

RECEIVED

REV

JUN 10 2010

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEPARTMENT OF
WATER RESOURCES

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
PD 84-10130					
84-10131	- Disallowed (NO B/L)				

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Dolores Crowley
Rt 1 Box 31 E
Kamiah, ID 83536

4. New Owner/Claimant(s)

Michael, Pamela Hipes
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

130 Rock Road

City, State and ZIP Code

Kamiah, ID 83536

New Telephone Number

(208) 935 7545 Email: bengalsrbest@msinc

5. Date you acquired the property

9/28/2004

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)

Michael Ripes
Janella Ripes

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by SR7
 Received by SR7
 Processed by AJ

Date 6.10.2010
 Date 6.10.2010
 Date

Receipt Amt. \$50-
 Receipt No. 091085
 WR Date

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 84-10130

Current Owner: DOLORES CROWLEY

Priority Date: 12/31/1930

Origin: Water Right

Status: Active

Basis: Decreed

Source

GROUND WATER

Tributary

Beneficial Use	From To	Diversion Rate	Annual Volume
DOMESTIC	1/01 to 12/31	0.02 CFS	
	Total Diversion	0.02 CFS	

Location of Point(s) of Diversion

GROUND WATER

NW1/4SW1/4NW1/4

Sec. 18, Twp 33N, Rge 04E B.M.

IDAHO County

Place of Use

DOMESTIC Within IDAHO County

T33N R04E S18

SWNW

Conditions of Approval:

1. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
2. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
3. PARCEL NO. RP33N04E183760
4. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 84-10131

Current Owner: DOLORES CROWLEY

Priority Date: 12/31/1930

Origin: Adjudication Claim

Status: Active

Basis: Beneficial Use

Source

CLEARWATER RIVER

Tributary

SNAKE RIVER

Beneficial Use

IRRIGATION

From To

4/01 to 10/30

Total Diversion

Diversion Rate

0.09 CFS

0.09 CFS

Annual Volume

Location of Point(s) of Diversion

CLEARWATER RIVER

IDAHO County

NW1/4SW1/4NW1/4

Sec. 18, Twp 33N, Rge 04E B.M.

Place of Use

IRRIGATION Within IDAHO County

T33N R04E S18

SWNW

4.20

Total Acres: 4.2

My Commission Expires July 7, 2007

PARCEL I - FEE INTEREST

Township 33 North, Range 4 East, Boise Meridian, Idaho County, State of Idaho,
Section 18: A parcel of land situate in the North ½ of Government Lot 5 more particularly
described as follows:

Commencing at a found 2" diameter aluminum pipe monument with a brass cap marking the
West ¼ corner of Section 18, from which a found 3" diameter brass cap monument marking the
Northwest corner of said Section 18, bears N 00°59'33" W, 2661.99 feet;
Thence N 00°59'33" W, 665.50 feet to the Southwest Corner of the North ½ of said Government
Lot 5;
Thence N 89°11'11" E, 329.01 feet along the South boundary of the North ½ of said Government
Lot 5;
Thence N 01°32'28" W, 37.81 feet to a point;
Thence S 89°33'33" W, 14.43 to a 5/8" diameter x 30" long rebar with a PLS 9165 cap located at
the South end of an agreement line and the TRUE POINT OF BEGINNING;
Thence N 00°47'59" W, 199.38 feet along said agreement line to a 5/8" diameter x 30" long rebar
with a PLS 9165 cap;
Thence S 81°18'10" E, 223.33 feet to a 5/8" diameter x 30" long rebar with a PLS 9165 cap
located in the centerline of an existing driveway;
Thence S 06°19'53" W, 108.38 feet along the centerline of said driveway to a 5/8" diameter x 30"
long rebar with a PLS 9165 cap;
Thence 52.39 feet along a 103.18 foot radius curve to the left, said curve having a central angle
of 29°05'32" and having a chord bearing of S 08°12'55" E and chord length of 51.83 feet, to a
5/8" diameter x 30" long rebar with a PLS 9165 cap;
Thence S 87°21'43" W, 128.59 feet, leaving said centerline, to a set 5/8" diameter x 30" long
rebar with a PLS 9165 cap;
Thence S 89°33'33" W, 84.98 feet to a set 5/8" diameter x 30" long rebar with a PLS 9165 cap
and the TRUE POINT OF BEGINNING.

