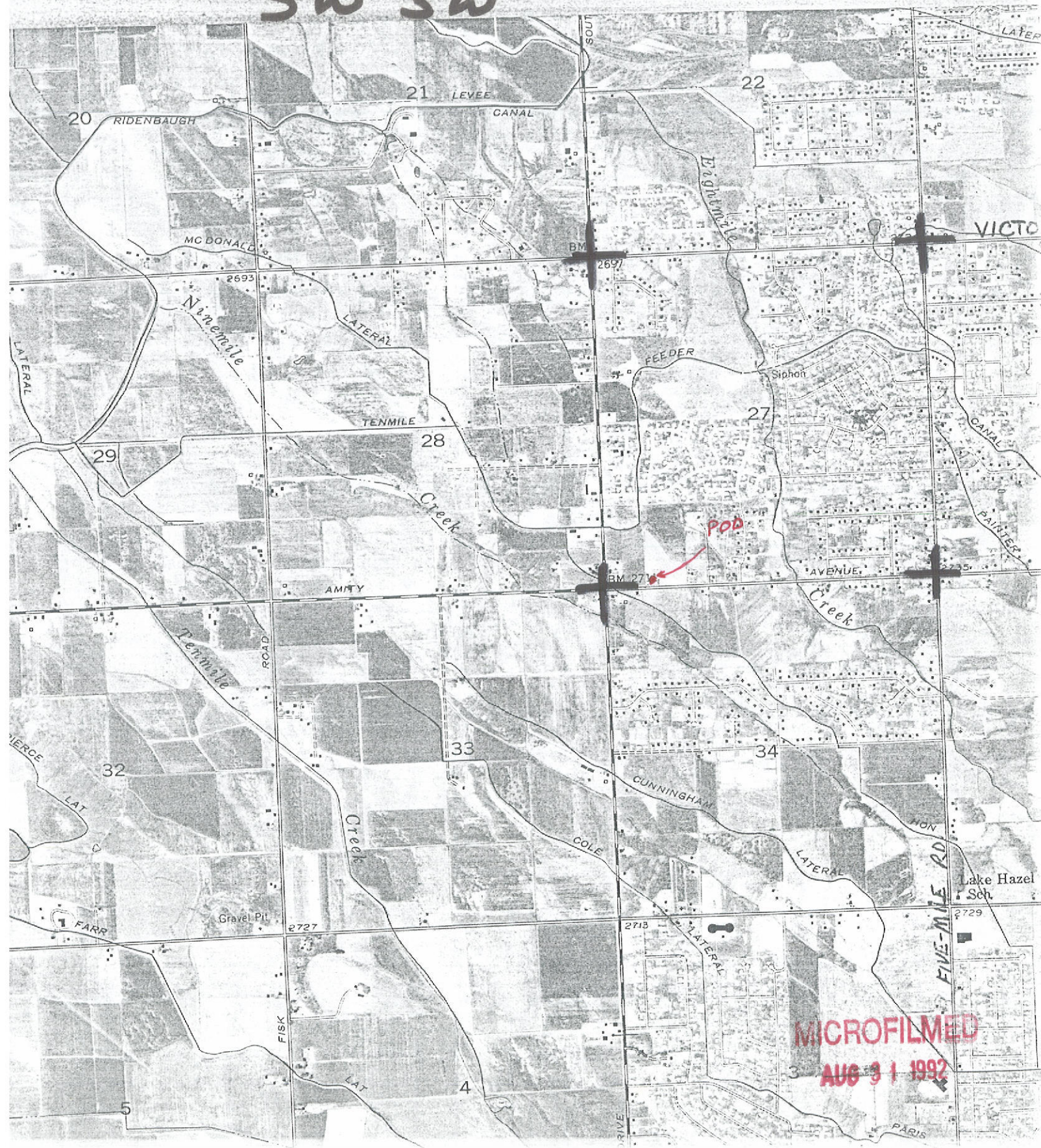


T3N R1E
SECTION 27
SW SW

A63-18217

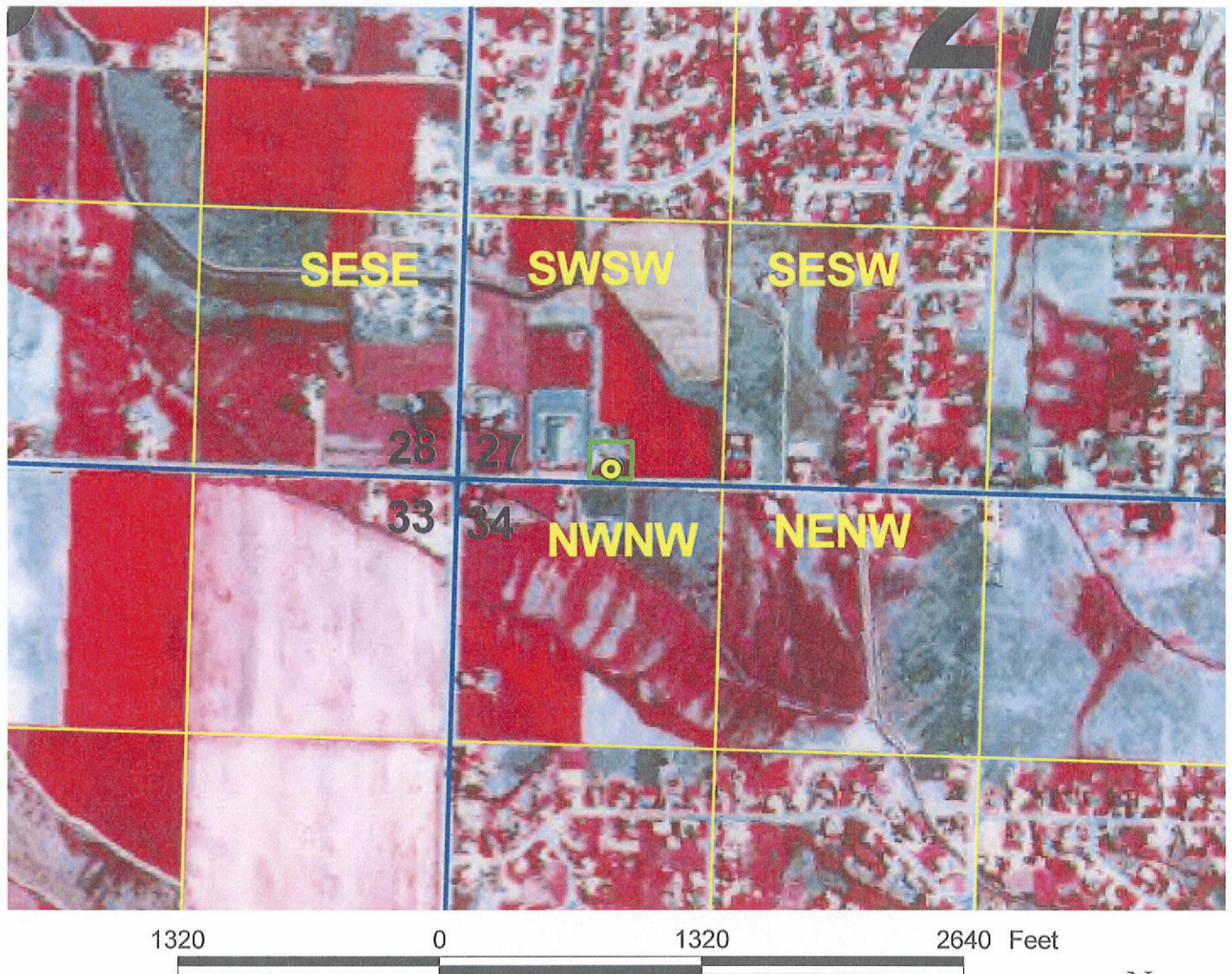


MICROFILMED
AUG 31 1992

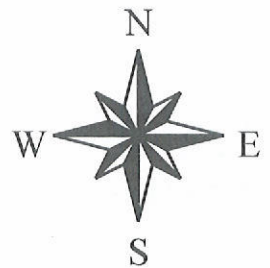


State of Idaho
Idaho Department of Water Resources
Western Region

T3N R1E SECTION 27
Water Right(s) : 63-18217



TOTAL IRRIGATED ACRES < 1.0



-  Point of Diversion
-  Place Of Use
-  Quarter Quarter Lines
-  Section Lines

GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared By: Vicky Music
Date: February 2005

63-18217 pod



\$ 51.00

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: A63-18217
Date Received: 8/29/1989
Receipt No: W005237
Received By: _____

RECEIVED

AUG 29 1989

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

Department of Water Resources
Western Regional Office

1. Name: WALTER V. DUEROCK 208-362-1216
Address: 11950 W. AMITY
BOISE, ID 83709

OR
Name: MABEL R. DUEROCK 208-362-1216
Address: 11950 W. AMITY
BOISE, ID 83709

2. Date of Priority: SEP 01, 1961

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
03N	01E	27	SW	SW			ADA

5. Description of diverting works:
WELL, 135' DEEP, 4" CASING, 1/2 HP PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		
STOCKWATER	01/01	12/31	0.020		
IRRIGATION	03/15	11/15	0.030		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
ONE DOMESTIC HOUSEHOLD, 40 BEEF CATTLE, 4 HORSES

A63-18217

Page 1

Date: 08/29/89

MICROFILMED
AUG 31 1992

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03N	01E	27				DOMEST STOCK IRR	
			SW	SW			1.0
						Section Acres	1.0
						Total Acres	1.0

11. Place of use in counties: ADA

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

13. Other Water Rights Used:
IRR. DIST WATER

14. Remarks:

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

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

Number of attachments:

For Individuals:

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

Signature of Claimant(s): *[Signature]*

Date: 08/29/89

Date:

State of Idaho)

County of ADA)

SS.

