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FEB 22 1994

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 3

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

STANDARD FORM FOR NOTICE
OF CHANGE IN ADDRESS

OR

Petitioner,

CONSENT TO SUBSTITUTION OF
PARTY

vs.

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

39576
[57-10714]/
94-02-0059

Respondents.

INSTRUCTIONS FOR USE

This form must be used to provide notice of change in address or to substitute a party whose water right recommendation is in a director's report which has been filed with the court. The filing of Standard Form 3 cannot result in a contested matter. A hearing will not be scheduled.

This form has been adopted by the court in *SRBA Administrative Order 1* (amended June 21, 1993), Section 4A, which may be consulted for further information.

Standard Form 3 shall not operate to excuse compliance with the statutory requirements of I.C. § 42-1409(7) where a water right recommendation is not before the court.

As used in this form, the term "prior claimant/seller" means any person who, pursuant to I.C. § 42-1409(2), (3) and (6), filed a notice of claim asserting the right to the use of water or on whose behalf the right to the use of water was asserted. "New claimant/purchaser" means any successor in interest of a "prior claimant/seller," whether the interest is acquired by purchase, gift, inheritance or other means.

A *Consent to Substitution of Party (Substitution)* must be signed by the prior claimant/seller and the new claimant/purchaser. The *Substitution* shall be filed by the new claimant/purchaser.

Check either the *Change in Address* or *Consent to Substitution of Party* box and fill in the requested information. A party may copy or reproduce the standard form. The text of the form must be on the front and back of each page, exactly as it appears here.

Follow the instructions on the form or the court will not accept it for filing. The Verification and the Certificate of Mailing must be completed.

The standard form may be obtained from the Idaho Department of Water Resources and the court. You must provide a copy of this form to each party, or to their legal counsel, in any subcase in which you are a party.

☐ CHANGE IN ADDRESS

My name is _____

I am the claimant of _____

(Insert each water right number)

I have filed an objection/response to the following water right(s) _____

(Insert each water right number)

My new mailing address is _____

My phone number is: Work _____ Home _____

☒ **CONSENT TO SUBSTITUTION OF PARTY**

My name is CLIFFORD BRUMETT and CLAYTON BRUMETT

My address is Dept. of Bus. Admin. 11949 W. Hickory Dr.
Fort Hays State Univ. Hays, KS 67601 Boise, Idaho 83704

My phone number is: Work (913)628-5872 Home (913)625-6062

The name and address of the party who I wish to be substituted for are:

CRAWFORD L. COOK

P.O.Box 821, Homedale, ID 83628

I am the new claimant/purchaser of A57-10714 and
(Insert each water right number)

I am submitting proof of acquisition of the interest of the prior claimant/seller, *which is required by the court* to support my *Substitution*. Proof must contain a legal description of the property, including the water right numbers conveyed. You must describe the documents you are submitting.

Clayton Brumett
CLAYTON BRUMETT
Clifford Brumett
CLIFFORD BRUMETT
(Signature of prior claimant/seller)

Crawford L. Cook
CRAWFORD L. COOK
(Signature of new claimant/purchaser)

☐ **ATTORNEY OF RECORD COMPLETING FORM**

My name is _____

I am the attorney of record for _____
(Identify party/claimant)

My address and phone number are _____

VERIFICATION

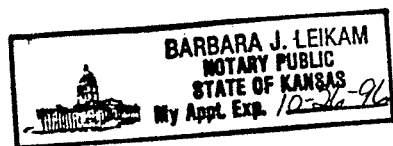
(Must be completed for either a *Notice of Change in Address* or for *Consent for Substitution of Party*)

State of _____

County of _____

_____, being first duly sworn, upon oath, deposes and says:
(Insert name of party/claimant filing form)

That I am the person or entity filing this form, that I am a water right claimant or party or their successor in interest, defined by I.C. §§ 42-1401A(1), (7) or (10); and that I have read this form, know its contents and that the statements are true to the best of my knowledge and belief.



Clifford Brunett
Signature of person filing form

By: _____
Attorney signing in representative capacity

Subscribed and sworn to before me on September 7, 1993
(Insert Date)

Barbara J. Leikam
Notary Public for Kansas
Residing at: Hays
My Commission expires: 10-26-96

VERIFICATION

(Must be completed for either a *Notice of Change in Address* or for *Consent for Substitution of Party*)

State of IDAHO

County of ADA

CLAYTON BRUMETT, being first duly sworn, upon oath, deposes and says:
(Insert name of party/claimant filing form)

That I am the person or entity filing this form, that I am a water right claimant or party or their successor in interest, defined by I.C. §§ 42-1401A(1), (7) or (10); and that I have read this form, know its contents and that the statements are true to the best of my knowledge and belief.

