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Department of Water Resources
Adjudication Bureau

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.

Case No. 39576

STANDARD FORM 4

The State of Idaho, ex rel. R. Keith
Higginson in his official capacity as
Director of the Idaho Department
of Water Resources,

MOTION TO FILE A LATE
NOTICE OF CLAIM

Petitioner,

vs.

The United States; the State of Idaho; and
all Claimants to the Use of Water From
the Snake River Basin Water System,

39576
[34-00053C]/
94-01-0034

Respondents.

INSTRUCTIONS FOR USE

This form must be used to ask permission to file a late notice of claim in a reporting area where the director's report has been filed. This form has been adopted by the court in *SRBA Administrative Order* (amended June 21, 1993), Section 4A, which may be consulted for further information.

This motion requires you to 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.

You may copy or reproduce this form. If you do, the text must be on the front and back of each page exactly as it appears here. Fill out the form completely and attach all fees or the court will not accept the motion for filing. The Verification and Certificate of Mailing must be completed. Check each box to verify you have followed the court's instructions.

- ☒ As required by the court, I have read the *SRBA Administrative Order 1, Rules of Procedure* (amended June 21, 1993).

My name is WILLIAM F. BARROWS AND/OR JANEL BEEHAN

My address is P.O. Box 54, MACKAY, ID - 83251

My phone number is: Work Home

I am an attorney representing

My name is

My address is

My phone number is

The water right number I want to file a late notice of claim for is A 34-00053C

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

 PURCHASED PROPERTY NOV. '92. WATER RIGHTS FORMS WERE SENT TO ADDRESS PROVIDED IN
 WATER RIGHTS PAMPHLET OBTAINED @ COUNTY COURTHOUSE IN CHALLIS, ID FEB. '93. THE
 ADDRESS WAS INCORRECT AND P.O. RETURNED FORMS TO US, RATHER THAN FORWARDING THEM.
 WE RE-FILED ON 9/9/93 AFTER OBTAINING CORRECT ADDRESS FROM CHALLIS. THIS APPLICATION
 WAS RETURNED TO US BY IDWR. WE THEN DROVE TO IDAHO FALLS AND OBTAINED THESE FORMS.

As required by the court, I am providing legal and factual documentation for my claimed use of water. The documents I am providing are: (You must describe the documents and attach a readable copy.)

- 1) NOTICE OF CLAIM TO A WATER RIGHT - FORM NO. 42-1409(2) b 9/88
- 2) DEED OF TRUST ON SUBJECT PROPERTY
- 3) SURVEY MAP SHOWING SUBJECT PROPERTY - LOT 8.

I have attached:

- ☒ A fully completed notice of claim (available from the Idaho Department of Water Resources (IDWR)).
- ☒ A ²⁵claim filing fee and a ⁵⁰late claim fee. IDWR may charge this fee pursuant to I.C. §§ 42-1414 and 42-1408A(j). To determine the 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 \$ 75.
- ☒ A court appearance fee in the amount of \$58.00 in the form of a check made payable to: SRBA. Persons filing a motion for late notice of claim do not become a party or claimant in the SRBA simply by filing this motion.

Follow these instructions regarding the hearing on this motion.

1. Contact the SRBA Court (208-736-3011) to request a hearing date and time. *✓ DONE 12/10/93*
2. Fill in the following information:

This motion will be heard on 3/15/94 @ 1:30 PM

(Insert Date and Time)

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

VERIFICATION
(Must be completed)

State of IDAHO

County of CUSTER

JANET BEEMAN &/OR
WILLIAM F. BARROWS, being first duly sworn, upon oath, deposes and says:
(Insert name of person filing form)

That I am the person or entity filing this motion and I have read the motion, know its contents and that the statements are true to the best of my knowledge and belief.

Janet Beeman
William F. Barrows
Signature of person filing form

By: _____
Attorney signing in representative capacity

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

Alma J. Mills
Notary Public for Hailey
Residing at: Hailey
My Commission expires: 6/15/95

INSTRUCTIONS FOR MAILING

You must mail the form, including all attachments, to the Clerk of the SRBA Court and to the parties identified in the Certificate of Mailing. FAX filings will not be accepted by the SRBA Clerk of the Court.

You must sign the Certificate of Mailing to show that you followed these steps.

