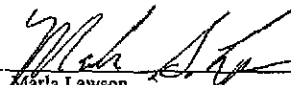
The maker hereof may repay any or all sums due hereunder at anytime without prior notice to the holder and without penalty or premium of any kind.

In case of failure to pay any installment when same shall become due, the holder at his option, may declare the whole principal hereof as immediately due and payable. In case this note is collected by an attorney, either with or without suit the undersigned hereby agree to pay a reasonable attorney's fee.

This note is secured by a Deed of Trust of even date executed by the undersigned on certain real property described therein.

The undersigned hereby waive presentment, protest, and notice of non payment.

  
Fred Lawson

  
Maria Lawson



A Pioneer Company  
**PIONEER TITLE COMPANY**  
 OF ADA COUNTY

821 W. State St. / Boise, Idaho 83702 / (208) 373-3744

### LONG TERM ESCROW INSTRUCTIONS TO PIONEER TITLE COMPANY OF ADA COUNTY

#### 1. APPOINTMENT

The undersigned hereby agree that PIONEER TITLE COMPANY OF ADA COUNTY shall act as the parties' escrow holder and receive compensation in accordance with the schedule of fees and charges of Pioneer Title Company in effect on the date of accepting this escrow. The parties hereto shall be jointly and severally liable for all charges and fees. In the event the escrow holder shall be required to divide the payments, an additional minimum charge of \$5.00 shall be charged for each division for a payment. There will be an additional filing fee, the amount to be determined by the escrow holder for any subsequent assignments, amendments, close out or additional documents placed with this escrow. The escrow holder reserves the right to increase the collection charges and the charge for the division of payments on this escrow at any time by giving notice of such increase to the parties to this escrow by regular mail at the last address left with it.

#### 2. ESCROW FEES: Collection of fees shall be paid by:

2.1 Buyers: \_\_\_\_\_ Sellers: X Divided equally between buyer/seller  
 2.2 Collection Fees: X Monthly \_\_\_\_\_ Annually \_\_\_\_\_ Quarterly \_\_\_\_\_ Semi-Annually  
 2.3 Initial Filing Fee: \$310.00  
 2.4 Special Fees: \_\_\_\_\_

#### 3. DEPOSITED DOCUMENTS: The following documents are to be placed into escrow:

X Orig. Note X Orig. Recorded Deed of Trust X Request for Reconveyance  
 W-9 Other: \_\_\_\_\_

#### 4. PAYMENTS OF PRINCIPAL AND INTEREST:

- 4.1 Escrow to be closed upon payment of unpaid principal of \$130,000.00 plus accrued interest.  
 4.2 Simple interest is to be calculated at the rate of 8% per annum and shall commence on the 1st day of August, 2001, and shall be computed on the unpaid principal balance to date of payment each time a payment is paid.  
 4.3 Principal and interest (including balloon payments) shall be payable as follows:  
 Payable in monthly installments of \$1000/mo until August 1, 2008 at which date the entire remaining principal balance and interest accrued thereon shall be due and payable in full.  
 4.4 Check One: X All payments shall be credited first to the interest then due, and the balance applied to the principal.  
 Interest shall be paid in addition to principal payments.  
 4.5 There shall be added a late payment fee of \_\_\_\_\_ (or \_\_\_\_\_ % of the amount of installment) to each and every payment of principal and/or interest received by the holder of this note more than \_\_\_\_\_ days after the due date thereof.

#### 5. SALE AND ASSIGNMENT:

BUYERS \_\_\_\_\_ MAY X MAY NOT assign their interest in the property or the documents in escrow without seller's written consent.

Conditions of Assignment:

X MAY \_\_\_\_\_ MAY NOT prepay at any time.  
 Conditions of Prepayment:

(The above restrictions on assignment and prepayment must match the restrictions contained in the documentation deposited into escrow.)

#### 6. REMITTANCE INSTRUCTIONS: Until further written notice by sellers, payments received on this escrow shall be remitted as follows:

Checking Acct. \_\_\_\_\_ Savings Acct. \_\_\_\_\_ Account No: \_\_\_\_\_  
 In the name of: \_\_\_\_\_  
 Financial Inst. \_\_\_\_\_  
 Address \_\_\_\_\_  
 Other: \_\_\_\_\_

7. **LATE CHARGE.** Pioneer Title Company is not required to monitor collection of any late charges which may become due pursuant to the documents deposited into escrow. Pioneer Title Company is solely charged with the duties of receiving and retaining payments as instructed. Notwithstanding the foregoing, the parties acknowledge that any late charge which may become due pursuant to the parties' documentation may be included in the foreclosure and must be paid in order to cure any existing default. All late fees may be included in any amounts due and owing pursuant to a foreclosure instituted by a party pursuant to the documents deposited into escrow. Prior to a payoff in full of this escrow, the party entitled to accrued late fees may provide an accounting to Pioneer Title Company of all late charges due that party, which shall be communicated to the other party to the escrow as an amount due and owing in addition to the final payoff amount. If a party has not provided to Pioneer Title Company an accounting of all late charges then due, then Pioneer Title Company shall not be liable for accepting a payoff on a contract without collecting the accrued late charges.

8. **DEPOSITORY RESPONSIBILITIES.** It is expressly understood between the parties hereto that Pioneer Title Company is a depository only and shall not be responsible or liable in any manner whatsoever for the sufficiency or correctness as to form, manner of execution or validity of any instrument deposited in this escrow, nor as to the identity, authority or rights of any person involved herein, nor as to any assessments, liens or encumbrances against such property; and that the duties hereunder shall be limited to the safekeeping of such money, instruments or other documents received by it as an escrow holder, and for the delivery of the same in accordance with these written escrow instructions. It is further agreed that Pioneer Title Company shall in no case or event be liable for the failure of any of the conditions of this escrow or damage or loss caused by the exercise of Pioneer Title Company's discretion in any particular manner, or for any other reasons except gross negligence or willful misconduct with reference to this escrow.

9. **PAYMENTS.** Any payment made hereon other than in cash shall be conditionally credited on this escrow, pending the escrow holder's receipt of available funds. Should the escrow holder disburse the buyer's payment to the sellers and the buyer's payment, in whatever form it is made, is dishonored for any reason, sellers agree to return the amount of the payment to the escrow holder who shall cause the payment on its records. In the event the sellers do not return the payment, the escrow holder may retain the proceeds of the next payment for reimbursement or sale any other appropriate action to recover from either they buyers or sellers the amount disbursed together with all costs and attorney's fees incurred with such collection efforts. Buyers and sellers shall be charged a \$25.00 fee for any checks returned because of insufficient funds in such parties account or because the account has been closed.

10. **PAYMENTS.** If buyers or sellers fail to present for payment any check or instrument issued by Pioneer Title Company within ninety (90) days from the date such check was issued, then buyers and seller authorize Pioneer Title Company to debit the sum of Three dollars (\$3.00) per month from such funds until the check is presented for payment. If Pioneer Title Company reissues any sale check, the fee charged to Pioneer Title Company by its bank for stopping payment and reissuing a check shall be deducted from the funds otherwise due and payable to buyers and sellers.

11. **DISPUTES.** In the event of any disagreement between the parties hereto or any parties interested herein, resulting in adverse claims and demands being made by them or any of them in connection with the escrow holder, such escrow holder shall be entitled at its option to refuse to comply with such demands so long as such disagreement shall continue; and in so refusing, such escrow holder may refuse to deliver any money, papers or property involved in or affected by this escrow; and in so refusing the escrow holder shall not be or become liable to the parties to this escrow for its failure and/or refusal to comply with the conflicting or adverse demands of the parties hereto. Further, the escrow holder shall be entitled to continue to so refrain to act until: (a) the parties hereto have reached an agreement of their differences and shall have notified the escrow holder in writing of such agreement, or (b) the rights of the parties have been duly adjudicated by a court of competent jurisdiction. In the event of any disagreement between the parties hereto, or demands or claims being made upon the escrow holder by the parties hereto or interested herein or by any other party, Pioneer Title Company shall have the right but shall not be obligated, to employ legal counsel to advise it and/or represent it in any suit or action brought affecting this escrow or the papers held in connection herewith; and the parties hereto shall be jointly and severally liable to the escrow holder for any and all attorney's fees, costs and disbursements incurred by such escrow holder in connection herewith, and upon demand shall forthwith pay the same to the escrow holder.

12. **DEFAULTS.** In the event that the sellers or buyers shall declare a default and, if required by the documents deposited into escrow, they shall cause to be delivered to the escrow holder notification of default, in duplicate, and as many additional copies as the escrow holder may deem necessary with instructions to the escrow holder to mail the original of the notice to the defaulting party be registered or certified mail. The duplicate notice shall be retained with the escrow file. The buyers agree that should a notice of default be forwarded to them as set forth above, the escrow holder shall not be or become liable to the buyers for the delivery of the escrowed papers to the sellers unless they advise the escrow holder in writing within the time allowed in the contract to cure such default, that the terms of the contract are not in default or that the default has been satisfied. Defaults regarding deeds of trust shall be handled by the trust deed trustee pursuant to the applicable statutes of the State of Idaho. Pioneer Title Company shall provide escrowed documents to such trustee upon written request and receipt of a copy of the recorded notice of default. All matters of default must be cured through the trustee. In the event a default on the deed of trust is cured through the trustee, Pioneer Title Company shall be provided a copy of the rescission of default prior to accepting any subsequent payments from buyers. It shall be the responsibility of the sellers to notify Pioneer Title Company in writing of any such default or rescission thereof and Pioneer Title Company will not consider an escrow account in default until such time as sellers have provided Pioneer Title Company with written notification that foreclosure proceedings have been initiated through the trustee. Pioneer Title Company shall not be responsible for any damages arising out of or relating to the failure of any party to comply with such notice requirements.

Pioneer Title shall not be obligated to notify any party of nonpayment or other breach of contract.

13. **NOTICES.** Notices, payments or other written communications placed in the United States mail, postage prepaid and addressed to the undersigned at the address hereinafter set forth shall be deemed to have been given to the undersigned on the date of mailing. It shall be the duty of the parties hereto to keep the escrow department of the escrow holder advised of any change of address. Any change of address shall sufficiently identify the escrow concerned and the parties involved and shall be mailed to the escrow department of the escrow holder and to all parties concerned. All notices given pursuant to the terms of any documents placed in this escrow must be given through the escrow holder as herein above provided at the expense of the party giving notice and the escrow holder shall not be required to recognize service of notice given in any other manner. The escrow holder shall not be responsible to any damages arising out of or relating to the failure of any party to comply with such notice and mailing requirements.

14. **TERMINATION.** In the event that this escrow is canceled or forfeited, it is agreed that the escrow holder may return the documents to any of the sellers, their heirs, executors, administrators or assigns on demand. The escrow holder may retain the contract, amendments thereto, the escrow instruments and any assignments or correspondence which it may have received in connection with such escrow. Pioneer Title Company reserves the right at any time to resign as escrow holder, in which case the undersigned parties or their successors in interest at their expense shall promptly select a new substitute escrow holder to whom Pioneer Title Company may deliver the escrowed documents at not cost to Pioneer Title Company. In the event the undersigned parties have not selected a new or substitute escrow holder within 30 days of the resignation of Pioneer Title Company, the new or substitute escrow holder may be selected by Pioneer Title Company and any cost associated therewith may be deducted from the next payment made on this escrow.

Any instrument or document placed in escrow is accepted upon the condition that the escrow holder may at its option for any reason, within 15 days from the deposit of such instrument, refuse to accept the same. In which event, the escrow holder shall notify all parties hereto in writing of such refusal and shall return such instruments together with the fee paid in connection therewith to the party or parties depositing the same.

When the escrow holder receives the unpaid principal balance on this escrow and accrued interest on behalf of sellers, Pioneer Title Company shall deliver all of the above documents except the contract, subsequent assignments, supplemental agreements and escrow instructions, to buyers or their order and thereby close the escrow.

15. **COMPLIANCE.** Pioneer Title Company assumes no responsibility for determining that the parties to the escrow have complied with the requirements of the Truth in Lending, Consumer Credit Protection Act (Public Law 90-321) or any other laws or regulations. Pioneer Title Company shall not be responsible for damages or any losses arising from acts of God, strikes, accidents or other events beyond the control of Pioneer Title Company. Under no circumstances shall Pioneer Title Company be liable for consequential damages arising from any failure to comply with the terms of these instructions. These instructions give no rights or benefits to any other party other than the parties to these instructions and there are no third party beneficiaries to these instructions.

16. **INSURANCE.** It shall be the sole responsibility of the buyers and sellers to ensure that insurance is kept in force on the property and that any applicable real property or other taxes are paid in a timely manner, and Pioneer Title Company assumes no liability for lack of sufficiency of insurance or lack of payment of taxes.

17. **COSTS.** The escrow holder shall have a lien upon all moneys, papers and properties held by it in connection herewith for any fees, costs, attorneys' fees or expenses due hereunder.

08/07/01 08:31 FAX 2083849938

PIONEER TITLE OF ADA CO

0018

Dated this

18. SIGNATURES AND COMPLETE ADDRESSES (Please Print)

PAYORS/BUYERS

PAYEE/SELLERS

Fred Lawson  
SS#: 554-58-1837  
Maria Lawson  
SS#: 245-35-3451

William Zyla  
SS#: 350-28-1083  
Daniel Zyla  
SS#: 558-23-7047

SS#: \_\_\_\_\_

SS#: \_\_\_\_\_

SS#: \_\_\_\_\_

SS#: \_\_\_\_\_

7655 Highway 21  
Address  
Lowland, ID 83637

5855 Highland Avenue  
Address  
Yorba Linda, CA 92886

Home # 208-259-3344

Home # (714) 993-6292

Work # \_\_\_\_\_

Work # \_\_\_\_\_

Pioneer Title Company

By: \_\_\_\_\_  
Long Term Escrow Department

Its: \_\_\_\_\_

Date Accepted for Escrow: \_\_\_\_\_



A Pioneer Company  
**PIONEER TITLE COMPANY**  
OF ADA COUNTY  
821 W. State St. / Boise, Idaho 83702  
(208) 373-3744

## DEED OF TRUST

**THIS DEED OF TRUST**, Made this 1st day of November, 2001, **BETWEEN FRED LAWSON AND MARLA LAWSON, HUSBAND AND WIFE**, herein called GRANTOR, whose address is 7655 Highway 21, Lowman ID 83637; **PIONEER TITLE COMPANY OF ADA COUNTY**, herein called TRUSTEE; and **William Zyla and Dana Zyla** whose mailing address is 5855 Highland Avenue, Yorba Linda, CA 92886, herein called BENEFICIARY;

**WITNESSETH:** That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Boise, State of Idaho, described as follows and containing not more than forty acres:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.**

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of One Hundred Thirty Thousand dollars and Zero cents (\$130,000.00), final payment due November 1, 2008, and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

**A. To protect the security of this Deed of Trust, Grantor agrees:**

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate; irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire, vandalism and malicious mischief insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The provisions hereof are subject to the mutual agreements of the parties as below set forth.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this All-inclusive Deed of Trust.

