

NAME: M^s Kenzie

CLAIM: A 82-07067 B
CORRESPONDENCE
EVIDENCE OF
PRIORITY

1584
part two
of poll
218
4-20-93

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: **A82-07067B**
Date Received: 6/30/1988
Receipt No: C001688
Received By: _____

**COPY FOR
YOUR FILES**

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

**COPY FOR
YOUR FILES**

1. Name: DARRELL G MC KENZIE
Address: HCR 66 BOX 367B
KOOSKIA ID

208-983-0589

83539

AND

Name: HATTIE J MC KENZIE
Address: HCR 66 BOX 367B
KOOSKIA ID

208-983-0589

83539

2. Date of Priority: SEP 5, 1979

3. Source: SPRING

Trib. to: SINKS

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
30N	04E	3	SE	NW			IDAHO

5. Description of diverting works:

COLLECTION BOX INTO TANK, GRAVITY FLOW PIPELINE TO HOUSE.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
STOCKWATER	01/01	12/31	0.010		
DOMESTIC	01/01	12/31	0.030		

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:

D/1 HOMES, S/40 RANGE.

DO NOT FILM

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
30N	04E	3	SE	NW		STOCK	
			SE	NW		DOMEST	

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:

A82-07067A

14. Remarks:

THIS PORTION OF THE WATER RIGHT WAS SPLIT 05/21/90. A82-07067A
PORTION OF OF THE WATER RIGHT IS SECONDARY TO A82-07067B AS PER
ESCROW AGREEMENT.

15. Basis of Claim: LICENSE

DO NOT FILM



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

DATE OF CLOSING: Sept. 18, 1992

RECEIVED
OCT 07 1992
Department of Water Resources

LEGAL DESCRIPTION OF PROPERTY: Township 30N Range 4E
Section 3, NW 1/4 of 1/4 of 1/4 Govt. Lot , BM.
Lot , Block , Subdivision/Townsite .
If you have additional legal descriptions, please attach separate sheet. See Attached

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

☒ Water Right Number(s)
Assigned by IDWR: 82 - 7067

☒ Name and Address of Former Owner/Claimant(s)(Seller): Cameron C. & Anita D. Lucas
RR 2 Johnson KS 67855

☒ New Owner/Claimant (Purchaser): Darrell G. & Hattie J. McKenzie

☒ New Mailing Address: HCR 66 Box 367B
Kooskia, Idaho 83539

☒ New Telephone Number: (208) 983 - 0589

☒ Does the change in ownership result in a splitting of the water right owned/claimed? X yes no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:
Buyer agrees to give a portion of this water right to Seller.
Said portion to be collected from overflow pipe of cistern and
pipd to stock tank on sellers property.

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

☒ Signature of New Owner/Claimant(s): Darrell G. McKenzie Date 9/18/92
Hattie J. McKenzie Date 9/18/92
☒ Signature of Former Owner/Claimant(s): Cameron C. Lucas Date 9/21/92
Anita D. Lucas Date 9/21/92

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry
Date: By:
Further Action Needed:

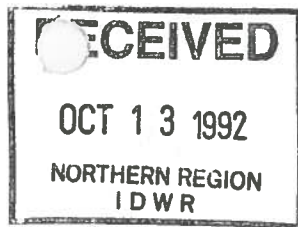
Further Action Taken
Date: By:

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

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

MICROFILMED

APR 24 1993



RECEIVED

OCT 07 1992

Department of Water Resources

A parcel of land located in the S $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 3, T30N, R4E, B.M., Idaho County, Idaho. Which is more particularly described as follows:

Commencing at the C-W 1/16 corner of section 3, a 5/8"X30" IR with 2" aluminum cap marked C-W 1/16 PLS 5165, THE POINT OF BEGINNING from which the W $\frac{1}{4}$ bears N89°25'22"W, 1,311.08' and the center $\frac{1}{4}$ bears S89°25'22"E, 1,311.08'

Thence N89°25'22"W, on the center section line 165.00' to a 5/8"X30" IR with plastic cap marked PLS 5165

Thence N00°41'19"E, 346.50' to a 5/8"X30" IR with plastic cap marked PLS 5165

Thence S89°25'22"E, 165.00' to a 5/8"X30" IR with plastic cap marked PLS 5165 which is on 1/16 line

Thence S89°25'22"E, 49.23' to a 5/8"X30" IR with plastic cap marked PLS 5165

Thence S19°36'17"E, 369.17' to a 5/8"X30" IR with plastic cap marked PLS 5165, which is on center section line

Thence N89°25'22"W, on center section line, 177.27' to THE POINT OF BEGINNING

This parcel contains 2.213 acres more or less.



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APR 24 1993

A82-07067 B

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: A82-07067B
Date Received: 6/30/1988
Receipt No: C001688
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: CAMERON C LUCAS 316-495-3186
Address: RR 2
JOHNSON KS 67855

AND

Name: ANITA D LUCAS 316-495-3186
Address: RR 2
JOHNSON KS 67855

2. Date of Priority: SEP 5, 1979

3. Source: SPRING Trib. to: SINKS

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
30N	04E	3	SE	NW			IDAHO

5. Description of diverting works:
COLLECTION BOX INTO TANK, GRAVITY FLOW PIPELINE TO HOUSE.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
STOCKWATER	01/01	12/31	0.010		
DOMESTIC	01/01	12/31	0.030		

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:
D/1 HOMES, S/40 RANGE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
30N	04E	3	SE	NW		STOCK	
			SE	NW		DOMEST	

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:
A82-07067A

14. Remarks:
THIS PORTION OF THE WATER RIGHT WAS SPLIT 05/21/90. A82-07067A
PORTION OF OF THE WATER RIGHT IS SECONDARY TO A82-07067B AS PER
ESCROW AGREEMENT.

15. Basis of Claim: LICENSE

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 _____



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

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

APR - 8 1992

Department of Water Resources
Western Regional Office

DATE OF CLOSING: 3/25/92

LEGAL DESCRIPTION OF PROPERTY: Township 30N Range 4E
Section 3, 1/4 of 1/4 of 1/4 Govt. Lot , BM.
Lot , Block , Subdivision/Townsite as per attached EXHIBIT "A"
If you have additional legal descriptions, please attach separate sheet.

[] Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

[] Water Right Number(s)
Assigned by IDWR: EVELYN G. SCOTT NO: 82-7067

[] Name and Address of Former Owner/Claimant(s)(Seller):
7378
7204 S. W. 204TH # 1

ALOHA OR 97007

[] New Owner/Claimant (Purchaser):
CAMERON C. LUCAS and ANITA D. LUCAS

[] New Mailing Address:
RR 2
JOHNSON KS 67855

[] New Telephone Number: (316) 495-3186
208 983-0745

[] Does the change in ownership result in a splitting of the water right owned/claimed? yes XX no
If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

[] Attach proof of ownership, describe proof attached: copy of Warranty Deed

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

[] Signature of New Owner/Claimant(s) Cameron C. Lucas Date 4-4-92

Anita D. Lucas Date 4-4-92

[] Signature of Former Owner/Claimant(s) Evelyn G. Scott Date March 13, 1992

Date

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

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 4/5/92 By: LOFlegal

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data-Entry

Date: By:

Claim Numbers of Split, if any:

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

MICROFILMED

APR 24 1993

TRACTED ☒
FILMED ☒
ASSESSOR ☒

362681

WARRANTY DEED

GRANTOR, EVELYN SCOTT, a widow, of 7378 S. W. 204th # 1, Aloha, OR 97007, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto CAMERON C. LUCAS and ANITA D. LUCAS, husband and wife, of RR 2, Johnson, Kansas 67855, 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:

Township 30 North, Range 4 East, Boise Meridian
Section 3: SE $\frac{1}{4}$ NW $\frac{1}{4}$, the North 125 feet of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, and Tax No. 9 being a tract of land commencing at the SE Corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 3;
thence running West 10 rods;
thence running North 21 rods;
thence running East 10 rods;
thence running South 21 rods to the Place of Beginning.

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

Subject to:

1. General taxes for the year 1992, which are a lien, not yet due and payable.
2. Easement as set forth in Quitclaim Deed, including the terms and conditions thereof, by and between LOYD E. RUPE and MURL RUPE, his wife, parties of the first part, and CLIFFORD R. LYNN, a married man, party of the second part, recorded July 6, 1943, under Instrument No. 142283 Book 73 page 88, records of Idaho County, Idaho.
3. Right of Way as the same now exist, over and across the herein described property.
4. Easement for pipeline as set forth in Escrow Agreement, including the terms and conditions thereof, by and between FRANK M. SCOTT and EVELYN G. SCOTT, husband and wife, Parties of

WARRANTY DEED

1

MICROFILMED
APR 24 1993

A82-07067B

1 the first part, and LEE C. POTTER and ELIZABETH
2 RENEE POTTER, husband and wife, Parties of the
3 second part, recorded October 30, 1986, under
Instrument No. 330637, records of Idaho County,
Idaho.

4 Grantor, for herself, her heirs and assigns does hereby
5 covenant, warranty and shall defend the quiet and peaceable
6 possession of said premises by the Grantee, their heirs and assigns
7 forever against the lawful claims of all persons.

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

11 IN WITNESS WHEREOF, Grantors have hereunto subscribed their
12 names to this instrument this 12 day of March, 1992.

13
14 
15 EVELYN G. SCOTT
16

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

19 On this 12 day of March, 1992, before me,
20 Lawrence A. Houghton, a Notary for the said County and
21 State, personally appeared EVELYN G. SCOTT, a widow, known or
22 identified to me to be the person whose name is subscribed to the
23 within instrument, and she acknowledged to me that she freely
24 executed the same and that the statements therein contained are
25 true.

26
27
28 WARRANTY DEED

2

MICROFILMED

APR 24 1993

A82-07067 B

1 IN WITNESS WHEREOF, I have hereunto set my hand and affixed
2 my official seal the day and year first above written.
3

4 (NOTARY SEAL)

Kenneth B. Highland
Notary Public for State of Idaho,
Residing at Grangeville, therein.
My commission expires on 10-13, 1994.

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23 Filed and recorded at the request of IDAHO COUNTY TITLE CO.
24 at 10:55 o'clock A M this 24 day of March 1992

25 By Edith L. Anderson
26 Deputy

26 ROSE E. GEHRING
27 Es-Officio Auditor and Recorder
28 Idaho County, Idaho

Fee \$ 9.00

WARRANTY DEED

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: A82-07067B
Date Received: 6/27/1988
Receipt No: C001688
Received By: AB

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: EVELYN G. SCOTT 509-758-6660
Address: 2178 HIGHLINE DR.
CLARKSTON, WA 99403

2. Date of Priority: SEP 05, 1979

3. Source: SPRING Trib. to: SINKS

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
30N	04E	3	SE	NW			IDAHO

5. Description of diverting works:
COLLECTION BOX INTO TANK, GRAVITY FLOW PIPELINE TO HOUSE.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
STOCKWATER	01/01	12/31	0.010		
DOMESTIC	01/01	12/31	0.030		

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:
D/1 HOMES, S/40 RANGE.

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
30N	04E	3	SE	NW		STOCK	
			SE	NW		DOMEST	

A82-07067B

Page 1

Date: 05/21/90

MICROFILMED
APR 24 1993

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:
A82-07067A

14. Remarks:

THIS PORTION OF THE WATER RIGHT WAS SPLIT 05/21/90. A82-07067A
PORTION OF OF THE WATER RIGHT IS SECONDARY TO A82-07067B AS PER
ESCROW AGREEMENT.

15. Basis of Claim: LICENSE

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): *Emlyn L. Scott* Date: 5/21/90

Date: _____

State of Idaho)
County of Kootenai) SS.

Subscribed and sworn (or affirmed) before me this 21 day
of May 19 90

Allen Beardslee
Notary Public

Seal

Residing at *Cataldo*

My Commission Expires 7/20/94

**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 A-82-07067

Date Received 06-27-88

Receipt Number C001688

**NOTICE OF CLAIM
TO A
WATER RIGHT**

ACQUIRED UNDER STATE LAW

For Domestic and/or Stockwater Purposes

Where Daily Use is less than 13,000 gallons per day. Filing fee \$25

RECEIVED

JUN 27 1988

Department of Water Resources

Please type or print clearly

1. Name of Claimant (s) Frank M. or Evelyn G. Scott Phone (208) 983-2729Mailing Address HCR 67 B0x 26 Grangeville, Idaho Zip 83530

September 5, 1979

2. Date of Priority (Only one (1) per claim) Spring3. Source of water supply (a) _____
which is tributary to (b) Sinks4. Location of point of diversion is: Township 30N Range 4E
Section 3, 1/4 of SE 1/4 of NW 1/4, Govt. Lot 30N, B.M.,
County of IdahoAdditional points of diversion if any: 05. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate 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. _____
Pipelines Collection Box into tank Gravity flow to house.

6. Water is claimed for the following: (Limited to Domestic and/or Stockwater only. See Instructions)

(Both dates are inclusive)

For Stockwater purposes from Jan. 31 to Dec. 31 amount .02 (cfs) (.7 acre ft.)For Domestic purposes from Jan. 31 to Dec. 31 amount .06 (2.4 acre ft.)7. Total quantity claimed .08 (cfs)8. Total consumptive use claimed is de minimus9. Non-irrigation uses. Describe fully. (Domestic: give number of households served; Stockwater: Type and number of
livestock) 2 houses Domestic Stock 40 head Beef Cattle

Copies: White-State, Yellow-Claimant

APR 24 1989

1 ESCROW AGREEMENT

Between

FRANK M. SCOTT and
EVELYN G. SCOTT,
husband and wife, of
Harpster, Idaho County,
State of Idaho, as

SELLERS,

AND

LEE C. POTTER and
ELIZABETH RENEE POTTER,
husband and wife, of
Grangeville, Idaho
County, State of Idaho,
as,

PURCHASERS.

