

IDWR/NORTHERN

Place of Use

Point of Diversion

2900

0800

3200

part
014

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

In Re CSRB

Case No. 49576

) Claim No: 94-8115
) Claim No: 94-_____
) Claim No: 94-_____
)
) AFFIDAVIT OF DAVID BRADLEY
) CORKILL IN SUPPORT OF WATER
) ADJUDICATION CLAIMS FILED FOR
) WHITEMAN LUMBER CO., INC.

STATE OF IDAHO)
) ss.
County of Benewah)

THE UNDERSIGNED, DAVID BRADLEY CORKILL, President of Whiteman Lumber Co., Inc. submits this Affidavit in support of certain water adjudication claims filed in the above-entitled case:

1. This Affidavit is filed by the President of Whiteman Lumber Co., Inc. in support of the above-entitled Claims for Water Adjudication based upon beneficial use with a priority date of September 19, 1935.
2. Whiteman Lumber Co., Inc., an Idaho Corporation, and Whiteman Lumber Company, the predecessor partnership, owned and operated a business related to the transport and delivery of mine timbers to the "mines of the Coeur d'Alenes" beginning in 1928, and later for the processing of sawed mine timbers.
3. In 1935, real property was purchased for a sawmill and log yard and the Whiteman Lumber Company business was relocated to its present location in Kootenai County. The beneficial use of surface water and groundwater for the company's operations included water for industrial, commercial and domestic purposes from several sources.

4. Whiteman Lumber Co., Inc. is currently the owner in fee simple of certain real property located in Kootenai County, Idaho identified as parcels 49N01E286400, 49N01E297250, 49N01E297600, 49N01E298900, 49N01E320800, and 49N01E333200 as more specifically described in **Exhibit A**, attached hereto and also depicted in a map included with this Affidavit as **Exhibit B**.
5. In 1998, I purchased all of the shares of stock in Whiteman Lumber Co., Inc. with my wife, Mary E. Corkill, from the Whiteman family shareholders. We are the sole directors and officers of the corporation. I have served as the President and Mary E. Corkill has served as the Secretary and Treasurer since the date of purchase.
6. We are in possession of all existing partnership and corporation records for the Whiteman Lumber Company. A true and correct copy of an excerpt of minutes from records of the Whiteman Lumber Company is attached hereto, together with a true and correct copy of the original agreement for the purchase of the current sawmill and log yard site between Mullen (Seller) and Whiteman Lumber Company (Buyer) as **Exhibit C**, executed on September 19, 1935.
7. Upon information and belief, including the records of the corporation and deeds of record, Whiteman Lumber Co., Inc. is entitled to decreed water rights based upon beneficial use of water for commercial, industrial and domestic purposes since September 19, 1935 as follows:
 - A. Surface water diverted from an existing stream in Whiteman Draw, which was originally used to fill a boiler tank or tanks for the operation of the sawmill with steam, and later used for fire suppression and dust control at the original sawmill site with a gravity flow pipeline which is stored in tanks located at the sawmill.
 - B. Original well site which originally served one home formerly owned and occupied by the Whiteman family and the corporate offices at the sawmill site. A replacement well was drilled in 1995 as described in the well driller report #94-95-N-26. A true and correct copy of the 1995 well driller report is attached hereto as **Exhibit D**.

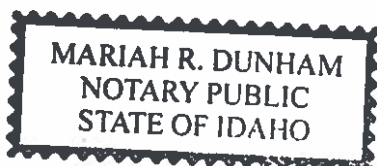
- C. Surface water was originally diverted on the east side of Dredge Road and stored in a containment pond from seeps and springs for log yard sprinkling, fire suppression and dust control beginning in 1935. Later, a well was drilled next to the pond to supplement or replace this surface water source and I had a new well drilled in 1992 as described in the well driller report #94-92-N-10. A true and correct copy of the 1992 well driller report is attached hereto as **Exhibit E**.
8. The priority date for each of the water adjudication claims filed by Whiteman Lumber Co., Inc. should be September 19, 1935 at each point of diversion, and the place of use for each point of diversion should be the all of the real property owned by Whiteman Lumber Co., Inc. for sawmill and log yard operations in Kootenai County, Idaho.

