

36-2665
r - 10592

9-29

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,

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 JACK L. WIGGS and KATHLEEN E. WIGGS

My address is 2779 SOUTH 1500 EAST, WENDELL, IDAHO 83355

My phone number is: Work 536-6722 Home 536-6329

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

BOYD L. HARMS
ROUTE 1 BOX 177A
2871-A SOUTH 1500 EAST
WENDELL, IDAHO 83355

I am the new claimant/purchaser of 36-02665 and 36-10592 *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.

Unrecorded Contract of Sale

Recorded Memorandum of Contract of Sale

Boyd L. Harms
(Signature of prior claimant/seller)
Boyd L. Harms

Jack L. Wiggs Kathleene E. Wiggs
(Signature of new claimant/purchaser)
Jack L. Wiggs Kathleene E. Wiggs

☐ **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 GOODING

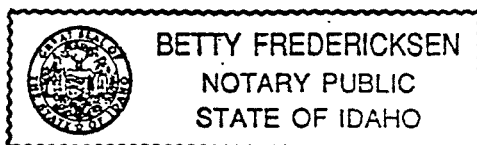
JACK L. WIGGS & KATHLEEN E. WIGGS, being first duly sworn, upon oath, deposes and says:
(Insert name of party/claimant filing form)

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.

Jack L. Wiggs *Kathleen E. Wiggs*
Signature of person filing form
JACK L. WIGGS KATHLEEN E. WIGGS

By: _____
Attorney signing in representative capacity

Subscribed and sworn to before me on SEPTEMBER 1, 1995
(Insert Date)



Gooding County, Idaho
Commission Expires 3-29-2000

Betty L. Fredericksen
Notary Public for STATE OF IDAHO
Residing at: GOODING IDAHO
My Commission expires: 3-29-2000

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 SEPTEMBER 1, 1995, 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:

BOYD L. HARMS
ROUTE 1 BOX 177A
2871-A South 1500 East
Wendell, Idaho 83355

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):

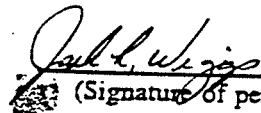
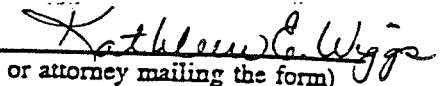
SAME AS ABOVE

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)
JACK L. WIGGS KATHLEEN E. WIGGS

CONTRACT OF SALE

THIS AGREEMENT is made and entered into as of the 1st day of ^{new} ~~August~~ ^{Sept} ~~1995~~, by and between **BOYD LEMOINE HARMS** and **PAMELA ALLYN HARMS**, husband and wife, hereinafter referred to as "Vendor" and **JACK L. WIGGS** and **KATHLEEN E. WIGGS**, husband and wife, hereinafter referred to as "Purchaser". The terms Vendor and Purchaser are used herein without regard to the number or gender of the persons constituting such parties. If Vendor and/or Purchaser consists of two or more persons, including but not limited to individuals, corporations, partnerships, associations or other entities, such persons shall be jointly and severally liable hereunder. Furthermore, whenever any other neuter or singular terms are used herein, such term shall be construed to include the masculine or feminine gender or the plural, and shall include any party, whether male or female.

LEGAL DESCRIPTION

For and in consideration of the payments to be made and the covenants to be performed by the Purchaser as hereinafter set forth, the Vendor does hereby contract and agree to sell and convey unto the Purchaser:

- 1) All of the following described real property situated in the County of Gooding, State of Idaho, as described on Exhibit "A" attached hereto and incorporated by this reference;
- 2) Water rights as evidenced by the transfer of 0.08 cfs from underground water license 36-02665.

PURCHASE PRICE

In consideration of the foregoing covenants and agreements to sell, the Purchaser contracts and agrees to purchase all of the above described property and to pay therefore the sum of **FIFTY-TWO THOUSAND DOLLARS (\$52,000.00)** in the manner following, to-wit:

1. The sum of \$200.00 earnest money, receipt of which is hereby acknowledged.
2. The sum of \$5,000.00 coincident with the execution of this Contract.
3. The deferred balance of \$46,800.00 shall bear interest at the rate of eight and one-fourth percent (8¼%) per annum from September 1, 1995, and shall be paid in the following manner:
 - a) Monthly payments of \$398.77 shall be made the 1st day of each month, with the first payment due and payable on October 1, 1995. Interest shall first be deducted and the balance applied to principal on the payments made by this subparagraph.
 - b) The entire remaining balance of principal and interest shall be paid on August 1, 2005.

