

07/27/2005

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 78-4160
NAME AND ADDRESS: CYNTHIA KING-CORNIA
HC 75 BOX 3543
NEW MEADOWS ID 83654
SOURCE: ELK CREEK TRIBUTARY: LITTLE SALMON RIVER
QUANTITY: 0.040 CFS
PRIORITY DATE: 01/01/1963
POINT OF DIVERSION:
T22N R01E S23 SWSESW Within IDAHO County
PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	04/01 10/31	0.040 CFS

PLACE OF USE: IRRIGATION Within IDAHO County

T22N R01E S23	SESW	0.5	T22N R01E S26	NENW	1.5
---------------	------	-----	---------------	------	-----

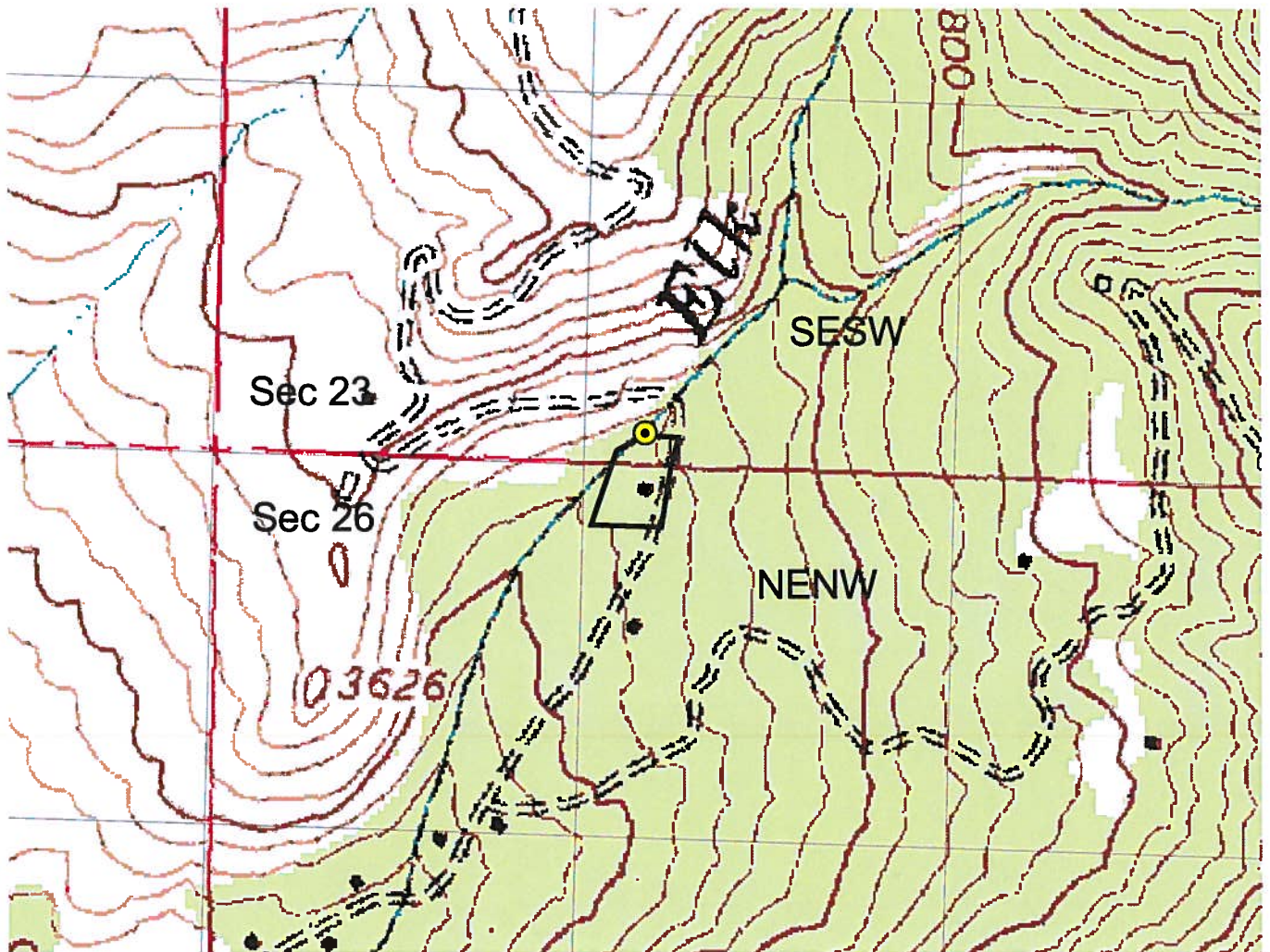
2 ACRES TOTAL

OTHER PROVISIONS 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 - Beneficial Use

78-4160



0 400 800 Feet

Section 23
T22N R1E



● Point of Diversion

□ Place of Use

Map prepared on July 27, 2005
By Kenneth Knoblock
Idaho Department of Water Resources

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
JUL 27 2005
IDWR/North

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. 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 Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
78-4160					

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.

Name and Address of Former
Owner/Claimant(s)

William H. Willis

New Owner/Claimant(s)

1324 E Woodvine Ct. - Boise, Id 83706

Cynthia King-Cornia and James R. Corn
Name Connector (Check one) [] and, [] or, [] and/or
(deceased)

New Mailing Address

HC 75 Box 3543

City, State and ZIP Code

New Meadows, Id 83654

New Telephone Number

(208) - 628 - 3246

Signature of New Owner(s) or Claimant(s)
(include title if applicable)

Cynthia M King - Cornia

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.



State of Idaho
DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-261
(208) 769-1450

DIRK KEMPTHORNI
GOVERNOR

KARL J. DREHER
DIRECTOR

July 27, 2005

Cynthia King-Cornia
HC 75 Box 3543
New Meadows, ID 83654

RE: 78-4160

Dear Ms. King-Cornia:

We have processed your change of water right ownership form. Enclosed is a copy of our recommendation, which we expect to submit by the end of the year.

Sincerely,

A handwritten signature in black ink, appearing to read 'Knoblock', written over a horizontal line.

Kenneth Knoblock
Water Resources Agent

373730

COMPUTER []
INDEXED []
TRACTED []
FILMED []
ASSESSOR []

WARRANTY DEED

GRANTOR, WILLIAM H. WILLIS, a married man jointed by his wife, FLORENCE IRENE WILLIS, of 1932 1/2 West State Street, Boise, ID 83702, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto JAMES R. CORNIA and CYNTHIA M. KING-CORNIA, husband and wife, of Box ²⁵³~~278~~, New Plymouth, Idaho, as GRANTEE, and to grantee's heirs and assigns forever, all of the following described real estate located in the County of Idaho, State of Idaho, to wit:

See Exhibit "A" attached hereto and hereby incorporated by this reference.

SUBJECT TO that certain Deed of Trust, dated the 16th of January 1987, and recorded on the 20th day of January, 1987, as Instrument No. 333122, wherein WILLIAM H. WILLIS and JACQUELINE L. GOLLER WILLIS, husband and wife, were Grantors, with IDAHO COUNTY TITLE COMPANY, INC., being the trustee, and DAVID GENE LIRGG, CHRISTINE ELIZABETH LIRGG TAKEUCHI, and PATRICIA ANN LIRGG HAMILTON being the Beneficiary, which Deed of Trust secured the original loan in the amount of \$28,000.00, AND WHICH DEED OF TRUST THE GRANTORS COVENANT TO DISCHARGE.

TOGETHER with all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereto.

Subject to:

1. General taxes for the year 1994, which are a lien, not yet due and payable.
2. Power Line Easement, including the terms and conditions thereof, by and between THEODORE STILLMAN and MARY STILLMAN, his wife, Grantors, to IDAHO POWER COMPANY, a corporation, recorded April 24, 1948, under Instrument No. 159349, in Book 88 page 367, records of Idaho County, Idaho.

Grantor, for himself, his heirs and assigns does hereby covenant, warranty and shall defend the quiet and peaceable

possession of said premises by the Grantee, their heirs and assigns forever against the lawful claims of all persons.

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to this instrument this 14 day of April, 1994.

William H. Willis
WILLIAM H. WILLIS

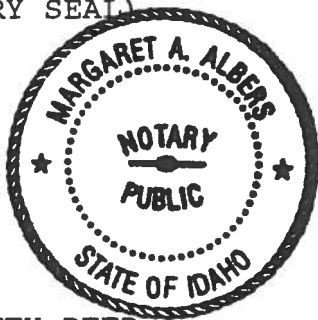
Florence Irene Willis
FLORENCE IRENE WILLIS

STATE OF IDAHO)
County of *Idaho*) SS.

On this 14th day of April, 1994, before me,
Margaret A. Albers, a Notary for the said County and
State, personally appeared WILLIAM H. WILLIS and FLORENCE IRENE
WILLIS, husband and wife, known or identified to me to be the
persons whose names are subscribed to the within instrument, and
they acknowledged to me that they freely executed the same and that
the statements therein contained are true.

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

(NOTARY SEAL)



Myra G. A. Allen
Notary Public for State of Idaho,
Residing at Idaho Falls, therein.
My commission expires on
June 26, 1997.

EXHIBIT A

The following described property situate in Idaho County, Idaho, to-wit:
A parcel of property which lies within SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 23 and NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 26 all within T 22 N, R 1 E, B.M., Idaho County, Idaho, and more particularly described from a survey as follows: Beginning at the NW corner of Section 26, thence S 89°52'46" E 1631.603' along the line between Sections 23 and 26 to a point on the westerly R.O.W. of the county road, which point is the initial point of beginning,

thence	S 5°09'26" W	84.077' along said R.O.W. line
thence	S 18°50'19" W	121.347' along said R.O.W. line to a found pin set by L.S. 700
thence	N 89°23'58" W	238.933' to a point 20 feet beyond a found pin which has been set by L.S. 700 to a point on the center line of Elk Creek
thence	N 22°41'06" E	274.969' along the center line of Elk Creek
thence	N 52°05'24" E	101.708' along the center line of Elk Creek
thence	N 84°09'02" E	111.822' along the center line of Elk Creek to a point on the westerly R.O.W. line of the county road
thence	S 5°09'26" W	132.042' along said R.O.W. line back to the initial point of beginning.

STATE of IDAHO	{ ss
County of Idaho	
Recorded at request of <u>Idaho Co</u>	
Title	
at <u>15</u> minutes past <u>12</u> o'clock <u>P.</u> M.	
this <u>14</u> day of <u>April</u> 19 <u>94</u>	
ROSE E. GEHRING	
By <u>Carol Updun</u>	Recorder
	Deputy
Fees \$ <u>10.00</u>	

373731

DEED OF TRUST

COPIES 2
INDEXED 8
TRACED 1
FILMED 1
APR 1994 11

THIS DEED OF TRUST, made this 14 day of April, 1994, between JAMES R. CORNIA and CYNTHIA M. KING-CORNIA, husband and wife, herein called GRANTOR, whose address is Box 253, New Plymouth, ID; IDAHO COUNTY TITLE COMPANY, INC., herein called TRUSTEE, and WILLIAM H. WILLIS, a married man jointed by his wife, FLORENCE IRENE WILLIS, herein called BENEFICIARY.