PARCEL II - EQUITABLE INTEREST

A 30 foot wide non-exclusive easement for access and utilities located along the East
boundary of the above described parcel and running parallel to and offset 15 feet East and
West of said driveway centerline.

Subject to a 15 foot wide easement for access and utilities located along the East boundary of
the above described parcel and running parallel to and offset 15 feet West of said driveway
centerline.

443417

WARRANTY DEED

STATE of IDAHO	
County of Idaho	
Recorded at request of	
INLAND TITLE CO.	
at 12:40 PM	on 8-25-05
ROSE E. GEHRING	
By DEHE G. KONRAD	Recorder
Fees \$ 6.00	Deputy

For Value Received **R. DALE KONRAD**, and his wife, **JENNIFER L. KONRAD**, who joins in this Deed for the sole purpose of conveying whatever homestead or community interest she may have in the real property hereinafter described, if any, Hereinafter called the Grantors, hereby grant, bargain, sell and convey unto

MICHAEL D. HIPES and PAMELA A. HIPES, husband and wife, whose current address is: RT 1 BOX 31 E, KAMIAH, ID 83536, Hereinafter called the Grantees, the following described premises situated in IDAHO County, Idaho, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: August 23, 2005

R. DALE KONRAD
R. DALE KONRAD

JENNIFER L. KONRAD
JENNIFER L. KONRAD

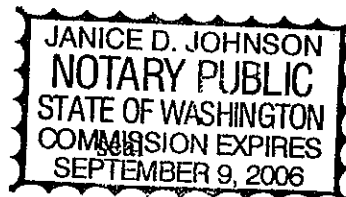
State of Washington

County of Okanogan

On this day personally appeared before me, **R. DALE KONRAD and JENNIFER L. KONRAD**, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official this 23 day of August, 2005

Janice W. Johnson
Notary Public for the State of WASHINGTON
My Commission expires: Sept 9, 2006



PARCEL I - FEE INTEREST

Township 33 North, Range 4 East, Boise Meridian, Idaho County, State of Idaho,
Section 18: A parcel of land situated in the North Half of Government Lot 5, more particularly described as follows:

Commencing at a 2 inch diameter aluminum pipe with a brass cap monument marking the West Quarter Corner of said Section 18, from which a 3 inch diameter brass cap monument marking the Northwest Corner of said Section 18 bears North 00°59'33" West, 2661.99 feet;

Thence North 00°59'33" West, 665.50 feet to the Southwest Corner of the North Half of said Government Lot 5;

Thence North 00°59'33" West, 99.82 feet to the Meander Line of the Right Bank of the Clearwater River;

Thence North 44°59'16" East, 814.09 feet along said Meander Line feet to a 5/8 inch by 30 inch rebar with a PLS 9165 cap marking the intersection of said Meander Line and the North Boundary of said Government Lot 5, and the REAL POINT OF BEGINNING;

Thence North 89°52'55" East, 66.22 feet along the North Boundary of said Government Lot 5 to a 5/8 inch by 30 inch rebar with a PLS 9165 cap marking the Northeast Corner of Said Government Lot 5;

Thence South 01°32'28" East, 288.63 feet along the East Boundary of said Government Lot 5 to a 5/8 inch by 30 inch rebar with a PLS 9165 cap;

Thence North 44°41'32" West, 256.21 feet to a 5/8 inch by 30 inch rebar with a PLS 9165 cap on the Meander Line of the Right Bank of the Clearwater River;

Thence North 44°41'32" West, 39.12 feet to the high water line of Clearwater River;

Thence North 41°59'09" East, 29.89 feet along said high water line;

Thence North 41°45'15" East, 49.27 feet continuing along said high water line;

Thence North 54°39'11" East, 33.46 feet to the intersection of said high water line and the North Boundary of said Government Lot 5;

Thence North 89°52'55" East, 53.62 feet, leaving said high water line along the North Boundary of said Government Lot 5 to a 5/8 inch by 30 inch rebar with a PLS 9165 cap and the REAL POINT OF BEGINNING.

