

07/06/2007

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 3-4023

NAME AND ADDRESS: PAYETTE INDUSTRIAL CORP
RON SCHOEN
106 COUNTRY LANE LOOP
PAYETTE ID 83661

SOURCE: SNAKE RIVER

TRIBUTARY: COLUMBIA RIVER

QUANTITY: 1.660 CFS

PRIORITY DATE: 06/03/1957

POINT OF
DIVERSION:

T09N R05W S15 NENENE Lot 1 Within PAYETTE County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	1.660 CFS

PLACE OF USE: IRRIGATION in PAYETTE County

T09N R05W S10 Lot 1 SESE	0.50	T09N R05W S11	NESW	8.50	
T09N R05W S11 Lot 3 NWSW	14.00	T09N R05W S11 Lot 4 SWSW		34.00	
T09N R05W S11	SESW	2.50	T09N R05W S14	NWNW	19.00
T09N R05W S15 Lot 1 NENE	4.50				

83 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

08/08/2006

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

RIGHT NUMBER: 3-4023

NAME AND ADDRESS: PAYETTE INDUSTRIAL CORP
C/O WEST ONE BANK
BOX 238
PAYETTE ID 83661

SOURCE: SNAKE RIVER

TRIBUTARY: COLUMBIA RIVER

QUANTITY: 1.660 CFS

PRIORITY DATE: 06/03/1957

POINT OF DIVERSION:

T09N R05W S15 NENENE Lot 1 Within PAYETTE County

PURPOSE AND

PERIOD OF USE:

PURPOSE OF USE

IRRIGATION

PERIOD OF USE

03/01 11/15

QUANTITY

1.660 CFS

PLACE OF USE:

IRRIGATION Within PAYETTE County

T09N R05W S10 Lot 1 SESE	0.50	T09N R05W S11	NESW	8.50
T09N R05W S11 Lot 3 NWSW	14.00	T09N R05W S11 Lot 4 SWSW		34.00
T09N R05W S11	SES	T09N R05W S14	NWNW	19.00
T09N R05W S15 Lot 1 NENE	4.50			

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EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

R47E (OR)

3-4023

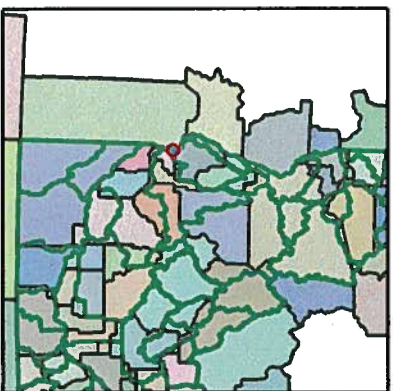
Point of Diversion

Place of Use

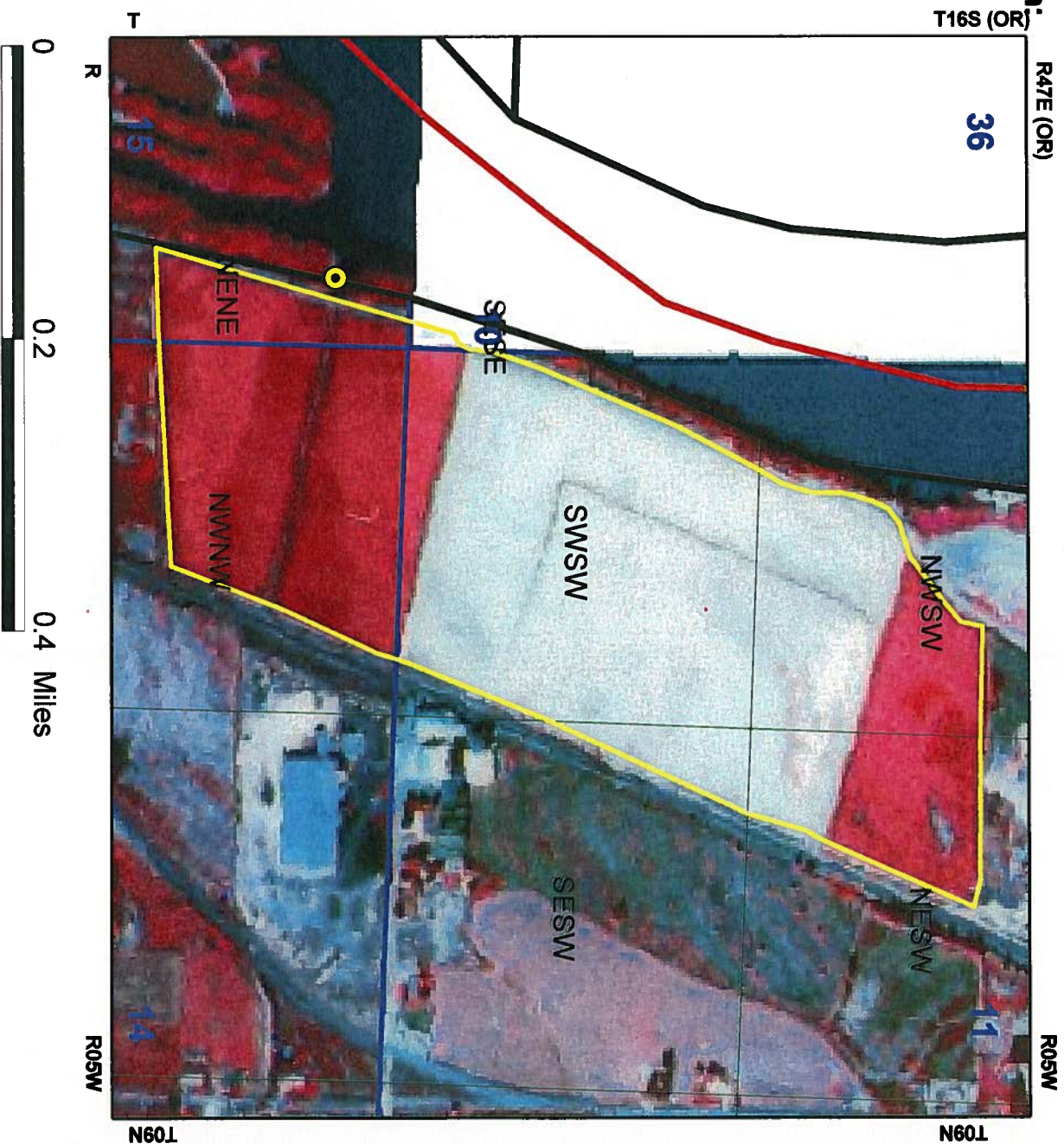
Townships

PLS Sections

Quarter Quarters



Payette, Malheur Or Counties IDWR Basin 3



**Prepared by J. Dean
On Tuesday, August 8, 2006
1987/88 Aerial Photography**

**Idaho Dept. of Water Resources
322 E. Front St. Boise, ID
August 1, 2006**

To: 3-2042A, 3-2042B, & 3-4023 Claim Files
From: Jennifer Dean
Subject: Ownership

There is a discrepancy between the claims, license, and field exam information for the POU of these claims. Use the attached map as reference. Claim 3-2042A is for 8 acres in T09N, R05W, S11 NWSW. Claim 3-2042B is for 26 acres in T09N, R05W, S11 NWSW. The license for 3-2042 was issued for 35 acres in T09N, R05W, S11, with 10 acres in NESW and 25 acres in NWSW. From the field exam and tax lot information, claim 3-2042A should be for 8 acres in NWSW and perhaps SWNW and claim 3-2042B should be for 26 acres between SWNW and SENW. Using deeds for these properties the ownership was sorted through with the intent to determine where the water rights were developed. These deeds are contained in the claim file for 3-4023.

Based upon the fact that no previous owner could be found using recorded deeds for Block 7 of the Wood Spur Tract, it can be assumed that the Mathy family owned this property back to the time of the establishment of Payette County. Although in a different location, the license for 3-2042 was issued to Charles Mathy on August 27, 1964. A deed from July 2, 1969, conveys Block 7 of the Wood Spur Tract as well as a portion of Lot 3 (which is in Block 8 of the Wood Spur Tract) from Charles and Hattie Mathy to Harold E. and Evelyn P. Mader. The deed also conveys "all water, water rights, ditches, and ditch rights... particularly rights under State of Idaho Permit No. 27013." This permit was eventually numbered 3-2042. The property described in the previous deed (including the permit number) was transferred from Harold E and Evelyn P. Mader to Evelyn P. Mader on November 3, 1970. The property and water right were transferred again August 14, 1972, from Evelyn P. Mader to Elmer F. and Mary H. Kassahn. Mary Kassahn filed the SRBA claim for the northern portion (Block 7) on April 14, 1990. Gayle and Don Mateer filed the SRBA claim for the southern portion (Lot 3) on April 11, 1990.

From the chain of title that was obtained from records at the Payette County Recorder's Office, Blocks 8, 9, and 19 of the Wood Spur Tract (see map) with the exception of the 8-10 acres northwest of the road have been in the Lattig family prior to February 1, 1926. Instrument #53339, dated February 1, 1926, conveys this property from Charles P. Lattig to his wife Ethel B. Lattig. Instrument #68249, dated November 29, 1947, conveys this property from Ethel B. Lattig (a widow) to Bayard B. Lattig. I imagine that this is a son or a brother-in-law. From information provided by the claimant related to evidence of priority, Dr. Bayard Lattig was

**Idaho Dept. of Water Resources
322 E. Front St. Boise, ID
August 1, 2006**

married to Florence Lattig. Bayard Lattig died on February 21, 1951. On November 8, 1968, Florence Lattig (a widow), Charles P. Lattig (a single man), and Nedra L. Lattig Downs (a married woman) conveyed this property to Payette Industrial Corporation. Payette Industrial Corporation filed a statutory claim in 1984 and an SRBA claim in 1990.

On November 14, 1980, the Payette Industrial Corporation sold a portion of Wood Spur Tract Block 8 to Homestead Log Company. On December 3, 1980, the water users in Block 8 terminated an agreement dating back to May 24, 1919. The purpose of this agreement is to release the right-of-way that was described in the agreement from 1919. On December 16, 1980, Iowa-Des Moines National Bank mortgaged the Homestead Log Company. A warranty deed dated January 30, 1987, was found under the name Homestead Log Company. There was no legal description for this deed and based upon the deed for the Homestead Log Company dated March 15, 1988, it appears to be unrelated. The deed from March 15, 1988, conveys the entire property in Block 8 from Homestead Log Company to Lyle R. Taylor and Cynthia M. Taylor. Because the statutory and SRBA claims were filed after this property was sold from the Payette Industrial Corporation, claim 3-4023 does not cover this particular section of Block 8. It appears that another claim filed for this property would have standing based on the history of the property.

Based upon the property ownership during the 1950's and 1960's, it appears that the license may have been issued incorrectly. The Lattig family owned all of the land that is currently irrigated by the Payette Industrial Corporation prior to 1968; therefore, a license issued to Charles Mathy should have been issued for the property where he lived and not on the property owned by the Lattigs. Based on the absence of deeds that relate to Charles Mathy obtaining property from a previous owner, it can be assumed that the Mathy family owned the northern property at the time of licensing. This indicates that the license was issued for the incorrect location and that all of the property claimed by the Payette Industrial Corporation could have been developed at the same time. Claim 3-4023 will be recommended with a priority date of June 3, 1957 for the entire place of use claimed. Claims 3-2042A and 3-2042B will be recommended with the licensed priority date of July 29, 1957 with the POU containing the acres that were found in the field exam and tax lot data.