Grantor, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Idaho, State of Idaho:

See Exhibit "A" attached hereto and hereby incorporated by this reference.

which has the address of #18 EIK LAKE Road, Pinehurst, Idaho.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Beneficiary to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property";

TO SECURE to Beneficiary the repayment of the indebtedness evidenced by Grantor's note dated April 14, 1994 and extensions and renewals thereof (herein "Note"), in the principal sum of Thirty-Eight Thousand Five Hundred Dollars (\$38,500.00), with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on April 14, 2009; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Grantor herein contained.

UNIFORM COVENANTS. Grantor and Beneficiary covenant and agree as follows:

1. Payment of Principal and Interest. Grantor shall promptly pay when due the principal and interest indebtedness evidenced by the Note.

2. Prior Mortgages and Deeds of Trust; Charges; Liens. Grantor shall perform all of Grantor's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Grantor's covenants to make payments when due. Grantor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust.

3. Hazard Insurance. Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and

1 such other hazards as Beneficiary may require and in such amounts
2 and for such periods as Beneficiary may require.

3 The insurance carrier providing the insurance shall be chosen
4 by Grantor subject to approval by Beneficiary; provided, that such
5 approval shall not be unreasonably withheld. All insurance
6 policies and renewals thereof shall be in a form acceptable to
7 Beneficiary and shall include a standard mortgage clause in favor
8 of and in a form acceptable to Beneficiary. Beneficiary shall have
9 the right to hold the policies and renewals thereof, subject to the
10 terms of any mortgage, deed of trust or other security agreement
11 with a lien which has priority over this Deed of Trust.

12 In the event of loss, Grantor shall give prompt notice to the
13 insurance carrier and Beneficiary. Beneficiary may make proof of
14 loss if not made promptly by Grantor.

15 If the Property is abandoned by Grantor, or if Grantor fails
16 to respond to Beneficiary within 30 days from the date notice is
17 mailed by Beneficiary to Grantor that the insurance carrier offers
18 to settle a claim for insurance benefits, Beneficiary is authorized
19 to collect and apply the insurance proceeds at Beneficiary's option
20 either to restoration or repair of the Property or to the sums
21 secured by this Deed of Trust.

22 4. Preservation and Maintenance of Property; Leaseholds.
23 Grantor shall keep the Property in good repair and shall not commit
24 waste or permit impairment or deterioration of the Property and
25 shall comply with the provisions of any lease if this Deed of Trust
26 is on a leasehold.

27 5. Protection of Beneficiary's Security. If Grantor fails to
28 perform the covenants and agreements contained in this Deed of
Trust, or if any action or proceeding is commenced which materially
affects Beneficiary's interest in the Property, then Beneficiary,
at Beneficiary's option, upon notice to Grantor, may make such
appearances, disburse such sums, including reasonable attorneys'
fees, and take such action as is necessary to protect Beneficiary's
interest.

Any amounts disbursed by Beneficiary pursuant to this
paragraph, with interest thereon, at the Note rate, shall become
additional indebtedness of Grantor secured by this Deed of Trust.
Unless Grantor and Beneficiary agree to other terms of payment,
such amounts shall be payable upon notice from Beneficiary to
Grantor requesting payment thereof. Nothing contained in this
paragraph shall require Beneficiary to incur any expenses or take
any action hereunder.

6. Inspection. Beneficiary may make or cause to be made
reasonable entries upon and inspections of the Property, provided
that Beneficiary shall give Grantor notice prior to any such
inspection specifying reasonable cause therefor related to
Beneficiary's interest in the Property.

7. Condemnation. The proceeds of any award or claim for
damages, direct or consequential, in connection with any
condemnation or other taking of the Property, or part thereof, or
for conveyance in lieu of condemnation, are hereby assigned and
shall be paid to Beneficiary, subject to the terms of any mortgage,

1 deed of trust or other security agreement with a lien which has
2 priority over this Deed of Trust.

3 8. Grantor Not Released; Forbearance by Beneficiary Not a
4 Waiver. Extension of the time for payment or modification of
5 amortization of the sums secured by this Deed of Trust granted by
6 Beneficiary to any successor in interest of Grantor shall not
7 operate to release, in any manner, the liability of the original
8 Grantor and Grantor's successors in interest. Beneficiary shall
9 not be required to commence proceedings against such successor or
10 refuse to extend time for payment or otherwise modify amortization
11 of the sums secured by this Deed of Trust by reason of any demand
12 made by the original Grantor and Grantor's successors in interest.
13 Any forbearance by Beneficiary in exercising any right or remedy
14 hereunder, or otherwise afforded by applicable law, shall not be a
15 waiver of or preclude the exercise of any such right or remedy.

16 9. Successors and Assigns Bound; Joint and Several Liability;
17 Co-signers. The covenants and agreements herein contained shall
18 bind, and the rights hereunder shall inure to, the respective
19 successors and assigns of Beneficiary and Grantor, subject to the
20 provision of paragraph 13 hereof. All covenants and agreements of
21 Grantor shall be joint and several. Any Grantor who co-signs this
22 Deed of Trust, but does not execute the Note, (a) is co-signing
23 this Deed of Trust only to grant and convey that Grantor's interest
24 in the Property to Trustee under the terms of this Deed of Trust,
25 (b) is not personally liable on the Note or under this Deed of
26 Trust, and (c) agrees that Beneficiary and any other Grantor
27 hereunder may agree to extend, modify, forbear, or make any other
28 accommodations with regard to the terms of this Deed of Trust or
the Note, without that Grantor's consent and without releasing that
Grantor or modifying this Deed of Trust as to that Grantor's
interest in the Property.

10. Notice. Except for any notice required under applicable
law to be given in another manner, (a) any notice to Grantor
provided for in this Deed of Trust shall be given by delivering it
or by mailing such notice by certified mail addressed to Grantor at
the Property Address or at such other address as Grantor may
designate by notice to Beneficiary as provided herein, and (b) any
notice to Beneficiary shall be given by certified mail to
Beneficiary's address stated herein or to such other address as
Beneficiary may designate by notice to Grantor as provided herein.
Any notice provided for in this Deed of Trust shall be deemed to
have been given to Grantor or Beneficiary when given in the manner
designated herein.

If any notice is given as provided herein the Grantor must
pay to the Beneficiary for the preparation thereof \$100.00 plus any
charges and fees incurred by said Beneficiary in the service
thereof. All such charges shall be immediately payable upon demand
therefore.

11. Severability. In the event that any provision or clause
of this Deed of Trust or the Note conflicts with applicable law,
such conflict shall not affect other provisions of this Deed of
Trust or the Note which can be given effect without the conflicting
provision, and to this end the provisions of this Deed of Trust and

1 the Note are declared to be severable. As used herein, "costs",
2 "expenses" and "attorneys' fees" include all sums to the extent not
prohibited by applicable law or limited herein.

3 12. Grantor's Copy. Grantor shall be furnished a conformed
copy of the Note and of this Deed of Trust at the time of execution
or after recordation hereof.

4 13. Transfer of the Property. If Grantor sells or transfers
5 all or any part of the Property or an interest therein, excluding
6 (a) the creation of a lien or encumbrance subordinate to this Deed
7 of Trust, (b) a transfer by devise, descent, or by operation of law
8 upon the death of a joint tenant, or (c) the grant of any leasehold
9 interest of three years or less not containing an option to
purchase, Grantor shall cause to be submitted information required
by Beneficiary to evaluate the transferee as if a new loan were
being made to the transferee. Grantor will continue to be
obligated under the Note and this Deed of Trust unless Beneficiary
releases Grantor in writing.

10 If Beneficiary, on the basis of any information obtained
11 regarding the transferee, reasonably determines that Beneficiary's
12 security may be impaired, or that there is an unacceptable
13 likelihood of a breach of any covenant or agreement in this Deed of
14 Trust, or if the required information is not submitted, Beneficiary
15 may declare all of the sums secured by this Deed of Trust to be
16 immediately due and payable. If Beneficiary exercises such option
17 to accelerate, Beneficiary shall mail Grantor notice of
acceleration in accordance with paragraph 10 hereof. Such notice
shall provide a period of not less than 30 days from the date the
notice is mailed or delivered within which Grantor may pay the sums
declared due. If Grantor fails to pay such sums prior to the
expiration of such period, Beneficiary may, without further notice
or demand on Grantor, invoke any remedies permitted by paragraph 14
hereof.

17 NON-UNIFORM COVENANTS. Grantor and Beneficiary further
covenant and agree as follows:

18 14. Acceleration; Remedies. Except as provided in paragraph
19 13 hereof, upon Grantor's breach of any covenant or agreement of
20 Grantor in this Deed of Trust, including the covenants to pay when
21 due any sums secured by this Deed of Trust, Beneficiary prior to
22 acceleration shall give notice to Grantor as provided in paragraph
23 10 hereof specifying: (1) the breach; (2) the action required to
24 cure such breach; (3) a date, not less than 30 days from the date
25 the notice is mailed to Grantor, by which such breach must be
26 cured; and (4) that failure to cure such breach on or before the
27 date specified in the notice may result in acceleration of the sums
secured by this Deed of Trust and sale of the Property at public
auction at a date not less than 120 days in the future. The notice
shall further inform Grantor of (i) the right to reinstate after
acceleration, (ii) the right to bring a court action to assert the
nonexistence of a default or any other defense of Grantor to
acceleration and foreclosure, and (iii) any other matters required
to be included in such notice by applicable law. If the breach is
not cured on or before the date specified in the notice,
Beneficiary at Beneficiary's option may declare all of the sums

1 secured by this Deed of Trust to be immediately due and payable
2 without further demand and may invoke the power of sale and any
3 other remedies permitted by applicable law. Beneficiary shall be
4 entitled to collect all reasonable costs and expenses incurred in
5 pursuing the remedies provided in this paragraph, including, but
6 not limited to, reasonable attorneys' fees.

7 If Beneficiary invokes the power of sale, Beneficiary shall
8 give written notice to Trustee of the occurrence of an event of
9 default and of Beneficiary's election to cause the Property to be
10 sold. Trustee and Beneficiary shall take such action regarding
11 notice of sale and shall give such notices to Grantor and to other
12 persons as applicable law may require. After the lapse of such
13 time as may be required by applicable law and after publication of
14 the notice of sale, Trustee, without demand on Grantor, shall sell
15 the Property at public auction to the highest bidder at the time
16 and place and under the terms designated in the notice of sale in
17 one or more parcels and in such order as Trustee may determine.
18 Trustee may postpone sale of the Property for a period or periods
19 not exceeding a total of 30 days by public announcement at the time
20 and place fixed in the notice of sale. Beneficiary or
21 Beneficiary's designee may purchase the Property at any sale.

