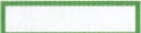


IDAHO DEPARTMENT OF WATER RESOURCES

T18N, R03E, S33



1987 NAPP PHOTO

-  POINT OF DIVERSION
-  PLACE OF USE
-  1/4 1/4 LINES
-  SECTION LINES
- 6 ACRES
- 6 SECTION NUMBERS

CLAIM(S): 65-07002D

OWNER(S): CLARK

Prepared by Mel Schulte

DATE: JULY 12, 1999

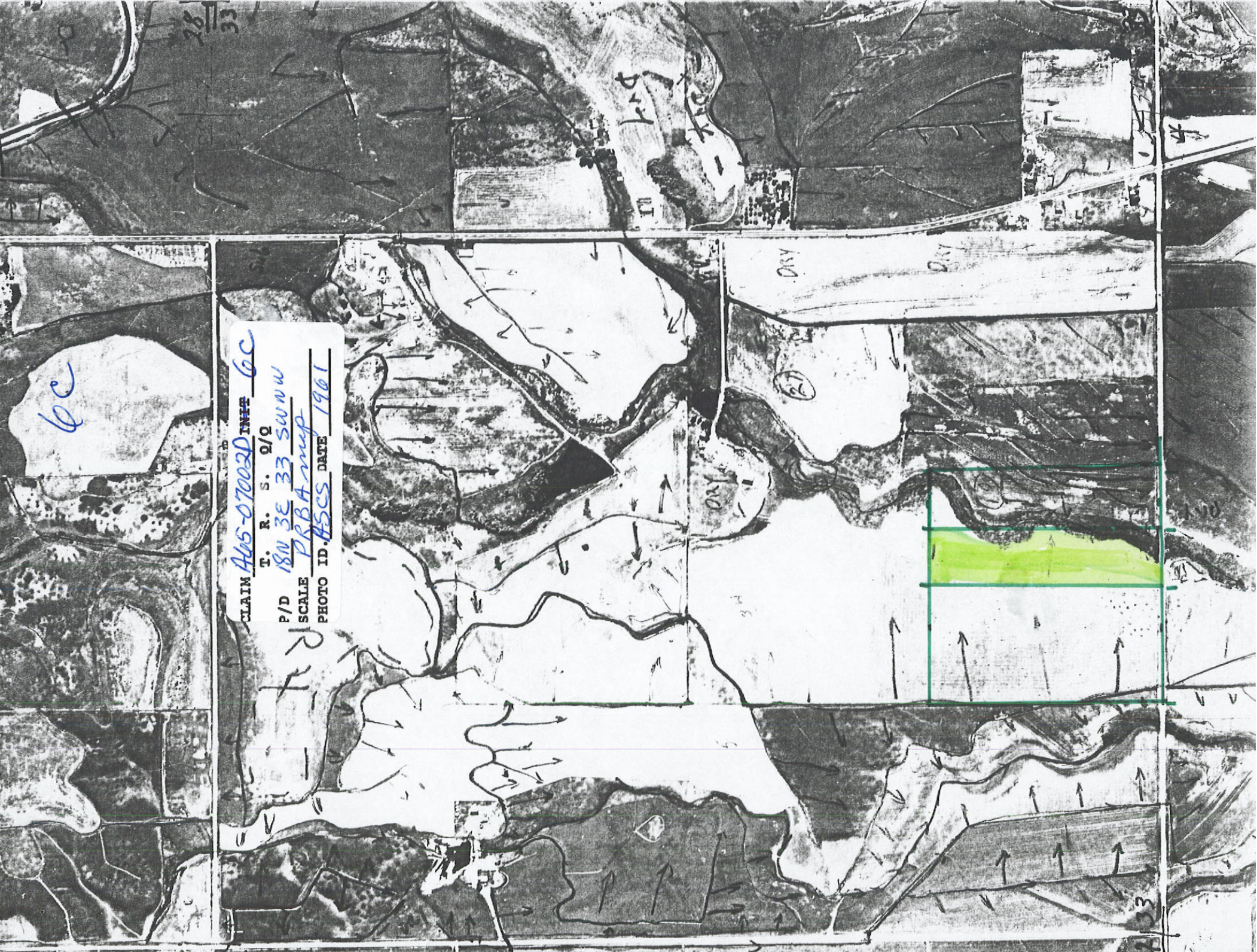
SWNW

33

8.0

SESW

0 0.25 0.5 0.75 1 Miles



CLAIM 465-07002D INWR 6C
T. R. S. Q/Q
P/D 18N 3E 33 SWNW
SCALE PRBA map
PHOTO ID. 45CS DATE 1961

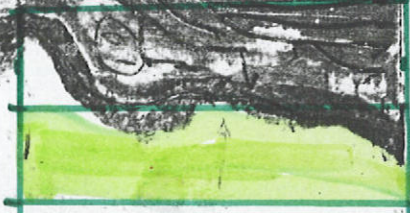
bc

dry

dry

dry

(2)