Subscribed and sworn (or affirmed) before me this 29th day

of August 19 89

Seal

[Signature]
Notary Public

Melvin Gene Gibson, Notary Public

Residing at Boise, Idaho

Residing at My Commission Expires September 2, 1994

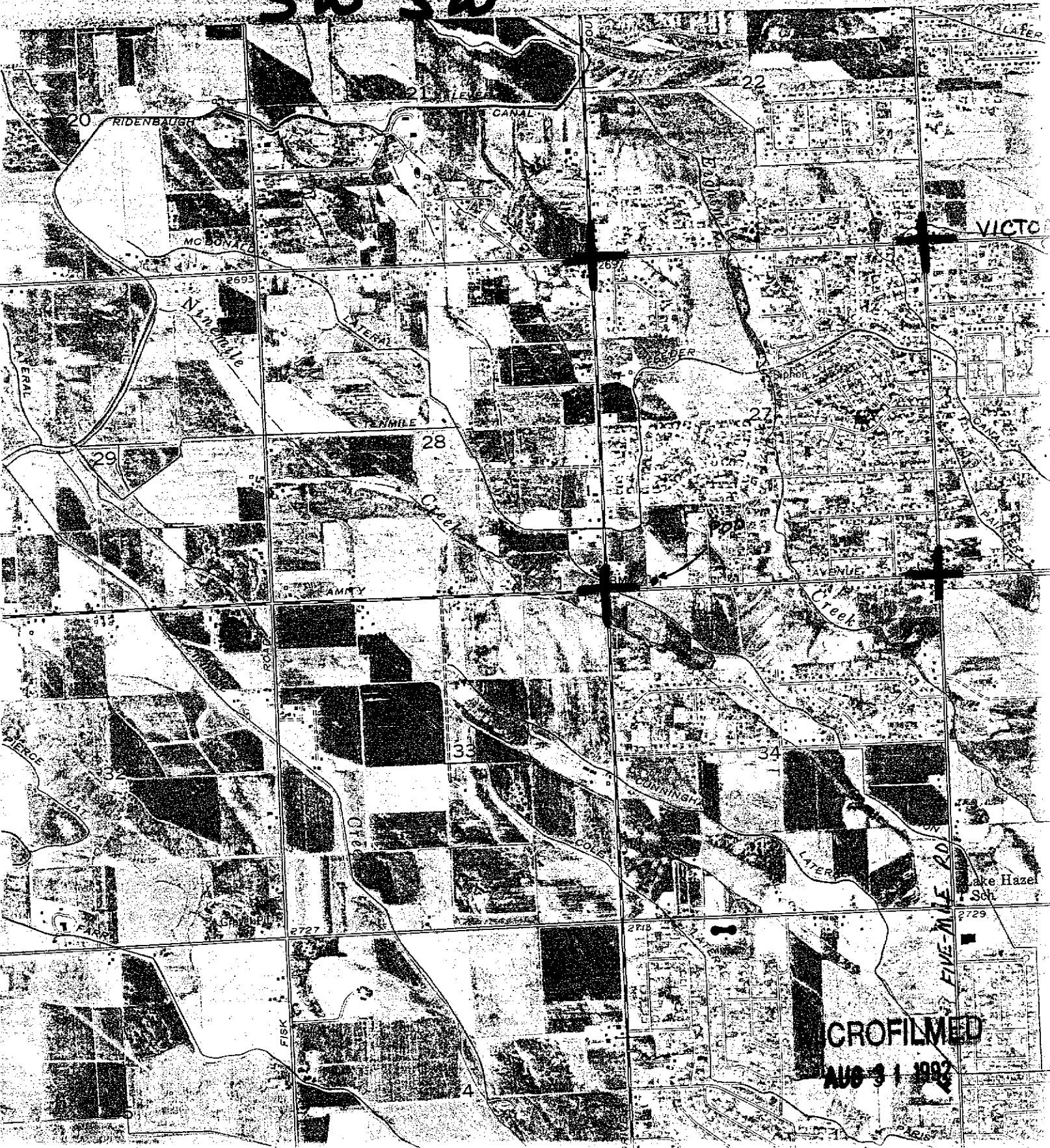
My Commission Expires

T3N R1E

A63-18217

SECTION 27

5N 5W



Receipt Details for ID W005237

Status	Adjustment Type	Version
	Adjusted Receipt	1

General Information:

Date Received	Date Deposited	Region	Total Amount	Payment Type
8/30/1989 9:12:17 AM	8/30/1989	Western	\$51.00	Check
Payer		DUEROCK, WALTER V.		

Account Information:

Check #	Account #	Credit Card Name	Authorization #
1366			
Card Expiration Date	Credit Card Transaction #		

Comment ADJUDICATION CLAIM FEE

Fee Detail:

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$51.00	ADJUDICATION CLAIM FEE	410162	9337	0	0	6490

Refund(s):

Amount	Payee	Date	Document Number
--------	-------	------	-----------------

Water Right Information:

Basin Number	Sequence Number	Split Suffix	Amount	Type
63	18217		\$51.00	Claim

Print Report

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

RIGHT NUMBER: 63-18217

NAME AND ADDRESS: MICHAEL SEYLER
545 W TWO RIVERS DR
EAGLE ID 83616

MELISSA SEYLER
545 W TWO RIVERS DR
EAGLE ID 83616

WALTER V DUSROCK
MABEL R DUSROCK
11950 W AMITY
BOISE ID 83709

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.030 CFS
5.400 AFY

THE QUANTITY OF WATER UNDER THIS RIGHT FOR DOMESTIC AND
STOCKWATER USES SHALL NOT EXCEED 13,000 GALLONS PER DAY.

PRIORITY DATE: 09/01/1961

POINT OF DIVERSION:

T03N R01E S27 SWSW Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.030 CFS 1.20 AFY
STOCKWATER	01/01 12/31	0.020 CFS 0.70 AFY
IRRIGATION	03/01 11/15	0.030 CFS 3.50 AFY

PLACE OF USE: IRRIGATION Within ADA County

T03N R01E S27 SWSW 1.00

STOCKWATER Within ADA County

T03N R01E S27

DOMESTIC Within ADA County

T03N R01E S27

1 ACRES TOTAL

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

Stockwater use is for 40 range cattle and 4 horses.

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

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.

Domestic use is for 1 home.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

PARCEL NO. R1127336250.

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

In Re SRBA

Case No. 39576

Water Rights: 63-18217

NOTICE OF COMPLETED
ADMINISTRATIVE
PROCEEDING

IDWR has completed the following administrative proceeding:

☐

Address change

XX

Substitution of Party

☐

IC § 42-222 transfer

☐

Point of diversion

☐

Place of use

☐

Period of use

☐

Nature of use

☐

Split of water right

☐

Change in ownership

☐

Other

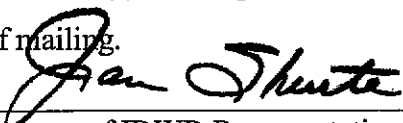
☐

IC § 42-219 license

IDWR certifies that it has completed its investigation into the changes to the elements of the water rights listed above as set forth in the attached *Amended Director's Report(s)* for said water right(s). No other changes have been made to the elements of these water rights except as set forth above.

IDWR has served copies of the *Notice of Completed Administrative Proceeding* and *Amended Director's Report(s)* on the claimant(s), prior claimant(s) and all parties in the subcases affected, if any, as reflected on the attached certificate of mailing.

DATED: May 12, 2006


Signature of IDWR Representative

CERTIFICATE OF MAILING

I certify that on May 12, 2006, I delivered the original and copies of this form, including all attachments, to the following persons, postage prepaid if required and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
P.O. Box 2707
Twin Falls, ID 83303-2707

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

2. Copies to:

Clive Strong
Off ice of the Attorney General
P.O. Box 44449
Boise, ID 83711-4449

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

United States Dept of Justice
Environment & Natural Resource Div
550 West Fort Street MSC 033
Boise ID 83724

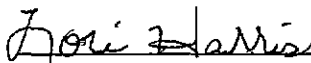
☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

3. Copies to all parties to the subcase:

Michael Seyler
Melissa Seyler
545 W Two Rivers Dr
Eagle ID 83616

☐ overnight mail
☒ regular mail
☐ hand-delivered
☐ facsimile

☐ overnight mail
☐ regular mail
☐ hand-delivered
☐ facsimile



Signature of person mailing this document



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

May 12, 2006

MICHAEL SEYLER
MELISSA SEYLER
545 W TWO RIVERS DR
EAGLE ID 83616

Re: Water Right No. 63-18217

Dear Mr. & Mrs. Seyler:

Enclosed is a copy of the above referenced water right, which reflects the change in ownership of the land and appurtenant water rights, covered under the original filing. Also enclosed is a copy of the Notice of Completed Administrative Proceedings, which has been sent to the Snake River Basin Court as notification of the change.