22 Trustee shall deliver to the purchaser Trustee's deed
23 conveying the Property so sold without any covenant or warranty,
24 expressed or implied. The recitals in the Trustee's deed shall be
25 prima facie evidence of the truth of the statements made therein.
26 Trustee shall apply the proceeds of the sale in the following
27 order: (a) to all reasonable costs and expenses of the sale,
28 including, but not limited to, reasonable Trustee's and attorneys'
fees and costs of title evidence; (b) to all sums secured by this
Deed of Trust; and (c) the excess, if any, to the person or persons
legally entitled thereto, or to the Clerk of the Superior Court of
the County in which the sale took place.

15. Grantor's Right to Reinstate. Notwithstanding
Beneficiary's acceleration of the sums secured by this Deed of
Trust due to Grantor's breach, Grantor shall have the right to have
any proceedings begun by Beneficiary to enforce this Deed of Trust
discontinued at any time prior to the earlier to occur of (i) the
tenth day before sale of the Property pursuant to the power of sale
contained in this Deed of Trust or (ii) entry of a judgment
enforcing this Deed of Trust if: (a) Grantor pays Beneficiary all
sums which would be then due under this Deed of Trust and the Note
had no acceleration occurred; (b) Grantor cures all breaches of any
other covenants or agreements of Grantor contained in this Deed of
Trust; (c) Grantor pays all reasonable expenses incurred by
Beneficiary and Trustee in enforcing the covenants and agreements
of Grantor contained in this Deed of Trust, and in enforcing
Beneficiary's and Trustee's remedies as provided in paragraph 14
hereof, including, but not limited to, reasonable attorneys' fees;
and (d) Grantor takes such action as Beneficiary may reasonably
require to assure that the lien of this Deed of Trust,
Beneficiary's interest in the Property and Grantor's obligation to
pay the sums secured by this Deed of Trust shall continue
unimpaired. Upon such payment and cure by Grantor, this Deed of

1 Trust and the obligations secured hereby shall remain in full force
2 and effect as if no acceleration had occurred.

3 16. Assignment of Rents; Appointment of Receiver; Beneficiary
4 in Possession. As additional security hereunder, Grantor hereby
5 assigns to Beneficiary the rents of the Property, provided that
6 Grantor shall, prior to acceleration under paragraph 14 hereof or
7 abandonment of the Property, have the right to collect and retain
8 such rents as they become due and payable.

9 Upon acceleration under paragraph 14 hereof or abandonment of
10 the Property, Beneficiary, in person, by agent or by judicially
11 appointed receiver shall be entitled to enter upon, take possession
12 of and manage the Property and to collect the rent of the Property
13 including those past due. All rents collected by Beneficiary or
14 the receiver shall be applied first to payment of the costs of
15 management of the Property and collection of rents, including, but
16 not limited to, receiver's fees, premiums on receiver's bonds and
17 reasonable attorneys' fees, and then to the sums secured by this
18 Deed of Trust. Beneficiary and the receiver shall be liable to
19 account only for those rents actually received.

20 17. Reconveyance. Upon payment of all sums secured by this
21 Deed of Trust, Beneficiary shall request Trustee to reconvey the
22 Property and shall surrender this Deed of Trust and all notes
23 evidencing indebtedness secured by this Deed of Trust to Trustee.
24 Trustee shall reconvey the Property without warranty and without
25 charge to the person or persons legally entitled thereto. Such
26 person or persons shall pay all costs of recordation, if any.

27 18. Substitute Trustee. In accordance with applicable law,
28 Beneficiary may from time to time appoint a successor trustee to
any Trustee appointed hereunder who has ceased to act. Without
conveyance of the Property, the successor trustee shall succeed to
all the title, power and duties conferred upon the Trustee herein
and by applicable law.

19 19. Use of Property. The Property is not used principally for
20 agricultural or farming purposes.

21 REQUEST FOR NOTICE OF DEFAULT
22 AND FORECLOSURE UNDER SUPERIOR
23 MORTGAGES OR DEEDS OF TRUST

24 Grantor and Beneficiary request the holder of any mortgage,
25 deed of trust or other encumbrance with a lien which has priority
26 over this Deed of Trust to give Notice to Beneficiary, at
27 Beneficiary's address set forth on page one of this Deed of Trust,
28 of any default under the superior encumbrance and of any sale or
other foreclosure action.

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust.

25 James R. Corning
26 Grantor

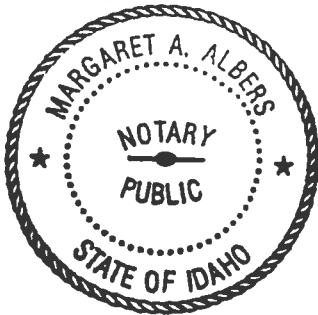
27 Arthur M. King
28 Grantor

1 STATE OF IDAHO)
2 County of Idaho) ss.

3 On this 14th day of April, 1994, before me,
4 Margaret A. Albers, a Notary for the said
County and State, personally appeared JAMES R. CORNIA and CYNTHIA
5 M. KING-CORNIA, husband and wife, known or identified to me to be
the persons whose names are subscribed to the within instrument,
6 and they acknowledged to me that they freely executed the same and
that the statements therein contained are true.

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

8 (NOTARY SEAL)



9 Margaret A. Albers
Notary Public for State of Idaho,
10 Residing at Bozeman, therein.
My commission expires on
11 Jan 26, 1997.

EXHIBIT A

The following described property situate in Idaho County, Idaho, to-wit:
A parcel of property which lies within SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 23 and NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 26 all within T 22 N, R 1 E, B.M., Idaho County, Idaho, and more particularly described from a survey as follows: Beginning at the NW corner of Section 26, thence S 89°52'46" E 1631.603' along the line between Sections 23 and 26 to a point on the westerly R.O.W. of the county road, which point is the initial point of beginning,

thence	S 5°09'26" W	84.077' along said R.O.W. line
thence	S 18°50'19" W	121.347' along said R.O.W. line to a found pin set by L.S. 700
thence	N 89°23'58" W	238.933' to a point 20 feet beyond a found pin which has been set by L.S. 700 to a point on the center line of Elk Creek
thence	N 22°41'06" E	274.969' along the center line of Elk Creek
thence	N 52°05'24" E	101.708' along the center line of Elk Creek
thence	N 84°09'02" E	111.822' along the center line of Elk Creek to a point on the westerly R.O.W. line of the county road
thence	S 5°09'26" W	132.042' along said R.O.W. line back to the initial point of beginning.

STATE of IDAHO	{ ss.
County of Idaho	
Recorded at request of	<u>Idaho Co.</u>
Title	
at	<u>15</u> minutes past <u>12</u> o'clock <u>P.</u> M.
this	<u>day of</u> <u>19</u>
ROSE E. GEHRING	Recorder
By <u>Carol Updunt</u>	Deputy
Page	<u>24.00</u>

1
2 MEMORANDUM OF AGREEMENT TO SELL

3 This agreement, made and entered into on this 14 day of
4 April, 1994, by and between WILLIAM H. WILLIS and FLORENCE IRENE
5 WILLIS, husband and wife, of 1932 1/2 W. State Street, Boise, ID
6 83702, hereinafter designated "SELLERS", and JAMES R. CORNIA and
7 CYNTHIA M. KING-CORNIA, husband and wife, of Box 278, New Plymouth,
8 ID 83655, hereinafter designated "PURCHASERS."

9 Whereof the Sellers have agreed to sell the following
10 described real property, located in Idaho County, State of Idaho,
11 to wit:

12 See exhibit "A" attached hereto and hereby incorporated by
13 this reference.

14 WHEREAS, the Purchasers have agreed to purchase said property
15 for the total sum of Forty Eight Thousand Five Hundred Dollars and
16 00/100 (\$48,500.00) and,

17 WHEREAS, the parties seek to set forth terms of said
18 agreement, and,

19 WHEREAS, both parties wish to set forth said terms in a
20 separate writing.

21 NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED, as follows:

22 The total purchase price of Forty Eight Thousand Five Hundred
23 Dollars and 00/100 (\$48,500.00) shall be paid as follows:

24 1. The sum of Ten Thousand Dollars and 00/100 (\$10,000.00)
25 down, the receipt whereof is hereby acknowledged by the Sellers.

26 2. The remaining sum of Thirty Eight Thousand Five Hundred
27 Dollars and 00/100 (\$38,500.00) shall be paid in the following
28 manner, to wit:

1 The sum of Three Hundred Sixty-Seven Dollars and Ninety-
2 Three Cents (\$367.93) per month with the first of such
3 payments on or before the 14 day of May, 1994, and
4 with a like payment of such amount on or before the same
day of each consecutive month thereafter for a period of
fifteen (15) years or until such principal, together with
accrued interest has been paid in full.

5 Indebted interest on the above balance, or any balance
6 due on said sum, shall commence on the 14 day of
7 April, 1994, and each payment required hereunder shall
8 include interest at the rate of eight percent (8%) per
annum and each payment therefor shall be first applied to
interest and then to principal.

9 Notwithstanding the above provisions the entire remaining
10 balance of principal together with accrued interest shall
be paid in full on or before the 14 day of April,
2009.

11 Said promise to pay is evidenced by a Promissory Note secured
12 by a Deed of Trust and said payments are to be made through the
13 Escrow Holder West One Bank.

14 IT IS FURTHER UNDERSTOOD AND AGREED AS FOLLOWS:

15 1. Both parties agree to equally split the costs of escrow
16 fees at West One Bank. All closing costs and recording fees will
17 be equally split between the parties.

18 2. Sellers shall at their cost, obtain a Title Insurance
19 Policy indicating the property is free and clear of all
20 encumbrances other than those noted on the Warranty Deed.