PARCEL II - EQUITABLE INTEREST (will merge at closing)

Including a 30 foot wide access and utility easement centered along an existing access road from the Southeasterly boundary of the herein above described parcel of land to an existing county road, more particularly described as follows (with 15.00 foot offset lines extended or shortened to intersect the Southwesterly Boundary of the herein above described parcel of land and the Northerly right-of-way of the existing county road):

Commencing at a 2 inch diameter aluminum pipe with a brass cap monument marking the West Quarter Corner of said Section 18, from which a 3 inch diameter brass cap monument marking the Northwest Corner of said Section 18 bears North 00°59'33" West, 2661.99 feet;

Thence North 00°59'33" West, 665.50 feet to the Southwest Corner of the North Half of said Government Lot 5;

Thence North 00°59'33" West, 99.82 feet to the Meander Line of the Right Bank of the Clearwater River;

Thence, along said Meander Line, North 44°59'16" East, 814.09 feet to a 5/8 inch by 30 inch rebar with a PLS 9165 cap marking the intersection of said Meander Line and the North Boundary of said Government Lot 5;

Thence, along the North Boundary of said Government Lot 5, North 89°52'55" East, 66.22 feet to a 5/8 inch by 30 inch rebar with a PLS 9165 cap marking the Northeast Corner of Said Government Lot 5;

Thence, along the East Boundary of said Government Lot 5, South 01°32'28" East, 288.63 feet to a 5/8 inch by 30 inch rebar with a PLS 9165 cap;

Thence North 44°41'32" West, 42.51 feet to the centerline of an existing access road and the POINT OF BEGINNING for this line;

Thence, along the centerline of said access road along a 133.25 foot radius curve to the right with a central angle of 15°36'29", an arc length of 36.30 feet, a chord bearing of South 36°36'52" West and a chord distance of 36.19 feet; Thence, continuing along said access road, South 44°25'07" West, 50.79 feet;

Thence along a 61.88 foot radius curve to the left with a central angle of 38°05'14" an arc length of 41.14 feet, a chord bearing of South 25°22'30" West and a chord distance of 40.38 feet;

Thence South 06°19'53" West, 216.69 feet;

Thence along a 103.18 foot radius curve to the left with a central angle of 37°36'12", a chord bearing of South 12°28'13" East and a chord distance of 66.51 feet to the centerline of an existing county road and the POINT OF TERMINUS for this line.

437908

WARRANTY DEED

GRANTOR, BARBARA S. SCHACHER, a married woman, who acquired title as BARBARA S. KONRAD, joined by her husband JESSE D. SCHACHER, of 214 S. Montana Ave., Old Town, ID 83822, for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to MICHAEL D. HIPES and PAMELA A. HIPES, husband and wife, of 64 Village Circle Dr., Lompoc, CA 93436, as GRANTEE, and to grantee's heirs and assigns forever, all of the following described real estate located in the County of Idaho, State of Idaho, to wit:

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

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

Subject to:

1. General taxes for the year 2004, which are a lien, not yet due and payable.
2. Any claim arising from the difference in the mean high water line of the Clearwater River and the meander line as shown by the Original Government Survey.
3. Right of Way Easement to The Washington Water Power Company, a corporation, recorded November 17, 1947, as Instrument No. 158128.
4. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey noted below, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
Records of Surveys:
Recorded November 24, 1996, as Instrument No. 332016;
Recorded May 6, 1998, as Instrument No. 399611;
Recorded July 27, 1998, as Instrument No. 401107
Recorded May 8, 2000, as Instrument No. 411718;
Recorded September 6, 2000, as Instrument No. 413438;
Recorded September 24, 2001, as Instrument No. 418977;
Recorded September 27, 2003, as Instrument No. 431065.
5. Easement for access and utilities in Warranty Deed recorded July 25, 2000, as Instrument No. 0412775;
6. Easement for access and utilities in Warranty Deed recorded February 26, 2002, as Instrument No. 421253.