CERTIFICATE OF MAILING

I certify that on 1/10/, 1994, 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:

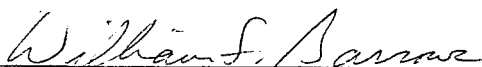
Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P. O. Box 2707
Twin Falls, Idaho 83303-2707

2. One copy to:

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P. O. Box 44449
Boise, Idaho 83711-4449

3. One copy to:

United States Department of Justice
Environment and Natural Resource Division
550 West Fort Street, Box 33
Boise, Idaho 83734



Signature of person or attorney mailing the form

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

Identification No. A34-00053C

Date Received _____

Receipt Number _____

**NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW
For Domestic and/or Stockwater Purposes
Where Daily Use is less than 13,000 gallons per day.**

Filing Fee \$25

Please type or print clearly

1. Name of Claimant (s) WILLIAM F. BARROWS AND/OR JANE BEEMAN Phone () _____

Mailing Address P.O. Box 54, MACKAY, ID Zip 83251

2. Date of Priority (Only one per claim) MAY/01/1880 Month/Day/Year

3. Source of water supply (Check one) (X) Groundwater or Other () (a) _____

which is tributary to (b) _____ Name or kind of source

4. Location of point of diversion is: Township 07N Range 19E

Section 26, SE 1/4 of SW 1/4 of NE 1/4, Govt. Lot -, BM.,

County of CUSTER

Additional points of diversion if any: _____

5. Description of existing diversion works (Ditches, Wells, Pumps, Pipelines, Headgate Etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. WELL ON LOT 8.

6. Water is claimed for the following: (limited to Domestic and/or Stockwater only. See Instructions.)

For DOMESTIC purposes from 01/01 to 12/31 amount 0.01 MAX
(Both dates are inclusive)

For _____ purposes from _____ to _____ amount _____

7. Total quantity claimed 0.01 (cfs)

8. Total consumptive use claimed is de minimus

9. Non-irrigation uses. Describe fully. (Domestic: give number of households served if single ownership; Stockwater: Type and Number of livestock) ONE HOUSEHOLD

10. Place of use is: Township: 07N Range 19

Section 26, NE 1/4 of SE 1/4, Govt. Lot _____, B.M.,

County of CUSTER for (Circle One) Domestic Stock Domestic and Stock

Additional places of use, if any _____

11. In which county (ies) are lands listed above as place of use located? CUSTER

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

If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above. None ()

14. Remarks: P/U = LOT 8, NORTH FORK, BIG Lost RIVER

15. Basis of Claim (Circle One) Beneficial Use Posted Notice License Permit Decree

Court _____ Decree Date _____ Plaintiff vs Defendant UTAH CONSTRUCTION VS. JOHN F. ABBOTT
STAL

If applicable provide IDWR Water Right Number _____

By signing I/We acknowledge reading the notice on the back of this claim form.

I/We wish to receive for a small annual fee monthly copies of the docket sheet.

16. Signature (s)

YES X NO _____

Number of Attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) Janel Beamon Date 1/10/94

William F. Barrow Date 1/10/94

For Organizations: I do solemnly swear or affirm that I am _____

of _____, that I have signed the foregoing
Organization document in the space below as _____ of _____
Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____ Date _____

Title and Organization _____

State of Idaho/or _____)
County of Blaine) SS.

Subscribed and sworn (or affirmed) before me this 10th day of January 19 94

SEAL

Notary Public Alma J. Mills

Residing at Hailey

My Commission Expires 6/15/95

Last Name _____ Ident No. _____

Copies: White-State, Yellow-Claimant

SCALE 1"=30'



PROPERTY OF
EMERALD R. & LOIS H.

MICROFILMED

NOV 18 1992

(N. 65° 51' E 15 ch.)
990.6

5° 51'E. Crowell
LOT. 10 0642

LOI
-051'E

LOT 9

55°51'E

LOT 10
165° 51' E.

LOT 7

N. 65° 51' D

LOT 5051

LOT 5

65° 51' 3
T 4

165° 51' E

LOT 3
-0514

65
LOT 2

65°51'E

LOT 1

332

61°5'25"W.

(565.42)

NOTES

ings & distances in chains

P.O. Box 3176

Ketchum, ID 83340

DEED OF TRUST

Security Agreement and Financing Statement Filed as a Fixture Filing
(To be Filed for Record in Real Estate Records)

THIS DEED OF TRUST, made this 13th day of October, 19 92
Between

WILLIAM F. BARROWS AND A. JANEL BEEMAN, HUSBAND AND WIFE
(Debtor) hereIn called GRANTOR

whose address is 13876 Skyline Blvd. Woodside, CA 94062
Blaine County Title Associates, hereIn called TRUSTEE, and

ANDREW CHRIS ISOM, AN UNMARRIED MAN,
Party) hereIn called BENEFICIARY (Secured

whose address is: P.O. Box 4405 Ketchum, ID 83340

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 Custer State of Idaho, described as follows, either located within an incorporated city or village at the date hereof, or containing not more than twenty acres:

See Attached Exhibit "A" attached hereto

TOGETHER WITH all water, water rights, ditch and ditch rights, stock or decrees evidencing the same, rights of way, easements, tenements, and appurtenances thereunto belonging, fixtures now or hereafter attached to or used in connection with the premises herein described, including but not limited to carpets, drapes, furnaces, pumps, sprinkler systems, equipment, buildings, and specifically included those items shown (if attached) in Exhibit B hereto, all of which shall be deemed to be fixtures and a part of the realty and a portion of the of the security for the indebtedness herein mentioned.