WHITEMAN LUMBER CO., INC.

David Bradley Corkill
David Bradley Corkill, President

On this 01st day of January, 2016, before me a notary public for the State of Idaho, personally appeared David Bradley Corkill, known or identified to me to be the president of Whiteman Lumber CO., INC., the corporation that executed the 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.



Marlene R. Dunham
NOTARY PUBLIC FOR IDAHO
Residing at: St. Marv's, IDAHO
My Commission Expires: 6/21/2018

Kootenai County, Idaho

generated on 12/18/2015 6:42:22 PM CST

Parcel

Parcel Number	AIN	Situs Address
49N01E286400	116158	

Owner Information

Owner Name	WHITEMAN LUMBER COMPANY INC
Owner Address	32859 E CANYON RD CATALDO ID 83810

Transfer Date**Document #****Deed Book/Page**

Location / Description

Tax Authority Group	242000	Current Legal Desc.	PTN TAX #8287 [IN 28-49N-01E REM IN 29-49N-01E AS 51-224-3] Section 28 Township 49N Range 01E
Situs Address			
Acreage	6.5650		

Parcel Type

Property Class Code	512- Rural residential tract
Neighborhood Code	6010 RURAL CATALDO-ROSE LAKE

Assessment Information

Appraisal Date	08-19-2015	Current Year	2015	Prior Year	2014
Market Value Land	\$65	Homeowners Eligible Amt Land	\$0	Homeowners Eligible Amt Land	\$0
Market Value Improvement	\$0	Homeowners Eligible Amt Imp	\$0	Homeowners Eligible Amt Imp	\$0
Total Market Value	\$65	Sum Homeowners Eligible Amt	\$0	Sum Homeowners Eligible Amt	\$0
		Homeowners Exemption Allowed	\$0	Homeowners Exemption Allowed	\$0
Acreage	6.5650	Total Market Value	\$65	Total Market Value	\$65
		Homeowners Exemption Allowed	\$0	Homeowners Exemption	\$0
		Ag/Timber Exemption	\$0	Ag/Timber Exemption	\$0

EXHIBIT A

Other Exemptions	\$0	Other Exemptions	\$0
Net Taxable Value	\$65	Net Taxable Value	\$65

Kootenai County, Idaho

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Parcel

Parcel Number	AIN	Situs Address
49N01E297250	181216	,

Owner Name	WHITEMAN LUMBER CO
Owner Address	32859 E CANYON RD CATALDO ID 83810

Transfer Date
Document #
Deed Book/Page

Tax Authority Group	242000	Current Legal Desc.	N 720 FT OF N2-SE 29 49N 01E
Situs Address			
Acreage	43.6360		

Property Class Code	512- Rural residential tract
Neighborhood Code	6010 RURAL CATALDO-ROSE LAKE

Assessment Information					
Appraisal Date	08-19-2015	Current Year	2015	Prior Year	2014
Market Value Land	\$96,154	Homeowners Eligible Amt Land	\$0	Homeowners Eligible Amt Land	\$0
Market Value Improvement	\$0	Homeowners Eligible Amt Imp	\$0	Homeowners Eligible Amt Imp	\$0
Total Market Value	\$96,154	Sum Homeowners Eligible Amt	\$0	Sum Homeowners Eligible Amt	\$0
		Homeowners Exemption Allowed	\$0	Homeowners Exemption Allowed	\$0
Acreage	43.6360	Total Market Value	\$96,154	Total Market Value	\$81,295
		Homeowners Exemption Allowed	\$0	Homeowners Exemption	\$0
		Ag/Timber	\$89,653	Ag/Timber	\$74,794

Exemption		Exemption	
Other Exemptions	\$0	Other Exemptions	\$0
Net Taxable Value	\$6,501	Net Taxable Value	\$6,501