11 THIS AGREEMENT, Made and entered into this 4th day of ~~September~~ ^{JANUARY},
12 1978, by and between FRANK M. SCOTT and EVELYN G. SCOTT, husband and
13 wife, of Harpster, Idaho County, State of Idaho, hereinafter called
14 the parties of the first part, and LEE C. POTTER and ELIZABETH RENEE
15 POTTER, husband and wife, of Grangeville, Idaho County, State of
16 Idaho, hereinafter called the parties of the second part:

17 W I T N E S S E T H:

18 That in consideration of the sums to be paid as herein provided
19 and in consideration of the covenants and agreements hereinafter
20 contained, the parties of the first part agree to sell and convey
21 to the parties of the second part, and the parties of the second
22 part agree to purchase the following described real property
23 situated in Idaho County, Idaho, to-wit:

24 Southwest Quarter (SW1/4) and a portion of the Southwest
25 Quarter of the Northwest Quarter (SW1/4NW1/4) of Section
26 Three (3), Township Thirty (30) North Range Four (4) East
27 of the Boise Meridian, said portion being more particularly
28 described as following: Beginning at the Southeast (SE)
29 Corner of the said Southwest Quarter of the Northwest
30 Quarter (SW1/4NW1/4) and running thence West (W) 80 rods;
31 thence North (N) 5 rods; thence East (E) 70 rods; thence
32 North (N) 16 rods; thence East (E) 10 rods; thence South
(S) 21 rods to the point of beginning;
East Half (E1/2) of the Southeast Quarter (SE1/4), North-
west Quarter of the Southeast Quarter (NW1/4SE1/4) lying
East (E) of the South Fork of the Clearwater River, and
the Southwest Quarter of the Northeast Quarter (SW1/4NE1/4)
lying East (E) of the South Fork of the Clearwater River
all in Section Four (4), Township Thirty (30) North, Range

MICROFILMED
APR 24 1984

W. C. MACGREGOR, JR.
ATTORNEY AT LAW
GRANGEVILLE, IDAHO 83530

A82-07067 B

W. C. MACGREGOR, JR.
ATTORNEY AT LAW
GRANGEVILLE, IDAHO 83530

Four (4) East of the Boise Meridian;

Subject to exceptions and reservations contained in patents from the United States;

Subject to existing easements, if any, for roads, highways, power and transmission lines and ditches;

Less and excepting therefrom, however, a strip of ground 125 feet in depth and 1320 feet long consisting of the North (N) portion of the Northeast Quarter of the Southwest Quarter (NE1/4SW1/4) in Section Three (3) Township Thirty (30) North (N), Range Four (4) E.B.M. and excepting and reserving also a tract of land commencing at the Southeast Corner of the Southwest Quarter of the Northwest Quarter (SECSW1/4NW1/4) of Section Three (3), Township Thirty (30) North (N) Range Four (4) E.B.M.; thence running West (W) ten rods; thence running North (N) 21 rods; thence running East (E) ten rods; thence running South (S) 21 rods to the place of beginning.

together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). Of this amount the sum of ONE THOUSAND DOLLARS (\$1,000.00) has been paid for an Option to Purchase and if such Option to Purchase is exercised by the execution of this Agreement, parties of the first part acknowledge receipt of the aforesaid ONE THOUSAND DOLLARS (\$1,000.00) to be applied to the purchase price of this Agreement. In such event, TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00) shall be paid down upon the execution of this Agreement and the balance of SEVENTY-ONE THOUSAND DOLLARS (\$71,000.00), together with interest upon the balance remaining beginning with the date of the execution of this Agreement at the rate of Six Percent (6%) per annum, shall be paid in ten (10) annual payments. The first such annual payment of SEVENTY-ONE HUNDRED DOLLARS (\$7100.00) principal plus interest at the rate aforesaid, to be due and payable on or before the 15th day of January, 1980, with a like payment of SEVENTY-ONE HUNDRED DOLLARS (\$7100.00), plus interest, to be payable on or before the 15th day of January, of each year thereafter until the entire balance, both principal and interest have been paid in full.

MICROFILMED
APR 24 1993

1 All payments as received shall be credited first to the in-
2 terest and then to the principal.

3 THIS ESCROW AGREEMENT IS UPON THE FOLLOWING CONDITIONS AND
4 TERMS AND THE PARTIES HERETO AGREE AS FOLLOWS:

5 I.

6 IT IS UNDERSTOOD AND AGREED between the parties hereto that the
7 parties will share equally all escrow charges.

8 II.

9 The parties of the second part shall become responsible for
10 and shall pay any and all taxes and assessments of whatsoever kind
11 which may be levied and assessed upon the above described land
12 beginning with the 1st day of January, 1979, and the parties of the
13 first part shall pay and become responsible for all taxes due or
14 which may become due for the period of time before the 1st day of
15 January, 1979, and the parties of the second part shall not permit
16 any mechanic's lien or materialman's lien or other lien to attach
17 to said property, and if the parties of the second part shall fail
18 or neglect to pay said taxes or assessments or to keep said property
19 clear of liens, it is hereby agreed that the parties of the first
20 part are given the express right to pay and discharge said taxes,
21 assessments or liens without notice to the parties of the second
22 part, and any sums paid by the parties of the first part for any of
23 the above purposes shall at once become the indebtedness of the
24 parties of the second part to the parties of the first part and
25 shall be immediately repayable by the parties of the second part.
26 Any such payments by the parties of the first part shall thereupon
27 become added to the purchase price. Any advancements to be made
28 shall not be construed as a waiver of second parties' default in
29 respect to such payment of taxes and assessments; and, in making
30 payment of such taxes, as above provided, the parties of the first
31 part shall not be required to inquire into the validity of any such
32 tax assessment, but shall be authorized to pay such taxes which

W. C. MACGREGOR, JR.
ATTORNEY AT LAW
GRANGEVILLE, IDAHO 83530

882-07067 B
MICROFILMED
APR 24 1993

1 appear unpaid on the proper official record.

2 III.

3 The parties of the first part covenant and agree to execute
4 and deliver into escrow with the hereinafter mentioned escrow holder,
5 a good and sufficient Warranty Deed conveying title to the above
6 described premises and property to the parties of the second part,
7 together with a copy of this instrument and the Warranty Deed. In
8 addition to this instrument, the seller shall further furnish Title
9 Insurance in the amount of the purchase price hereunder, as evidenced
10 by a copy of a Policy which is attached hereto.

11 In addition, there shall be deposited a Quitclaim Deed from
12 the parties of the second part to the parties of the first part, it
13 being the intent of such Deed that, if this contract is forfeited
14 under any of the provisions herein contained, the said Quitclaim
15 Deed is to revert in the Vendor, full title to the said property,
16 free and clear of any claim of the parties of the second part, so
17 as to prevent the necessity of any quiet title, or other legal pro-
18 ceedings, to perfect such title in the parties of the first part
19 following forfeiture.

20 The Escrow agent shall be and hereby is authorized to receive
21 all payments made under this Agreement, excepting only the option
22 payment and the down payment to be made at the time of the execution
23 of this agreement.

24 IV.

25 IT IS UNDERSTOOD AND AGREED BETWEEN the parties hereto that
26 the parties of the second part shall have the privilege of unlimited
27 prepayment only after five (5) years from the date of this Agree-
28 ment.

