

DISTRICT COURT-SRBA
TWIN FALLS CO. IDAHO
FILED

In Re SRBA

Subcase 63-22149

(Insert water right number)

Case 39576

STANDARD FORM 4

MOTION TO FILE:

☐ LATE NOTICE OF CLAIM

☒ AMENDED NOTICE OF CLAIM

This form is used to file a late Notice of Claim or an amendment to a Notice of Claim in a reporting area where the Director's Report has been filed. Forms may be obtained from the SRBA Court, the Idaho Department of Water Resources (IDWR), or you may copy or reproduce this blank form. If you copy or reproduce this form, please copy on both sides with the even-number pages upside down.

The water right number for your late or amended claim must be indicated above in the blank space following "Subcase." You must use a **separate form** for each late or amended Notice of Claim.

This form has been adopted by the court in *SRBA Administrative Order 1, Rules of Procedure* (amended Sept. 30, 1996), Section 4, which may be consulted for further information.

By filing a *Motion to File a Late Notice of Claim* or a *Motion to File an Amended Notice of Claim*, you certify that it is well-grounded in fact; is warranted by existing law or a good-faith argument for the extension, modification or reversal of existing law; and is not filed for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation.

☒ I have read *SRBA Administrative Order 1, Rules of Procedure* (amended Sept. 30, 1996).

My name is PETE DIAS

My address is 23256 EL PASO RD.

My phone number is: Work 989-1139 Home 459-0941

I am an attorney representing _____

My name is _____

My address is _____

My phone number is _____

MOTION TO FILE A LATE NOTICE OF CLAIM

A Motion to File a Late Notice of Claim will require a hearing before the Presiding Judge.

☐ I did not file a Notice of claim to the use of water in the SRBA because:

☐ I filed a Notice of Claim and elected to defer judicial proceedings on my domestic or stock watering use. I desire to reinstate my Notice of Claim for domestic or stock watering use.

☐ I am providing legal and factual documentation for my claimed use of water. You must describe these documents and attach a readable copy. (You do not need to fill this out if you are reinstating a Notice of Claim for domestic or stock watering use, but you **must** attach a copy of your Notice of Claim.)

I have attached:

☒ A fully completed Notice of Claim (available from IDWR).

☐ A claim filing fee for a domestic and stock watering use. IDWR may charge this fee pursuant to I.C. § 42-1414. To determine this amount, contact IDWR at (800) 451-4129. I have enclosed a check payable to: State of Idaho Department of Water Resources in the amount of \$ _____.

☐ A claim filing fee and a late claim fee for those claims other than a domestic or stock watering use for which a notice of claim was not filed. To determine this amount, contact IDWR at (800) 451-4129. I have enclosed a check payable to: State of Idaho Department of Water Resources in the amount of \$ _____.

Follow these instructions regarding the hearing on this motion.

1. Contact the Clerk of the SRBA Court (208-736-3011) to request a hearing date and time.
2. Fill in the following information:

This motion will be heard on _____
(Insert Date and Time)

at the SRBA courthouse, 253 Third Avenue North, Twin Falls, Idaho.

MOTION TO FILE AN AMENDED NOTICE OF CLAIM

A *Motion to File an Amended Notice of Claim* may require a hearing before the Presiding Judge or Special Master or may be granted by leave of the court or by written consent of the parties and the Idaho Department of Water Resources. Leave to amend a claim shall be freely-given when justice so requires.

☒ I must amend my Notice of Claim to the use of water in the SRBA because:

the original domestic well claim was filed
incorrectly. It shows that original domestic well
located on an adjacent plot of land.



I am providing legal and factual documentation to support my amended Notice of Claim.
You must describe these documents and attach a readable copy.

Included is a legal description of the property
on which the disputed, domestic well
sits. It sits on parcel # 4R04N03W035705.

✓ legal description ✓ plat map ✓ original domestic well claim
✓ contract of sale

I have attached:



An amended Notice of Claim (available from IDWR).



Payment of the following additional fees required by IDWR:

\$25⁰⁰ filing fee.