21 3. Purchasers acknowledge that they are aware that the real
22 property herein described is subject to a prior Deed of Trust,
23 dated the 16th of January 1987, and recorded on the 20th day of
24 January, 1987, as Instrument No. 333122, wherein WILLIAM H. WILLIS
25 and JACQUELINE L. GOLLER WILLIS, husband and wife, were Grantors,
26 with IDAHO COUNTY TITLE COMPANY, INC., being the trustee, and DAVID
27

28 MEMORANDUM OF AGREEMENT
TO SELL

1 GENE LIRGG, CHRISTINE ELIZABETH LIRGG TAKEUCHI, and PATRICIA ANN
2 LIRGG HAMILTON being the Beneficiary, which Deed of Trust secured
3 the original loan in the amount of \$28,000.00 and said Deed of
4 Trust is now held in escrow by West One Bank, with a balance of
5 \$18,684.13 as of April 14, 1994, (which Deed of Trust is herein
6 referred to as "prior escrow"). Sellers will pay all sums and take
7 all actions necessary to fully perform the covenants under said
8 "prior escrow" according to its terms. Should the Sellers suffer
9 or commit any default under the terms of the "prior escrow," the
10 Purchasers herein named, in order to protect their interest
11 hereunder, may pay all sums necessary to cure such default,
12 including a reasonable attorney's fee, if any, and any sums so paid
13 shall be applied as a prepayment of this escrow agreement. The
14 affidavit of either Purchaser specifying the amount so paid shall
15 be sufficient authority to the escrow holder herein named to apply
16 such amount as a prepayment of the balance due hereunder, the
17 parties agreeing that they will settle or litigate any dispute
18 between them as to the propriety or amount of any such payment
19 without involving this escrow contract or the escrow holder herein
20 named.

21 PRIOR ESCROW TO BE PAID BY SELLERS: The parties agree that
22 the escrow holder hereunder named shall be instructed to remit
23 \$294.15 of each monthly payment received from Purchasers upon the
24 purchase price due Sellers hereunder toward the payment of accruing
25 payments falling due under the above described "prior escrow" with
26

27
28 MEMORANDUM OF AGREEMENT
TO SELL

1 such remittances to be handled in the manner fully set forth in the
2 escrow instructions.

3 If Purchasers desire that the escrow holder remit the payments
4 required to be made by Sellers on said "prior escrow" in cases of
5 prepayment of all or any portion of the balance due to Sellers
6 hereunder, it shall be the responsibility of Purchasers to
7 ascertain the correct amount to be so remitted by reason of such
8 prepayment and to prepare written instructions to the escrow holder
9 specifying the manner of disbursement of the amount being prepaid.

10 Purchasers shall not, during the term of this Agreement, do or
11 refrain from doing any act which would result in the occurrence of
12 a default under said "prior escrow" (provided, however, this
13 paragraph shall not be construed to any of the obligations set
14 forth therein relating to the payment of money to the holder of
15 said "prior escrow," which said obligations Purchasers have not
16 assumed).

17 4. Warranties and Disclaimer: PURCHASER ACKNOWLEDGES AND
18 AGREES THAT HE HAS BEEN INFORMED AND UNDERSTANDS THAT SELLER MAKES
19 NO WARRANTIES, EXPRESSED OR IMPLIED, TO PURCHASER, EXCEPT AS TO
20 TITLE AS CONTAINED IN THE TITLE CLAUSE IN THIS CONTRACT.

21 Purchaser acknowledges that Seller and Seller's agents have
22 made no representations of any material fact concerning the real
23 property described in this Contract; that Purchaser has had
24 adequate opportunity to inspect and investigate the said property;
25 that Purchaser has made a through independent examination and
26 inspection of the said property and is relying solely upon his own

27
28 MEMORANDUM OF AGREEMENT
TO SELL

1 examination and inspection thereof; and, that Purchaser is
2 acquiring the property "as is." Purchaser further acknowledges
3 that Seller has made no representations or warranties as to whether
4 or not the boundary lines of said property are accurate, nor any
5 representation as to the number of acres or the number of square
6 feet or frontage contained in the legal description of the property
7 described in this Contract. Purchaser acknowledges further that he
8 has been informed and understands that the property described in
9 this Contract has not been surveyed and that Seller is not
10 responsible or liable to obtain or provide a survey of said
11 property. Purchaser has been provided a legal description of the
12 property which is the same description as that used in this
13 Contract. Purchaser has had adequate opportunity to examine and
14 inspect the boundaries of the said property and has made his own
15 determination as to acreage, square footage, and/or frontage, and
16 whether the fence lines and boundaries are accurate and is
17 purchasing the said property in reliance upon his own determination
18 thereof and regardless whether or not said fence lines and
19 boundaries are accurate.

20 5. In the event of litigation between the parties hereto
21 concerning the subject matter hereof, the prevailing party in any
22 suit or action shall have the right to demand and collect as part
23 of any judgment to be rendered a reasonable sum as attorney's fees
24 in addition to costs allowed by law.

25 6. This agreement binds the parties hereto, their respective
26 heirs, personal representatives and assigns.

27 MEMORANDUM OF AGREEMENT
28 TO SELL

1 7. The Purchasers acknowledge that this agreement was
2 prepared by the attorney for the Sellers and that said attorney did
3 not and does not represent the Purchasers in connection with this
4 transaction or the preparation of this agreement.

5 ADDITIONAL PROVISIONS:

6
7
8 IN WITNESS WHEREOF, the parties have signed their names the
9 day and year appearing in their respective acknowledgements of the
10 execution hereof.

11 William H. Willis
12 WILLIAM H. WILLIS

Florence Irene Willis
 FLORENCE IRENE WILLIS

13
14
15 James R. Cornia
16 JAMES R. CORNIA

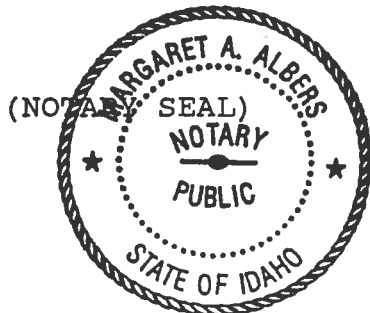
Cynthia M. King Cornia
 CYNTHIA M. KING-CORNIA

17 STATE OF IDAHO)
18 ss.
18 County of Idaho)

19 On this 14 day of April, 1994, before me,
20 Margaret A. Albers a Notary for the said County and State,
21 personally appeared WILLIAM H. WILLIS and FLORENCE IRENE WILLIS,
22 husband and wife, known or identified to me to be the persons whose
23 names are subscribed to the within instrument, and they
24 acknowledged to me that they freely executed the same.

25
26
27
28 MEMORANDUM OF AGREEMENT
 TO SELL

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



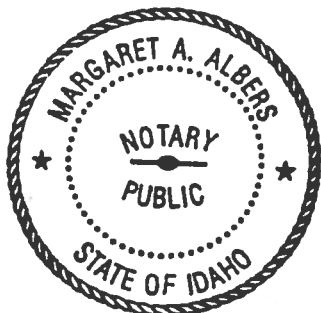
Margaret A. Albers
Notary Public for State of Idaho,
Residing at Grangeville, therein.
My commission expires on:
June 26, 1997.

9 STATE OF IDAHO)
10 ss.
11 County of Idaho)

12 On this 14 day of April, 1994, before me,
13 Margaret A. Albers, a Notary for the said County and State,
14 personally appeared JAMES R. CORNIA and CYNTHIA M. KING-CORNIA,
15 husband and wife, known or identified to me to be the persons whose
16 names are subscribed to the within instrument, and they
17 acknowledged to me that they freely executed the same.

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

20 (NOTARY SEAL)



Margaret A. Albers
Notary Public for State of Idaho,
Residing at Grangeville, therein.
My commission expires on:
June 26, 1997.

26
27
28 MEMORANDUM OF AGREEMENT
TO SELL

EXHIBIT A

The following described property situate in Idaho County, Idaho, to-wit:
A parcel of property which lies within SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 23 and NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 26 all within T 22 N, R 1 E, B.M., Idaho County, Idaho, and more particularly described from a survey as follows: Beginning at the NW corner of Section 26, thence S 89°52'46" E 1631.603' along the line between Sections 23 and 26 to a point on the westerly R.O.W. of the county road, which point is the initial point of beginning,

thence	S 5°09'26" W	84.077' along said R.O.W. line
thence	S 18°50'19" W	121.347' along said R.O.W. line to a found pin set by L.S. 700
thence	N 89°23'58" W	238.933' to a point 20 feet beyond a found pin which has been set by L.S. 700 to a point on the center line of Elk Creek
thence	N 22°41'06" E	274.969' along the center line of Elk Creek
thence	N 52°05'24" E	101.708' along the center line of Elk Creek
thence	N 84°09'02" E	111.822' along the center line of Elk Creek to a point on the westerly R.O.W. line of the county road
thence	S 5°09'26" W	132.042' along said R.O.W. line back to the initial point of beginning,

ISSUED FROM THE
OFFICE OF

**IDAHO COUNTY TITLE
COMPANY, INC.**

319 West Main
Grangeville, Idaho 83530-1917
Phone: (208) 983-2662

American Land Title Association
Owner's Policy
(10-17-92)

**POLICY
OF
TITLE
INSURANCE**



Issued by

Commonwealth.
Land Title Insurance Company

Title Insurance Since 1876

HOME OFFICE
EIGHT PENN CENTER
PHILADELPHIA, PA 19103-2198

B 1190-3

ISSUED BY



Commonwealth.
Land Title Insurance Company

POLICY NUMBER
207-022742

OWNER'S POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

James J. Lynch Jr.
Secretary



By:

Robert T. Sullivan
President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the affect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

SCHEDULE A

Amount of Insurance: \$ 48,500.00

Policy No. 207-022742

Premium: \$374.50

File No. 9613

Date of Policy: April 14, 1994

, at 12:15 P. M.

1. Name of Insured:

JAMES R. CORNIA and CYNTHIA M. KING-CORNIA

2. The estate or interest in the land which is covered by this policy is: Fee simple

3. Title to the estate or interest in the land is vested in:

JAMES R. CORNIA and CYNTHIA M. KING-CORNIA, husband and wife

4. The land referred to in this policy is described in said instrument, is situated in the County of
Idaho, State of Idaho, and is identified as follows:

See SCHEDULE C attached hereto

Countersigned:

NM 1 PA 10
ALTA Owners
Schedule A

Form 1190-15

Margaret A. Allera

Authorized Officer or Agent

ORIGINAL

Policy No.

File No. 207-022742
9613

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

GENERAL (STANDARD) EXCEPTIONS

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.

EXCEPTION NO(S) are hereby omitted.

SPECIAL EXCEPTIONS

8. General taxes for the year 1994, which are a lien, not yet due and payable.
9. Power Line Easement, including the terms and conditions thereof, by and between THEODORE STILLMAN and MARY STILLMAN, his wife, Grantors, to IDAHO POWER COMPANY, a corporation, recorded April 24, 1948, under Instrument No. 159349, in Book 88 page 367, records of Idaho County, Idaho.
10. Deed of Trust to secure an indebtedness of the amount herein stated, and any other obligations secured thereby, records of Idaho County, Idaho,
Amount: \$28,000.00
Dated: January 16, 1987
Recorded: January 20, 1987
Instrument No.: 333122
(see next page)

(continued)

CONTINUATION

Policy No.

207-022742
9613

Continuation of Schedule B :

G.F. No.

