

COPY

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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 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.

36-14898

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

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 Paul and Xenia Williams

My address is 98 No. 100 West, Jerome, Ida.

My phone number is: Work n/a Home 3247613

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

Janice and Noel Baker

I am the new claimant/purchaser of 36-14898 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.

(Signature of prior claimant/seller)

X Paul Williams
(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 Idaho

County of Twin Falls

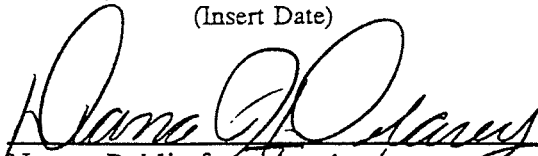
Paul Williams, being first duly sworn, upon oath, deposes and says:
(Insert name of party/claimant filing form)

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.


Signature of person filing form

By: _____
Attorney signing in representative capacity

Subscribed and sworn to before me on 4-8-94.
(Insert Date)


Notary Public for Idaho
Residing at: Twin Falls
My Commission expires: 6/24/98



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:

Location Unknown

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):

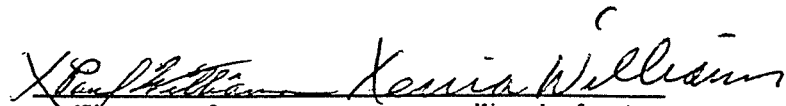
none

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


(Signature of person or attorney mailing the form)



NEW PROPERTY OWNER NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

RECEIVED

Please print or type

(see instructions on back of page)

JUN 08 1993

Department of Water Resources
Southern Region OfficeDATE OF CLOSING: May 27, 1993

LEGAL DESCRIPTION OF PROPERTY: Township 8S Range 16 E
 Section 13, NW 1/4 of NW 1/4 of 1/4 Govt. Lot , BM.
 Lot , Block , Subdivision/Townsite .
 If you have additional legal descriptions, please attach separate sheet.

- ☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)
- ☐ Water Right Number(s) 36-14898
Assigned by IDWR:
- ☐ Name and Address of Former Owner/Claimant(s)(Seller): Noel G. Baker and Janice M. Baker
Paul Williams and Xenia M. Williams
- ☐ New Owner/Claimant (Purchaser): 98 North 100 West
- ☐ New Mailing Address: Jerome, Idaho 83338 *per phone call Mr. Williams -6/24/93
- ☐ New Telephone Number: (208) 324-7613
- ☐ Does the change in ownership result in a splitting of the water right owned/claimed? yes x no
 If yes, then describe the portion of the water right that is now owned/claimed by the new owner:

- ☐ Attach proof of ownership, describe proof attached: Warranty Deed
 (proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

- ☐ Signature of New Owner/Claimant(s): Paul Williams Date 6-8-93
Xenia Williams Date 6/8/93
- ☐ Signature of Former Owner/Claimant(s): N/A Date
N/A Date

(Signature of former claimant(s) is not required if proof of ownership is attached.)

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date: 6/23/93 By: AC

Further Action Needed:

Further Action Taken

Date: By:

Final Review and Data-Entry

Date: 6/23/93 By: AC

Claim Numbers of Split, if any:

Original to be mailed to Idaho Department of Water Resources
 Copies to Former Owner and New Owner

AJ0749NP
No. 36-14898

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

DATE: 06/23/93
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	PAUL WILLIAMS	07/15/1976	DOMESTIC	01-01 12-31	0.04 CFS	
C	XENIA M WILLIAMS 98N 100W JEROME ID 83338 (208) 324-7613					
D	NOEL G BAKER 98 NORTH 100 WEST JEROME ID 83338				0.04 CFS	
D	JANICE M BAKER 98 NORTH 100 WEST JEROME ID 83338					
TOTAL DIVERSION:					0.04 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: BENEFICIAL USE

JEROME County

NENE

T08S R16E S13

Point(s) of Diversion:

Place of use Legal Description for: DOMESTIC

		NE		NW		SW		SE	
T	R	S	: Lt Ac	NENE NWNE SWNE SENE : Lt Ac	NENW NWNW SWNW SENW : Lt Ac	NWSW SWSW SWSW SWSW : Lt Ac	NWSE NWSE SWSE SESE : Lt Ac		
08S	16E	13	: D						

POU County: JEROME

Non-Irrigation Uses: DOMESTIC, 1 HOUSE

Other Rights: NONE

Remarks: PARCEL NO. RL08S16E133020

Dates: Exam Made Date:

Verified Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

Cassia Gooding Jerome Lincoln Minidoka

BURLEY
678-3524

DATE May 27 19 93

PRORATE DATE May 27, 1993

129,000 00

TOTALS:

Address:

(Seller)

CLOSING INSTRUCTIONS TO LAND TITLE AND ESCROW, INC.

