

Idaho Department of Water Resources

Claim Number: 63-20611
 Legal: T04N, R05W, S29
 Reviewed By:

1987 Napp Photo



● Point of Diversion



Place of Use



Section Lines



Quarter Quarter Lines

*Week 482-7327
 Dick 722-5193 phone*





Produced by the Geological Survey
 Orthophotograph prepared from 1:80,000-scale aerial
 photographs taken July 30, 1981

T4N, R5W, Sec. 27, NWSE
 'A63-20411

Idaho Department of Water Resources

T04N, R05W,
SEC 29

Claim No: 63-20611

Prepared By: Kimberly Brown

Date: March 17, 2006



Place of Use



Section Lines



1/4 1/4

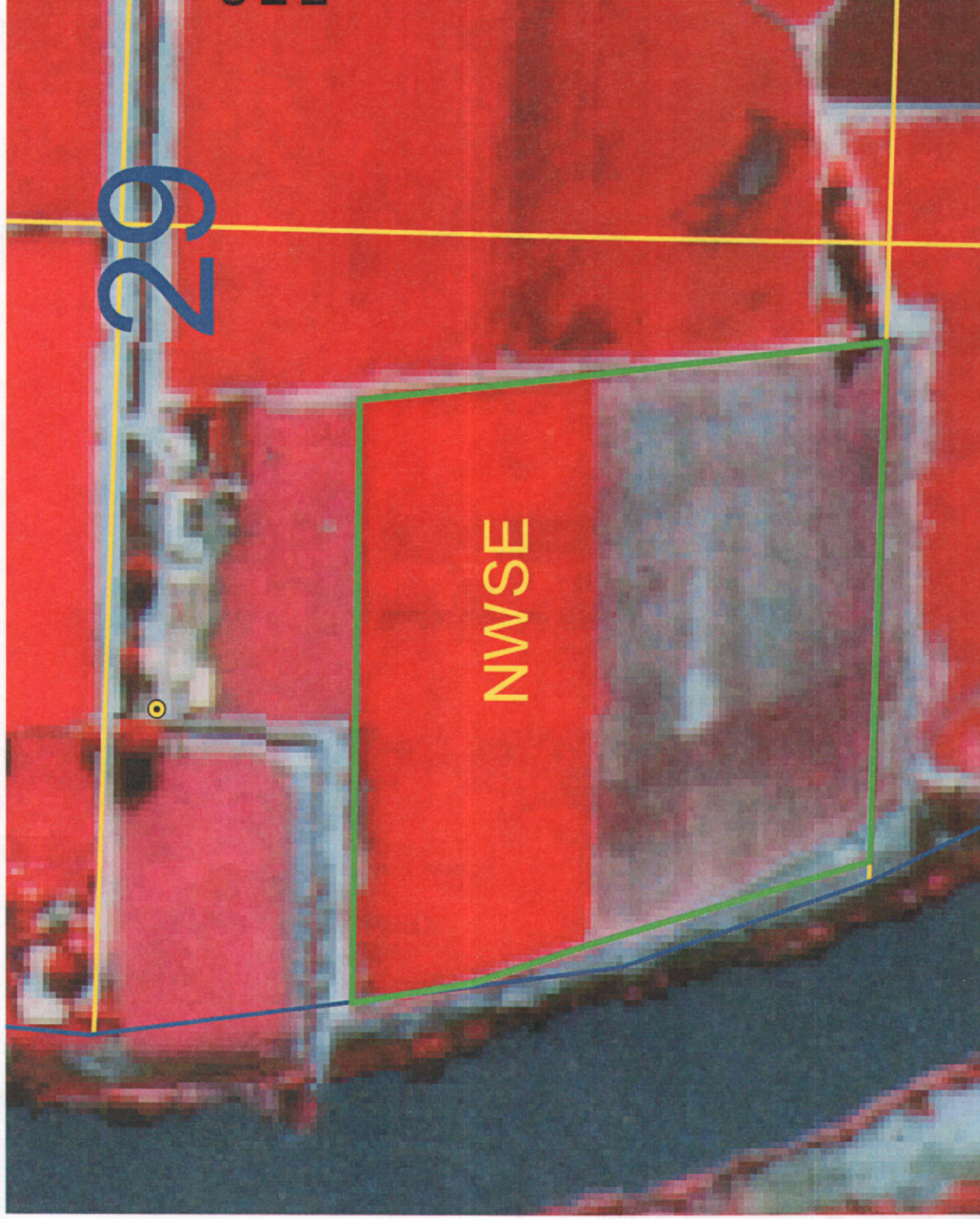


Point of Diversion

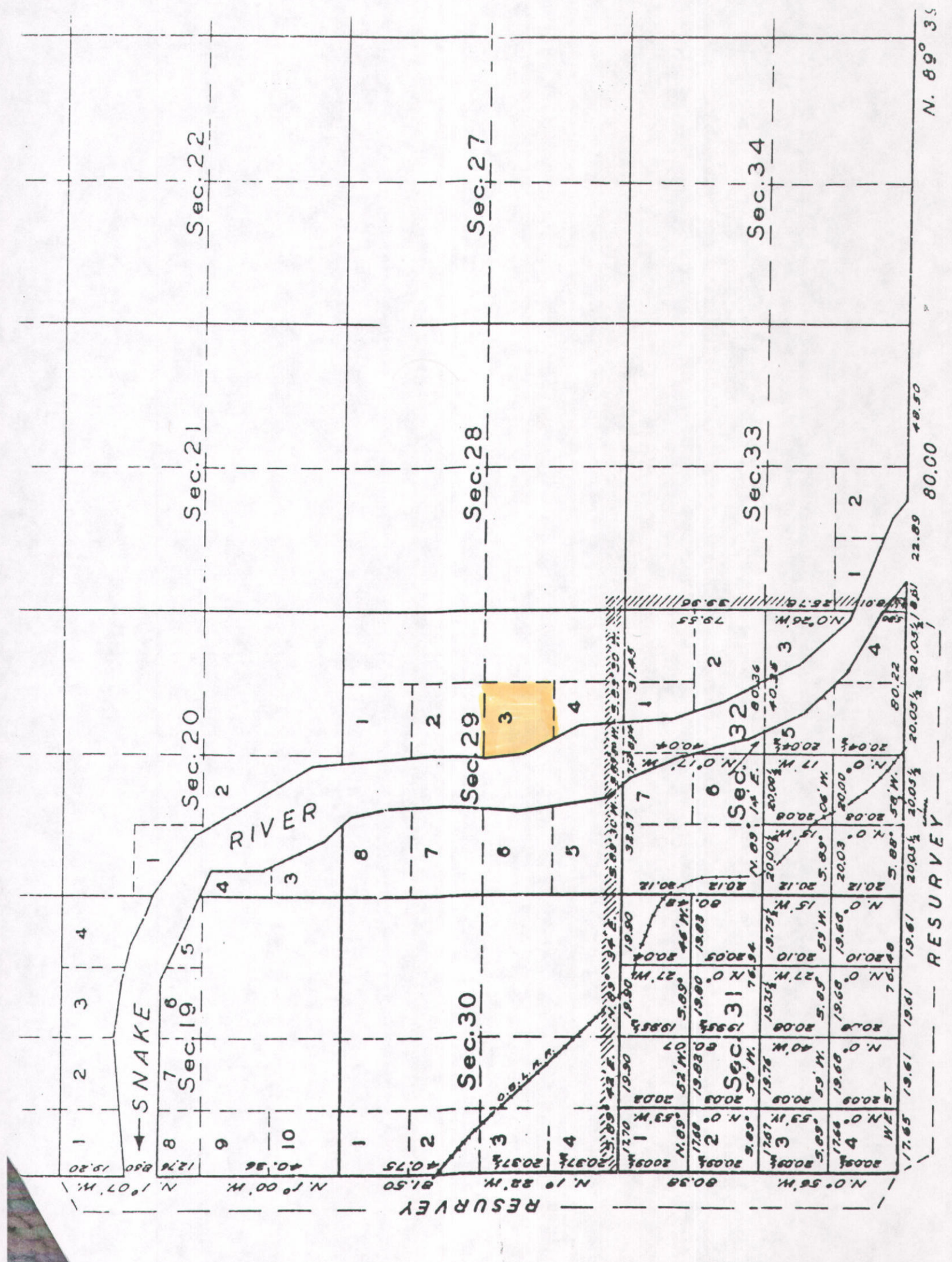
Irrigated Acres = 20.0



2004 NAPP



0 0.2 Miles



N. 89° 35'

48.50 80.00 22.89

RESERVE

Idaho Department of Water Resources



0 0.2 0.4 0.6 Miles

Claim Number: 02-2435A
Legal: T04N, R05W, S29
Reviewed By: BTB 7/05/05

● Point of Diversion
■ Place of Use
■ Section Lines
■ Quarter Quarter Lines



Idaho Department of Water Resources



Claim Number: 02-2435B
Legal: T04N, R05W, S29 & S32
Reviewed By: BTB 7/05/05

● Point of Diversion
— Place of Use
— Section Lines
— Quarter Quarter Lines



Idaho Department of Water Resources



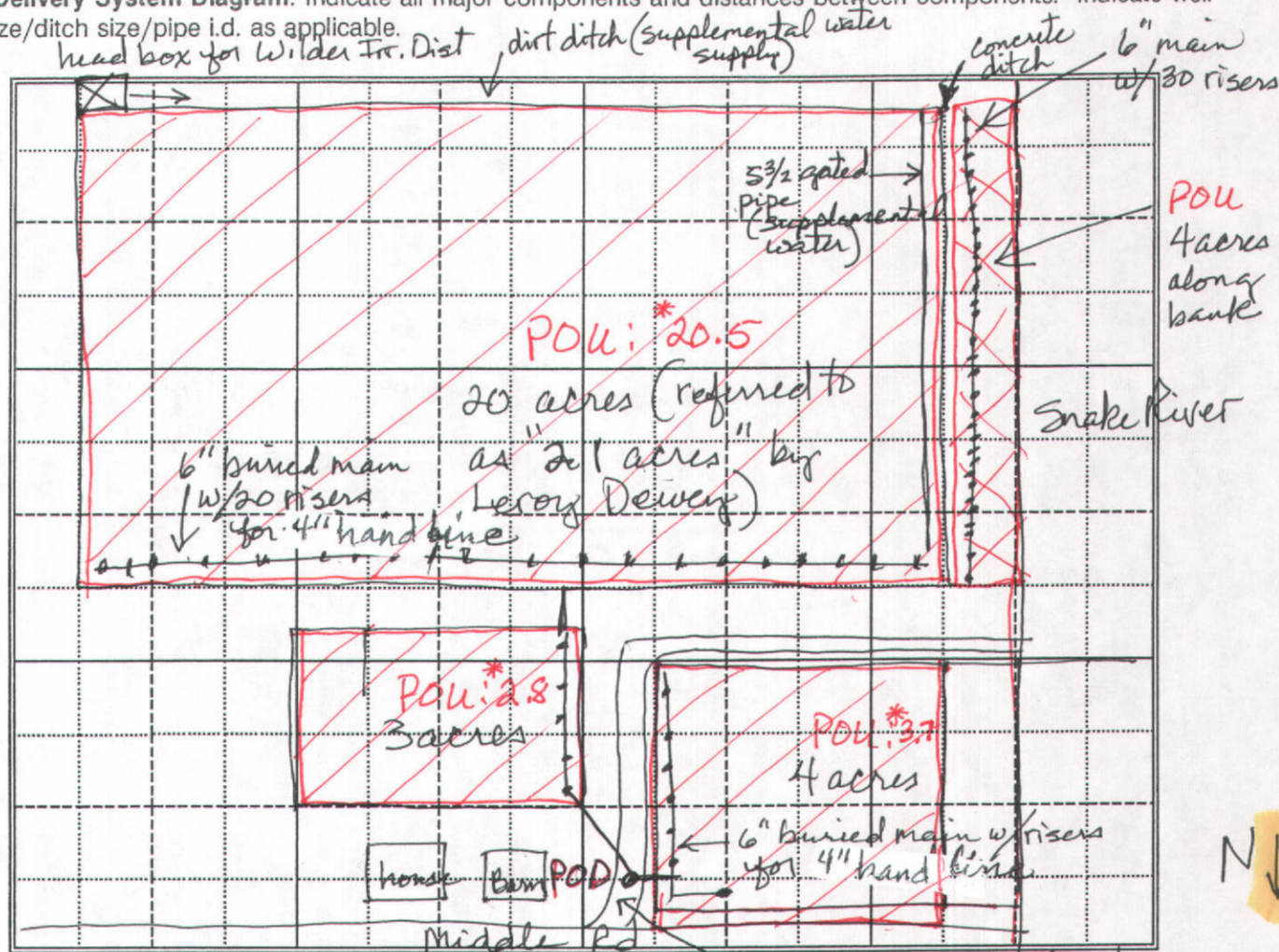
0 0.2 0.4 0.6 Miles

Claim Number: 02-2435C
Legal: T04N, R05W, S29
Reviewed By: BTD 7/06/05

● Point of Diversion
■ Place of Use
■ Section Lines
■ Quarter Quarter Lines



Delivery System Diagram: Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable.



Scale: 1" = _____



Copy of USGS Quadrangle Attached Showing location(s) of point(s) of diversion and place(s) of use (required).