10. **continued:**

Grantor: WILLIAM H. WILLIS and JACQUELINE L. GOLLER
WILLIS, husband and wife
Trustee: IDAHO COUNTY TITLE COMPANY, INC.
Beneficiary: DAVID GENE LIRGG, CHRISTINE ELIZABETH LIRGG
TAKEUCHI, and PATRICIA ANN LIRGG HAMILTON

11. Deed of Trust to secure an indebtedness of the amount herein stated, and any other obligations secured thereby, records of Idaho County, Idaho,

Amount: \$38,500.00

Dated: April 14, 1994

Recorded: April 14, 1994

Instrument No.: 373731

Grantor: JAMES R. CORNIA and CYNTHIA M. KING-CORNIA,
husband and wife

Trustee: IDAHO COUNTY TITLE COMPANY, INC.

Beneficiary: WILLIAM H. WILLIS, a married man joined by his
wife, FLORENCE IRENE WILLIS

END OF SCHEDULE B

se(1)

SCHEDULE C

The following described property situate in Idaho County, Idaho, to-wit:
A parcel of property which lies within SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 23 and NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 26 all within T 22 N, R 1 E, B.M., Idaho County, Idaho, and more particularly described from a survey as follows: Beginning at the NW corner of Section 26, thence S 89°52'46" E 1631.603' along the line between Sections 23 and 26 to a point on the westerly R.O.W. of the county road, which point is the initial point of beginning,

thence	S 5°09'26" W	84.077' along said R.O.W. line
thence	S 18°50'19" W	121.347' along said R.O.W. line to a found pin set by L.S. 700
thence	N 89°23'58" W	238.933' to a point 20 feet beyond a found pin which has been set by L.S. 700 to a point on the center line of Elk Creek
thence	N 22°41'06" E	274.969' along the center line of Elk Creek
thence	N 52°05'24" E	101.708' along the center line of Elk Creek
thence	N 84°09'02" E	111.822' along the center line of Elk Creek to a point on the westerly R.O.W. line of the county road
thence	S 5°09'26" W	132.042' along said R.O.W. line back to the initial point of beginning.

Carl N. Edwards
12/30/86

CONDITIONS AND STIPULATIONS

(Continued)

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

- (i) the Amount of Insurance stated in Schedule A; or,
- (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been fixed in accordance with these Conditions and Stipulations, damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company upon any act of the insured claimant.

The Company shall be subrogated to and be entitled to all remedies which the insured claimant would have had against any property in respect to the claim had this policy not been requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the insured claimant by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured claimant to indemnities, guaranties, other policies of insurance or benefits, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or a validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to Commonwealth Land Title Insurance Company, Eight Penn Center, Philadelphia, Pennsylvania 19103-2198.



State of Idaho
DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, Suite No. 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814-261
(208) 769-1450

DIRK KEMPTHORN
GOVERNOR

KARL J. DREHER
DIRECTOR

June 16, 2005

James Cornia
HC 75 Box 3543
New Meadows, ID 83654

RE: 78-4160

Dear Mr. Cornia:

On August 18, 1988, William Willis submitted a Notice of Claim in the Snake River Adjudication (copy enclosed for your reference). We searched the Idaho County tax lot information and it appears that you may now own the property. If you do own the property, and the water is still being used, and you want your name in the final recommendation, then you need to file a change in water right ownership form and mail it to this office. Be sure to include a copy of the warranty deed or other document as described in item 2. B.

Sincerely.

A handwritten signature in black ink, appearing to read 'Knoblock', written over a horizontal line.

Kenneth Knoblock
Water Resources Agent

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: A78-04160
Date Received: 10/31/1990
Receipt No: W012827
Received By: Reh

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WILLIAM H. WILLIS 208-342-7382
Address: 1932-1/2 W. STATE ST.
BOISE, ID 83702
2. Date of Priority: JAN 01, 1963
3. Source: ELK CREEK Trib. to: LITTLE SALMON RIVER
4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
22N	01E	23	SW	SE	SW		IDAHO
5. Description of diverting works:
PUMPED FROM CREEK, SPRINKLERS
6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	05/01	10/31	0.040		
7. Total Quantity Appropriated is:
0.040 C.F.S. (and/or) A.F.A.
8. Total consumptive use is Acre Feet Per Annum.
9. Non-irrigation uses:
NONE
10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
22N	01E	23	SE	SW		IRR	0.5

A78-04160

Page 1

Date: 10/31/90

MICROFILMED
OCT 22 1996

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	0.5
		26	NE	NW	IRR	1.5
					Section Acres	1.5
					Total Acres	2.0

11. Place of use in counties: IDAHO

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

13. Other Water Rights Used:
NONE

14. Remarks:

THIS CLAIM WAS FOUND BY FX MADE BY KELLY CHRISTENSEN FOR PERMIT
SEE LETTER DTD. 9/20/90.
SINCE KELLY ADVISED THAT THIS CLAIM COULD BE FILED ON FOR THE
IRRIGATION AND WE MISSED IT IN THE CLAIMS TAKING I AM NOT
REQUESTING A LATE FEE AT THIS TIME.

15. Basis of Claim: STATUTORY CLAIM

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): William H. Wilkin Date: 10-31-90

Date: _____

State of Idaho)
County of ADA) ss.

Subscribed and sworn (or affirmed) before me this 31st day
of OCT 19 90

Ron Howerton
Notary Public

Seal

Residing at Ron Howerton
Residing at Boise, Idaho
My Commission Expires December 8, 1994

NE 4 NW 4

SECRET

$$\begin{array}{r} \text{N } 89^{\circ} 52' 46'' \text{ W} \\ \hline 301.248' \end{array}$$

N 22° 41' 06" E
274.968'

(ELK - CREEK)

98

N 52° 05' 40"
101.708'

97

N84-0902

50.

N 89° 52' 46" W
1029.107'

(99)

23

26

Original Source
Available in Section
11
66

	BEARING	DISTANCE
A	S 05° 09' 26" W	15.000'
B	S 23° 06' 03" E	20.000'
C	S 52° 31' 57" E	20.000'
D	S 89° 23' 58" E	20.000'

1.5151 Acres

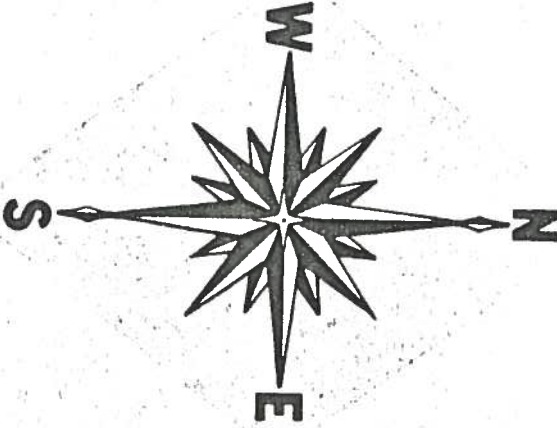
113
1.5 Acres
See 24
122 mile
Menu

121.347'
S 18° 50' 19" W

84.077'

S 05°09'26" W - 216.119'

COUNTY	ROAD



RECORD OF SURVEY
M. C. DOUGLAS (ELK CR.)
S 23 & 26, T.22N., R.1E., B.M.
IDAHO COUNTY, IDAHO

DESIGN:

DRAWN BY: W.S.

100

POOR ORIGINAL

16

15

21

28

33

34

35

1/2 Mile

ADAMS RD

Little

Salmon

Crack

Salmon

Roadside Park

SEE RECORD OF SURVEY MAP

FILED
JUL 22 1996

CHANGE IN ADDRESS OF NOTICE OF CLAIM

[X] Water Right Number (s): A78-10324
~~A78-07186~~ A78-04160

[X] Old Mailing Address: 1324 E WOODVINE COURT
BOISE, IDAHO 83706

[X] New Mailing Address: 1932 1/2 W. State St.
BOISE, IDAHO 83702

New Telephone Number: (208) 342-7382

[X] Signature of Claimant: William H. Wilh.

Date: 10-31-90

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:

MICROFILMED
OCT 22 1996

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 478-4/60Date Received 10-18-89

Receipt Number _____

RECEIVED

OCT 18 1989

No. 1000-70
Department of Water Resources
Western Regional Office

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) WILLIAM H WILLES Phone (208) 342-7382Mailing Address 1324 E. WOODVINE CT. BOISE, ID Zip 837062. Date of Priority (Only one (1) per claim) DEC 31 19833. Source of water supply (a) ELK CREEKwhich is tributary to (b) LITTLE SALMON RIVER4. a. Location of existing point of diversion is: Township 22N Range 1E Section 23,
1/4 of SE 1/4 of SW 1/4, Govt. Lot, _____ B.M., County of IDAHO

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, 1/4 of _____ 1/4 of _____

1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. SEARS 1 1/2" HP CENTRIFUGAL PUMP

DELIVERING THE WATER VIA A BURIED 1 1/4" BLACK PLASTIC LINE
RUNNING APPROX 140' SE; ANOTHER BURIED LINE RUNNING NORTH EAST FOR
APPROX 70'; ONE ABOVE LINE RUNNING SOUTH WEST FOR APPROX 60' WHERE
IT THEN COMES TO THE SURFACE AND THE PORTABLE LINE (APPROX
100') IS USED TO WATER THE SOUTHERN PORTION OF THE PROPERTY.

MICROFILMED

OCT 22 1996

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For IRRIGATION purposes from 5-1 to 10-31 amount 0.04 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.04 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) NO DOMESTIC USE

10. Description of place of use:

a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.

b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
<u>R2N</u>	<u>1E</u>	<u>23</u>												<u>1.4</u>					<u>1.4</u>

Total number of acres irrigated 1.4 ACRES

11. In which county (ies) are lands listed above as place of use located? IDAHO

12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
A78-10324 (GROUNDWATER FOR DOMESTIC USE ONLY) or None ()

14. Remarks:
THE ORIGINAL CLAIM USED A P/D UPSTREAM WITH GRAVITY FLOW
THIS WAS REPLACED WITH A PUMP BESIDE THE HOUSE. ORIGINALLY
THIS WAS ALSO USED IN HOUSE BUT IT NOW BYPASSES THE HOUSE
SYSTEM. FIELD EXAM FOR PERMIT 78-7186 WAS CONDUCTED BY KELLY
CHRISTENSEN ON 8-1-89 AND BOTH ADJUDICATION CLAIMS WERE
VERIFIED AT THAT TIME

MICROFILMED

Last Name WILLIS Ident No. A78-4160

Copies White State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use ☒ Posted Notice _____ License _____ Permit _____
Decree _____
If applicable provide IDWR Water Right Number 78-4160
Court _____ Case Number _____ Decree Date _____
Plaintiff vs 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 do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) William H. Willis Date 10-07-89

Date _____

For Organizations: I do solemnly swear or affirm that I am _____ Title _____

of _____, that I have signed the foregoing
Organization

document in the space below as _____ of _____
Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization _____ Date _____

State of Idaho/or _____)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 7th day of October 19 89

SEAL

Notary Public Carol H. Hronek for the State of Idaho

Residing at Boise, Idaho

My Commission Expires September 9, 1993

Please Print Name

17. Notice of Appearance:

Notice is hereby given that I, _____ will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name Willis Ident. Number A78-4160

MICROFILMED

OCT 22 1996

Copies White-State, Yellow-Claimant

Water Right Number - 78-04160 Adj. Flag Translation: Standard Water Right Number Old (D) Number -
+ - - - - Last Name - - - - + + - - - - First Name - - - + + - - - - Address - - - - - + - - - - +

*** C - CURRENT OWNER ***
DOUGLAS

MARGARET C.