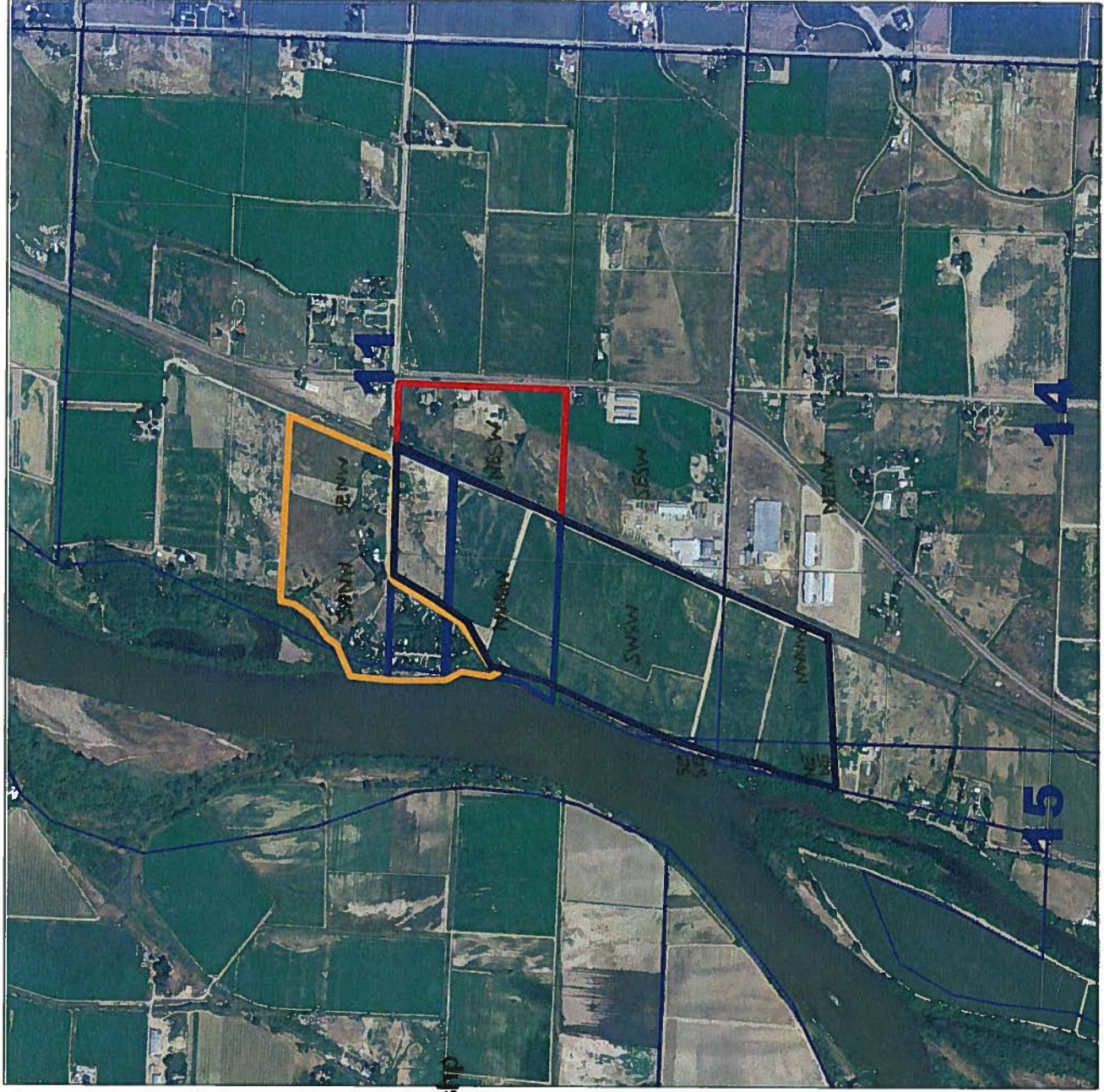
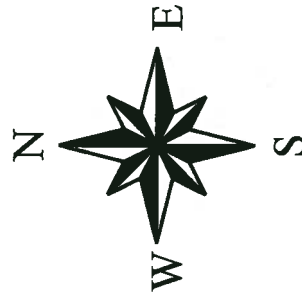
Idaho Department of Water Resources

Claim Number:

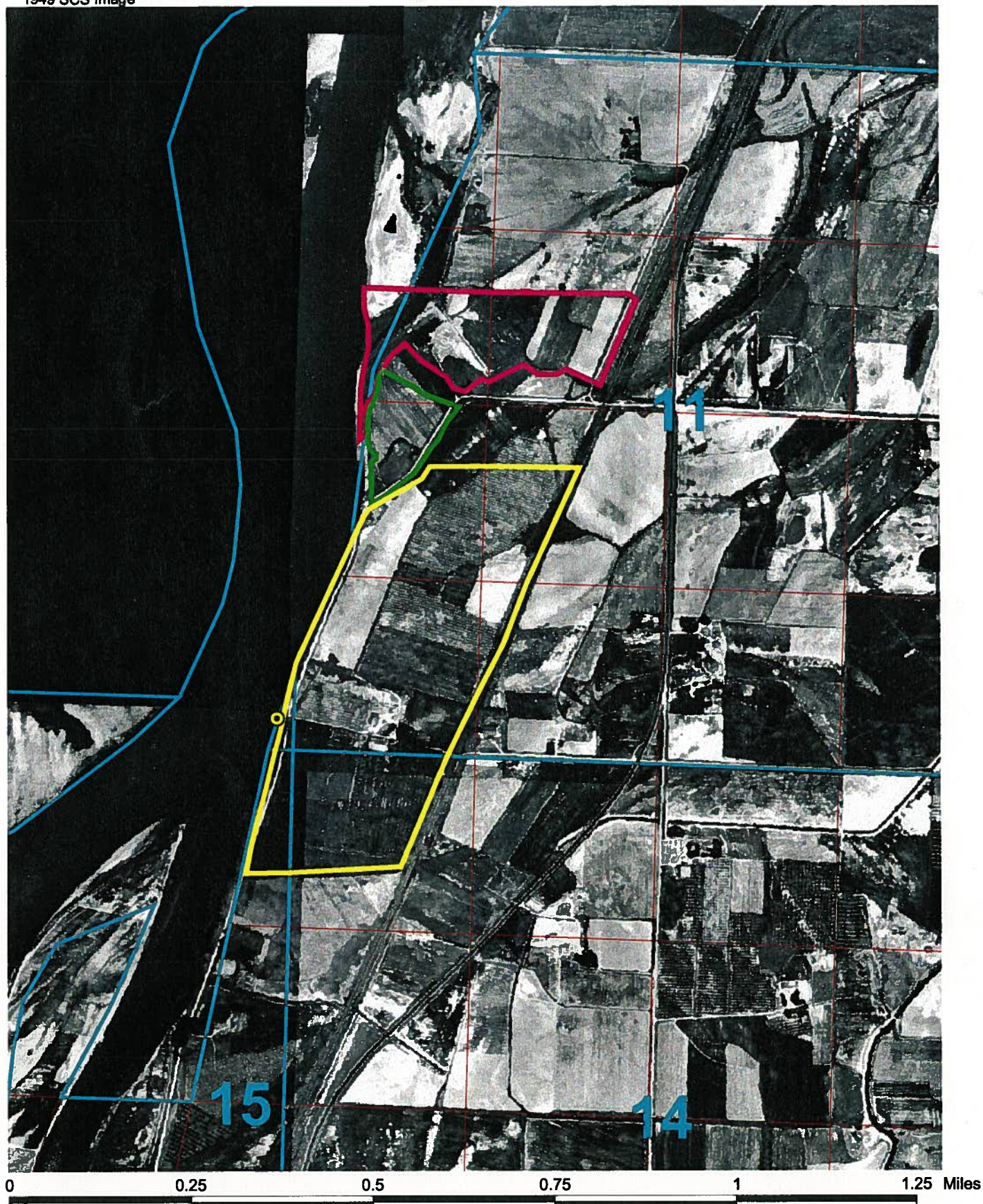
3-2042, 3-4023

- 03_04023_68deed.shp
- 03_02042_69deed.shp
- 03_02042_fe_pou.shp
- 03_02042_bu_pou.shp
- 03_02042_application_pou.shp
- Sections**
- GCDB09N05W GCDB

Legal: T9N, R5W, S11, 14 & 15



2004 NAIP Photo



Idaho Department of Water Resources

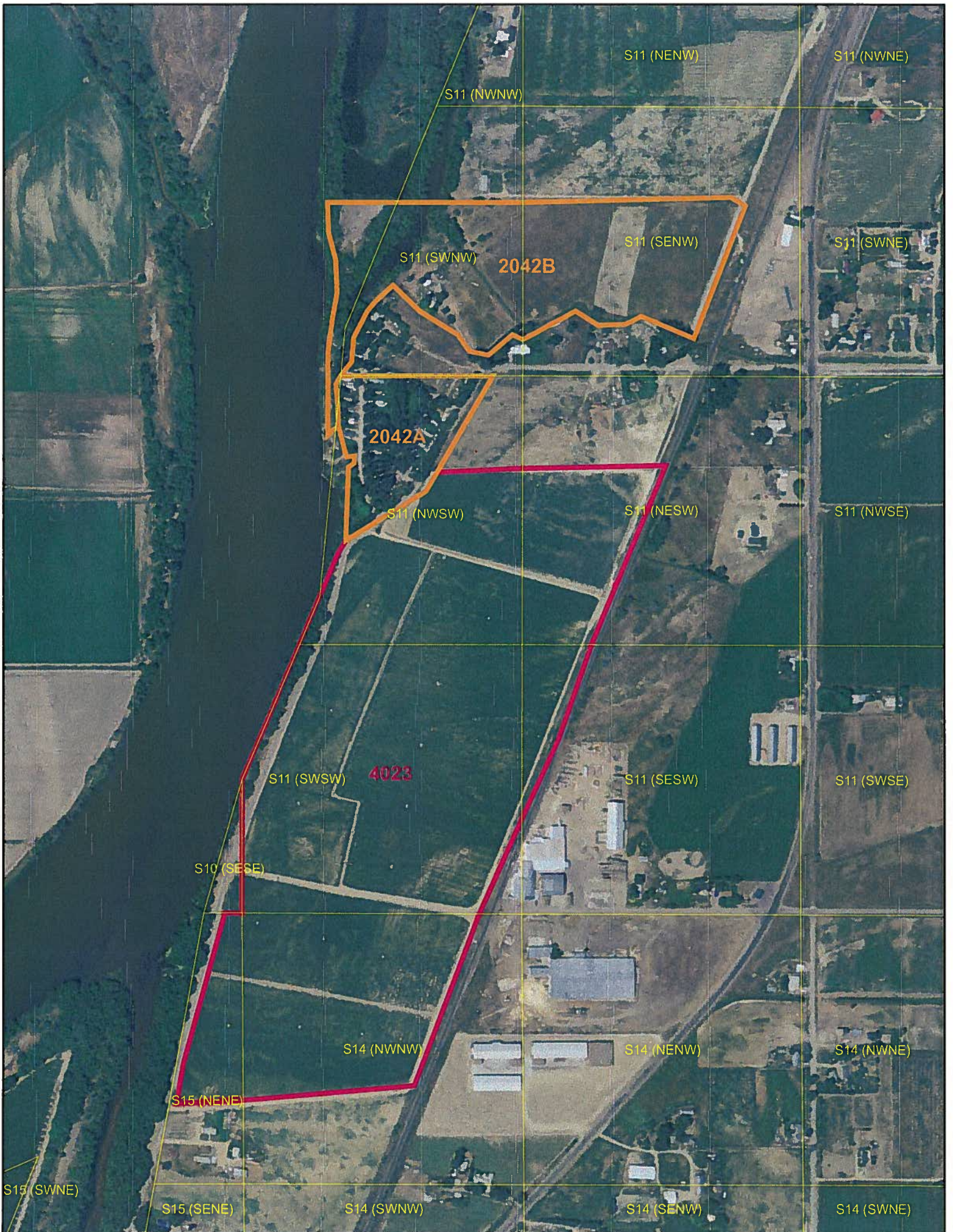
Claim Numbers: 3-2042, 3-4023

Legal: T09N, R05W, S11, 14 & 15

Reviewed By: SJR 9/13/05



- 3-4023 POD
- 3-4023
- 3-2042A
- 3-2042B
- Sections
- 09N05W GCDB



MEMO

TO: JENNIFER DEAN

FROM: BECKY HARVEY, PARALEGAL

DATE: APRIL 18, 2006

Water Right No. 3-2042 – licensed to Charles Mathy in 1964

April 4, 1980 – Quit Claim Deed No. 183708 – Evelyn Mader to Santos Mickel. Appears to be Block 60 in the City of Payette. *"together with their appurtenances"*

April 12, 1976 – Warranty Deed No. 162704 – Evelyn Mader to Lyle and Glenda Taylor. Block 60 in City of Payette. *"Together with all irrigation and water rights appurtenant thereto."*

* August 14, 1972 – Warranty Deed No. 155756 – Evelyn Mader to Elmer and Mary Kassahan. Property in Township 9 North, Range 5 West, Section 11.

Deed states:

"Together with all water, water rights, ditches and ditch rights used in connection with said lands or appurtenant thereto, and particularly rights under State of Idaho License and Certificate of Water Right, No. 27013, with priority date of July 29, 1957. Subject to easements, Federal and State reservations and rights of way, if any." 3-2042

September 11, 1971 – Warranty Deed No. 143910 – Evelyn Mader to Harvey & Patricia Crump. Block 60 in City of Payette. *"Together with all irrigation water and rights appurtenant to said lands or in anywise used in the irrigation thereof."*

September 10, 1971 – Quit Claim Deed No. 143908 - Harold Mader, husband to Evelyn Mader. Block 60 in City of Payette. *"together with the appurtenances thereto,..."*

* November 4, 1970 – Warranty Deed No. 140648 – Harold and Evelyn Mader to Evelyn Mader – property in Township 9 North, Range 5 West, Section 11.

Deed states:

"Together with all water, water right, ditches and ditch rights used in connection with said lands or appurtenant thereto, and particularly rights under State of Idaho License and Certificate of Water Right, No. 27013, with priority date of July 29, 1957."