Aerial Photo Attached (required for irrigation of 10+ acres)



Photo of Diversion and System Attached (required for irrigation of 10+ acres)

* See map showing actual acreage

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	Unimount	15	nonlegible		6"
	125				

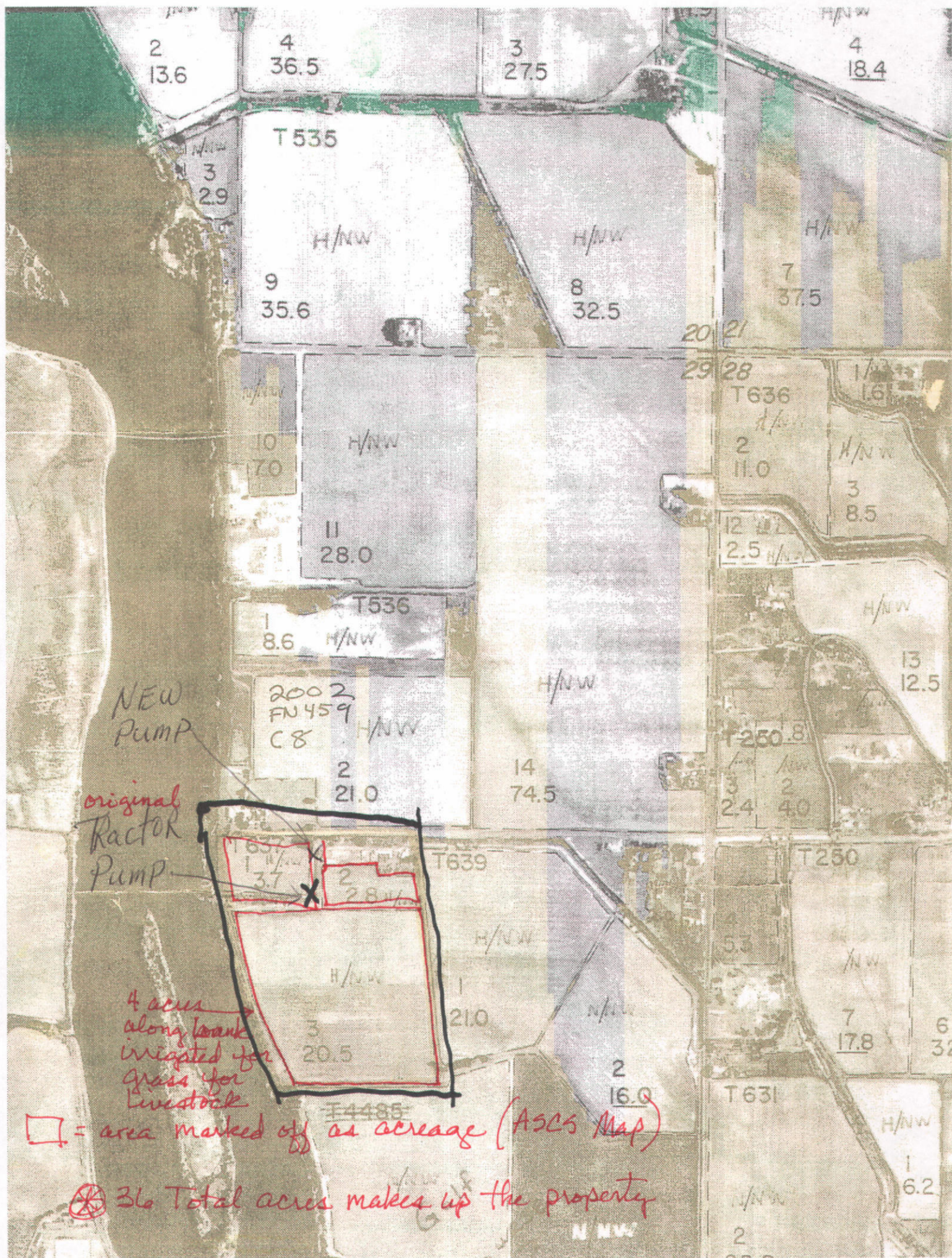
*Code to correspond with No. on map and aerial photo

FLOW MEASUREMENTS

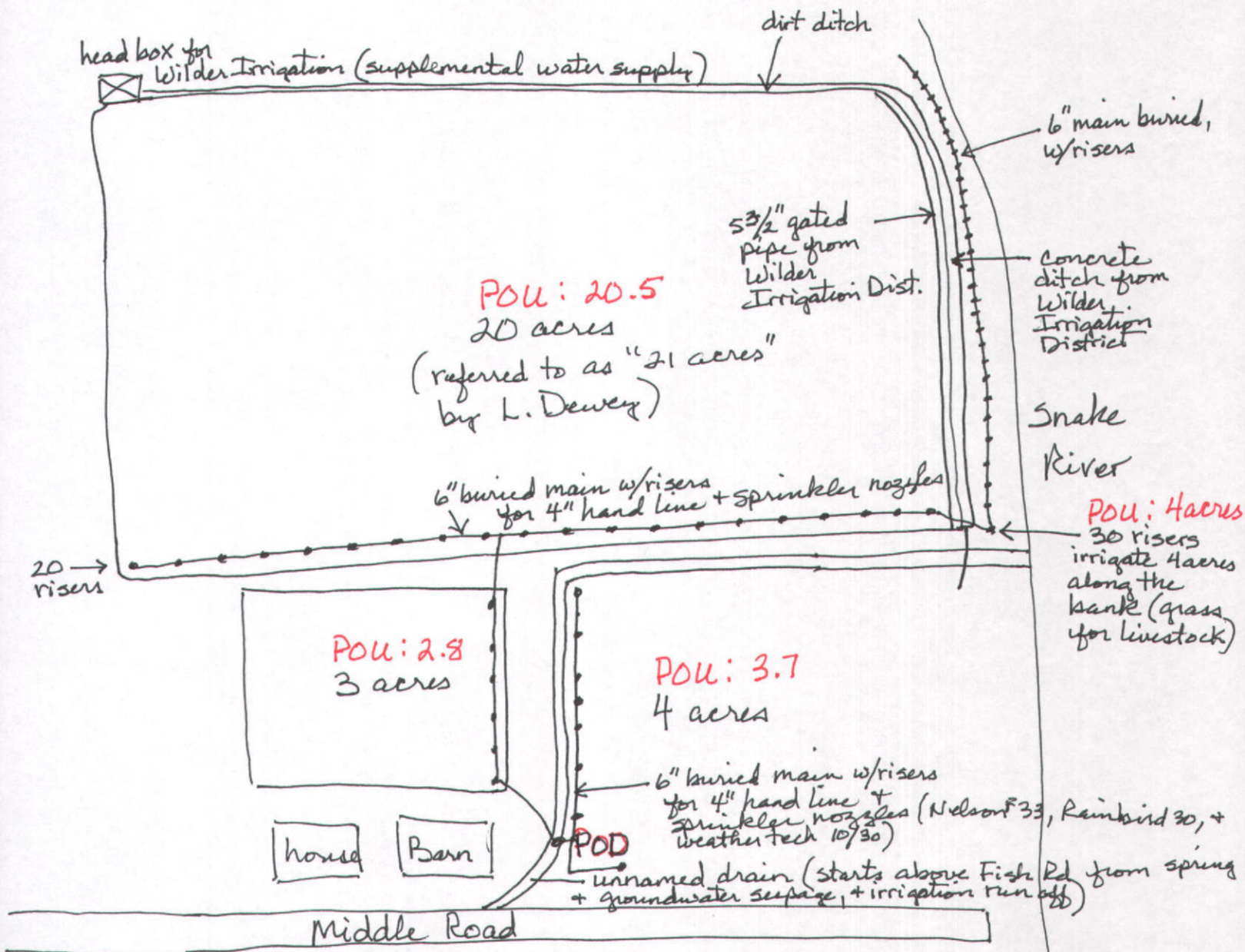
1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date

2. Measurements:



A63-20611 L. Dewey



A63-20611
Dewey

POD:

N 43° 46.20.11

W 116° 59.58.0

elevation 2184

6" steel main to 4 acres →

Unimount 125
384 RPM 15Hp

24/02/2006

Unnamed Drain

A63-20611 Dewey



4 acres

6" main
w/risers to hook up line w/ Nelson F33 Rebind 30 & weathered w/30 nozzles

6" main

24/02/2006

A63-20611 Dewey



24/02/2006

A63-20611 Dewey

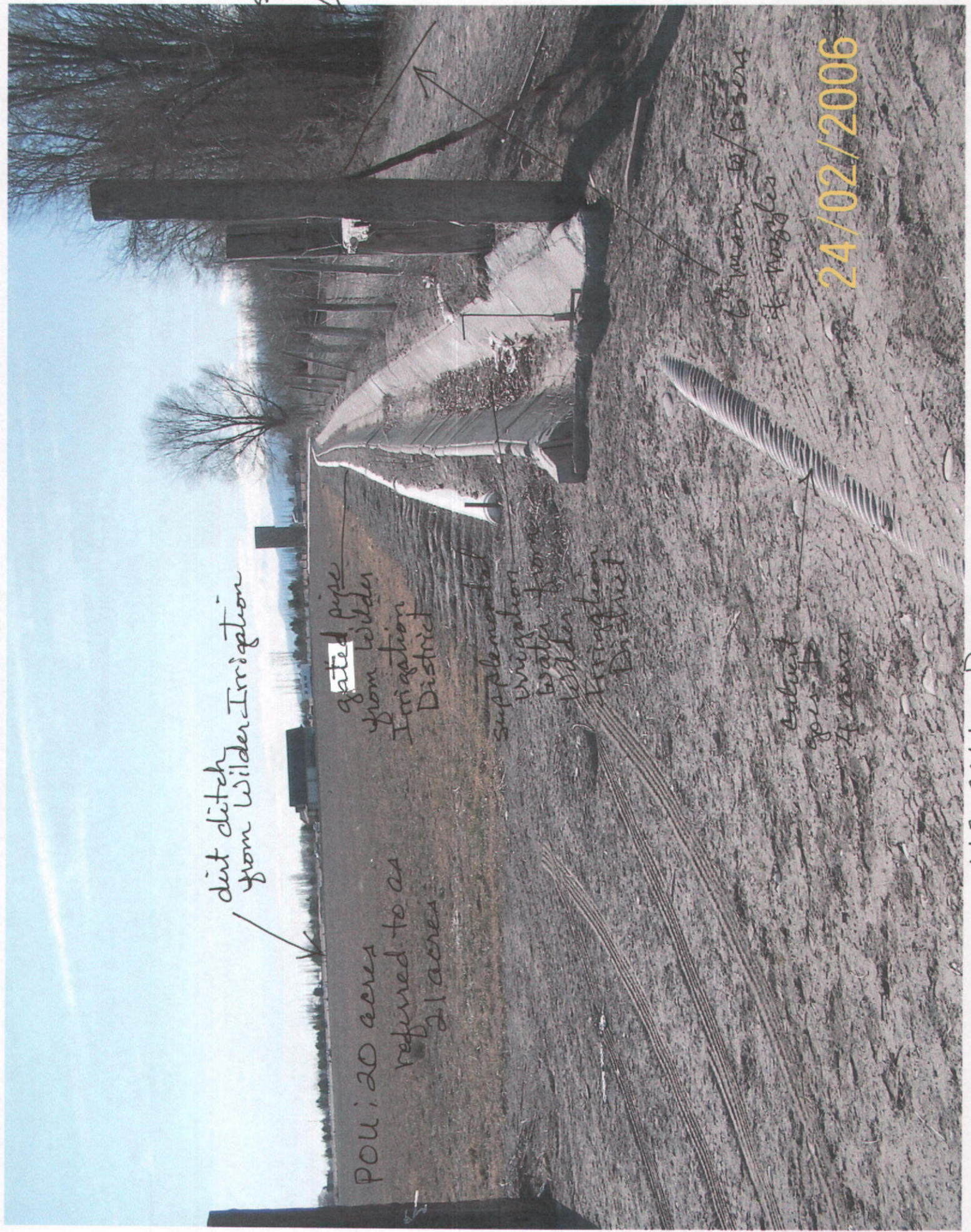
Wildcat Irrigation District,
supplemental irrigation
gated pipe

POU: 20 acres
referred to
as 21 acres

4" hand line with
Nelson F33,
Rainbird 30,
+ weather tech
10/30 nozzles

24/02/2006

A63-2061 Dewey



dirt ditch
from Wilder Irrigation

gated pipe
from Wilder
Irrigation
District

POU: 20 acres
referred to as
21 acres

supplemental
irrigation
water from
Wilder
Irrigation
District

culvert
goes to
4 acres

to main to Pizers
at Waggles

24/02/2006

Sage
River

Idaho Department of Water Resources

Claim Number: 63-20611
 Legal: T04N, R05W, S29
 Reviewed By:

1987 Napp Photo



• Point of Diversion

Place of Use

Section Lines

Quarter Quarter Lines

Original 20.0 acres claimed

Additional areas irrigated





Produced by the Geological Survey

Orthophotograph prepared from 1:80,000-scale aerial
photographs taken July 30, 1981

T40 R5W Sec. 29, NWSE
'AG3-20611

SC4

Idaho Department of Water Resources

Claim Number: 63-20611
Legal: T04N, R05W, S29
Reviewed By:

1987 Napp Photo



● Point of Diversion



Place of Use



Section Lines



Quarter Quarter Lines



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 63-20611
Date Received: 2/5/1990
Receipt No: M005727
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

CHRISTIE L DEWEY
28313 MIDDLE RD
WILDER ID USA 83676-5323

Phone: (208)482-6539

ROBERT G DEWEY
28313 MIDDLE RD
WILDER ID USA 83676-5323

Phone: (208)482-6539

2. Date of Priority: 05/20/1965

3. Source: UNNAMED DRAIN

Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
04N	05W	29	NW SE	CANYON	

5. Description of diverting works:

15 HP PUMP, SPRINKLERS, GATE PIPE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
IRRIGATION	3/15	11/15	0.4	

7. Total Quantity Appropriated is:
0.4 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	05W	29	NW	SE	IRRIGATION	20
					Section Acres	20
					Total Acres	20

11. Place of use in counties: CANYON

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

WILDER IRR. DISTRICT PAID FOR ACREAGE.