29 V.

30 IT IS AGREED between the parties hereto that the escrow holder
31 will be the Idaho First National Bank, N.A., Cottonwood Branch,
32 Cottonwood, Idaho, of the instruments involved in this transaction;

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1 that all such instruments are to be placed in Escrow, as aforesaid,
2 and to be delivered to the parties of the second part upon the
3 completion of the terms of this Agreement.

4 VI.

5 The parties of the second part covenant and agree not to commit
6 or permit waste and to keep and maintain the premises in as good a
7 condition as the same now are, reasonable wear and tear and damage
8 by the elements excepted. Parties of the first part shall have the
9 right to all reasonable times to enter upon said real estate for the
10 purposes of inspecting the same during the term of this contract.

11 Parties of the second part may enter into possession and may
12 continue to have possession of said premises under this Agreement
13 as long as they are not in default under the terms of this Agree-
14 ment, and they accept such premises in their present condition,
15 they having examined the same personally and are familiar with the
16 condition, quality and quantity and they have determined the bound-
17 aries thereof. In making this purchase, the purchasers rely solely,
18 upon their investigation and knowledge of the foregoing and not upon
19 any representation by the parties of the first part or any agent
20 or agents thereof as to the status of the title or the condition
21 of the said property nor the location of any boundary lines, nor as
22 to the acreage or number of square feet or frontage contained in
23 the real property hereinabove described. Parties of the second
24 part have further been informed and understand that the property
25 herein described has not been surveyed for the purpose of this
26 Agreement, and that the parties of the first part are not responsible
27 or liable to obtain or provide a survey of said property.

28 VII.

29 IT IS UNDERSTOOD AND AGREED between the parties hereto that the
30 parties of the second part will obtain and keep in full force and
31 effect, fire insurance, at the full insurable value, upon the improve-
32 ments located on said premises, with proper loss payable clauses

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1 attached thereto, payable to the parties of the first part, as their
2 interest appears and parties of the second part will deposit such
3 fire insurance policy or policies, with the receipt for the premiums
4 so prepaid, with the escrow holder hereinbefore mentioned. Any sums
5 realized from the payment by the insurance company or companies upon
6 such insurance policy or policies may be applied by the parties of
7 the second part to the repair or construction of an improvement
8 replacing the damaged or destroyed improvement on the property, or,
9 in the event the parties of the second part do not elect to repair
10 or reconstruct a damaged or destroyed improvement, then said sums
11 as payable under the insurance policy or policies shall be applied
12 wholly against any indebtedness due to parties of the first part
13 pursuant to the terms of this Agreement, the parties of the second
14 part retain any sums in excess of the balance payable under this
15 agreement.

16 VIII.

17 IT IS AGREED that the provisions of this contract shall apply
18 to and bind the heirs, executors, administrators and assigns of the
19 parties hereto, and in the event that suit or legal advice is
20 necessary to enforce the performance of any of the covenants and
21 promises herein contained, the parties adjudged to be in default
22 shall pay, in addition to costs and disbursements allowed by law,
23 a reasonable attorney's fees.

24 IX.

25 TIME IS OF THE ESSENCE OF THIS AGREEMENT, and in the event
26 that the parties of the second part shall fail, neglect or refuse
27 to make any of the payments, or in case of any attachment of or
28 execution levy on the property should the same become subject to
29 any liens whatsoever, or if the property be misused, or if the
30 parties of the first part shall at any time deem themselves insecure,
31 or if the said property shall be damaged or destroyed, or if they fail
32 to keep any of the covenants herein provided and on their part to

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1 be performed, then the parties of the first part may give the parties
2 of the second part a notice in writing, demanding the payments or
3 the performance of the covenants in default, within thirty (30) days.
4 If the same remains unpaid or unperformed at the expiration of the
5 said thirty (30) days, the parties of the first part may terminate
6 this agreement, and retain all sums paid hereunder as liquidated
7 damages for the breach of this contract, and as a reasonable rental
8 of the said real estate, it being mutually agreed and understood that,
9 in the nature of the case, it would be impractical and extremely
10 difficult to fix the actual damages on account of such breach, and
11 be relieved of all further liability under the terms of the agreement.
12 In the event of such cancellation and termination of this contract,
13 the parties of the second part covenant and agree to quietly and
14 peacefully yield possession of said premises upon demand. In the
15 event any suit or action is instituted to enforce any of the terms
16 or agreements of this contract or to retain possession of the said
17 premises, the prevailing parties shall be entitled to collect, in
18 addition to the costs and disbursements allowed by law, a reasonable
19 sum for attorney's fees in such suit or action. The sellers may,
20 however, at their option, enforce this contract according to its
21 legal effect, including an action for the balance of the purchase
22 price and interest; and the provisions of forfeiture and cancella-
23 tion of this contract, as above set forth, shall not be deemed as
24 a waiver of any damages claimed or sustained by the sellers on account
25 of any breach. It is stipulated that a notice in writing sent by
26 United States mails, addressed to the parties of the second part at
27 Grangeville, Idaho, shall be sufficient notice under the terms
28 of this Agreement wherein it is specified that notice be given the
29 other parties in writing.

30 X.

31 Parties of the second part covenant and agree that they will
32 not record this agreement or any other legal instrument whatsoever

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1 in any way affecting or describing said real property or any part
2 thereof without the express written consent of the parties of the
3 first part.

4 XI.

5 The failure of the parties of the first part to strictly enforce
6 the terms and conditions of this contract shall never be construed
7 to constitute a waiver of the parties of the second part's strict
8 performance of the terms and conditions of this agreement, and the
9 parties of the first part may, at any time that the parties of the
10 second part are in default, enforce any remedies that they may have
11 without previous notice to the parties of the second part.

12 XII.

13 Parties of the second part covenant and agree that should they
14 place any buildings, pipes or improvements upon the property des-
15 cribed except such as they may have received a deed for, the same
16 shall be part of said property and pass to and belong to the parties
17 of the first part without reservation and without any cost to part-
18 ies of the first part, or reimbursement by them to parties of the
19 second part; that during the existence of this agreement, parties of
20 the second part shall not remove any buildings, pipes, improvements
21 or fixtures of any kind now or hereafter placed on said premises
22 without the written consent of the parties of the first part had and
23 obtained. The parties of the second part further covenant and agree
24 that subject to the terms of this agreement, they shall not assign
25 their rights pursuant to the provisions of this agreement to any
26 other party, either by voluntary act or by operation of law, without
27 first having obtained the consent in writing of the parties of the
28 first part. Consent, as required pursuant to the terms of this
29 paragraph, shall be withheld only in the event that such conduct by
30 the parties of the second part may adversely influence the value of
31 the security interest of the parties of the first part.

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XIII.