33

**BOUNDARY
LAKE TRR**

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: A65-07002D
Date Received: 11/21/1988
Receipt No: X999999
Received By: _____

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: CHRIS CLARK 208-634-5427
Address: PO BOX 1241
MCCALL ID 83638
OR
Name: SYLVIA CLARK 208-634-5427
Address: PO BOX 1241
MCCALL ID 83638

2. Date of Priority: JUN 15, 1967

3. Source: WASTE WATER Trib. to: MUD CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
18N	03E	33	SW	NW			VALLEY

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	10/15	0.145		

7. Total Quantity Appropriated is:
0.145 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
18N	03E	33	SE	SW		IRR	7.2

10. Place of Use: Continued

Section Acres 7.2

Total Acres 7.2

11. Place of use in counties: VALLEY

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

13. Other Water Rights Used:

14. Remarks:

THIS RIGHT WHEN COMBINED WITH RIGHT 65-2367 SHALL PROVIDE NO MORE THAN .02 CFS/ACRE.

CHANGE OF OWNERSHIP AND SPLIT COMPLETED BY L.R.W. ON 1/19/95.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 1/21/1986

STATE OF IDAHO

Decree Plaintiff

A & C CORP., ET AL.

vs

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: _____

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): _____ Date: _____

_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

AJ0749NP
No. R65-07002D

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

DATE: 07/27/99
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	CHRIS CLARK	06/15/1967	IRRIGATION	04-15 10-15	0.160 CFS	
C	SYLVIA CLARK					
	PO BOX 1241					
	MCCALL ID 83638					
	(208) 634-5427					
				TOTAL DIVERSION:	0.160 CFS	

Water Source: WASTE WATER

Tributary to: MUD CREEK

Stage: DECREED

Point(s) of Diversion:

T18N R03E S33

SWNW

VALLEY County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE										
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM					
18N	03E	33	:																	:	8.0					
																				:	08	:			:	8.0
																				:		:	TOTAL ACRES		:	8.0

POU County: VALLEY

Remarks: EXP THE FOLLOWING RIGHTS ARE ALSO DIVERTED THROUGH POINT OF
DIVERSION DESCRIBED ABOVE: 65-07002A & 65-07002C.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number: 65

Field Inspection Flag:
Presumption Flag:

Comments: Date: 07/13/1999 User-ID: MSCHULTE Subject: COPIED FROM REMARKS
CHANGE OF OWNERSHIP AND SPLIT COMPLETED BY L.R.W. ON 1/19/95.

Audit: 07/27/99 MSCHULTE

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

15:33:30
07/12/99
18

PAGE: 18
PROFILE REPORT

CLAIM NUMBER: A65-07002D

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	CHRIS CLARK	06/15/1967	IRRIGATION	04-15 10-15	0.14 CFS	.16
C	SYLVIA CLARK					
TOTAL DIVERSION:					0.14 CFS	.16

Water Source: WASTE WATER

Tributary to: MUD CREEK

Stage: DECREED

Point(s) of Diversion: T18N R03E S33 SWNW

VALLEY County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE													
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM								
18N	03E	33	:																										
																			07										
																			8										
																			TOTAL ACRES		7.2								
																					22								

POU County: VALLEY

Remarks: GEN THIS RIGHT WHEN COMBINED WITH RIGHT 65-2367 SHALL PROVIDE NO
MORE THAN .02 CFS/ACRE.
CHANGE OF OWNERSHIP AND SPLIT COMPLETED BY L.R.W. ON 1/19/95.

Dates: Exam Made Date: Verified Date: 01/19/1995 Objection Filed Date:

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

EXP- F06.

