

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: 87-11329

Date Received: 7-22-2019

Receipt No: N035232

Claim Fee: 25.00 By: [Signature]

RECEIVED

JUL 22 2019

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

IDWR / NORTH

Please type or print clearly

1. Name of claimant(s) John & Lydia Brown Phone (509) 595-1666
Mailing address 1144 Wallen Rd, Moscow, ID Zip 83843
Street or Box City State
Email address (optional) lydiabrown@moscow.com
2. Date of priority: (Only one per claim) May 15, 2000 (Explain priority date selected in Remarks)
Month/Day/Year (YYYY)
3. Source of water supply (Check one) Ground Water (✓) or Other () (a) _____
which is tributary to (b) _____
4. a. Location of point of diversion is: Township 39N, Range 05W, Section 01,
SE 1/4 of SE 1/4, Govt. Lot _____, BM, County of Latah
Parcel no. 39N05W019500
Additional points of diversion, if any: _____
If available, GPS Coordinates _____
- b. If instream flow, beginning point of claimed instream flow is:
Township _____, Range _____, Section _____, _____ 1/4 of _____ 1/4,
Govt. Lot _____, BM, County of _____
Ending point is: Township _____, Range _____, Section _____, _____ 1/4 of _____ 1/4,
Govt. Lot _____, BM, County of _____
5. Description of existing diversion works (dams, reservoirs, ditches, wells, pumps, pipelines, headgates, 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.
two wells, one 6", one 8" diameter; one well
supplements the other

6. Water is claimed for the following purposes:

(dates are inclusive MM-DD) (cfs) (acre-feet)
 For domestic use purposes from 1-1 to 12-31 amount 0.04 or _____
 For _____ purposes from _____ to _____ amount _____ or _____
 For _____ purposes from _____ to _____ amount _____ or _____
 For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.04 (cfs) and/or (b) _____ (acre-feet)

8. Non-irrigation uses; describe fully (e.g., Domestic: Give number of households served; Stockwater: Type and number of livestock, etc.) domestic, 1 household

9. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
 b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
39N	05W	12	D																

Parcel no(s) 39N05W120012 Total number of acres irrigated 1/2

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

11. Do you own the property listed above as place of use? Yes (✓) No ()
 If your 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):

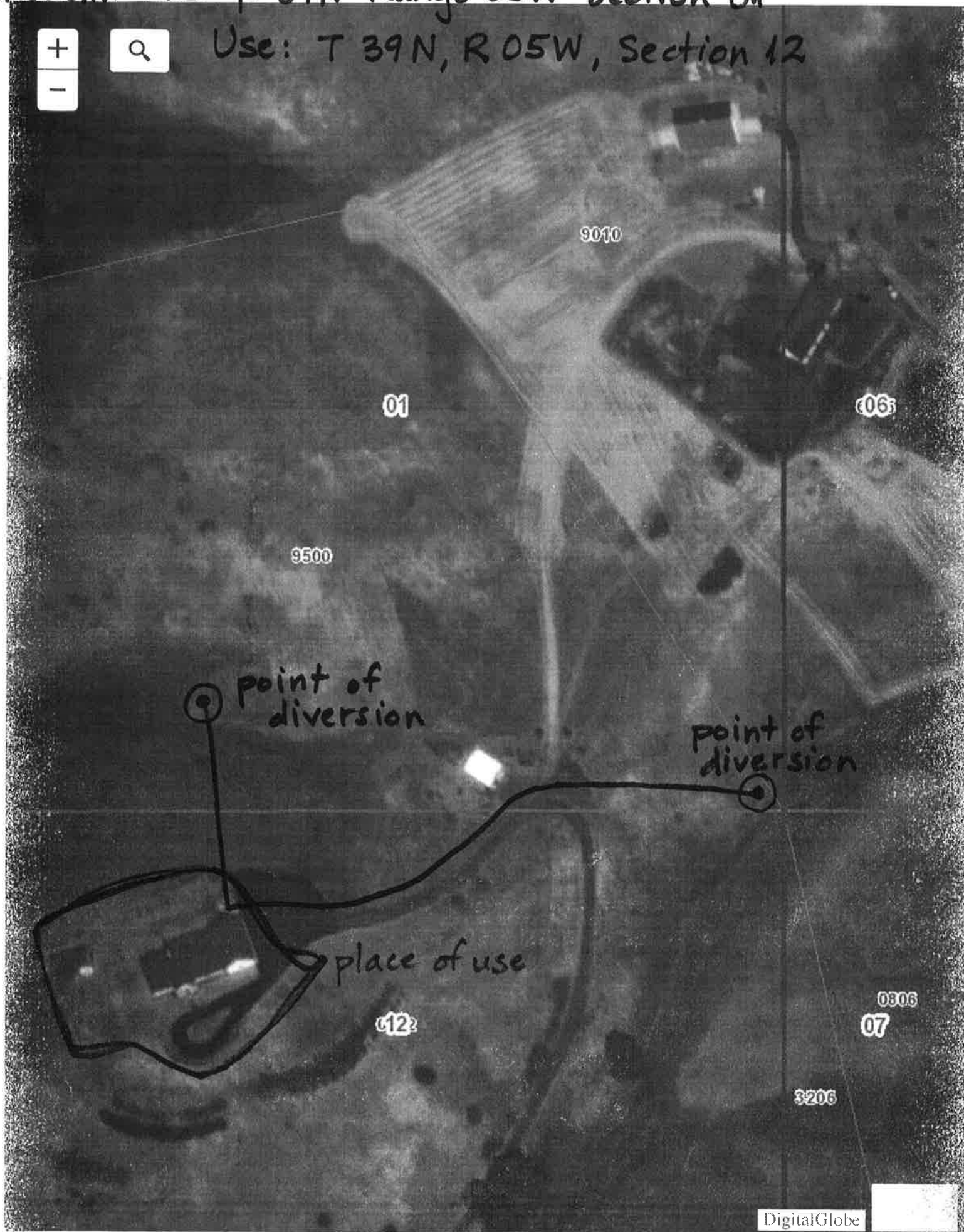
Approximate (to the best of my knowledge) date house
was occupied and wells placed in service

Name of claimant(s) Brown, John & Lydia Claim ID _____

Diversion: Township 39N Range 05W Section 01



Use: T 39N, R 05W, Section 12



Brown, John & Lydia

14. Basis of claim (Check one) Beneficial Use (☒) 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) JB.B. Date: July 19, 2019

Lydia B. Brown Date: July 19, 2019

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

_____ of _____
Agent's title (Please print) 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 on behalf of 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) Brown, John & Lydia Claim ID _____

PURCHASE AND SALE AGREEMENT

GLORIA C. BRIX, a single person, of 1200 Keith Drive, Cary, North Carolina, 27511, as Seller, and **JOHN BARCLAY BROWN, III, and LYDIA BALDWIN BROWN**, Husband and Wife, of 1144 Wallen Road, Moscow, Idaho, 83843, as Buyers, hereby agree that the Seller shall sell and the Buyers shall buy the following described property UPON THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, within this contract.

1. LEGAL DESCRIPTION of real estate located outside of Moscow, in Latah County, State of Idaho:

A parcel of land located in the NE1/4NE1/4 of Section 12; and the SE1/4SE1/4 of Section 1; Township 39 North, Range 5 W.B.M. and Government Lot 1, Section 7, Township 39 North, Range 4 W.B.M., and being more particularly described as follows:

Beginning at the Southwest corner of said SE1/4SE1/4 Section 1 and the TRUE POINT OF BEGINNING; thence N. $1^{\circ} 16' 34''$ W. 663.67 feet along the West line of said SE1/4SE1/4; thence S. $77^{\circ} 08' 28''$ E. 487.25 feet; thence N. $75^{\circ} 34' 33''$ E. 449.13 feet; thence S. $34^{\circ} 28' 21''$ E. 707.34 feet to the Southeast corner of said SE1/4SE1/2 Section 1; thence S. $13^{\circ} 14' 48''$ E. 688.81 feet to a point on the centerline of the existing county road; thence along the centerline of the county road the following courses: S. $77^{\circ} 08' 42''$ W. 804.18 feet; Westerly, 371.88 feet along a curve to the life (Delta = $25^{\circ} 21' 56''$. Radius = 840 feet, Tangent + 189.04 feet, Chord Bearing S. $64^{\circ} 27' 44''$ W/ 368.85 feet); thence S. $51^{\circ} 46' 46''$ W. 139.27 feet; Westerly, 181.14 feet along a curve to the right (Delta = $9^{\circ} 53' 04''$, Radius = 1050 feet, Tangent = 90.80 feet, Chord Bearing S. $56^{\circ} 43' 18''$ W. 180.92 feet); thence S. $63^{\circ} 48' 44''$ W. 74.9 feet to the Southeast corner of Smith Addition to Latah County, Idaho; thence leaving said county road centerline N. $0^{\circ} 01' 04''$ W. 1133.06 feet along the East line of said Smith Addition; thence N. $12^{\circ} 53' 49''$

W. 41.12 feet to the TRUE POINT OF BEGINNING.

A.K.A. Latah County Parcel No.: RP39N05W1200012 A
together with their appurtenances.

SUBJECT to any other easements and covenants of record.

2. PURCHASE PRICE: Four Hundred Eighty Thousand Dollars (\$480,000.00).

Method of payments:

- (a) Payments on a ten (10) year contract with interest accruing at 1% annually.
- (b) Payments are to be made directly to Gloria Brix at 1200 Keith Drive, Cary, NC 27511.
- (c) No penalty for early payments.

3. ANNUAL GIFT: Seller states that pursuant to 26 U.S. Code § 2503, she will gift to the Buyers annually debt forgiveness of \$15,000.00 each for the annual sum of \$30,000.

The sums shall apply to payments on the total purchase price.

4. PRORATIONS: Taxes, insurance, and any other expenses of said property shall be prorated as of the date of recording the quitclaim deed.

5. RESTRICTIONS, EASEMENTS, LIMITATIONS: Buyers shall take title subject to:(a)

Zoning, restrictions, prohibitions and requirements imposed by governmental authority,

(b) Restrictions and matters appearing on the plat or common to the subdivision, (c) Public utility easements of record, provided said easements are located on the side or rear lines of the property, (d) Taxes for year of closing, assumed mortgages, and purchase money mortgages, if any.

Sellers warrant that there shall be no violations of building or zoning codes at the time of closing.

6. EXPENSES: The cost of recording the deed and purchase and sales agreement shall bepaid by the Buyers.

7. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions inserted in this form shall control all printed provisions in conflict therewith.

8. OTHER AGREEMENTS: No agreements or representations, unless incorporated in this contract shall be binding upon any of the parties.

Buyers:


John B. Brown

6-20-19
Date


Lydia B. Brown

6-20-19
Date

Witness:

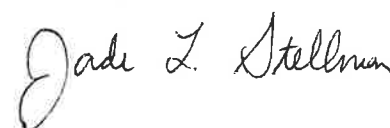


6/20/19

Printed Name:

Jade Stillman

Witness:



6/20/19

Printed Name:

Jade Stillman

Seller:

Gloria C. Brix

Gloria C. Brix

Date *6/28/19*

Witness:

Q. VandenBerg

Printed Name:

Quentin VandenBerg