

AJ5809NP
No. R35-13186

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 11/09/98
PAGE: 50

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	BRADLEY KAY ADAMS	04/20/1980	DOMESTIC	01-01 12-31	0.04 CFS	
C	DIANNE JACKLIN ADAMS					
	185 N 600 W			TOTAL DIVERSION:	0.04 CFS	
	BLACKFOOT ID 83221					
	(208) 684-4315					

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T02S R35E S30 NWNW BINGHAM County

Place of use Legal Description for: DOMESTIC

NE				NW				SW				SE			
NENE NENE SENE				NENW NWNW SWNW SENW				NESW NWSW SWSW SESW				NESE NWSE SWSE SESE			
T	R	S	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac	: Lt Ac Lt Ac Lt Ac Lt Ac								
02S	35E	30	:	:	D	:	:	:	:	:	:	:	:		

POU County: BINGHAM

Non-Irrigation Uses: ONE HOME

Conditions of Approval:

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

Remarks: EXP PARCEL NO RP0332102

Dates: Exam Made Date: Verified Date: Objection Filed Date:

Misc: Water District Number: Field Inspection Flag:
Presumption Flag:

Audit: 06/17/98 SVANHOFF

PROFILED

SCANNED
OCT 07 2005

✓ JOT
11-12-98

AJ0749NP
No. R35-13186

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT
(REGIONAL)

DATE: 06/17/98
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	BRADLEY KAY ADAMS	04/20/1980	DOMESTIC	01-01 12-31	0.04 CFS	
C	DIANNE JACKLIN ADAMS					
	185 N 600 W					
	BLACKFOOT ID 83221			TOTAL DIVERSION:	0.04 CFS	
	(208) 684-4315					

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

Point(s) of Diversion: T02S R35E S30 NWNW

BINGHAM County

Place of use Legal Description for: DOMESTIC

				NE				NW				SW				SE							
T	R	S	:	NENE	NWNE	SWNE	SENE	:	NENW	NWNW	SWNW	SENW	:	NESW	NWSW	SWSW	SESW	:	NESE	NWSE	SWSE	SESE	:
				Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac		Lt	Ac	Lt	Ac	
02S	35E	30	:					:					:					:					:

POU County: BINGHAM

Non-Irrigation Uses: ONE HOME

Conditions of Approval:

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

Remarks: EXP PARCEL NO RP0332102

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

SCANNED
OCT 07 2005

PROTECTED

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: **A35-13186**
Date Received: 7/16/1997
Receipt No: E023409
Received By: *gmc*

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name: BRADLEY KAY ADAMS 208-684-4315
Address: 185 N 600 W
BLACKFOOT ID 83221
AND
Name: DIANNE JACKLIN ADAMS 208-684-4315
Address: 185 N 600 W
BLACKFOOT ID 83221

A3513186



2. Date of Priority: APR 20, 1980

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
02S	35E	30	NW	NW	NW		BINGHAM

5. Description of diverting works:
WELL AND PUMP

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
ONE HOME

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
02S	35E	30	NW	NW		DOMEST	

11. Place of use in counties: BINGHAM

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

13. Other Water Rights Used:

14. Remarks:

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): Bruce & Colleen Date: 1-16-97
Dianne Adams Date: 7-16-97

State of Idaho)
County of Bonneville) SS.

Subscribed and sworn (or affirmed) before me this 16 day
of July 19 97 Ernest Carlson
Notary Public

Seal

Residing at Boise Falls
My Commission Expires 6-14-2000

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OCT 07 2005

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

IDWR Eastern Regional Office, 900 N. Skyline Drive, Suite A, Idaho Falls, ID 83402-1718, (208) 525-7161

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OCT 07 2005

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..)

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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)

RP0332102

ATTACHMENTS: Attached to This Form. Attachments are 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: _____

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OCT 07 2005

DEED

266284

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

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.

REVENUE STAMPS

266284

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, }
COUNTY OF Bingham } ss.

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

ORIGINAL
BLACK
44-210-AC

'80 MAY 6 10 30 AM '80

266284

RECORDED AT THE REQUEST OF

American Land Title Co.

PROFILED

SCANNED

OCT 07 2005

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

, as Grantor,

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, as Trustee, and

Mortgage-Insurance Corporation, an Idaho Corporation, as Beneficiary.

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.

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OCT 07 2005