Kootenai County, Idaho

generated on 12/18/2015 6:43:55 PM CST

Parcel

Parcel Number	AIN	Situs Address
49N01E297600	113807	32859 E CANYON RD, CATALDO

Owner Information

Owner Name	WHITEMAN LUMBER CO
Owner Address	32859 E CANYON RD CATALDO ID 83810

Transfer Date
Document #
Deed Book/Page

Location / Description

Tax Authority Group	242000	Current Legal Desc.	S 600 FT-N2-SE Section 29 Township 49N Range 01E
Situs Address	32859 E CANYON RD, CATALDO		
Acreage	36.3640		

Parcel Type

Property Class Code	336- Ind Imp rural tract
Neighborhood Code	32 HEAVY INDUSTRIAL/RP

Assessment Information

Appraisal Date	08-19-2015	Current Year	2015	Prior Year	2014
Market Value Land	\$169,092	Homeowners Eligible Amt Land	\$0	Homeowners Eligible Amt Land	\$0
Market Value Improvement	\$389,340	Homeowners Eligible Amt Imp	\$0	Homeowners Eligible Amt Imp	\$0
Total Market Value	\$558,432	Sum Homeowners Eligible Amt	\$0	Sum Homeowners Eligible Amt	\$0
		Homeowners Exemption Allowed	\$0	Homeowners Exemption Allowed	\$0
Acreage	36.3640	Total Market Value	\$558,432	Total Market Value	\$561,402
		Homeowners Exemption Allowed	\$0	Homeowners Exemption	\$0
		Ag/Timber	\$89,419	Ag/Timber	\$89,419

Exemption		Exemption	
Other Exemptions	\$0	Other Exemptions	\$0
Net Taxable Value	\$469,013	Net Taxable Value	\$471,983

Kootenai County, Idaho

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Parcel

Parcel Number	AIN	Situs Address
49N01E298900	136060	

Owner Information

Owner Name	WHITEMAN LUMBER COMPANY INC
Owner Address	32859 E CANYON RD CATALDO ID 83810

Transfer Date**Document #****Deed Book/Page**

Location / Description

Tax Authority Group	242000	Current Legal Desc.	PTN OF TAX #8287 IN LTS 1,2 SEC 29 Section 29 Township 49N Range 01E
Situs Address			
Acreage	40.6950		

Parcel Type

Property Class Code	512- Rural residential tract
Neighborhood Code	6010 RURAL CATALDO-ROSE LAKE

Assessment Information

Appraisal Date	08-19-2015	Current Year	2015	Prior Year	2014
Market Value Land	\$19,364	Homeowners Eligible Amt Land	\$0	Homeowners Eligible Amt Land	\$0
Market Value Improvement	\$0	Homeowners Eligible Amt Imp	\$0	Homeowners Eligible Amt Imp	\$0
Total Market Value	\$19,364	Sum Homeowners Eligible Amt	\$0	Sum Homeowners Eligible Amt	\$0
		Homeowners Exemption Allowed	\$0	Homeowners Exemption Allowed	\$0
Acreage	40.6950	Total Market Value	\$19,364	Total Market Value	\$17,364
		Homeowners Exemption Allowed	\$0	Homeowners Exemption	\$0
		Ag/Timber	\$0	Ag/Timber	\$0

Exemption**Other Exemptions**

\$0

Net Taxable Value

\$19,364

Exemption**Other Exemptions**

\$0

Net Taxable Value

\$17,364

Kootenai County, Idaho

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Parcel

Parcel Number	AIN	Situs Address
49N01E320800	103928	,

Owner Information

Owner Name	WHITEMAN LUMBER CO INC
Owner Address	32859 E CANYON RD CATALDO ID 83810
Transfer Date	01/01/2006
Document #	
Deed Book/Page	

Location / Description

Tax Authority Group	242000	Current Legal Desc.	PTN TAX #8288 [IN 32-49N-01E REM IN 33-49N-01E AS 51-224-4] Section 32 Township 49N Range 01E
Situs Address			
Acreage	131.3970		