The intent and purpose of this deed and conveyance is that said property all improvements thereon or to be placed thereon, and all rents, issues and profits derived

therefrom or to be derived therefrom, shall hereafter be the sole and separate property of Evelyn P. Mader, free and clear of any community property claims or any other claims of Harold E. Mader thereto."

★ July 2, 1969 – Charles Mathy and Hattie Mathy to Harold E Mader & Evelyn P Mader – property in Township 9 North, Range 5 West, Section 11.

Deed states:

"Together with all water, water rights, ditches and ditch rights used in connection with said lands or appurtenant thereto, and particularly rights under State of Idaho Permit No. 27013."

Water Right No. 3-4023 – licensed to Payette Industrial Corporation on April 24, 1984

November 14, 1980 – Warranty Deed No. 187136 – Payette Industrial Corporation to Homestead Log Col., property in Section 11, Township 9 North, Range 5 West.

December 3, 1980 – Termination of Water Right Agreement ending the right-of-way established between several parties including Payette Industrial Corporation. Right-of-way situated on property in Section 11, Township 9 North, Range 5 West.

December 16, 1980 – Mortgage – Instrument No. 187653 – Homestead Log Company – purchase of land in Section 11, Township 9 North, Range 5 West.

January 30, 1987 – Corporate Warranty Deed No. 220125 – Homestead Log Co. to Malibu, Inc. – property attached in "Exhibit A" – not attached. Either it wasn't on microfilm or I didn't see the exhibit.

March 15, 1988 – Deed No. 221987 – Homestead Log Co. to Lyle and Cynthia Taylor, tract of land in Section 11, Township 9 North, Range 5 West. *"...with their appurtenances unto the said Grantees..."*

WARRANTY DEED

For Value Received , \$20,000.00,

CHARLES MATHY and HATTIE MATHY, husband and wife,

the grantors , do hereby grant, bargain, sell and convey unto

HAROLD E. MADER and EVELYN P. MADER, husband and wife,

the grantees , the following described premises, located in County of Payette, State of Idaho, to-wit:

In Township 9 North, Range 5 West of the Boise Meridian.

In Section 11:

That portion of the NW $\frac{1}{4}$ described as follows:
The South 795 feet of said NW $\frac{1}{4}$ lying between the right-of-way of the Oregon Short Line Railway on the East and the Snake River on the West. Said tract being further described as Block 7 of Assessor's Plat of Wood Spur Tract, according to the official plat thereof of record in the office of the Recorder of Payette County, Idaho, and containing 30 acres, more or less; also

That portion of Lot 3, described as follows:
Beginning at the point of intersection of the North line of said Lot 3 with the East bank of Snake River, said point being 2287 feet West of the center of said Section 11; thence East 731 feet to the center of the road; thence along the center of said road S. 30° W. 695 feet; thence S. 53° West 424 feet to the East bank of Snake River; thence meandering along the East bank of Snake River N. 2° 45' E. 400 feet; thence N. 8° 5' West 462 feet, to the place of beginning, and containing 8.2 acres, more or less.

Together with all water, water rights, ditches and ditch rights used in connection with said lands or appurtenant thereto, and particularly rights under State of Idaho Permit No. 27013.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee s , their heirs and assigns forever. And the said Grantor s do hereby covenant to and with the said Grantees , that they are the owner s in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Charles Mathy (SEAL)
Hattie Mathy (SEAL)
____ (SEAL)
____ (SEAL)

Dated: July 2, 1969.

STATE OF IDAHO, COUNTY OF PAYETTE - ss.
On this 3rd day of July, 1969,
before me, a notary public in and for said State, personally appeared

Charles Mathy and Hattie Mathy,
husband and wife,

known to me to be the person s whose name s are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Worm

Notary Public

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for
record at the request of Evelyn P. Mader

at 18 minutes past 11 o'clock
P. m., this 29th day of Aug
1972, in my office, and duly recorded in Book
47 of Deeds at page 478

Evelyn P. Mader

Ex-Officio Recorder

By

Deputy.

INSTRUMENT NO. 14745

THIS INDENTURE, Made this 3rd day of November
in the year of our Lord one thousand nine hundred and Seventy (1970), between

HAROLD E. MADER and EVELYN P. MADER, husband and wife,
of Payette, County of Payette, State of Idaho
the parties of the first part, and

EVELYN P. MADER, as her sole and separate property,
of Payette, County of Payette, State of Idaho,
the party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of
Ten and no/100 (\$10.00) and other valuable consideration - DOLLARS,

lawful money of the United States of America, to them in hand paid by the said
party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained
and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party
of the second part, and to her heirs and assigns forever, all of the following described real estate,
situated in the County of Payette, State of Idaho, to-wit:

In Twp. 9 N., R. 5 W.B.M.:

In Section 11:

That portion of the NW $\frac{1}{4}$ described as follows:
The South 795 feet of said NW $\frac{1}{4}$ lying between the right of
way of the Oregon Short Line Railway on the East and the
Snake River on the West. Said tract being further des-
cribed as Block 7 of Assessor's Plat of Wood Spur Tract,
according to the official plat thereof of record in the
office of the Recorder of Payette County, Idaho, and con-
taining 30 acres, more or less; also

That portion of Lot 3, described as follows:
Beginning at the point of intersection of the North line
of said Lot 3 with the East bank of Snake River, said
point being 2287 feet West of the center of said Section
11; thence East 731 feet to the center of the road;
thence along the center of said road S. 30° W. 695 feet;
thence S. 53° W. 424 feet to the East bank of Snake
River; thence meandering along the East bank of Snake
River N. 2° 45' E 400 feet; thence N. 8° 5' W. 462 feet,
to the place of beginning, and containing 8.2 acres,
more or less.

Together with all water, water right, ditches and ditch rights used
in connection with said lands or appurtenant thereto, and par-
ticularly rights under State of Idaho License and Certificate of
Water Right, No. 27013, with priority date of July 29, 1957.

The intent and purpose of this deed and conveyance is that said property
all improvements thereon or to be placed thereon, and all rents, issues
and profits derived therefrom or to be derived therefrom, shall hereafter
be the sole and separate property of Evelyn P. Mader, free and clear of
any community property claims or any other claims of Harold E. Mader
thereto.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto
belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents,
issues and profits thereof; and all estate, right, title and interest in and to the said property, as well
in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises together with
the appurtenances unto the party of the second part, and to her heirs and assigns forever.

And the parties of the first part, and their heirs, shall and will warrant and by these presents
forever defend the premises in the quiet and peaceable possession of the party of the second part, her
heirs and assigns, against the parties of the first part, and their heirs, and against all and every
person and persons whomsoever, lawfully claiming the same shall and will WARRANT and by these presents
forever DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Harold E. Mader [Seal]
Evelyn P. Mader [Seal]
_____[Seal]
_____[Seal]

STATE OF IDAHO

County of Payette.

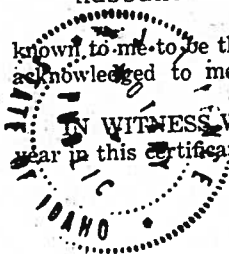
ss.

On this *4th* day of November in the year 1970, before me
the undersigned, a Notary Public

in and for said State, personally appeared HAROLD E. MADER and EVELYN P. MADER,
husband and wife,

known to me to be the persons whose names are subscribed to the within instrument, and
acknowledged to me that they executed the same.

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



[Signature]
Notary Public for the State of Idaho,
Residing at *Payette*, Idaho

No. 140648

WARRANTY DEED

Mader, Harold E.
Evelyn
-TO-
Mader, Evelyn P.

Dated _____, 19____

STATE OF IDAHO

County of *Payette*

ss.

I hereby certify that this instrument was filed

for record at request of

Evelyn Mader
at *58* minutes past *10* day
o'clock *A.* M., this *4th* day
of *November*, A. D. 19 *70*
in my office and duly recorded in Book *46*
of *Deeds* at page *1217*
Alice J. Smith
Ex-Officio Recorder.
By *Arden M. Smith* Deputy.
Fees, \$ *2.00*

Mail to *Evelyn Mader*

THIS INDENTURE, Made this 14th day of August
in the year of our Lord one thousand nine hundred and Seventy-Two (1972), between
EVELYN P. MADER, dealing with her sole and separate property,

of _____ County of Payette State of Idaho

the party of the first part, and

ELMER F. KASSAHN, and MARY H. KASSAHN, husband and wife,
Ht. 1 Box 392, Payette, Id. 83401

of _____ County of Payette State of Idaho

the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of

Ten and no/100 (\$10.00) and other valuable consideration - DOLLARS.

lawful money of the United States of America,

to her in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns forever, all of the following described real estate, situated in the _____ County of Payette State of Idaho, to-wit:

In Township 9 North, Range 5 West of the Boise Meridian.

In Section 11:

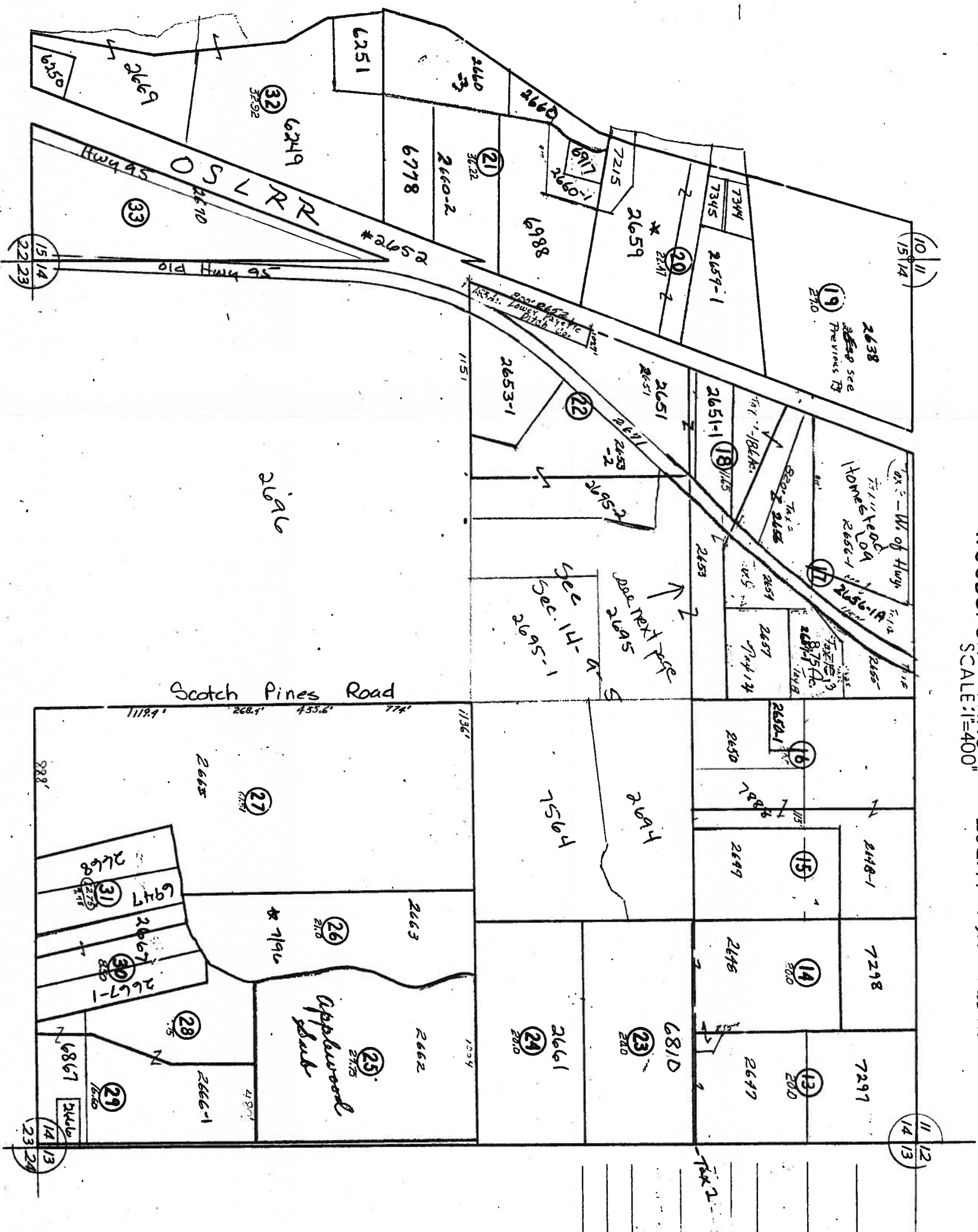
That portion of the NW $\frac{1}{4}$ described as follows:
The South 795 feet of said NW $\frac{1}{4}$ lying between the right of way of the Oregon Short Line Railway on the East and the Snake River on the West. Said tract being further described as Block 7 of Assessor's Plat of Wood Spur Tract, according to the official plat thereof of record in the office of the Recorder of Payette County, Idaho, and containing 30 acres, more or less; also

That portion of Lot 3, described as follows:
Beginning at the point of intersection of the North line of said Lot 3 with the East bank of Snake River, said point being 2287 feet West of the center of said Section 11; thence East 731 feet to the center of the road; thence along the center of said road
S. 30° W. 695 feet; thence
S. 53° W. 424 feet to the East bank of Snake River; thence meandering along the East bank of Snake River
N. 2°45' E. 400 feet; thence
N. 8°5' W. 462 feet to the place of beginning, and containing 8.2 acres, more or less.