Parties of the second part will at all times during the existence of this agreement, until the purchase price has been paid in full, pay, discharge, hold harmless and indemnify the parties of the first part against:

1. Any and all liens and charges of any kind and nature which may at any time be established against said premises or any part thereof, as a consequence, direct or indirect, of the existence of the purchasers' interest under this agreement.
2. Any and all loss, costs, damages or expenses sustained by the sellers (including attorney's fees) on account of or through the use of said premises, or of any part thereof, by the purchasers or by any other person having possession of said premises through or with the consent of the purchasers, implied or express, arising out of or directly or indirectly due to any failure of the purchasers in any respect promptly and faithfully to perform and satisfy their obligations under this agreement, arising out of or directly or indirectly due to any liability whatsoever resulting from the use of said premises or to any part thereof, under this agreement for which the said premises or any part thereof, or the sellers, as owners thereof or interested therein, may hereafter, without the fault of the sellers, prior to the termination of this agreement and to the delivery to the sellers of said premises become liable; and especially (but not exclusively) any such loss, cost, damage or expense that may arise under any ordinance or statute of any municipal or governmental regulations.

XIV.

IT IS AGREED that upon the exercising of said Option and the payment of the down payment, as hereinbefore provided for, the TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00), a Deed will be made, executed and delivered by the parties of the first part to the parties of the second part to ten (10) acres of the hereinbefore described land more particularly described as the Northeast Quarter Northeast Quarter, Southeast Quarter (NE1/4NE1/4SE1/4) in Section Four (4), Township Thirty (30), Range Four (4) E.B.M., Idaho County, Idaho.

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There is specifically granted by the parties of the first part to the parties of the second part a first option to purchase in the event parties of the first part ever decide to sell the remainder of their property such option being upon that certain described property heretofore excepted from the description being sold hereunder, which property is being retained by parties of the first part together with an addition thereto of the Southeast Quarter of the Northwest Quarter (SE1/4NW1/4) of Section Three (3), Township Thirty (30), North Range Four (4), E.B.M., Idaho County, Idaho, being approximately a total of 45.09 acres, subject to a retention therefrom by the parties of the first part of one (1) acre of land, which one (1) acre of land may be anywhere within the aforescribed 45.09 acres as chosen by parties of the first part; the Option to Purchase the aforescribed remainder of parties of the first parts' property to be subject, however, to such reasonable price as they may set upon such property if and when they desire to sell the same.

XVI.

IT IS FURTHER UNDERSTOOD between the parties hereto that parties of the first part retain a water right upon two (2) springs upon the property which they are keeping provided, however, that the parties of the second part are granted an easement to lay pipe (which must be buried) for the connecting of such pipes for the aforesaid springs and the parties of the second part are granted the right of the use of water from such springs. Subject, however, to the prior right of the parties of the first part and such right of the parties of the second part to such use of water to be expressly inferior to the parties of the first part in such a manner that parties of the second parts' use of such water must not at any time interfere with the prior and superior right of parties of the first parts' use of such water.

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XVII.

Parties of the second part may, with the express written permission of parties of the first part, sell any of the land being sold by virtue of this contract, which is located in Section Four (4) Township Thirty (30), North Range Four (4), E.B.M., in Idaho County, Idaho, but in the event of any such sale they must forthwith and immediately pay one-half (1/2) of any such purchase price upon such land sold to the parties of the first part to be applied upon the balance remaining due upon this contract and such permission to sell may be withheld by parties of the first part if they feel that any such sale would adversely effect their remaining security under this agreement; to this extent paragraph IV is modified.

XVIII.

It is acknowledged by all parties that the terms of this agreement may, to some extent, vary from the terms contained in any original receipt and agreement to purchase, and/or exchange of real property agreement, and/or any other preliminary agreements made prior to the signing hereof in connection with this transaction. The parties hereto acknowledge and agree that this agreement shall supersede all such previous agreements, that there are no other agreements not herein contained, and they do hereby waive any claim each against the other, and/or against the agent or agents of the parties hereto by reason of such variance, it being agreed by all parties that the terms hereof shall control, and are accepted by all parties, over any conflicting provisions of such preliminary agreements or any of them.

XIX.

In the event any portion of this contract or part thereof shall be determined by any Court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions hereunder or parts thereof shall remain in full force and effect; and shall in no way be affected, impaired or invalidated thereby, it being

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understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provisions or part thereof.

XX.

This document is the entire, final and complete agreement of the parties hereto pertaining to the sale and purchase of the hereinafore described property.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

Frank M. Scott
FRANK M. SCOTT

Evelyn G. Scott
EVELYN G. SCOTT

Parties of the First
part.

Elizabeth Renee Potter
ELIZABETH RENEE POTTER

Lee C. Potter
LEE C. POTTER

Parties of the Second
part.

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GRANGEVILLE, IDAHO 83530

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1 STATE OF IDAHO
2 County of IDAHO)

3 On this 4th day of ^{JANUARY} ~~September~~, 1978, before me, the undersigned,
4 a Notary Public in and for the State of Idaho, personally appeared
5 FRANK M. SCOTT and EVELYN G. SCOTT, husband and wife, known to me
6 to be the persons whose names are subscribed to the within and fore-
7 going instrument, and acknowledged to me that they executed the
8 same.

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

11
12 (SEAL)

Carol B. Mortsema
Notary Public in and for the
State of Idaho; Residing at
Grangeville, therein.

13
14
15 STATE OF IDAHO
16 County of IDAHO)

17 On this 4th day of ^{JANUARY} ~~September~~, 1978, before me, the undersigned,
18 a Notary Public in and for the State of Idaho, personally appeared
19 LEE C. POTTER and ELIZABETH RENEE POTTER, husband and wife, known
20 to me to be the persons whose names are subscribed to the within
21 and foregoing instrument and acknowledged to me that they executed
22 the same.

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

25
26 (SEAL)

Carol B. Mortsema
Notary Public in and for the
State of Idaho; Residing at
Grangeville, therein.

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**PIONEER NATIONAL
TITLE INSURANCE**

A TICOR COMPANY

Policy of Title Insurance

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, PIONEER NATIONAL TITLE INSURANCE COMPANY (a Stock Company), a California 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, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

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

This policy shall not be valid or binding until countersigned below by a validating officer of the Company.

Pioneer National Title Insurance Company

by John E. Flood, Jr.
President

Attest [Signature]
Secretary

O-E - 020484

IDAHO COUNTY TITLE COMPANY, INC.

Countersigned:

By Kenneth A. Houghton
Validating Signatory

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1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
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 and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (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.

Conditions and Stipulations

1. Definition of Terms

The following terms when used in this policy mean:

- (a) "insured" - the insured named in Schedule A and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant" - an insured claiming loss or damage hereunder.
- (c) "knowledge" - actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.
- (d) "land" - the land described, specifically or by reference in Schedule A and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage" - mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records" - those records which by law impart constructive notice of matters relating to said land.

2. Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. Defense and Prosecution of Actions - Notice of Claim to be Given by an Insured Claimant

- (a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or a defense interposed against an insured in an action to enforce a contract for a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.
- (b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if

title to the estate or interest, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required, provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. Notice of Loss - Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. Options to Pay or otherwise Settle Claims

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
 - (ii) the amount of insurance stated in Schedule A.
- (b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. Limitation of Liability

No claim shall arise or be maintainable under this policy

- (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice;
- (b) in the event of litigation 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, as provided in paragraph 3 hereof; or
- (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. Reduction 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. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. 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 either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured 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. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. 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 said 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 such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. Subrogation upon Payment or Settlement

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act

of such insured claimant, such 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 hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. 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 any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy. No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice-President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. 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 its Home Office, Claims Department, 6300 Wilshire Boulevard, Los Angeles, California 90048.