15. Basis of Claim: Beneficial Use

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: A63-20611
Date Received: 2/05/1990
Receipt No: M005727
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: L. LEROY DEWEY 208-482-7682
Address: 28313 MIDDLE RD., RT 1
WILDER, ID 83676

2. Date of Priority: MAY 20, 1965

3. Source: UNN DRAIN Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
04N	05W	29	NW	SE			CANYON

5. Description of diverting works:
15 HP PUMP, SPRINKLERS, GATE PIPE

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.400		

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

8. Total consumptive use is 70.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
04N	05W	29	NW	SE		IRR	20.0
Section Acres							20.0
Total Acres							20.0

A63-20611

Page 1

Date: 02/05/90

MICROFILMED
SEP 03 1992

11. Place of use in counties: CANYON

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

13. Other Water Rights Used:
WILDER IRR.

14. Remarks:
WILDER IRR. DISTRICT PAID FOR ACREAGE.

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): LeRoy Dewey Date: 2/5/90
Date:

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 5 day
of Feb 19 90

Linda Warner
Notary Public

Seal

Residing at LINDA WARNER
RESIDING AT EAGLE, IDAHO.
My Commission Expires MY COMMISSION EXPIRES DEC. 8, 1994

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

RECEIVED**MAR 13 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
	A63-20611 - Drain			AS	
	D202435A - River			AJ	
	63-20610 - well			PD	
	~~63-20~~				

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) L. Leroy Dewey
28313 Middle Rd. Wilder, Id 83676
4. New Owner/Claimant(s) Robert G Dewey 3/4r Christie L. Dewey
 Name Connector (Check one): ☐ I and, ☐ for, ☐ and/or
- New Mailing Address 28313 Middle Rd. Wilder, Id 83676
- City, State and ZIP Code Wilder, Id. 83676
- New Telephone Number (208) 482-6539
5. Date you acquired the property 7-20-99



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)

* Robert Dewey and or
* Christine L. Dewey

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 <u>Dee</u>	Date <u>3-13-03</u>	Fee <u>25</u>
Received by <u>Dee</u>	Date <u>3-13-03</u>	Receipt No. <u>W033940</u>
Processed by _____ AJ	Date _____	WR _____ Date _____

IN the matter of
Notice of claim to
a water Right NO.(S)

63-20611

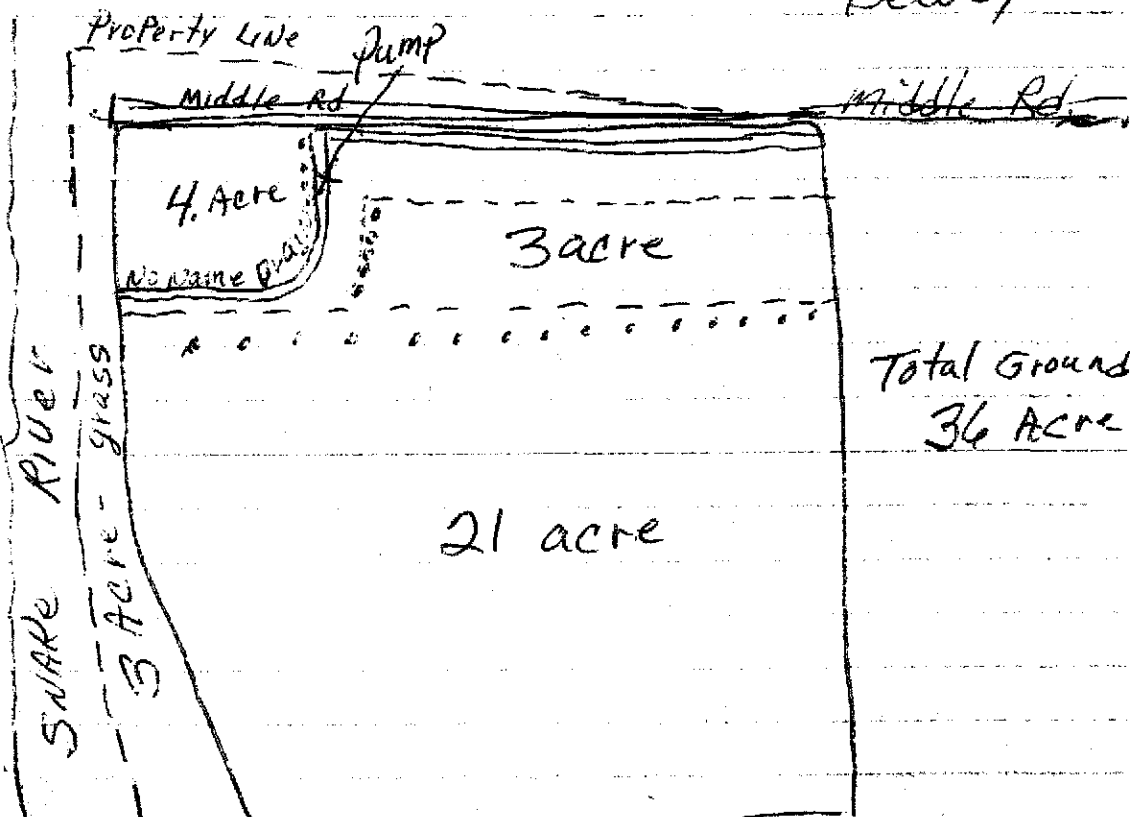
63-20610

0202435 A

This Letter is to describe
To The best of my ability
The ownership of The Property
at 28313 middle rd. Wilder Id.
IN addition I will add all
The information I can about The
water Right on the No-Name Drain

Ownership:

1948- 1951 - Willard Mills
1952 - 1954 Applegate
1955 - 1973 Franklin Prince
1973 - July 20, 1999 - LeRoy Dewey
July 20, 1999 - ON - Robert & Christie Dewey



When LeRoy Dewey bought the property there were dirt ditches ON the west, south, & east ends of the 21 acre field. He put in concrete ditches on the west, & east ends of the 21 acre field. This 21 acre field was sprinkle irrigated from a tractor-driven pump when LeRoy (my father) bought the property. Frank Prince had first used the ditch pump in 1965. The system was above-ground main lines and hand line.

I hope this will help explain everything to your satisfaction

Robert Dewey

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-20611

WATER RIGHT NUMBER: 63-20611

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	L LEROY DEWEY 28313 MIDDLE RD WILDER, ID 83676 (208)482-7682

Priority Date: 05/20/1965
Basis: Beneficial Use
Status: Active

<u>Source</u>	<u>Tributary</u>
UNNAMED DRAIN	SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	3/15 to 11/15	0.400 CFS	
	<u>Total Diversion:</u>	0.400 CFS	

Location of Point(s) of Diversion

UNNAMED DRAIN	NW1/4SE1/4	Sec. 29, Twp 04N, Rge 05W, B.M.
CANYON County		

Place of Use

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	05W	29																	20.0
																			20.0

Total Acres: 20

Conditions of Approval:

1. WILDER IRR. DISTRICT PAID FOR ACREAGE.

Remarks:

Comments:

Idaho Department of Water Resources

Claim Number: 63-20611
Legal: T04N, R05W, S29
Reviewed By:

⊙ Point of Diversion

☐

Place of Use

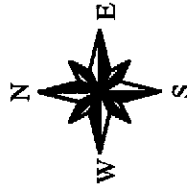
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Section Lines

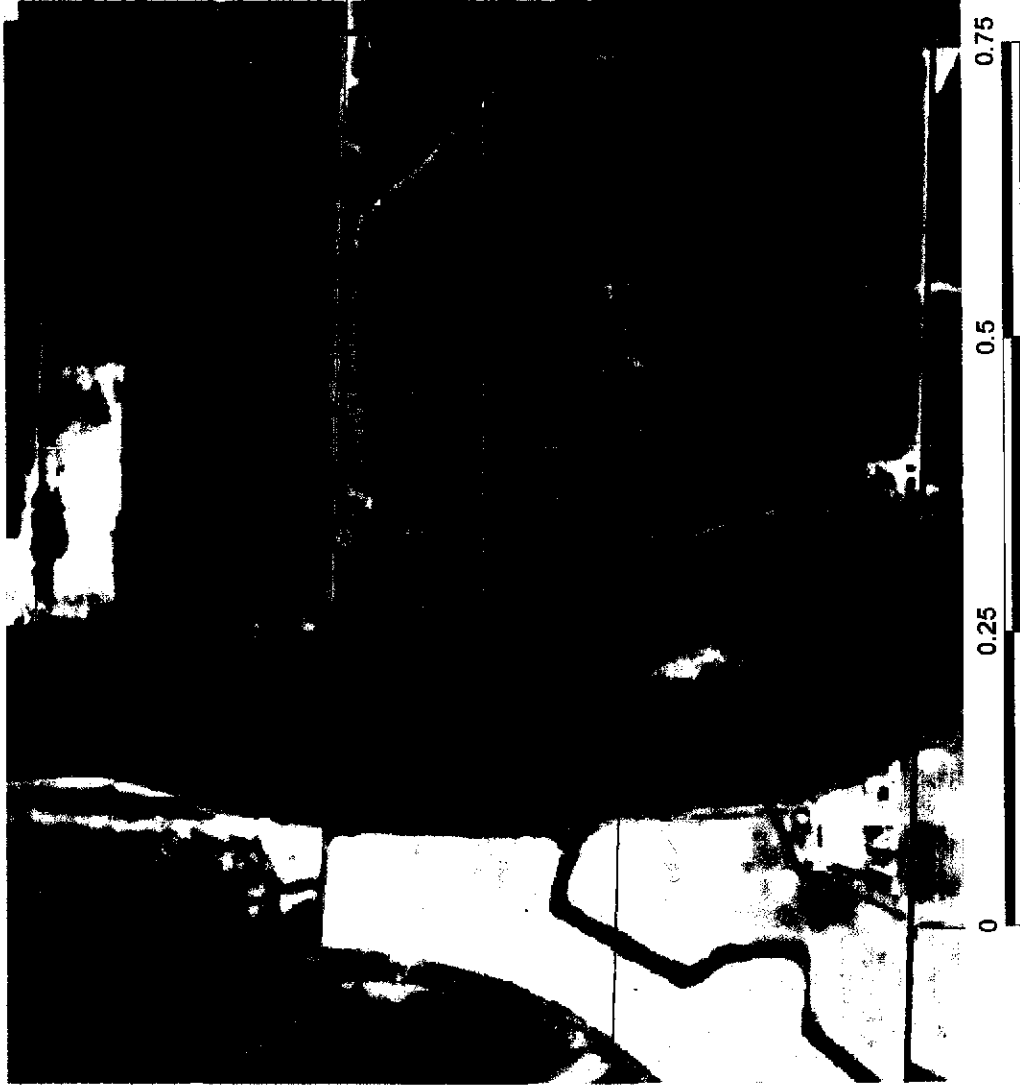
☐

Quarter Quarter Lines

Forest Service 482-7327
Dickson 723-5193 phone



1987 Napp Photo



DEED OF TRUST

THIS DEED OF TRUST, Made this July 20, 1999 BETWEEN ROBERT G. DEWEY and CHRISTIE L. DEWEY, husband and wife herein called GRANTOR, whose address is 28313 MIDDLE ROAD, WILDER, ID 83676.

PIONEER TITLE COMPANY OF CANYON COUNTY, an Idaho corporation, herein called TRUSTEE, whose address is 100-10th Avenue So., Nampa, Idaho 83651, and L. LEROY DEWEY, a married man, as his sole and separate property, herein called BENEFICIARY, whose address is , ,

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of CANYON State of Idaho, described as follows, and containing not more than forty acres:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

SHOULD THE PROPERTY DESCRIBED IN THIS DEED OF TRUST SECURING A PROMISSORY NOTE BE SOLD OR CONVEYED BY THE MAKER HEREIN, THEIR HEIRS OR ASSIGNS, PRIOR TO THE MATURITY OF SAID NOTE, THEN THE ENTIRE SUM OF PRINCIPAL AND INTEREST SHALL BECOME IMMEDIATELY DUE AND PAYABLE.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of ONE HUNDRED THOUSAND AND NO/100 Dollars, (\$100,000.00) final payment due JULY 1, 2019 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as a continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay, at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should Grantor fail to make payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may:

reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, an upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust, of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of an indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time *without notice*, either in person, by agent, or by a receiver to be appointed by a court and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon an taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the persons or persons legally entitled thereto.

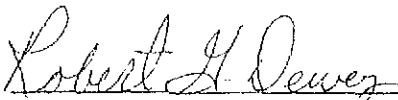
7. This Deed applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledges thereof. In this Deed whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

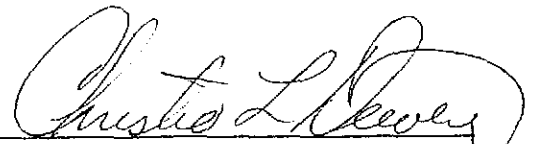
8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

DATED: July 20, 1999

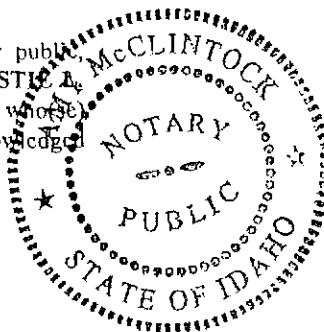

ROBERT G. DEWEY


CHRISTIE L. DEWEY

STATE OF IDAHO
COUNTY OF CANYON

On this 20 day of JULY, 1999, before me, a notary public, personally appeared ROBERT G. DEWEY AND CHRISTIE L. DEWEY, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.


Notary Public
Residing at NAMPA
My commission expires: 4/20/2000





1170 000 FEET MICROFILMED 502 503 57° 30" 504

Produced by the Geological Survey
SEP 03 1992
Orthophotograph prepared from 1:80,000-scale aerial
photographs taken July 30, 1981

T410 R5W Sec. 29, NWSE
1A68-0000

Scale
1 inch = 1 mile

In Re SRBA) A. Subcase 63-20611
(Insert water right number)
)
Case No. 39576) STANDARD FORM 1
) OBJECTION
)

Positive

JUN 1 9 2007

DEPARTMENT OF
NATURAL RESOURCES

Name & Address of Attorney, if any:

Name: Robert and Christie Dewey
Address: 28313 Middle Rd.
Wilder, ID 83676

D. I object to the following elements as recommended in the Director's Report. (Please check the appropriate box(es)).

1. ☐ **Name and Address**

Should be: _____

2. ☒ **Source**

Should be: The source should be described as waste waters, and waste waters belong to the Wilder Irrigation District.

3. ☐ **Quantity**

Should be: _____

4. ☐ **Priority Date**

Should be: _____

5. ☐ **Point of Diversion**

Should be: _____

6. ☐ **Instream Flow Beginning and Ending Point**

Should be: _____

7. ☐ **Purpose(s) of Use**

Should be: _____

8. ☐ **Period of Year**

Should be: _____

9. ☐ **Place of Use**

Should be: _____

10 ☐ **I object because:**

☒ This water right Should not exist.

☐ This water right was not recommended, but Should be recommended with the elements described above.

E. REASONS SUPPORTING OBJECTIONS(S): There has been no lawful appropriation of this right. The description of the source should have been waste water. The waste waters belong to the Wilder Irrigation District and are not available for private development and appropriation. Further, any attempted development of this right constitutes a trespass against the drains of the Wilder Irrigation District. Proposed wastewater remark does not sufficiently protect original appropriator.

F. VERIFICATION (must be completed)

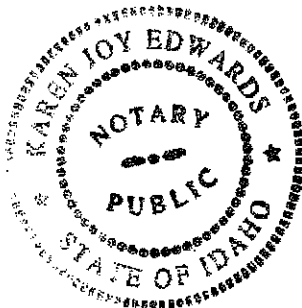
State of Idaho)
County of Ada)ss.

Albert P. Barker, duly sworn, upon oath, deposes and says:
(Name of person filing objection)

That I am the party/claimant filing this objection, as defined by I.C. §§ 42-1401A(1) and(6) or that I am the attorney for the party/claimant objecting and that I have read this objection, know its contents and believe that the statements are true to the best of my knowledge.