Together with all water, water rights, ditches and ditch rights used in connection with said lands or appurtenant thereto, and particularly rights under State of Idaho License and Certificate of Water Right, No. 27013, with priority date of July 29, 1957. Subject to easements, Federal and State reservations and rights of way, if any.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises together with the appurtenances unto the parties of the second part, and to their heirs and assigns forever. And the party of the first part, and her heirs, shall and will warrant and by these presents forever defend the premises in the quiet and peaceable possession of the parties of the second part, their heirs and assigns against the party of the first part, and her heirs, and against all and every person and persons whomsoever, lawfully claiming the same shall and will WARRANT and by these presents DEFEND.





not in
Woodsport

E. 1/4 COR.

7-1

State of Idaho, County of Payette

187136

I certify that this instrument was filed for record at the request of *Homestead Log Co.*
Rec. 22, 1980 at 4:40 P.M. in Book 48 of P.D.s, Page 187136.

Bula Cheese, Ex-Officio Recorder by *Charles Depple*, Deputy

WARRANTY DEED

See A-45

PAYETTE INDUSTRIAL CORPORATION, an Idaho corporation, organized and existing under the laws of the State of Idaho, with its principal office at Payette of the County of Payette, State of Idaho, Grantor, hereby CONVEYS or GRANTS and WARRANTS TO HOMESTEAD LOG CO., an Iowa corporation, Grantee, of Payette, for the sum of Forty Five Thousand and no/100 (\$45,000.00) DOLLARS, the following described tract of land in Payette County, State of Idaho:

In ASSESSOR'S WOODSPUR TRACT as per Plat in Book 1, Page 44, Plat Records, Payette County, Idaho:

A tract of land in Block 8, being situated in the SW $\frac{1}{4}$ of Sec. 11, Twp. 9 N., R. 5 W., B.M., and being more particularly described as follows:

Commencing at the Southeast corner of said SW $\frac{1}{4}$; thence S. 89°29'45" W. along the South boundary of said SW $\frac{1}{4}$ 1610.09 feet to a point 32.14 feet West of the West boundary of the Union Pacific Railroad right of way;

thence N. 21°02'00" E. parallel with said right of way 2741.74 feet to the TRUE POINT OF BEGINNING;

thence West 925.83 feet;

thence S. 30°00'00" W. 518.98 feet;

thence East 1012.50 feet to a point 32.14 feet West of the West boundary of said Railroad right of way;

thence N. 21°02'00" E. 481.53 feet to the point of beginning.

SUBJECT TO an Easement and right-of-way 15 feet in width to drain irrigation water through an underground eighteen inch (18") pipeline across said property, and to maintain and reconstruct the same on the condition that the land surface is not disturbed as a result of any maintenance or reconstruction; that the centerline of said easement is described as follows:

Beginning at the Northeast corner of said property; thence S. 21°02'00" W. a distance of six hundred twelve (612') feet;

thence in a Northwesterly direction to a point six hundred twenty seven (627') feet West of the Northeast corner of said property transferred and conveyed herein.

187136

The officers who sign this Deed hereby certify that this Deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the Grantor at a lawful meeting held and attended by a quorum.

In witness whereof, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 14th day of November, 1980.

PAYETTE INDUSTRIAL CORPORATION,
an Idaho corporation

By Robert E. Kniefel
Robert E. Kniefel, President

Attest: Beulah M. Baker
Beulah M. Baker, Secretary

STATE OF IDAHO)
 ss:
County of Payette)

On this 14th day of November, 1980, personally appeared before me ROBERT E. KNIEFEL and BEULAH M. BAKER, who being by me duly sworn did say, each for himself, that he, the said Robert E. Kniefel is the president, and she, the said Beulah M. Baker is the secretary of Payette Industrial Corporation, an Idaho corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Robert E. Kniefel and Beulah M. Baker each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

James M. Riggs
Notary Public for Idaho
Residing at: Truckee
My commission expires: 03 06 83

Mail tax notice to:
Homestead Log Co.
Route #1, Box 297-B
Industrial Park
Payette, Idaho 83661

2:15 PM
187149
State of Idaho, County of Payette
Certify that this instrument was filed for record at the request of LAND TITLE INSURANCE COMPANY
Dec 23, 1980 at 2:14 P.M. in Book 21 Misc. Page 187149.
Dale Cheese, Ex-Officio Recorder by E. Della Joffe Deputy
See #600
TERMINATION OF WATER RIGHT AGREEMENT

On May 24, 1919, a Water Right Agreement was entered into by and between R. H. Woods and C. P. Lattig, parties of the first part and John Beeson and John Henshaw, parties of the second part, all of Payette, Payette County, Idaho; that said Agreement was recorded June 25, 1919, Fee #3447, in Book A, Page 577, Bond and Agreement Records of Payette County, Idaho.

That for valuable consideration, the following parties, namely: Donald Mateer and Gayle Mateer, husband and wife, Donald E. Hoperich and Lydia Hoperich, husband and wife, Mary H. Kassahn, a widow, and Payette Industrial Corporation, an Idaho corporation, hereby release the right-of-way described in said Water Right Agreement as it affects, burdens or encumbers the hereinafter described real property, the latter being a servient tenement of said right-of-way granted by said Water Right Agreement, it being the intention of the parties herein to terminate said right-of-way as it affects, pertains to, encumbers or benefits the lands hereinafter described:

In ASSESSOR'S WOODSPUR TRACT as per Plat in Book 1, Page 44, Plat Records, Payette County, Idaho

A tract of land in Block 8, being situated in the SW $\frac{1}{4}$ of Sec. 11, Twp. 9 N., R. 5 W., B.M., and being more particularly described as follows:

Commencing at the Southeast corner of said SW $\frac{1}{4}$; thence S. 89°29'45" W. along the South boundary of said SW $\frac{1}{4}$ 1610.09 feet to a point 32.14 feet West of the West boundary of the Union Pacific Railroad right of way; thence N. 21°02'00" E. parallel with said right of way 2741.74 feet to the TRUE POINT OF BEGINNING; thence West 925.83 feet; thence S. 30°00'00" W. 518.98 feet; thence East 1012.50 feet to a point 32.14 feet West of the West boundary of said Railroad right of way; thence N. 21°02'00" E. 481.53 feet to the point of beginning.

DATED this 3^d day of DECEMBER, 1980.

187149

Donald Mateer
Donald Mateer

Gayle Mateer
Gayle Mateer

Donald E. Hoperich
Donald E. Hoperich

Lydia Hoperich
Lydia Hoperich

Mary H. Kassahn
Mary H. Kassahn

PAYETTE INDUSTRIAL CORPORATION,
an Idaho corporation

By Robert E. Kniefel
Robert E. Kniefel, President

ATTEST:

Beulah M. Baker
Beulah M. Baker, Secretary

STATE OF IDAHO)
 ss:
County of Payette)

On this 3^d day of December, 1980, before me, a Notary Public in and for said State, personally appeared DONALD MATEER and GAYLE MATEER, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Di. J. Selby
Notary Public for Idaho
Residing at:

STATE OF IDAHO)
 ss:
County of Payette)

On this 3^d day of December, 1980, before me, a Notary Public in and for said State, personally appeared DONALD E. HOPERICH and LYDIA HOPERICH, husband and wife, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Di. J. Selby
Notary Public for Idaho
Residing at:

187653

MORTGAGE (Participation)

This mortgage made and entered into this 16th day of December 1980, by and between HOMESTEAD LOG COMPANY

(hereinafter referred to as mortgagor) and Iowa-Des Moines National Bank

(hereinafter referred to as mortgagee), who maintains an office and place of business at 7th and Walnut, Des Moines, Iowa 50304

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of _____ State of _____

IN ASSESSOR'S WOODSPUR TRACT as per Plat in Book 1, Page 44, Plat Records, Fayette County, Idaho:

A tract of land in Block 8, being situated in the SW $\frac{1}{4}$ of Sec. 11, Twp. 9N., R. 5W. P.M. and being more particularly described as follows:

Commencing at the Southeast corner of the said SW $\frac{1}{4}$;
thence S. 89°29'45" W. along the South Boundary
of said SW $\frac{1}{4}$ 1610.09 feet to a point 32.14 feet
West of the West boundary of the Union Pacific
Railroad right of way;
thence N. 21°02'00" E. parallel with said right
of way 2741.74 feet to the TRUE POINT OF
BEGINNING;
thence West 925.83 feet;
thence S. 30°00'00" W. 518.93 feet;
thence East 1012.50 feet to a point 32.14 feet
West of the West boundary of said Railroad
right of way;
thence N. 21°02'00" E. 481.53 feet to the point
of beginning.

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated December 16, 1980 in the principal sum of \$ 350,000.00, signed by Donald J. Leith, President, in behalf of Homestead Log Company.

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated. In compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.1(d)], this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(i) at judicial sale pursuant to the provisions of 28 U.S.C. 2401 (a); or

(ii) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note, with interest thereon, as held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(iii) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinbefore provided, the mortgagor or any persons in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at Box 161, Payette Industrial Park, Payette, Idaho 83661 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 7th and Walnut, Des Moines, IA. 50309

187653

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

HOMESTEAD LOG CO.

Donald J. Leith

Executed and delivered in the presence of the following witnesses:

(Add Appropriate Acknowledgment)

STATE OF _____)
COUNTY OF _____) SS

On this _____ day of _____, A.D., 19____, before me, a Notary Public, personally appeared _____ to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that he/they executed the same as _____ voluntary act and deed.

(NOTARIAL SEAL)

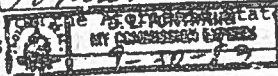
NOTARY PUBLIC In and For the Aforesaid State
MY COMMISSION EXPIRES: _____

STATE OF Idaho)
COUNTY OF Polk) SS

On this 16th day of December, A.D., 1980, before me, a Notary Public, in and for the aforesaid State, personally appeared Donald J. Leith and _____, to me personally known, who being by me duly sworn did state that they are the President and _____ respectively, of said Corporation, (that the seal affixed to said instrument in the seal of same) (that no seal has been procured by the said) Corporation and that said instrument was signed and sealed on behalf of the said Corporation by authority of its board of directors and the said Donald J. Leith and _____ acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

(NOTARIAL SEAL)

NOTARY PUBLIC In and For the Aforesaid State
MY COMMISSION EXPIRES: _____



100000

MORTGAGE

TO

STATE OF IDAHO }
County of Payette }

I hereby certify that this instrument

was filed for record at the request of

Idaho - Des Moines National Bank

at _____ minutes past _____ o'clock _____ M.

on the _____ day of _____, 1981

in my office, and duly recorded in book

47 of Mortgages

at page 187653

Eula Cheese

Ex officio Recorder

E. Leith

Fee \$8.00

RETURN TO:

Name E. Leith

Address Idaho - Des Moines National Bank

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED, Homestead Log Co.

a corporation duly organized and existing under the laws of the State of ~~Idaho~~ ^{Iowa}, does hereby Grant, Bargain, Sell and Convey unto Malibu, Inc., an Iowa corporation

grantee whose current address is Route 1, Box 12A, Panora, Iowa 50216

the following described real estate, to-wit:

SEE ATTACHED EXHIBIT "A"

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

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ ^{DeWayne L. Brown} this 30th day of January, 1987.

HOMESTEAD LOG CO.

By DeWayne L. Brown
DeWayne L. Brown PRESIDENT.

ATTEST:

John C. Clark
John C. Clark SECRETARY.

STATE OF ~~IDAHO~~ ^{IOWA}, POLK COUNTY,

On this 30th day of January, 1987, before me, a Notary Public in and for said State, personally appeared DeWayne L. Brown and John C. Clark, known to me to be the President and Secretary of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public

Residing at
Comm. Expires



PAUL H. TYLER
MY COMMISSION EXPIRES
September 5, 1987

PAUL H. TYLER
MY COMMISSION EXPIRES
September 5, 1987

STATE OF IDAHO, COUNTY OF Payette

I hereby certify that this instrument was filed for record at the request of Land Title Insurance Company

at 30 minutes past 11:00 o'clock A.M.,
this 1st day of October,
1987, in my office, and duly recorded in Book 48
of Deeds at Page 220125.