(4) To pay: (a) at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; (b) when due, subject to the mutual agreements of the parties as below set forth, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; (c) all allowable expenses of this Trust.

(5) Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such power, pay allowable expenses.

(6) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof.

**B. It is mutually agreed that:**

(1) Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(3) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(4) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(6) Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of title evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(7) This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(8) Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(9) In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address herein before set forth.

  
Fred Lawson

  
Marla Lawson

STATE OF Idaho. County of Ada, ss.

On this \_\_\_\_\_ day of November, in the year of 2001, before me Brock G. Condie, notary public personally appeared Fred Lawson and Marla Lawson, known or identified to me to be the persons whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public of  
Residing at  
Commission expires:

**REQUEST FOR FULL RECONVEYANCE**  
TO BE USED ONLY WHEN NOTE HAS BEEN PAID.

\_\_\_\_\_  
Idaho, \_\_\_\_\_

**TO: PIONEER TITLE COMPANY OF ADA COUNTY, Trustee:**

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidence of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate now held by you under the same.

Deliver to: \_\_\_\_\_

\_\_\_\_\_  
**THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL  
ADVANCES MUST BE PRESENTED WITH THIS REQUEST.**

## EXHIBIT A

### Parcel A:

Tract North of highway: A tract of land in Homestead Entry No. 88, in Section 31, Township 9 North, Range 8 East, Boise Meridian, Boise County, Idaho, more particularly described as follows:

Beginning at the most Northerly corner of Lot 10, Block 1 of Will Sellman Subdivision No. 1, according to the plat thereof on file in the Boise County recorder's office, Idaho City, Idaho; thence  
South 24 degrees 39' West along the boundary line of said subdivision, 290.55 feet to a steel pin; thence  
South 39 degrees 17'20" East along said boundary line, 426.38 feet to a steel pin; thence  
South 6 degrees 55' East along said boundary line, 203.05 feet to a steel pin on the Northerly right-of-way of Idaho State Highway No. 21; thence along said right-of-way line on a curve to the right with a radius of 561.62 feet, a central angle of 31 degrees 56' and whose long chord bears  
North 66 degrees 32' West 308.98 feet to a point 75.0 feet left of Centerline Station 196+62.70 P.S.C.; thence along said right-of-way line on a spiral to the right whose long chord bears  
North 44 degrees 28'30" West 188.02 feet; to a point 75.0 feet left of Centerline Station 194+62.7 P.S.; thence  
North 41 degrees 34' West along said right-of-way line 28.34 feet to a point 75.0 feet left of Centerline Station 194+34.36 P.T.; thence along said right-of-way line on a spiral to the right whose long chord bears  
North 38 degrees 41'40" West 138.07 feet to a point 75.0 feet left of Centerline Station 192+84.36 P.C.S.; thence along said right-of-way line on a curve to the right with a radius of 402.47 feet, a central angle of 6 degrees 24' and whose long chord bears  
North 29 degrees 22' West 44.93 feet to a point 75.0 feet left of Centerline Station 192+31.03 P.S.C.; thence  
North 30 degrees 12' West along said right-of-way line 141.54 feet to a point 50.0 feet left of Centerline Station 190+81.03 P.S.; thence  
North 25 degrees 25'40" West along said right-of-way line 72.78 feet to a point 40.0 feet left of Centerline Station 190+10; thence  
North 16 degrees 54'08" West along said right-of-way line 101.99 feet to a point 50.0 feet left of Centerline Station 189+15.73 P.C.S.; thence  
North 24 degrees 36'50" West along said right-of-way line 135.01 feet to a point 75.0 feet left of Centerline Station 188+00; thence  
North 37 degrees 54'45" West along said right-of-way line 143.76 feet to a point 90.0 feet left of Centerline Station 186+58.44 P.T.; thence along said right-of-way line on a spiral to the left whose long chord bears  
North 48 degrees 07'10" West 166.92 feet to a point 90.0 feet left of Centerline Station 185+08.44 P.C.S.; thence along said right-of-way line on a curve to the left with a radius of 485.14 feet, a central angle of 54 degrees 22' and whose long chord bears  
North 82 degrees 22'30" West 443.26 feet to a point 90.0 feet left of Centerline Station 181+33.50 P.S.C.; thence along said right-of-way line  
South 58 degrees 44'50" West 142.89 feet to a point; thence  
North 11 degrees 55'30" East 280.02 feet to a point; thence  
South 86 degrees 26'10" East 35.00 feet to a steel pin; thence  
North 3 degrees 02'40" East 270.08 feet to a steel pin on the line between corners 2 and 3 of the Homestead Entry Survey No. 88; thence  
South 53 degrees 12'50" East along said line 1316.33 feet to a brass cap marking Corner No. 2 of said H.E.S. No. 88; thence  
South 86 degrees 58'40" East 170.00 feet to the point of beginning.

### Parcel B:

Tract between highway and subdivision: A tract of land in Homestead Entry No. 88, in Section 31 and 32, Township 9 North, Range 8 East, Boise Meridian, Boise County, Idaho, more particularly described as follows:

Beginning at the most Southerly corner of Lot 21, Block 2 of Will Sellman Subdivision No. 1, according to the plat thereof on file in the Boise County recorder's office, Idaho City, Idaho; thence  
North 22 degrees 12'30" West along the boundary of said Will Sellman Subdivision No. 1, a distance of 42.34 feet to a steel pin; thence along said boundary on a curve to the right with a radius of 215.0 feet, a central angle of 7 degrees 51'50" and whose long chord bears  
South 71 degrees 43'25" West 29.50 feet to a steel pin; thence  
South 75 degrees 39'20" West along said boundary, 194.89 feet to a steel pin on the Northerly right-of-way line of Idaho State Highway No. 21; thence along said right-of-way line on a curve to the left with a radius of 561.62 feet, a central angle of 24 degrees 00' and whose long chord bears  
North 85 degrees 30' East 233.54 feet to the place of beginning.

### Parcel C:

Portion of South of highway: A tract of land in Homestead Entry Survey No. 88, Sections 31 and 32, Township 9 North, Range 8 East, Boise Meridian, Boise County, Idaho, more particularly described as follows:

Commencing at Corner No. 7 of Homestead Entry No. 88 in Section 32, Township 9 North, Range 8 East, Boise Meridian, said point being a charred post in a mound of rock; thence following a meander line along the right bank of the South Fork of the Payette River  
South 60 degrees 52'20" West 406.14 feet to a brass cap meander corner, said point being on the section line between Sections 31 and 32; thence  
South 84 degrees 04'50" West 93.57 feet along said meander line to a point; thence  
North 55 degrees 15' West 501.60 feet along said meander line to a point; thence  
North 52 degrees 00' West 382.80 feet along said meander line to a point; thence

North 12 degrees 45' West 429.00 feet along said meander line to a point; thence  
 North 41 degrees 30' West 343.21 feet along said meander line to a point; thence  
 North 65 degrees 30' West 240.03 feet along said meander line to a point on the Southerly right-of-way line of  
 Idaho State Highway No. 21; thence along said right-of-way on a curve to the right with a radius of 320.14 feet and  
 a central angle of 38 degrees 32'40" and whose long chord bears  
 South 74 degrees 27'50" East 211.33 feet to a point 75.0 feet right of Centerline Station 185+08.44 P.C.S.; thence  
 along said right-of-way line on a spiral to the right whose long chord bears  
 South 47 degrees 44'33" East 135.66 feet to a point 75.0 feet right of Centerline Station 186+58.44 P.T.; thence  
 along said right-of-way line  
 South 44 degrees 19' East 63.36 feet to a point 75.0 feet right of Centerline Station 187+21.80 P.S.; thence along  
 said right-of-way line on a spiral to the right whose long chord bears  
 South 40 degrees 59'35" East 136.16 feet to a point 75.0 feet right of Centerline Station 188+71.80 P.S.C.; thence  
 along said right-of-way line on a curve to the right with a radius of 334.26 feet, a central angle of 6 degrees 09' and  
 whose long chord bears  
 South 30 degrees 44'30" East 35.86 feet to a point 75.0 feet right of Centerline Station 189+15.73 P.C.S.; thence  
 along said right-of-way line on a spiral to the right whose long chord bears  
 South 20 degrees 29'25" East 136.16 feet to a point 75.0 feet right of Centerline Station 190+65.73 P.T.; thence  
 South 17 degrees 10' East along said right-of-way line 15.30 feet to a point 75.0 feet right of Centerline Station  
 190+81.03 P.S.; thence along said right-of-way line on a spiral to the left whose long chord bears  
 South 20 degrees 16'33" East 161.68 feet to a point 75.0 feet right of Centerline Station 192+31.03 P.S.C.; thence  
 along said right-of-way line on a curve to the left with a radius of 552.47 feet, a central angle of 6 degrees 24' and  
 whose long chord bears  
 South 29 degrees 22' East 61.68 feet to a point 75.0 feet right of Centerline Station 192+84.36 P.C.S.; thence along  
 said right-of-way line on a spiral to the left whose long chord bears  
 South 38 degrees 27'27" East 161.68 feet to a point 75.0 feet right of Centerline Station 194+34.36 P.T.; thence  
 South 41 degrees 34' East along said right-of-way line 28.34 feet to a point 75.0 right of Centerline Station  
 194+62.70 P.S.; thence along said right-of-way line on a spiral to the left whose long chord bears  
 South 44 degrees 39' East 211.55 feet to a point 75.0 feet right of Centerline Station 196+62.70 P.S.C.; thence  
 along said right-of-way line on a curve to the left with a radius of 711.62 feet, a central angle of 60 degrees 12' and  
 whose long chord bears  
 South 80 degrees 40' East 713.77 feet to a point 75.0 feet right of Centerline Station 203+31.59 P.C.S.; thence  
 along said right-of-way line on a spiral to the left whose long chord bears  
 North 64 degrees 19' East 156.83 feet to the intersection of the Easterly boundary line of said Homestead Entry  
 Survey No. 88; thence  
 South 4 degrees 54'20" West along said Easterly boundary line 69.08 feet to the point of beginning.

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PIONEER TITLE OF ADA CO

019



A Pioneer Company

**PIONEER TITLE COMPANY**  
OF ADA COUNTY

821 W. State St. / Boise, Idaho 83702 / (208) 373-3744

**ESCROW INSTRUCTIONS**

**SELLER:** William Zyla and Dana Zyla  
**BUYER:** Fred Lawson and Maria Lawson  
**LENDER:**  
**PROPERTY:** 7655 Highway 21  
Lowman, Idaho 83637  
**ESCROW NO.:** 206485

**DATE:** August 7, 2001

**To: PIONEER TITLE COMPANY OF ADA COUNTY**

Upon receipt of collected funds sufficient to close this transaction, PIONEER TITLE COMPANY OF ADA COUNTY is authorized to close the above escrow and record the documents delivered to it, as well as to disburse those funds as set forth in the closing statement executed and hereby approved by the Buyer and Seller, on the following conditions:

1. **TITLE INSURANCE:** Buyer and Seller instruct Pioneer Title Company to close this transaction upon notification that a(n) Standard Owner's Policy in the amount of \$150,000.00 insuring Buyer and an ALTA Title insurance policy can be issued insuring in an amount not exceeding subject to customary title exceptions, restrictive covenants, easements, and title exceptions 1 thru 6 as set forth in Title Commitment No. 206485, which Buyer and Seller have read and hereby approve.

2. **PRORATIONS:** All prorations between Buyer and Seller shall be as of the date set forth in the closing statement. All prorations shall be based upon a 365-day year, unless the parties otherwise notify Pioneer Title Company of a different applicable amortization period. Calculated prorations shall be based upon the most recently available property tax, rental and insurance information received from Seller of the Deed of Trust beneficiary or mortgagee. All water, utility, and other prorations not specifically set forth in the closing statement shall be prorated directly between Buyer and Seller outside of this closing. Additional recording fees and additional interest due on any required loan payoffs different from that set forth in the closing statement may be deducted from the appropriate party's funds, notwithstanding the amounts set forth in that closing.

3. **FIRE INSURANCE:** Pioneer Title Company shall have no obligation to cancel, transfer, or purchase fire or other insurance for the Buyer and Seller. All insurance needs of the parties shall be handled directly by the parties, outside of escrow.

4. **DISPUTES WITH PIONEER TITLE:** Pioneer Title Company and every other party executing this Agreement agree that all disputes, claims, and controversies involving Pioneer Title Company in any way, whether individual, joint, or class in nature, arising out of this agreement or otherwise, including without limitation contract and tort disputes, in which the amount in controversy is \$50,000.00 or less shall be arbitrated pursuant to the Uniform Arbitration Act, upon written request of Pioneer Title Company. The parties shall mutually agree upon the arbitrator who shall be a licensed attorney or retired judge. Each of the parties to the dispute shall pay a pro-rata share of the arbitrator's fee. If the parties to the dispute cannot agree upon the arbitrator, then the arbitrator shall be selected by the court of general jurisdiction in the judicial district in which the principal office of Pioneer Title Company is situated upon motion or petition of Pioneer Title Company. The award rendered by the arbitrator shall be final and non-appealable, except that judgment may be entered in any court having jurisdiction thereof enforcing the terms of the arbitrator's award. Under no circumstances shall an arbitrator award punitive or exemplary damages to any of the parties to the arbitration.