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. All property as defined herein is collectively referred to as the premises.

FOR THE PURPOSE OF SECURING payment of the indebtedness evidenced by a promissory note, loan agreements and other documents, (hereinafter called the note), of even date herewith, executed by the Grantor in the sum of

May 15,
FIFTY THOUSAND DOLLARS AND NO/100-----DOLLARS (\$50,000.00) (final payment being due, 1998 , and to secure payment of all such further sums as may be hereafter loaned or advanced by the Beneficiary, to secure all sums advanced by the Beneficiary to protect the security herein, to secure all extensions, renewals and modifications hereof, and to secure all further sums, advances or expenditures together with interest thereof, provided that nothing here shall obligate the Beneficiary to the making of such further loans, advances or expenditures; and provided further that it is the express intention of the parties that it shall stand as continuing security until paid for all such advances together with interest thereon as provided in the note.

SUBJECT TO those certain liens and encumbrances hereafter itemized and no others:

A. TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR AGREES:

1. To promptly discharge any lien, or claim thereof, which may gain priority over the deed of trust herein, to promptly pay all taxes, assessments, charges, fines and impositions attributable to the premises, and to promptly pay all leasehold payments and ground rents, if any. To promptly pay and not allow the default of any payment on a superior mortgage, deed of trust, contract or other permitted encumbrance. The determination of what threatens the security herein shall be in the sole discretion of the Beneficiary. The Grantor upon 10 days notice of such event shall discharge the same. In addition to the payments provided in the note hereby secured, the Grantor shall at the option of and on the demand of the Beneficiary, pay each month 1/12 of the estimated annual amount of all such taxes, assessments, insurance premiums, maintenance and other charges upon the premises, in trust for Grantor's payment of such items when due.
2. 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 or materials in connection therewith; to comply with all laws affecting said property or requirements for alteration or improvements thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; consistent with the use of the premises, to cultivate, fertilize and take all other acts to maintain the premises.
3. To provide, maintain and deliver to Beneficiary flood, fire, hazard and other insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any such insurance may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, including the release of any portion of such proceeds to the Grantor. Such application or release shall not cure or waive any default, or invalidate any act done pursuant to such notice of acceleration, default or sale.
4. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights and powers of the Beneficiary or Trustee; and to pay all costs and expenses, including costs of evidence of title and attorney fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.
5. Not to make any voluntary conveyance of the premises or any part thereof without first obtaining the consent of the Beneficiary. Any such transfer, if Beneficiary shall not consent, shall constitute a default under the terms hereof and the note it secures, and on Beneficiary may cause the same to be foreclosed, and the premises sold, according to law and the provisions hereof.
6. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest at the default rate, or the highest lawful rate permitted by law, from the date hereof until paid.
7. Should Grantor fail to make any payment or perform any act herein provided, then Beneficiary or Trust, without obligation to do so 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 in such extent as either may deem necessary to protect the security hereof. The Beneficiary or Trustee is authorized to enter upon the premises 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 to or superior hereto; and in exercising any such powers, or in enforcing this Deed of Trust to pay necessary expenses, employ counsel and pay such reasonable fees. The Grantor shall immediately pay upon demand any such amounts expended by Beneficiary or Trustee, or both of them as herein provided.
8. To pay immediately and without demand all sums expended by the Beneficiary or Trustee with interest from the date of such expenditure at the default rate provided for in the note, or at the highest legal rate permitted by law.

connection with such taking or damage. All such compensation, awards, damages, rights of action, and proceeds, including the proceeds of any policies of fire, hazard, flood or other insurance affecting the premises, are hereby assigned to the Beneficiary, who may, after deducting therefrom all of its expenses, including attorney's fees, require the same on any indebtedness secured hereby. Grantor agrees to execute such further assignments of any insurance, awards, damages and rights of action and proceeds as Beneficiary or Trustee may require.

3. By accepting payment of the sums secured hereby after its due date, Beneficiary does not waive the right to require payment, when due of all other sums so secured to declare default for failure to so pay.

4. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the 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, together with any covenants, conditions and restrictions in connection therewith; join in, or consent to, the granting of any easement thereon; join in any agreement modifying the terms hereof or subordinating the lien or charge secured hereby.

5. Upon written request of the Beneficiary stating that all sums secured hereby have been paid, or that some or part of the sums secured hereby have been paid, and upon surrender of this Deed of Trust, and said note, if payment has been made in full, to the Trustee for cancellation and upon payment of its fees, Trustee shall reconvey, without warranty, the premises held hereunder to the persons legally entitled thereto.