Parcel Type

Property Class Code	512- Rural residential tract
Neighborhood Code	6010 RURAL CATALDO-ROSE LAKE

Assessment Information

Appraisal Date	08-19-2015	Current Year	2015	Prior Year	2014
Market Value Land	\$1,289	Homeowners Eligible Amt Land	\$0	Homeowners Eligible Amt Land	\$0
Market Value Improvement	\$0	Homeowners Eligible Amt Imp	\$0	Homeowners Eligible Amt Imp	\$0
Total Market Value	\$1,289	Sum Homeowners Eligible Amt	\$0	Sum Homeowners Eligible Amt	\$0
		Homeowners Exemption Allowed	\$0	Homeowners Exemption Allowed	\$0
Acreage	131.3970	Total Market Value	\$1,289	Total Market Value	\$1,289
		Homeowners Exemption Allowed	\$0	Homeowners Exemption	\$0
		Ag/Timber	\$0	Ag/Timber	\$0

Exemption		Exemption	
Other Exemptions	\$0	Other Exemptions	\$0
Net Taxable Value	\$1,289	Net Taxable Value	\$1,289

Kootenai County, Idaho

generated on 12/18/2015 6:47:21 PM CST

Parcel

Parcel Number	AIN	Situs Address
49N01E333200	126665	33862 E CANYON RD, CATALDO

Owner Information

Owner Name	WHITEMAN LUMBER COMPANY INC PETTIT ROBERT F III
Owner Address	32859 E CANYON RD CATALDO ID 83810
Transfer Date	08/23/2006
Document #	
Deed Book/Page	

Location / Description

Tax Authority Group	242000	Current Legal Desc.	PTN TAX #8288 EX TAX# [IN 33-49N-01E REM IN 32-49N-01E AS 51-224-2] Section 33 Township 49N Range 01E
Situs Address	33862 E CANYON RD, CATALDO		
Acreage	65.0758		

Parcel Type

Property Class Code	512- Rural residential tract
Neighborhood Code	6010 RURAL CATALDO-ROSE LAKE

Assessment Information

Appraisal Date	08-19-2015	Current Year	2015	Prior Year	2014
Market Value Land	\$34,793	Homeowners Eligible Amt Land	\$0	Homeowners Eligible Amt Land	\$0
Market Value Improvement	\$0	Homeowners Eligible Amt Imp	\$0	Homeowners Eligible Amt Imp	\$0
Total Market Value	\$34,793	Sum Homeowners Eligible Amt	\$0	Sum Homeowners Eligible Amt	\$0
		Homeowners Exemption Allowed	\$0	Homeowners Exemption Allowed	\$0
Acreage	65.0758	Total Market Value	\$34,793	Total Market Value	\$31,024
		Homeowners Exemption Allowed	\$0	Homeowners Exemption	\$0
		Ag/Timber	\$0	Ag/Timber	\$0

Exemption**Other Exemptions****\$0****Net Taxable Value****\$34,793****Exemption****Other Exemptions****\$0****Net Taxable Value****\$31,024**

EXHIBIT B

4 5 6 7

WHITEMAN LUMBER CO.

Mining Timber - Lumber

PHONE 682-2604

CATALDO, IDAHO 83810

Feb. 21, 1974

History of Whiteman Lumber Company

The business now known as Whiteman Lumber Company, was started by F. H. Whiteman (father) and W.E. Whiteman (son) in 1928. Object was to produce and deliver stull (peeled logs) by truck to mines of the Coeur D'Alenes. Prime customers in 1928 were Bunker Hill Company and the Sunshine Mining Company, both of whom are still customers as of this date.