Closing No. J-19903

Date May 27, 1993

We, the undersigned, hereby instruct LAND TITLE AND ESCROW, INC., hereinafter referred to as "Closing Agent", when in receipt of all documents and monies as set out herein, to close this transaction according to the following instructions and information: The parties have entered into an Agreement for the purchase and sale of subject property entitled REAL ESTATE PURCH & SALE AGREEMENT and dated April 22, 1993, hereinafter referred to as the Agreement. The closing agent is hereby instructed to close the transaction in accordance with the terms of the Agreement as well as these instructions. HOWEVER, in the event the terms of the Agreement and the terms of these instructions shall conflict, the terms of these instructions shall control.

PROPERTY: Pt. of NW1/4 Sec. 13, Tws. 8 S, Rq. 16, FMB Jerome County

BUYER: PAUL WILLIAMS and XENIA M. WILLIAMS, husband and wife

SELLER: NOEL G. BAKER and JANICE M. BAKER, husband and wife

TERMS:

Sale Price	<u>\$ 129,000.00</u>
Payable as follows:	
Earnest Money deposit	<u>\$ 4,000.00</u> held by <u>LANDMARK REALTY</u>
Down payment	<u>\$ 125,000.00</u>
Assumption of	<u>\$</u> approximate balance owing after the payment.
New Loan	<u>\$</u> from
Purchase Money Deed of Trust	<u>\$</u> from

(all assumption balances set out above shall be adjusted if necessary to the actual balances upon written verification from lender. If this transaction involves a new loan, these instructions must conform with the instructions from said lender.)

PRORATION DATE: May 27, 1993 CLOSING DATE: May 27, 1993 The closing agent is instructed to prorate all items to be prorated as of the proration date with the seller being responsible for all such items up to but not including the date of proration and the buyer being responsible for such items from and including the date of proration.

The property taxes for 1993 shall be prorated on the basis of 1992 tax assessed or, if the amount assessed is not known, taxes shall be prorated based on the estimate of \$ N/A. The parties hereto acknowledge that there may be a difference between the amount of taxes prorated and the actual tax assessment ultimately levied. The parties further acknowledge that under Idaho Code Sections 63-403, 63-2203, and Title 63, Chapter 39 "New and Additional Assessments", "Adjustments of Taxes by the Board of Commissioners", and "Tax on Newly Constructed and Occupied Residential and Commercial Structures", additional taxes may be levied. The parties hereto agree to hold the closing agent harmless for any proration difference or additional taxes and agree to promptly adjust any such difference between themselves. The closing agent shall not prorate any utility charges, unless specifically instructed to do so.

COSTS: The following items shall be paid by BUYER (B), SELLER (S), DIVIDED BETWEEN BUYER AND SELLER EVENLY UNLESS OTHERWISE STATED (D), or PAID OUTSIDE CLOSING (POC).

<u>S</u> Attorney's Fees	<u>S</u> Title Insurance, owners Policy	<u>Assumption Fee</u>
<u>D</u> Closing Fee	<u>Title Insurance, Loan Policy</u>	<u>Initial Escrow Fee</u>
		<u>Escrow Collection fee</u>

S Real Estate commission 6% (\$7,740.00) to LANDMARK REALTY
Real Estate commission % (\$) to

TITLE INSURANCE: Insurer COMMONWEALTH LAND TITLE order No. J-19903
S (X) std () Ext coverage owners policy Amt. \$ 129,000.00
() std () Ext coverage loan policy Amt. \$

HAZARD INSURANCE:
Assume existing obtain new X None Required

When the closing agent has received all properly executed documents and all funds necessary for the completion of this transaction and the title insurer is in a position to issue the type of policy(n) set out above, subject only to the General Exceptions on Schedule B-section I and Special Exceptions No.'s 1,2,3,4 as set out in their commitment dated May 7, 1993, and any documents recorded in connection with this transaction, the closing agent is hereby authorized and instructed to record or file all necessary documents and disburse funds deposited in accordance with the amounts shown on the closing statement. Minor adjustments may be made for additional interest due to delay in disbursing or other minor items beyond the control of the closing agent, for which the respective party shall be given an accounting.

In the event this transaction does not close for any reason, the closing agent shall be entitled to reimbursement for any and all cost expended by it and shall be further entitled to an escrow cancellation fee and the parties hereto agree to be jointly and severally liable for same. Further, any earnest money deposited with the closing agent shall be refunded only upon written instructions from the parties hereto, EXCEPT that, in the event the earnest money has been deposited by the broker, the closing agent is hereby authorized to refund same to the broker's trust account for his disposition to the parties and in the event the closing agent has incurred expenses in connection herewith, the closing agent shall be entitled to retain so much of the earnest money as it is entitled to hereunder for the reimbursement of said expenses.

The closing agent shall have no responsibility for compliance with any truth-in-lending, usury or consumer protection laws of the United States or The State of Idaho, nor any governmental regulations including but not limited to zoning or subdivision ordinances.