(Signature of person filing objection)
[Signature]
(Attorney signing in representative capacity)

Subscribed and sworn to before me on: 6/18/07



Notary Public for Idaho
Residing at: Boise, Idaho
My Commission Expires: 8/2/2012

Karen Joy Edwards

INSTRUCTIONS FOR MAILING

You must mail the objection, to the Clerk of the court. **FAX filings will not be accepted.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

G. CERTIFICATE OF MAILING

I certify that on JUN 18 2007, 2007, I mailed the original and copies of this objection, including all attachments, to the following persons:

1. Original to:

Clerk of the District court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

2. One copy to the claimant of the water right at the following address:

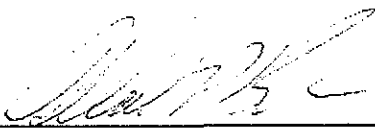
Name: Robert and Christie Dewey
Address: 28313 Middle Rd.
Wilder, ID 83676

3. Copies to:

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098

United States Department of Justice
Environment & Nat'l Resources Div
550 W Fort Street, MSC 033
Boise, ID 83724

Chief, Natural Resources Division
Office of Attorney General
PO Box 44449
Boise, ID 83711-4449



Signature of objector or attorney
mailing on Objector's behalf

12/10/2006

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

RIGHT NUMBER: 63-20611
NAME AND ADDRESS: ROBERT G DEWEY
28313 MIDDLE RD
WILDER ID 83676-5323

CHRISTIE L DEWEY
28313 MIDDLE RD
WILDER ID 83676-5323

SOURCE: UNNAMED DRAIN TRIBUTARY: SNAKE RIVER

QUANTITY: 0.400 CFS
90.00 AFY

PRIORITY DATE: 05/20/1965

POINT OF
DIVERSION: T04N R05W S29 NWSE Lot 3 Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
IRRIGATION	03/01 11/15	0.400 CFS 90.00 AFY

PLACE OF USE: IRRIGATION in CANYON County
T04N R05W S29 Lot 3 NWSE 20.00

20 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 33 acres in a single irrigation season. Combined Right Nos.: 2-2435A and 63-20611

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.

This right remains subject to the right of the original appropriator, in good faith and in compliance with state laws governing changes in use and/or expansion of water rights, to cease wasting water, to change the place or manner of wasting it, or to recapture it.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Use of this right is combined with water from Wilder Irrigation District.

07/12/2006

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

RIGHT NUMBER: 63-20611

NAME AND ADDRESS: ROBERT G DEWEY
28313 MIDDLE RD
WILDER ID 83676-5323

CHRISTIE L DEWEY
28313 MIDDLE RD
WILDER ID 83676-5323

SOURCE: UNNAMED DRAIN

TRIBUTARY: SNAKE RIVER

QUANTITY: 0.400 CFS
90.000 AFY

PRIORITY DATE: 05/20/1965

POINT OF DIVERSION:

T04N R05W S29 NWSE Lot 3 Within CANYON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

03/01 11/15

0.400 CFS
90.00 AFY

PLACE OF USE: IRRIGATION Within CANYON County

T04N R05W S29 Lot 3 NWSE 20.00

20 ACRES TOTAL

The rights listed below are limited to the irrigation of a combined total of 33 acres in a single irrigation season. Combined Right Nos.: 2-2435A and 63-20611

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.

EXPLANATORY MATERIAL: BASIS OF CLAIM - Beneficial Use

Use of this right is combined with water from Wilder Irrigation District.

Idaho Department of Water Resources

**T04N, R05W,
SEC 29**

Claim No: 63-20611

Prepared By: Kimberly Brown

Date: March 17, 2006



Place of Use



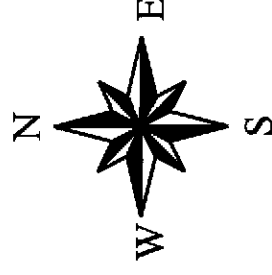
Section Lines



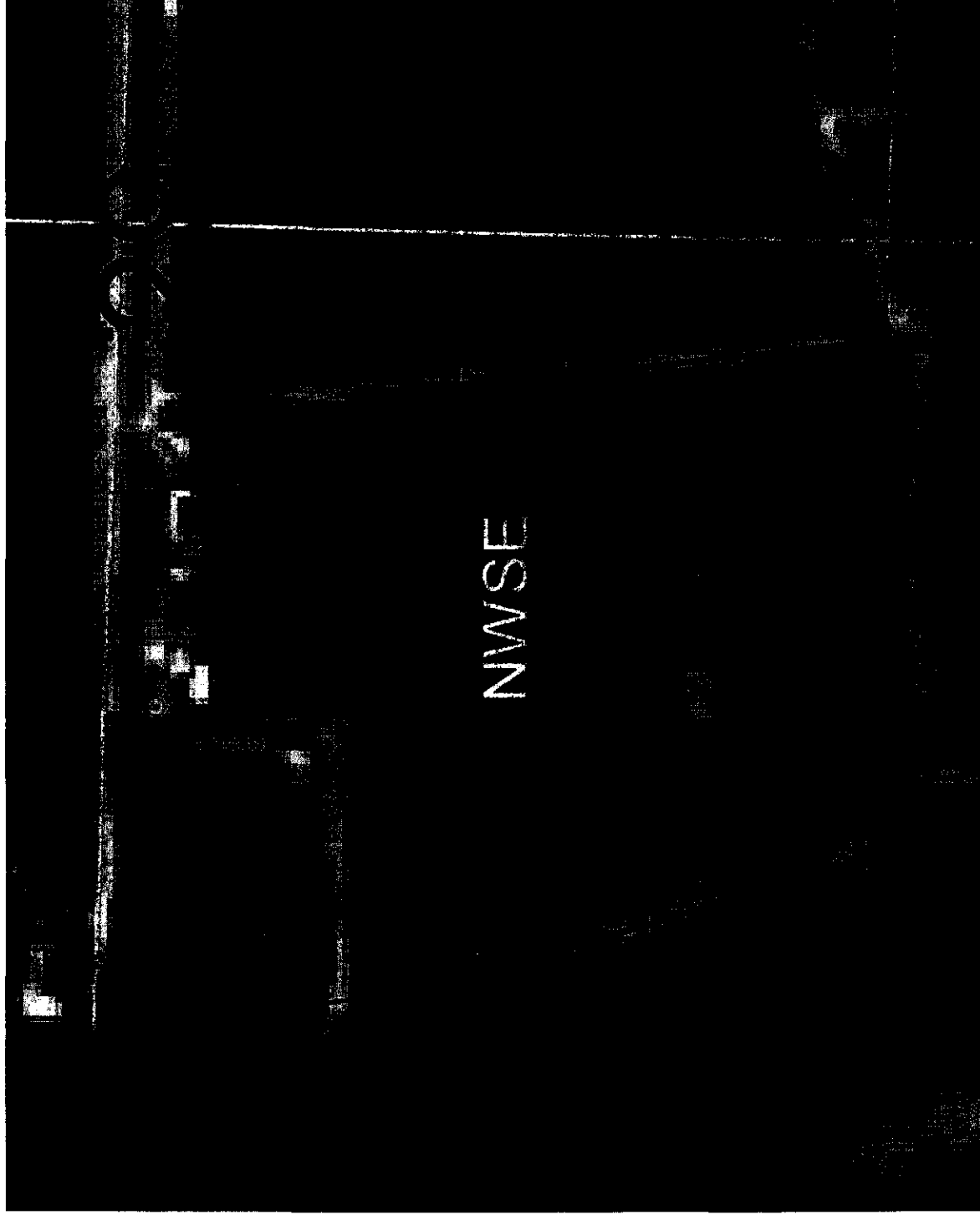
1/4 1/4

☉ Point of Diversion

Irrigated Acres = 20.0



2004 NAPP



IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 63-20611

WATER RIGHT NUMBER: 63-20611 ✓

Owner TypeName and Address~~Previous~~ Current OwnerProperty AddressL LEROY DEWEY ✓
28313 MIDDLE RD
WILDER, ID 83676
(208)482-7682

Priority Date: 05/20/1965 ✓

Basis: Beneficial Use ✓

Status: Active

Source

UNNAMED DRAIN ✓

Tributary

SNAKE RIVER ✓

Beneficial Use

IRRIGATION ✓

From To

3/15 to 11/15 ✓

Diversion Rate

0.400 CFS ✓

Annual Volume

80.0 AF

Total Diversion:

0.400 CFS ✓

90.0 AFA

Location of Point(s) of Diversion

UNNAMED DRAIN

NW1/4SE1/4 ✓

Sec. 29, Twp 04N, Rge 05W, B.M. ✓

CANYON County ✓

ADD: Govt. lot 3Place of Use

IRRIGATION ✓

Twp	Rge	Sec	NE				NW				SW				SE				Totals
✓ 04N	05W	29	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	20.0
																			20.0

Total Acres: 20 ✓

Conditions of Approval:

1. WILDER IRR. DISTRICT PAID FOR ACREAGE.

Remarks:ADD W59 - Use is combined with Wilder Irr. Dist.Comments:

ADD E56 - The rights listed below are limited to the irrigation of a combined total of 33 acres in a single irrigation season - #2-2435A and #63-20611.

Parcel No: R3721500000. (34.58 AC)

Robert, son - they use the water for 36.0 AC, not just 20.0!

change to 3/15

(in office review)

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION FIELD REPORT**

Prior to Field Exam

- ☒ Copy of Claim, claim has been signed, sealed, and dated by notary?
- ☒ Check fees paid \$50⁰⁰ - Wilder Irr. Dist. pd. variable/acresage fee
- ☐ Well logs (if needed) N/A
- ☒ Copy of topo or NAPP
- ☒ Check of Govt. Lots, if needed, Govt. Plat/Tax lot information None in Sec. 29
- ☒ Check POD & POU overlap, see below - include overlapping right for exam
- ☒ Evidence of Priority - if none, talk with claimant

CLAIMANT INFORMATION - verify contact information is completeClaim No(s) A63-20611Owner: L. Leroy Dewey Phone No. 482-7682Current Address: 28313 Middle Rd, Rt. 1 Wilder 83676

- ☐ No change NAME IS THE SAME
- ☒ NEW OWNER Robert (Bob) G. Dewey
- ☒ No change Address
- ☐ NEW ADDRESS
- ☐ How long owned property? _____

Accompanied by: N/A**PRIORITY DATE**

- ☒ No change - Complete evidence submitted or not necessary
- ☐ Incomplete - Claimant should be asked when water was first used and submit proof of date.
- ☒ Priority date is acceptable/within mandatory filing dates?

Priority date, per claimant, is: 5/20/65

(If priority date, based on your exam, seems questionable, explain below.)

Source: Unnamed Drain Tributary to _____

- ☒ No Change - SAME SOURCE
- ☐ Source found is different than claimed: _____

POINT OF DIVERSION

- ☐ No change
- ☐ POD found is different than claimed: ADD: Government lot 3
- ☐ If different, when did POD change? _____

DIVERSION AND DELIVERY SYSTEM

Points of Diversion:

ID #	Govt Lot #	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks GPS ID

Description of diverting works

See Field Report.**OVERLAP REVIEW**

Other water rights with the same point of diversion:

Does overlap add acres or uses to existing system, increase rate of flow or volume, or other? Explain:

WATER USESSeason of Use begins 3/1.☐ No change☐ Different UsesUse _____ From 3/1 To _____ Amount _____ CFS 90.0 AFA

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

Use _____ From _____ To _____ Amount _____ CFS _____ AFA

$20.0 \text{ AC} \times 4.5 \text{ af/acre} = 90.0 \text{ af/annum}$
 $\textcircled{V} 0.4 \text{ cfs} \times 1.9835 \times 260 \text{ days} = 206.3 \text{ af/annum}$

TOTAL VOLUME - Groundwater only

☒ Incomplete on claim, the total is, Amount _____ CFS 90.0 AFA☐ Changes found, the new total is, Amount _____ CFS _____ AFA☐ More than 1" per Acre? Yes _____ (claimant must complete excess flow sheet)**NON-IRRIGATION USES:**☒ No change None☐ Changes Exam found: Domestic # of homes _____ Stock # _____

Types _____ Additional comments: _____

PLACE OF USE:☐ No Change☒ Changes shown below: ADD: Government Lot 3

[illegible]

AFTER EXAM THE FILE SHOULD CONTAIN:

- ☒ Completed claim checklist
- ☒ Photographs of POD's and POU
- ☒ GPS readings
- ☒ Completed map and or GIS layout showing POD's and POU

DATE EXAM CONDUCTED: 7.12.06 (in-office review)

FIELD EXAMINER: Kimberly Brown

REAL PROPERTY INQUIRY

```

+++++
01 0R37215-000- -0 025-00 SCH133+ 01 14,500 20.34
+++++
DEWEY, ROBERT G + 10 16,000 1.00
& DEWEY, CHRISTIE L H/W + 19 5.67
+ 31 61,000
+ 32 4,800
+
28313 MIDDLE RD +
WILDER ID 83676 +
+++++
29-4N-5W SE + TOTAL 98,600 34.01
TX 1 OF LTS 3&4 LS TX 98958 +
+ SURVEY INST 9928732
+ DRAIN DR VALUE APPR KGE
+ CLASS 2 REAP 98 MAN 97 UNIT 1
+ PARCEL 0R04N05W297950 H/O N C/B N
+ PRIOR ACCOUNT 9R37215-000- -0
+ 02 MH on Property NO

```

MODE:F ACTION: TRAITS INQUIRY TRQK318

ACCOUNT NUMBER R37215000 0 UNIT 001 TOTAL UNITS 1

SITE 28313 MIDDLE RD WI SEC/TWN/RNG 29-4N-5W

ASSESSED VALUE 106,400 ACREAGE 34.01

SUB/PARK NAME YEAR/MAKE

CLASS 2 OWNER / OCCUPIED HOUSE CLASS ' 2' SPACE LOT BLOCK

```

+++++
YR BUILT 1965 AIR COND AIR - NONE CARPORT N
STORY 1 STORY HEATING GAS FA CARPORT SQ FT
FIRST SQ FT 1536 EXTERIOR VNYL SIDING DECK/PATIO? N
SECOND SQ FT ROOF COMP POOL? N
BEDS 3 BSMT SQ FT SPA? N
BATHS 2.00 % BSMT FIN LOT SIZE
FRPLC 1 GARAGE A2 NEIGHBORHOOD 0
GARAGE SQ FT 600

