

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.

CIVIL CASE NUMBER: 39576

Ident. Number: A74-00722
Date Received: / /
Receipt No: X999999
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: JAMES L. PARKS 208-756-2377
Address: RT. 1 BOX 22-C
SALMON ID 83467

2. Date of Priority: MAY 19, 1916

3. Source: BOHANNON CREEK Trib. to: LEMHI RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
21N	23E	15	SE	SE			LEMHI

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.110		

7. Total Quantity Appropriated is:
0.110 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
21N	23E	22	NW	SW		IRR	5.0

Section Acres 5.0

Total Acres

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11. Place of use in counties: LEMHI

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

14. Remarks:

AC. IRR.=5.4.

15. Basis of Claim: DECREED

Case Number:

Court :

Decree date: / /

Decree Plaintiff

vs

Decree Defendant

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin 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 that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

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.

CIVIL CASE NUMBER: 39576

Ident. Number: A74-00722

Date Received: 4-25-90.

Receipt No: X999999

Received By: EWC

Date entered: 4/25/90.

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: WILLIAM B. SWAHLEN
Address: RT. 1
SALMON, ID 83467

Name: MARIAN H. SWAHLEN
Address: RT. 1
SALMON, ID 83467

2. Date of Priority: MAY 19, 1916

3. Source: BOHANNON CREEK Trib. to: LEMHI RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
21N	23E	15	SE	SE	SE		LEMHI

5. Description of diverting works:

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	03/15	11/15	0.110		

7. Total Quantity Appropriated is:
0.110 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

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Date: 04/05/90

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10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
21N	23E	22	NW SW		IRR	5.0
Section Acres						5.0
Total Acres						5.0

11. Place of use in counties: LEMHI

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

14. Remarks:
AC. IRR.=5.4.

15. Basis of Claim: DECREED
Case Number:
Court :
Decree date:

Decree Plaintiff

vs

Decree Defendant

16. SIGNATURE(S)

(A.) BY SIGNING BELOW, I/WE ACKNOWLEDGE THAT I/WE HAVE RECEIVED, READ AND UNDERSTAND THE FORM ENTITLED "HOW YOU WILL RECEIVE NOTICE IN THE SNAKE RIVER BASIN ADJUDICATION." (B.) I/WE DO ____ DO NOT X 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 THAT THE STATEMENTS CONTAINED IN THE FOREGOING DOCUMENT ARE TRUE AND CORRECT.

SIGNATURE OF CLAIMANT(S): _____ DATE: _____

DATE: _____

FOR ORGANIZATIONS:

DO SOLEMNLY SWEAR OR AFFIRM THAT I AM managing partner OF Suaklen Ranch TITLE managing partner OF Suaklen Ranch ORGANIZATION, THAT I HAVE SIGNED THE FOREGOING DOCUMENT IN THE SPACE BELOW AS managing partner OF Suaklen Ranch TITLE managing partner OF Suaklen Ranch ORGANIZATION AND THAT THE STATEMENTS CONTAINED IN THE FOREGOING DOCUMENT ARE TRUE AND CORRECT.

W.B. Suaklen
SIGNATURE OF AUTHORIZED AGENT
managing partner
TITLE AND ORGANIZATION
4/25/90
DATE

STATE OF IDAHO)
COUNTY OF Latah) SS.

SUBSCRIBED AND SWORN (OR AFFIRMED) BEFORE ME THIS 25 DAY
OF April 19 90
Ernest Carlson
NOTARY PUBLIC

SEAL

RESIDING AT State Falls, ID

PAGE 3 MY COMMISSION EXPIRES 6-14-1994
DATE: 02/08/96 MICROFILMED 972

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CHANGE IN OWNERSHIP OF NOTICE OF CLAIM

- [] Water Right Number(s): A74-00722
- [] Name and Address of
Former Claimant: SWAHLEN, WILLIAM B.
RT. 1, Box 22, SALMON, ID 83467
- [] New Claimant(s): PARKS, JAMES L.
- [] New Mailing Address: RT 1, Box 22-C, SALMON ID. 83467

New Telephone Number: (208) 756-2377

- [] Does the change in ownership result in a splitting of the
water right claimed? yes X no