6. As additional security, Grantor gives to and confers upon the Beneficiary the right, power and authority to collect the rents, issues and profits of said premises, reserving unto the Grantor the right, prior to any default by Grantor in payment of the indebtedness secured hereby, or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Grantor will thereupon immediately transfer and assign to Beneficiary any deposits or fees held for tenants. 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 the premises, or any part thereof in the name of the Grantor, Beneficiary, agent, receiver or otherwise to 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 the undertaking of reasonable attorney's fees, insurance and bonds reasonably undertaken to protect the Grantor, Beneficiary, agent, receiver, or any combination of them, and in such order as Beneficiary may determine. The entering upon and taking possession of the premises, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not cure or waive any notice of acceleration, default or sale hereunder or invalidate any act done pursuant to such notice.

7. Time is of the essence hereof. Upon default in payment of any indebtedness secured hereby, or in performance of any provision hereof, 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 election to cause the premises to be sold to satisfy the obligations secured hereby, and shall cause such notice to be recorded in the County where the premises are situated, and to perform such and every act required by law to cause the premises to be sold at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall thereupon deliver to the purchaser its deed of sale having been given as required by law. Trustee, without demand on Grantor, shall sell the premises at the time and place fixed in said notice of sale, either in whole or in separate parcels and in such order as Trustee 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 thereupon deliver to the purchaser its deed describing the premises, but without covenant of warranty expressed or implied. The recitals in the deed shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee or Beneficiary, may purchase at the sale. After deducting all costs, fees and expenses of Trustee as provided by this Deed of Trust, including costs of avoidance of title and reasonable attorney's fees in connection with the 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 the default rate, or the highest legal rate allowed under Idaho law, all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto. The Trustee is authorized to deliver such remainder to the Clerk of the County and to interplead such funds seeking a court determination of such persons legally entitled thereto and have the attorney's fees and costs for such action be deducted from such proceeds.

8. On the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages, and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as fixed by the court.

9. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the county recorder where the premises are situated, a substitution of trustee. From the time a substitution is recorded, the new trustee shall succeed to all the powers, duties, authority, and title of the Trustee herein named, or of any successor trustee. Each such substitution shall be executed and acknowledged in and notice thereof shall be given and proof made thereof in the manner provided by law.

10. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto named, their heirs, legatees, devisees, personal representatives, successors and assigns. All obligations of Grantor hereunder are joint and several. The term Beneficiary shall mean the holder and owner of the note secured hereby, including any pledgee, of the note secured hereby, and all rights held as a Secured Party as that term is defined by the Uniform Commercial Code. Any reference to singular shall include plural, and plural shall include singular. Any reference to gender shall include male, female or neuter.

11. The rights of the Beneficiary are cumulative and any finding that any of them are unenforceable or contrary to law will not affect the remainder of such rights.

12. Trustee accepts the duties outlined herein when this Deed of Trust is duly executed, acknowledged and recorded as provided by law. Trustee is not obligated to notify any party hereto of purshing sale under any other deed of trust, or of any action in which the Grantor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

13. This Deed of Trust shall be construed by the laws of the State of Idaho.

14. The Grantor requests notice of default and notice of sale to be mailed to them at the address shown above.

IN WITNESS WHEREOF, the Grantor hereunder executes this Deed of Trust on the date first written. If Grantor is a partnership, limited partnership, corporation, trust or other such entity or individual, by so executing such Grantor warrants that the acts herein were done pursuant to authority held and all other necessary persons consented to such action.

William F. Barrows
WILLIAM F. BARROWS

A. Janel Beeman
A. JANEL BEEMAN

STATE OF IDAHO, County of Blaine :ss

On this 19th day of October, 19 92, before me, a notary public, in and for said State personally appeared:

WILLIAM F. BARROWS AND A. JANEL BEEMAN known or identified to me to be the same person whose names are subscribed to the within Instrument, and such persons acknowledged to me that they executed the same.

Marion C. Meyer
Notary Public

Commission Expires: 12-3-9

Residing at: Ketchum, ID

STATE OF IDAHO, County of _____ : ss

On this _____ day of _____, 19____, before me, a notary public, personally appeared _____ and _____ known or identified to me to be the _____ President and _____ Secretary, respectively, of the corporation that executed the instrument in behalf of said corporation, and acknowledged to me that such corporation executed the same.

Notary Public

Commission Expires: _____

Residing at: _____

REQUEST FOR RECONVEYANCE
(THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST)

_____, Idaho, _____, 19____

To: _____ : Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to:

The undersigned hereby certifies that _____ of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Address _____ Telephone No. _____