WARRANTY DEED

1

STATE of IDAHO	
County of Idaho	
Recorded at request of	
INLAND TITLE CO.	
at	1:00 p.m. on 9-28-04
ROSE E. GEHRING	
By	Sandy Gorn Recorder

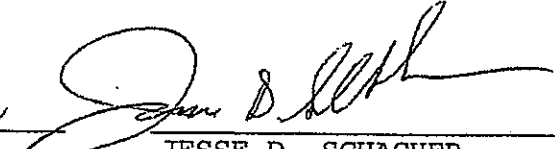
1 TO HAVE AND TO HOLD the said premises, with their appurtenances,
2 unto the said Grantees, their heirs and assigns forever. And the said
3 Grantors do hereby covenant to and with the said Grantees that they are
4 the owners in fee simple of said premises; that they are free from all
5 encumbrances, and that they will warrant and defend the same from all
6 lawful claims whatsoever, except general taxes for the year 2004, and
7 easements, reservations, restrictions and rights-of-way of record or in
8 use.

9 Except as otherwise expressly provided in this instrument, GRANTORS,
10 hereby declare pursuant to Title 5, Chapter 2 of the Idaho Code, that in
11 the event GRANTORS shall have permitted or suffered at any time prior to
12 the making of this instrument, any person or entity to possess, use or
13 occupy the above-described premises, or any portion thereof, for any
14 purpose, with or without the knowledge of GRANTORS, it was not the intent
15 of GRANTORS, by permitting or suffering such possession, use or
16 occupation, to thereby define property boundaries or ownership thereof.

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

20 IN WITNESS WHEREOF, Grantor has hereunto subscribed her name to this
21 instrument this 23rd day of September.

22 
23 BARBARA S. SCHACHER

24 
25 JESSE D. SCHACHER

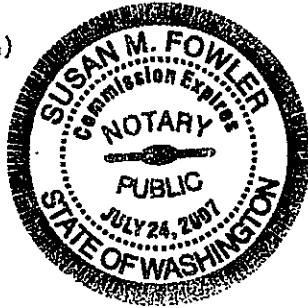
26 Washington
27 STATE OF Idaho)
28) ss.
29 County of Pendoreille

30 On this 23rd day of September 2004, before me,
31 Susan M Fawcett, a Notary for the said County and State,
32 personally appeared BARBARA S. SCHACHER and JESSE D. SCHACHER, wife and
33 husband, known or identified to me to be the persons whose names are
34 subscribed to the within instrument, and they acknowledged to me that

1 they freely executed the same and that the statements therein contained
2 are true.

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

5
6 (NOTARY SEAL)



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Susan M. Fowler Washington
Notary Public for State of Idaho.
Residing at Odessa, therein.
My commission expires on 7-24, 2007.

Commitment Number: 19451 3463

SCHEDULE C PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

PARCEL I - FEE INTEREST

Township 33 North, Range 4 East, Boise Meridian, Idaho County, State of Idaho,

Section 18: A parcel of land situate in the North ½ of Government Lot 5 more particularly described as follows:
Commencing at a found 2" diameter aluminum pipe monument with a brass cap marking the West ¼ corner of Section 18, from which a found 3" diameter brass cap monument marking the Northwest corner of said Section 18 bears N 00°59'33" W 2661.99 feet;

Thence N 00°59'33" W, 665.50 feet to the Southwest corner of the North ½ of said Government Lot 5;

Thence N 89°11'11" E, 329.01 feet along the South boundary of the North ½ of said Government Lot 5;

Thence N 01°32'28" W, 37.81 feet to a point;

Thence S 89°33'33" W, 14.43 feet to the South end of an agreement line;

Thence N 00°47'59" W, 199.38 feet along said agreement line, to a 5/8" diameter x 30" long rebar with a PLS 9165 cap marking the TRUE POINT OF BEGINNING;

Thence S 81°18'10" E, 223.33 feet to a 5/8" diameter x 30" long rebar with a PLS 9165 cap located in the centerline of an existing driveway;

Thence N 06°19'53" E, 108.32 feet along the centerline of said driveway, to a 5/8" diameter x 30" long rebar with a PLS 9165 cap;

Thence, continuing along said centerline, 41.14 feet along a 61.88 foot radius curve to the right, said inscribing a central angle of 38°05'14" and having a chord bearing of N 25°22'30" E and chord length of 40.38 feet, to a set 5/8" diameter x 30" long rebar with a PLS 9165 cap;

Thence N 44°25'07" E, 50.79 feet to a set 5/8" diameter x 30" long rebar with a PLS 9165 cap;