VERIFICATION (Must be completed)

State of IDAHO

County of CANYON

Pete Dias, being first duly sworn, upon oath, deposes and says:
(Insert name of person filing form)

That I am the party/claimant filing this motion for late or amended claim (as listed on Page 2) as defined by I.C. §§ 42-1401A(1) and (7) or that I am the attorney for the party/claimant filing this motion for late or amended claim and that I have read this motion, know its contents, and believe that the statements are true to the best of my knowledge.

Pete Dias
Signature of person filing motion

Attorney signing in representative capacity

Subscribed and sworn to before me on _____
(Insert Date)

Notary Public for _____
Residing at: _____
My Commission expires: _____

INSTRUCTIONS FOR MAILING

You must mail this form, including all attachments, to the Clerk of the SRBA Court. **FAX filings will not be accepted by the SRBA Clerk of the Court.** You must also send a copy to all the parties listed below in the Certificate of Mailing.

CERTIFICATE OF MAILING

I certify that on _____, 199__, I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

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. Copies to:

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

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

United States Department of Justice
Environment and Natural Resource Division
550 West Fort Street, MSC 033
Boise, ID 83724

3. If you are filing an amended Notice of Claim in a subcase being heard before the Presiding Judge or a Special Master, you must serve a copy on all parties to that subcase.

(Insert Names/address of parties)



Signature of person or attorney mailing the form

Judge Melanson
Clerk of District Court
P.O. Box 2707
Twin Falls, Idaho 83303

Pete Dias
23256 El Paso Road
Caldwell, Idaho
83607

Dear Judge Melanson,

After recently refinancing our home which we purchased in 1992, we were informed by the Idaho Department of Water Resources that we had no domestic well right on our property. The property we purchased was part of a larger parcel that was divided by the previous owner. We bought the six acres which held the only buildings and the only domestic well. The owner kept the adjacent 15 acres for future building. He has since built a home and, of course, his own domestic well on that property.

It seems that the original filing for the domestic well that sits next to our home was done incorrectly. That filing shows that it sits on the fifteen acres that are still owned by our neighbor, and friend, Stan Bland. Obviously, that is incorrect and we would like you to consider a motion to set aside this earlier filing.

I have been in contact with the Idaho Department of Water Resources. They informed me that they could only take further action at your direction. It would give my family and I some peace of mind in this matter knowing that we had a recorded right to our domestic well. Thank you for your time and consideration.

Sincerely,

Pete Dias

Pete Dias

2-20-05

9-14-04
FILED
DISTRICT COURT-SRBA
TWIN FALLS CO., IDAHO
2005 FEB 28 AM 10:06

Eric Wildman,

I've enclosed what I believe to be the proper documentation which shows the original well to be located on our property. Thank You.

Pete Dias

(H)(208) 959-0941 (W)(208) 989-1139

DISTRICT COURT
SNAKE RIVER BASIN ADJUDICATION
STATE OF IDAHO

JOHN M. MELANSON
PRESIDING JUDGE
(208) 736-3011
FAX (208) 736-2121



SRBA CHAMBERS
P.O. BOX 2707
TWIN FALLS, IDAHO 83303-2707

September 20, 2004

Mr. Pete Dias
23256 El Paso Road
Caldwell, ID 83607

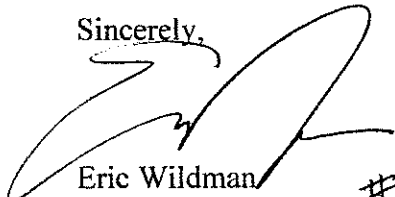
Dear Mr. Dias:

We are in receipt of your letter dated 9-14-04, addressed to Judge Melanson. It is unclear to this Court whether you are requesting to file a *Late Notice of Claim* for your own domestic property or if you are requesting to file a motion to have a previously decreed water right set aside, or both of the above.