5. **DISPUTES WITH OTHERS:** If a dispute arises between the Buyer and Seller or with any third party, Pioneer Title Company shall have the option to await settlement of such controversy between the parties and submission of joint written instructions by them, or to institute an interpleader action or otherwise await the entry of a court order judgment determining the parties' rights in such dispute. In the event that you should become a party to any such legal proceedings, we jointly and severally agree to pay and to hold you as escrow holder harmless from and against any and all costs, charges, damages, attorney's fees or other expense which you in good faith may incur.

6. **DISBURSEMENTS:** Buyer and Seller agree to pay and reimburse Pioneer Title Company, upon demand, any sums paid or otherwise disbursed by it in reliance upon any check, draft, or other items if they are returned or otherwise fail to result in the immediate, unconditional deposit or credit of cash funds at closing. If Buyer or Seller fails to present for payment any check or instrument issued by Pioneer Title Company within ninety (90) days from the date such check was issued, then Buyer and Seller authorizes Pioneer Title Company to deduct

the sum of three dollars (\$3.00) per month from such funds until the check is presented for payment. If Pioneer Title Company reissues any stale check, the fee charged to Pioneer Title by its bank for reissuing a check shall be deducted from the funds otherwise due and payable to Buyer and Seller.

7. **AMENDMENTS:** These instructions may only be amended in writing signed by the parties to this escrow or as set forth in any written supplemental escrow instruction. Pioneer Title Company may return the instruments and funds delivered pursuant to these instructions if this transaction fails to close within fifteen (15) working days from the above date; however, if Pioneer Title Company elects not to return the instruments and funds, then this transaction may proceed to close, unless Pioneer Title Company is otherwise notified by the parties to this escrow.

8. **COPIES:** Buyer and Seller authorizes Pioneer Title Company to deliver a copy of these instructions and related documentation to Buyer's or Seller's real estate broker, salesperson, mortgagee, deed of trust beneficiary, attorney or other agent upon request.

9. **TRUSTEE'S RECONVEYANCE FEE:** Some deeds of trust provide that no reconveyance charge shall be charged to the party legally entitled to the reconveyance while other deeds of trust forms limit the dollar amount of a reconveyance fee. The undersigned nevertheless request that Pioneer Title Company pay the trustee's customary reconveyance fee notwithstanding any contrary agreement, restriction or limitation set forth in any deed of trust wherein a reconveyance is requested in this transaction. The undersigned knowingly and intentionally waive any restriction or limitation on the collection of a reconveyance fee set forth in the closing statement executed and hereby approved by the undersigned.

THE UNDERSIGNED ARE HEREBY NOTIFIED THAT THEY HAVE THE RIGHT TO HAVE THE DOCUMENTATION USED IN THE CLOSING AND THESE ESCROW INSTRUCTIONS REVIEWED BY AN ATTORNEY OF THE UNDERSIGNED'S CHOICE, AT THEIR EXPENSE, PRIOR TO CLOSING. ANY QUESTIONS THEY MAY HAVE WITH REGARD TO THE DOCUMENTATION SHOULD BE ADDRESSED TO ANY ATTORNEY. PIONEER TITLE COMPANY CANNOT ANSWER LEGAL QUESTIONS FOR THE PARTIES.

Fred Lawson  
Fred Lawson  
Maria Lawson  
Maria Lawson

William B. Lawson  
William B. Lawson  
Debra Zyl  
Debra Zyl

PIONEER TITLE COMPANY OF ADA COUNTY,

By Brock Coodie  
Escrow Officer

08/07/01 09:31 FAX 2083849936

PIONEER TITLE OF ADA CO

0021



A Pioneer Company

PIONEER TITLE COMPANY

OF ADA COUNTY

821 W. State St. / Boise, Idaho 83702 / (208) 373-3744

#### HOMEOWNERS EXEMPTION DISCLAIMER

The undersigned has/have been provided a courtesy copy of the Homeowner's Exemption form made available to the general public of Ada County. The undersigned confirm(s) that this form has been provided to the undersigned by request and that Pioneer Title Company assumes no responsibility for completing the form and filing it with the appropriate governmental agency. All questions concerning the completion and filing of the form should be directed to the appropriate governmental agency, or to the undersigned's attorney.

August 7, 2001

Fred Lawson

Fred Lawson

Maria Lawson

Maria Lawson

08/07/01 09:31 FAX 2083849938

PIONEER TITLE OF ADA CO

0023

Pioneer Title Company and Pioneer 1031 Company

## PRIVACY POLICY NOTICE

### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Pioneer Title Company and Pioneer 1031 Company.

We may collect nonpublic personal information about you from the following sources:

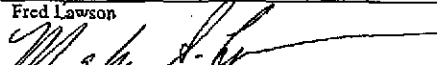
- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files or from our affiliates.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction such as the real estate agent or lender.

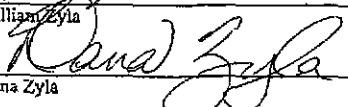
Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

  
Fred Lawson  
  
Marla Lawson

  
William Zyla  
  
Dana Zyla

08/07/01 09:32 FAX 2083849936

PIONEER TITLE OF ADA CO

026



A Pioneer Company

**PIONEER TITLE COMPANY**  
OF ADA COUNTY

821 W. State St. / Boise, Idaho 83702 / (208) 373-3744

#### TAX NOTICE

RE: 206485

THE TAX VALUES SHOWN IN THE ACCOMPANYING CLOSING STATEMENT ARE BASED ON:

2001 estimates of, which is based on the most current information available from the Boise County Assessor's Office at this time.

The buyer and seller herein affirm and agree that Pioneer Title Company, its employees, agents, or assigns have not made any warranties as to the accuracy of the figures. Further, the buyer and seller agree that if the actual tax amount (as shown in the tax statement forwarded by the Treasurer's Office during the year of the sale) differs from the amount shown above, the following will occur:

1. If the buyer has received excess credit based on the estimated tax, the buyer agrees to reimburse the seller for such excess; or
2. If the seller has received excess credit based on the estimated tax, the seller agrees to reimburse the buyer for such excess.
3. Reimbursement, if applicable, shall be made by the respective party within three months of receipt of the actual tax notice: any such reimbursement shall be handled by and between the undersigned and not as part of any escrow services provided by Pioneer Title Company.

August 7, 2001

*Fred Lawson*  
Fred Lawson

*Marla Lawson*  
Marla Lawson

*William Zyla*  
William Zyla

*Dana Zyla*  
Dana Zyla

08/07/01 09:29 FAX 2083849938

PIONEER TITLE OF ADA CO

008



A Pioneer Company

**PIONEER TITLE COMPANY**  
OF ADA COUNTY

821 W. State St. / Boise, Idaho 83702 / (208) 373-3744

#### CONDITIONS OF CLOSING

August 7, 2001

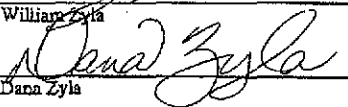
Escrow No. 206485

The undersigned parties acknowledge that the signing of the documents deposited in this escrow DOES NOT constitute closing. Closing will be completed upon recording of the applicable documents which is contingent upon the following conditions, including but not limited to:

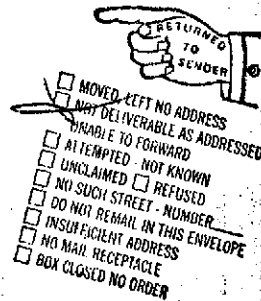
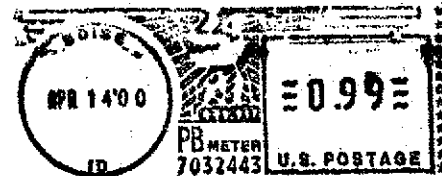
- (1) RECEIPT OF CERTIFIED FUNDS FROM THE APPLICABLE PARTIES, WHICH INCLUDES LENDER'S LOAN PROCEEDS BY WIRE TRANSFER.
- (2) SATISFACTION OF REQUIREMENTS AS PER THE LENDER FOR LOAN FUNDING.
- (3) DEPOSIT OF ALL REQUIRED DOCUMENTS.

The parties further acknowledge and agree that Pioneer Title Company will be held harmless for any additional interest, due or lost, or matters pertaining to possession of the property, in the event there is a delay in final closing due to non-satisfaction of the above conditions.

  
\_\_\_\_\_  
Fred Lawson  
  
\_\_\_\_\_  
Maria Lawson

  
\_\_\_\_\_  
William Zyla  
  
\_\_\_\_\_  
Dana Zyla

Dept. of Water Resources  
Adjudication Bureau  
P. O. Box 83720  
Boise, ID 83720-0098



RECEIVED  
APR 18 2000  
WATER RESOURCES  
WESTERN REGION

65-03260  
DALE M HQLCOMB  
HERMAN F POGUE  
HC 76 BOX 3234  
LOWMAN ID 83637

65-02452  
-10549  
-10550 B  
-10551 B  
-10553



## State of Idaho

### DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 FAX: (208) 327-7866

April 11, 2000

DIRK KEMPTHORNE  
GOVERNOR

KARL J. DREHER  
DIRECTOR

65-03260  
DALE M HOLCOMB  
HC 76 BOX 3234  
LOWMAN ID 83637

RE: Water Rights in Reporting Area 15, Basin 65  
Snake River Basin Adjudication (SRBA)

Dear Water Right Claimant(s):

Please find enclosed the Idaho Department of Water Resources recommendations for your water right(s) in part 2 of basin 65 (the South and Middle Fork of the Payette River drainage areas). We have also enclosed instructions for reviewing (1) your recommended water right(s), and (2) other recommended right(s) in your area. Water rights for nearly all domestic and/or stockwater rights were recommended separately in an earlier report, and most of those now have been decreed by the SRBA Court.

Note you have 60 days in which to review the water rights of other claimants and to file any objection to our recommendations. Information on the other water rights can be found at the county courthouses in Cascade, Idaho City, Emmett, Payette, and Weiser, and at all of the Idaho Department of Water Resources offices (see addresses in enclosure).

If the SRBA Court does not receive an objection to our recommendation from you and no other party objects to your water right, your water right will be decreed near the end of this year as recommended. You will receive your decree from the SRBA Court.

Completion of the SRBA is important for the future of water management in Idaho. We invite you to contact our regional offices with any questions you have about your water right(s) or this adjudication process.

Sincerely,

Karl J. Dreher  
Director

Enclosures

IDAHO DEPARTMENT OF WATER RESOURCES  
INDIVIDUAL LISTING FROM DIRECTOR'S REPORT  
OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 65-03260

NAME AND ADDRESS: DALE M HOLCOMB  
HERMAN F POGUE  
HC 76 BOX 3234  
LOWMAN ID 83637  
  
T LORRAINE SELLMAN  
W E SELLMAN  
PO BOX 67  
DONNELLY ID 83615

SOURCE: SPRINGS TRIBUTARY: PAYETTE RIVER, SOUTH FORK

QUANTITY: 0.02 CFS

THIS RIGHT WHEN COMBINED WITH RIGHT 65-2452 SHALL PROVIDE NO  
MORE THAN .40 CFS.

PRIORITY-DATE: 04/01/1912

POINT OF DIVERSION T09N R08E S32 LOT 3 ( NWNW) Within BOISE County

PURPOSE AND

| PERIOD OF USE: | PURPOSE OF USE | PERIOD OF USE | QUANTITY |
|----------------|----------------|---------------|----------|
|                | HEATING        | 01-01 12-31   | 0.02 CFS |
|                | RECREATION     | 01-01 12-31   | 0.02 CFS |

RECREATION USE IS A SWIMMING POOL AND HEATING USE IS FOR A LODGE

PLACE OF USE: RECREATION Within BOISE County  
T09N R08E S31 LOT 5 (SENE)

Place of use for HEATING is same as RECREATION

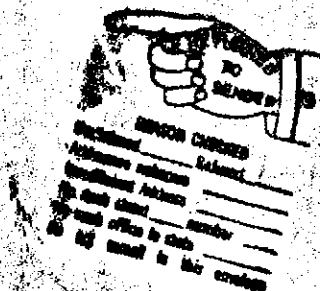
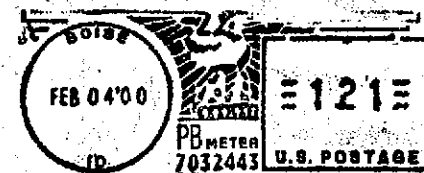
OTHER MATTERS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - DECREE

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
WESTERN REGIONAL OFFICE  
2735 AIRPORT WAY  
BOISE, IDAHO 83705

ADDRESS SERVICE  
REQUESTED



NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

RECEIVED

FEB 18 2000

WATER RESOURCES  
WESTERN REGION

R65-10553  
W E SELLMAN  
T LORRAINE SELLMAN  
PO BOX 10553

65-02452

103260

10549

10550 B

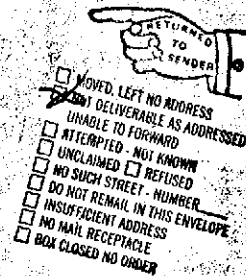
10551 B

1924 W. King Rd  
Kuna, Id 83634  
(Internet home page)

Re-sent 2/22/00

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
WESTERN REGIONAL OFFICE  
2735 AIRPORT WAY  
BOISE, IDAHO 83705

ADDRESS SERVICE  
REQUESTED



RECEIVED

FEB 08 2000

WATER RESOURCES  
WESTERN REGION

65-02452  
-10549  
-10550 B  
-10551 B  
-10553

R65-03260  
DALE M HOLCOMB  
HERMAN F POGUE  
HC 76 BOX 3234  
LOWMAN ID 83637

February 3, 2000

**NOTICE OF ERROR  
REPLY**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

**YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: March 3, 2000**

Water right number: 65-03260

DALE M HOLCOMB  
HC 76 BOX 3234  
LOWMAN ID 83637

Daytime Telephone Number:

Evening Telephone Number:

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
  
  
  
  
  
  
  
  
  
  
2. Describe the changes you wish to make in the proposed recommendation:
  
  
  
  
  
  
  
  
  
  
3. Give a brief explanation as to why you disagree with these portions:

\_\_\_\_ I AGREE with this proposed recommendation; no changes need to be made.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
Please print your name: \_\_\_\_\_

IDWR Western Regional Office, 2735 Airport Way, Boise, ID 83705-5082, (208) 334-2190

RIGHT NUMBER: 65-03260

NAME AND ADDRESS: DALE M HOLCOMB  
HERMAN F POGUE  
HC 76 BOX 3234  
LOWMAN ID 83637

T LORRAINE SELLMAN  
W E SELLMAN  
PO BOX 67  
DONNELLY ID 83615

SOURCE: SPRINGS                      TRIBUTARY: PAYETTE RIVER, SOUTH FORK

QUANTITY: 0.02 CFS

THIS RIGHT WHEN COMBINED WITH RIGHT 65-2452 SHALL PROVIDE NO MORE THAN .40 CFS.