If you have any questions concerning the enclosed water right, please feel free to contact this office.

Sincerely,

A handwritten signature in cursive script that reads "Lori Harris".

Lori Harris
Technical Records Specialist
Adjudication Section
Western Region Office

LH:1
Enclosures

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

RECEIVED

JAN 30 2006

WATER RESOURCES
WESTERN REGION

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 division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
63-18217 VI					

RECEIVED

FEB 28 2006

WATER RESOURCES
WESTERN REGION

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 usually attached to your deed or on file with the county).

OR

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 **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)

Walter + Mabel Duerock
 11950 W Amity Boise 83709

4. New Owner/Claimant(s)

Michael + Melissa Seyler

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

New Mailing Address

545 W Two Rivers Dr

City, State and ZIP Code

Eagle ID 83616

New Telephone Number

(208) 939-2040

5. Date you acquired the property

04-19-2005

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

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

7. Signature of New Owner(s) or Claimant(s) _____
(include title if applicable)
- Melissa Syler*

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.

For Office Use Only

Received by _____ Date _____ Fee \$25-
 Received by LG Date 2-2-06 Receipt No. W033799
 Processed by [Signature] AJ Date 5-5-06 WR _____ Date _____

NO FEE REQUIRED - REFUND REQUESTED 3/2/06 LG

18

3

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 05/10/05 04:29 PM
DEPUTY Neava Haney
RECORDED - REQUEST OF
First American

AMOUNT 9.00 3



105058808

AFTER RECORDING MAIL TO:

Michael Seyler and Melissa Seyler
545 W. Two Rivers Drive
Engle, Idaho 83616

WARRANTY DEED

File No.: **4101-545437 (DA)**

Date: **April 18, 2005**

For Value Received, **Walter V. Duerock, an unmarried man**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Michael J. Seyler and * Husband and Wife**, hereinafter referred to as Grantee, whose current address is 545 W. Two Rivers Drive, Engle, Idaho 83616, the following described premises, situated in **Ada County, Idaho**, to wit:

*Melissa M. Seyler, Husband and Wife

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto 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.

Walter V. Duerock By Larry Stewart His attorney in fact
Walter V. Duerock, by Larry Stewart,
his attorney-in-fact

APN: S1127336250

Warranty Deed
- continued

File No.: 4101-545437 (DA)
Date: 04/18/2005

STATE OF Idaho)
SS.
COUNTY OF Ada)

On this Nineteenth day of April, 2005, before me, a Notary Public in and for said State, personally appeared **Larry Stewart** known or identified to me to be the individual who executed the foregoing instrument as Attorney in Fact for **Walter V. Duerock**, and acknowledged that he/she signed the same as Attorney in Fact for said principal for the uses and purposes therein mentioned, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living, and is not incompetent.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



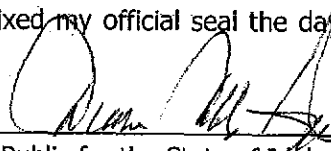

Notary Public for the State of Idaho
Residing at: Boise, ID
My Commission Expires: 01/26/2011

EXHIBIT A

LEGAL DESCRIPTION:

The East half of the Southwest quarter of the Southwest quarter of Section 27, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho.

EXCEPTING therefrom any portion lying within CORNERSTONE SUBDIVISION NO. 1, according to the plat thereof, filed in Book 83 of Plats at Pages 9113 through 9116 and any portion lying within CORNERSTONE SUBDIVISION NO. 2, according to the plat thereof, filed in Book 89 of Plats at Pages 9362 and 9363, Records of Ada County, Idaho.

Also Excepting the following:

A parcel of land being a portion of the East half of the Southwest quarter of the Southwest quarter of Section 27, Township 3 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a brass cap marking the South quarter corner of Section 27; thence along the South boundary of the Southwest quarter of Section 27, which is also the centerline of West Amity Road, North 89 degrees, 36'31" West, 1329.96 feet to a PK nail marking the Southeast corner of the East half of the Southwest quarter of the Southwest quarter of Section 27, also said point being the POINT OF BEGINNING; thence continuing

North 89 degrees 36'31" West, 272.48 feet to a pk nail; thence leaving the South boundary along a line Westerly of and parallel with the east boundary of the East half of the Southwest quarter of the Southwest quarter of Section 27,

North 00 degrees 27'39" East, 472.90 feet to an iron pin on the centerline of an existing irrigation ditch; thence along the centerline

South 34 degrees 24'37" East, 26.28 feet to an iron pin; thence continuing

South 41 degrees 21'46" East, 21.14 feet to an iron pin; thence continuing

South 61 degrees 31'46" East, 34.82 feet to an iron pin; thence continuing

South 73 degrees 25'51" East, 221.31 feet to an iron pin on the East boundary of the East half of the Southwest quarter of the Southwest quarter of Section 27; thence along the East boundary

South 00 degrees 27'39" West, 357.49 feet to the POINT OF BEGINNING.

AMERICAN MORTGAGE EXPRESS DBA MILLENNIUM
FUNDING GROUP
SUITE 600
VANCOUVER, WA 98660

LOAN NO.: 05041131

DEED OF TRUST

MIN: 100147300050411319
MERS Phone: 1-888-679-6377
NOTICE: THIS LOAN CONTAINS
PROVISIONS THAT ALLOW FOR A
BALLOON PAYMENT AT
MATURITY.