1 - 475 SO. WALNUT ST.

2 -

3 -

City- BOISE

Phone -

1 -

2 -

3 -

City-

Phone -

State- ID Zip- 83702

LIRGG

BURRELL

State- Zip-

+ - - Priority Date - - + + - - Region - - - + + - - Stage - - - + + - - Status - - - +
01/01/1963 14 S - STATUTORY CLAIM

+ - - Source - - - - - + + - - - - Tributary - - - - - + + - - - - Little Salmon River
ELK CREEK

+ - - - - - - - - - - - - - - - Point of Diversion - - - - - + + - - - - - - - - - - - +
Twn Rng Sec Tract Lot Rflg County

+ - - - - - - - - - - - - - - - Water Use - - - - - Diversion Rate Diversion Volume
Code Description Period From Period To

01 - IRRIGATION
43 - DOMESTIC

05/01 10/31
01/01 12/31

0.040
0.040

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - +
0.080

+ - - - - - - - - - - - - - - - Place of Use - - - - - Description County
Twn Rng Sec Tract Lot Acres Code

22N 01E 26 NE NW 2.0 01 IRRIGATION 49 IDAHO

Total Acres: 2.0

+ - - Diversion Means - PIPE & SPRINKLERS

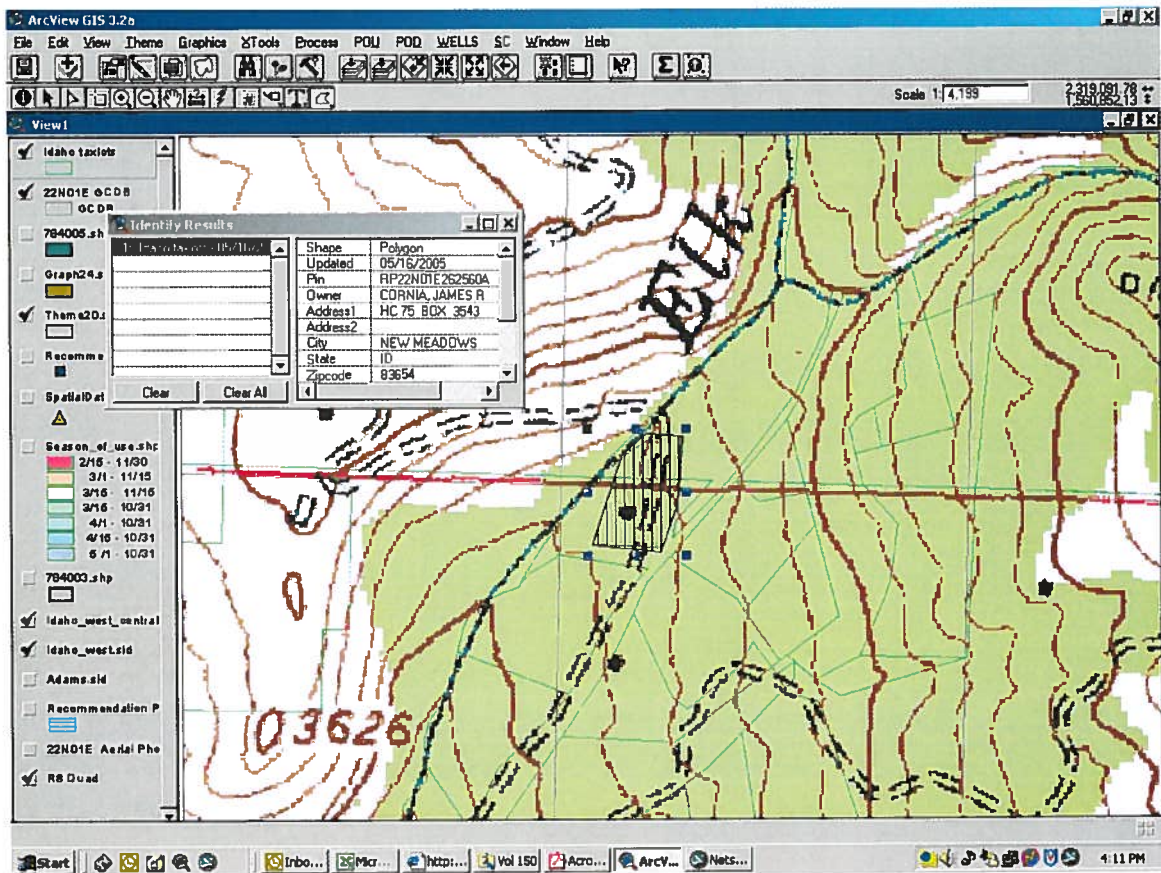
+ - - Non-Irrigation Use -

+ - - Other Rights for Same Use -

+ - - - - - - - - - - - - - - - Remarks - - - - - +
No Remarks found.

OCT 22 1996

MICROFILMED
OCT 22 1996



1.75 acres



State of Id
DEPARTM
Western Region

Kelly,

*I ENCLOSED BOTH
RELINQUISHMENT FORMS
ON 78-7186. ALSO ENCLOSED IS
A COPY OF YOUR MEMO TO ME,
JUST TO REFRESH YOUR MEMORY.*

Thank, William H. Willis

Sept. 20, 1989

William H. Willis
1324 E. Woodvine Court
Boise, ID 83706

RE: Field exam concerning 78-07186

Dear Mr. Willis:

In reviewing the original claim filed for diversion of water from Elk Creek I found some discrepancies with the claim you filed. The two areas of concern are the priority date and the size of the area irrigated.

Claim 78-4160 was filed by Margaret Douglas and/or Burrell Lirgg for domestic use and irrigation of 2 acres. They subsequently filed the permit 78-07186 for domestic only. As we discussed during the field exam some adjustments need to be made with your claims.

My recommendation is for you to change your claim A78-07186 to A78-04160. This would allow you to claim the 1963 priority, as shown, and reflect the irrigation of the 1.4 acres found during the field exam. Filing for irrigation will cost an additional twenty five dollars for filing and two dollars for the 1.4 acres irrigated giving an total of \$27.00 due. This will also allow for the relinquishment of permit 78-07186.

If you wish to handle your water rights in this manner then please complete the claim form for A78-04160 as discussed, and sign the relinquishment form for 78-7186.

This will give you two claims for water use. A78-04160 would be for irrigation of 1.4 acres from Elk Creek with a 1963 priority and A78-10324 for domestic use from groundwater with a priority of 1976.

If you have any questions please contact me or Jan Shurte at this office.

Sincerely,

Kelly K. Christensen

Kelly K. Christensen
Water Rights Examiner

MICROFILMED
OCT 22 1996

RECEIVED

OCT 20 1989

Department of Water Resources

RECEIVED

OCT 18 1989

Department of Water Resources
Western Regional Office

RECEIVED

NOV 22 1989

Department of Water Resources
Western Regional Office

R E L I N Q U I S H M E N T

TO WHOM IT MAY CONCERN:

I hereby relinquish to the State of Idaho,
all my right, title and interest in and to (Application for Permit)
(Permit) to Appropriate the Public Waters of the State of Idaho,
No. 78- 7186.

Signed at 11:00 AM

this 7 day of OCTOBER, 1989.

William H. Dilli

Applicant/Permit Holder

ATTEST:

MICROFILMED
OCT 22 1996

RECEIVED

OCT 18 1989

Department of Water Resources
Western Regional Office

WILLIAM H. WILLIS
1324 E. WOODVINE COURT

BOISE ID 83706

FOR MORE INFORMATION CALL (208) 334-2510

REQUEST FOR WITHDRAWAL OF CLAIM

I/We acknowledge that I/We have received and read and understand the form entitled "Special Notice to Claimants of Small Domestic and Stockwater Rights in the Snake River Basin Adjudication."

By signing and returning this form I/We withdraw the Notice of Claim identified below, and request a refund of the fee for filing the claim.

Signed William H. Willis Date 10-7-89

Signed _____ Date _____

CLAIM NUMBER: A78-07186

CLAIM FEE:

\$25.00

RECEIPT NUMBER: C001989

WITHDRAWAL REQUEST MUST BE MAILED BEFORE 11/03/1989

457-

MICROFILMED

OCT 22 1989

IF YOU ARE SEEKING TO WITHDRAW YOUR CLAIM AND YOUR USE
QUALIFIES AS A SMALL DOMESTIC AND STOCKWATER USE THEN SIGN
THIS FORM, FOLD SO THE ADDRESS ON THE BACK SHOWS AND MAIL.
A STAMP IS REQUIRED

CONVERSATION MEMORANDUM

DATE 10-22-90FILE A78-04160NAME OF PARTY MRS WILLISA78-10324EMPLOYEE RONA78-07186

RE: called for info about KELLY'S LETTER.
talked to Mrs WILLIS, she said she
would have her husband call for an
APPOINTMENT to claim Stat 78-04160 AS
it would cover the 1.4 acres from EKE
CR. with a 1963 priority. AND withdraw
claim 78-07186 (PERMIT) AS stat claim covers
the same use. REFUND (transfer) REQUEST
of 7186 (25.00) to stat. claim 4160
and a ck for 27.00 would properly cover
this right.

MICROFILMED
OCT 22 1990



State of Idaho
DEPARTMENT OF WATER RESOURCES

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

Sep 17 20 1989

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

William H. Willis
1324 E. Woodvine Court
Boise, ID 83706

RE: Field exam concerning 78-07186

Dear Mr. Willis:

In reviewing the original claim filed for diversion of water from Elk Creek I found some discrepancies with the claim you filed. The two areas of concern are the priority date and the size of the area irrigated.

Claim 78-4160 was filed by Margaret Douglas and/or Burrell Lirgg for domestic use and irrigation of 2 acres. They subsequently filed the permit 78-07186 for domestic only. As we discussed during the field exam some adjustments need to be made with your claims.

My recommendation is for you to change your claim A78-07186 to A78-04160. This would allow you to claim the 1963 priority, as shown, and reflect the irrigation of the 1.4 acres found during the field exam. Filing for irrigation will cost an additional twenty five dollars for filing and two dollars for the 1.4 acres irrigated giving an total of \$27.00 due. This will also allow for the relinquishment of permit 78-07186.

