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SEP 27 2012

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
PD 78-04059	Yes ☐		Yes ☐		Yes ☐
PD 78-04058B	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Drake Dixon - Kathleen Dixon
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Bryan D. DeVeney
Name of each new owner as listed on the conveyance document
Sandi M. DeVeney
New owner continued ☒ and ☐ or ☐ and/or
P.O. Box 116
Mailing address
Riggins Id. 83549
City State ZIP
208-628-3312 Smdaveney@yahoo.com
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: Sept. 23, 2011

6. This form must be signed and submitted with the following **REQUIRED** items:

- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- Filing fee (see instructions for further explanation):
 - \$25 per undivided water right.
 - \$100 per split water right.
 - No fee is required for pending adjudication claims.

SUPPORT DATA

IN FILE # 78-4058B

7. Signature:

Bryan D. DeVeney
Signature of new owner/claimant

Title, if applicable

9/25/12
Date

- Signature:

Sandi M. DeVeney
Signature of new owner/claimant

Title, if applicable

9/25/12
Date

For IDWR Office Use Only:

Received by MP

Date 9-27-12

Receipt No. W040603

Receipt Amt. 50.00

Approved by _____

Processed by PS

Date 10-23-12



United States Department of Agriculture
Farm Service Agency

Farm - Tract
3902 - 6294

IDAHO COUNTY, Idaho



Wetland Layer

Wetland Determination Identifiers

- Restricted Use
- ▲ Limited Restrictions
- Exempt from Conservation Compliance Provisions

September 21, 2012

OP: BRYAN DeVENY

OW: BRYAN DeVENY

Disclaimer: Wetland identifiers do not represent the size, shape or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact wetland boundaries and determinations, or contact NRCS.

WARRANTY DEED

GRANTOR, DRAKE D. DIXON, a single man, of 611 Old Pollock Road, Riggins, ID 83549, for a good and valuable consideration, that being completion of a direct exchange of real property between Grantor and Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to BRYAN G. DeVENY and SANDI M. DeVENY, husband and wife, of P. O. Box 116, Riggins, ID 83549, as GRANTEE, and to grantee's heirs and assigns forever, all of the following described real estate located in the County of Idaho, State of Idaho, to wit:

Township 23 North, Range 1 East, Boise Meridian, Idaho County, Idaho
Section 6:

A parcel of land located in the SW $\frac{1}{4}$, more particularly described as follows:

Commencing at the section corner common to Sections 6 and 7, said Township and Range, and Sections 1 and 12, Township 23 North, Range 1 West, Boise Meridian;
thence N 00°01'54" W along section line between said Sections 1 and 6, 897.31 feet to a 5/8"x30" IR with plastic cap marked PLS 5165 which is at centerline of Shingle Creek Road, the True Point of Beginning;
thence N 00°01'54" W along section line, 1152.36 feet to a 5/8"x30" IR with plastic cap marked PLS 5165;
thence S 67°24'01" E, 624.27 feet to a 5/8"x30" IR with plastic cap marked PLS 5165;
thence N 86°02'58" E, 268.01 feet to a 5/8"x30" IR with plastic cap marked PLS 5165;
thence N 78°40'17" E, 311.32 feet to a 5/8"x30" IR with plastic cap marked PLS 5165;
thence N 82°23'21" E, 162.03 feet to a 5/8"x30" IR with plastic cap marked PLS 5165 which is on westerly right of way of county road;
thence S 08°31'23" W, 180.39 feet along westerly right of way of county road;
thence S 19°57'45" W, 222.94 feet along westerly right of way of county road;
thence S 17°36'41" W, 308.43 feet along westerly right of way of county road;
thence S 26°27'22" W, 281.74 feet along westerly right of way of county road;
thence S 11°39'32" W, 323.09 feet along westerly right of way of county road;
thence S 25°33'51" W, 92.89 feet along westerly right of way of county road;