THIS DEED OF TRUST is made this 4th day of MAY, 2005, among the Grantor,
MICHAEL J SEYLER AND MELISSA M SEYLER

(herein "Borrower"),

FIRST AMERICAN TITLE

(herein "Trustee"), and the Beneficiary,

Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
AMERICAN MORTGAGE EXPRESS FINANCIAL DBA MILLENNIUM FUNDING GROUP

existing under the laws of CALIFORNIA
805 BROADWAY SUITE 600, VANCOUVER, WA 98660

("Lender") is organized and
, and has an address of

BORROWER, 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
ADA, State of Idaho:

SEE COMPLETE LEGAL DESCRIPTION DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SEE "PREPAYMENT RIDER" ATTACHED HERETO AND MADE A PART HEREOF.
SEE "BALLOON RIDER" ATTACHED HERETO AND MADE A PART HEREOF.
SEE "PREPAYMENT RIDER" ATTACHED HERETO AND MADE A PART HEREOF.

PARCEL NO.: S1127337100

which has the address of 11950 WEST AMITY ROAD (Street),
BOISE (City), Idaho 83709 (Zip Code) (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 Lender 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." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Deed of Trust; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Deed of Trust.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated MAY 04, 2005 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 30,750.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JUNE 01, 2020; 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 Borrower herein contained.

IDAHO - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such a holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower 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, and leasehold payments or ground rents, if any.

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

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender 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.

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

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

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit 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. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, 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.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower 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 Borrower'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 Lender and any other Borrower 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 Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of 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.

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

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, 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. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall mail copies of such notice in the manner prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender'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.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth 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) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

20. **Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

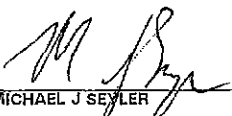
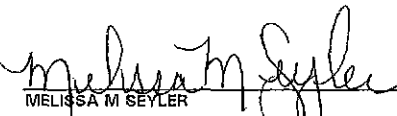
21. **Substitute Trustee.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

22. **Area and Location of Property.** Either the Property is not more than forty acres in area or the Property is located within an incorporated city or village.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

 _____ MICHAEL J SEYLER (Seal) -Borrower	 _____ MELISSA M SEYLER (Seal) -Borrower
---	--

_____ (Seal) -Borrower	_____ (Seal) -Borrower
------------------------------	------------------------------

_____ (Seal) -Borrower	_____ (Seal) -Borrower
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_____ (Seal) -Borrower	_____ (Seal) -Borrower
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[Sign Original Only]

STATE OF IDAHO

On this 5th day of May, 2005
Diane Cobbs Amen

Ada County ss:

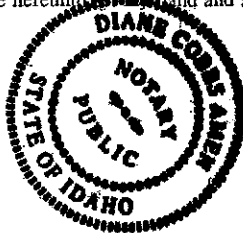
, before me,

, a Notary Public in and for said county and state, personally appeared

MICHAEL J SEYLER AND MELISSA M SEYLER

known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public residing at: Boise, Idaho

My Commission Expires: 1/26/2011

Dept. of Water Resources
Adjudication Bureau
P. O. Box 83720
Boise, ID 83720-0098



UNDELIVERABLE AS
ADDRESSED
FORWARDING ORDER
EXPIRED



RECEIVED

DEC 20 2005

WATER RESOURCES
WESTERN REGION

RECEIVED

DEC 19 2005

DEPARTMENT OF
WATER RESOURCES

RECEIVED

DEC 19 2005

DEPARTMENT OF
WATER RESOURCES

MABEL R DUEROCK

WALTER V DUEROCK
11950 W AMITY
BOISE ID 83709

63-18217

[Handwritten signature]

COPY

September 16, 2005

WALTER DUEROCK
PO BOX 399
NAMPA ID 83653-0399

Re: Snake River Basin Adjudication (SRBA)
Water Right No(s). 63-18217
Change of Address

Dear Water Right Holder:

IDWR has been notified the address presently in our records is incorrect. Although we have reached you at the address above we need your written confirmation this is your correct mailing address before we can change our records. Future notices related to your water right(s) can be sent only to the address on your claim(s) or as otherwise changed by you.

Please sign your name at the bottom of this letter and return it to our office. Make corrections to your name and address if necessary before returning this letter. Thank you for your help.

If your mail delivery address changes in any form, please contact us in writing so we can update our records.

If there has been a change in ownership of any of the properties connected with the water right(s) referenced above, please call this office to obtain a form to make this required change to the water right(s) records.

Sincerely,

Lori Harris
Technical Records Specialist
Adjudication Section
Western Region

The address is correct as shown above or as otherwise changed.

Signature of water right claimant

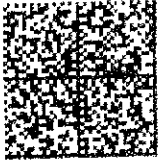
Telephone number

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WESTERN REGIONAL OFFICE
2735 AIRPORT WAY
BOISE, IDAHO 83705



UNDELIVERABLE AS
ADDRESSED
FORWARDING ORDER
EXPIRED

FIRST CLASS



UNITED STATES POSTAGE
02 1A
0004389393 JUN 0
\$ 00
MAILED FROM ZIP CODE



UNDELIVERABLE AS
ADDRESSED
FORWARDING ORDER
EXPIRED
WALTER R DUEROCK

MABEL R DUEROCK
11950 W AMITY
BOISE ID 83709

RECEIVED

JUN 10 2005

WATER RESOURCES
WESTERN REGION

Walter Duerock
PO Box 399
Nampa 83653-0399

ADDRESS SERVICE

02/23/2005

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

RIGHT NUMBER: 63-18217

NAME AND ADDRESS: MABEL R DUEROCK
11950 W AMITY
BOISE ID 83709

WALTER V DUEROCK
11950 W AMITY
BOISE ID 83709

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.030 CFS
5.400 AFY

THE QUANTITY OF WATER UNDER THIS RIGHT FOR DOMESTIC AND
STOCKWATER USES SHALL NOT EXCEED 13,000 GALLONS PER DAY.