You failed to make reference to any specific water right numbers in your correspondence. ^{→ 63-22149} In order for action to be taken in this matter, you will need to provide this Court with the correct water right numbers for any claim(s). These numbers can be obtained from the Idaho Department of Water Resources. It will also be necessary for you to provide any appropriate documentation/verification to support your claim(s). Upon receipt of this information, an *Order of Reference* will be made to a special master and a hearing will be scheduled to help determine the validity of your claim(s). If you desire to file a *Late Notice of Claim* for your own domestic right, I have enclosed a blank form for your use.

If you need further information or assistance, please contact this office at (208) 736-3011. It would be helpful if you would include a telephone number where you can be reached in any future correspondence. Thank you.

Sincerely,


Eric Wildman
SRBA Staff Attorney #107

ER:jm

Enclosure



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

May 14, 2004

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

PETE DIAS
PAULA R DIAS
23256 EL PASO
CALDWELL, ID 83607

RE: Change in Ownership for Water Right 63-22149

Dear Mr. & Mrs. Dias:

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership. However, during our review of the documentation you submitted we found no evidence showing your ownership of the land on which the place of use for the water right resides.

According to our records, the land adjacent to your property has a parcel number of 8R04N03W035700 and is owned by Stan Bland. The water right indicated in your notice resides on that property. The property that you acquired in 1992 has a parcel number of 4R04N03W035705. Since the place of use for the water right is not attached to your property we cannot process the ownership change.

*- domestic
parcel
sits on this*

We are returning the documents you submitted for the ownership change. These include the Deed of Trust with its attached property description, and the mortgage papers. We have instigated a refund of the \$25 you paid for the change in ownership. This refund will reach you in approximately six weeks.

If you have any questions regarding this matter, please call Kari Lynn Townsend at 208-327-7941.

Sincerely,

E. Justin Aldridge
Technical Review

Enclosures

[] Other (Explain)

IV. FINANCIAL TERMS:

First Mortgage Amount \$ 73,900.00
Cash Equity (Not necessary for refinance) \$ 9,000.00

Secondary Financing:

Amount \$.00

Interest Rate _____ % Term _____
(Mos)

Monthly Payment \$ _____

Name and Address of Holder:

Other (Explain) _____

Total Purchase Price (Not necessary for refinance) \$ 82,900.00

V. LIENS: If this loan exceeds 80% of the appraised value or the purchase price of the property described in Item II above, no lien or charge upon such property has been given or executed or has been contracted or agreed to be so given or executed by Property Purchaser to any person, including Property Vendor, except for (1) liens disclosed in Item IV hereof, or (2) liens or charges which will be discharged from the proceeds of the subject mortgage.

VI. OCCUPANCY: Purchaser is now actually occupying the property described in Item II above or in good faith intends to so occupy such property as the principal residence.

VII. INDUCEMENT: The certifications of this Affidavit are for the purpose of inducing the Lender named above or its assignees to make or purchase the first mortgage described by this Affidavit, and inducing the Mortgage Insurer, if any, to insure such loan. Those executing this Affidavit acknowledge that if this loan exceeds 80% of the value or purchase price of the property and is made by a Federal Savings and Loan Association, and/or is subsequently purchased by a Federal Savings and Loan Association, the certifications of this Affidavit shall be used for the purpose of inducing a Federal Savings and Loan Association to enter into such transaction and that the provisions of Section 1014 of Title 18, United States Code, which provide in part "Whoever knowingly makes any false statement or report for the purpose of influencing in any way the action of ... a Federal Savings and Loan Association ... upon any application ... shall be fined not more than \$5,000 or imprisoned not more than two years or both," are applicable to such transaction.

VIII. PROPERTY VENDOR: The PROPERTY VENDOR hereby certifies that, to the extent PROPERTY VENDOR is a party, the Financial Terms, including the Total Purchase Price, and the Liens are as set forth in Items III and IV above, hereby acknowledges the inducement purpose of this Affidavit as set forth in Item VII above, and certifies that certain of the prepaid expenses involved in the transaction (i.e. interest charges, real estate taxes, hazard insurance premiums, and private mortgage insurance renewal premiums) have not been paid by the vendor on behalf of the property purchaser.