PRIORITY-DATE: 04/01/1912

POINT OF DIVERSION      T09N R08E S32      LOT 3 ( NWNW)      Within BOISE County

## PURPOSE AND

| PERIOD OF USE: | PURPOSE OF USE | PERIOD OF USE | QUANTITY |
|----------------|----------------|---------------|----------|
|                | HEATING        | 01-01 12-31   | 0.02 CFS |
|                | RECREATION     | 01-01 12-31   | 0.02 CFS |

RECREATION USE IS A SWIMMING POOL AND HEATING USE IS FOR A LODGE

PLACE OF USE: RECREATION Within BOISE County

T09N R08E S31      LOT 5    (SENE)

Place of use for HEATING is same as RECREATION

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

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - DECREE

February 3, 2000

**NOTICE OF ERROR  
REPLY**

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

**YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: March 3, 2000**

Water right number: 65-03260

HERMAN F POGUE  
HC 76 BOX 3234  
LOWMAN ID 83637

Daytime Telephone Number:

Evening Telephone Number:

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):
  
  
  
  
  
  
  
  
  
  
2. Describe the changes you wish to make in the proposed recommendation:
  
  
  
  
  
  
  
  
  
  
3. Give a brief explanation as to why you disagree with these portions:

       **I AGREE with this proposed recommendation; no changes need to be made.**

**DATE:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_  
Please print your name: \_\_\_\_\_

IDWR Western Regional Office, 2735 Airport Way, Boise, ID 83705-5082, (208) 334-2190

RIGHT NUMBER: 65-03260

NAME AND ADDRESS: DALE M HOLCOMB  
HERMAN F POGUE  
HC 76 BOX 3234  
LOWMAN ID 83637  
  
T LORRAINE SELLMAN  
W E SELLMAN  
PO BOX 67  
DONNELLY ID 83615

SOURCE: SPRINGS                      TRIBUTARY: PAYETTE RIVER, SOUTH FORK

QUANTITY: 0.02 CFS

THIS RIGHT WHEN COMBINED WITH RIGHT 65-2452 SHALL PROVIDE NO MORE THAN .40 CFS.

PRIORITY-DATE: 04/01/1912

POINT OF DIVERSION      T09N R08E S32      LOT 3 (    NWNW)      Within BOISE County

## PURPOSE AND

| PERIOD OF USE: | PURPOSE OF USE | PERIOD OF USE | QUANTITY |
|----------------|----------------|---------------|----------|
|                | HEATING        | 01-01 12-31   | 0.02 CFS |
|                | RECREATION     | 01-01 12-31   | 0.02 CFS |

RECREATION USE IS A SWIMMING POOL AND HEATING USE IS FOR A LODGE

PLACE OF USE: RECREATION Within BOISE County  
T09N R08E S31 LOT 5 (SENE)

Place of use for HEATING is same as RECREATION

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THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS  
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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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - DECREE

AJ5809NP  
No. R65-03260

IDAHO DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIM PROFILE REPORT

DATE: 01/28/00  
PAGE: 30

| OWNER<br>CODE    | NAME & ADDRESS                                                         | PRIORITY<br>DATE | WATER USE             | USE PERIOD<br>FROM TO      | DIVERSION<br>RATE      | DIVERSION<br>VOLUME |
|------------------|------------------------------------------------------------------------|------------------|-----------------------|----------------------------|------------------------|---------------------|
| C                | T LORRAINE SELLMAN<br>PO BOX 67<br>DONNELLY ID 83615<br>(208) 382-4718 | 04/01/1912       | HEATING<br>RECREATION | 01-01 12-31<br>01-01 12-31 | 0.020 CFS<br>0.020 CFS |                     |
| TOTAL DIVERSION: |                                                                        |                  |                       |                            | 0.020 CFS              |                     |
| C                | DALE M HOLCOMB                                                         |                  |                       |                            |                        |                     |
| C                | HERMAN F POGUE<br>HC 76 BOX 3234<br>LOWMAN ID 83637<br>(208) 259-3344  |                  |                       |                            |                        |                     |
| C                | W E SELLMAN<br>PO BOX 67<br>DONNELLY ID 83615<br>(208) 382-4718        |                  |                       |                            |                        |                     |

Water Source: SPRINGS

Tributary to: PAYETTE RIVER, SOUTH FORK

Stage: DECREED

Point(s) of Diversion:

T09N R08E S32 Lot03( NWNW)

BOISE County

Place of use Legal Description for: RECREATION

| NE  |     |     |   | NW   |      |      |      | SW |      |      |      | SE   |   |      |      |      |      |   |      |      |      |      |   |
|-----|-----|-----|---|------|------|------|------|----|------|------|------|------|---|------|------|------|------|---|------|------|------|------|---|
| T   | R   | S   | : | NENE | NWNE | SWNE | SENE | :  | NENW | NWNW | SWNW | SENW | : | NESW | NWSW | SWSW | SESW | : | NESE | NWSE | SWSE | SESE | : |
| --- | --- | --- | : | Lt   | Ac   | Lt   | Ac   | :  | Lt   | Ac   | Lt   | Ac   | : | Lt   | Ac   | Lt   | Ac   | : | Lt   | Ac   | Lt   | Ac   | : |
| 09N | 08E | 31  | : |      |      |      |      | :  |      |      |      |      | : |      |      |      |      | : |      |      |      |      | : |
|     |     |     | : |      |      |      |      | :  |      |      |      |      | : |      |      |      |      | : |      |      |      |      | : |

Place of use location for HEATING is the same location as described for: RECREATION

POU County: BOISE

Other Rights: 65-02452, 65-10549

Conditions of Approval:

- 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.

Remarks: QNT THIS RIGHT WHEN COMBINED WITH RIGHT 65-2452 SHALL PROVIDE NO  
MORE THAN .40 CFS.

USE RECREATION USE IS A SWIMMING POOL AND HEATING USE IS FOR A LODGE

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number: 65

Field Inspection Flag:  
Presumption Flag:

AJ5809NP  
No. R65-03260

IDaho DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIM PROFILE REPORT

DATE: 01/28/00  
PAGE: 31

Audit: 12/22/99 SVANHOFF 01/25/00 LHARRIS

AJ5809NP  
No. R65-03260

IDAHO DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIM PROFILE REPORT

DATE: 01/13/00  
PAGE: 28

| OWNER<br>CODE    | NAME & ADDRESS                                                         | PRIORITY<br>DATE | WATER USE  | USE PERIOD<br>FROM TO | DIVERSION<br>RATE | DIVERSION<br>VOLUME |
|------------------|------------------------------------------------------------------------|------------------|------------|-----------------------|-------------------|---------------------|
| C                | WE SELLMAN                                                             | 04/01/1912       | HEATING    | 01-01 12-31           | 0.020 CFS         |                     |
| C                | T LORRAINE SELLMAN<br>PO BOX 67<br>DONNELLY ID 83615<br>(208) 382-4718 |                  | RECREATION | 01-01 12-31           | 0.020 CFS         |                     |
| TOTAL DIVERSION: |                                                                        |                  |            |                       | 0.020 CFS         |                     |
| C                | DALE M HOLCOMB                                                         |                  |            |                       |                   |                     |
| C                | HERMAN F POGUE<br>HC 76 BOX 3234<br>LOWMAN ID 83637<br>(208) 259-3344  |                  |            |                       |                   |                     |

Water Source: SPRINGS

Tributary to: PAYETTE RIVER, SOUTH FORK

Stage: DECREE

Point(s) of Diversion:

T09N R08E S32 Lot03(

BOISE County

Place of use Legal Description for: RECREATION

| NE  |     |     |   | NW   |      |      |      | SW |      |      |      | SE   |   |      |      |      |      |   |      |      |      |      |   |
|-----|-----|-----|---|------|------|------|------|----|------|------|------|------|---|------|------|------|------|---|------|------|------|------|---|
| T   | R   | S   | : | NENE | NWNE | SWNE | SENE | :  | NENW | NWNW | SWNW | SENW | : | NESW | NWSW | SWSW | SESW | : | NESE | NWSE | SWSE | SESE | : |
| --- | --- | --- | : | Lt   | Ac   | Lt   | Ac   | :  | Lt   | Ac   | Lt   | Ac   | : | Lt   | Ac   | Lt   | Ac   | : | Lt   | Ac   | Lt   | Ac   | : |
| 09N | 08E | 31  | : |      |      |      |      | :  |      |      |      |      | : |      |      |      |      | : |      |      |      |      | : |
|     |     |     | : |      |      |      |      | :  |      |      |      |      | : |      |      |      |      | : |      |      |      |      | : |

Place of use location for HEATING is the same location as described for: RECREATION

POU County: BOISE

Other Rights: 65-02452, 65-10549

Conditions of Approval:

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  - ENTRY OF A FINAL UNIFIED DECREE, SECTION 42-1412(6) IDAHO CODE.

Remarks: QNT THIS RIGHT WHEN COMBINED WITH RIGHT 65-2452 SHALL PROVIDE NO MORE THAN .40 CFS.

USE RECREATION USE IS A SWIMMING POOL AND HEATING USE IS FOR A LODGE

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: 65 Field Inspection Flag:  
Presumption Flag:

Audit: 12/22/99 SVANHOF

AJ0749NP  
No. R65-03260

IDAHO DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIM PROFILE REPORT  
(REGIONAL)

DATE: 12/22/99  
PAGE: 1

| OWNER<br>CODE | NAME & ADDRESS                                                         | PRIORITY<br>DATE | WATER USE  | USE PERIOD<br>FROM TO | DIVERSION<br>RATE | DIVERSION<br>VOLUME |
|---------------|------------------------------------------------------------------------|------------------|------------|-----------------------|-------------------|---------------------|
| C             | WE SELLMAN                                                             | 04/01/1912       | HEATING    | 01-01 12-31           | 0.020 CFS         |                     |
| C             | T LORRAINE SELLMAN<br>PO BOX 67<br>DONNELLY ID 83615<br>(208) 382-4718 |                  | RECREATION | 01-01 12-31           | 0.020 CFS         |                     |
|               |                                                                        |                  |            | TOTAL DIVERSION:      | 0.020 CFS         |                     |
| C             | DALE M HOLCOMB                                                         |                  |            |                       |                   |                     |
| C             | HERMAN F POGUE<br>HC 76 BOX 3234<br>LOWMAN ID 83637<br>(208) 259-3344  |                  |            |                       |                   |                     |

Water Source: SPRINGS

Tributary to: PAYETTE RIVER, SOUTH FORK

Stage: DECREE

Point(s) of Diversion: T09N R08E S32 Lot03( )

BOISE County

Place of use Legal Description for: RECREATION

|            | NE |    |    |    | NW |    |    |    | SW |    |    |    | SE |    |    |    |
|------------|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| T R S      | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac | Lt | Ac |
| 09N 08E 31 | :  |    | :  |    | :  |    | :  |    | :  |    | :  |    | :  |    | :  |    |
|            | :  |    | :  |    | :  |    | :  |    | :  |    | :  |    | :  |    | :  |    |

Place of use location for HEATING is the same location as described for: RECREATION

POU County: BOISE

Other Rights: 65-02452, 65-10549

Conditions of Approval:

- 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
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Remarks: QNT THIS RIGHT WHEN COMBINED WITH RIGHT 65-2452 SHALL PROVIDE NO MORE THAN .40 CFS.