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No.

O-E - 020484

Date of Policy:

September 15, 1978

Amount of Insurance:

\$ **100,000.00**

Premium:

\$ **407.50**

Agent's Reference No.:

1796

1. Name of Insured:

**LEE C. POTTER and ELIZABETH RENEE POTTER,
husband and wife**

2. Title to the estate or interest covered by this policy at the date hereof is vested in:

**FRANK M. SCOTT and EVELYN G. SCOTT,
husband and wife**

3. The estate or interest in the land described or referred to in this Schedule covered by this policy is Fee Simple.

4. The land referred to in this policy is located in the County of **Idaho,**
State of **Idaho,** and described as follows:

**See EXHIBIT "A"
attached hereto**

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The premium specified in Schedule A is the entire charge for the Title Search, Title Examination and Title Insurance

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EXHIBIT "A"

O-T - 020484
1796

parcel of land situated in Idaho County, Idaho, to-wit:

The SW $\frac{1}{4}$ and a portion of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 3, Township 30 North, Range 4 East of the Boise Meridian, said portion being more particularly described as following; Beginning at the SE Corner of the said SW $\frac{1}{4}$ NW $\frac{1}{4}$ and running
thence W. 80 rods;
thence N. 5 rods;
thence E. 70 rods;
thence N. 16 rods;
thence E. 10 rods;

thence S. 21 rods to the point of beginning;

The E $\frac{1}{2}$ of the SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$ lying E. of the South Fork of the Clearwater River, and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ lying E. of the South Fork of the Clearwater River all in Section 4, Township 30 North, Range 4 East of the Boise Meridian;

LESS and excepting therefrom, however, a strip of ground 125 feet in depth and 1320 feet long consisting of the N. portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ in Section 3, Township 30 North, Range 4 East, Boise Meridian, and excepting and reserving also a tract of land commencing at the SE Corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 3, Township 30 North, Range 4 East, Boise Meridian;

thence running W. 10 rods;

thence running N. 21 rods;

thence running E. 10 rods;

thence running S. 21 rods to the place of beginning.

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APR 24 1993

A82-07067A

This policy does not insure against loss or damage by reason of the following:

STANDARD EXCEPTIONS

- (a) Rights or claims of parties in possession not shown by the public records.
- (b) Easements, or claims of easements, not shown by the public records.
- (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the premises.
- (d) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (e) Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; water rights, claims or title to water.
- (f) Taxes or assessments which are not shown as existing liens by the public records.

SPECIAL EXCEPTIONS

- (a) General taxes for the year 1978, which are a lien, not yet due and payable.
- (b) Right-of-way Deed, including the terms and conditions thereof, by and between the BANK OF COMMERCE, a corporation, and the COUNTY OF IDAHO, STATE OF IDAHO, a municipal corporation, recorded November 3, 1916, under Instrument No. 45673, records of Idaho County, Idaho.
- (c) Right-of-way Deed, including the terms and conditions thereof, by and between H. H. DIBWIG and the STATE OF IDAHO, recorded June 20, 1931, under Instrument No. 95930, records of Idaho County, Idaho.
- (d) Easement as set forth in Quitclaim Deed, including the terms and conditions thereof, by and between LOYD E. RUPE and MURL RUPE, his wife, and CLIFFORD R. LYNN, a married man, recorded July 6, 1943, under Instrument No. 142283 records of Idaho County, Idaho.
- (e) All rights of way for public utilities and public roads as the same now exist over and across the herein described property.

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APR 24 1993

A82-07067B

RECEIVED

SEP - 4 2001

Department of Water Resources

Idaho Water Resources
1301 N. Orchard
Boise, ID. 8706-2237

Dear Sally.

Here is the information you requested
in our phone conversation on 8-31-01

Darrell Gene McKenzie & Hattie June McKenzie
1761 Tom Ho Rd.
Orofino, ID. 83544



Darrell & Hattie McKenzie
1761 Tom Ho Rd.
Orofino, ID 83544

Telephone number 208-476-3318

Water Resource number 82-07067B

Thank you for being so helpful

reword modified 9-5-01,
P.D. Sans.

Sincerely

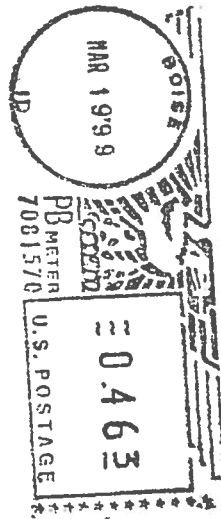
Hattie McKenzie

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 North Orchard Street, P.O. Box 83720
Boise, Idaho 83720-0098

~~POSTAGE WILL BE PAID BY ADDRESSEE~~

ADDRESS SERVICE
REQUESTED

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



IMPORTANT WATER RIGHT INFORMATION

82-07067B
DARRELL G MC KENZIE
HATTIE J MC KENZIE
HCR 66 BOX 367B
KOOSKIA ID 83539

AUTO 83539

RECEIVED

MAR 20 1999

Department of Water Resources





State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

March 12, 1999

DIRK KEMPTHORNE
GOVERNOR

KARL J. DREHER
DIRECTOR

82-07067B
DARRELL G MC KENZIE
HATTIE J MC KENZIE
HCR 66 BOX 367B
KOOSKIA ID 83539

RE: Domestic and/or Stockwater Rights in Reporting Area 22, Basin 82
Snake River Basin Adjudication (SRBA)

Dear Water Right Claimant(s):

Please find enclosed the Idaho Department of Water Resources recommendations for your domestic and/or stockwater water right(s) in basin 82 (part of the Clearwater River drainage area). We have also enclosed instructions for reviewing (1) your recommended water right(s), and (2) other recommended domestic and stockwater right(s) in your area. Water rights for irrigation and other purposes in basin 82 will be recommended in a later process.

Note that you have 180 days in which to file any objection to our recommendation and to review the domestic and stockwater water rights of other claimants, including those of the United States. Information on the other water rights can be found at the county courthouses in Grangeville, Lewiston, Nezperce, Orofino, Moscow, Wallace, and all of the Idaho Department of Water Resources offices (see addresses in enclosure).

If the Court does not receive an objection from you about our recommendation, and no other party objects to your water right, your water right will be decreed as recommended after the 180-day objection period. You will receive your decree from the SRBA Court.