Thence 36.30 feet along a 133.25 foot radius curve to the left, said curve inscribing a central angle of 15°36'29" and having a chord bearing of N 36°36'52" E and a chord length of 36.19 feet;

Thence N 44°41'32" W, 213.70 feet, leaving said centerline, to a found 5/8" diameter x 30" long rebar with a PLS 9165 cap located on the Meander Line of the Right Bank of the Clearwater River;

Thence N 44°41'32" W, 39.12 feet to a point on the high water line of the Clearwater River;

Thence S 41°59'10" W, 29.91 feet along said high water line to a point;

Thence S 46°24'42" W, 72.10 feet continuing along said high water line, to a point;

Thence S 40°05'17" W, 43.39 feet to a point;

Thence S 40°03'48" W, 49.91 feet to a set 5/8" diameter x 30" long rebar with a PLS 9165 cap marking the North end of an agreement line;

Thence S 00°47'59" E, 212.11 feet leaving said high water line and following along the agreement line, to a set 5/8" diameter x 30" long rebar with a PLS 9165 cap and the TRUE POINT OF BEGINNING.

Subject to a 15 foot wide easement for access and utilities located along the East boundary of the above described parcel and running parallel to and offset 15 feet West of said driveway centerline.

AND

A parcel of land situate in the North ½ of Government Lot 5 more particularly described as follows:

Commencing at a found 2" diameter aluminum pipe monument with a brass cap marking the West ¼ corner of Section 18, from which a found 3" diameter brass cap monument marking the Northwest corner of said Section 18 bears N 00°59'33" W, 2661.99 feet;

Thence North 00°59'33" West, 665.50 feet to the Southwest Corner of the North ½ of said Government Lot 5;

SCHEDULE C
(Continued)

Commitment Number: 19451 3463

Thence N 89°11'11" E, 329.0 feet along the South boundary of the North ½ of said Government Lot 5;
 Thence N 01°32'28" W, 37.81 feet to a point;
 Thence S 89°33'33" W, 14.43 to the South end of an agreement line;
 Thence N 00°47'59" W, 199.38 feet along said agreement line to a set 5/8" diameter x 30" long rebar with a PLS 9165 cap;
 Thence S 81°18'10" E, 223.33 feet to a found 5/8" diameter x 30" long rebar with a PLS 9165 cap located in the centerline of an existing driveway marking the TRUE POINT OF BEGINNING;
 Thence N 06°19'53" E, 108.32 feet along the centerline of said driveway to a set 5/8" diameter x 30" long rebar with a PLS 9165 cap;
 Thence 41.14 feet along a 61.88 foot radius curve to the right, said curve inscribing a central angle of 38°05'14" and having a chord bearing of N 25°22' 30" E and chord length of 40.38 feet, to a set 5/8" diameter x 30" long rebar with a PLS 9165 cap;
 Thence N 44°25'07" E, 50.79 feet to a set 5/8" diameter x 30" long rebar with a PLS 9165 cap;
 Thence 36.30 feet along a 133.25 foot radius curve to the left, said curve inscribing a central angle of 15°36'29" and having a chord bearing of N 36°36'52"E and a chord length of 36.19 feet, to a set 5/8" diameter x 30" long rebar with a PLS 9165 cap;
 Thence S 44°41'32" E, 33.51 feet to a set 5/8" diameter x 30" long rebar with a PLS 9165 cap located at the North end of a fenced agreement line;
 Thence S 02°47'29" W, 155.25 feet along said fenced agreement line to a point;
 Thence S 02°41'08" W, 186.31 feet along said fenced agreement line to a set 5/8" diameter x 30" long rebar with a PLS 9165 cap;
 Thence S 87°58'04" W, 98.26 feet to a set 5/8" diameter x 30" long rebar with a PLS 9165 cap located in the centerline of an existing driveway;
 Thence 52.39 feet along a 103.18 foot radius curve to the right, said curve having a central angle of 29°05'32" and having a chord bearing of N 08°12'55" W and chord length of 51.83 feet to a set 5/8" diameter x 30" long rebar with a PLS 9165 cap;
 Thence N 06°19'53"E, 108.38 feet along the centerline of said driveway to a set 5/8" diameter x 30" long rebar with a PLS 9165 cap and TRUE POINT OF BEGINNING.