USE RECREATION USE IS A SWIMMING POOL AND HEATING USE IS FOR A LODGE

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: 65 Field Inspection Flag:  
Presumption Flag:

MAR 02, 1979

## PROPOSED FINDING OF WATER RIGHTS - PAYETTE RIVER DRAINAGE

\*INDICATES TOTAL\*

SOURCE: SPRINGS

TRIBUTARY TO: SOUTH FORK, PAYETTE RIVER

| RIGHT<br>NUMBER | NAME AND<br>ADDRESS                                                                                                                                                                  | PRIORITY<br>DATE | USE        | USE PERIOD<br>FROM TO | MAX AMOUNT<br>MAX RATE                     | DIVERSION<br>POINT                                | PLACE OF USE<br>AND ACREAGE                       | BASIS FOR<br>RIGHT |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|-----------------------|--------------------------------------------|---------------------------------------------------|---------------------------------------------------|--------------------|
| 65-5650         | MAXWELL, MINNIE F.<br>GARDEN VALLEY, IDAHO 83622                                                                                                                                     | 4/ 1/1892        | DOMESTIC   | 1/ 1 12/31            | 1.20 AFA<br>.04 CFS                        | SENW S26<br>T 9N R 4E                             | SENW<br>S26 T 9N R 4E                             | BENEFICIAL<br>USE  |
| 65-10383        | HILLS, JAMES M.<br>P. O. BOX 48, GARDEN VALLEY,<br>IDAHO 83622<br>REMARKS: HOMESTEAD ENTRY<br>SURVEY #407.                                                                           | 4/ 1/1910        | DOMESTIC   | 1/ 1 12/31            | 1.20 AFA<br>.04 CFS                        | LOT 2 S31<br>T 9N R 6E                            | SAME AS OTHER USE                                 | BENEFICIAL<br>USE  |
|                 |                                                                                                                                                                                      |                  | IRRIGATION | 4/15 10/15            | --- AFA<br>.04 CFS<br>*---*AFA<br>*.04*CFS |                                                   | LOT 2 ( 2)<br>S31 T 9N R 6E *2*                   |                    |
| 65-1260         | BROWN, BENJAMIN K. &<br>BROWN, SANDRA V.<br>HAVEN LODGE, LOWMAN, IDAHO<br>83637<br>REMARKS: THIS RIGHT WHEN<br>COMBINED WITH RIGHT 65-2452<br>SHALL PROVIDE NO MORE THAN .40<br>CFS. | 4/ 1/1912        | RECREATION | 1/ 1 12/31            | --- AFA<br>.02 CFS<br>*---*AFA<br>*.02*CFS | LOT 3 S32<br>T 9N R 8E                            | LOT 3<br>S32 T 9N R 8E                            | BENEFICIAL<br>USE  |
|                 |                                                                                                                                                                                      |                  | DOMESTIC   | 1/ 1 12/31            | --- AFA<br>.02 CFS<br>*---*AFA<br>*.02*CFS |                                                   | SAFE AS OTHER USE                                 |                    |
| 65-1966         | SCENIC PROPERTIES WATERUSERS<br>ASSN.<br>C/O JOHN M. STEVENSON, GENERAL<br>DELIVERY, LOWMAN, IDAHO 83637<br>REMARKS: H. E. S. #336.                                                  | 6/ 8/1913        | DOMESTIC   | 1/ 1 12/31            | 1.20 AFA<br>.04 CFS                        | NWSE S18<br>T 9N R 9E                             | LOT 3<br>S18 T 9N R 9E<br>LOT 4<br>S17 T 9N R 9E  | BENEFICIAL<br>USE  |
| 65-2426         | MAGUIRE, GIVENS, WILLE<br>WATERUSERS ASSOC.<br>10613 BOSHELL BLVD., SUN CITY,<br>ARIZONA 85351                                                                                       | 5/24/1918        | DOMESTIC   | 1/ 1 12/31            | 3.60 AFA<br>.04 CFS                        | LOT 2 S27<br>T 9N R 7E<br>SWNW S27<br>T 9N R 7E   | LOT 2<br>S27 T 9N R 7E<br>LOT 11<br>S28 T 9N R 7E | LICENSE            |
| 65-0495         | CORDER, C. R. &<br>CORDER, ALICE M.<br>GARDEN VALLEY, IDAHO 83622                                                                                                                    | 4/ 1/1949        | DOMESTIC   | 1/ 1 12/31            | 1.20 AFA<br>.04 CFS                        | LOT 10 S10<br>T 8N R 5E                           | LOT 10<br>S10 T 8N R 5E                           | BENEFICIAL<br>USE  |
| 65-4577         | CORDER, C. R. &<br>CORDER, ALICE M.<br>GARDEN VALLEY, IDAHO 83622                                                                                                                    | 4/ 1/1949        | DOMESTIC   | 1/ 1 12/31            | 1.20 AFA<br>.02 CFS                        | LOT 6 S11<br>T 8N R 5E<br>LOT 10 S10<br>T 8N R 5E | LOT 10<br>S10 T 8N R 5E                           | BENEFICIAL<br>USE  |
| 65-5667         | CORDER, C. R. &<br>CORDER, ALICE M.<br>GARDEN VALLEY, IDAHO 83622                                                                                                                    | 4/ 1/1950        | DOMESTIC   | 1/ 1 12/31            | 1.20 AFA<br>.02 CFS                        | LOT 10 S10<br>T 8N R 5E                           | LOT 10<br>S10 T 8N R 5E                           | BENEFICIAL<br>USE  |

WR0749NP  
No. 65-03260

IDAHO DEPARTMENT OF WATER RESOURCES  
WATER RIGHT PROFILE REPORT

DATE: 03/17/99  
PAGE: 1

| OWNER<br>CODE | NAME & ADDRESS   | PRIORITY<br>DATE | WATER USE  | USE PERIOD<br>FROM TO | DIVERSION<br>RATE | DIVERSION<br>VOLUME |
|---------------|------------------|------------------|------------|-----------------------|-------------------|---------------------|
| C             | GERRALD K. BROWN | 04/01/1912       | HEATING    | 01/01 12/31           | 0.020 CFS         |                     |
| C             | SAUNDRA M. BROWN |                  | RECREATION | 01/01 12/31           | 0.020 CFS         |                     |
|               | HAVEN LODGE      |                  |            |                       |                   |                     |
|               | LOWMAN ID 83637  |                  |            |                       |                   |                     |
|               |                  |                  |            | TOTAL DIVERSION:      | 0.020 CFS         |                     |

Water Source: SPRINGS

Tributary to: PAYETTE RIVER, SOUTH FORK

Stage: DECREEED

Point(s) of Diversion: T09N R08E S32 Lot 03( )

BOISE County

Lots Without 1/4 1/4 Description: RECREATION  
09N 08E 32 03-R

Place of use location for HEATING is the same location as described for: RECREATION

Pou County:

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):  
65-02452 65-02516

Remarks: GEN THIS RIGHT WHEN COMBINED WITH RIGHT 65-2452 SHALL PROVIDE NO  
MORE THAN .40 CFS.

|        |                 |                    |            |
|--------|-----------------|--------------------|------------|
| Dates: | App. Received:  | Priority Date:     | 04/01/1912 |
|        | Proof Due Date: | Proof Made Date:   |            |
|        | Exam Made Date: | Exam Sent to S.O.: |            |
|        | Licensed Date:  |                    |            |

Misc: Water District Number: 65 Field Exam Fee:

Audit: 04/02/86 04/30/88 CONVERT

V. LOT 4

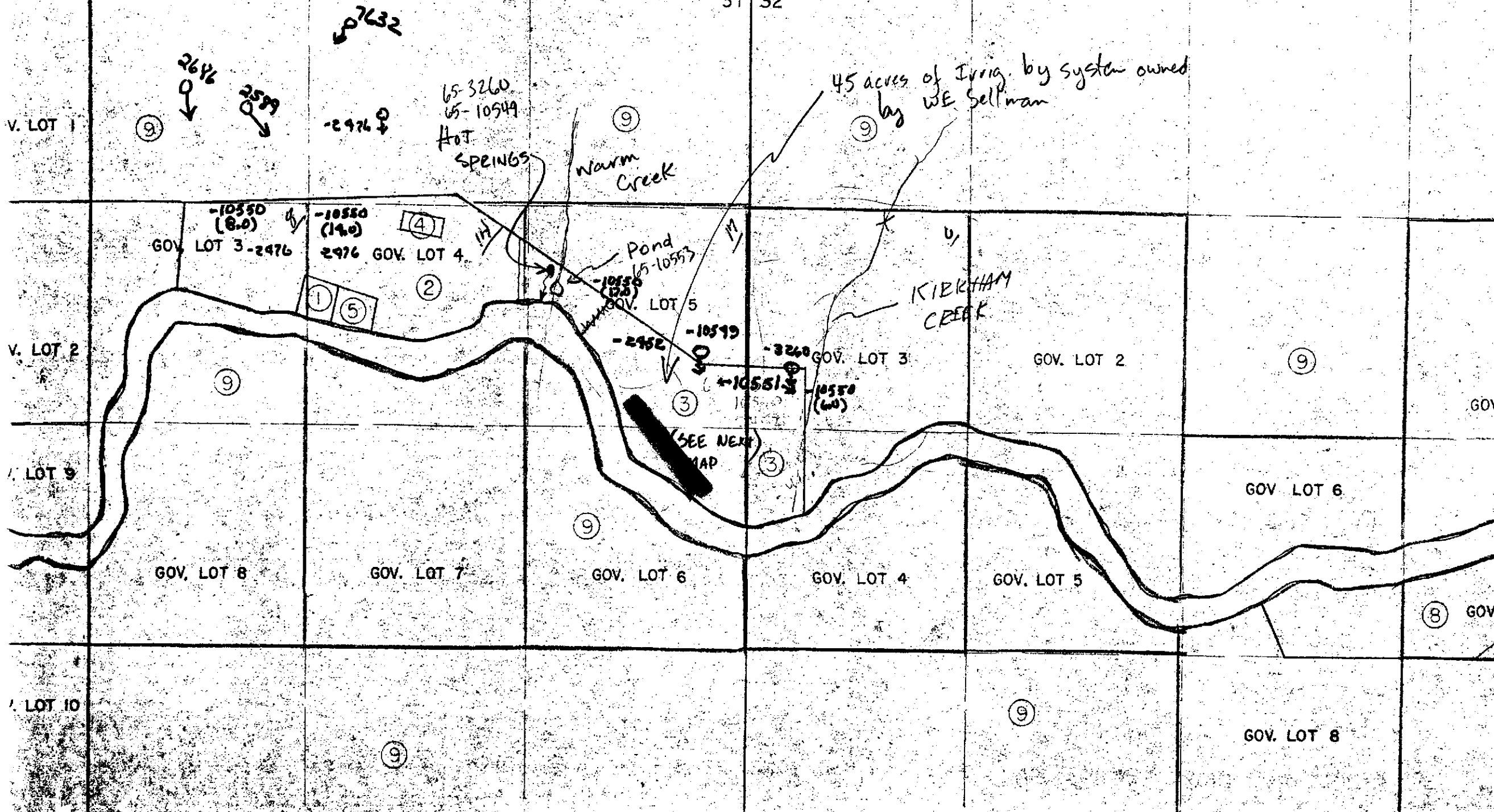
30 29  
31 32

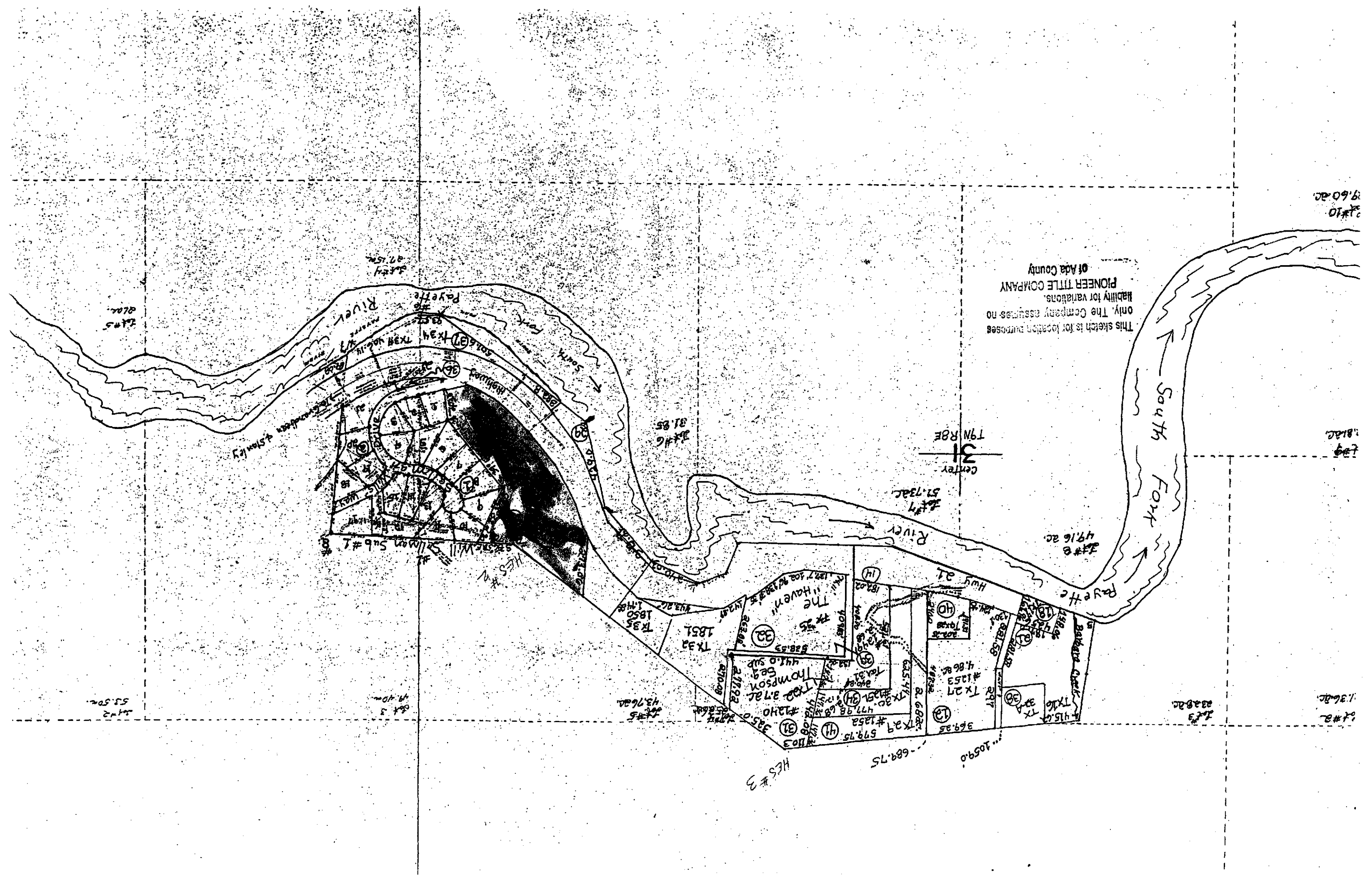
V. LOT 1

V. LOT 2

V. LOT 9

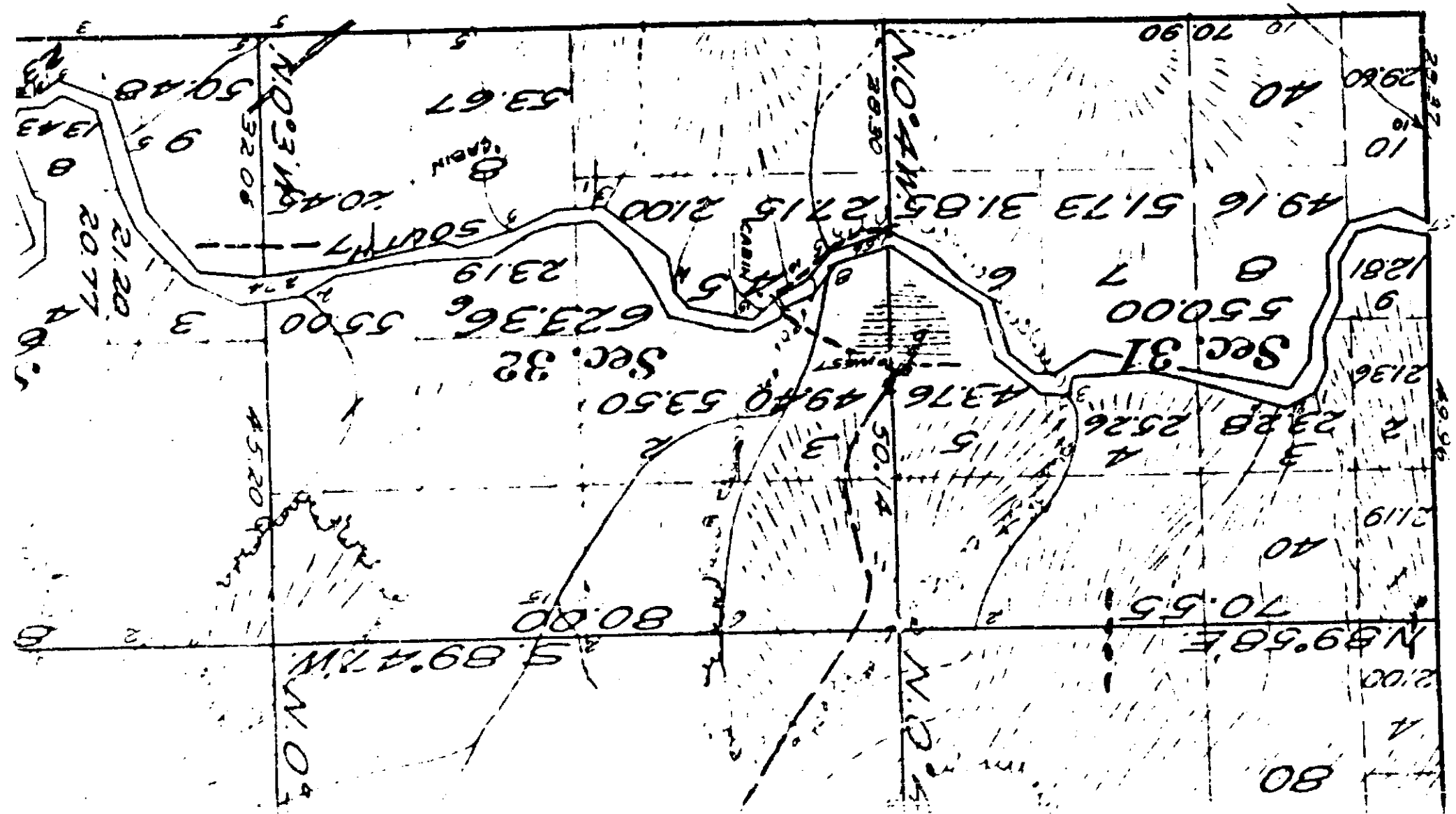
V. LOT 10





Amour

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STATE OF IDAHO  
GENERAL DETERMINATION  
RIGHT TO THE USE OF THE  
FACE AND GROUND WATERS OF THE  
STATE

IDENT. NO.

WATER RIGHT

NO. 10A

65-3260

Applicant: Haven Lodge, Laramie, Idaho (Selling Address) 65-3260 (Claims Right to the diversion)

Beneficial use of the surface or ground water, or of tributary to the Payette River

be extent and nature of said claim is as follows:

NE Date of priority (When was the water first applied to a bona fide use, or date that permit was issued) April 17, 1912

NE Describe source of water (Name of stream, lake, spring, etc., or subterranean) Hot Springs

NE Describe the purpose for which the water has been used and the time during the year when you have used the right claimed: (Check some indication)

Commercial

Period of Use From Jan. 1 To Dec. 31

NE Quantity of water claimed: 0.7 (Check some indication)

Period of Use From Jan. 1 To Dec. 31

NE Quantity of water claimed: 0.7 (Check some indication)

Acres Feet Per Annum

NE Point of Diversion Give location of point where water is diverted from its source

NE Section 31 Twp 9 N Range 6 E Meridian B.M. additional points:

NE Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.)

NE Give time and conditions, by a specific in possible concrete pond, "A" pipeline, etc.

NE Describe location of any by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

| SEC. | NE 1/4 |  |  |  | NE 2/4 |  |  |  | NE 3/4 |  |  |  | NE 4/4 |  |  |  | SE 1/4 |  |  |  | SE 2/4 |  |  |  | SE 3/4 |  |  |  | SE 4/4 |  |  |  | TOTAL |
|------|--------|--|--|--|--------|--|--|--|--------|--|--|--|--------|--|--|--|--------|--|--|--|--------|--|--|--|--------|--|--|--|--------|--|--|--|-------|
| 31   |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |        |  |  |  |       |

NE If water claimed for other than irrigation, fully describe that use, being as specific as possible.

NE Listing of lodge house and filling of swimming pool.

NE Effluent, sewage waste, or return water from this use is discharged into

NE If you are claiming water as a member of an organization, list name of organization.

NE Remarks: fill swimming pool March 1 to Oct 31 change pool once a week Pool

NE Basis of claim (Check one) ☒ A) Right based on diversion and beneficial use.

☐ B) Right based on application, license, or claim filed with State Reclamation Engineer, Office No.

☐ C) Right based on application, license, or claim filed with State Reclamation Engineer, Office No.

NE So it known that the undersigned, after being duly sworn on oath, depose(s) and say(s) that all statements included herein are

and accurate to the best of (his, her, their) knowledge.

December 31, 1971

Notary Public

Subscribed and sworn to before me this 12 day of December, 1971.

Notary Public, personally appeared

to me to be the person(s) whose name(s) are subscribed to the above instrument, and acknowledged to me that (he, she, they,

in execution, partnership or otherwise.

Notary Public, my commission expires 2-18-74

W. E. Sullivan (Signature of Witness)

W. E. Sullivan (Signature of Witness)

W. E. Sullivan (Signature of Witness)

W. E. Sullivan (Signature of Witness)

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W. E. Sullivan (Signature of Witness)

W. E. Sullivan (Signature of Witness)

FROM

Carsten Fritzsche

DATE

TO

Files A65-03260

A65-10549 A65-10550

SUBJECT

A65-10553

Legal descriptions of the points of diversion may not have been correct when these rights were decreed.

*Carsten Fritzsche*  
SIGNATURE  
**MICROFILMED**

SEP 22 1992

May 16, 1977

Bill Sellman  
Haven Lodge  
Pocatello, Idaho 83437

Dear Mr. Sellman:

In researching your water rights, I was able to find three adjudication claims (65-2100, 65-3260 and 65-9441) that you have filed with us.

Claim No. 65-2100 is based on a water right filing by Charles West for water out of Kirkham Creek. Mr. West held a permit that has since been cancelled for lack of submission of proof of Beneficial Use. Thus we will recommend to the court that this claim be disallowed.

Claim No. 65-3260 is a filing on the hot springs you use at the lodge. This claim appears to be in order and will probably be recommended as it is.

Claim No. 65-9441 is a filing for domestic use in the Cascade Reservoir area.

It appears to me that for your present domestic and commercial use of water out of Kirkham Creek you have no filing with us. I suggest you stop in at our office in Boise when it is convenient and file an adjudication claim for your present water use out of Kirkham Creek.

As a point of information, it is my understanding of Idaho law that a water right is based on the use of public waters and thus a filing on that the flow of a creek is inappropriate. The filing should be on an amount; the amount that you use. I did not feel that I made this clear when I spoke with you.

If you feel that

Sincerely,

BILL MACALLISTER

Water are

assistance, please contact me.

35167

ON THE MATTER OF THE GENERAL DETERMINATION OF RIGHTS TO THE USE OF

# ORANGE BASIN

# ORANGE BASIN

[illegible]

Mailing Address \_\_\_\_\_ (Zip Code) \_\_\_\_\_

limitation in the direction and beneficial use of the surface or ground water. The extent and nature of said claim is hereby declared to be the entire and sole claim of the inventor, and no part thereof is reserved for application to other inventions. The inventor reserves the right to apply for a beneficial use or priority date of decreased permeability for the surface or ground water.

Describe the source of water, (Name of stream, lake, spring, etc., or ground water) Divide Creek

[illegible][illegible][illegible]

1. **Company Name** \_\_\_\_\_  
 2. **Address** \_\_\_\_\_  
 3. **City** \_\_\_\_\_  
 4. **State** \_\_\_\_\_  
 5. **Zip** \_\_\_\_\_  
 6. **Phone** \_\_\_\_\_  
 7. **Fax** \_\_\_\_\_  
 8. **E-mail** \_\_\_\_\_  
 9. **Website** \_\_\_\_\_  
 10. **Product/Service** \_\_\_\_\_  
 11. **Quantity** \_\_\_\_\_  
 12. **Unit Price** \_\_\_\_\_  
 13. **Total Price** \_\_\_\_\_  
 14. **Period of Use** \_\_\_\_\_  
 15. **License Fee** \_\_\_\_\_  
 16. **Installation Fee** \_\_\_\_\_  
 17. **Training Fee** \_\_\_\_\_  
 18. **Support Fee** \_\_\_\_\_  
 19. **Other Fee** \_\_\_\_\_  
 20. **Notes** \_\_\_\_\_  
 21. **Signature** \_\_\_\_\_  
 22. **Date** \_\_\_\_\_  
 23. **Print Name** \_\_\_\_\_  
 24. **Print Title** \_\_\_\_\_  
 25. **Print Company** \_\_\_\_\_  
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**TOTAL QUANTITY CLAIMED**

[illegible]

Describe the means of diversion of water. (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.)

Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not in irrigation place an "X" in appropriate box.

[illegible]

5) If water is used for other than irrigation, fully describe that use, being as specific as possible. Indicate the location of use, the number of acres, and the number of times the water was used for that purpose.

**NOTE:** Include here the type and number of stock Waters if you are claiming water as a member of an organization, list name of organization, list name of organization, stock number, and date of stock.

[illegible]

☐ B) Right decreed by court, cite title of case. 65-743

may right based on application, permit, license, or previous statutory claim, filed with the local Department of Motor Vehicles, State Department of Transportation, or other State agency.

[illegible][illegible]

**Organization**

**Organization:** "Everyone Is A Winner"

**Date:** 7-12-90

Signature of (Authorized Agent) \_\_\_\_\_  
 Date \_\_\_\_\_  
 Signature of (Authorized Agent) \_\_\_\_\_  
 Date \_\_\_\_\_

[illegible]

Public Building in Chicago



EXPERIENCE

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIM VERIFICATION REPORT

13:28:15  
03/15/99

PAGE: 1  
GENERAL INFORMATION

1  
CLAIM NUMBER: A65-03260

LAST: BROWN  
ADDRESS: HAVEN LODGE  
CITY: LOWMAN  
PHONE NUMBER: 208-000-0000

FIRST: GERRALD K  
STATE: ID ZIP: 83637

OWNER CODE: O

LAST: BROWN  
ADDRESS: HAVEN LODGE  
CITY: LOWMAN  
PHONE NUMBER: 208-000-0000

FIRST: SAUNDRA M  
STATE: ID ZIP: 83637

OWNER CODE: O

LAST: SELLMAN  
ADDRESS: PO BOX 67  
CITY: DONNELLY  
PHONE NUMBER: 208-382-4718

FIRST: WE  
STATE: ID ZIP: 83615

OWNER CODE: C

LAST: SELLMAN  
ADDRESS: PO BOX 67  
CITY: DONNELLY  
PHONE NUMBER: 208-382-4718

FIRST: T LORRAINE  
STATE: ID ZIP: 83615

OWNER CODE: C

LAST: HOLCOMB  
ADDRESS: HC 76 BOX 3234  
CITY: LOWMAN  
PHONE NUMBER: 208-259-3344

FIRST: DALE M  
STATE: ID ZIP: 83637

OWNER CODE: C

LAST: POGUE  
ADDRESS: HC 76 BOX 3234-  
CITY: LOWMAN  
PHONE NUMBER: 208-259-3344

FIRST: HERMAN F  
STATE: ID ZIP: 83637

OWNER CODE: C

FIELD EXAM REQUIRED?

VERIFICATION REQUIRED DUE TO REMARKS?

DATABASE  
Y

FIELD  
EXAMINER  
Y( ) N( )

CLAIM REMARKS: GEN THIS RIGHT WHEN COMBINED WITH RIGHT 65-2452 SHALL PROVIDE NO

PAGE: 2  
GENERAL INFORMATION

2  
CLAIM NUMBER: A65-03260

CLAIM REMARKS (CONT'D):

MORE THAN .40 CFS.