PRIORITY DATE: 09/01/1961

POINT OF DIVERSION:

T03N R01E S27 SWSW Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.030 CFS 1.20 AFY
STOCKWATER	01/01 12/31	0.020 CFS 0.70 AFY
IRRIGATION	03/01 11/15	0.030 CFS 3.50 AFY

PLACE OF USE: DOMESTIC Within ADA County

T03N R01E S27

STOCKWATER Within ADA County

T03N R01E S27

IRRIGATION Within ADA County

T03N R01E S27 SWSW 1.0

1 ACRES TOTAL

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE
EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE
ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER
THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6),
IDAHO CODE.

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

Domestic use is for 1 home.

Stockwater use is for 40 range cattle and 4 horses.

02/23/2005

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

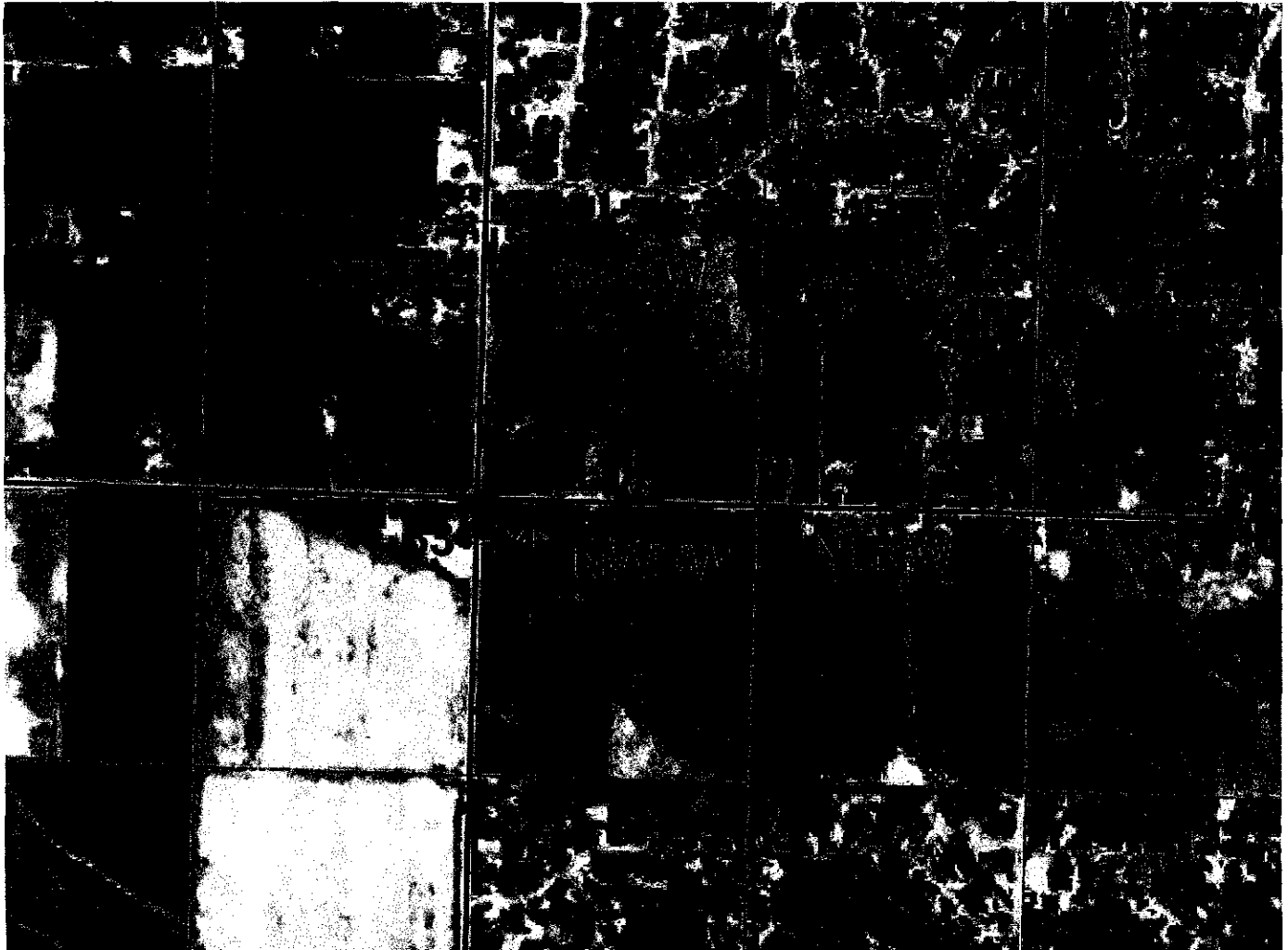
EXPLANATORY MATERIAL: Beneficial Use

PARCEL NO. R1127336250.



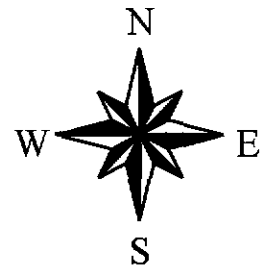
State of Idaho
Idaho Department of Water Resources
Western Region

T3N R1E SECTION 27
Water Right(s) : 63-18217



1320 0 1320 2640 Feet

TOTAL IRRIGATED ACRES < 1.0



- Point of Diversion
- Place Of Use
- Quarter Quarter Lines
- Section Lines

GIS Place of Use Illustration
1987/1988 NAPP Photography
Prepared By: Vicky Music
Date: February 2005



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

November 9, 2001

RE: Investigation of Water Right Claims in the Snake River Basin Adjudication, Basin 63

Dear Claimant:

As you may be aware, the Idaho Department of Water Resources (IDWR) is commencing its Snake River Basin Adjudication (SRBA) investigation of water rights in the Boise River Basin (Basin 63). This investigation is a major effort, and IDWR has hired a contractor, Intrepid Engineering Services, to assist us with this task.

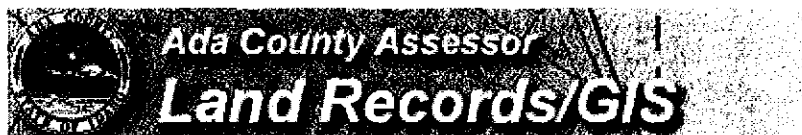
The purpose of this letter is to advise you that Intrepid might be contacting you to conduct a field investigation of your water use. This investigation is meant to provide important information to the IDWR Senior Water Resource Agent who will be making a recommendation for your water rights. Accordingly, we request that you provide Intrepid with access to your water diversion system so that their personnel can conduct this field examination. Intrepid will be gathering information on the rate of flow, diversion location and place of use of your water rights, and will be reporting this information to IDWR.