LAURA L. STIGILE

Ex-Officio Recorder

By Glenn Pappas Deputy.
Fees \$ 6.00
Mail to:

DEED

FOR VALUE RECEIVED, HOMESTEAD LOG CO., an IOWA CORPORATION
a corporation duly organized and existing under the laws of the State of ^{IOWA} ~~Idaho~~, grantor, does hereby Grant,
Bargain, Sell and Convey unto

LYLE R. TAYLOR and CYNTHIA M. TAYLOR, husband and wife
grantee whose current address is 11611 North River Road, Payette, Idaho 83661

the following described real estate, to-wit:

In ASSESSOR'S WOODSPUR TRACT as per plat in Book 1, Page 44
Plat Records, Payette County, Idaho:

A tract of Land in Block 8, being situated in the SW $\frac{1}{4}$ of
Sec. 11, Twp. 9 N., R. 5 W., B.M., and being more particularly
described as follows:
Commencing at the Southeast corner of said SW $\frac{1}{4}$;
Thence S 89°29'45" W. along the South boundary of said SW $\frac{1}{4}$ 1610.09
feet to a point 32.14 feet West of the West boundary of the
Union Pacific Railroad right of way;
Thence N. 21°02'00" E. parallel with said right of way 2,741.74
feet to the TRUE POINT OF BEGINNING;
thence West 925.83 feet;
thence S. 30°00'00" W. 518.98 feet;
thence East 1012.50 feet to a point 32.14 feet West of the
West boundary of said Railroad right of way;
thence N. 21°02'00" E. 481.53 feet to the point of beginning.

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantees
their heirs and assigns forever

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused
its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its
Secretary this 15th Day of March, 1988.

HOMESTEAD LOG CO.

By

DeWayne Brown

PRESIDENT.

ATTEST:

[Signature]

SECRETARY.

STATE OF ~~Idaho~~ Iowa

On this 15th day of March, 1988,
before me, a Notary Public in and for said State, personally appeared *DeWayne Brown* and
John C. Clark, known to me to

be the President and Secretary of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Resid
Comm



PAUL R. TYLER
MY COMMISSION EXPIRES
October 1, 1990

Notary Public
Idaho

STATE OF IDAHO, COUNTY OF *Payette*
I hereby certify that this instrument was filed for record at
the request of **FIRST AMERICAN TITLE CO.**

at 40 minutes past 2 o'clock P. M.,
this 17th day of March,
1988, in my office, and duly recorded in Book 48
of Deeds at Page 221987

LAURA L. STIGILE

Ex-Officio Recorder

By

Patti Frater

Deputy.

Fees \$ 3.00

Mail to:

INSTRUMENT NO. 221987

THIS INDENTURE, Made this First day of February in the year of our Lord one thousand nine hundred and twenty six between Charles P. Lattig of Payette County County of State of Idaho the part y of the first part, and Ethel B. Lattig, wife of said Charles P. Lattig

of County of Payette State of Idaho the part y of the second part.

WITNESSETH, That the said part y of the first part, for and in consideration of the sum of

One Dollar,

~~NOTED~~

lawful money of the United States of America, to her in hand paid by the said part y of the second part, the receipt whereof is hereby acknowledged/ has granted, bargained and sold, and by these presents do s grant, bargain, sell, convey and confirm unto the said part y of the second part, and to her heirs and assigns forever, all the following described real estate situated in 1 County of Payette, State of Idaho, to-wit:

Blocks 8, 9 and 19 of Wood Spur Tract, as recorded in the office of the Recorder of Payette County, Idaho in book one (1) of Plats page 44, except 8½ acres off of block 8 as hereinafter described, being located in sections 10, 11, 14 and 15 of T. 9N. R 5 W.B.M. and particularly described as follows to-wit: Beginning at the intersection of the north side line of aforesaid section 11 with the west side line of the right-of-way of the Oregon Short Line Railroad and running thence S. 21° 2' W. along the said right of way a distance of 3700. feet more or less to the south side of a certain waste ditch constructed along the south side of aforesaid block 19, thence S. 85° W. along said waste ditch 1200. feet more or less to Snake River; thence meandering the east side of Snake river in a northerly direction 3700. feet more or less to the east and west center line of aforesaid section 11, thence east 1671. feet more or less to the place of beginning, but excepting therefrom 8½ acres in block 8 described as follows to-wit: Beginning at the intersection of the east side of Snake river with the east and west center line of said section 11 and running thence east 731. feet to the center of the public road, thence along the center line of said public road: S. 30° W. 695. feet; thence S. 53° W. 424. feet to the bank of Snake river, thence in a northerly direction along the bank of Snake river to the place of beginning.

Excepting also all existing road rights-of-way and containing 99½ acres more or less.

Together with 50 shares of stock in the Lower Payette Ditch.

Together, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said part y of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the part y of the second part, and to her heirs and assigns forever.

And the said part y of the first part, and his heirs, the said premises in the quiet and peaceable possession of the said part y of the second part, her heirs and assigns, against the said part y of the first part, and his heirs, and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant, and by these presents forever defend.

IN WITNESS WHEREOF, the said part y of the first part has hereunto set his hand and seal the day

THIS INDENTURE, Made this 29th day of November in the year of our Lord one thousand nine hundred and forty-seven, between Ethel B. Lattig, a widow, of Payette, County of Payette, State of Idaho, the party of the first part, and Bayard B. Lattig of Payette, County of Payette, State of Idaho, the party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One and no/100 - - - DOLLARS, lawful money of the United States of America, and love and affection to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all of the following described real estate, situated in the County of Payette, State of Idaho, to-wit:

Blocks Eight, Nine and Nineteen of Wood Spur Tract, as recorded in the office of the Recorder of Payette County, Idaho, in Book 1 of Plats at page 44, excepting $8\frac{1}{2}$ acres of Block 8 as hereinafter described, being located in Sections 10, 11, 14 and 15 of Township 9 North, Range 5 West, B.M., and particularly described as follows, to-wit:

Beginning at the intersection of the North side line of the South half of aforesaid Section 11 with the West side line of the right of way of the Oregon Short Line Railroad and running thence South $21^{\circ} 2'$ West along the said right of way a distance of 3700 feet, more or less, to the South side of a certain waste ditch constructed along the South side of aforesaid Block 19, thence South 85° West along said waste ditch 1200 feet, more or less, to Snake River, thence meandering the East side of Snake River in a Northerly direction 3700 feet, more or less, to the East and West center line of aforesaid Section 11, thence East 1671 feet, more or less, to the place of beginning, but excepting therefrom $8\frac{1}{2}$ acres in Block 8 described as follows, to-wit: Beginning at the intersection of the East side of Snake River with the East and West center line of said Section 11 and running thence East 731 feet, to the center of the public road, thence along the center line of said public road: S. 30° West 695 feet; thence South 53° West 424 feet, to the bank of Snake River; thence in a northerly direction along the bank of Snake River to the place of beginning.

Excepting also all existing road rights of way and containing $99\frac{1}{2}$ acres, more or less. Together with 50 shares of capital stock of Lower Payette Ditch Co.

Also, Lot One and the West 35 feet of Lot Two of Block Seventeen of Masters Addition to Payette, Idaho, according to the official plat of said addition on file and of record in the office of the County Recorder of Payette County, Idaho.

This conveyance is made subject to the life estate in said property hereby reserved to Ethel B. Lattig, a widow, grantor herein.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the

FLORENCE LATTIG
845 N. 7TH
MT HOME

2,449.50

LAND SALE AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of November, 1968, between FLORENCE LATTIG, a widow, of Mtn. Home, Idaho, CHARLES P. LATTIG, a single man, of Boise, Idaho, and NEDRA L. LATTIG DOWNS, a married women, dealing with her sole and separate property, of Milan, Italy, parties of the first part, hereinafter called the Vendors, and PAYETTE INDUSTRIAL CORPORATION, an Idaho corporation, with its principal place of business in Payette, Idaho, party of the second part, hereinafter called the Purchaser.

WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the Vendors agree to sell and the Purchaser agrees to buy on the terms and conditions hereinafter specified, the following described real property located in Payette County, State of Idaho, to-wit:

Block 8, except approximately 8 1/2 acres thereof hereinafter described; Block 9; and Block 19; all in Wood Spur Tract, as recorded in the office of the County Recorder of Payette County, Idaho, in Book 1 of Plats at page 44; said blocks being located in Sections 10, 11, 14 and 15 of Township 9 North, Range 5 West of the Boise Meridian, and being particularly described as follows:

Beginning at the intersection of the North side line of the South half of aforesaid Section 11 with the West side line of the right-of-way of the Oregon Short Line Railroad; run thence South-westerly following the Westerly side line of said right-of-way a distance of 3700 feet, more or less, to the South side of a certain waste ditch constructed along the South side of aforesaid Block 19; thence South 85° West along said waste ditch 1200 feet, more or less, to the Snake River; thence meandering the East side of Snake River in a Northerly direction 3700 feet, more or less, to the East and West centerline of aforesaid Section 11; thence East 1671 feet, more or less, to the place of beginning; the exception from Block 8 hereinabove referred to being as follows: Beginning at the intersection of the East side of Snake River with the East and West centerline of aforesaid Section 11; run thence East 731 feet to the center of the public road; thence along the centerline of said public road South 30° West 695 feet; thence South 53° West 424 feet to the bank of Snake River; thence in a Northerly direction along the bank of Snake River to the place of beginning.

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RECEIVED
FEB 3 1969

Department of Water Resources
Western Regional Office

I. PURCHASE PRICE

The total purchase price of this property is the sum of \$60,000.00, lawful money of the United States of America. The Purchaser agrees to pay the purchase price to the Vendors on the terms and conditions following, to-wit:

- A. \$17,400.00 cash paid upon the execution of this agreement, receipt of which is hereby acknowledged;
- B. \$8,600.00 cash on the 15th day of January, 1969;
- C. The balance of said purchase price, to-wit, the sum of \$34,000.00 being payable in annual installments as follows:

\$2,949.50 on the 15th day of January, 1970, and a like amount on the 15th day of January of each and every year following, until the total purchase price shall have been paid in full. The unpaid balance of the purchase price shall bear interest from January 15, 1969, at the rate of 7% per annum, payable on the installment paying dates, said installment payments to be applied first to accrued interest and thereafter to principal. The Purchaser shall have the right to prepay the balance due or any portion thereof at any time without penalty.

II. POSSESSION

Purchaser shall be entitled to possession of said premises from and after the 1st day of January, 1969, or at such earlier date as the present lessee shall quit the premises, subject to dispossession in the event of their default, as hereinafter provided. The Vendors shall be entitled to the 1968 crops grown on said premises.

III. TAXES

The Vendors agree to pay all State and County taxes, all irrigation district taxes or water assessments, and all taxes or assessments of whatsoever kind or nature levied or assessed against said premises for the year 1968 and prior thereto.

The Purchaser agrees to pay, when due and before the same becomes delinquent, all State and County taxes, all irrigation district taxes or water assessments, and all taxes or assessments of whatsoever kind or nature levied or assessed against said premises for the year 1969 and subsequent thereto.

IV. CONVEYANCE OF TITLE

Title to the said premises shall be conveyed from the Vendors to the Purchaser by warranty deed, and the Purchaser shall, concurrently with the warranty deed, deliver to the Vendors a mortgage to secure the unpaid balance of the purchase price.

V. TITLE INSURANCE

The Vendors shall provide a policy of title insurance in the face amount of \$60,000.00 on the premises conveyed to Purchaser.

VI. RELEASE OF CERTAIN PORTIONS FROM MORTGAGE

At any time before the entire balance due on the purchase price has been paid by Purchaser, and while Purchaser is not in default under the terms of this contract, the Purchaser may, upon written request to Vendors, obtain the release of any portion of said premises from the mortgage thereon. The Purchaser shall pay all costs; attorneys fees and recording fees in connection with obtaining the release and eventual satisfaction of mortgage.

The right of Purchaser to obtain a release of any portion of the premises from the purchase money mortgage is limited by the following terms and conditions.

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A. The Purchaser shall pay the sum of \$400.00 for each acre sought to be released. This payment shall be in addition to the payments required under paragraph I of this Agreement, but shall be applied first to interest and then to principal and shall not increase the \$60,000.00 total price for the premises;

B. All lands released under this provision shall be contiguous from either the North or South boundaries of said property;

C. In releasing said lands, Vendors may require as a condition precedent to such release that Purchaser reserve for them the necessary easements and rights-of-way in order to preserve water rights and the rights of ingress and egress for the remaining property;

D. If release from the mortgage is sought for any portion of said premises containing improvements which were existing as of the time of this Agreement, the Purchaser shall pay, in addition to the sum of \$400.00 per acre, the current fair market value of the improvements thereon. If the current market value cannot be agreed upon between Vendors and Purchaser, the current fair market value shall be determined by three appraisers, one appraiser to be appointed by the Vendors, one appraiser to be appointed by the Purchaser and they to choose the third appraiser.

VII. DEFAULT

In the event of default by the Purchaser, the Vendors shall have such remedies as are set out in the note and mortgage executed between the parties, copies of which are attached hereto for identification purposes, and in addition thereto, shall have any other remedies which may be provided by the laws of the State of Idaho.