1 thence S 48°08'48" W, 156.41 feet along westerly right of way
2 of county road;
3 thence S 58°26'02" W, 144.77 feet along westerly right of way
4 of county road;
5 thence N 88°36'57" W, 109.01 feet along westerly right of way
6 of county road to centerline of Shingle Creek Road;
7 thence N 13°10'33" E, 99.76 feet along centerline of Shingle
8 Creek Road;
9 thence N 22°43'12" W, 117.97 feet along centerline of Shingle
10 Creek Road;
11 thence N 48°58'46" W, 145.34 feet along centerline of Shingle
12 Creek Road;
13 thence N 58°42'13" W, 161.55 feet along centerline of Shingle
14 Creek Road;
15 thence N 50°42'50" W, 108.78 feet along centerline of Shingle
16 Creek Road;
17 thence N 76°04'23" W, 183.71 feet along centerline of Shingle
18 Creek Road to the Point of Beginning.
19 Sometimes known as Assessor's Tax No. 181.

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

22 Subject to:

23 1. General taxes for the year 2011, which are a lien, not yet
24 due and payable.

25 2. Subject to reservations as contained in Deed, including the
26 terms and conditions thereof, by and between UNITED STATES OF
27 AMERICA, and JAY O. RHOADS, recorded November 26, 1913, under
Instrument No. 32785, Book 5 page 212, records of Idaho
County, Idaho.

3. Power Line Easement, including the terms and conditions
thereof, by and between R.H. CAMPBELL and LOYAL E. CAMPBELL,
and IDAHO POWER COMPANY, a corporation, recorded June 19,
1964, under Instrument No. 215704, Book 101 page 131, records
of Idaho County, Idaho.

4. Power Line Easement, including the terms and conditions
thereof, by and between R.L. CAMPBELL and LOYAL E. CAMPBELL,
and IDAHO POWER COMPANY, a corporation, recorded January 8,
1965, under Instrument No. 218184, Book 102 page 312, records
of Idaho County, Idaho.

5. Right of Way, including the terms and conditions thereof,
regarding Shingle Creek Road, recorded October 15, 2004, under
Instrument No. 438207, records of Idaho County, Idaho.

1 6. Matters as shown on Survey No. S-2593, recorded May 22,
2 2007, under Instrument No. 455143; and Survey No. S-2760,
3 recorded September 29, 2008, under Instrument No. 463413; all
4 records of Idaho County, Idaho.

5 7. Rights and easements in favor of the public for
6 recreational uses of Shingle Creek.

7 8. Power Line Easement, including the terms and conditions
8 thereof, by and between DRAKE DIXON and KATHLEEN DIXON, and
9 IDAHO POWER COMPANY, a corporation, recorded December 31,
10 1992, under Instrument No. 366949, records of Idaho County,
11 Idaho.

12 TO HAVE AND TO HOLD the said premises, with their
13 appurtenances, unto the said Grantees, their heirs and assigns
14 forever. And the said Grantors do hereby covenant to and with the
15 said Grantees that they are the owners in fee simple of said
16 premises; that they are free from all encumbrances, and that they
17 will warrant and defend the same from all lawful claims whatsoever,
18 except general taxes for the year 2011, and easements,
19 reservations, restrictions and rights-of-way of record or in use.

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

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

IN WITNESS WHEREOF, Grantor has hereunto subscribed his name
to this instrument this 23rd day of September, 2011.

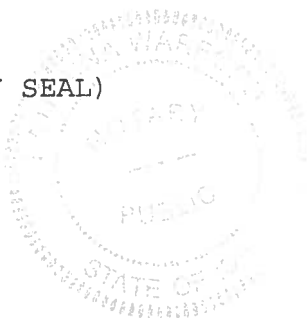

DRAKE D. DIXON

1 STATE OF IDAHO)
2 ss.
3 County of Idaho)

4 On this 23rd day of September, 2011, before me,
5 Kathrina Warford, a Notary for the said County and
6 State, personally appeared DRAKE D. DIXON, a single man, known or
7 identified to me to be the person whose name is subscribed to the
8 within instrument, and he acknowledged to me that he freely
9 executed the same and that the statements therein contained are
10 true.

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

13 (NOTARY SEAL)



14 Kathrina Warford
15 Notary Public for State of Idaho.
16 Residing at Grangeville, therein.
17 My commission expires on
18 07/05, 2017.