Clayton Brumett
Signature of person filing form

By: _____
Attorney signing in representative capacity

Subscribed and sworn to before me on 9-17-93
(Insert Date)

M. Jayne Miller
Notary Public for ADA COUNTY / IDAHO
Residing at: STAR IDAHO
My Commission expires: 7-20-95

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 _____, 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
P. O. Box 2707
Twin Falls, Idaho 83303-2707

2. A *Change of Address* must be served on each party, or their attorney, in each subcase in which you are a party at the following address(es):

3. A *Consent to Substitution of Party* must be served on the prior claimant/seller or their attorney at the following address:

CLAYTON BRUMETT 11949 W. Hickory Dr.
Boise, Idaho 83704
CLIFFORD BRUMETT Fort Hays State Univ.
Dept. of Bus. Administration
Hays, KS 67601

4. A *Consent to Substitution of Party* must be served on each party, or their attorney, to each subcase in which the prior claimant/seller is a party at the following address(es):

4. One copy to:

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

5. One copy to:

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

Clifford Brunett

(Signature of person or attorney mailing the form)

GIFT DEED RESERVING LIFE ESTATE

KNOWN ALL MEN BY THESE PRESENTS, that CRAWFORD M. BRUMETT, dealing in his sole and separate property, of Caldwell, Canyon County, State of Idaho, hereinafter referred to as the Grantor, for and in consideration of ONE DOLLAR (\$1.00), lawful money of the United States, and other good and valuable considerations, to him in hand paid by CLIFFORD BRUMETT and CLAYTON BRUMETT, of P.O.Box 792, Homedale, Owyhee County, State of Idaho, 83628, hereinafter referred to as the grantees, does hereby GRANT, BARGAIN, SELL AND CONVEY AND FURTHER MAKES AN ABSOLUTE GIFT unto the Grantees, and his heirs and assigns, all of the following described property situated, lying and being in the County of Owyhee, State of Idaho, to-wit:

A parcel of land situate in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 8, Township 3 North, Range 5 West, B.M., Owyhee County, Idaho, more particularly described as follows:

Beginning at a point 290 feet East of the Northwest corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 8, T3N, R5W, B.M., and being the Real Point of Beginning; thence South 731 feet to a point on the North boundary of the Patch Ditch; thence North 82° East 125 feet, more or less; thence North 52° 30' East 210 feet, more or less; thence North 66° East 150 feet, more or less; thence North 12° 45' West 540 feet, more or less, to a point on the North line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, said point being 320 feet East from the Point of Beginning; thence West along the said North line, a distance of 320 feet, to the Real Point of Beginning.

Together with all water rights, ditch rights, rights of way, improvements, tenements, hereditaments, and appurtenances thereto belonging or used in connection therewith, including all houses and buildings on said parcel.

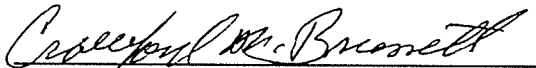
RESERVING AND ACCEPTING THEREFROM, however, a LIFE ESTATE unto the Grantee, CLIFFORD BRUMETT, including the full use, control, income and possession of the property for and during his natural life, along with reasonable access to the same; providing however that if and when the real property is sold, \$5,000.00 to be given to Greg Brumett for a college fund and \$5,000.00 to be given to Jason Brumett for a college fund.

SUBJECT TO THE FOLLOWING: All current taxes and assessments of every kind whatsoever, all patent and state deed reservations; the bonded debt of all taxing units; all repayment contracts between an irrigation district in which the premises may be situated and the United States; and all rights of way over the premises regardless of how evidenced or acquired and whether the same appear of record or not.

TOGETHER, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said Grantor.

TO HAVE AND TO HOLD, subject to the above LIFE ESTATE, all and singular the above mentioned and described premises, together with the appurtenances, unto the grantees, and to their heirs and assigns forever.