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VIII. CONSTRUCTION OF TERMS

All words used herein in the singular shall include the plural and the present tense shall include the future and the masculine gender shall include the feminine and neuter.

DATED: November 8th, 1968.

PURCHASER

Payette Industrial Corporation

By Robert J. O'Connor
Robert J. O'Connor, President

Dwaine L. Welch
Dwaine L. Welch, Secretary

VENDORS

Florence Lattig
Florence Lattig

Charles P. Lattig
Charles P. Lattig

Nedra L. Lattig Downs
Nedra L. Lattig Downs

STATE OF IDAHO)
County of Elmore) ss.

On this 12 day of November, in the year 1968, before me, a Notary Public in and for said State, personally appeared FLORENCE LATTIG, a widow, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

Robert L. Brown
Notary Public for the State of Idaho
Residing at H. W. Home, Idaho

MICROFILMED

STATE OF IDAHO)
) ss.
County of Ada)

On this 15 day of November, in the year 1968, before me, a
Notary Public in and for said State, personally appeared CHARLES P.
LATTIG, a single man, known to me to be the person whose name is sub-
scribed to the within instrument, and acknowledge to me that he executed
the same.

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

Albert G. Brattin
Notary Public for the State of Idaho
Residing at , Idaho

STATE OF IDAHO)
) ss.
County of)

On this 8th day of November, in the year 1968, before me, a
Notary Public in and for said State, personally appeared ROBERT J. O'CONNOR,
and DWAIN L. WELCH, known to me to be the President and Secretary of
the corporation that executed the foregoing instrument, or the person who
executed the instrument on behalf of said corporation, and acknowledged to
me that such corporation executed the same.

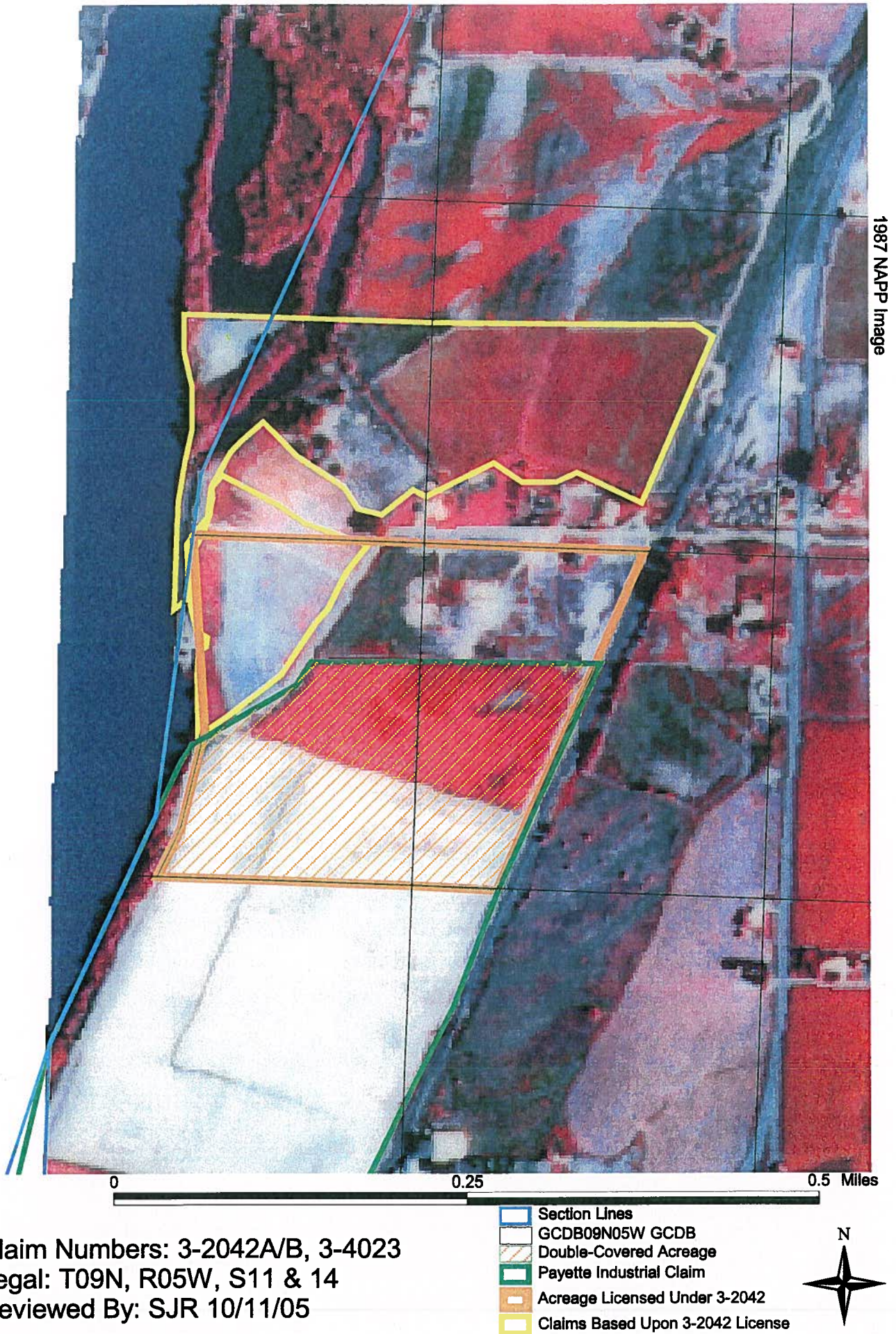
IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal, the day and year in this certificate first above written.

Robert J. O'Connor
Notary Public for the State of Idaho
Residing at Payette , Idaho

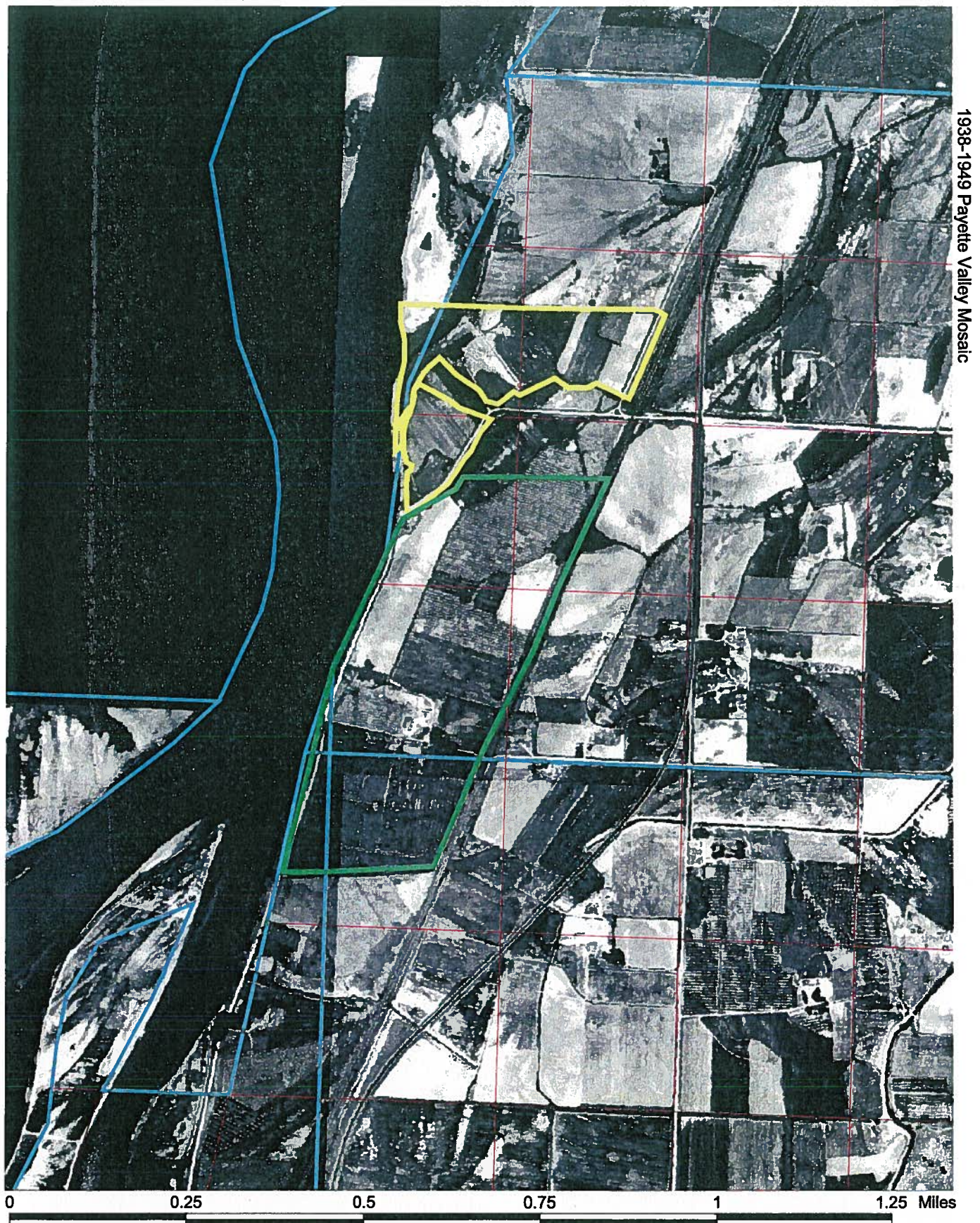
LAND SALE AGREEMENT, P. 6

MICROFILMED

Idaho Department of Water Resources



Idaho Department of Water Resources



Claim Numbers: 3-2042A/B, 3-4023
Legal: T09N, R05W, S11 & 14
Reviewed By: SJR 10/11/05

03_04023_rec_pou.shp
03_02042_rec_pous.shp
Sections
GCDB09N05W GCDB



Contacts Data Entry Form

Claim Number: 3-4023

Owner Type	Full Name	Address	City	State	Zip	Phone
Current Owner	PAYETTE INDUSTRIAL CORP	C/O WEST ONE BANK BOX 238	PAYETTE	ID	83661	(208)642-9091

Comment for 1: desk review

Date of Field Exam: 7/27/05 Time: _____Accompanied By: Ron Schoen Phone Number: 642-3386Relationship to Claimant: Treasurer

Directions to Property (if different from above) and/or update owner information:

Reviewer: JLDDate: 8/8/06

Priority Date Data Entry Form

Claim Number 3-4023

Claimed Priority Date: 4/1/1957

Claimed Basis: Beneficial Use

☐ Use Claimed Priority Date and Basis as Recommended Priority Date and Basis

Water Right Priority Date: 4/1/1957

Water Right Basis: Statutory Claim

Recommended Priority Date 6/3/1957Recommended Basis Beneficial Use

Document the evidence submitted/reviewed for the priority date claimed, include your analysis of the evidence:

Owned by family
1960's Payette Industry started.
Information about evidence of priority left with
Ron Schoen, Treasurer

Evidence of priority - work order from Idaho Power
work order dated 6/3/57

water right information w/ attorney

Reviewer: JLDDate: 8/1/06

Point of Diversion and Source Data Entry Form

Claim Number 3-4023

Claimed Point of Diversion and Source

T09N R05W S10 SESESE Lot 1 Within PAYETTE County Source: SNAKE RIVER COLUMBIA RIVER

 Use Claimed POD and Source as Recommended POD and Source

Water Right Point of Diversion and Source

T09N R05W S10 SESE Lot 1 Within PAYETTE County

Recommended Point of Diversion and Source

Source Information

Source

Tributary To

Snake River	Columbia River

Twp	Rge	Sec	Gov Lot	QQQ of Q	County	Source
9N	5W	15	1	NE NE NE	Payette	Snake River

Other rights from this POD? _____

Document how the POD and Source were verified:

Only irrigated by 1 POD

Pump #1

Vertiline Pump #571757	gpm 1200	1770rpm	single stage	42' head
GE motor #DNJ427307	20 hp.	8" line		

Pump #2

Cornell #11496 7½ hp #F020S051170

Baldor Motor #JDM3313T 10 hp. 4" line

Flat fields, irrigated by unlined ditch using siphon tubes.