```

```

+++++
COMMENTS GRAIN BIN, HAY COVER, MISC STO MOBILE HOME ONLY
WIDTH/LENGTH
EXPANDO

```

MODE:F ACTION: TRAITS INQUIRY TRQK318

ACCOUNT NUMBER R37215000 0 UNIT 001 TOTAL UNITS 1

SITE 28313 MIDDLE RD WI SEC/TWN/RNG 29-4N-5W

ASSESSED VALUE 106,400 ACREAGE 34.01

SUB/PARK NAME YEAR/MAKE

CLASS 2 OWNER / OCCUPIED HOUSE CLASS ' 2' SPACE LOT BLOCK

```

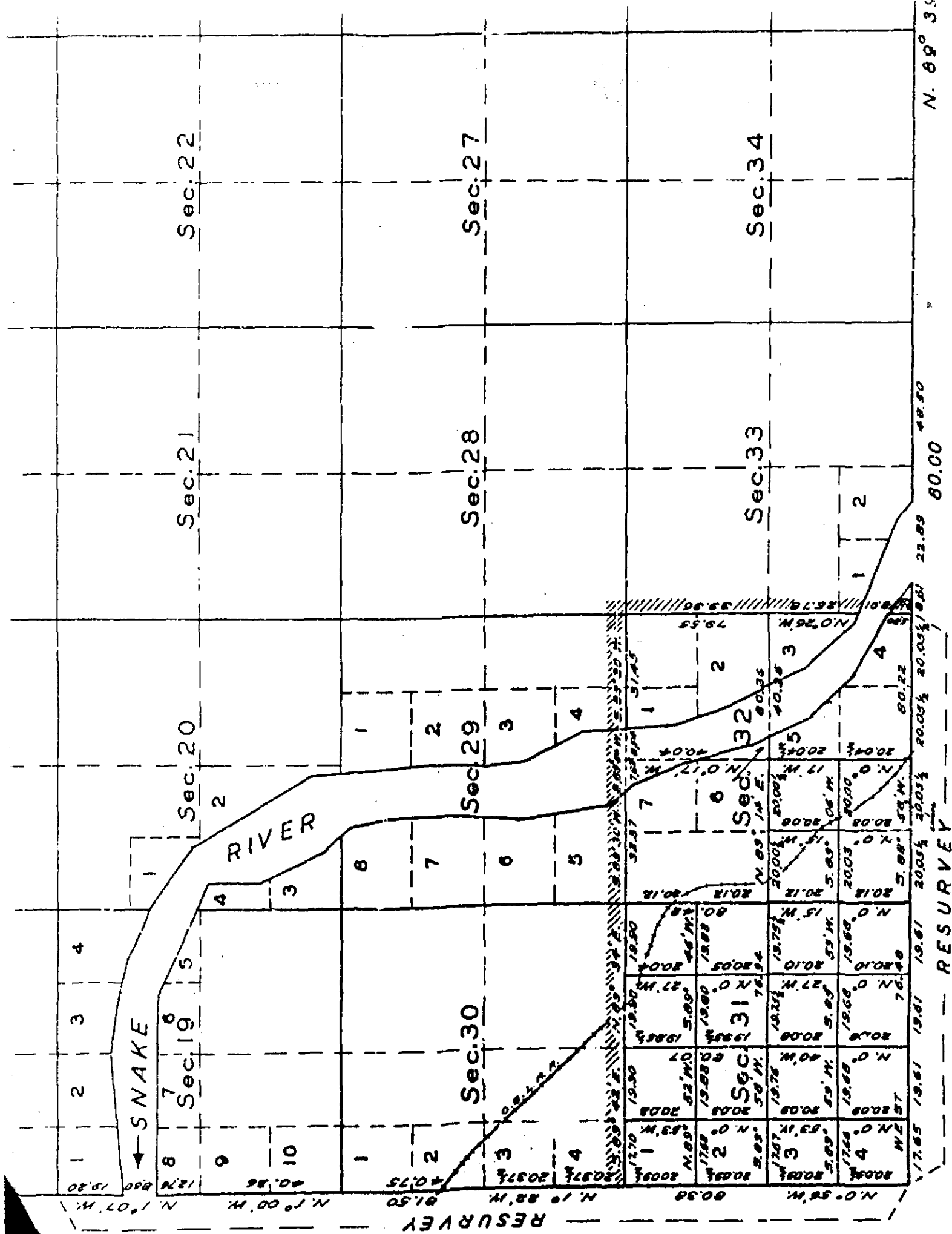
+++++
YR BUILT 1965 AIR COND AIR - NONE CARPORT N
STORY 1 STORY HEATING GAS FA CARPORT SQ FT
FIRST SQ FT 1536 EXTERIOR VNYL SIDING DECK/PATIO? N
SECOND SQ FT ROOF COMP POOL? N
BEDS 3 BSMT SQ FT SPA? N
BATHS 2.00 % BSMT FIN LOT SIZE
FRPLC 1 GARAGE A2 NEIGHBORHOOD 0
GARAGE SQ FT 600

```

```

+++++
COMMENTS GRAIN BIN, HAY COVER, MISC STO MOBILE HOME ONLY
WIDTH/LENGTH
EXPANDO

```



Idaho Department of Water Resources



Claim Number: 02-2435A
Legal: T04N, R05W, S29
Reviewed By: BTB 7/05/05

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



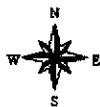
Idaho Department of Water Resources



0 0.2 0.4 0.6 Miles

Claim Number: 02-2435B
Legal: T04N, R05W, S29 & S32
Reviewed By: BTD 7/05/05

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



Idaho Department of Water Resources



0 0.2 0.4 0.6 Miles

Claim Number: 02-2435C
Legal: T04N, R05W, S29
Reviewed By: BTD 7/06/05

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



Canyon County *
Snake River *
3.54 sec.ft. *
Irrigation *
Priority - 10-19-07 *

63-2435

S T A T E O F I D A H O

Water License No. 3201.

WHEREAS, On the 19th day of October, A.D.1907, ADONIRAM J. ROCKWOOD of Roswell, County of Canyon and State of Idaho, duly made application (No.4494) to me for a permit to use 3.73 cubic feet per second of the waters of Snake River, County of Canyon, State of Idaho, for irrigation and domestic purposes; and,

WHEREAS, On the 26th day of October, A.D.1907, Permit No. 3201 was issued to said applicant for the diversion of said water and providing for the completion of the works of diversion therein described on or before the 26th day of April, A.D.1908, and for the application to beneficial use of said water on or before the 26th day of April, A.D.1908, and,

WHEREAS, On the 30th day of January, A.D.1908, the holder of said permit duly made proof of the completion of adequate works for the diversion of 3.73 cubic feet per second of said waters, as evidenced by my Certificate No. 3201, dated February 21,1908, confirming the completion of works of sufficient capacity for diverting and conveying to the place of intended use 3.73 cubic feet per second of water, with date of priority of October 19,1907, and,

WHEREAS, On the 30th day of January, A.D.1908, proof was duly made of the application to beneficial use of 3.54 cubic feet per second of said water;

NOW, THEREFORE, By virtue of the authority vested in me by the laws of the State of Idaho, I hereby grant and confirm to ADONIRAM J. ROCKWOOD of Roswell, Idaho, the holder and owner of said Permit No. 3201, a perpetual right, dating from October 19,1907, to the use of 3.54 cubic feet per second of the waters of Snake River in the County of Canyon and State of Idaho, or so much thereof as may be necessary for the purposes hereinbelow mentioned, to be diverted at a point in Lot 2, Section 4, Township 3 North, and Lot 4 Section 29, Township 4 North, Range 5 West of B.M., and conducted to and upon about (38 acres in Lot 2; ~~39 acres in Lot 3~~; 25 acres in Lot 4 and 75 acres in East half of Southeast quarter; All in Section 29, Township 4 North, Range 5 West of Boise Meridian, for the purpose of irrigation and domestic use, subject, however, to the laws of the State of Idaho applicable to a license for the use of the waters of the State, and subject, also, to the local or community customs, rules and regulations which have been or may be adopted from time to time by a majority of the users from a common source of supply, canal or lateral from which such water may be taken, when such rules and regulations have for their object the economical use of such water.

Witness my hand and the seal of my office at Boise,
Idaho, this 21st day of February, A.D. Nineteen Hundred
and eight.

(SEAL)

Recorded February 21,1908;

Jas. S. Stephenson, Jr.,
State Engineer.

63-2435
02-243

No.4494.

APPLICATION FOR PERMIT

To Appropriate the Public Waters of the State of Idaho

1. Name of applicant: Adoniram J. Rockwood.

Postoffice address: Roswell.

County: Canyon State: Idaho.

2. The quantity of water claimed is 3.73 cubic feet per second.

3. Source of water supply: Snake River.

County of Canyon.

4. Location of point of diversion: Lot 2, Sec. 4, T. 3 N. R. 5 W. B. M. No. 1 & Lot 4 Sec. 29, T. 4 N R. 5 W. E. M. No. 2.

5. To be used for: Irrigation.

I. Irrigation and domestic use:

(a) Amount of land to be irrigated: 186.70 acres.

(b) In the following legal subdivisions: Lots, 2, 3 & 4 & E2 S. E.4 Sec. 29

T 4 N. R. 5 W. B. M.

6. Estimated cost of works: \$300.00

7. Description of works for diversion:

I. Kind of works: Ditch, flume & raised ditch.

II. Dimensions of works:

(d) Length of conduit is Two miles, and it crosses the following quarter sections:

SW4 & NW4 Sec. 23, SW4 Sec. 28 & SE4 & NE4 Sec. 29 all in T 4 N. R. 5 W.

to land described in 5 I (b) above which is the point of intended use.

8. Time required for the completion of the construction of such work is.....years.

9. Time required for the complete application of the water to the proposed use is.....additional years.

BE IT KNOWN That the undersigned hereby makes application for a permit to appropriate the public waters of the State of Idaho as herein set forth.

Adoniram J. Rockwood

Applicant.

Remarks: Answer to 8 & 9. The ditches are made & we have irrigated lands for two seasons.

APPROVAL OF STATE ENGINEER.

The number of this permit is 3201.

Date of first receipt of application 9 A.M. October 19, 1907.

Recorded in Book 9 Page 3201 Approved October 26, 1907.

This is to certify that I have examined the within application for a permit to appropriate the public waters of the State of Idaho and hereby grant the same, subject to the following limitations and conditions:

Work to begin on or before December 25, 1907, and to continue diligently and uninterruptedly to completion, unless temporarily interrupted by circumstances over which permit holder has no control.

One-fifth of the work above specified to be completed on or before January 26, 1908.

The whole of said work to be completed on or before April 26, 1908.

The time for proof of beneficial use of water appropriated in accordance herewith, to extend to April 26, 1908.

Witness my hand this 26th day of October 1907.

Jas. Stephenson, Jr.,

State Engineer.

Blank notice of proof of completion and beneficial use mailed applicant November 22, 1907.

Notices received November 30, 1907, fixing January 30, 1908, as date and Caldwell as place of proof

Notice for publication mailed Parma Herald November 30, 1907.

Deposition blanks mailed applicant November 30, 1907.

W. H. Schenck authorized November 30, 1907, to make examination of works.

His report received December 10, 1907.

Affidavit of publication, depositions and fees received February 1, 1908.

Certificate and license issued February 21, 1908.

Permit No.3201

CERTIFICATE OF COMPLETION OF WORKS.

To All Whom it May Concern:

This is to certify that ADONIRAM J. ROCKWOOD of Roswell, County of Canyon and State of Idaho, the holder of Permit No. 3201, issued upon Application No. 4494, bearing date of priority of October 19, 1907, authorizing the diversion of 3.73 second feet of the waters of Snake River, County of Canyon, State of Idaho, for irrigation and domestic purposes, has fully complied with the provisions of the laws of the State of Idaho relating to the proof of completion of the works of diversion set out and described in said permit; that said works are adequate for diverting and conveying to the place of intended use 3.73 second-feet of the waters of Snake River; that the point of diversion of said waters is as follows: No. 1 at a point in Lot 2, Section 4, Township 3 North, Range 5 West of Boise Meridian; No. 2 at a point in Lot 4, Section 29, Township 4 North, Range 5 West of Boise Meridian, and that the lands proposed to be irrigated by the use of said water are described as follows, to-wit: Lots 2, 3 and 4 & East half of Southeast quarter (E2 SE4) Section 29, Township 4 North, Range 5 West of Boise Meridian.

Witness my hand this 21st day of February, A.D. 1908.

Jas. Stephenson, Jr.

State Engineer.

License issued for 3⁵⁴ second feet
P. 269

Walter R. Cupp
Caldwell, Idaho

Office of
United States Commissioner
District of Idaho

State of Idaho)
 • SS:
County of Canyon)

I hereby certify that at 3 O'clock P. M. on this 30th., day of January 1908, before me, Walter R. Cupp, a United States Commissioner in and for the District of Idaho, at my office at Caldwell, Idaho came Adoniram J. Rockwood of Roswell, Idaho with his witnesses, Lawrence Wamstad and Isaac Smith both of Roswell, Idaho, to submit proof of the completion of works for the diversion of 3.73 cubic feet per second of the waters of Snake River, and of the application to beneficial use of said waters in accordance with the terms and conditions of Permit 3201 heretofore issued by the State Engineer of the State of Idaho. The place where said waters are used being the Lots 2, 3, and 4, and E. 1/2 SE. 1/4 Sec. 29, Twp. 4 N. of R. 5 W. B.M. That the said Adoniram J. Rockwood tenders herewith the fees as required by the laws of the State of Idaho, to wit, Completion of works \$5.00 and Application to beneficial use \$10.00.

That to the present time there have been no protests counter or adverse claims presented before me affecting said proof in any manner whatsoever.

IN WITNESS WHEREOF, I hereunto set my hand and affix my official seal at 6 o'clock P.M. this 30th., day of January A.D. 1908.


UNITED STATES COMMISSIONER.

Feb. 1 - '08

3201

Application No. 4494.
 Permit No. 3201.
 Adoniram J. Rockwood.
 3.73 sec. ft. Snake River.
 Canyon County.
 Approved October 26, 1907.

Gas. Stephenson Jr.
 State Engineer.

3201

R.F.W.

3201

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

SEC.

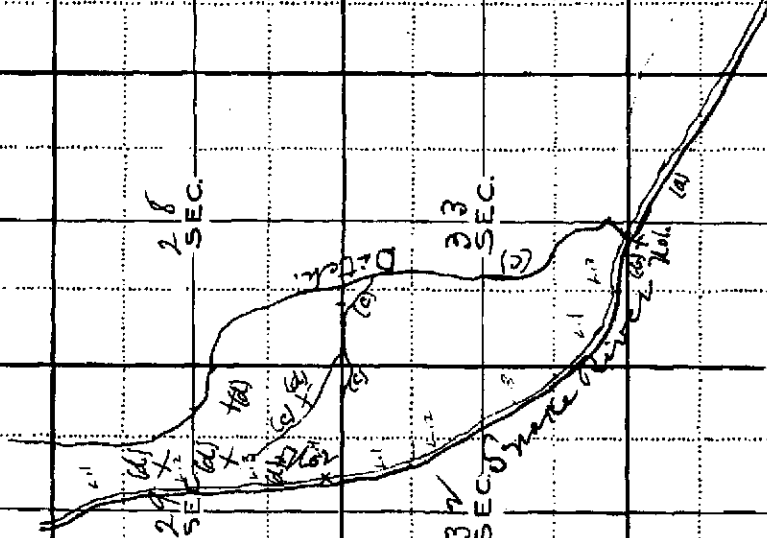
SEC.

SEC.