If you wish to handle your water rights in this manner then please complete the claim form for A78-04160 as discussed, and sign the relinquishment form for 78-7186.

This will give you two claims for water use. A78-04160 would be for irrigation of 1.4 acres from Elk Creek with a 1963 priority and A78-10324 for domestic use from groundwater with a priority of 1976.

If you have any questions please contact me or Jan Shurte at this office.

Sincerely,

Kelly K. Christensen
Water Rights Examiner

MICROFILMED
OCT 22 1989

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

- Permit No. 78-7186
1. Owner: WILLIAM H. WILLIS Phone No. 342-7382
Current Address: 1324 E. WOODVENE COURT BOISE, ID. 83706
2. Accompanied by: WILLIAM H. WILLIS EXAM. DATE: 8-1-89
Address: _____ Phone No. _____
Relationship to Permit Holder: OWNER
3. Source: ELK CREEK tributary to LITTLE SALMON RIVER

B. OVERLAP REVIEW

1. Other water rights with same place of use: 78-4160 (A CLAIM) 7186
A 78-10324 (DOMESTIC USE ONLY) A 78-~~4160~~ (DOMESTIC)
_____ ☐ Copies Attached
2. Other water rights with same point of diversion: 78-4160
_____ ☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☐ Alternative diagram attached

Scale: 1" = _____.

2. ☐ Copy of U.S.G.S. Quadrangle Attached ☐ Aerial Photo Attached
Showing location(s) of point(s) of diversion and (required for irrigation of 10 acres or more).
place(s) of use (required).
☐ Photo of Diversion and System Attached
(required for all but single household domestic groundwater, and stockwater).

MICROFILMED
OCT 22 1989

System Description (continued)

3. **Narrative:** Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)

THE SYSTEM IS AN ELECTRICAL PUMP DELIVERING WATER
TO THE PROPERTY VIA 1 1/4" BLACK PLASTIC LINE. USE 2
IRRIGATION ONLY. NO DOMESTIC USE. NORMAL OPERATION
IS FOUR SPRINKLERS IN OPERATION AT ONE TIME.

☐ See Remarks on page 4 for continuation

4.

| Well or Diversion Identification No.* | Motor Make | Hp | Motor Serial No. | Pump Make | Pump Serial No. or Discharge Size |
|---------------------------------------|------------|-------|------------------|-----------|-----------------------------------|
| | SEARS | 1 1/2 | 1B89 | SEARS | 1 1/2" |
| | | | | | |
| | | | | | |
| | | | | | |

*Code to correspond with No. on map and aerial photo

5. **Point(s) of Diversion:**

| Ident. No. | Gov't. Lot | 1/4 | 1/4 | 1/4 | Sec. | Twp. | Rge. | County | Method of Determination/Remarks |
|------------|------------|-----|-----|-----|------|------|------|--------|---------------------------------|
| | | | SE | SW | 23 | 22N | 1E | | CERTIFIED SURVEY |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

6. **Place(s) of Use:**

Indicate Method of Determination _____

| Twp. | Rge. | Sec. | NE 1/4 | | | | NW 1/4 | | | | SW 1/4 | | | | SE 1/4 | | | | Totals |
|------|------|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | | | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | |
| 22N | 1E | 23 | | | | | | | | | | | | 1.4 | | | | | 1.4 |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |

Do not use this space

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

| Measurement Equipment | Type | Make | Model No. | Serial No. | Size | Calib. Date |
|-----------------------|------|------|-----------|------------|------|-------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

2. Measurements:

RAINBIRD MDL 35 $\frac{3}{16}$ " TIP @ 30 PSI - 6.00 GPM
W-O MDL 520-2 $\frac{3}{16}$ " & $\frac{1}{8}$ " TIPS @ 32 PSI - 8.20 GPM
W-O MDL 520-2 $\frac{3}{16}$ " & $\frac{1}{8}$ " TIPS @ 30 PSI - 8.14 GPM
22.34 GPM

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method:

$$22.34 \text{ GPM} / 448.8 = \underline{0.0497 \text{ CFS}}$$

2. Alternate Method for Checking Purposes:

LIFT 8' $\frac{1.5 \times 8.8 \times .8}{8 + (2.3 \times 31)} = \underline{0.133 \text{ CFS}}$

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure: _____ psi x 2.31 = _____ ft (1); Dynamic pumping level: _____ ft (2)

Total Head: (1) + (2) = _____ (3) ; Flow rate: _____ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N/ _____ T = _____ (6)

Meter Input HP: (6) x 1.34 = _____ (7)

Panel Input KW: _____ Ave PF x _____ Ave Volts x _____ Ave Amps x .001732 = _____ (6)

Panel Input HP: (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 1.4 \times 3.0 = 4.2$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 0.04 \times 184 \times 1.9835 = 14.6$$

$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 4.2$$

2. Volume Calculations for Other Uses:

MICROFILMED
OCT 22 1983

H. REMARKS AND OVERLAP REVIEW ANALYSIS

PERMIT IS FOR DOMESTIC USE ONLY

FOUND IRRIGATION OF 1.4 A & 0.05 CFS

NO FEES PAID

0.04 CFS MAX

LEGAL LIMIT FOR IRRIGATION: $1.4 \times 0.03 = 0.042 \text{ CFS}$

NO DOMESTIC USE FOUND.

I. RECOMMENDATIONS

1. Recommended Amounts

| Beneficial Use | Period of Use | | Rate of Diversion
Q (cfs) | Annual Volume
V (afa) |
|----------------|---------------|-------|------------------------------|--------------------------|
| | From | To | | |
| IRRIGATION | 5-1 | 10-31 | .04 | 4.2 |
| | | | | |
| | | | | |
| | | | | |
| Totals: | | | | |

2. Recommended Amendments

☒ Change P.D. as reflected above

☐ Add P.D. as reflected above

☐ None

☐ Change P.U. as reflected above

☐ Add P.U. as reflected above

☒ Other

J. AUTHENTICATION

Field Examiner's Name _____

Signature _____

Certification Date _____

Field Report Preparation Date _____

CONSULTANT SEAL

K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.

PICTURE # 1

This picture shows the pump used to lift the water out of Elk Creek. The photo is looking north and the stream is just through the foliage to the left.



PICTURE # 2

This shows the irrigation line from the pump above running under the house and that it is not connected to the pressure tank system and domestic use. The wrapped line is the line from the well goes under the bare irrigation line.



PICTURE # 3

This picture shows the home and one of the risers with a sprinkler head attached. This is on the permanent sprinkler line. This picture is looking northwest.



PICTURE # 4

This picture shows the southern portion of the property and how it is irrigated. This picture is looking southeast.



MICROFILMED
OCT 22 1996

This picture was taken from the northeastern corner of the property and is looking southwest. In the foreground is a riser from a buried line where a garden hose can be attached to irrigate the surrounding ground.

Cabin Roof

Tool Shed Roof



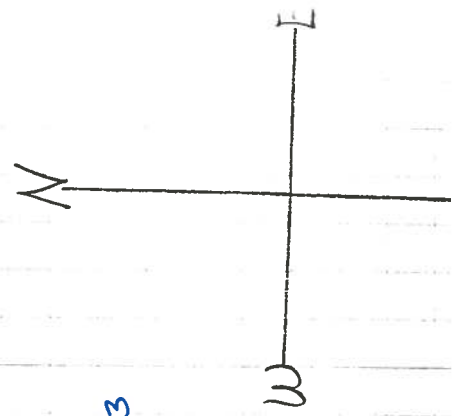
Riser

MICROFILMED
OCT 22 1996

POOR ORIGINAL

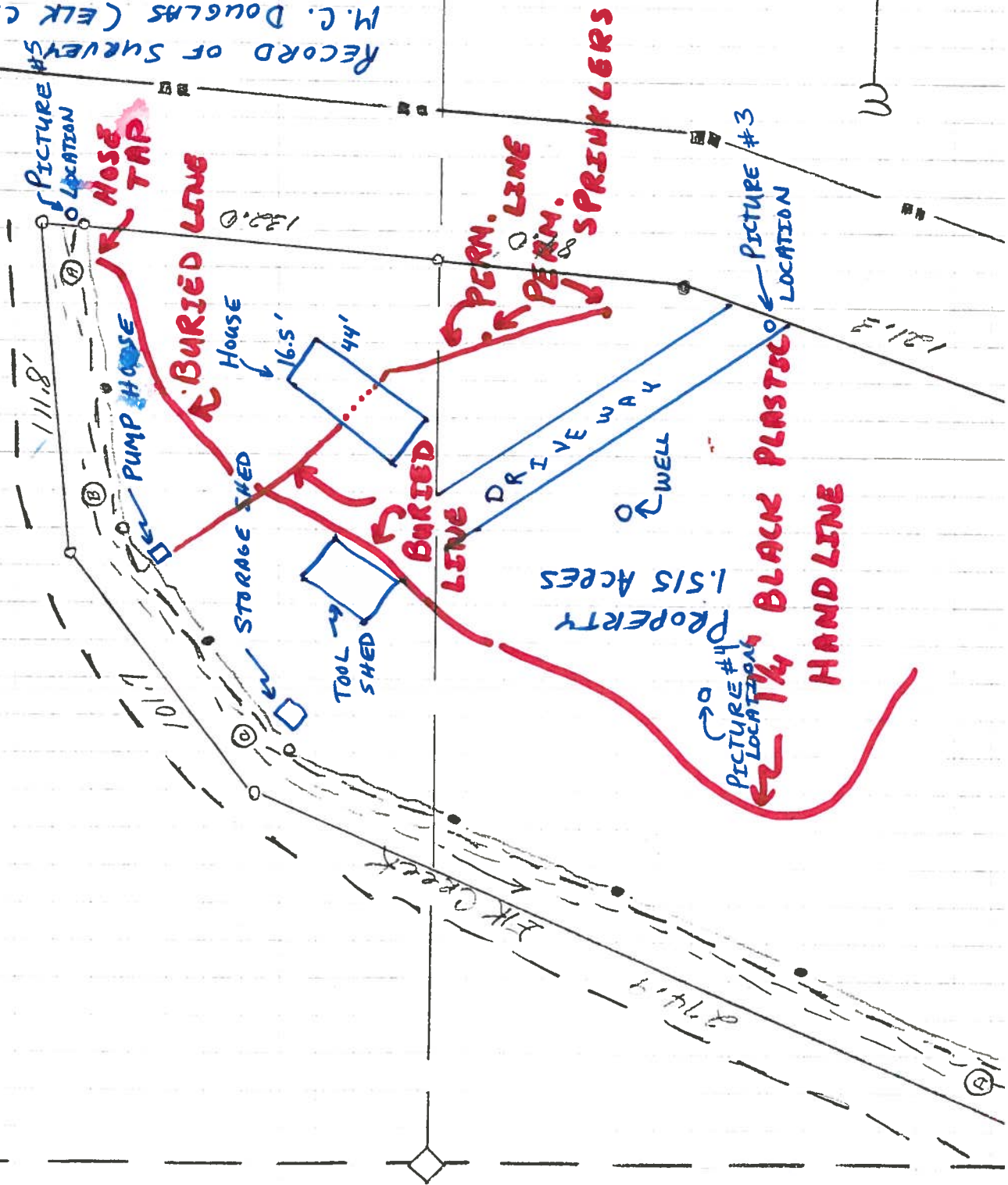


P/U
06129 33



INSTRUMENT No. 290260
(CERTIFIED SURVEY)
SCALE (50' TO 1")
RECORD OF SURVEY
M.C. DOUGLAS (ELK CR)
SECTIONS 23 & 26 T22N R1E