Subject to a 15 foot wide easement for access and utilities located along the West boundary of the above described parcel and running parallel to and offset 15 feet East of said driveway centerline.

PARCELL II - EQUITABLE INTEREST

TOGETHER WITH a 30 foot wide non-exclusive access and utility easement centered along an existing access road beginning at the Northeasterly most point of the herein above described parcel of land to an existing county road, with the centerline more particularly described as follows:

Commencing at a 2 inch diameter aluminum pipe with a brass cap monument marking the West Quarter Corner of said Section 18, from which a 3 inch diameter brass cap monument marking the Northwest Corner of said Section 18 bears North 00°59'33" West a distance of 2661.99 feet;

Thence North 00°59'33" West, 665.50 feet to the Southwest Corner of the North Half of said Government Lot 5;

Thence North 00°59'33" West, 99.82 feet to the Meander Line of the Right Bank of the Clearwater River;

Thence North 44°59'16" East, 814.09 feet, along said Meander Line, to a 5/8 inch by 30 inch rebar with a PLS 9165 cap marking the intersection of said Meander Line and the North Boundary of said Government Lot 5;

Thence North 89°52'55" East, 66.22 feet, along the North Boundary of said Government Lot 5, to a 5/8 inch by 30 inch rebar with a PLS 9165 cap marking the Northeast Corner of Said Government Lot 5;

Thence South 01°32'28" East, 288.63 feet, along the East Boundary of said Government Lot 5, to a 5/8 inch by 30 inch rebar with a PLS 9165 cap;

Thence North 44°41'32" West, 42.51 feet to the centerline of an existing access road and the POINT OF BEGINNING for said centerline;

SCHEDULE C
(Continued)

Commitment Number: 19451 3463

Thence, along the centerline of said access road, along a 133.25 foot radius curve to the right with a central angle of $15^{\circ}36'29''$, an arc length of 36.30 feet, a chord bearing of South $36^{\circ}36'52''$ West and a chord distance of 36.19 feet;

Thence South $44^{\circ}25'07''$ West, 50.79 feet, continuing along said access road;

Thence along a 61.88 foot radius curve to the left with a central angle of $38^{\circ}05'14''$, an arc length of 41.14 feet, a chord-bearing of South $25^{\circ}22'30''$ West and a chord distance of 40.38 feet;

Thence South $06^{\circ}19'53''$ West, 216.69 feet;

Thence along a 103.18 foot radius curve to the left with a central angle of $37^{\circ}36'12''$, a chord bearing of South $12^{\circ}28'3''$ East and a chord distance of 66.51 feet to the centerline of an existing county road and the POINT OF TERMINUS of said easement.

389899

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TRAVEL
FILMS
ARCHIVE

DEED OF TRUST

THIS DEED OF TRUST, made this 24th day of October, 1996, between EDWARD W. KONRAD and BARBARA S. KONRAD, husband and wife, herein called GRANTOR, whose address is: 630 18th Avenue, Clarkston, WA 99403; IDAHO COUNTY TITLE COMPANY, INC., herein called TRUSTEE, and DOLORES K. CROWLEY 1995 Intervivos Trust, DOLORES K. CROWLEY, Trustee, a single person, herein called BENEFICIARY.

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

Township 33 North, Range 4 East, Boise Meridian, Idaho County, Idaho.

Section 18: Beginning at the NE corner of Lot 5;

thence due South 10 chains;

thence due West 5 chains;

thence due North to the right bank of the Clearwater River;

thence Northeasterly along the meander of said river to a point due West of the point of beginning;

thence due East to the Place of Beginning.

which has the address of N.K.A., Idaho (herein "Property Address");

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

TO SECURE to Beneficiary the repayment of the indebtedness evidenced by Grantor's note dated October 24th, 1996, and extensions and renewals thereof (herein "Note"), in the principal sum of \$40,000.00, with interest thereon, providing for one installment of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 28th, 1997; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Grantor herein contained.

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

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

2. Pror Mortgages and Deeds of Trust; Charges; Liens. Grantor shall perform all of Grantor's obligations under any

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

4 3. Hazard Insurance. Grantor shall keep the improvements now
5 existing or hereafter erected on the Property insured against loss
6 by fire, hazards included within the term "extended coverage", and
such other hazards as Beneficiary may require and in such amounts
and for such periods as Beneficiary may require.