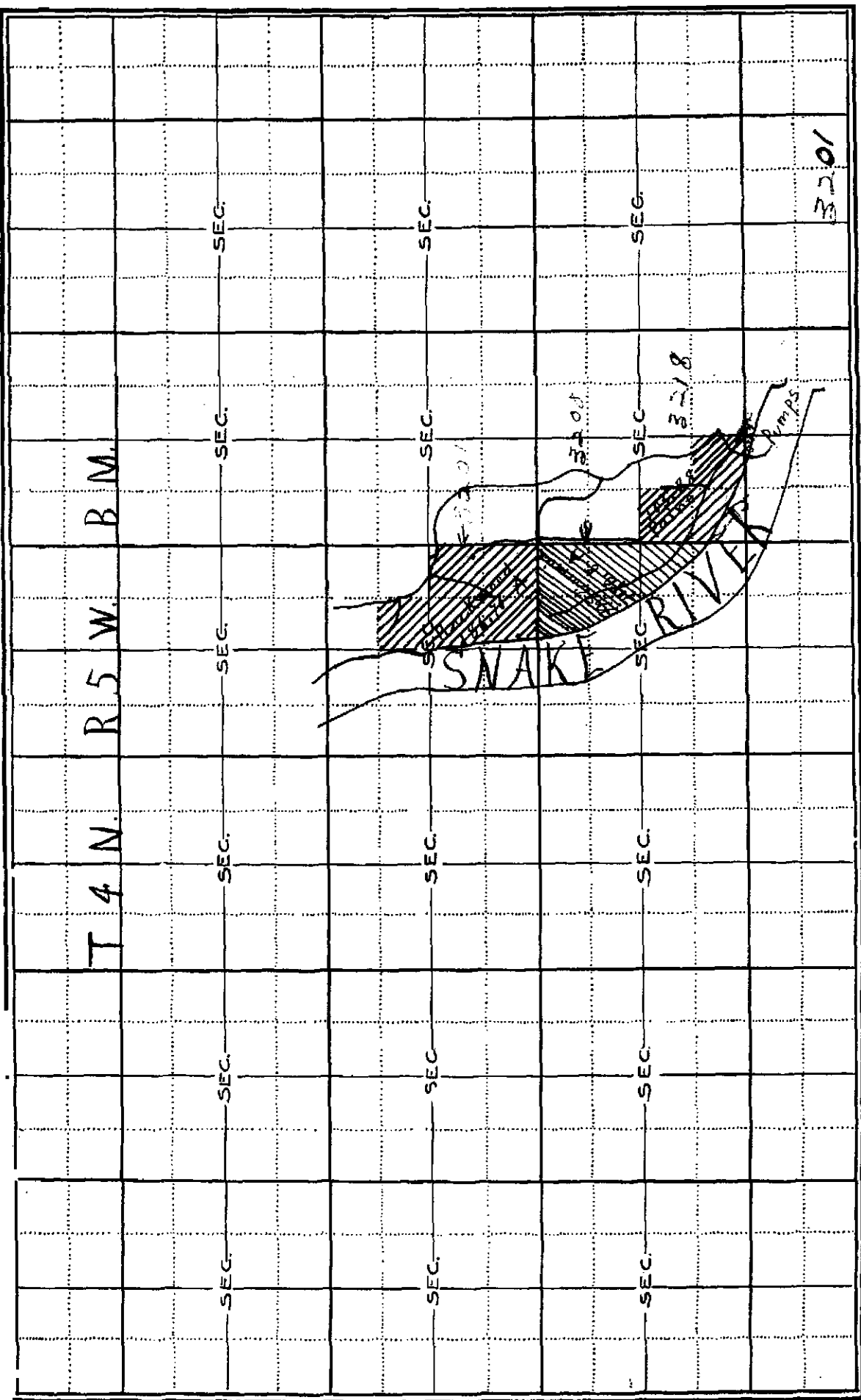
SEC.

SEC.

SEC.



J.F.W.



overlap review -

IDAHO DEPARTMENT OF WATER RESOURCES

Adjudication Claim Report 2-2435A

WATER RIGHT NUMBER: 2-2435A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	L LEROY DEWEY 28313 MIDDLE RD WILDER, ID 83676 (208)482-7682

Priority Date: 10/26/1907

Basis: License

Status: Active

<u>Source</u>	<u>Tributary</u>
SNAKE RIVER	COLUMBIA RIVER

<u>Beneficial Use</u>	<u>From</u> <u>To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
STOCKWATER	3/15 to 11/15	0.030 CFS	
IRRIGATION	3/15 to 11/15	0.740 CFS	
	<u>Total Diversion:</u>	0.740 CFS	

Location of Point(s) of Diversion

SNAKE RIVER	NW1/4NW1/4SE1/4	Sec. 29, Twp 04N, Rge 05W, B.M.
CANYON County	(Ending of Reach)	
SNAKE RIVER	L2 (NE1/4SW1/4)	Sec. 29, Twp 04N, Rge 05W, B.M.
CANYON County		
SNAKE RIVER	SW1/4NW1/4SE1/4	Sec. 29, Twp 04N, Rge 05W, B.M.
CANYON County	(Beginning of Reach)	

Place of Use

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	
04N	05W	29															X		

IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	05W	29															37.0		37.0

Total Acres: 37

overlap review

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-20610

WATER RIGHT NUMBER: 63-20610

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	L LEROY DEWEY 28313 MIDDLE RD WILDER, ID 83676 (208)482-7682

Priority Date: 05/20/1965

Basis: Decreed

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	0.040 CFS	
STOCKWATER	1/01 to 12/31	0.020 CFS	
	<u>Total Diversion:</u>	0.060 CFS	

Location of Point(s) of Diversion

GROUND WATER	NW1/4SE1/4	Sec. 29, Twp 04N, Rge 05W, B.M.
CANYON 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	
04N	05W	29															X		

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	
04N	05W	29															X		

Conditions of Approval:

1. STOCKWATER, 50 RANGE CATTLE & HORSES PARCEL NO. IR 37215-000-0 ✓

IDAHO DEPARTMENT OF WATER RESOURCES

Water Right Report 63-20610

2. 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.
3. N11 THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
4. N13 THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.

Remarks:

Comments:

Water Supply Bank:

IDAHO DEPARTMENT OF WATER RESOURCES
 ADJUDICATION CLAIM POU REVIEW REPORT
 ADJUDICATION CLAIM NUMBER: 63-20611

01/27/2006

1

Right #	Type	Twp	Rge	Sec	QQ	Q	Lot	Purpose of Use	Acres/Total	Name
2435A	Claim	04N	05W	29	NW	SE		IRRIGATION	37/37	L LEROY DEWEY
~~20611~~	~~Claim~~	~~04N~~	~~05W~~	~~29~~	~~NW~~	~~SE~~		~~IRRIGATION~~	~~20/20~~	~~L LEROY DEWEY~~
2435A	Claim	04N	05W	29	NW	SE		STOCKWATER		L LEROY DEWEY
20610	Water Right	04N	05W	29	NW	SE		STOCKWATER		L LEROY DEWEY
20610	Water Right	04N	05W	29	NW	SE		DOMESTIC		L LEROY DEWEY
2435	Water Right	04N	05W	29	NW	SE	3	IRRIGATION	39/177	ADONIRAM J ROCKWOOD

Receipt Details for ID M005727

Status	Adjustment Type	Version
	Adjusted Receipt	1

General Information:

Date Received	Date Deposited	Region	Total Amount	Payment Type
2/5/1990 2:39:34 PM	2/5/1990	Mobile	\$75.00	Check
Payer		DEWEY, LEROY		

Account Information:

Check #	Account #	Credit Card Name	Authorization #
4877			
Card Expiration Date	Credit Card Transaction #		

Comment ADJUDICATION FEE

Fee Detail:

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$75.00	ADJUDICATION FEE	410162	9337	0	0	6490

Refund(s):

Amount	Payee	Date	Document Number
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Water Right Information:

Basin Number	Sequence Number	Split Suffix	Amount	Type
63	20610		\$25.00	Claim
63	20611		\$50.00	Claim

→ Wilder Irr. Dist. pd.
average variable fee.

Print Report

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
ADJUDICATION FIELD REPORT**

RECEIVED

Prior to Field Exam

MAR 16 2006

WATER RESOURCES
WESTERN REGION

- ☒ Copy of Claim, claim has been signed, sealed, and dated by notary?
- ☒ Check fees paid
 - ☐ Well logs (if needed) NA
- ☒ Copy of topo or NAPP
- ☒ Check of Govt. Lots, if needed, Govt. Plat/Tax lot information
- ☒ Check POD & POU overlap, see below – include overlapping right for exam
- ☒ Evidence of Priority – if none, talk with claimant

CLAIMANT INFORMATION – verify contact information is completeClaim No(s) A 63-20611Owner: L. Leroy Dewey Phone No. (208) 482-7682Current Address: 28313 Middle Rd, Wilder, Id 83676

- ☐ No change NAME IS THE SAME
- ☒ NEW OWNER Robert G. Dewey for Christie L. Dewey
- ☒ No change Address
- ☐ NEW ADDRESS —
- ☐ How long owned property? —

Accompanied by: Robert G. Dewey (208) 482-6539**PRIORITY DATE**

- ☒ No change – Complete evidence submitted or not necessary
- ☐ Incomplete – Claimant should be asked when water was first used and submit proof of date.
- ☐ Priority date is acceptable/within mandatory filing dates?

Priority date, per claimant, is: 05/20/1965

(If priority date, based on your exam, seems questionable, explain below.)

* See attachment: Evidence to support 20 acres irrigated 5/20/1965, + then additional acreage irrigated after Franklin Prince sold property in 1973 to L. Dewey

Source: Unnamed Drain Tributary to Snake River

- ☒ No Change – SAME SOURCE
- ☐ Source found is different than claimed: —

POINT OF DIVERSION

- ☒ No change
- ☐ POD found is different than claimed:
- ☐ If different, when did POD change? (same quarter quarter but moved pump to the north more, in the ditch)

Unnamed drain starts above Fish Rd.; it is made up of spring + groundwater seepage, + irrigation runoff.

DIVERSION AND DELIVERY SYSTEM

Points of Diversion:

ID #	Govt Lot #	1/4	1/4	1/4	Sec.	Twp.	Rge.	County	Method of Determination/Remarks GPS ID
		NW	SE		29	4N	SW	Canyon	N43°46.20.11
									W116°59.58.0
									elevation 2184

Description of diverting works

from unnamed drain
 Unimount 125 — 384 RPM 15 HP pump to 6" steel main (buried),
 w/risers to attach 4" hand line w/ ^{connections of} Nelson F33, Rainbird 30 + weather tech
 10/30 nozzles

OVERLAP REVIEW

Other water rights with the same point of diversion: None

Does overlap add acres or uses to existing system, increase rate of flow or volume, or other? Explain:

WATER USES

☒ No change

☐ Different Uses

Use irrigation From 3/15 To 11/15 Amount 0.400 CFS _____ AFA
 Use _____ From _____ To _____ Amount _____ CFS _____ AFA
 Use _____ From _____ To _____ Amount _____ CFS _____ AFA

TOTAL VOLUME – Groundwater only N/A (no groundwater)

- ☐ Incomplete on claim, the total is, Amount _____ CFS _____ AFA
- ☐ Changes found, the new total is, Amount _____ CFS _____ AFA
- ☐ More than 1" per Acre? Yes _____ (claimant must complete excess flow sheet)

NON-IRRIGATION USES: N/A (none)

☐ No change

☐ Changes Exam found: Domestic # of homes _____ Stock # _____

Types _____ Additional comments: _____

PLACE OF USE:

- ☐ No Change no change from original POU but added additional
- ☒ Changes shown below: acreage since adjudication claim was filed.

Place of Use			NE				NW				SW				SE				Totals
TWP	RGE	SEC	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
4N	SW	29														31			31

Overlap with other water rights: None

Does overlap increase rate of flow, volume, additional acres, different source for same acres? Explain:

Supplemental water from Wilder Irrigation District

Delivery System Narrative: A 15Hp Unimount 125 pump, 6" steel buried main to risers for 4" hand line w/ Nelson F33, Rainbird 30 & weather tech 10/30 sprinkler nozzles. Sections are done separately to enable irrigating by running 4 hand-lines at one time.

Prior to the buried 6" line, the 21 acres was irrigated by pumping water to the east & west ends & then it would gravity flow to the center & sink, since the soil is quite sandy there.

Well or Diversion Identification No GPS ID	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge size
	Unimount	15	nonlegible	—	6"
	125				

Need
ID
tag

FLOW MEASUREMENTS:

Attach appropriate documents

NARRATIVE/REMARKS/COMMENTS

- Robert Dewey stated total irrigated acreage comprised of 21 acres, 3 acres, 4 acres, & 4 acres along bank of Snake River, to equal 32 acres, (20 acre parcel is really 20.6 acres). Map shows 20.5, 2.8, 3.7 acres, but does not list the 4 acres along the ditch bank, which would total 31 acres.
- 3/9/06 per John Batt, neighbor (884-8347), 1955-73 Franklin Prince owned 28313 Middle Rd, Wilder & irrigated & farmed the "21 acres." When the property was sold to L. Dewey Dewey, the additional acreage was irrigated & farmed.

* More acres are being irrigated than originally applied for.

Wilder Irrigation District supplies supplemental water by means of a head box located at the southeast corner of the property. The water flows by means of a dirt ditch running east to west then through either the 5 3/4" gated pipe or concrete ditch running south to north. If the concrete ditch is utilized, water can go through a small culvert across the unnamed ditch & irrigate the 4 acres in the northwest corner of the property.

Copy of "Change in Water Right Ownership" given to Robert Dewey.

Directions: N. I 84, Greenleaf/Wilder off ramp, west on Hwy or Simplot Blvd, Lt. or south on Hwy 95, Rt or west on Lower Pleasant Ridge, Lt. Fish Rd & go ~ 1/2 mile, Rt on Middle Rd, Last house on left before you get to the river

AFTER EXAM THE FILE SHOULD CONTAIN:

- ☒ Completed claim checklist
- ☒ Photographs of POD's and POU
- ☒ GPS readings
- ☒ Completed map and or GIS layout showing POD's and POU

DATE EXAM CONDUCTED: 3-9-06

FIELD EXAMINER:

Erin Hemenway

FLOW CALCULATIONS

Additional Computation Sheets Attached

Measured Method:

(listed below)

VOLUME CALCULATIONS

1. Volume Calculations for Irrigation:

$$V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) =$$

$$V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 =$$

$$V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} =$$

2. Volume Calculations for Other Uses:

F33 Nelson chart indicates 50 psi optimum w/ range of 35-65 psi, maximum working pressure 75 psi; maximum radius coverage per nozzle 42-49'

Days irrigated: 3/15 - 11/15 = 245 days in irrigation season

Theoretical Rate of Flow:

$$Q = \frac{(8.8)(15 \text{ Hp})(.7)}{(2.31 \times 60 \text{ psi}) + 10'} = \frac{92.4}{148.6} = 0.62$$

- assumed 60 psi for irrigation, since system not actively being used at time

of exam.