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 IN FILE?
() ORTHOPHOTOQUAD	DATE OF PHOTO _____ IDWR ID NO. _____	Y() N()
() TOPOGRAPHIC	DATE FIELD CHECKED _____ IDWR ID NO. _____	Y() N()
(x) NAPP	DATE OF PHOTO <u>1987 7-B-99</u> IDWR ID NO. _____	Y(<u>X</u>) N() <u>6b</u>
(x) ASCS AERIAL PHOTO	DATE OF PHOTO <u>1961 PRBA map</u>	Y(<u>X</u>) N() <u>6c</u>
() 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()
(x) OTHER <u>GIS Table</u>	DATE <u>7-13-99</u>	Y(<u>X</u>) N() <u>6a</u>
(x) OTHER <u>PRBA map</u>	DATE _____	Y(<u>X</u>) N() <u>6d</u>
() OTHER _____	DATE _____	Y() N()

LIST OF ATTACHMENTS (CHECK IF ATTACHED)	IF ATTACHED, SUPPLY APPROPRIATE INFORMATION	NO. OF 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 _____	_____	_____
(x) OTHER <u>Pp User report</u>	DATE <u>7-12-99</u>	<u>1</u>	<u>page 2a</u>
(x) OTHER <u>split tree</u>	DATE <u>7-12-99</u>	<u>1</u>	

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

15:33:03
07/12/99

PAGE: 17
QUICKLOOK INFORMATION

17
CLAIM NUMBER: A65-07002D

WR ELEMENT	DATA DISCREPANCY Y/N	CORRESPONDENCE SENT/RECEIVED BY WHOM/DATE	FIELD EXAM BY WHOM/DATE	CHANGE CLAIM Y/N	ELEMENT DOCUMENTED WHOM/DATE	COMPLETED REVIEW WHOM/DATE	COMPLETED DATA ENTRY WHOM/DATE	VERIFIED DATE WHOM/DATE
PRIORITY DATE	Y		MS In office 7-13-99	N		MS 7-13-99	MS 7-13-99	
POINT OF DIV	Y			N				
SOURCE	Y			N				
PLACE OF USE	Y			Y				
DIV. AMOUNT CFS/VOLUME	Y			Y				
CONSUMPTIVE USE	-			NA				
PURPOSES OF USE	Y			N				
PERIOD OF USE	Y			N				
BASIS OF CLAIM	Y			N				
REMARKS	Y			Y				

BARCODE UPDATED
WHOM/DATE

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM VERIFICATION REPORT

15:33:03
07/12/99

PAGE: 1
GENERAL INFORMATION

1
CLAIM NUMBER: A65-07002D

LAST: WHITE
ADDRESS: PO BOX 44721
CITY: WASHINGTON
PHONE NUMBER: 202-586-3293

FIRST: BENJAMIN L
STATE: DC ZIP: 200264721

OWNER CODE: 0

LAST: WHITE
ADDRESS: PO BOX 44721
CITY: WASHINGTON
PHONE NUMBER: 202-586-3293

FIRST: BARBARA D
STATE: DC ZIP: 200264721

OWNER CODE: 0

LAST: CLARK
ADDRESS: PO BOX 1241
CITY: MCCALL
PHONE NUMBER: 208-634-5427

FIRST: CHRIS
STATE: ID ZIP: 83638

OWNER CODE: C

LAST: CLARK
ADDRESS: PO BOX 1241
CITY: MCCALL
PHONE NUMBER: 208-634-5427

FIRST: SYLVIA
STATE: ID ZIP: 83638

OWNER CODE: C

FIELD EXAM REQUIRED?

VERIFICATION REQUIRED DUE TO REMARKS?

DATABASE FIELD
Y EXAMINER
Y() N()

CLAIM REMARKS: GEN THIS RIGHT WHEN COMBINED WITH RIGHT 65-2367 SHALL PROVIDE NO
MORE THAN .02 CFS/ACRE.
CHANGE OF OWNERSHIP AND SPLIT COMPLETED BY L.R.W. ON 1/19/95.

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:

In office exam
See attached split tree dated 7-12-99 and labeled 2a

2a

7-12-99

Amended Split Tree 65-07002A

* A65-07002A N/O Bailey & Miller
 DR: .40 cfs Source: Waste water
 POB: 18N, 3E, S33, SWNW
 POU: " " " SESW - 20ac.
 (W $\frac{1}{2}$ SESW)

* A65-07002C N/O Sila
 DR: .02 cfs Source: Waste water
 POB: 18N, 3E, S33, SWNW
 POU: " " " SESW - 1ac
 (E $\frac{1}{2}$ E $\frac{1}{2}$ SESW)

* A65-07002D N/O Clark
 DR: .16 cfs Source: Waste water
 POB: 18N, 3E, S33, SWNW
 POU: 18N, 3E, S33, SESW - 8
 (W $\frac{1}{2}$ E $\frac{1}{2}$ SESW)

Summary and Comparison

DR - Acres

65-07002A	.58 cfs ←	29 acres ←
A65-07002A	.40 cfs	20 acres
-07002C	.02 cfs	1 acre
-07002D	.16 cfs	8 acres
Totals	.58 cfs ←	29 acres ←

* Based on Warranty Deed conveyances that are silent as to water rights.