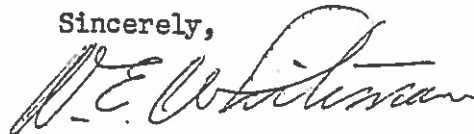
In 1930, the operation was expanded to include a small sawmill to cut and deliver sawed mine timbers to the Sunshine Mine, ~~as~~ service carried on without a break to the present time. Plant was moved to the present site in the winter of 1934 - 1935.

In 1946, H.H. Whiteman & G.K. Whiteman were brought into the business as partners and the company was known as Whiteman & Sons Lumber Company.

F.H. Whiteman retired in 1954 and the business was carried on by the three sons as Whiteman Lumber Co., a partnership.

On the 24th day of September, 1970 the Company was incorporated as Whiteman Lumber Company, Inc. With W.E. Whiteman, President, H.H. Whiteman Vice President, and G.K. Whiteman Secretary, Treasurer. Stock holders and officers remain unchanged as of this date.

Sincerely,



W.E. Whiteman, President

EXHIBIT C

THIS AGREEMENT made and entered into this 19th day of September, 1935, between W. R. MULLEN, of Page, Shoshone County, Idaho, and hereafter called party of the first part and J. W. BICKERSTAFF, F. H. WHITEMAN, WESLEY E. WHITEMAN and W. F. SECAU, the last four named persons being hereinafter called the parties of the second part and the last three named persons being known as the WHITEMAN LUMBER COMPANY, a partnership, witnesseth:

That the said party of the first part does hereby agree to sell unto the said parties of the second part and the said parties of the second part do hereby agree to purchase from the party of the first part, those certain lpts, pieces and parcels of land situate, lying and being in the County of Kootenai, State of Idaho, particularly described as follows, to-wit:

Lots TWO (2), THREE (3), FOUR (4), Section TWENTY-NINE (29), Lot ONE (1), Section THIRTY-TWO (32), Township FORTY-NINE North, 6f Range ONE (1) East of Boise Meridian, containing 77.45 acres more or less.-----

The purchase price of the said property is the sum of THREE THOUSAND FIVE HUNDRED DOLLARS (3,500.00), and the same shall be paid as follows to wit: FIVE HUNDRED DOLLARS (\$500.00) paid at the time of the signing and delivery of this agreement, the receipt whereof is hereby acknowledged by the party of the first part: FIVE HUNDRED DOLLARS (\$500.00) on or before the first day of April, 1936; and the remaining TWENTY FIVE HUNDRED DOLLARS (\$2,500.00) on or before the first day of April, 1938. Each of the said deferred payments shall draw interest at the rate of six per cent (6%) per annum from date until paid and said interest shall be due and payable at the time the installment on which it is payable is due and payable.

The said parties of the second part shall be let into the possession of the said premises on the first day of April, 1936, but not before but they shall be entitled to the possession and use of the said premises so long as they shall not be in default in the payment of the said installments of purchase price and interest as afore-said.

It is understood and agreed that the said J. W. Bickerstaff, of the party of the second part has an undivided one half interest in and to this contract and shall pay one half of said purchase price and interest and the remaining three persons of the parties of the second part have an

undivided one half interest in and to the said contract and shall pay one half of t
said purchase price and interest - that is to say the said Bickerstaff has an
undivided one half interest in and to this contract and the remaining three par-
ties of the second part, each has an undivided one sixth interest therein.

For the purpose of facilitating the transfer of the title to the said
lands, the said party of the first part, who is a widower, has this day, made,
executed and delivered to the FIRST STATE BANK in Kellogg, Idaho, a deed for
the said property in which the said parties of the second part are named as
grantees and the party of the first part as grantor, to be held by the said
Bank in escrow and to be delivered to the said parties of the second part
on their making the payments of purchase price and interest thereon as herein
specified.

It is understood and agreed, however, that time is of the essence of
this agreement as to each and every payment to be made hereunder and in case the
said parties of the first part shall fail to make any of the said payments
as ~~heresinx~~ specified, then their right to purchase the said property shall
terminate at the option of the party of the first part and any and all pay-
ments which may have been made shall be retained by the party of the first part
as rent and liquidated damages for failure of the parties of the second part
to comply with all of th terms of this agreement including the making of the
said payments.