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

Sincerely,

Karl J. Dreher
Director

Enclosures

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

RIGHT NUMBER: 82-07067B

NAME AND ADDRESS: DARRELL G MC KENZIE
HATTIE J MC KENZIE
HCR 66 BOX 367B
KOOSKIA ID 83539

SOURCE: SPRING TRIBUTARY: SINKS

QUANTITY: 0.04 CFS
1.55 AFY

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

PRIORITY-DATE: 09/05/1979

POINT OF DIVERSION T30N R04E S03 SESENW Within IDAHO County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	STOCKWATER	01-01 12-31	0.01 CFS
			0.35 AFY
	DOMESTIC 1 HOME	01-01 12-31	0.03 CFS
			1.2 AFY

PLACE OF USE: STOCKWATER Within IDAHO County
T30N R04E S03 SENW

DOMESTIC Within IDAHO County
T30N R04E S03 SENW

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

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

EXPLANATORY MATERIAL: BASIS OF CLAIM - LICENSE
RIGHT NO. 82-07067A IS ALSO DIVERTED THROUGH THE POINT OF
DIVERSION DESCRIBED ABOVE.
PARCEL NO. RP30N04E034210A
STOCKWATER, 20 RANGE CATTLE

FEB-23-1995
0156

1

RIGHT NUMBER	NAME & ADDRESS	PRIORITY DATE	PURPOSE OF USE	PERIOD OF USE FROM TO	MAXIMUM QUANTITY	BASIS OF CLAIM
82-070678	DARRELL G MC KENZIE HATTIE J MC KENZIE HCR 66 BOX 3678 KOOSKIA ID 83539	09/05/1979	STOCKWATER DOMESTIC	01-01 12-31	0.01 0.35 0.03 1.2 0.04 1.55	CFS AFY CFS AFY CFS AFY
NON-IRRIGATION USES: DOMESTIC, 1 HOME, STOCKWATER, 20 RANGE CATTLE D/7 HOMES, 8/40 RANGE						
SOURCE: SPRING						
POINT OF DIVERSION:						
T30N R04E S03						
PLACE OF USE: STOCKWATER						
T30N R04E S03						
PLACE OF USE: DOMESTIC						
T30N R04E S03						
REMARKS: DIVERSION DESCRIBED ABOVE.						
RIGHT NO. 82-070678 IS ALSO DIVERTED THROUGH THE POINT OF						
PARCEL NO. RP30N04E034210A						

See 82-070678 for comments
on recommendation. At 11-23-98

AFY used for

DIVERSION
VOLUME

0.3 AFA
1.2 AFA

1.5 AFA

Stage: LICENSE

IDAHO County

2
2
•

.. ..

•

.. ..

Non-Irrigation Uses: DOMESTIC, ONE HOME; STOCKWATER, 20 RANGE CATTLE

RIGHT NO. 82-07067A IS
DIVERSION DESCRIBED ABOVE.

Exam Made Date: 09/22/1992

Water District Number:

Date: 09/22/1992 User-ID: KEEN Subject: COPIED FROM REMARKS
THIS PORTION OF THE WATER RIGHT WAS SPLIT 05/21/90. A82-07067A
PORTION OF OF THE WATER RIGHT IS SECONDARY TO A82-07067B AS PER
ESCROW AGREEMENT.

Date: 09/22/1992 User-ID: KEEN Subject: CLAIM REVIEW
DESKTOP REVIEW, RECOMMENDATIONS, AND DATA ENTRY BY S.W. KEEN.

Audit: 09/22/92 KEEN

09/22/92 KEEN

Verified by

5.13.2012
NOT FILMED

APR 24 1993

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
CLAIM VERIFICATION EXAM SHEET
FOR DOMESTIC AND STOCKWATER CLAIMS IN PLACE OF A CVR

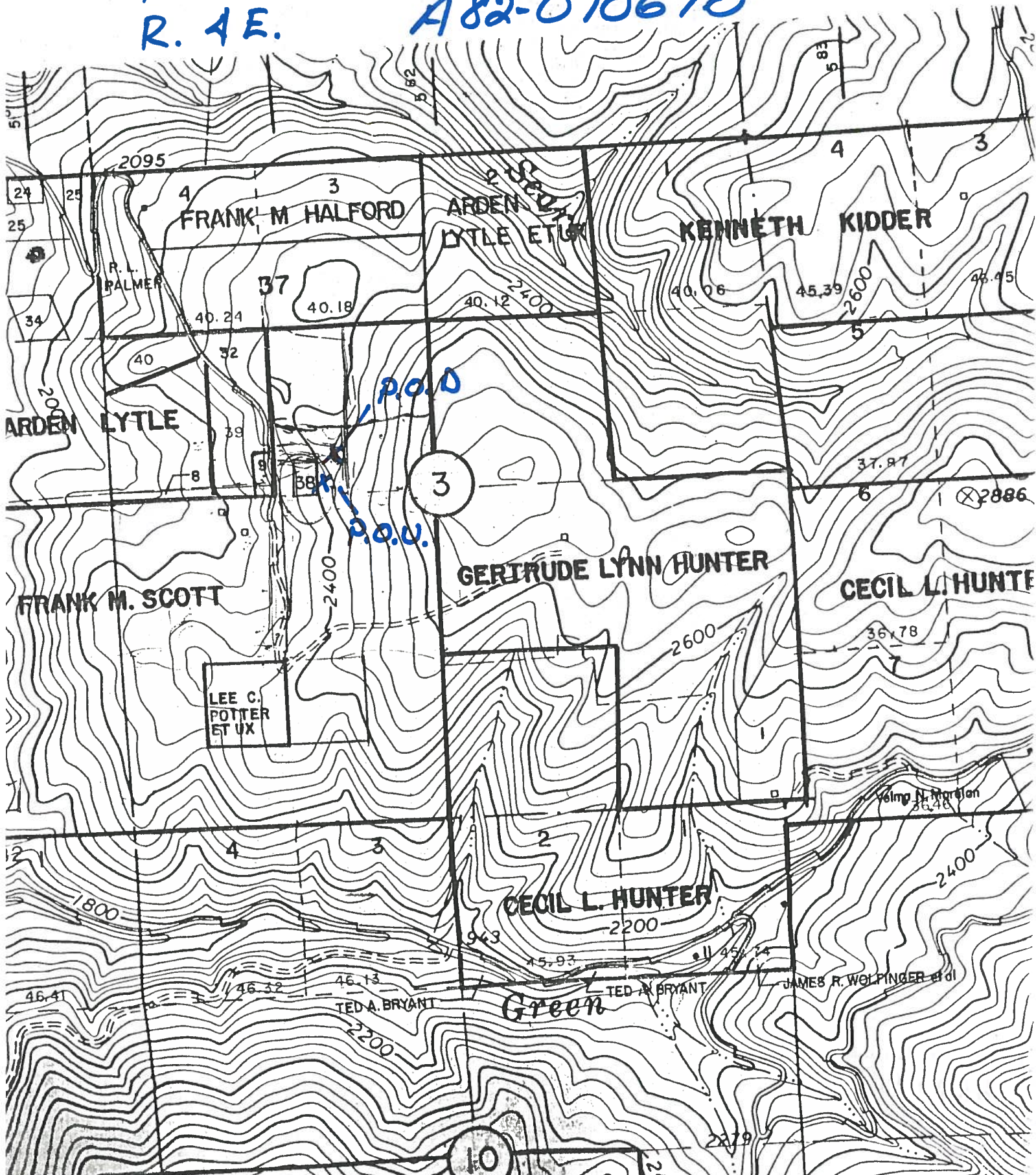
1. ☒ No Change NAME:
☒ NEW OWNER: Lucas, Cameron C. and Anita D.
☒ No Change ADDRESS:
☒ NEW ADDRESS: RR 2
Johnson KS 67855
☐ DATA ENTRY STANDARDS CHECKED?
2. ☒ No Change - DATE OF PRIORITY: No Field Verification Needed.
☐ CHANGE- Priority date, per claimant, is _____.
(if the priority date, based on your exam, seems questionable, explain in COMMENTS.)
3. ☒ No Change - SOURCE:
☐ CHANGE - Different Source found: _____.
4. ☐ No Change - POINT OF DIVERSION:
☒ Point of diversion is different than the claim
New P/D: Twp. 30N, Rge. 4E, Sec. 3, SE 1/4 SE 1/4 NW 1/4
Spring Source: 10-acre legal verified by field examiners map in license file
Note: If the 10-acre tract is shown on the claim, then verification of the 10-acre parcel is needed. Otherwise the 10-acre tract is not required, unless the source is a spring.
5. ☒ No Change - DESCRIPTION OF DIVERTING WORKS:
☐ Incomplete desc., complete items missing, IF KNOWN.
HP of pump _____ Static water level _____ Well depth _____
Casing size _____ Pumping water level _____ Gravity flow _____
Method of irr. _____
6. ☒ No Change - WATER USES:
☐ Different uses, (list uses found).
Use _____ From _____ To _____ Amount _____ cfs _____ af
Use _____ From _____ To _____ Amount _____ cfs _____ af
7. ☐ No Change - TOTAL VOLUME:
☒ Change found, The new total is, -- -- -- cfs 1.2 af Domestic
0.35 af Stockwater
1.
8. N/A
9. ☐ No Change - NON-IRRIGATION USES: Completed on claim
☒ Incomplete on claim - Exam found:
Domestic - No. of homes _____ Stockwater - No. of head _____
Other: Limit to 20 head of stock, which is 1/2 original number of 40.
☒ DATA ENTRY STANDARDS (correct to...)
Domestic, one home; stockwater, 20 range cattle