The closing agent is directed to comply with the instructions contained in these instructions and the parties hereto agree to indemnify and hold harmless the closing agent from any and all actions or losses related hereto other than failure to comply herewith, including but not limited to any attorney's fees or costs incurred by the closing agent in defending itself in any such action.

BY THEIR EXECUTION OF THESE INSTRUCTIONS, THE BUYER AND SELLER ACKNOWLEDGE THE FOLLOWING:

- 1) The closing agent is not acting as a representative of either party,
- 2) The documents prepared in connection with this transaction will affect the legal rights of the parties, and the parties rights or interests in these documents may differ,
- 3) Any documents typed by the closing agent have been done so at our direction or the direction of our counsel,
- 4) The closing agent is not licensed to practice law and no legal advice, advice as to the content of the documents, nor advice as to the merits of the transaction has been offered by the closing agent,
- 5) Copies of the Subdivision Plat and Restrictive Covenants where applicable,
- 6) THE CLOSING AGENT HAS ADVISED THE PARTIES HERETO TO SEEK THE ADVICE OF INDEPENDENT COUNSEL IF ANY PART OF THIS TRANSACTION IS NOT FULLY UNDERSTOOD,
- 7) There is currently pending in the District Court, Fifth Judicial District, State of Idaho in and for the county of Twin Falls in Civil Case No. 39576 (the general adjudication of rights to the use of water from the Snake River Basin water system.) The parties may have claims to water rights that are affected in this case. The parties need to make an independent investigation of the claims, because they are matters outside the closing and for which Land Title and Escrow, Inc. is unable to perform services in regards to the water claims.
- 8) Land Title and Escrow, Inc. shall not be responsible for any penalties, or loss of principal or interest or any delays in the withdrawal of the funds which may be imposed by the Depository as a result of the making or redeeming of the investment pursuant to our instructions, nor shall Land Title and Escrow, Inc. be liable for any loss or impairment of funds while those funds are on deposit in a financial institution if such loss or impairment results from the failure, insolvency or suspension of financial institution.

ADDITIONAL INSTRUCTIONS:

BUYER:

Paul Williams
Paul Williams
Xenia M. Williams
Xenia M. Williams
LAND TITLE AND ESCROW, INC.

SELLER:

Noel G. Baker
Noel G. Baker
Janice M. Baker
Janice M. Baker

BY:

Rick Barnson
Rick Barnson

JEROME COUNTY

APPLICATION FOR HOMEOWNER'S EXEMPTION
FOR YEAR 1994

APPLICATION FOR THIS EXEMPTION MUST BE MADE
ON OR BEFORE APRIL 15 OF THE YEAR EXEMPTION IS
BEING CLAIMED FOR.

PARCEL NUMBER RF08S161133020 CODE AREA _____

THIS RESIDENCE IS A:

☒ SINGLE FAMILY DWELLING _____ MOBILE HOME
☐ MULTI-FAMILY DWELLING _____ APARTMENT OR CONDOMINIUM
☐ COMMERCIAL IMPROVEMENT W/LIVING QUARTERS

I AM THE OWNER OR AM PURCHASING AND OCCUPY AS MY PRIMARY DWELLING
(AS OF JANUARY 1 OF THE YEAR CLAIMING THIS EXEMPTION) THE
RESIDENTIAL IMPROVEMENT OR MOBILE HOME ON THE LAND HEREIN
DESCRIBED.

I HAVE NOT MADE APPLICATION IN ANY OTHER COUNTY FOR THIS EXEMPTION
AND HAVE NOT MADE APPLICATION ON ANY OTHER RESIDENTIAL IMPROVEMENT
IN THIS COUNTY (FOR THE YEAR YEAR CLAIMING THIS EXEMPTION).

UNDER PENALTY OF PERJURY, I CERTIFY, THE INFORMATION THAT I HAVE
PROVIDED HEREIN IS TRUE AND CORRECT AND COMPLETE.

OWNER (SIGNED) Paul Williams Paul Williams DATE APR 27 1993
OWNER (PLEASE PRINT NAME) PAUL WILLIAMS and MELBA M. WILLIAMS
ADDRESS OF RESIDENCE 99 N 5TH 100 W ST

PREVIOUS ADDRESS _____ N7A

PHONE NUMBER (OPTIONAL) 324 - 7613

PARCEL NUMBER _____

LEGAL DESCRIPTION: Pt. of NW 1/4 Sec. 13, Twp. 8 S, Rge. 16, EBM
Jerome County

RECEIVED BY _____
COPY TO OWNER _____

DATE _____
DATE _____

4/10/94

To whom it may concern;

Neither me or my husband know
the current address of Noel & Janice
Baker, the former owners of our
property. We have no way to contact
them.

Xenia Williams
98 N 100 W
Jerome, Idaho