A. AJ CLAIM: # A65-07002D PRIORITY DATE: 06-15-1967 STAGE: D

B. WR RECORD: # 65-07002 PRIORITY DATE: - - STAGE:

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:

Recommended as decreed in the PRBA.

=====

RECOMMENDED PRIORITY DATE:

6-15-1967

REVIEWED BY

Mee Schultz

DATE

7-13-99

A. AJ CLAIM POINT OF DIVERSION AND SOURCE:

RIGHT	TWP. RGE.	SEC.	1/4	1/4	1/4	LOT	POD FLAG	COUNTY	DIVERSION NAME	DIVERSION NUMBER
A65-07002D	18N 03E	33		SW	NW			VALLEY		

OTHER AJ CLAIMS WITH SAME AJ POD
A PREFIX R PREFIX
A65-03823 65-03823
A65-07002A R65-07002B
A65-07002B
A65-07002C

WR RECORDS IN SAME 40 ACRE TRACT

65-03823
65-07002A
65-07002X

SOURCE: WASTE WATER

TRIB: MUD CREEK

B. WR POINT OF DIVERSION AND SOURCE:

6507002 THERE IS NO POD ASSOCIATED WITH THIS WATER RIGHT NUMBER

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: The POD recommendation is the same as decided in the PRBA and verified by the licensing exam for right 65-07002. See map in A65-07002A.

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

TWP. 18N	RGE. 03E	SEC. 33	1/4	1/4 SW	1/4 NW	LOT	POD FLAG	COUNTY VALLEY	DIVERSION NAME	DIVERSION NBR
—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	—	—

SOURCE: Wastewater TRIB: Mud Creek

REVIEWED BY: Mel Schulte DATE: 7-13-99

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

A. ROOT WATER RIGHT NUMBERS: A65-07002B
A65-07002A
R65-07002B
A65-07002C
A65-07002D

B. POJ LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/ACRES	WR #/ACRES	LANDSAT DATA	FIELD EXAM.	RECOMM. ACRES
18N	03E	33	SE	SW		CLARK, CHRIS	A65-07002D / 7.2	- /			37.0
			SE	SW		BAILEY, LEIGH	A65-07002A / 14.5	65-07002A / 29.0			
			SE	SW		BANKS, WAYNE E	A65-17827 /	- /			
			SE	SW		BANKS, WAYNE E	A65-17828 /	- /			
			SE	SW		ELD RANCHES	A65-03825B / 25.0	- /			
			SE	SW		ELD RANCHES	A65-02367 / 10.0	65-02367 / 10.0			
			SE	SW		BANKS, WAYNE E	65-17827 /	- /			
			SE	SW		SILA, JAY L	A65-07002C / 7.2	- /			
			SE	SW		ELD, WILLIAM		65-03825 / 25.0			
			SE	SW		ELD, JOICE		65-13782 /			

ADDITIONAL POJ FOUND

TOTAL ACRES A65-07002D 7.20 37.00

POJ COUNTY: VALLEY

62

Clark

A65-070020

DATE 7-13-99

[illegible]

POLYGON # () () () () UPDATED BY MTS

ATTRIBUTES OF B65-POU.SHP (794)(934)() () ()

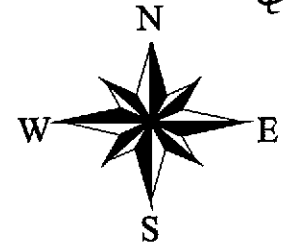
ATTRIBUTES OF B65-POD.SHP (706) () () () ()

8-16-99 B65-DBFOU.DBF UPDATED BY MTS

8-16-99 B65-DBPOD.DBF UPDATED BY MTS

IDAHO DEPARTMENT OF WATER RESOURCES

T18N, R03E, S33



1987 NAPP PHOTO

● POINT OF DIVERSION

▭ PLACE OF USE

▭ 1/4 1/4 LINES

▭ SECTION LINES

6 ACRES

6 SECTION NUMBERS

CLAIM(S): 65-07002D

OWNER(S): CLARK

Prepared by Mel Schulte

DATE: JULY 12, 1999

0 0.25 0.5 0.75 1 Miles



CLAIM 445-070022 NEE 60
T. R. S. Q/Q
P/D 18N 3E 33 SWNW
SCALE PRBA map
PHOTO ID 45CS DATE 1901



PHOTO ID. *PBA* DATE

98B-107 Dec 28,

BOUNDARY
LAKE TERR

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
A65-07002D	WASTE WATER	CLARK, CHRIS	0.145	0.020		
A65-02367	WASTE WATER	ELD RANCHES	1.000	0.020		
A65-03825B	WASTEWATER	ELD RANCHES	1.200	0.009		
A65-07002A	WASTE WATER	BAILEY, LEIGH	0.290	0.020		
A65-07002C	WASTE WATER	SILA, JAY L	0.145	0.020		

