

November 20, 1998

**NOTICE OF ERROR
REPLY**

RECEIVED
DEC 03 1998
Department of Water Resources

Please type or print clearly, fill out this form completely and mail.

Return this reply form to IDWR by the deadline date printed below if you want IDWR to change your recommendation or you want to let IDWR know that you agree with its recommendation.

YOUR DEADLINE FOR RETURNING A NOTICE OF ERROR REPLY IS: December 18, 1998

Water right number: 35-13186

BRADLEY KAY ADAMS
DIANNE JACKLIN ADAMS
185 N 600 W
BLACKFOOT ID 83221

Daytime Telephone Number:

Evening Telephone Number:

1. Describe the portion of the proposed recommendation with which you disagree (e.g. priority date, period of use, source):

2. Describe the changes you wish to make in the proposed recommendation:

3. Give a brief explanation as to why you disagree with these portions:

☒ I AGREE with this proposed recommendation; no changes need to be made.

DATE: 12-1-98 SIGNATURE: Bradley K Adams
Please print your name: Bradley K. Adams

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
CLAIM VERIFICATION EXAM SHEET
FOR DOMESTIC AND STOCKWATER CLAIMS IN PLACE OF A CVR

1. ☒ No Change NAME:
☐ NEW OWNER: _____
☒ No Change ADDRESS: _____
☐ NEW ADDRESS: _____
☐ DATA ENTRY STANDARDS CHECKED?
2. ☐ No Change - DATE OF PRIORITY: No Field Verification Needed.
☐ CHANGE- Priority date, per claimant, is _____.
(if the priority date, based on your exam, seems questionable,
explain in COMMENTS.)
3. ☐ No Change - SOURCE:
☐ CHANGE - Different Source found: _____.
4. ☐ No Change - POINT OF DIVERSION:
☐ Point of diversion is different than the claim
New P/D: Twp. _____, Rge. _____, Sec. _____, _____ 1/4 _____ 1/4 _____ 1/4

Note: If the 10-acre tract is shown on the claim, then
verification of the 10-acre parcel is needed. Otherwise the
10-acre tract is not required, unless the source is a spring.
5. ☐ No Change - DESCRIPTION OF DIVERTING WORKS:
☐ Incomplete desc., complete items missing, IF KNOWN.
HP of pump _____ Static water level _____ Well depth _____
Casing size _____ Pumping water level _____ Gravity flow _____
Method of irr. _____
6. ☐ No Change - WATER USES:
☐ Different uses, (list uses found).
Use _____ From _____ To _____ Amount _____ cfs _____ af
Use _____ From _____ To _____ Amount _____ cfs _____ af
7. ☐ No Change - TOTAL VOLUME:
☐ Change found, The new total is, -- -- -- _____ cfs _____ af
8. N/A
9. ☐ No Change - NON-IRRIGATION USES: Completed on claim
☐ Incomplete on claim - Exam found:
Domestic - No. of homes _____ Stockwater - No. of head _____
Other: _____
☐ DATA ENTRY STANDARDS (correct to..)

CLAIM NO. _____

10. ☒ No Change - PLACE OF USE: (If changed, list below.)
Use Twp. Rge. Sec. 1/4, 1/4, 1/4

11. ☐ Checked: N/A

12. ☐ Checked: N/A

13. ☐ No change - OTHER RIGHTS FOR SAME USE:
CHANGE: _____

14. ☐ None REMARKS: (copy existing remarks to comments in "R")
☐ Add the following standard remarks:
LIST STANDARD REMARKS FOR THE RECOMMENDATION:

15. ☐ BASIS OF CLAIM VERIFIED AS: D - L - P - S - J (circle one)

COMMENTS: (pertinent to field examination)

RP033Z102

ATTACHMENTS: Attached to Attachments are
This Form. in Permit File.

