

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Claim Report 37-4083

WATER RIGHT NUMBER: 37-4083

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DONALD E ROBERTS PO BOX 1180 FAIRFIELD, ID 83327 (208)764-2394
Current Owner	CAROLYN S ROBERTS PO BOX 1180 FAIRFIELD, ID 83327 (208)764-2394

Priority Date: 06/01/1910
Basis: Statutory Claim
Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	1/01 to 12/31	0.040 CFS	
IRRIGATION	4/01 to 10/31	0.240 CFS	
<u>Total Diversion:</u>		0.280 CFS	

Location of Point(s) of Diversion

GROUND WATER	SW1/4NE1/4NW1/4	Sec. 6,	Twp 01S,	Rge 16E, B.M.
CAMAS County				

Place of Use

DOMESTIC Within CAMAS County
T01S R16E S06 NENW

IRRIGATION Within CAMAS County

T01S R16E S06 NENW 12.0
Total Acres: 12

Conditions of Approval:Remarks:

1. General ONE WELL SERVES THE HOUSE; ONE WELL SERVES THE IRRIGATION USE.

Comments:

RECEIVED
APR 26 2005
Department of Water Resources
Southern Region

RECEIVED
APR 27 2005
Department of Water Resources

RECEIVED
APR 26 2005
Department of Water Resources
Southern Region

To Whom it may concern, we water with this five horse-power 51 gpm sub pump with a 4 inch od main line and a 3 inch od sprinkler line that is 300 ft and has 13 rain-bird 30 ws 3/64 (orifice) sprinklers. There are two lines here but can use only one at a time. We use this to water About 3 acres of pine trees in the fall and I have if we had a dry spring. Also a stand pipe with four valves with 1/2 inch and regular garden hoses to water the lawn protect from fire and whatever. These garden hoses are not used with the sprinkler line there is only 40psi. I water in the evening and never more than an hour.

Donald E. Roberts 4/25/05

RECEIVED
APR 26 2005
Department of Water Resources
Southern Region

To Whom it may concern, I Charles Gaskill did witness the drilling of the one hundred and thirty six foot deep well for Lynn Lee Davis in 1977, located within Camas County. Place of use, T01S R16E S06 NENW 12.0. Drilled by Eaton drilling of Wendell Idaho. Property now owned by Donald and Carolyn Roberts since 1978.

Signed... *[Signature]* ... Date... *4/24/05* ...

27320

LOAN GRANTED
TO LEE + DORIS
DAVIS FROM F.H.A.
WE UNDERSTAND
IT WAS FOR DRINKING
THIS WEEK IN 1977.
EATON DRINKING
DID THE WORK BUT
BEING SO LONG AGO
HAD NO RECORDS
MR DAVIS IS DECEASED

RECEIVED
APR 26 2005
Department of Water Resources
Southern Region

This mortgage is released by Instrument No
44707 Recorded in Book 4
Release of Mortgage, page 278

USDA-FmHA
Form FmHA 427-1 ID
(Rev. 12-15-76)

Position 5

REAL ESTATE MORTGAGE FOR IDAHO

THIS MORTGAGE is made and entered into by LYNN LEE DAVIS and

DORIS E. DAVIS

residing in GOODING County, Idaho, whose post office address is
ROUTE #1, WENDELL, Idaho, 83355

herein called "Borrower," and:

WHEREAS Borrower is indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more promissory note(s) or assumption agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government; authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

Date of Instrument	Principal Amount	Annual Rate of Interest	Due Date of Final Installment
December 20, 1977	\$5,000.00	5%	December 20, 1997

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, or Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower.

NOW, THEREFORE, in consideration of the loan(s) and (s) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby grant, bargain, sell, convey, mortgage, and assign unto the Government the following property situated in the State of Idaho:

County(ies) of

CAMAS

A tract of land located in Lots 3, 4 and 5, SE1/4 of Section 6, Township 1 South, Range 16 East, Boise Meridian in Camas County, Idaho, described as follows: Beginning at a point located 1049.0 feet East of the NW corner of Section 6, Township 1 South, Range 16 East, Boise Meridian, on the North line of Section 6; thence Easterly along said North line for a distance of 791.0 feet; thence Southerly and parallel to the East line of Section 6 for a distance of 791.0 feet; thence Westerly and parallel to the North line of Section 6 for a distance of 791.0 feet; thence Northerly and parallel to the West line of Section 6 for a distance of 791.0 feet to the point of beginning, EXCEPT a strip of land 25 feet wide off the North side of the above land for county road and except a visible easement for electric and telephone pole line right of way.

(22) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, at Boise, Idaho 83702, and in the case of Borrower to him at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(23) WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF HE DEFAULTS A NONJUDICIAL FORECLOSURE SALE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND AND WITHOUT NOTICE BEYOND THE PUBLICATION OF THE NOTICE OF SALE. THE BORROWER HEREBY WAIVES ANY RIGHTS HE MAY HAVE TO ANY SUCH HEARING AND NOTICE. NEVERTHELESS, THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE FOR NOTICE AND A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS.

(24) At the option of the Government this mortgage may be foreclosed by action or advertisement as provided by statute, and Borrower hereby irrevocably vests in the Government the statutory power of sale and constitutes and appoints the Government his agent and attorney in fact to sell the property, after due notice, at public auction to the highest bidder, for cash or secured credit at the option of the Government, and to give the purchaser a warranty deed binding upon Borrower and all claiming under him.

(25) Borrower has assigned or waived or will immediately on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(26) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

IN WITNESS WHEREOF, Borrower has hereunto set Borrower's hand(s) and seal(s) this 20th day of December, 19 77.

Lynn Lee Davis
LYNN LEE DAVIS (HUSBAND)
Doris E. Davis
DORIS E. DAVIS (WIFE)

ACKNOWLEDGMENT

STATE OF IDAHO

COUNTY OF Gooding

On this 20th day of December, in the year of 1977 before me, the undersigned,

a Notary Public in and for said State, personally appeared Lynn Lee Davis and

Doris E. Davis, his wife

known to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they have executed the same as their free act and deed for the uses, purposes and consideration herein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the said date.

NOTARIAL SEAL)

Ralf M. Liska
Notary Public, residing in Gooding, Idaho

My commission expires 12/31/80

Together with all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

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

Subject to existing easements for roads, highways, ditches, canals, laterals and power and transmission lines.

Subject to the burdens incident to the inclusion of the land within the boundaries of Camas County, Idaho.

44494
Filed for Record at the Register of
Camas, Idaho
STATE OF IDAHO
County of Camas
I hereby certify that this instrument
was filed for record in my office at
11:20 P.M. on Dec 21, 1922 and
 duly recorded in book 16 of
Notary Public Fred J. 29
County Recorder
By _____ Deputy

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein all of which are herein called "the property".

TO HAVE AND TO HOLD the property unto the Government and its assigns forever in fee simple.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS THE TITLE to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described by this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insuring policies secured by collected by and issued by the Government.