MEMORANDUM OF CONTRACT OF SALE

VENDOR: BOYD LEMOINE HARMS and PAMELA ALLYN HARMS

162549

VENDEES: JACK L. WIGGS and KATHLEEN E. WIGGS

STATE OF IDAHO COUNTY OF GOODING

DATE OF CONTRACT: ^{REV} SEPTEMBER 1st, 1995 *gls BSH POW*

Filed for record at the request of *Smart*
45 min. past *1* o'clock *P* m. this *1*
of *September*, 19 *95* *\$6.00*

LEGAL DESCRIPTION OF PROPERTY:

by *Chrise M. Lee* Dept

STATE OF IDAHO, COUNTY OF GOODING
TOWNSHIP 7 SOUTH, RANGE 14 EAST, BOISE MERIDIAN

Section 22: Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ described as follows:
Beginning at the Southeast corner of Section 22;
thence North 0° 09' 23" West 535.60 feet along the Easterly boundary of
Section 22 to the True Point of Beginning;
thence North 0° 09' 23" West 756.58 feet along said Easterly boundary to a
point which bears South 0° 09' 23" East 30.00 feet from the Northeast corner of
the SE $\frac{1}{4}$ SE $\frac{1}{4}$;
thence South 89° 31' 10" West 725.76 feet;
thence South 0° 09' 06" East 70.64 feet to a point on a non-tangent curve right;
thence 705.50 feet Southeasterly along the arc of said curve having a
radius of 1365.00 feet and a chord of South 49° 40' 46" East 697.69 feet;
thence South 36° 46' 07" East 285.21 feet;
thence North 89° 50' 37" East 25.00 feet to the True Point of Beginning.

Parcel is subject to a 25.00 feet, in width, County road Right-of-Way along the Easterly boundary.

NOTICE IS HEREBY GIVEN that the above named Vendor has entered into a Contract of Sale wherein the above named Vendees agreed to buy, and the Vendor agreed to sell, the real property above described.

Pursuant to the terms of said contract, title has been reserved in the Vendor until the Vendees fully perform the contract, and a Warranty Deed has been placed in escrow for delivery to the Vendees upon completion of such performance. The recording of said Warranty Deed at a future

date shall be conclusive proof, as against the Vendor, and Vendor's heirs, personal representatives, successors and assigns, the Vendees have fully and completely performed all of the terms of said Contract of Sale and that Vendor has no further right, title or interest in and to the real property above described.

SEPTEMBER
DATED: August 1st 1995. *JK*
KEW

JACK L. WIGGS

Kathleen E. Wiggs
VENDORS KATHLEEN E. WIGGS

Boyd Lemoine Harms
BOYD LEMOINE HARMS

Pamela Allyn Harms
VENDEES PAMELA ALLYN HARMS

STATE OF IDAHO)
County of Gooding)ss.

On this 1st day of SEPTEMBER, 1995, before me a Notary Public in and for said State, personally appeared Jack L. Wiggs and Kathleen E. Wiggs, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



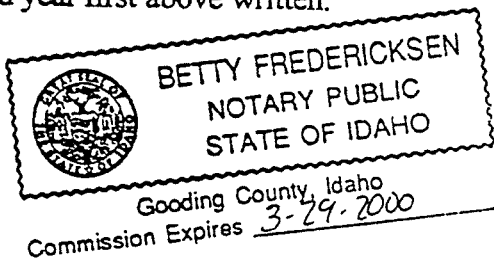
Betty Frederickson
Notary Public for Idaho
RESIDING IN: GOODING, IDAHO

Gooding County, Idaho
Commission Expires 3-29-7000

STATE OF IDAHO)
)ss.
County of Gooding)

On this 15th day of SEPTEMBER, 1995, before me a Notary Public in and for said State, personally appeared Boyd Lemoine Harms and Pamela Allyn Harms, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Betty Fredericks
Notary Public for Idaho
RESIDING IN: GOODING, IDAHO

Notary Public for Idaho
RESIDING IN: GOODING, IDAHO