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

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

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

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

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

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

27 6. Inspection. Beneficiary may make or cause to be made
reasonable entries upon and inspections of the Property, provided

1 that Beneficiary shall give Grantor notice prior to any such
2 inspection specifying reasonable cause therefor related to
Beneficiary's interest in the Property.

3 7. Condemnation. The proceeds of any award or claim for
4 damages, direct or consequential, in connection with any
5 condemnation or other taking of the Property, or part thereof, or
6 for conveyance in lieu of condemnation, are hereby assigned and
7 shall be paid to Beneficiary, subject to the terms of any mortgage,
8 deed of trust or other security agreement with a lien which has
9 priority over this Deed of Trust.

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

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

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

22 If any notice is given as provided herein the Grantor must
23 pay to the Beneficiary for the preparation thereof \$100.00 plus any

1 charges and fees incurred by said Beneficiary in the service
2 thereof. All such charges shall be immediately payable upon demand
therefore.

3 11. Severability. In the event that any provision or clause
4 of this Deed of Trust or the Note conflicts with applicable law,
5 such conflict shall not affect other provisions of this Deed of
6 Trust or the Note which can be given effect without the conflicting
provision, and to this end the provisions of this Deed of Trust and
the Note are declared to be severable. As used herein, "costs",
"expenses" and "attorneys' fees" include all sums to the extent not
prohibited by applicable law or limited herein.

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

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

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

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

23 14. Acceleration; Remedies. Except as provided in paragraph
24 13 hereof, upon Grantor's breach of any covenant or agreement of
25 Grantor in this Deed of Trust, including the covenants to pay when
26 due any sums secured by this Deed of Trust, Beneficiary prior to
27 acceleration shall give notice to Grantor as provided in paragraph
28 10 hereof specifying: (1) the breach; (2) the action required to
cure such breach; (3) a date, not less than 30 days from the date
the notice is mailed to Grantor, by which such breach must be
cured; and (4) that failure to cure such breach on or before the
date specified in the notice may result in acceleration of the sums
secured by this Deed of Trust and sale of the Property at public

1 auction at a date not less than 120 days in the future. The notice
2 shall further inform Grantor of (i) the right to reinstate after
3 acceleration, (ii) the right to bring a court action to assert the
4 nonexistence of a default or any other defense of Grantor to
5 acceleration and foreclosure, and (iii) any other matters required
6 to be included in such notice by applicable law. If the breach is
7 not cured on or before the date specified in the notice,
8 Beneficiary at Beneficiary's option may declare all of the sums
9 secured by this Deed of Trust to be immediately due and payable
10 without further demand and may invoke the power of sale and any
11 other remedies permitted by applicable law. Beneficiary shall be
12 entitled to collect all reasonable costs and expenses incurred in
13 pursuing the remedies provided in this paragraph, including, but
14 not limited to, reasonable attorneys' fees.

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

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

15. Grantor's Right to Reinstate. Notwithstanding
Beneficiary's acceleration of the sums secured by this Deed of
Trust due to Grantor's breach, Grantor shall have the right to have
any proceedings begun by Beneficiary to enforce this Deed of Trust
discontinued at any time prior to the earlier to occur of (i) the
tenth day before sale of the Property pursuant to the power of sale
contained in this Deed of Trust or (ii) entry of a judgment
enforcing this Deed of Trust if: (a) Grantor pays Beneficiary all
sums which would be then due under this Deed of Trust and the Note
had no acceleration occurred; (b) Grantor cures all breaches of any
other covenants or agreements of Grantor contained in this Deed of
Trust; (c) Grantor pays all reasonable expenses incurred by
Beneficiary and Trustee in enforcing the covenants and agreements

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

2
3 Edward W. Konrad
4 EDWARD W. KONRAD

Barbara S. Konrad
BARBARA S. KONRAD

5 STATE OF Idaho)
6 County of Idaho) ss.

7 On this 24th day of October, 1996, before me,
8 J. Paul Eimers, a Notary for the said County and
9 State, personally appeared EDWARD W. KONRAD and BARBARA S. KONRAD,
10 husband and wife, known or identified to me to be the persons whose
11 names are subscribed to the within instrument, and they
12 acknowledged to me that they freely executed the same and that the
13 statements therein contained are true.