Stanley L. Bland
STANLEY L. BLAND
Debbie Louise Bland
DEBBIE LOUISE BLAND

Sworn to and subscribed before me this 24th day of Nov. 19 92
Carrie E. Brown
Notary Public for CD County, State of TX

IX. Date 11-24-92 (Notarial Seal)
PROPERTY PURCHASER: The PROPERTY PURCHASER hereby certifies that the Financial Terms, including Total Purchase Price, the Liens and Occupancy are as set forth in items III, IV, and VI above, and hereby acknowledges the inducement purpose of this Affidavit as set forth in item VII above.

Pete Dias
PETE DIAS
Paula R. Dias
PAULA R. DIAS

Sworn to and subscribed before me this 24th day of Nov. 19 92
Carrie E. Brown
Notary Public for CD County, State of TX

X. Date 11-24-92 (Notarial Seal)
LENDER: Lender, by execution hereby, represents that the aforementioned statements are true and correct to the best of its knowledge.

BANK UNITED OF TEXAS FSB
by [Signature]
(Signature)

loan closer
(Title)

LENDERS USE ONLY

Value \$ 82,900.00
Mortgage 73,900.00

Percent of Loan
to Value 89.14

This form should be executed by purchaser(s), vendor(s) and lender no later than the date on which and disbursement on the loan is made.

AFFIDAVIT OF PURCHASER AND VENDOR

RECEIVED

I. PARTIES: (Name and address) LN# 8471146

MAY 17 2004

Lender **BANK UNITED OF TEXAS FSB**
 Mortgage Insurer **220 N.W. SECOND AVE., #700**
 (if applicable)

PORTLAND, OR 97209 of Water Resources

Property Vender **STANLEY L. BLAND and DEBBIE LOUISE BLAND**

Property Purchaser
PETE DIAS and PAULA R. DIAS

II. PROPERTY ADDRESS OR LEGAL DESCRIPTION: (Attach supplemental sheet if necessary)

23256 EL PASO ROAD CALDWELL, ID 83605

III. THE PURPOSE OF THE LOAN ON THIS PROPERTY IS:

☒ To purchase if from the above vendors - Total Purchase Price \$ 82,900.00
☐ To refinance outstanding debt.
☐ Other (Explain)

IV. FINANCIAL TERMS:

First Mortgage Amount \$ 73,900.00
 Cash Equity (Not necessary for refinance) \$ 9,000.00
 Secondary Financing:
 Amount \$.00

Interest Rate _____ % Term _____
 (Mos)

Monthly Payment \$ _____

Name and Address of Holder:

Other (Explain) _____

Total Purchase Price (Not necessary for refinance) \$ 82,900.00

V. LIENS: If this loan exceeds 80% of the appraised value or the purchase price of the property described in Item II above, no lien or charge upon such property has been given or executed or has been contracted or agreed to be so given or executed by Property Purchaser to any person, including Property Vendor, except for (1) liens disclosed in Item IV hereof, or (2) liens or charges which will be discharged from the proceeds of the subject mortgage.

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VIII. PROPERTY VENDOR: The PROPERTY VENDOR hereby certifies that, to the extent PROPERTY VENDOR is a party, the Financial Terms, including the Total Purchase Price, and the Liens are as set forth in Items III and IV above, hereby acknowledges the inducement purpose of this Affidavit as set forth in Item VII above, and certifies that certain of the prepaid expenses involved in the transaction (i.e. interest charges, real estate taxes, hazard insurance premiums, and private mortgage insurance renewal premiums) have not been paid by the vendor on behalf of the property purchaser.

Stanley L. Bland
 STANLEY L. BLAND
Debbie Louise Bland
 DEBBIE LOUISE BLAND

Sworn to and subscribed before me this 16th day of Nov, 1997
Janice L. [Signature]
 Notary Public for IDAHO
 County, State of ID

IX. Date 11-24-97 (Notarial Seal)
 PROPERTY PURCHASER: The PROPERTY PURCHASER hereby certifies that the Financial Terms, including Total Purchase Price, the Liens and Occupancy are as set forth in items III, IV, and VI above, and hereby acknowledges the inducement purpose of this Affidavit as set forth in item VII above.