Volume Calculations:

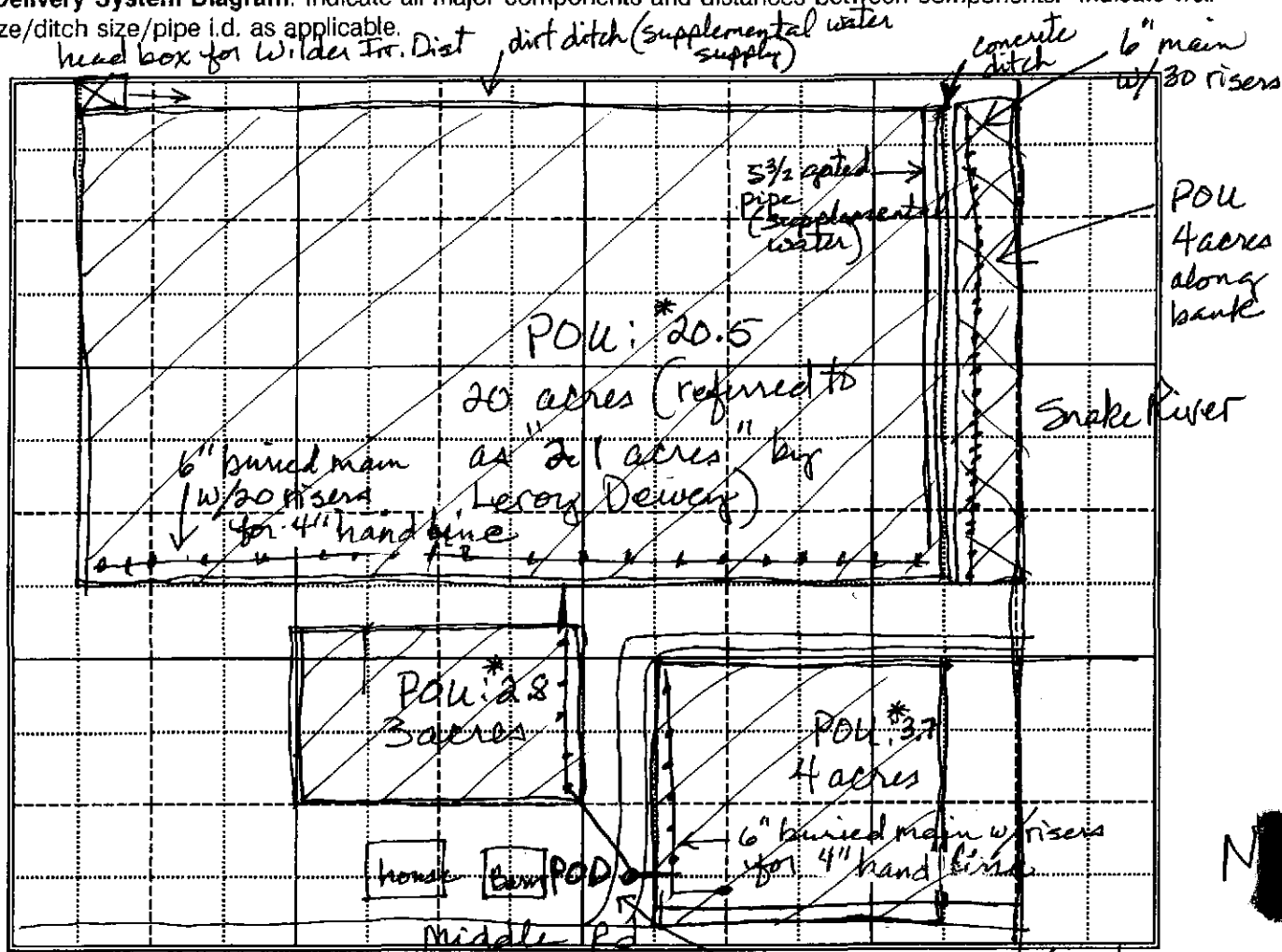
$$V_{D.R.} = \frac{(\text{days in season}) \times (1.98) \times (Q)}{\# \text{ acres recommended or found}} = \frac{(245)(1.98)(0.62)}{31 \text{ acres found}} = \frac{300.762}{31} = 9.70$$

Required:

$$V_{I.R.} = \text{permit application} = 20 \times 2.5 = 50$$

$$V = 9.70 \quad \text{acres found} = 31 \times 2.5 = 77.5$$

Delivery System Diagram: Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable.



Scale: 1" = _____

☒ Copy of USGS Quadrangle Attached Showing location(s) of point(s) of diversion and place(s) of use (required).

☒ Aerial Photo Attached (required for irrigation of 10+ acres)

☒ Photo of Diversion and System Attached (groundwater seepage + irrigation run-off)

* see map showing actual acreage

Well or Diversion Identification No.*	Motor Make	Hp	Motor Serial No.	Pump Make	Pump Serial No. or Discharge Size
	Unimount	15	nonlegible		6"
	125				

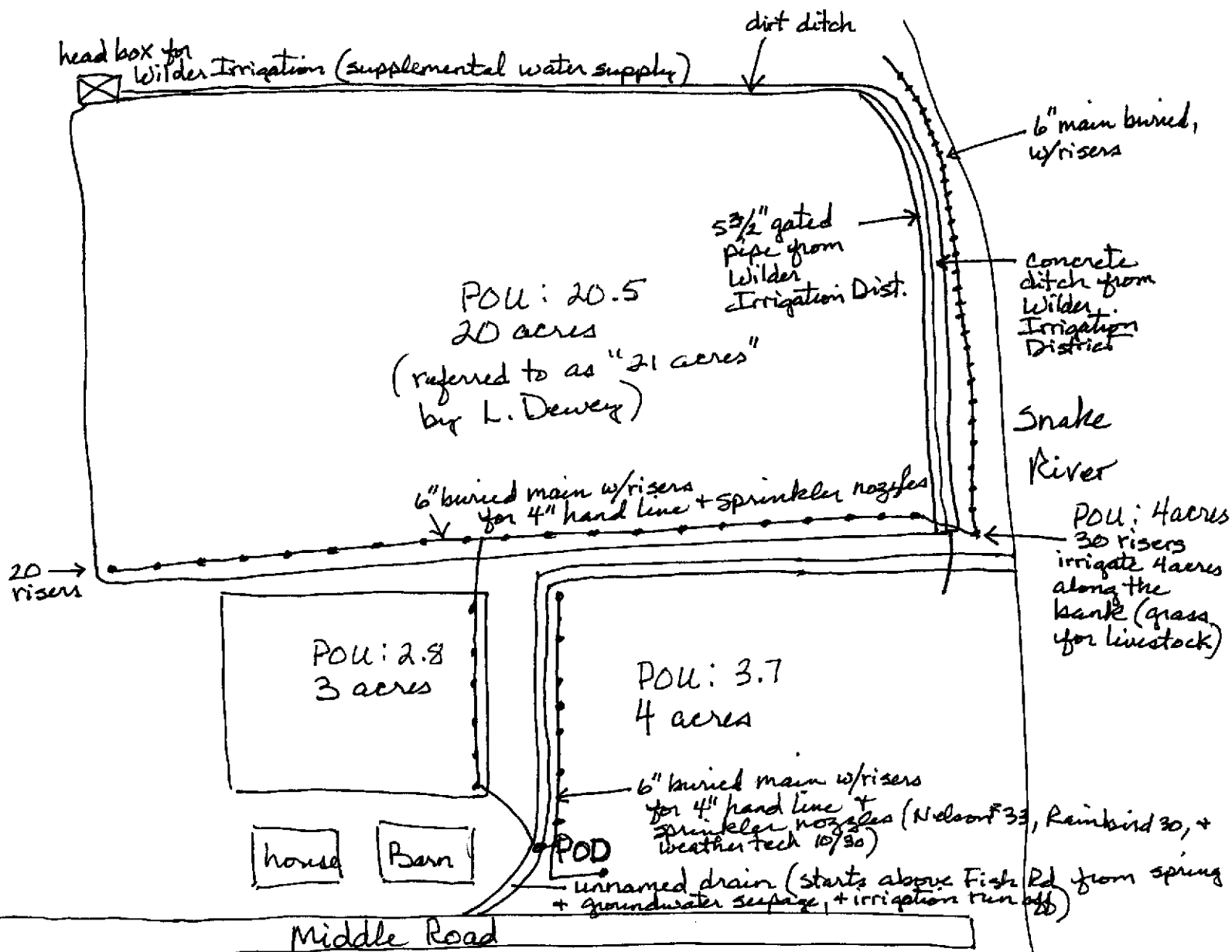
*Code to correspond with No. on map and aerial photo

FLOW MEASUREMENTS

1.

Measurement Equipment	Type	Make	Model No.	Serial No.	Size	Calib. Date

2. Measurements:



house + barn area = 1 acre
roads + drain ditch = 3 acres
Total property = 36 acres

POD:

N 43° 46.20.11

W 116° 59.58.0

elevation 2184

Unimount 125

384 RPM 154p

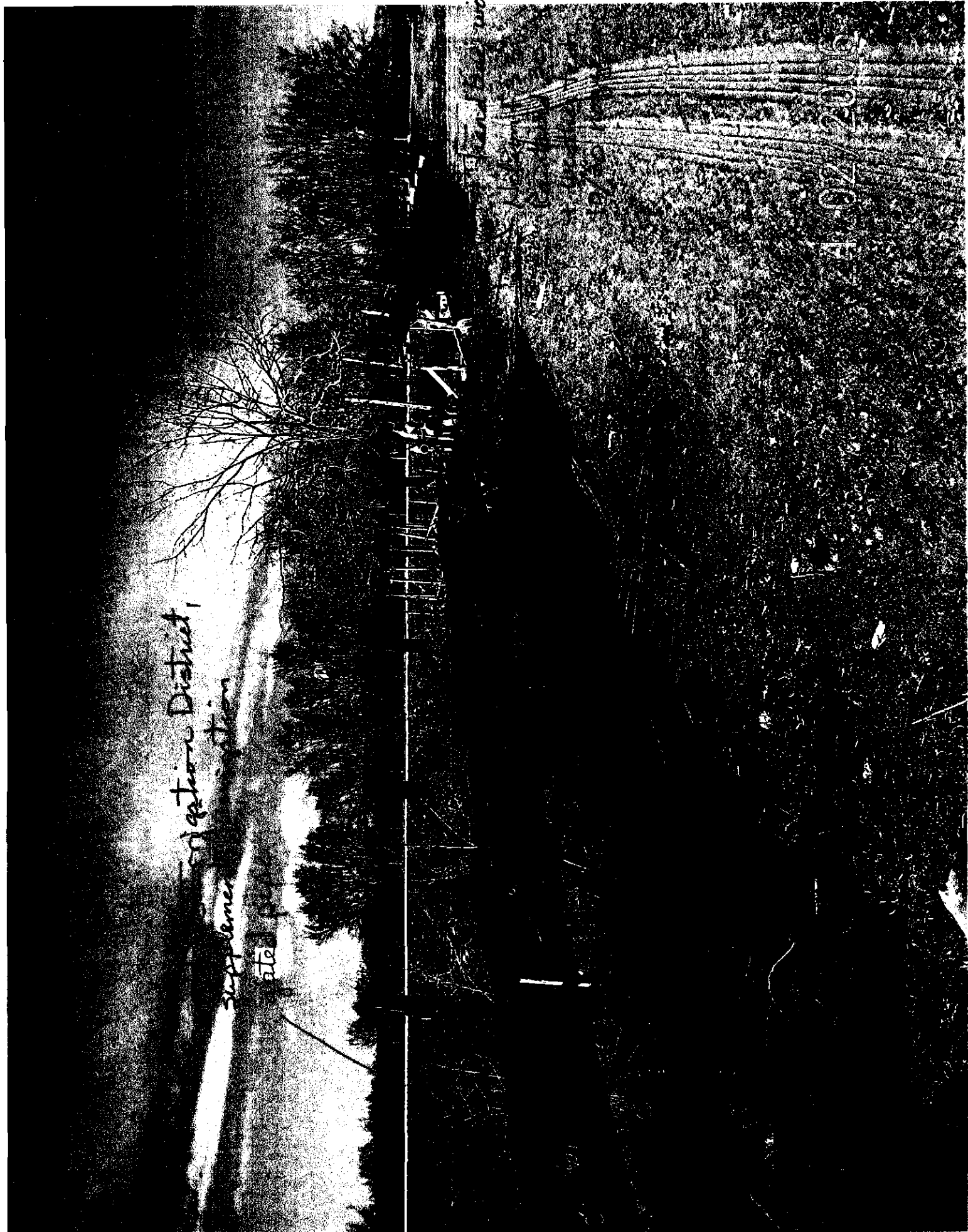


A63-20611 Dewey

20 acres (referred to as 21 acres)

6 men
w/ risers for
weather tech 10/30

A63-20611 Dewey



irrigation District,
supplement irrigation

ated pipe

Pa

1/2 mile width

4-02-2006

A63-2061 Dewey

Susquehanna River

dirt ditch
from Wilder Irrigation

site

A63-2061 Dewey

Sandy -

A63-20611 Field Exam Request:
Dewey

Contact:

02/15/2006

Contact **Leroy Dewey** at #482-7682 or his son, **Robert Dewey**, at #482-6539 to set up a field exam.

Requests:

*Please verify **all the elements** of this right.

In addition, please verify/obtain:

- GPS the location of the Unnamed Drain's diversion point.
N 43° 46.20.11 W 116° 59.58.0 elevation 2184
 - Verify that **Wilder Irrigation District** water is used to supplement this right. *Yes*
 - Leroy Dewey's son, Robert Dewey, said that they use this water for **36.0 acres**; not just the 20.0 acres that was claimed. If Leroy Dewey is present during the field exam, please ask him why he only claimed 20.0 acres. *Does not know why he only filed for 20 acres, when he can irrigate 31.0 acres*
 - **1987 Aerial Photo:** Since the place of use drawn on the aerial photo actually depicts 26.0 acres, please re-draw the actual **20.0 acres** that were claimed by Leroy Dewey on the enclosed **1987 aerial photograph**. Also draw the **diversion works** on the 1987 aerial photo. Is the **POD** location correct? *NO. Correct location shown on map (same QQ)*
 - **Capacity of System:** Verify that the claimed **0.4 cfs** is possible/applicable.
- 1 acre = house + barn
+ 3 acres = road + drain ditch banks
The back piece was always referred to as "the 21 acres"
* See hand drawn map + "Priority" write up attached.*

Kimberly Brown
Sr. Water Resource Agent
IDWR - Western Region

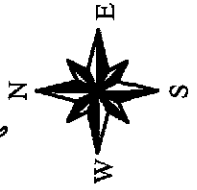
Idaho Department of Water Resources

Claim Number: 63-20611
 Legal: T04N, R05W, S29
 Reviewed By:

1987 Napp Photo



- ☒ • Point of Diversion
- ☐ Place of Use
- ☐ Section Lines
- ☐ Quarter Quarter Lines
- ☐ Original 20.0 acres claimed
- ☐ Additional areas irrigated





1:170 000 FEET

MICROFILMED

502

503

57° 30"

504

Produced by the Geological Survey
SEP 03 1992
Orthophotograph prepared from 1:80,000-scale aerial
photographs taken July 30, 1981

T410 R5W Sec. 27, NWSE
AG3-20011

SC-

DEED OF TRUST

THIS DEED OF TRUST, Made this July 20, 1999 BETWEEN ROBERT G. DEWEY and CHRISTIE L. DEWEY, husband and wife herein called GRANTOR, whose address is 28313 MIDDLE ROAD, WILDER, ID 83676.