FIELD EXAMINATION INFORMATION

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: (\_\_\_\_) \_\_\_\_-\_\_\_\_

DATE OF FIELD EXAM: \_\_/\_\_/\_\_

APPOINTMENT MADE: Y(\_\_\_\_) N(\_\_\_\_)

TIME: \_\_\_\_:\_\_\_\_ A(\_\_\_\_) P(\_\_\_\_)

ACCOMPANIED BY: \_\_\_\_\_

PHONE NUMBER: (\_\_\_\_) \_\_\_\_-\_\_\_\_

RELATIONSHIP TO CLAIMANT: \_\_\_\_\_

DIRECTIONS TO PROPERTY / NOTES:

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A. AJ CLAIM: # A65-03260 PRIORITY DATE: 04-01-1912 STAGE: D

B. WR RECORD: # 65-03260 PRIORITY DATE: 04-01-1912 STAGE: D

C. CAN THE PRIORITY DATE CLAIMED BE CONFIRMED BY A DECREE OR LICENSE? Y(☒) N(☐)

D. HAS THERE BEEN A LATER COURT DECREE OF THE WATER RIGHT(S) FROM THIS WATER SOURCE? Y(☐) N(☒)

E. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE?  
(IF YES, DESCRIBE BELOW) Y(☐) N(☒)

F. IF THIS CLAIM IS BASED ON A PERMIT, WHERE IS THE PERMIT IN THE LICENSING PROCESS?

PROOF OF BENEFICIAL USE SUBMITTED N/A(☐) Y(☐) N(☐)

FIELD EXAM COMPLETED N/A(☐) Y(☐) N(☐)

FIELD EXAM SENT TO STATE OFFICE N/A(☐) Y(☐) N(☐)

LICENSE ISSUED N/A(☐) Y(☐) N(☐)

\* IF THE PERMIT WILL NOT BE LICENSED PRIOR TO THE DIRECTOR'S REPORT,  
USE CONDITION CODE A01 AND RECOMMEND AS PERMITTED.

G. IF THIS CLAIM IS BASED ON BENEFICIAL USE, IS ADDITIONAL EVIDENCE  
OF THE PRIORITY DATE REQUIRED? N/A(☐) Y(☐) N(☐)

\* FOR CLAIMS BASED ON BENEFICIAL USE, DESCRIBE THE EVIDENCE OF PRIORITY SUBMITTED,  
INCLUDING THE ANALYSIS OF THE EVIDENCE.

H. IS THE STAGE OF THE CLAIM CODED CORRECTLY? Y(☒) N(☐)

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECOMMENDED PRIORITY DATE:

04-01-1912

REVIEWED BY \_\_\_\_\_

DATE \_\_\_\_\_

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

| RIGHT     | TWP. | RGE. | SEC. | 1/4 | 1/4 | 1/4 | LOT | POD<br>FLAG | COUNTY | DIVERSION NAME | DIVERSION NUMBER |
|-----------|------|------|------|-----|-----|-----|-----|-------------|--------|----------------|------------------|
| A65-03260 | 09N  | 08E  | 32   |     |     |     | 3   |             | BOISE  |                |                  |

OTHER AJ CLAIMS WITH SAME AJ POD  
A PREFIX R PREFIX  
A65-02452 NONE

WR RECORDS IN SAME 40 ACRE TRACT  
65-02452  
65-02516

SOURCE: SPRINGS

TRIB: PAYETTE RIVER, SOUTH FORK

B. WR POINT OF DIVERSION AND SOURCE:

| RIGHT    | TWP. | RGE. | SEC. | 1/4 | 1/4 | 1/4 | LOT | POD<br>FLAG | COUNTY | DIVERSION NAME | DIVERSION NUMBER |
|----------|------|------|------|-----|-----|-----|-----|-------------|--------|----------------|------------------|
| 65-03260 | 09N  | 08E  | 32   |     |     |     | 3   |             | BOISE  |                |                  |

OTHER WR RECORDS WITH SAME WR POD

AJ CLAIMS IN SAME 40 ACRE TRACT  
A PREFIX R PREFIX  
A65-02452 NONE

65-02452  
65-02516

SOURCE: SPRINGS

TRIB: PAYETTE RIVER, SOUTH FORK

C. IS THE CLAIMED POD WITHIN THE SAME 40 ACRE TRACT THAT IS DESCRIBED IN THE WATER RIGHT FILE? N/A( ) Y(☒) N( )

\* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POD, DESCRIBE THE INJURY  
ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

D. CAN THE CLAIMED POD BE VERIFIED USING THE WATER RIGHT FILE OR GPS DATA? N/A( ) Y( ) N( )

E. SHOULD THE CLAIMED POD BE VERIFIED BY FIELD EXAM? Y( ) N( )

F. IS THE CLAIMED SOURCE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A( ) Y(☒) N( )

\* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN SOURCE, DESCRIBE THE INJURY  
ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

G. CAN THE CLAIMED SOURCE BE VERIFIED USING THE WATER RIGHT FILE? Y(☒) N( )

H. SHOULD THE CLAIMED SOURCE BE VERIFIED BY FIELD EXAM? Y( ) N( )

I. HOW WAS THE POD AND SOURCE VERIFIED?

LICENSING FIELD EXAM (DATE OF FIELD EXAM \_\_\_\_\_) Y( ) N( )

AJ FIELD EXAM (DATE OF FIELD EXAM \_\_\_\_\_ NAME OF EXAMINER \_\_\_\_\_) Y( ) N( )

OTHER (DESCRIBE IN NOTES BELOW)

NOTES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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RECOMMENDED POINT(S) OF DIVERSION AND SOURCE: CHECK HERE IF RECOMMENDED AS CLAIMED (\_\_\_)

| TWP. | RGE. | SEC. | 1/4 | 1/4 | 1/4 | LOT | POD<br>FLAG | COUNTY | DIVERSION NAME | DIVERSION NBR |
|------|------|------|-----|-----|-----|-----|-------------|--------|----------------|---------------|
| 09N  | 08E  | 32   |     |     |     | 3   |             | BOISE  |                |               |
| 09   | 08E  | 32   |     | SW  | NW  | 3   |             |        |                |               |
|      |      |      |     |     |     |     |             |        |                |               |
|      |      |      |     |     |     |     |             |        |                |               |
|      |      |      |     |     |     |     |             |        |                |               |
|      |      |      |     |     |     |     |             |        |                |               |
|      |      |      |     |     |     |     |             |        |                |               |
|      |      |      |     |     |     |     |             |        |                |               |

SOURCE: SPRINGS

TRIB: PAYETTE RIVER, SOUTH FORK

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

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SYSTEM DESCRIPTION: DESCRIBED BELOW (\_\_\_), SEE LICENSE FILE (\_\_\_), OR SEE ATTACHMENT (\_\_\_)

A. ROOT WATER RIGHT NUMBERS: A65-03260

B. POU LISTING

| TWP | RNG | SEC | 1/4 | 1/4 | LOT | NAME                           | AJ<br>#/ACRES | WR<br>#/ACRES | LANDSAT<br>DATA | FIELD<br>EXAM. | RECOMM.<br>ACRES |
|-----|-----|-----|-----|-----|-----|--------------------------------|---------------|---------------|-----------------|----------------|------------------|
| 09N | 08E | 32  |     |     | 3   | SELLMAN, WE                    | A65-03260 /   | 65-03260 /    |                 |                |                  |
|     |     |     | SW  | NW  | 3   | KIRKHAM CREEK WATER USERS ASSO | A65-10550A /  | 4.0           | -               | /              |                  |
|     |     |     | SW  | NW  | 3   | KIRKHAM CREEK WATER USERS ASSO | A65-10551A /  |               | -               | /              |                  |
|     |     |     | SW  | NW  | 3   | SELLMAN, WE                    | A65-10550 /   | 6.0           | -               | /              |                  |
|     |     |     | NE  | SW  | 3   | HOLCOMB, DALE M                | A65-10551 /   |               | -               | /              |                  |
|     |     |     | SW  | NW  | 3   | BROWN, GERRALD K.              |               | 65-10550 /    | 6.0             |                |                  |
|     |     |     | NE  | SW  | 3   | BROWN, GERRALD K.              |               | 65-10551 /    |                 |                |                  |

ADDITIONAL POU FOUND

TOTAL ACRES A65-03260

POU COUNTY: BOISE

C. IS WATER USAGE FOUND IN TRACTS OTHER THAN THOSE CLAIMED?

Y( ) N( )

\* IF YES, ARE THESE TRACTS LISTED ABOVE ( ), OR ARE THEY LISTED ON AN ATTACHED SHEET ( )

LIST OF ALL RIGHTS WITH A SAME POU AND IRRIGATION USAGE

| CLAIM NO.  | SOURCE        | NAME                           | DIV. RATE | DIV. RATE/ACRE | DIV. VOL. | DIV. VOL./ACRE |
|------------|---------------|--------------------------------|-----------|----------------|-----------|----------------|
| A65-10550  | KIRKHAM CREEK | SELLMAN, WE                    | 0.900     | 0.020          |           |                |
| A65-10550A | DELETE        |                                |           |                |           |                |
|            | KIRKHAM CREEK | KIRKHAM CREEK WATER USERS ASSO | 0.200     | 0.020          |           |                |

LIST ALL RIGHTS WITH SAME POU BUT NOT USED FOR IRRIGATION.

| CLAIM NO.  | PURPOSES   | NAME                           | MONTH/DAY           | RATE      | VOLUME |
|------------|------------|--------------------------------|---------------------|-----------|--------|
| A65-03260  | RECREATION | SELLMAN, WE                    | FROM 01-01 TO 12-31 | 0.020 CFS |        |
| A65-03260  | HEATING    | SELLMAN, WE                    | FROM 01-01 TO 12-31 | 0.020 CFS |        |
| A65-10551A | DOMESTIC   | KIRKHAM CREEK WATER USERS ASSO | FROM 01-01 TO 12-31 | 0.400 CFS |        |

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| CLAIM NO. | PURPOSES   | NAME            | MONTH/DAY           | RATE      | VOLUME |
|-----------|------------|-----------------|---------------------|-----------|--------|
| A65-10551 | DOMESTIC   | HOLCOMB, DALE M | FROM 01-01 TO 12-31 | 0.400 CFS |        |
| A65-10551 | COMMERCIAL | HOLCOMB, DALE M | FROM 01-01 TO 12-31 | 0.050 CFS |        |

D. ARE OTHER WATER RIGHTS USED FOR THE SAME PURPOSE? Y( ) N( )

\* IF YES, COMPLETE OVERLAP REVIEW:

OTHER RIGHTS LISTED IN CLAIM: 65-02452, 65-10549

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E. IS THE CLAIMED POU THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A( ) Y( ) N( )

\* IF NO, AND IF THE CHANGE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN POU, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

F. CAN THE CLAIMED POU BE VERIFIED USING THE WATER RIGHT FILE AND AVAILABLE AERIAL PHOTOS? N/A( ) Y( ) N( )

G. SHOULD THE CLAIMED POU BE VERIFIED BY FIELD EXAM? Y( ) N( )

H. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE OF THIS RIGHT, OR ANY PORTION OF THIS RIGHT? Y( ) N( )

CHECK DOCUMENTS USED TO VERIFY POU: ( ) ORTHOPHOTOQUAD, IDWR NO. \_\_\_\_\_; ( ) TOPOGRAPHIC QUAD, IDWR NO. \_\_\_\_\_;  
( ) NAPP, IDWR NO. \_\_\_\_\_; ( ) ASCS PHOTO; ( ) OTHER \_\_\_\_\_

NOTES: Hot spring used to heat lodge & fill swimming pool

RECOMMENDATIONS:

TOTAL ACRES: \_\_\_\_\_ N/A( )

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

A. AJ CLAIMED USES:

| PURPOSE OF USE              | PERIOD OF USE (MONTH/DAY) | DIV. RATE FOR EACH USE | DIV. VOL. FOR EACH USE |
|-----------------------------|---------------------------|------------------------|------------------------|
| A65-03260 RECREATION        | FROM 01-01 TO 12-31       | 0.020 CFS              |                        |
| A65-03260 HEATING           | FROM 01-01 TO 12-31       | 0.020 CFS              |                        |
| TOTAL DIVERSION RATE/VOLUME |                           | 0.020 CFS              |                        |

B. WR RECORDED USES:

| PURPOSE OF USE              | PERIOD OF USE (MONTH/DAY) | DIV. RATE FOR EACH USE | DIV. VOL. FOR EACH USE |
|-----------------------------|---------------------------|------------------------|------------------------|
| 65-03260 RECREATION         | FROM 01-01 TO 12-31       | 0.020 CFS              |                        |
| 65-03260 HEATING            | FROM 01-01 TO 12-31       | 0.020 CFS              |                        |
| TOTAL DIVERSION RATE/VOLUME |                           | 0.020 CFS              |                        |

C. DOES THE CLAIMED PURPOSE OF USE CORRECTLY DESCRIBE THE WATER USE?

Y(☒) N(☐)

D. IS THE CLAIMED PURPOSE OF USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

N/A(☐) Y(☒) N(☐)

\* IF NO, AND IF THE ACTUAL WATER USE IS VERIFIED AS AN ACCOMPLISHED CHANGE IN PURPOSE OF USE, DESCRIBE THE INJURY ANALYSIS PERFORMED AND ENTER FLAG "C" WITH THE APPROPRIATE EXPLANATORY CODE.

E. SHOULD THE CLAIMED PURPOSE OF USE BE VERIFIED BY FIELD EXAM?

Y(☐) N(☒)

F. DOES THE CLAIMED PERIOD OF USE CONFORM TO IDWR STANDARDS?

Y(☒) N(☐)

G. SHOULD THE PERIOD OF USE BE RECOMMENDED TO IDWR STANDARDS?

Y(☒) N(☐)

\* IF THE RECOMMENDED PERIOD OF USE IS DIFFERENT THAN IDWR STANDARDS, EXPLAIN IN NOTES BELOW.

H. IS THE CLAIMED DIVERSION RATE FOR EACH USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

N/A(☐) Y(☒) N(☐)

\* IF NO, DESCRIBE IN NOTES BELOW HOW THE RECOMMENDED DIVERSION RATE FOR EACH USE WAS DETERMINED.

I. SHOULD THE CLAIMED DIVERSION RATE FOR EACH USE BE VERIFIED BY FIELD EXAM?

N/A(☐) Y(☐) N(☒)

J. IS THE CLAIMED DIVERSION VOLUME FOR EACH USE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE?

N/A(☒) Y(☐) N(☐)

\* IF NO, DESCRIBE IN NOTES BELOW HOW THE RECOMMENDED DIVERSION VOLUME FOR EACH USE WAS DETERMINED.