If you have sold your property in the Boise River Basin, we request that you forward this letter to the purchaser, so that the purchaser can report the new name and address to our office. If you are unable to forward this letter, please send any information regarding a new owner to our Western Regional Office located at 2735 Airport Way, Boise, 83705, (208) 334-2190.

The process of adjudicating your water rights is straightforward for most people, resulting in the issuance of decreed water rights on your property. Experience has shown that water users who work with our agency early in the process to ensure that their recordings are correct have a better experience than those who wait until IDWR has filed its findings with the SRBA Court. Thus, we encourage you to work with our staff and with Intrepid to ensure that the results accurately reflect your water uses.

Sincerely,

Jan Shurte
Adjudication Section Supervisor
Western Regional Office



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Residential Characteristics 1 for Parcel "S1127336250"

Occupancy Date:	No Date Available
Year Built:	1962
Year Remodel:	0
Effective Age:	0
Construction Class:	4
Number of Bedrooms:	3
Number Bathrooms:	1.5
Number of Fireplaces:	1
Air Conditioning:	Y
Car Storage Sq Ft #1:	528
Car Storage Sq Ft #2:	0
General Purpose Building Sq Ft:	0
Porch Sq Ft:	0
Deck Sq Ft:	0
Deck Covered:	N
Patio Sq Ft:	0
Patio Covered:	N
Pool Sq Ft:	0
Total Sq Ft:	1274
Main Floor Sq Ft:	1274
Upper Floor Sq Ft:	0
Finished Lower Floor Sq Ft:	0
Unfinished Lower Floor Sq Ft:	0
Finished Basement Floor Sq Ft:	0
Unfinished Basement Floor Sq Ft:	0
Finished Attic Sq Ft:	0
Unfinished Attic Sq Ft:	0

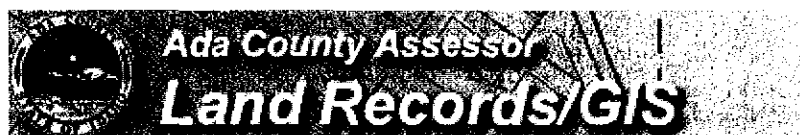
Assessor Links

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General Information

Property Acres: 0.950
Zone Code: R-2
Primary Code Area: 62 Tax Districts
Group Type: SECT
Subdivision: 3N 1E 27
Section: 3N1E27

Property Description

PAR #6250 OF SW4SW4
 SEC 27 3N 1E
 #97102695

**Property Address**

11950 W AMITY RD
 BOISE, ID 83709

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Parcel Valuation Details

Assessment Roll	State Category Code	Acreage	Assessed Value	Valuation Method
Primary	120-RESIDENTIAL TRACT	0.950	\$63,600	MARKET
Primary	340-RES IMPROVEMENT	0.000	\$69,700	COST

Total Assessed Value: \$133,300

Parcel Valuation History

Assessed value for year 2004 \$133,300
Assessed value for year 2003 \$125,900
Assessed value for year 2002 \$114,400
Assessed value for year 2001 \$99,400
Assessed value for year 2000 \$99,400

Ada County Links

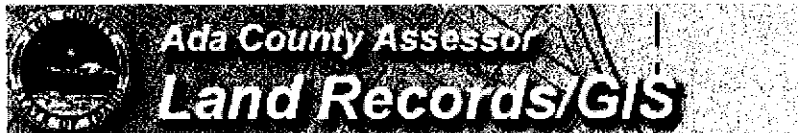
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Residential
 Land

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Residential Characteristics 1 for Parcel "S1127336250"

Occupancy Date:	No Date Available
Year Built:	1962
Year Remodel:	0
Effective Age:	0
Construction Class:	4
Number of Bedrooms:	3
Number Bathrooms:	1.5
Number of Fireplaces:	1
Air Conditioning:	Y
Car Storage Sq Ft #1:	528
Car Storage Sq Ft #2:	0
General Purpose Building Sq Ft:	0
Porch Sq Ft:	0
Deck Sq Ft:	0
Deck Covered:	N
Patio Sq Ft:	0
Patio Covered:	N
Pool Sq Ft:	0
Total Sq Ft:	1274
Main Floor Sq Ft:	1274
Upper Floor Sq Ft:	0
Finished Lower Floor Sq Ft:	0
Unfinished Lower Floor Sq Ft:	0
Finished Basement Floor Sq Ft:	0
Unfinished Basement Floor Sq Ft:	0
Finished Attic Sq Ft:	0
Unfinished Attic Sq Ft:	0

Assessor Links

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IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-18217 V1

WATER RIGHT NUMBER: 63-18217 V1

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	MABEL R DUEROCK 11950 W AMITY BOISE, ID 83709 (208)362-1216
Current Owner	WALTER V DUEROCK 11950 W AMITY BOISE, ID 83709 (208)362-1216

Priority Date: 09/01/1961

Basis: Beneficial Use

Status: Active

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

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	01/01 to 12/31	0.030 CFS	1.20 AF
STOCKWATER	01/01 to 12/31	0.020 CFS	0.70 AF
IRRIGATION	03/01 to 11/15	0.030 CFS	3.50 AF
	<u>Total Diversion:</u>	0.030 CFS	5.40 AF

Location of Point(s) of Diversion

GROUND WATER	SW1/4SW1/4	Sec. 27, Twp 03N, Rge 01E, B.M.
ADA County		

Place of Use

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	01E	27																	

STOCKWATER

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	01E	27																	

IRRIGATION

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Recommendation Report 63-18217 V1

Twp	Rge	Sec	NE				NW				SW				SE				Totals
03N	01E	27	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	1.0
													1.0						1.0

Total Acres: 1

Conditions of Approval:

1. 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.
2. N09 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR DOMESTIC USE AND STOCKWATER USE IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3. N14 THE QUANTITY OF WATER UNDER THIS RIGHT FOR DOMESTIC AND STOCKWATER USES SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks:

1. General Domestic use is for 1 home.
2. General Stockwater use is for 40 range cattle and 4 horses.

Comments:

1. sbcock 7/16/2002 claim

Comment: The contractor gyped this well and came up with a theoretical of .03 cfs, therefore, this right is limited to .03. Pou is based on cty tax lot data, 1987 photo appears irrigated.