Reviewer: JLD

Date: 7/27/05
8/8/06

Place Of Use Data Entry Form

Claim Number 3-4023

Claimed Place Of Use

~~T09N R05W S10~~	~~NESW~~	~~1.0~~	T09N R05W S11	NESW	~~17.0~~ 25
T09N R05W S11 Lot 3	NWSW	~~17.0~~ 14.0	T09N R05W S11 Lot 4	SWSW	34.0
T09N R05W S11	SESW	~~3.0~~ 2.5	T09N R05W S14	NWNW	~~20.0~~ 19.0
T09N R05W S15 Lot 1	NENE	~~5.0~~ 4.5			

Total Acres 97

Use Claimed POU as Recommended POU

Water Right Place Of Use

~~T09N R05W S10 Lot 3~~	~~NESW~~	~~1.0~~ 0.5	T09N R05W S11	NESW	17.0
~~T09N R05W S11 Lot 3~~	~~NWSW~~	~~17.0~~ 0.5	T09N R05W S11 Lot 4	SWSW	34.0
T09N R05W S11	SESW	3.0	T09N R05W S14	NWNW	20.0
T09N R05W S15 Lot 1	NENE	5.0			

Total Acres 97

Recommended Place of Use

See corrections to claimed POU above

Twp	Rge	Sec	QQ	Q	County	Lot Num	Acres	Purpose of Use
9N	5W	10	SE	SE	Payette	1	.5	Irrigation

Total Acres 83

Document how the POU was verified:

88 acres assessed190 acres farmable

↘ It looks like more acres may have been farmed in 1987 than at the time of the field exam.

Reviewer: JLDDate: 8/8/06



Purpose of Use Data Entry Form

Claim Number 3-4023

Claimed Purpose of Use

Water Use

Number of Homes

Number of Stock

Acre Limit

IRRIGATION

☒ Use Claimed Purpose of Use as Recommended Purpose of Use

Water Right Purpose of Use

Water Use

Number of Homes

Number of Stock

Acre Limit

IRRIGATION

Recommended Purpose of Use

Water Use

Number of Homes

Number of Stock

Acre Limit

Number of Other

Document how the Purpose of Use was verified:

Field exam, aerial photography

Reviewer: JLD

Date: 8/8/06

Period of Use and Quantity Data Entry Form

Claim Number 3-4023

Claimed Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
IRRIGATION	3/15	11/15	3	

Overall Diversion Rate 3

Overall Diversion Volume

Use Claimed Period of Use and Quantity as Recommended Period of Use and Quantity

Water Right Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
IRRIGATION	4/01	9/30	3	

Overall Diversion Rate 3

Overall Diversion Volume

Recommended Period of Use and Diversion Rate

Water Use	Start	End	Rate	Volume
Irrigation	3/1	11/15	1.66 cfs	

Overall Diversion Rate 1.66 cfs

Overall Diversion Volume

Document how the Period of Use and/or Diversion Rate were verified:

Period of Use - recommended as per standard

Diversion rate - recommended at 1 1/4 acre

sufficient by gpm calculation & by hp & lift

see attached.

Reviewer: JDDate: 8/8/06.

THEORETICAL HORSEPOWER EQUATION WORKSHEET (cjh 1/92)

Water Right No.: 3-04023
 Examiner: Jennifer Dean
 Date of Field Exam: 7/27/2005

$$\text{Pump 2: } 1200 \text{ gpm} = 2.67 \text{ cfs}$$

$$\frac{1200 \text{ gal}}{\text{min}} \cdot \frac{\text{ft}^3}{7.4805 \text{ gal}} \cdot \frac{\text{min}}{60 \text{ s}} = \frac{2.67 \text{ ft}^3}{\text{s}}$$

P/D No.:	Pump 1	Pump 2
PUMP HORSEPOWER BOOSTER HORSEPOWER	7.5	20
PUMPING LEVEL	40	40
DISCHARGE PRESSURE	0	0
RATE OF FLOW (cfs)	1.16	3.08 4.24

The above calculates the formula = $Q = \frac{8.8 * (\text{Efficiency}) * \text{hp}}{\text{depth to water} + 2.31 * (\text{psi}) + \text{friction}}$

Assumptions: %70 efficiency.
 No Friction

Examiners Notes:



3-4023 Ditch and POU



3-4023 Turbine Pump 7/27/05



3-4023 Centrifugal Pump 7/27/05

Idaho Department of Water Resources

Claim Number: 03-04023

Legal: T09N, R05W, S10, 11,
14, 15

Reviewed By:



Point of Diversion



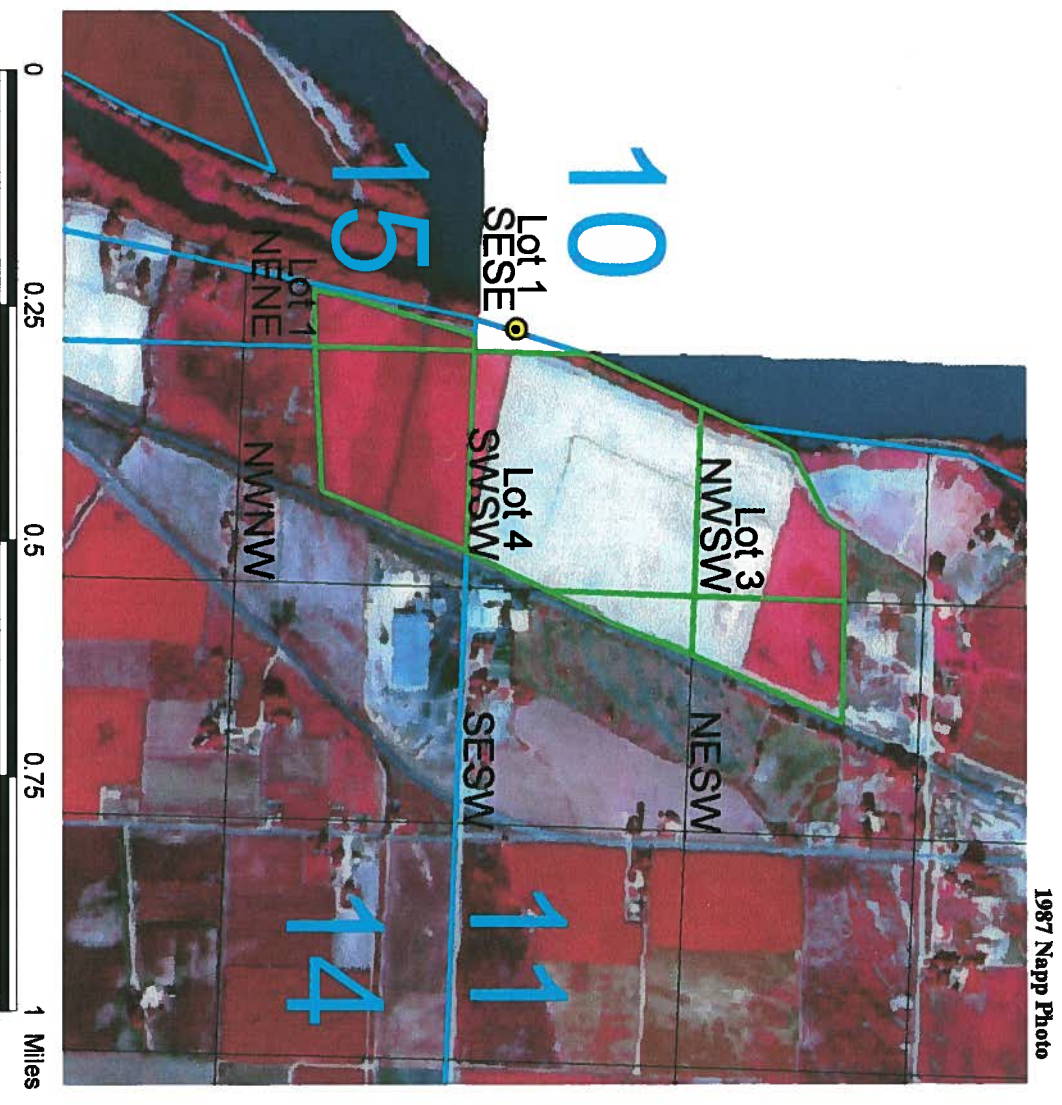
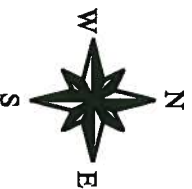
Place of Use



Section Lines



Quarter Quarter Lines



IDWR - WESTERN REGION

CONTRACTOR: Karan Waters

CLAIM/ID: 03-04023

Date: 11-21-02

	TNS	RNG	SEC	NE				NW				SW				SE				Sum
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Claim	9N	5W	10													1				1
GIS																0				0
Claim			11									-3	-4							71
GIS												17	17	34	3					164.2
Claim			14					20												20
GIS								19												19
Claim			15	-1																5
GIS				5																4.3

Number of POD's 1 (Lot 1)

Total Claimed Acres: 97

Overlapping EOU Claim #'s:

Total GIS Acres: 87.5

COMMENTS:

Per county data. The claim maps were not specific enough to see covered acreage. There is no imagery available for section 10. Unable to accurately map this claim.

Idaho Department of Water Resources

Claim Number: 03-04023
Legal: T09N, R05W, S10, 11,
14, 15
Reviewed By:

● Point of Diversion



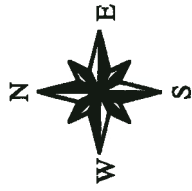
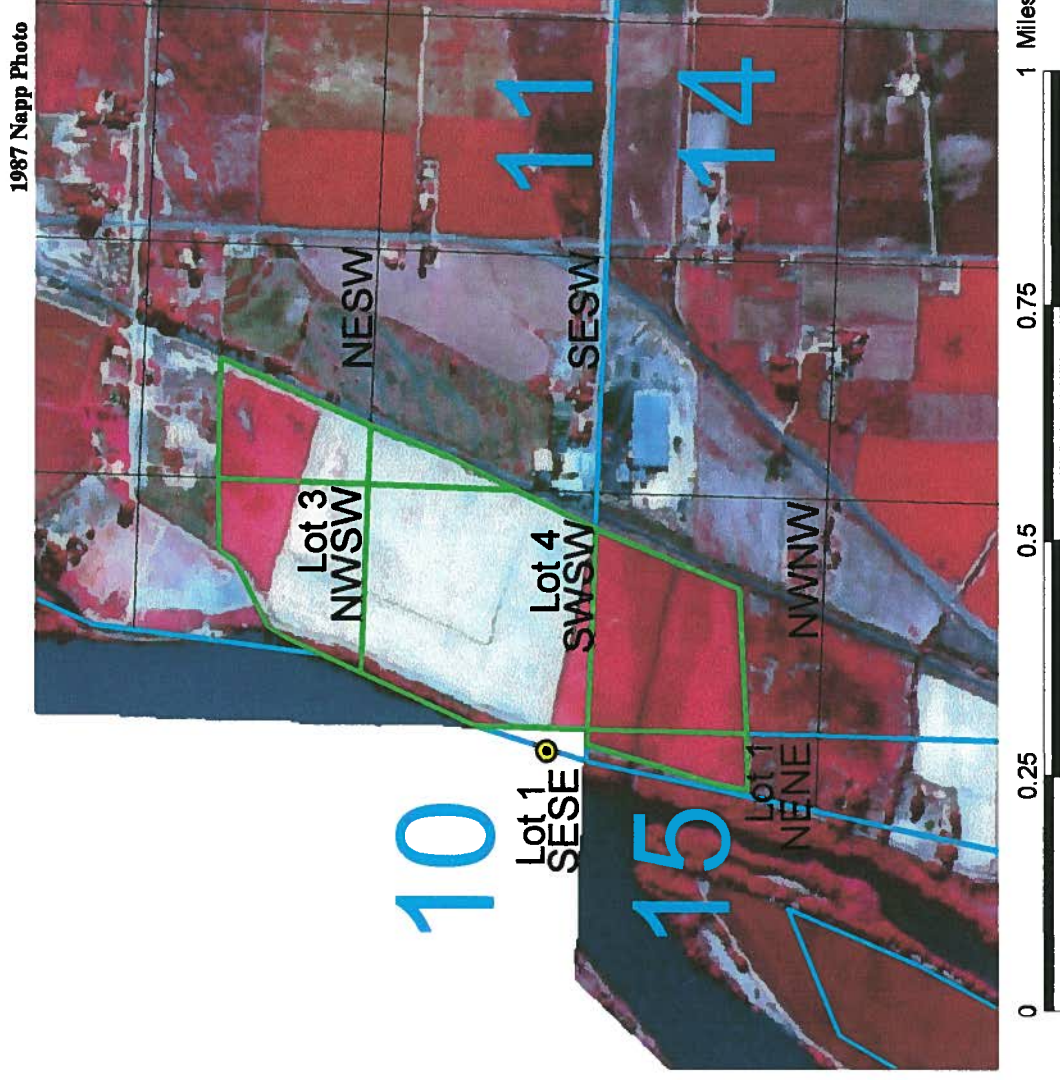
Place of Use



Section Lines



Quarter Quarter Lines



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: A03-04023
Date Received: 4/10/1990
Receipt No: M006514
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: PAYETTE INDUSTRIAL CORP 208-642-9091
Address: C/O WEST ONE BANK
BOX 238
PAYETTE ID 83661

2. Date of Priority: APR 1, 1957

3. Source: SNAKE RIVER Trib. to: COLUMBIA RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
09N	05W	10	SE	SE	SE	1	PAYETTE

5. Description of diverting works:
2 PUMPS, #1 PUMP 15 HP, #2 PUMP USED AS BACK UP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	3.000		

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

8. Total consumptive use is 339.5 Acre Feet Per Annum.

9. Non-irrigation uses:
STOCKWATER, INCIDENTAL TO IRRIGATION

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09N	05W	10	NE	SE		IRR	1.0

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JUL 07 1994

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
					Section Acres	1.0
		11	NE	SW	IRR	17.0
			NW	SW	3 IRR	17.0
			SW	SW	4 IRR	34.0
			SE	SW	IRR	3.0
					Section Acres	71.0
		14	NW	NW	IRR	20.0
					Section Acres	20.0
		15	NE	NE	1 IRR	5.0
					Section Acres	5.0
					Total Acres	97.0

11. Place of use in counties: PAYETTE

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

13. Other Water Rights Used:
NONE

14. Remarks:

AC. IRR. = 95.1.