PIONEER TITLE COMPANY OF CANYON COUNTY, an Idaho corporation, herein called TRUSTEE, whose address is 100-10th Avenue So., Nampa, Idaho 83651, and L. LEROY DEWEY, a married man, as his sole and separate property, herein called BENEFICIARY, whose address is , ,

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of CANYON State of Idaho, described as follows, and containing not more than forty acres:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

SHOULD THE PROPERTY DESCRIBED IN THIS DEED OF TRUST SECURING A PROMISSORY NOTE BE SOLD OR CONVEYED BY THE MAKER HEREIN, THEIR HEIRS OR ASSIGNS, PRIOR TO THE MATURITY OF SAID NOTE, THEN THE ENTIRE SUM OF PRINCIPAL AND INTEREST SHALL BECOME IMMEDIATELY DUE AND PAYABLE.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of ONE HUNDRED THOUSAND AND NO/100 Dollars, (\$100,000.00) final payment due JULY 1, 2019 and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as a continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay; at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should Grantor fail to make payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may:

reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust, of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of an indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at eight per cent per annum; all other sums then secured hereby; and the remainder, if any, to the persons or persons legally entitled thereto.

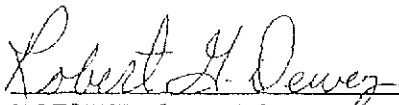
7. This Deed applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledges thereof. In this Deed whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

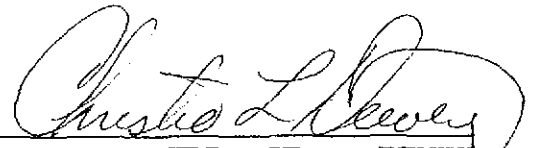
8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

DATED: July 20, 1999

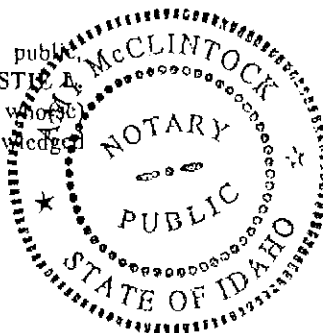

ROBERT G. DEWEY


CHRISTIE L. DEWEY

STATE OF IDAHO
COUNTY OF CANYON

On this 20 day of JULY, 1999, before me, a notary public, personally appeared ROBERT G. DEWEY AND CHRISTIE L. DEWEY, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.


Notary Public
Residing at NAMPA
My commission expires: 4/20/2000



A63-20611 Field Exam Request:
Dewey

Contact:

02/15/2006

Contact **Leroy Dewey** at #482-7682 or his son, **Robert Dewey**, at #482-6539 to set up a field exam.

Requests:

*Please verify **all the elements** of this right.

In addition, please verify/obtain:

- GPS the location of the Unnamed Drain's diversion point.
- Verify that **Wilder Irrigation District** water is used to supplement this right.
- Leroy Dewey's son, **Robert Dewey**, said that they use this water for **36.0 acres**; not just the 20.0 acres that was claimed. If Leroy Dewey is present during the field exam, please ask him why he only claimed 20.0 acres.
- **1987 Aerial Photo:** Since the place of use drawn on the aerial photo actually depicts 26.0 acres, please re-draw the actual **20.0 acres** that were claimed by Leroy Dewey on the enclosed **1987 aerial photograph**. Also draw the **diversion works** on the 1987 aerial photo. Is the **POD** location correct?
- **Capacity of System:** Verify that the claimed **0.4 cfs** is possible/applicable.

Kimberly Brown
Sr. Water Resource Agent
IDWR - Western Region

RECEIVED

MAR 16 2006

Received 3/10/06
54

WATER RESOURCES
WESTERN REGION

This Letter is to describe
To The best of my ability
The ownership of the Property
at 28313 middle rd. Wilder Id.

IN addition I will add all
The information I can about The
Water Right ON the NO-Name Drain

Ownership:

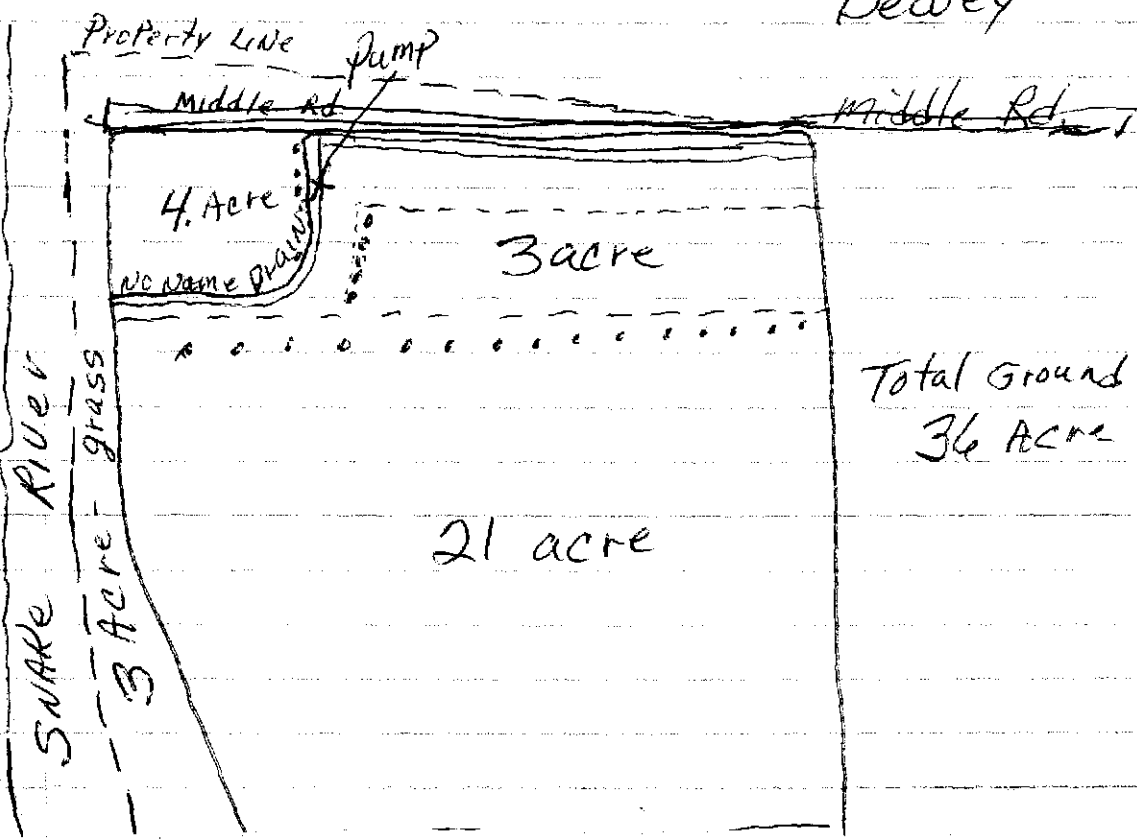
1948- 1951 - Willard Mills

1952 - 1954 applegate

1955 - 1973 Franklin Prince

1973 - July 20, 1999 - LeRoy Dewey

July 20, 1999 - ON - Robert & Christie
Dewey



When LeRoy Dewey bought the Property There were dirt ditches ON The West, South, & East ends of the 21 acre Field. He Put in concrete ditches on the West, & east ends of The 21 acre Field. This 21 acre Field was Sprinkle irrigated from a tractor-Driven Pump when LeRoy (My Father) Bought the Property. Frank Prince had first USED The Ditch Pump in 1965. The System was above-ground main lines and Hand Line.

I hope this will help explain everything to your satisfaction

Robert Dewey

RECEIVED

MAR 16 2006

WATER RESOURCES
WESTERN REGION

A63-20611

Dewey

Priority:

3/9/06 Joan Kaufman, Deed Clerk/Canyon County (454-7475) confirmed the following owners of the property at 28313 Middle Rd., Wilder, Idaho 83676: 1948-1951 Willard Mills, 1952-1954 Applegate, 1955-1973 Franklin Prince (diseased), 1973-7/19/1999 L. Leroy Dewey, 7/20/1999 Robert G. Dewey & Christie L. Dewey.

3/9/06 received a phone call from John Batt (884-8347), previous neighbor to L. Leroy Dewey's property, who is currently residing in a retirement community in Meridian. John confirmed that he was also the neighbor when Franklin Prince owned the property at 28313 Middle Rd., Wilder, Idaho 83676. John Batt stated that the large piece of property was farmed and irrigated by Franklin Prince, but not the small pieces to the south of the house or the small piece to the west of the house. Those pieces were irrigated after L. Leroy Dewey purchased the property. At the time Franklin Prince owned the property, it was pumped from the ditch, and gravity flow irrigated. (John Batt's son Joe Benganetta owns the golf course on Fish Rd. 482-7279).

3/9/06 Robert Dewey stated that when they purchased the property, it had been irrigated with a tractor pump, which was replaced with the existing pump. Buried line was also installed at that time for hooking up the 4" hand-line with Nelson F33 5 3/2" and weather tech 10/30 sprinkler heads. Robert said his father always referred to the back piece of property as "the 21 acres," due to when crops were taken in, that is how they were documented. Robert stated that the house and barn make up 1 acre, 3 acres irrigated directly to the south of the house, to the west is the 4 acre piece that is irrigated, the "21" acres further to the south, with 4 acres along the river bank that is irrigated for grass for livestock. The remaining 3 acres of the total 36 acres is made up of road and river bank. Robert indicated that his father is not healthy enough to write a statement in reference to the above information.

Information obtained by: Sandy Hemenway, IDWR Field Examiner 3/9/06

CONVERSATION MEMORANDUM

**RE: Snake River Basin Adjudication Water Right Nos. A63-20611
Evidence of Priority**

February 14, 2006

Robert Dewey (#482-6539), son of L. Leroy Dewey, called in response to the evidence of priority request he recently received. After explaining what would constitute evidence, Robert Dewey said that he would fill-out an affidavit; based on his personal knowledge of the use of the water. I told Mr. Dewey that after I received the evidence of priority, we would need to send a contractor out to do a field investigation.

While I had Mr. Dewey on the line, I asked him a few questions:

- Mr. Dewey verified that they do use Wilder Irrigation District water to supplement this claim.
- He also verified that they do have a pump in the ditch and stated that, yes, the shapefile that I included in the packet of information he received was correct for the most part; but that they have a sprinkler mainline for the entire property – which, according to Mr. Dewey, totals **36.0** acres; not just 20.0 acres, as was claimed.

According to Robert Dewey, his father no longer is the owner of the property; so I informed Robert that he would need to submit a Change In Ownership.

Kimberly Brown
Senior Water Resource Agent
Western Region



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

February 2, 2006

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

L LEROY DEWEY
28313 MIDDLE RD
WILDER ID 83676

(+) sent shape file

RE: EVIDENCE OF PRIORITY

Snake River Basin Claim No(s): A63-20611

Dear Claimants,

In the past, you submitted the above referenced claim(s) during the Snake River Basin Adjudication (SRBA) claims taking. Enclosed is a computer generated print-out of the claim(s) for your reference only, it is not necessary to return this print-out. You indicated, when this claim was filed, that the water right(s) was based on either a "Statutory Claim" or "Beneficial Use" of the water. Water rights of this type are established by historical use of the water for a beneficial use purpose, dating back to the time the water was first used; this date being the "Priority Date" as shown on the enclosed print-out. Your claim(s) has not been confirmed by a previous filing with the Department of Water Resources since there is no decree, license, or permit on file to verify the use of this water. For this reason, the Department is required to gather evidence from claimants supporting the date of priority for claims based on historical beneficial use of water.

Enclosed is a pamphlet entitled "Evidence of Priority" which describes why evidence of the priority date is necessary, along with examples of types of evidence that can be submitted to fulfill this requirement. While I encourage you to read the entire pamphlet, I direct your attention to the two sections entitled. **"What Kind of Evidence is Required"** and **"Some Examples of Documents Which May Be Evidence of the Priority Date."**

It is important that each element of the Notice of Claim be substantiated. For instance, regarding claims for irrigation, the evidence should tend to show that diversion works were in place, that they were capable of diverting the claimed diversion rate, and that the diverted water was beneficially used on the entire claimed place of use on or before the claimed priority date.

If no evidence is submitted, or we do not hear from you within the time limit below, your priority date, as claimed, may not be recommended to the SRBA court for decree. This could jeopardize your water use under this right(s) if water availability problems arise in the future.

The required evidence supporting the priority date(s) requested needs to be submitted by February 24, 2006. Please let me know if you may not be able to submit proof of priority or have any questions not covered by this letter and the enclosed pamphlet, by the date indicated above.

In addition, since it is our goal to decree the historical water right within the Snake River Basin as accurately as possible, field exams are now being conducted by Department water resource agents to verify claims in this area. In the near future, you will be receiving a call from us in order to set-up an appointment for a field exam.



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

FAX (208) 334-2348

Respectfully Submitted,

Kimberly Brown

Kimberly Brown
Water Resource Agent
Adjudication Bureau

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

Enclosure: "Evidence of Priority" pamphlet
Notice of Claim A63-20611

NOTE: If you no longer own the property upon which this claim was filed, please contact this office immediately. Idaho State law requires that the Department be notified of a change of owner or address on a water right.

IDWR - WESTERN REGION

CONTRACTOR: Karan Waters

CLAIM/ID: 63-26611

Date: 4-08-02

	TNS	RNG	SEC	NE				NW				SW				SE				Sum
				NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
Claim	4N	5W	29														20			20
-GIS-																	26			26
Claim																				
-GIS-																				
Claim																				
-GIS-																				
Claim																				
-GIS-																				
Claim																				
-GIS-																				

Number of POD's 1

Total Claimed Acres: 20

Overlapping POU Claim #'s:

Total GIS Acres: 26

COMMENTS:

POU + POD per claim map + image interpretation
+ county data + 94 photo. Claimant only owns
one of the three parcels this acreage covers.

Idaho Department of Water Resources

Claim Number: 63-20611
Legal: T04N, R05W, S29
Reviewed By:

1987 Napp Photo



0 0.25 0.5 0.75 Miles

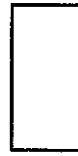
● Point of Diversion



Place of Use



Section Lines



Quarter Quarter Lines