Dates and Other Information:

Decreed Date:
 Enlargement Use Priority Date:
 Enlargement Statute Priority Date:
 Defendant:
 Plaintiff:
 Civil Case Number:
 Judicial District:
 Notice of Error Flag:
 State or Federal: S
 Owner Name Connector: OR
 Water District Number:
 Generic Max Rate Per Acre:
 Generic Max Volume Per Acre:
 Swan Falls Trust or Nontrust:
 Swan Falls Dismissed:
 DLE Act Number:
 Carey Act Number:
 Mitigation Plan: False

07/16/2002

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

RIGHT NUMBER: 63-18217

NAME AND ADDRESS: MABEL R DUEROCK
11950 W AMITY
BOISE ID 83709

WALTER V DUEROCK
11950 W AMITY
BOISE ID 83709

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.03 CFS
5.4 AFY

THE QUANTITY OF WATER UNDER THIS RIGHT FOR DOMESTIC AND STOCKWATER
USES SHALL NOT EXCEED 13,000 GALLONS PER DAY.

PRIORITY DATE: 09/01/1961

POINT OF DIVERSION:

T03N R01E S27 SWSW Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.030 CFS 1.20 AFY
STOCKWATER	01/01 12/31	0.020 CFS 0.70 AFY
IRRIGATION	03/01 11/15	0.030 CFS 3.50 AFY

PLACE OF USE: DOMESTIC Within ADA County

T03N R01E S27

STOCKWATER Within ADA County

T03N R01E S27

IRRIGATION Within ADA County

T03N R01E S27 SWSW 1.0

1 ACRES TOTAL

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

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT FOR
DOMESTIC USE AND STOCKWATER USE IS NOT A DETERMINATION OF
HISTORICAL BENEFICIAL USE.
Domestic use is for 1 home.
Stockwater use is for 40 range cattle and 4 horses.

EXPLANATORY MATERIAL: Beneficial Use

7/16/02 # 51127336250

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-18217

WATER RIGHT NUMBER: 63-18217

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	MABEL R DUEROCK 11950 W AMITY BOISE, ID 83709 (208)362-1216
Current Owner	WALTER V DUEROCK 11950 W AMITY BOISE, ID 83709 (208)362-1216

C18
N
Don
stock
IRR

Priority Date: 09/01/1961
Basis: Beneficial Use
Status: Active

<u>Source</u>	<u>Tributary</u>
---------------	------------------

GROUND WATER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
DOMESTIC	1/01 to 12/31	~~0.020~~ CFS .03	1.2
STOCKWATER	1/01 to 12/31	0.020 CFS	.7
IRRIGATION	3/15 to 11/15	0.030 CFS	3.5
		<u>Total Diversion:</u>	<u>5.4</u>

.03

Location of Point(s) of Diversion

GROUND WATER

SW1/4SW1/4

Sec. 27, Twp 03N, Rge 01E, B.M.

ADA County

Place of Use

DOMESTIC

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	01E	27																	

STOCKWATER

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
03N	01E	27																	

IRRIGATION

$$.03 \times 259 \times 1.9853 = 15.454$$

NO
Overlap
found

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-18217

Twp	Rge	Sec	NE				NW				SW				SE				Totals
03N	01E	27	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	1.0
													1.0						1.0

Total Acres: 1

Conditions of Approval:Remarks:Comments:Dates and Other Information:

Claim Received Date: 8/29/1989

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

State or Federal: S

Owner Name Connector: OR

Water District Number:

Generic Max Rate Per Acre:

Generic Max Volume Per Acre:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Carey Act Number:

Mitigation Plan: False



IDAHO DEPARTMENT OF WATER RESOURCES

SNAKE RIVER BASIN ADJUDICATION - BASIN 63



RIGHT ID 63 18217
POD ID 172846
Quad Cloverdale 7
Claim Type Small
Easting 311777
Northing 276026
GPSID None

Diversion Description

WELL, 135' DEEP, 4" CASING, 1/2 HP PUMP. Located in pit in front of house next to LDS church.

Assumptions

Pressure head and elevation head.

Invoice

2000-055-01

Phase-0 (No Attention)
Phase-I (Ready to Go to Field)
Phase-II (Site Visit - Data Missin
Phase-III (Complete w/issues)
Phase-IV (Total Complete)

Linked Photos

Photos\172846a.JPG

EPE (ft)

17

Date (M/D/Y)

12/10/01

Time

16.07

Flow Rate (CFS)

0.03

Open Channel Flow

☐ Complete one box from both Area and Calculation sections

Cross Sectional Area

☐ Circular Channel

- ☐ Less than half full
☐ Half full
☐ More than half full
☐ Full

Diameter 0

Depth 0

☐ Rectangular Channel

Width 0

Depth 0

Flow Calculation

☐ Continuity

Velocity 0

☐ Orifice

(Use only for head over a pipe flowing full with free discharge)

Depth of Water above orifice centerline 0

☐ Weir

(Use only for water flowing freely over weir)

Height of water above nappe 0

Width of weir 0

☐ Manning

(If used, include photo of representative channel section)

Channel Slope

Channel Description	
Concrete lined	.016
Smooth earth	.025
Earth	.033
Rough bed, weeds on sides	.04
Smooth natural stream	.033
Rough natural stream	.1

Pumped System



HP 0.5

Pressure Head (psi) 30

Elevation Head (ft) 50

Motor Mfg

Motor Serial #

Pump Type Submersible

Pump Mfg

Pump Serial#

New Contact Information



New Contact Comments

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Engineering Services, Inc. (IESI)
Enabling People and Solutions

RIGHT ID

63 18217

63-18217 pod