K. SHOULD THE CLAIMED DIVERSION VOLUME FOR EACH USE BE VERIFIED BY FIELD EXAM?

N/A(☒) Y(☐) N(☐)

PAGE: 10

PURPOSE OF USE, PERIOD OF USE, DIVERSION RATE AND DIVERSION VOLUME REVIEW SHEET CONTINUED

10

CLAIM NUMBER: A65-03260

NOTES:

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AJ CLAIM TOTAL DIVERSION RATE: 0.020 CFS

WR ROOT RIGHT TOTAL DIVERSION RATE: 0.020 CFS

A. IS THE CLAIMED TOTAL DIVERSION RATE THE SAME AS DESCRIBED IN THE WATER RIGHT FILE? N/A( ) Y(☒) N( )

B. CAN THE CLAIMED TOTAL DIVERSION RATE BE VERIFIED USING THE WATER RIGHT FILE? N/A( ) Y(☒) N( )

\* ALL CLAIMS BASED ON BENEFICIAL USE (INCLUDING POSTED NOTICES AND STATUTORY CLAIMS) REQUIRE A FLOW MEASUREMENT.

C. IS THERE ANY INDICATION THAT THERE HAS BEEN A FIVE YEAR PERIOD OF CONTINUOUS NONUSE OF THIS RIGHT, OR ANY PORTION OF THE DIVERSION RATE? Y( ) N(☒)

\* IF AN AMOUNT SMALLER THAN THE ORIGINAL DIVERSION RATE IS CLAIMED AND A FIELD EXAM IS NOT REQUIRED, EXPLAIN IN NOTES.

D. SHOULD THE CLAIMED DIVERSION RATE BE VERIFIED BY FIELD EXAM? Y( ) N(☒)

E. FLOW MEASUREMENT

MEASUREMENT METHOD \_\_\_\_\_, SEE ATTACHED CALCULATIONS.

F. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE

ACRES \_\_\_\_\_ x 0.02 CFS/ACRE = \_\_\_\_\_ CFS  
(Taken from pou review)

1b. CALCULATIONS

IS A DIVERSION RATE PER ACRE GREATER THAN 0.02 CFS/ACRE CLAIMED? Y( ) N( )

IF YES, IS AN ADDITIONAL WATER USE FORM FILED AND ATTACHED? Y( ) N( )

2. IRRIGATION DIVERSION VOLUME

CLAIMED DIVERSION VOLUME = \_\_\_\_\_ AF/A

ACRES \_\_\_\_\_ x DIVERSION VOL. AF/A FOR AREA \_\_\_\_\_ =

TOTAL DIVERSION VOLUME \_\_\_\_\_ AF/A

3. IRRIGATION CONSUMPTIVE USE

CLAIMED CONSUMPTIVE USE = \_\_\_\_\_ AF/A

ACRES \_\_\_\_\_ x CONSUMPTIVE VOL. AF/A FOR AREA \_\_\_\_\_ =

TOTAL CONSUMPTIVE USE \_\_\_\_\_ AF/A

4. CALCULATIONS FOR USES OTHER THAN IRRIGATION: SEE BELOW ( ) OR SEE ATTACHMENT ( )

NOTES: \_\_\_\_\_

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WR RECORD CONDITIONS/REMARKS:

RECOMMENDATIONS: CHECK HERE IF RECOMMENDED AS CLAIMED (✓)

| REC.<br>PURPOSE OF USE | REC. PERIOD |       | REC. DIV |          | REC. DIV |          | REC. CONS. |          |
|------------------------|-------------|-------|----------|----------|----------|----------|------------|----------|
|                        | FROM        | TO    | RATE     | EXAMINER | VOL.     | EXAMINER | USE        | EXAMINER |
| RECREATION<br>HEATING  | 01-01       | 12-31 | 0.020    | _____    |          |          | 0.0        | _____    |
|                        | 01-01       | 12-31 | 0.020    | _____    |          |          | 0.0        | _____    |
| _____                  | _____       | _____ |          | _____    |          |          |            | _____    |
| _____                  | _____       | _____ |          | _____    |          |          |            | _____    |
| _____                  | _____       | _____ |          | _____    |          |          |            | _____    |
| _____                  | _____       | _____ |          | _____    |          |          |            | _____    |
| TOTAL FOR THIS RIGHT   |             |       | 0.020    | _____    |          |          | 0.0        | _____    |

NON-IRRIGATION USES CLAIMED: HEATING OF LODGE AND FILLING OF SWIMMING POOL

NON-IRRIGATION USES RECOMMENDED: CHECK HERE IF RECOMMENDED AS CLAIMED (✓)

REVIEWED BY: SVH

DATE: 3-17-99

FLAG: \_\_\_\_\_

STANDARD CONDITIONS (CODE):

STANDARD REMARKS (CODE):

EXPLANATORY CONDITIONS (CODE):

EXPLANATORY REMARKS (CODE):

A. CHECK ONLY THE FOLLOWING THAT APPLY:

|                              | ACCEPTED<br>AS CLAIMED                  | NEEDS<br>REVIEW |
|------------------------------|-----------------------------------------|-----------------|
| OWNERSHIP _____              | ( <input checked="" type="checkbox"/> ) | ( )             |
| FORFEIT/ABANDON _____        | ( )                                     | ( )             |
| ADDITIONAL DIV. AMOUNT _____ | ( )                                     | ( )             |

B. SPLIT WATER RIGHT REVIEW

ROOT WATER RIGHT NUMBER: 65-03260

| TOTAL DIVERSION RATE OF WR SPLITS | DATABASE<br>0.020 | EXAMINER<br>_____ | CFS |
|-----------------------------------|-------------------|-------------------|-----|
|-----------------------------------|-------------------|-------------------|-----|

SPLITS:

| OLD RIGHT<br>NUMBERS | CURRENT<br>CLAIM NUMBERS | DIVERSION<br>RATE | CURRENT "R"<br>CLAIM NUM. | "R" DIV.<br>RATE | WR RIGHT<br>NUMBERS | DIVERSION<br>RATE |
|----------------------|--------------------------|-------------------|---------------------------|------------------|---------------------|-------------------|
| -                    | A65-03260                | 0.020             | -                         |                  | 65-03260            | 0.020             |
| TOTAL CFS            |                          | 0.020             |                           |                  |                     | 0.020             |

DIVERSION RATE REVIEW

DO THE SUM CFS RATE OF THE SPLITS EQUAL THE ROOT RIGHT CFS RATE? (Y/N)  
IF NO, IS THE WRITTEN REVIEW DESCRIBED BELOW ( ) OR SEE ATTACHMENT ( )?

| DATABASE | FIELD<br>EXAMINER |
|----------|-------------------|
| Y        | Y( ) N( )         |

NOTES:

AUTHENTICATION:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME OF FIELD EXAMINER: \_\_\_\_\_ TITLE: \_\_\_\_\_

MAPS AND AERIAL PHOTOGRAPHS USED TO REVIEW THIS NOTICE OF CLAIM TO A WATER RIGHT

| TYPE OF MAP OR PHOTOGRAPH (CHECK IF USED) | IF USED, SUPPLY APPROPRIATE DATE AND OTHER INFORMATION | COPY INCLUDED<br>IN FILE? |
|-------------------------------------------|--------------------------------------------------------|---------------------------|
| ( ) ORTHOPHOTOQUAD                        | DATE OF PHOTO _____ IDWR ID NO. _____                  | Y( ) N( )                 |
| ( ) TOPOGRAPHIC                           | DATE FIELD CHECKED _____ IDWR ID NO. _____             | Y( ) N( )                 |
| ( ) NAPP                                  | DATE OF PHOTO _____ IDWR ID NO. _____                  | Y( ) N( )                 |
| ( ) ASCS AERIAL PHOTO                     | DATE OF PHOTO _____                                    | Y( ) N( )                 |
| ( ) ASCS COLOR SLIDE                      | DATE OF PHOTO _____                                    | Y( ) N( )                 |
| ( ) BLM OR USFS AERIAL PHOTO              | DATE OF PHOTO _____                                    | Y( ) N( )                 |
| ( ) TOWNSHIP SURVEY (GOVERNMENT PLAT)     | DATE OF SURVEY _____                                   | Y( ) N( )                 |
| ( ) SCS SOIL SURVEY MAP                   | DATE ISSUED _____                                      | Y( ) N( )                 |
| ( ) SUBDIVISION PLAT MAP                  | DATE OF MAP _____                                      | Y( ) N( )                 |
| ( ) OTHER _____                           | DATE _____                                             | Y( ) N( )                 |
| ( ) OTHER _____                           | DATE _____                                             | Y( ) N( )                 |
| ( ) OTHER _____                           | DATE _____                                             | Y( ) N( )                 |

| LIST OF ATTACHMENTS (CHECK IF ATTACHED) | IF ATTACHED, SUPPLY APPROPRIATE INFORMATION | NO. OF<br>PAGES | NOTES |
|-----------------------------------------|---------------------------------------------|-----------------|-------|
| ( ) LICENSING FIELD EXAM                | DATE OF FIELD EXAM _____                    | _____           | _____ |
| ( ) WATER RIGHT LICENSE                 | DATE LICENSE SIGNED _____                   | _____           | _____ |
| ( ) IDWR APPROVED TRANSFER              | DATE TRANSFER APPROVED _____                | _____           | _____ |
| ( ) SYSTEM DESCRIPTION                  | DATE DRAWN _____                            | _____           | _____ |
| ( ) PHOTOGRAPHS                         | DATE(S) PHOTOS TAKEN _____                  | _____           | _____ |
| ( ) SPLIT RIGHT REVIEW                  | DATE REVIEW COMPLETED _____                 | _____           | _____ |
| ( ) HUBBLE ANALYSIS                     | DATE ANALYSIS COMPLETED _____               | _____           | _____ |
| ( ) CONVEYANCE LOSS ANALYSIS            | DATE ANALYSIS COMPLETED _____               | _____           | _____ |
| ( ) FLOW MEASUREMENT CALCULATIONS       | DATE SYSTEM MEASURED _____                  | _____           | _____ |
| ( ) OTHER _____                         | DATE _____                                  | _____           | _____ |
| ( ) OTHER _____                         | DATE _____                                  | _____           | _____ |

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIM VERIFICATION REPORT

13:28:15  
03/15/99

PAGE: 16  
QUICKLOOK INFORMATION

16  
CLAIM NUMBER: A65-03260

| WR ELEMENT                | DATA<br>DISCREPANCY<br>Y/N | CORRESPONDENCE<br>SENT/RECEIVED<br>BY WHOM/DATE | FIELD EXAM<br>BY WHOM/DATE | CHANGE<br>CLAIM<br>Y/N | ELEMENT<br>DOCUMENTED<br>WHOM/DATE | COMPLETED<br>REVIEW<br>WHOM/DATE | COMPLETED<br>DATA ENTRY<br>WHOM/DATE | VERIFIED<br>DATE<br>WHOM/DATE |
|---------------------------|----------------------------|-------------------------------------------------|----------------------------|------------------------|------------------------------------|----------------------------------|--------------------------------------|-------------------------------|
| PRIORITY DATE             | N                          |                                                 |                            |                        |                                    |                                  |                                      |                               |
| POINT OF DIV              | N                          |                                                 |                            |                        |                                    |                                  |                                      |                               |
| SOURCE                    | N                          |                                                 |                            |                        |                                    |                                  |                                      |                               |
| PLACE OF USE              | Y                          |                                                 |                            |                        |                                    |                                  |                                      |                               |
| DIV. AMOUNT<br>CFS/VOLUME | N                          |                                                 |                            |                        |                                    |                                  |                                      |                               |
| CONSUMPTIVE USE           | N                          |                                                 |                            |                        |                                    |                                  |                                      |                               |
| PURPOSES OF USE           | N                          |                                                 |                            |                        |                                    |                                  |                                      |                               |
| PERIOD OF USE             | N                          |                                                 |                            |                        |                                    |                                  |                                      |                               |
| BASIS OF CLAIM            | N                          |                                                 |                            |                        |                                    |                                  |                                      |                               |
| REMARKS                   | Y                          |                                                 |                            |                        |                                    |                                  |                                      |                               |

BARCODE UPDATED  
WHOM/DATE

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
ADJUDICATION CLAIM VERIFICATION REPORT

13:30:31  
03/15/99  
17

PAGE: 17  
PROFILE REPORT

CLAIM NUMBER: A65-03260

| OWNER<br>CODE    | NAME & ADDRESS     | PRIORITY<br>DATE | WATER USE  | USE PERIOD<br>FROM TO | DIVERSION<br>RATE | DIVERSION<br>VOLUME |
|------------------|--------------------|------------------|------------|-----------------------|-------------------|---------------------|
| C                | WE SELLMAN         | 04/01/1912       | HEATING    | 01-01 12-31           | 0.02 CFS          |                     |
| C                | T LORRAINE SELLMAN |                  | RECREATION | 01-01 12-31           | 0.02 CFS          |                     |
| C                | DALE M HOLCOMB     |                  |            |                       |                   |                     |
| C                | HERMAN F POGUE     |                  |            |                       |                   |                     |
| TOTAL DIVERSION: |                    |                  |            |                       | 0.02 CFS          |                     |

Water Source: SPRINGS

Tributary to: PAYETTE RIVER, SOUTH FORK

Stage: DECREED

Point(s) of Diversion: T09N R08E S32 Lot03( )

BOISE County

Lots Without 1/4 1/4 Description: RECREATION  
09N 08E 32 03-R

Place of use location for HEATING is the same location as described for: RECREATION

POU County: BOISE

Non-Irrigation Uses: HEATING OF LODGE AND FILLING OF SWIMMING POOL

Other Rights: 65-02452, 65-10549

Remarks: GEN THIS RIGHT WHEN COMBINED WITH RIGHT 65-2452 SHALL PROVIDE NO  
MORE THAN .40 CFS.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number: 65

Field Inspection Flag:  
Presumption Flag: