

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 PALOUSE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 59576

Claim ID: 87-11343Date Received: 7-22-19Receipt No: N035242Claim Fee: 25 By: Ja

RECEIVED

JUL 22 2019

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

IDWR (NOR-1)
Please type or print clearly

- Name of claimant(s) Francis L. Bowles Phone (208) 882-1607
Mailing address 1161 Flannigan Creek Rd. Viola Idaho Zip 83872
Street or Box City State
Email address (optional) _____
- ☒ Date of priority: (Only one per claim) 08/28/1976 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)
- Source of water supply (Check one) Ground Water () or Other () (a) _____
which is tributary to (b) _____
- Location of point of diversion is: Township 41N, Range 05W, Section 34,
NE 1/4 of NE 1/4, or Govt. Lot _____ BM, County of Latah County;
Parcel no. RP41N05W340164A
Additional points of diversion, if any: _____
If available, GPS coordinates: _____
- Description of diverting works (wells, pumps, spring boxes, pipelines, 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 piped to home
- Water is claimed for the following: (limited to domestic and/or stockwater uses - see page 1 of the instructions)
For domestic purposes from Jan 1 to Dec 31 amount .04 cfs () or AFY ()
For stock water purposes from Jan 1 to Dec 31 amount .02 cfs () or AFY ()
- Total quantity claimed .04 cfs () or AFY ()
- Non-irrigation uses. Describe fully. (Domestic: give number of homes; Stockwater: list number and kind)
domestic one home stock 3 goats

9. Location of place of use is: Township _____, Range _____, Section _____,
_____ 1/4 of _____ 1/4, Govt. Lot _____ BM, Parcel no. Same

If different than shown in Item 4

for (check one) Domestic () Stock () Domestic and Stock (X)

Additional places of use, if any _____

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

11. Do you own the property listed above as place of use? Yes (X) No ()

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

12. Describe any other water rights used at the same place and for the same purposes as described above.

_____ or None ()

*13. Remarks (include an explanation of the priority date selected):

Well already working on land when mobile home
setup

14. Basis of claim (check one) Beneficial Use (X) Posted Notice () License () Permit () Decree ()

Court _____ Decree Date _____ Plaintiff v. Defendant _____

If applicable provide IDWR Water Right Number _____

15. **Signature(s)**

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notices in the Palouse River Basin Water System 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 under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s) Francis L. Bowles Date: 6-12-2019

Date: _____

For Organizations: I do solemnly swear or affirm under penalty of perjury that I am, and that I have signed the foregoing document in the space below as the

Agent's title (Please print) of _____
Name of organization (Please print)

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

Signature of Authorized Agent _____ Date _____

Printed Name of Authorized Agent _____

16. **Notice of Appearance:**

Notice is hereby given that I, (please print) _____, will be acting as attorney at law of behalf on the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____ Date _____

Address _____

Name of claimant(s) _____ Claim ID _____

This Contract, made

August

1976, between

BUYER

SELLER

Name	Robert H. Bowles	SS #	519-46-0522
Name	Francis L. Bowles	SS #	519-52-2993
Street	Rt 1	City	Viola
State	Idaho	Zip	83843
Area Code		Phone	

AND

Name	Western Home Center Inc.		
Street	P.O. Box 8656		
City	Moscow	State	Idaho
Zip	83843		

Buyer, having been quoted the cash price and the deferred payment price and electing to pay the deferred payment price, agrees to buy and Seller agrees to sell, subject to the terms hereinafter set forth, the following described mobile home and accessories, furnishings and equipment:

New/Used	Year	Manufacturer	Make or Trade Name	Model & Color	Length/Width	Serial Number
New	1976	Champion	Concord	Conestoga	80x24	298-747-S3669
Refrigerator #	yes	Stove #	yes	Washer #		Dryer #
Air Conditioner #		Other (Describe)	Furniture Pkg.			

No representation, promise or warranty, express or implied, has been made with respect to the merchantability, suitability or fitness for purpose of the Collateral, or otherwise unless the same is endorsed hereon in writing or is contained in a separate written instrument signed by the original Seller.

Security Interest: Buyer agrees to pay the "Total of Payments" to Seller, its successors and assigns, and to secure such payment grants to Seller a security interest in the mobile home, all accessories, furnishings, tools, parts and equipment now or hereafter acquired, attached to, installed in or used in connection therewith and all insurance policies thereon and proceeds thereof ("Collateral").

Address Where Mobile Home Will be Located:	No.	Street	City	County	State
		Customer owned property, 5 miles N.E. of Viola,	Latah,	Idaho	
Address of Buyer After Receipt of Possession of Collateral:	No.	Street	City	County	State
		Same as Above			

DETAILS OF TRANSACTION

- (1) Cash Price (including sales taxes of \$ 239.25) \$14,514.25(1)
- (2) Down Payment:
Cash Down Payment \$ 1600.00
Trade-in: None
Make Year Model
Gross \$
Less lien \$
Net equity \$
Total Down Payment (cash plus equity) \$ 1,600.00(2)
- (3) Unpaid Balance of Cash Price (Difference between Items 1 & 2) \$12,914.25(3)
- (4) Other Charges 36 month homeowners
(a) Liability/Physical Damage Insurance \$ 386.00
(b) Credit Life Insurance \$ 757.63
(c) Credit Accident & Health Insurance \$
(d) Official Fees \$ 5.00
(e) License, Title & Registration Fees \$
Total Other Charges \$ 1,148.63(4)
- (5) Unpaid Balance—Amount Financed (Sum of Items 3&4) .. \$14,062.88(5)
- (6) FINANCE CHARGE \$4,765.92(6)
- (7) ANNUAL PERCENTAGE RATE 13.79 % (7)
- (8) Total of Payments (Sum of Items 5 & 6) \$28,828.80(8)
- (9) Deferred Payment Price (Sums of Items 1, 4 and 6) \$30,428.80(9)

Date Finance Charge begins to accrue, if different from date of this agreement:

19

(If a date is inserted, the collateral has not been delivered herewith and delivery is anticipated on or about said date).

INSURANCE

You have the right to choose the person through whom the Physical Damage Insurance required under the contract is to be obtained or the insurance protecting against liability arising out of the ownership or use of the property.

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS OTHERWISE CHECKED.

A. Liability/Physical Damage Insurance

☐ If Buyer has existing coverage, furnish the following information.

Name of Insurer	Name of Agent
Phone No. of Agent ()	Area Code

☒ Buyer requests Seller to purchase insurance for the benefit of Buyer which insurance covers: American Bankers Insurance

☒ Physical damage to the collateral

Amount of Coverage \$ _____

Term 36 Mos.

Deductible \$ _____

☒ Liability for injury to persons

Amount of Coverage \$ _____

Term 36 mos.

☒ Damage to property of others

Amount of Coverage \$ _____

Term 36 mos.

(Insert opposite (4) (a)) Total Premium \$ 386.00

B. Credit Insurance

You are not required to obtain Credit Life Insurance or Credit Accident and Health Insurance and such is not a factor in the Seller's approval of this credit.

I hereby give my specific affirmative indication of my desire to purchase:

☒ Credit Life Insurance on my life for a term of 120 months with an original amount of coverage of \$ 13,062.00 at a cost of \$ 757.63 (Insert opposite 4b)

☐ Credit Accident and Health Insurance for a term of _____ months with a _____ day waiting period at a cost of \$ _____ and with a monthly benefit amount of \$ _____ (Insert opposite 4c)

Buyer

Robert H. Bowles

August 28, 1976

337

6/12/19

PM0100 - PARCEL MASTER INQUIRY

11:08:15

PARCEL: MH 41N05W340154 A

F4=MH
F16=XP

F14=HO

BOWLES, FRANCIS L

LEGAL DESCRIPTION CB
1976 CONCORD 56 X 24
SER #296747S3669
TI # A773141 +

1161 FLANNIGAN CREEK RD

CODE AREA 45-0000 OWNER CD
PARC TYPE LOC CODE 2810
EFFDATE 5041994 EXPDATE
PREV PARCEL MH41N05W340003T

VIOLA ID 83872
1161 FLANNIGAN CRK RD 83872

CAT/ST#	RY	QUANTITY	UN	VALUE	HO	MRKT	HO	EXMP	CB	MRKT	OTHER
46	1	2017		5000		5000		2500		5000	
47	1	2017		1750		1750		875		1750	

TOTALS

6750 6750 3375 6750

ENTER NEXT PARCEL NUMBER RP A

FKeys: F2=TX F3=Exit F5=SS F6=NM F7=LG
F8=CT F13=TM F18=HS F20=SrcH F22=EU