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

CLAIM NO.	PURPOSES	NAME	MONTH/DAY	RATE	VOLUME
A65-17827	DOMESTIC	BANKS, WAYNE E	FROM 01-01 TO 12-31	0.040 CFS	
A65-17827	STOCKWATER	BANKS, WAYNE E	FROM 01-01 TO 12-31	0.030 CFS	
A65-17828	DOMESTIC	BANKS, WAYNE E	FROM 01-01 TO 12-31	0.040 CFS	
A65-17828	STOCKWATER	BANKS, WAYNE E	FROM 01-01 TO 12-31	0.030 CFS	
65-17827	DOMESTIC	BANKS, WAYNE E	FROM 01-01 TO 12-31	0.040 CFS	
65-17827	STOCKWATER	BANKS, WAYNE E	FROM 01-01 TO 12-31	0.030 CFS	

D. ARE OTHER WATER RIGHTS USED FOR THE SAME PURPOSE?

Y() N()

* IF YES, COMPLETE OVERLAP REVIEW:

OTHER RIGHTS LISTED IN CLAIM:

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. _____;

^{GFS}
() NAPP, IDWR NO. _____; () ASCS PHOTO; () OTHER PRBA

NOTES: Recommended as decreed in the PRBA and based on
the split tree labeled page 2a.

RECOMMENDATIONS:

TOTAL ACRES: 8 N/A ()

REVIEWED BY: Mac Schulte

DATE: 7-13-99

A. AJ CLAIMED USES:

PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
A65-07002D IRRIGATION	FROM 04-15 TO 10-15	0.145 CFS	
TOTAL DIVERSION RATE/VOLUME		0.145 CFS	

B. WR RECORDED USES:

PURPOSE OF USE	PERIOD OF USE (MONTH/DAY)	DIV. RATE FOR EACH USE	DIV. VOL. FOR EACH USE
TOTAL DIVERSION RATE/VOLUME			

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(☒)

NOTES:

Recommended as decreed in the PRBA. The recommended
diversion rate is a pro-rated share of 65-07002A.
See split fee page 2a.

AJ CLAIM TOTAL DIVERSION RATE: 0.145 CFS

WR ROOT RIGHT TOTAL DIVERSION RATE: 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 None, SEE ATTACHED CALCULATIONS.

F. RATE/VOLUME CALCULATIONS: (IRRIGATION)

1a. IRRIGATION RATE
ACRES 8 x 0.02 CFS/ACRE = .16 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

NA

CLAIMED DIVERSION VOLUME = AF/A

ACRES _____ x DIVERSION VOL. AF/A FOR AREA _____ =

TOTAL DIVERSION VOLUME _____ AF/A

3. IRRIGATION CONSUMPTIVE USE

NA

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:

See page 2a

WR RECORD CONDITIONS/REMARKS:

RECOMMENDATIONS: CHECK HERE IF RECOMMENDED AS CLAIMED ()

REC. PURPOSE OF USE	REC. PERIOD FROM TO		REC. DIV RATE CFS		REC. DIV VOL. AF/A		REC. CONS. USE	
			DATABASE	EXAMINER	DATABASE	EXAMINER	DATABASE	EXAMINER
IRRIGATION	04-15	10-15	0.145	.16			0.0	
TOTAL FOR THIS RIGHT				.16				

NON-IRRIGATION USES CLAIMED:

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

REVIEWED BY: Mel Schutte DATE: 7-13-99.