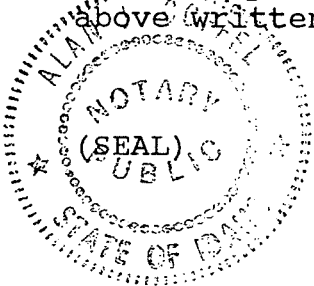
IN WITNESS WHEREOF, the said Grantor and Grantees have hereunto set their hands and seals this 26 day of April, 1993.

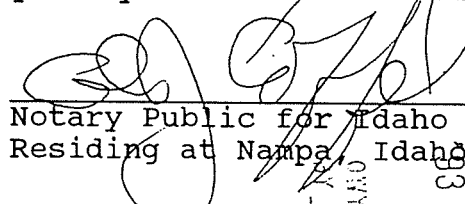

CRAWFORD M. BRUMETT

STATE OF IDAHO)
) ss.
County of Canyon)

On this 26 day of April, 1993, before me, the undersigned Notary Public in and for said state, personally appeared CRAWFORD M. BRUMETT, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he 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 Idaho
Residing at Nampa, Idaho

MICROFILMED

INDEXED

FEE 6.00

DEPUTY
REQUEST OF
Alan C. Brumett

IDAHO
JEWELL COUNTY RECORDER

93 JUN 7 AM 8 44

FILED - RECORDED

GIFT DEED RESERVING LIFE ESTATE -

210480

RE ESTATE PURCHASE AND SALE AGREEMENT

(with Earnest Money Provision)

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING; IF ANY QUESTION, CONSULT YOUR ATTORNEY.

Crawford Cook and Brenda Caldwell Cook Husband & Wife
(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" located in
Owyhee County, Homedale, County of Idaho
State of Idaho, commonly known as
legally described as:

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

1. TOTAL PURCHASE PRICE IS Forty-one Thousand Five Hundred DOLLARS (\$41,500.00) payable as follows:

A. Earnest Money.
(a) Buyer hereby deposits and a receipt is hereby acknowledged of Two Thousand - Dollars (\$2,000.00)
evidenced by: ☐ Cash, ☒ Personal Check, ☐ Cashiers Check, ☐ Note Due, or \$1,999 to be paid 7-1-93
paid or delivered as earnest money in part payment of the purchase price for the premises.

(b) Earnest Money to be deposited in trust account upon acceptance by all parties.

(c) All Earnest Money shall be held by Clayton Brumett for the benefit of the parties hereto, and Clayton Brumett (Broker) shall hold the completely executed broker's copy of this agreement.

B. Balance of purchase price to be paid as follows: \$3000.00 Principal and Interest plus \$600.00 escrow deposit per month to be paid to Clayton Brumett for the benefit of Gregory & Jason Brumett until a total of \$9,000 principal and interest (plus the \$2,000 down payment) is paid for the benefit of Gregory & Jason Brumett (continue below)

2. Buyer's offer is made subject to the acceptance of Seller on or before 12:00 o'clock midnight of Clayton Brumett to pay property
If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are:
Taxes to be prorated to 7-1-93 for 1993.

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be The interest rate on the balance of the \$39,500.00 loan is 8.9% per year (1/2% per month) is the broker responsible for the closing
Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be on the unpaid balance.

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.

7. Seller shall deliver possession to Buyer on or before _____ and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of _____ except as follows:

Any disputes in this contract are to be resolved by Clayton Brumett, Broker at his sole discretion. Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

8. The parties agree that this agreement contains the following additional terms and conditions: The balance of the \$3000.00 per month principal and interest to be paid equally (\$1500.00 each) to Clayton and Clayton Brumett after the \$2,000 P.M. above is paid.

9. The following items of property now on the premises are specifically excluded from the sale: All furniture & sewing machine, Majestic Stove, (circa 1950) T.V. cabinet.
The following items of personal property are specifically included in the sale:

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Listing Agency: Buyers

Selling Agency: Sellers

BUYER
Crawford Cook 6-7-93
Brenda L. Cook 6-7-93

SELLER
Clayton Brumett
11514 Hickory Drive Boise ID 83704
Clayton Brumett 6/9/93

On this date, _____, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller, and the undersigned Seller further agrees to pay a commission of _____% of selling price or _____ DOLLARS (\$ _____) to the above named broker(s) for services.
I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.

SELLER
SELLER

Seller's Address
Seller's Phone

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this _____ day of _____, 19 _____.

BUYER
STATE OF IDAHO)
County of _____) ss

BUYER

On this _____ day of _____, 19 _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

BROKER'S COPY

Notary Public for Idaho

Residing at