PHOTOS
MAP
SYSTEM DIAGRAM

☐
☐
☐

☐
☐
☐

DATE EXAM CONDUCTED: _____

ACCOMPANIED BY: _____

FIELD EXAMINER: _____

SIGNATURE: _____

REVIEWED BY/DATE: _____

DATA ENTRY BY/DATE: _____

VERIFICATION BY/DATE: _____

DEED

266224

FOR VALUE RECEIVED,

ARAVE CONSTRUCTION CO., INC.

a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant, Bargain, Sell and Convey unto

BRADLEY K. ADAMS and DIANNE ADAMS,
husband and wife, whose address is Rt. #4

grantee, the following described real estate, to-wit: Box 349-A Clark Road, Blackfoot, Idaho

REVENUE STAMPS

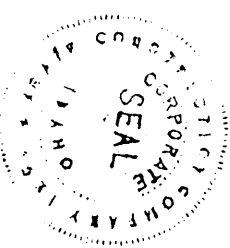
Part of the NW $\frac{1}{4}$, Section 30, Township 2 South, Range 35, East Boise Meridian, Bingham County, Idaho, described as:

Beginning at a point on the East line of a County road that is S 0°4'12" W 698.14 feet along the Section line and S 89°55'48" E 25 feet from the Northwest corner of said Section 30; thence S 89°55'48" E 208.71 feet; thence N 0°4'12" E 208.71 feet; thence N 89°55'48" W 208.71 feet; thence S 0°4'12" W 208.71 feet along said County Road to the Point of Beginning.

266224

TO HAVE AND TO HOLD The said premises, with their appurtenances unto the said Grantee their heirs and assigns forever.

IN WITNESS WHEREOF, The Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President and its corporate seal to be affixed by its Secretary this 6th day of May 1980



ARAVE CONSTRUCTION CO., INC.

By

PRESIDENT.

ATTEST:

SECRETARY.

STATE OF IDAHO, } ss.
COUNTY OF Bingham

On this 6th day of May, 1980, before me, a Notary public in and for said State, personally appeared Dale Arave and

Carol Colleen Arave, known to me to be the President and Secretary of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

Notary Public for the State of Idaho,
Residing at Blackfoot

SEAL
BLACKFOOT

20 MAY 1980

266224

RECORDED AT THE CLERK'S OFFICE

American Land Title Co.

COPY

DEED OF TRUST

This form is used in connection with deeds of trust insured under the one- to four-family provisions of the National Housing Act.

THIS DEED OF TRUST, Made this 6th day of May, 1980

Between BRADLEY K. ADAMS and DIANNE ADAMS, his wife

whose address is Route #4, Box 349 A-Clark Road Blackfoot, Idaho 83221
(Street and Number) (City) (State)

American Land Title Company, an Idaho Corporation

Mortgage-Insurance Corporation, an Idaho Corporation

Witnesseth: That Grantor irrevocably GRANTS, TRANSFERS, BARGAINS, SELLS, and ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the property in Bingham COUNTY, IDAHO, consisting of not more than three acres, described as:

Part of the NW $\frac{1}{4}$, Section 30, Township South, Range 35, EBM, Bingham County, Idaho, described as:

Beginning at a point on the East line of a County road that is S 0°4'12" W 698.14' along the Section line and S 89°55'48" E 25' from the Northwest corner of said Section 30; thence S 89°55'48" E 208.71'; thence N 0°4'12" E 208.71'; thence N 89°55'48" W 208.71'; thence S 0°4'12" W 208.71' along said County Road to the Point of Beginning.

Together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in anywise appertaining, 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 Performance of each agreement of Grantor herein contained and payment of the sum of \$ 38,000.00

with interest thereon according to the terms of a promissory note, dated May 6, 1980, payable to Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, to be due and payable May 1, 2010.

1. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: Provided, however, That written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment.

2. Grantor agrees to pay to Beneficiary in addition to the monthly payments of principal and interest payable under the terms of said note, on the first day of each month until said note is fully paid, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows:

(I) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or

(II) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;

(b) A sum equal to the ground rents, if any, and the taxes and special assessments next due on the premises covered by this Deed of Trust, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Beneficiary) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by the Beneficiary in trust to pay said ground rents, premiums, taxes and special assessments, before the same become delinquent; and

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid each month in a single payment to be applied by Beneficiary to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be;
(II) ground rents, if any, taxes, special assessments, fire and other hazard insurance premiums;
(III) interest on the note secured hereby; and
(IV) amortization of the principal of the said note.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good prior to the due date of the next such payment, constitute an event of default under this Deed of Trust. In the event that any payment or portion thereof is not paid within fifteen (15) days from the date the same is due, Grantor agrees to pay a "late charge" of four cents (4¢) for each dollar so overdue, if charged by Beneficiary.