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

16 (NOTARY SEAL)

J. Paul Eimers
Notary Public for State of ID,
Residing at Grangeville, therein.
My commission expires on

6-24-99

STATE of IDAHO	ss
County of Idaho	
Recorded at request of	
IDAHO COUNTY TITLE CO	
at <u>0</u> minutes past <u>10</u> o'clock <u>A</u> M.	
this <u>28</u> day of <u>Oct</u> , 19 <u>96</u>	
ROSE E. GEHRING	
By <u>Sandy Haines</u>	Recorder
Fees \$ <u>21.00</u>	Deputy



CLEARWATER RIVER

RECORD OF SURVEY

Section 18, T33N, R4E, B. M.
Idaho County, Idaho

LEGEND

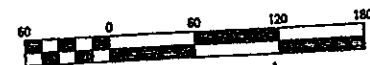
- Section Corner - Found as noted
- 1/4 Corner - Found as noted
- 1/16th Corner - Found as noted
- Found 5/16" diameter rebar with a PLS 9165 cap
- Calculated point - nothing found as noted
- Quilchua Schachner to Schachner
- Quilchua Schachner to Parcel East
- Quilchua Schachner to Highway Right
- Quilchua Schachner to Parcel South
- Subject parcel
- Section lines
- Road right of way
- Fence line
- Banks of Clearwater River

REFERENCES

Reference	By	Date	Book
Record of Survey	Lindholm, CE 3420	11/27/1978	276511
Record of Survey	Idaho, PLS 5165	07/27/1996	401107
BLM Field Notes	Condon	11/13/1972	
BLM Field Notes	Thompson	1973	
Idaho Dept. Transportation	Idaho Dept. Transportation	March 1953	
Record of Survey	Duffy, PLS 3185	05-04-2000	411718

SURVEY NOTES

- This survey was performed using a Trimble 580-1000, a 4 second Electronic Total Station theodolite, and an HP-100 Data Collector.
- This survey has an unadjusted mathematical error of closure of not less than one (1) part in Six-Thousand (6000).
- No attempt was made to show all the physical features of the property or prescriptive easements, recorded or unrecorded.



Scale 1" = 60'

© 2004, Duffy & Associates

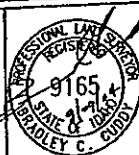
RECORDER'S CERTIFICATE

STATE OF IDAHO
COUNTY OF IDAHO
FILED FOR RECORD 9-17-04 9:30 A.M.
AT THE REQUEST OF Cuddy & Associates
BY [Signature]
COUNTY RECORDER
FEES \$ 5.00
RECORDING NUMBER 437762

SURVEYOR'S CERTIFICATE

BEING A REGISTERED SURVEYOR, I BRADLEY C. CUDDY DO HEREBY CERTIFY THAT THIS RECORD OF SURVEY HEREON SHOWN IS ACCURATE AND CORRECT AND WAS COMPILED FROM THE NOTES OF AN ACTUAL SURVEY MADE BY ME AND UNDER MY DIRECTION IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO AND AT THE REQUEST OF BARN SCHACKER.

BY [Signature]
BRADLEY C. CUDDY, PLS 9165
DATE 9/9/04



LOCATION OF SURVEY

A PARCEL OF LAND SITUATE IN NORTH HALF OF A PARCEL OF LAND SITUATE IN NORTH HALF OF SECTION 18, TOWNSHIP 33 NORTH, RANGE 4 EAST, BOISE MERIDIAN, IDAHO COUNTY, STATE OF IDAHO.

OTHER DOCUMENTS PREPARED THIS SURVEY

CUDDY ASSOCIATES 1000 Commercial Avenue Cody, ID 83401 PH: 208-476-4444 FAX: 208-476-4444	
PROJECT: SCHACKER	DATE: 09/03/2004
SHEET: 1 OF 1	DRAWN BY: BCC
CHECKED BY: BCC	REVIEWED BY: BCC
REVISION: 01	REVISION: 02
LOCATION: T33N, R4E, SECTION 18.	