FLAG: _____
STANDARD CONDITIONS (CODE): _____

STANDARD REMARKS (CODE):

EXP-F06 65-07002A, B, C

EXPLANATORY CONDITIONS (CODE):

EXPLANATORY REMARKS (CODE):

A. CHECK ONLY THE FOLLOWING THAT APPLY:

	ACCEPTED AS CLAIMED	NEEDS REVIEW
OWNERSHIP _____	(X)	()
FORFEIT/ABANDON _____	()	()
ADDITIONAL DIV. AMOUNT _____	()	()

B. SPLIT WATER RIGHT REVIEW

See page 2a

ROOT WATER RIGHT NUMBER: 65-07002

TOTAL DIVERSION RATE OF WR SPLITS DATABASE 1.560 EXAMINER _____ CFS

SPLITS:

OLD RIGHT NUMBERS	CURRENT CLAIM NUMBERS	DIVERSION RATE	CURRENT "R" CLAIM NUM.	"R" DIV. RATE	WR RIGHT NUMBERS	DIVERSION RATE
65-07002X	A65-07002A	0.290	R65-07002B	0.060	65-07002	
-	A65-07002B	0.090	-		65-07002A	0.580
-	A65-07002C	0.145	-		65-07002X	0.980
-	A65-07002D	0.145	-		-	
TOTAL CFS		0.670		0.060		1.560

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 N FIELD EXAMINER Y() N()

NOTES:

A65-07002A was originally split based on ownership changes that did not consider the fact this waste water is not delivered East of Mud Creek. Therefore, the allocation to A65-07002C was incorrect and overstated. The split tree (page 2a) dated 7-12-99 allocates splits based on the deeds that split the land ownership. The deeds are silent to water rights so each split receives the rights appurtenant to the land.

=====

AUTHENTICATION:

SIGNATURE:

Mel Schulte

DATE:

7-13-99

NAME OF FIELD EXAMINER:

TITLE:

=====

AJ5815NP

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM POU REVIEW REPORT

DATE: 07/12/99

OPTION: IRRIGATION USES ONLY

ADJUDICATION CLAIM NUMBER: A65-07002D

PAGE: 1

A. ROOT WATER RIGHT NUMBERS: A65-07002B
A65-07002A

R65-07002B

A65-07002C

A65-07002D

B. POU LISTING

TWP	RNG	SEC	1/4	1/4	LOT	NAME	AJ #/USE/ACRES	WR #/USE/ACRES	LANDSAT DATA
18N	03E	33	SE	SW		CLARK, CHRIS	A65-07002D /01/ 7.2	- / /	37.0
			SE	SW		BAILEY, LEIGH	A65-07002A /01/14.5	65-07002A /01/29.0	
			SE	SW		ELD RANCHES	A65-03825B /01/25.0	- / /	
			SE	SW		ELD RANCHES	A65-02367 /01/10.0	65-02367 /01/10.0	
			SE	SW		SILA, JAY L	A65-07002C /01/ 7.2	- / /	
			SE	SW		ELD, WILLIAM		65-03825 /01/25.0	
TOTAL ACRES							A65-07002D	7.20	37.00

POU COUNTY: VALLEY



Chris Clark

Senior Resource Manager

Office: (208) 634-7125

FAX: (208) 634-5117

Home: (208) 634-5427

Payette Lakes Area Office

555 Deinhard Lane

McCall, Idaho 83638

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OCT 21 1996



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type
(see instructions on back of page)

DATE OF CLOSING: Nov. 5, 1994

LEGAL DESCRIPTION OF PROPERTY: Township 18N Range 3E
Section 33, 1/4 of SE 1/4 of SW 1/4, Govt. Lot , BM.
Lot , Block, W $\frac{1}{2}$ E $\frac{1}{2}$, Subdivision/Townsite .
If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s) Assigned by IDWR: A6S-07002A
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Benjamin L. White
P.O. Box 44721
Washington DC 20026-4721
- ☐ New Owner/Claimant (Purchaser): Chris Clark and Sylvia Clark
- ☐ New Mailing Address: P.O. Box 1241
McCall, ID
83638
- ☐ New Telephone Number: (208) 634 - 5427
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? X yes no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:
Waste water from a tributary to Mud Creek is claimed for
irrigation purposes from 4/15 to 10/15. Total quantity
appropriated is .145 C.F.S. on 7.25 Acres.
- ☐ Attach proof of ownership, describe proof attached:

(proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- ☐ Signature of New Owner/Claimant(s): Chris Clark Date 12/15/94
Sylvia A. Clark Date 1/5/95
- ☐ Signature of Former Owner/Claimant(s): Date
 Date

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:
Initial Review and Data-Entry
Date: By:
Further Action Needed:

Further Action Taken
Date: By:
Final Review and Data-Entry
Date: By:
Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
Copies to Former Owner and New Owner

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OCT 21 1996

INSTRUCTIONS

This form has been prepared to assist new owners of property to comply with the requirements of Section 42-1409(7), Idaho Code. This statute provides that new property owners notify the Department of Water Resources (IDWR) of any change in ownership of a water right during an adjudication of water rights, and if a claim for the water right has not been filed to file the needed claim(s).