1.5151 Acres



MICROFILMED
OCT 22 1996

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
BENEFICIAL USE FIELD REPORT

A. GENERAL INFORMATION

Permit No. 78-7186

1. Owner: WILLIAM H. WILLIS Phone No. 342-7382
Current Address: 1324 E. WOODVINE COURT BOISE, ID. 83706

2. Accompanied by: WILLIAM H. WILLIS EXAM. DATE: 8-1-89

Address: _____ Phone No. _____

Relationship to Permit Holder: OWNER

3. Source: ELK CREEK tributary to LITTLE SALMON RIVER

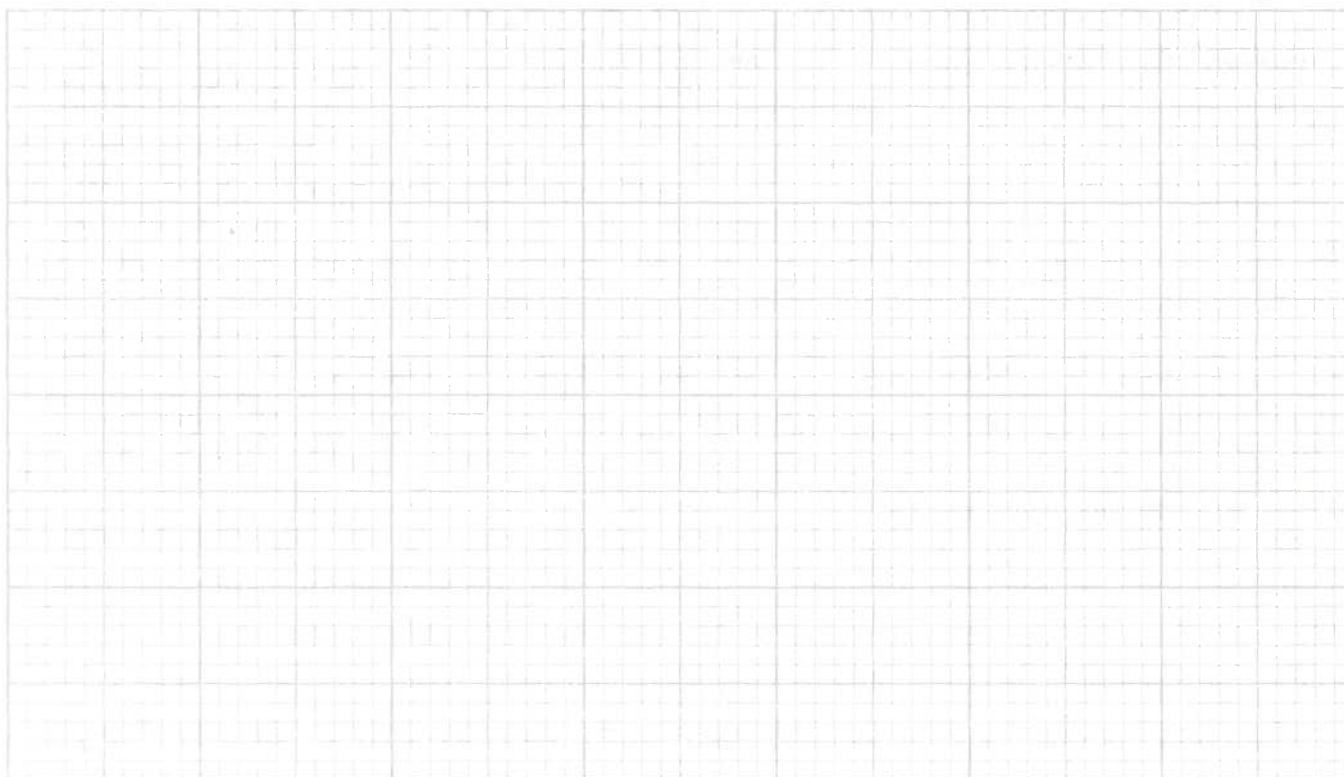
B. OVERLAP REVIEW

1. Other water rights with same place of use: 78-4160 (A CLAIM) A 78-~~7186~~⁷¹⁸⁶ (DOMESTIC)
A78-10324 (DOMESTIC USE ONLY) ☐ Copies Attached

2. Other water rights with same point of diversion: 78-4160
_____ ☐ Copies Attached ☐ Copies of Field Exam's Attached

C. SYSTEM DESCRIPTION

1. **Diversion System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable. ☐ Alternative diagram attached



Scale: 1" = _____.

2. ☐ Copy of U.S.G.S. Quadrangle Attached
Showing location(s) of point(s) of diversion and place(s) of use (required). ☐ Aerial Photo Attached
(required for irrigation of 10 acres or more).
☐ Photo of Diversion and System Attached
(required for all but single household domestic groundwater, and stockwater.

MICROFILMED
OCT 22 1989

System Description (continued)

3. **Narrative:** Description (As operating at time of measurement. Indicate pressure, number of sprinklers, etc.)

THE SYSTEM IS AN ELECTRICAL PUMP DELIVERING WATER
TO THE PROPERTY VIA 1 1/4" BLACK PLASTIC LINE. USE IS
IRRIGATION ONLY. NO DOMESTIC USE. NORMAL OPERATION
IS FOUR SPRINKLERS IN OPERATION AT ONE TIME.

☐ See Remarks on page 4 for continuation

4.

| Well or Diversion Identification No.* | Motor Make | Hp | Motor Serial No. | Pump Make | Pump Serial No. or Discharge Size |
|---------------------------------------|------------|-------|------------------|-----------|-----------------------------------|
| | SEARS | 1 1/2 | 1B89 | SEARS | 1 1/2" |
| | | | | | |
| | | | | | |
| | | | | | |

*Code to correspond with No. on map and aerial photo

5. **Point(s) of Diversion:**

| Ident. No. | Gov't. Lot | 1/4 | 1/4 | 1/4 | Sec. | Twp. | Rge. | County | Method of Determination/Remarks |
|------------|------------|-----|-----|-----|------|------|------|--------|---------------------------------|
| | | | SE | SW | 23 | 22N | 1E | | CERTIFIED SURVEY |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

6. **Place(s) of Use:**

Indicate Method of Determination _____

| Twp. | Rge. | Sec. | NE 1/4 | | | | NW 1/4 | | | | SW 1/4 | | | | SE 1/4 | | | | Totals |
|------|------|------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| | | | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | |
| 22N | 1E | 23 | | | | | | | | | | | | 1.4 | | | | | 1.4 |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |

Do not use this space

Do not use this space

D. FLOW MEASUREMENTS

☐ Additional Data Sheets Attached

1.

| Measurement Equipment | Type | Make | Model No. | Serial No. | Size | Calib. Date |
|-----------------------|------|------|-----------|------------|------|-------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

2. Measurements:

RAINBIRD MDL 35 $\frac{3}{16}$ " TIP @ 30 PSI - 6.00 GPM
 W-O MDL 520-2 $\frac{3}{16}$ " & $\frac{1}{8}$ " TIPS @ 32 PSI - 8.20 GPM
 W-O MDL 520-2 $\frac{3}{16}$ " & $\frac{1}{8}$ " TIPS @ 30 PSI - 8.14 GPM
 22.34 GPM

E. FLOW CALCULATIONS

☐ Additional Computation Sheets Attached

1. Measured Method:

$$22.34 \text{ GPM} / 448.8 = \underline{0.0497 \text{ CFS}}$$

2. Alternate Method for Checking Purposes:

LIFT 8' $\frac{1.5 * 8.8 * 8}{8 + (2.3 * 31)} = \underline{0.133 \text{ CFS}}$

F. PUMP EFFICIENCY DATA (Optional)

Discharge Pressure: _____ psi x 2.31 = _____ ft (1); Dynamic pumping level: _____ ft (2)

Total Head: (1) + (2) = _____ (3); Flow rate: _____ cfs (4)

Water HP: (3) x (4) ÷ 8.8 = _____ (5)

Meter Input KW: 3.6 x _____ KH x _____ CTR or _____ MULT x _____ PTR x _____ N/ _____ T = _____ (6)

Meter Input HP: (6) x 1.34 = _____ (7)

Panel Input KW: _____ Ave PF x _____ Ave Volts x _____ Ave Amps x .001732 = _____ (6)

Panel Input HP: (6) x 1.34 = _____ (7) Efficiency: (5)/(7) x 100 = _____ %

G. VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) = 1.4 * 3.0 = 4.2$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 = 0.04 * 184 * 1.9835 = 14.6$$

$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} = 4.2$$

2. Volume Calculations for Other Uses:

MICROFILMED
OCT 22 1984

H. REMARKS AND OVERLAP REVIEW ANALYSIS

PERMIT IS FOR DOMESTIC USE ONLY

FOUND IRRIGATION OF 1.4 A & 0.05 CFS

NO FEES PAID

0.04 CFS MAX

LEGAL LIMIT FOR IRRIGATION: $1.4 \times 0.03 = 0.042 \text{ CFS}$

NO DOMESTIC USE FOUND.

I. RECOMMENDATIONS

1. Recommended Amounts

| Beneficial Use | Period of Use | | Rate of Diversion
Q (cfs) | Annual Volume
V (afa) |
|----------------|---------------|-------|------------------------------|--------------------------|
| | From | To | | |
| IRRIGATION | 5-1 | 10-31 | .04 | 4.2 |
| | | | | |
| | | | | |
| | | | | |
| Totals: | | | | |

2. Recommended Amendments

☒ Change P.D. as reflected above

☐ Add P.D. as reflected above

☐ None

☐ Change P.U. as reflected above

☐ Add P.U. as reflected above

☒ Other

J. AUTHENTICATION

Field Examiner's Name _____

Signature _____

Certification Date _____

Field Report Preparation Date _____

CONSULTANT SEAL

K. Licensing recommendation shall be prepared by an Idaho Department of Water Resources employee on a computer printout attached hereto.