The party of the first part agrees to pay all taxes assessed against
the said property up to and including the taxes levied upon the said property
for the year 1935 and the parties of the second part agree to pay the taxes
levied upon the said property for the year 1936 and each subsequent year until
the said payments have been paid in full or the said property shall have been
redelivered to the party of the ~~xxxxxx~~ first part on the failure of the
parties of the second part to perform.

It is distinctly understood between the parties hereto that the
part~~y~~ of the first part has heretofore conveyed certain rights of way for highway
purposes and that the conveyance to be made to the parties of the second part
is subject to the all rights of way heretofore given by the said ~~parties~~
~~xxxx~~ party of the first part or and his grantors.

This agreement is made in three parts - one part is to be retained

by the party of the first part, one part by the parties of the second part and the third part shall be given to the said Bank for its instruction and guidance and the said Bank is made the agent of the party of the first part to receive the purchase installments and to deliver the said deed in case payment is made in full to the parties of the second part.

In case of forfeiture and the party of the first part declares such forfeiture, the parties of the ~~first~~ second part shall deliver immediate possession of the said premises to the party of the first part. The ~~parties~~ parties of the second part shall keep the buildings on the said premises insured at all times at their costs against fire with a provision in the policy or policies that in case of loss by first the party of the first part shall receive the insurance as his interest may appear. The amount of insurance carried shall be at least \$2,000 and the party of the first part may in default of the second parties carrying such insurance, insure the said improvements and he shall be repaid for the cost of the premiums thereon. Said bank shall attach the required internal revenue stamps on said deed before delivery and take cost thereof out of last payment.

IN WITNESS WHEREOF the parties have hereunto set their hands in triplicate the day and year first above written.

W. R. Mullen

Party of the First part.

170 acres
F. H. Whitteman
Wesley Whitteman
W. J. Secor

Party of the Second part.

STATE OF IDAHO,
County of Shoshone, ss.

On this 19th day of September, 1935, before me, a Notary Public in and for the State of Idaho, personally appeared W. R. MULLEN, a Widower, known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

James E. Hyde
Notary Public for Idaho, residing
at Wallace, Idaho.

Static water level 20 feet below land surface.
Flowing? ☐ Yes ☒ No G.P.M. flow _____
Artesian closed-in pressure _____ p.s.i.
Controlled by: ☐ Valve ☐ Cap ☐ Plug
Temperature _____ °F. Quality GOOD
Describe artesian or temperature zones below.

☒ New well ☐ Deepened ☐ Replacement
☐ Well diameter increase ☐ Modification
☐ Abandoned (describe abandonment or modification procedures such as liners, screen, materials, plug depths, etc. in lithologic log, section 9.)

Discharge G.P.M.	Pumping Level	Hours Pumped
0-40 ESTIMATED	75	1 1/2

☒ Domestic ☐ Irrigation ☐ Monitor
☐ Industrial ☐ Stock ☐ Waste Disposal or Injection
☐ Other _____ (specify type)

78392

Bore Diam.	Depth		Material	Water	
	From	To		Yes	No
10	0	20	CEMENTED SAND & GRAVEL		X
8	20	75	SAND, GRAVEL & BOULDERS	X	

[illegible]

EXHIBIT E

RECEIVED
JUL 20 1992

Department of Water Resources

RECEIVED
JUL 15 1992
NORTH CAROLINA
IDWR

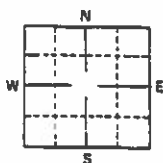
UNCLASSIFIED
DEC 2

DEC 04 1992

Work started 6-18-92 finished 6-19-92

11. DRILLER'S CERTIFICATION

Sketch map location must agree with written location.



Subdivision Name _____

Lot No. _____ Block No. _____

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Firm Name UNITED DRILLING INC. Firm No. 414

Address P.O. BOX 2499 Date 6-22-92

Signed by Drilling Supervisor: 