Pete Dias
 PETE DIAS

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on **January 28, 2000**
The grantor is **PETE DIAS and PAULA R DIAS, HUSBAND AND WIFE**

Pioneer Title Company of Canyon County

("Borrower"). The trustee is

Home Federal Savings and Loan Association of Nampa
which is organized and existing under the laws of **the United States of America**, and whose address is
500 12th Avenue South, Nampa, Id 83651-4200

("Trustee"). The beneficiary is

("Lender"). Borrower owes Lender the principal sum of

ONE HUNDRED SIXTY EIGHT THOUSAND AND 00/100
Dollars (U.S.\$ **168,000.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **February 1, 2030**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **CANYON**

County, Idaho:

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

which has the address of **23256 EL PASO RD**
[Street]

CALDWELL
[City]

Idaho **83607** ("Property Address");
[Zip Code]

IDAHO -- Single Family -- Fannie Mae/Freddie Mac Uniform Instrument

Loan Number: **0810005284**
Form 3013 9/90

ITEM 1873L1 (9511)

(Page 1 of 6 pages)

GREATLAND ■
To Order Call: 1-800-530-9393 818-791-1131

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

In Re SRBA)
Case No. 39576)
PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 63-22149

NAME AND ADDRESS: DEBBIE L BLAND
STANLEY L BLAND
RT 7 BOX 16
23256 EL PASO
CALDWELL, ID 83605

SOURCE: GROUNDWATER

QUANTITY: 0.04 CFS

THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000
GALLONS PER DAY.

PRIORITY DATE: 01/20/1987

POINT OF DIVERSION: T04N R03W S03 SWNWSW Within Canyon County

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Domestic 1 HOME	01-01 TO 12-31	0.04 CFS

PLACE OF USE: Domestic T04N R03W S03 NWSW Within Canyon County

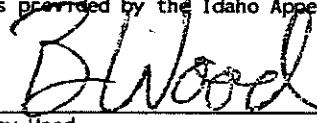
OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

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

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

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


Barry Wood
Administrative District Judge
Presiding Judge of the
Snake River Basin Adjudication

PC 32987

Exhibit "A"

BEGINNING at the Southwest corner of the Northwest Quarter of the Southwest Quarter, Section 3, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and running thence

North on the West boundary line thereof a distance of 786.46 feet, more or less, to a point which is 540.8 feet South of the Northwest corner of said Northwest Quarter of the Southwest Quarter; thence

East on a line parallel with the North boundary line of said Northwest Quarter of the Southwest Quarter a distance of 963 feet; thence

South 24° 15' East 691 feet; thence

South 36° 45' East 80 feet to a point in the East boundary line of the said Northwest Quarter of the Southwest Quarter; thence

South on said East boundary line to the Southwest corner of the said Northwest Quarter of the Southwest Quarter; thence

West along the South boundary line of said Northwest Quarter of the Southwest Quarter a distance of 1,318.68 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM the Westerly 830 feet.

TOGETHER WITH an ingress-egress easement being the Southerly 28 feet of the Westerly 830 feet of the following described parcel:

BEGINNING at the Southwest corner of the Northwest Quarter of the Southwest Quarter, Section 3, Township 4 North, Range 3 West, Boise Meridian, Canyon County, Idaho, and running thence

North on the West boundary line thereof a distance of 786.46 feet, more or less, to a point which is 540.8 feet South of the Northwest corner of said Northwest Quarter of the Southwest Quarter; thence

East on a line parallel with the North boundary line of said Northwest Quarter of the Southwest Quarter a distance of 963 feet; thence

South 24° 15' East 691 feet; thence

South 36° 45' East 80 feet to a point in the East boundary line of the said Northwest Quarter of the Southwest Quarter; thence

South on said East boundary line to the Southwest corner of the said Northwest Quarter of the Southwest Quarter; thence

West along the South boundary line of said Northwest Quarter of the Southwest Quarter a distance of 1,318.68 feet to the POINT OF BEGINNING.