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. If you would like any of these brochures or if you have questions about completing this form please contact your nearest office of IDWR or you may call 1-800-451-4129 (toll-free).

The first line of the form asks for the date of closing so IDWR will have a record of the effective date of the property transfer.

The second line of information requires the legal description of the property being transferred. This information is **ESSENTIAL** and should be available from the documents that will be present at the time of closing. The first two lines of the legal description **MUST** be completed. IDWR's records are based upon legal descriptions using township, range, section and fractions of a section descriptions, and this information must be included on the form. If you also have available a legal description based upon a townsite or subdivision and lot and block number, please also include this additional information. A lot and block legal description is **NOT** a substitute for the township, range, section and fraction of a section description.

After completing the legal description, if all water is supplied by a public service water supply you may check the first box; complete the name, address and telephone information for yourself, the new owner; sign the form in the space provided and return the form to the IDWR office nearest you.

If there are water rights associated with the property, the seller should be able to provide you with the water right number(s). The water right number(s) for the property are to be put in the space provided at the second box on the form. If you or the seller believe there are water rights for the property but the numbers are unknown, then you may wish to call or come into an office of IDWR for assistance in identifying the water rights for the property involved. If claims for the property have not been filed you will be so advised by IDWR.

After the water right number(s) for the property has been entered on the form, complete the name and address information for **BOTH** the former owner/seller and for yourself, the new owner, in the spaces provided. Please also include your telephone number. If the property you have purchased is only part of the property owned by the former owner/seller, you may be purchasing only part of the total water right held by the seller. This means the water right held by the seller must be split so you get your proportionate share of the water right. Be sure to include a description of the portion of the water right you have purchased. The seller should be able to help you describe the portion of the water right for the property you have purchased.

If the former owner/seller will sign the form and the seller is shown as the claimant of the water right in IDWR's records, then you do not need to attach proof of ownership of the land or the water right. The seller should know if the original claim was filed by him, or if the seller has filed a change in ownership so the seller is shown as the claimant of the water right in IDWR's records. If the seller is not going to sign the form then you must attach some proof of ownership of the property described at the top of the form or proof of ownership referencing the specific water right(s) for the property.

The new owner must sign the form in the space provided. If the former owner/seller is available to sign the form please do so in the space provided.

When complete, the new owner and the former owner/seller should each retain one of the copies and return the original of the form to IDWR. You may return the form to the IDWR office nearest you or to: Idaho Department of Water Resources, Statehouse Mail, Boise, ID 83720-9000, Attention: Adjudication Bureau.

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.

REC-70
NOV 21 1988
Department of Water Resources
CIVIL CASE NUMBER: 99506

Ident. Number: A65-07002A
Date Received:
Receipt No: _____
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BENJAMIN L. WHITE
Address: 5182 FILLMORE
OGDEN, UT

84403-0000

Name: BARBARA D. WHITE
Address: 5182 FILLMORE
OGDEN, UT

84403-0000

2. Date of Priority: JUN 15, 1967

3. Source: WASTE WATER Trib. to: MUD CREEK

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
18N	03E	33	SW	NW			VALLEY

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	10/15	0.580		

7. Total Quantity Appropriated is:
0.580 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

A65-07002A

Page 1

Date: 11/10/88

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10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
18N	03E	33	SE	SW		IRR	29.0
Section Acres							29.0
Total Acres							29.0

11. Place of use in counties: VALLEY

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

13. Other Water Rights Used:

14. Remarks:

THIS RIGHT WHEN COMBINED WITH RIGHT 65-2367 SHALL PROVIDE NO MORE THAN .02 CFS/ACRE.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: 1/21/1986

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 X do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: -1-

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): *Jim White* Date: Nov. 18, 1988

Date: _____

State of ~~Idaho~~ DISTRICT)
OF COLUMBIA) SS.
County of _____)

Subscribed and sworn (or affirmed) before me this 18th day
of November 19 88

George D. [Signature]
Notary Public

Seal

Residing at District of Columbia

My Commission Expires Nov. 14, 1989



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190
FAX (208) 334-2348

Date January 19, 1995

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

[CHRIS OR SYLVIA CLARK]
PO BOX 1241
[MCCALL ID 83638]

Notice of Claim No.(s) A65-07002D

Dear Claimant:

Enclosed is **your** copy(s) of the above referenced claim(s) which reflect the change in ownership of the land and appurtenant water rights covered by this claim(s).