CLAIMANT HAS ACTUALLY SEPARATED 10 ACRES FROM THE ORIGINAL HOLDINGS, BUT BECAUSE OF THE UNSETTLED CONDITIONS OF THE OWNERSHIP OF THE 10 ACRES CLAIMANT IS GOING AHEAD AND CLAIMING THE WHOLE RIGHT FOR ALL 97 ACRES. CLAIMANT WILL ACKNOWLEDGE A SPLIT OF THE RIGHT WHEN OWNERSHIP OF THE 10 ACRES IS COMPLETELY SETTLED.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

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

Signature of Claimant(s): _____ Date: _____
_____ Date: _____

State of Idaho)
County of _____) SS.

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

Notary Public

Seal

Residing at _____
My Commission Expires _____

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

A03-04023

Date Received

04/10/1990

Receipt Number

MOD 6514

NOTICE OF CLAIM

TO A WATER RIGHT

ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) PAYETTE INDUSTRIAL CORP. Phone (208) 642-9091

Mailing Address

S/O WEST ONE BANK
Box 238 PAYETTE, ID

Zip

836612. Date of Priority (Only one (1) per claim) 4/1/19573. Source of water supply (a) SNAKE R.which is tributary to (b) COLUMBIA R.4. a. Location of existing point of diversion is: Township 09N Range 05W Section 10SE 1/4 of SE 1/4 of SE 1/4, Govt. Lot, 01 B.M., County of PAYETTE

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. Pump #1 - 15 H.P. AURORA TURBINE12006 PM. @ 42' DYN. HO. 2.67 CFS. 13006 PM. @ 36' DYN. HO. 3.0 CFS.Pump #2 7.5 H.P. CORNELL CENT. 475 GPM. @ 42' DYN. HO. 1.06 CFS.#2 Pump Used As BACK-UP OR FOR SHORT SETS. PIPED TO GRAVITYIRRIGATION.

MICROFILMED

JUL 07 1994

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For IRRIGATION purposes from 3/15 to 11/15 amount 3.0 cfs or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 3.0 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is 339.5 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) STOCKWATER INCIDENTAL TO IRRIGATION.

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	
09N	05W	10													1.0				1.0
09N	05W	11									17.0	17.0	34.0	3.0					71.0
09N	05W	14						20.0											20.0
09N	05W	15	4.1																5.0
			5.0																

Total number of acres Irrigated 97.0

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

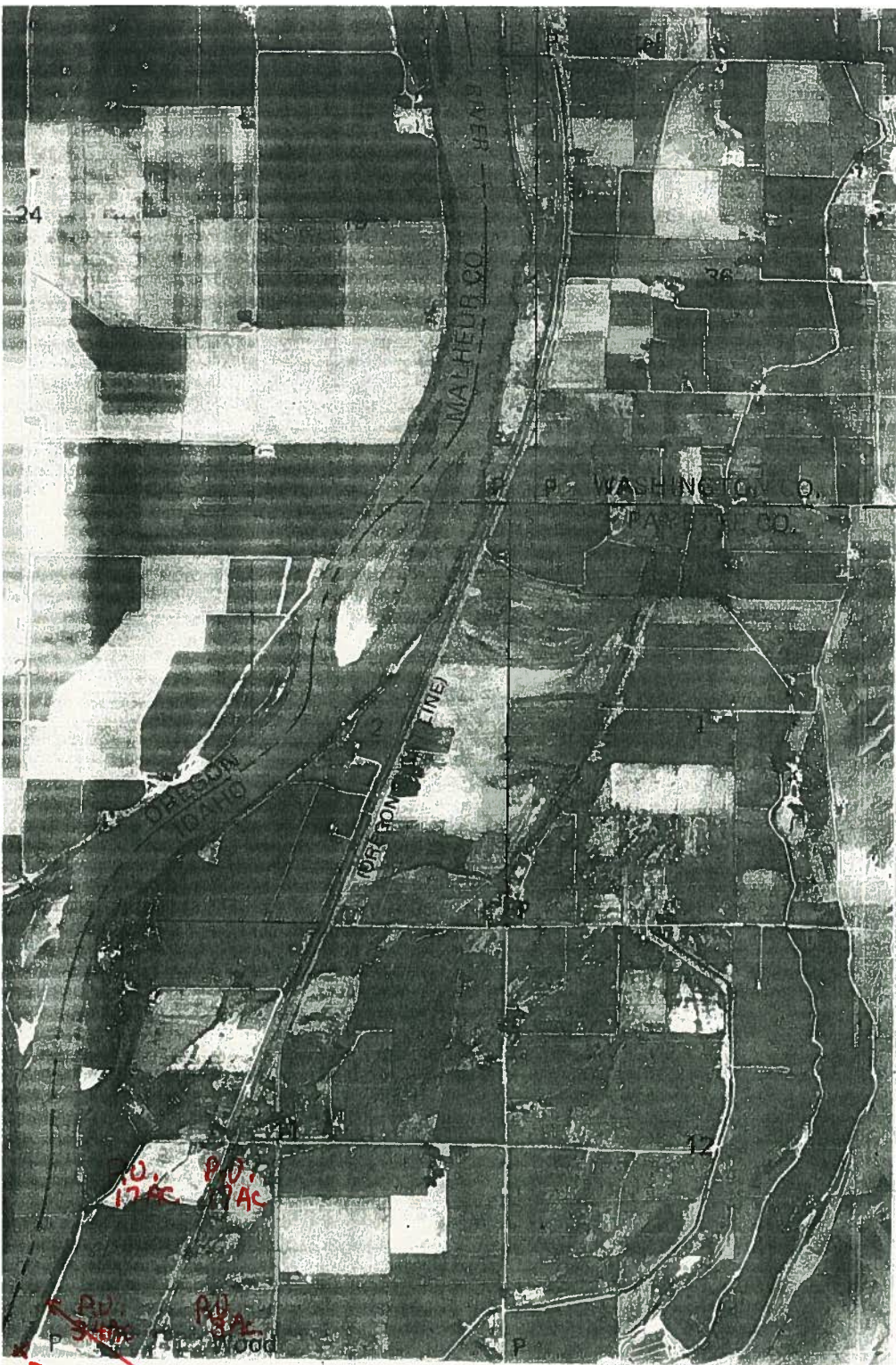
12. Do you own the property listed above as place of use? Yes X No _____
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
_____ or None ()

14. Remarks: AC. IRR = 95.1 CLAIMANT HAS ACTUALLY SEPARATED 10 ACRES FROM THE ORIGINAL HOLDINGS, BUT BECAUSE OF THE UNSETTLED CONDITIONS OF THE OWNERSHIP OF THE 10 ACRES CLAIMANT IS GOING AHEAD & CLAIMING THE WHOLE RT FOR ALL 97 ACRES. CLAIMANT WILL ACKNOWLEDGE A SPLIT OF THE RT WHEN OWNERSHIP OF THE 10 ACRES IS COMPLETELY SETTLED.

Last Name PAYETTE INC. CORP Ident No. R03-04023

Copies: White -State, Yellow-Claimant



10'

POOR ORIGINAL

TION
T9N

200,000 Feet (Idaho)

44°07'30"

116°52'30"

P.D.
SE SE SE
SEC 10, T09N, R03W
P.U. 1AC NE SE SEC 10, LT 3.

WEISER SOUTH, IDAHO, ORLG.
N4407.5- W11652.5/7.5

1974

ADVANCE PRINT

MICROFILMED
JUL 07 1994

T9N R5W Secs 14, 15

POOR ORIGINAL

PAYET

R5W

7.5 MINUTES S

200,000 F

57'30"

55



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JUL 07 1994
ATLANTIC CO.
ATLANTIC CO.

15. Basis of Claim (check one) Beneficial Use ^ Posted Notice _____ License _____ Permit _____

Decree _____

If applicable provide IDWR Water Right Number D3-04023

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 X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments 2

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date _____

_____ Date _____

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

of Payette Industrial Corporation Organization, that I have signed the foregoing

document in the space below as Director Title of Payette Industrial Corp. Organization

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

Signature of Authorized Agent Pamela E. Kail

Title and Organization Director Payette Ind. Corp. Date 4/10/90

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

Subscribed and sworn (or affirmed) before me this 10th day of APR. 1990

SEAL

Notary Public Pamela E. Kail

Residing at BOISE, ID

My Commission Expires 11/08/1994

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 _____

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JUL 07 1994

Last Name PAYETTE NO. CORP Ident. Number D03-04023

Copies White-State, Yellow-Claimant

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT



Under the provisions of Section 42-243, Idaho Code, any person using or claiming rights to the public waters of Idaho established by diversion and application to a beneficial use must file a claim with the Department of Water Resources on or before June 30, 1983. Exempted from this filing are single family domestic uses as defined in Section 42-230(d), Idaho Code. Also exempted are rights represented by a permit, license, decree, adjudicated right, or a previously filed claim.

The filing of this claim does not confirm the water right claimed but failure to file may result in forfeiture of a water right.

Notice is hereby given that PAYETTE INDUSTRIAL CORPORATION
(Name of Claimant)
700 CENTER AVENUE PAYETTE, ID 83661 Telephone No. (208) 642-9400
(Mailing Address) (Zip Code)

claims a right to the diversion and beneficial use of the surface or ground water. The extent and nature of said claim is as follows:

(1) Date of priority: (When was the water first applied to a beneficial use) APRIL 1, 1957

A claim is not acceptable on a ground water source with a priority later than March 25, 1963 or on a surface water source with a priority later than May 20, 1971. An exception is that a claim may be filed on single family domestic use from a ground water source.

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

SNAKE RIVER tributary to **COLUMBIA RIVER**

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

(cfs. at)		(Domestic, Irrigation, Stock, Etc.)	(Both dates inclusive)	
			(Mo., Day)	(Mo., Day)
Quantity	<u>3 cfs</u>	Use <u>Irrigation</u>	Period of Use From <u>Apr. 1</u>	To <u>Sept 30</u>
Quantity	_____	Use _____	Period of Use From _____	To _____
Quantity	_____	Use _____	Period of Use From _____	To _____
Quantity	_____	Use _____	Period of Use From _____	To _____
Quantity	_____	Use _____	Period of Use From _____	To _____

(4) _____ TOTAL QUANTITY USED.
(c/s. of)

(5) **A) Point of diversion:** (Location of point where water is diverted from its source)

(Let) SE 1/4 SE 1/4, Sec. 10 Twp. 9N Rge. 5W B.M., County of PAYETTE
Additional points of diversion:

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.). Give sizes and capacities: be as specific as possible. Describe any changes in the system and give the date of the change. See attached supplement.

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

[illegible]

No. of acres 95.1

B) If water is used for other than irrigation, fully describe that use, being as specific as possible:

IRRIGATION ONLY

NOTE: Include here the type and number of stock watered:

(7) If you are claiming water as a member of an organization, list name of organization:

MICRO-11

(8) Remarks

FOR MAP SET ATTACHED
SURVEY MAP OF PROPERTY

scale: 2 inches equal 1 mile.

Map should show the location of the point of diversion and the place of use of the water by 40-acre subdivisions, section, township and range of the public land survey system.

State of Idaho

County of

Pazette

) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the foregoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

P. E. Krill-Smutor
(Claimant)

(Claimant)

Sworn to before me this 24 day of April, 1984

Paul J. Olson

Notary Public

Residing at

Payette, Idaho.

My commission expires September

Postmarked 6/30/83

FOR DEPARTMENT USE ONLY

Received by

Date

Exception filed by:

Forwarded to

Date _____

Prelim. check by

Date _____

claimant by:

\$30.00 fee received by

Date _____

Published in

Independent

Dates

5/31 & 6/7/84

WILLIAMS & WILKINS

(5)B Water is pumped from the Snake River by one 10 HP centrifugal and one 20 HP turbine pump with a lift of 10 feet. Water is pumped across River Road thru a 12 inch underground pipe for a distance of approximately 1500 feet to a 30 inch wide main feed line; which runs approximately 2462 feet to serve the north portion of the farm and then approximately 731 feet to supply the south field.

RECEIVED
MAY 19 1960