MICROFILMED

APR 24 1993

T. 30 N.
R. 4 E.

A82-070678



IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT

~~ELD~~ (D) NUMBER -

+ - - - - - ADDRESS - - - - - +

STATE- ID ZIP- 83530

+ - - - STATUS - - - - +

+ - - - - - - - - TRIBUTARY - - - - - - - - - - +
SINKS

CODE	DESCRIPTION	PERIOD FROM	PERIOD TO	WATER USE	DIVERSION RATE	DIVERSION VOLUME
1	1	1	1	1	1	1
2	2	2	2	2	2	2
3	3	3	3	3	3	3
4	4	4	4	4	4	4
5	5	5	5	5	5	5
6	6	6	6	6	6	6
7	7	7	7	7	7	7
8	8	8	8	8	8	8
9	9	9	9	9	9	9
10	10	10	10	10	10	10
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15	15	15	15	15	15	15
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62	62	62	62	62	62	62
63	63	63	63	63	63	63
64	64	64	64	64	64	64
65	65	65	65	65		

0.060

TWN	RNG	SEC	TRACT	LOT	ACRES	PLACE OF USE CODE	DESCRIPTION	COUNTY
-----	-----	-----	-------	-----	-------	----------------------	-------------	--------

(49) IDAHO
(49) IDAHO
(49) IDAHO
(49) IDAHO

JAN 17 1935

WATER RIGHT NUMBER - A82-07067

PREFIX TRANSLATION: ADJUDICATION CLAIM

+ - - DIVERSION MEANS - COLLECTION BOX INTO TANK, GRAVITY FLOW PIPELINE TO HOUSE.

+ - - NON-IRRIGATION USE - D/2 HOMES, S/40 RANGE.

+ - - OTHER RIGHTS FOR SAME USE - NONE

+ - - - - - REMARKS - - - - -

***** MEMO TO FILE *****
THIS WATER RIGHT NEEDS TO BE SPLIT. THE SCOTT'S HAVE CLAIMED TWO
HOUSES, HOWEVER, POTTER'S OWN THE SECOND HOUSE AND HAVE FILED A
CLAIM OF THEIR OWN (A85-07067A). CLAIM A85-07067 SHOULD BE FOR
ONLY ONE DOMESTIC USE. CLF

+ - - - - - OLD WATER RIGHT NUMBERS - - - - -

NO OLD WATER RIGHT NUMBERS FOUND.

+ - - - - - CONDITIONS OF APPROVAL - - - - -

NO CONDITIONS OF APPROVAL FOUND.

+ - - - - DECREE PLAINTIFF - - - +

+ - - - - DECREE DEFENDANT - - - +

+ - DECREE DATE - +
00/00/0000

+ - - AUDIT FIELDS - 07/21/88 FRITSCHL 07/25/88 MOBILE2 08/03/88 FRITSCHL 09/26/89 REFUNDML 04/13/92 FLEGEL
04/15/92 FLEGEL

+ - - - - - COMMENTS - - - - -

NO COMMENTS FOUND

+ - - - - - ADJUDICATION RIGHTS DATES AND FLAGS AREA - - - - -

COURT REPORT FILING - 00/00/0000
OBJECTION FILED DATE - 00/00/0000
RESPONSE FILED DATE - 00/00/0000
CLAIM RECEIVED DATE - 06/30/1988
PROOF DUE DATE - 00/00/0000
LICENSED DATE - 00/00/0000
CLAIMS TAPE ERROR FLG -
FEE EXEMPT FLAG -

FIELD INSPECTION MADE - 00/00/0000
FIELD INSPECTION FLAG -
VERIFIED DATE - 04/15/1992
LAST AMENDED DATE - 00/00/0000
PROOF MADE DATE - 00/00/0000
RECEIPT NUMBER - C001688
POU OWNERSHIP FLAG - Y
NAME CONNECTOR - AND

CIVIL CASE NUMBER - 39576
OLD CASE NUMBER -
OLD JUDICIAL DISTRICT -
TEMPORARY RIGHT - P
WATER DISTRICT -
FEDERAL/STATE INDICATOR - S
PRESUMPTION FLAG -
NOTICE OF ERROR FLAG -

RP 30 NO46030610 A

DATA ENTRY

ENTERED 11-30-93

CHECKED 4-1-94

Verified By:
Tara L. Hodge-PO
ASCS 110
Watermaster Records
NAPP Photos
Field Exam
Other (See Remarks)
County Records
Witness Statement
Project Records
IDWR Records

VERIFIED

JAN 20 1993

CERTIFIED
APR 22 1993
WATER EXAMINER

07/25/92 08:18:56
PAGE 1

OLD (D) NUMBER -

+ - - - - - ADDRESS - - - - - +

PHONE - 509-758-6660

+ - - - STATUS - - - - +

+ - - - - - - - - TRIBUTARY - - - - - - - - - - +
SINKS

STREAM INDEX (BLANK IF NO INDEX CODE)

0.030

COUNTY

(49) IDAHO

- - - CONDITIONS OF APPROVAL - -
NO CONDITIONS OF APPROVAL FOUND.

JAN 17 1950

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIMS PROOF READING REPORT

CERTIFIED
APR 23 1993
WATER EXAMINER