The Department will contact you in the future concerning any requirements that may be needed in order to process this claim(s) for final court decree.

If you have any questions concerning the enclosed claim(s), please feel free to contact this office.

Sincerely,

Linda A. Werner
Sr. Water Resource Agent
Adjudication Section

Enclosure(s)

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WARRANTY DEED

For Value Received Benjamin L. White and Claudia J. White, husband and wife

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Chris Clark and Sylvia G. Clark, husband and wife,

whose address is: P.O. Box 1241, McCall, ID 83638

Hereinafter called the Grantee, the following described premises situated in Valley County, Idaho, to-wit:

W1/2 E1/2 SE1/4 SW1/4 Section 33, Township 18N., Range 3 E., B.M.,
subject to rights of way and easements in use or of record.

Subject to current year's taxes, irrigation district assessments, public utility easements, subdivision restrictions and U.S. Patent reservations, any easements in use or of record.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all encumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: 11/9/94

Benjamin L. White
Benjamin L. White

Claudia J. White
Claudia J. White

STATE OF Colorado)
COUNTY OF Jefferson) ss.

On this 9th day of November, 1994 before me, the undersigned Notary Public, personally appeared Benjamin L. White and Claudia J. White, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

Victoria A. Peters
Notary Public State of
Residing at: P.O. Box 464, Golden, CO 80402
My Commission Expires:
September 30, 1995

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OCT 21 1996

208054
CENTRAL IDAHO TITLE
REQUESTED BY:
RECORDED
NOV 14 8:57 AM
TYPE: Deed (T/D)
VALLEY COUNTY
BRIAN J. HARRIS
FEE: \$3.00

DEED OF TRUST

THIS DEED OF TRUST dated November 4, 1994, BETWEEN Chris Clark and Sylvia G. Clark, husband and wife herein called GRANTOR whose address is P.O. Box 1241, McCall, ID 83638, CENTRAL IDAHO TITLE, INC. herein called TRUSTEE, and Benjamin L. White and Claudia J. White, husband and wife, herein called BENEFICIARY, WITNESSETH: That Grantor does hereby irrevocably GRANT, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Valley, State of Idaho, described as follows, either within an incorporated city or village at the date hereof, or containing not more than twenty acres:

W1/2 E1/2 SE1/4 SW1/4 Section 33, Township 18N., Range 3 E., B.M.,
subject to rights of way and easements in use or of record.

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 THIRTY-THREE THOUSAND AND NO/100 Dollars, (\$33,000.00), final payment due April 1, 1995 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 further loans advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties of this Deed of Trust that it shall stand as containing security until paid for all such advances together with interest thereon.

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

1. 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 hereinbefore set forth.

2. 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 therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; 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.

3. To provide, maintain and deliver to Beneficiary fire 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.

4. 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 attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

5. To pay at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due, Grantor's failure so to pay shall constitute a default under this trust.

6. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the highest lawful rate permissible under Idaho law.

7. 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 Grantor 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 powers, or in enforcing the Deed of Trust by Judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

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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 costs of 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 the highest lawful rate permissible under Idaho law; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Notwithstanding any other provisions hereof or of any other agreement between the parties hereto, under no circumstances shall the amount paid or agreed to be paid to such Beneficiary for the use, forbearance or detention of money exceed the highest lawful rate permissible, and if a court or competent jurisdiction shall determine that the performance of any provision hereof or thereof shall result in payment of amount in excess thereof, then such provision shall be deemed appropriately modified to the extent necessary to reduce such amount to that not in excess of such rate, and any excess amount theretofore received shall be deemed applied to the principal amount of the debt.

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.

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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 trustee or trustees named herein.

Chris Clark
Chris Clark

Sylvia G. Clark
Sylvia G. Clark

STATE OF IDAHO)
COUNTY OF VALLEY) : ss.

On this 4th day of NOVEMBER, 1994 before me, the undersigned Notary Public, personally appeared Chris Clark and Sylvia G. Clark, known or identified to me to be the person(s) whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)

Michael R. Anderson
Notary Public State of IDAHO
Residing at: McCall
My Commission Expires: 1-29-99

NOV 14 3:00 AM '94
TYPE: mdp #4
LELAND
VALLEY CO.
BY: J. M. [unclear]
FEE: 9.00

208055
CENTRAL IDAHO TITLE
REQUESTED BY: _____
RECORDED _____

MICROFILMED
OCT 21 1995