If yes, then describe the portion of the water right that is
now claimed by the new owner:

- [] Attach proof of ownership
Describe proof attached: WARRANTY DEED

[] Signature of New Claimant(s): James L. Parks

Date: 4/26/1990

FOR IDWR USE ONLY:

Initial Review and Data-Entry

Date:

By:

Further Action Needed:

Further Action Taken

Date:

By:

Final Review and Data-Entry

Date:

By:

Claim Numbers of Split, if any:

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EXHIBIT "A" TO DEED OF TRUST

A parcel of land located in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 22, T. 21 N., R. 23 E., B.M., Lemhi County, Idaho, more particularly described as follows:

Commencing at the West Quarter Corner of said Section 22 and being the REAL POINT OF BEGINNING, a distance of 545.95 feet on a bearing of N. 89°47'58" E. to a point on the Westerly side of a county road;

Thence the following courses and distances along the Westerly right-of-way of said county road:

S. 27°13'38" W. 225.82 feet; a distance of 92.22 feet along a curve concave to the Northwest having a radial of N. 62°46'22" W. 575.00 feet and a central angle of 9°11'22"; S. 36°24'59" W., 26.83 feet; a distance of 145.75 feet along a curve concave to the Southeast having a radial of S. 53°35'01" E., 675.00 feet and a central angle of 12°22'18"; S. 24°02'41" W., 219.12 feet; a distance of 120.50 feet along a curve concave to the Northwest having a radial of N. 65°57'19" W., 325.00 feet and a central angle of 21°14'40"; S. 45°17'21" W., 217.75 feet;

Thence N. 0°28'37" E., 876.31 feet along the section line to the REAL POINT OF BEGINNING,

EXHIBIT "A" TO DEED OF TRUST - Jim Parks to Charles D. Freel

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EXHIBIT B

Salmon, Idaho

JUNE 1, 1986

\$4,900.00

For value received, I, we, or either of us, promise to pay to the order of CHARLES D. FREEL at PO Box 1050, Salmon, Idaho 83467, the sum of FOUR THOUSAND NINE HUNDRED AND NO/100S (\$4,900.00) DOLLARS in lawful money of the United States, with interest from date until paid at the rate of ten per cent (10%) per annum on principal and the annual balances thereof remaining from time to time unpaid. The said principal and interest shall be payable in monthly installments of Ninety-eight and No/100 (\$98.00) Dollars commencing on the 1st day of July, 1986, and on the 1st day of each calendar month thereafter until July 1, 1991, on which last mentioned date the entire balance of principal and interest then unpaid shall be due and payable.

If default be made in the payment of any installment of principal or interest, the whole unpaid balance of said principal and the accrued interest shall become immediately due at the option of the holder hereof. And in case suit or action is instituted to collect this note, or any portion thereof, I, we, or either of us, promise to pay, besides the costs and disbursements allowed by law, a reasonable attorney's fee to be fixed by the court. Presentment, demand of payment, protests, and notice of non-payment and of protest is hereby waived. Prepayment privilege is allowed.

Address:

Salmon, ID 83467

Security: Deed of Trust, real
property Lemhi County,
Idaho

EXHIBIT B to Purchase Agreement, Freel/Parks

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THIS DEED OF TRUST, Made this 1st day of June, 1988, BETWEEN JIM PARKS, a single man, whose address is Box 14, Carmen, ID 83462, herein called GRANTOR, Lemhi Title & Abstract Company, Inc., herein called TRUSTEE, and CHARLES D. FREEL, dealing with his sole and separate property, herein called BENEFICIARY, WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in the County of Lemhi State of Idaho, described as follows and containing not more than twenty acres:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits,

For the Purpose of Securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Grantor in the sum of FOUR THOUSAND NINE HUNDRED & NO/100S-----Dollars, (\$4,900.00), final payment due July 1, 1991

and to secure payment of all such further sums as may hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust that it shall stand as continuing security until paid for all such advances together with interest thereon.

A. To protect the security of this Deed of Trust, Grantor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay; at least ten days before delinquency all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. In addition to the payments due in accordance with the terms of the note hereby secured the Grantor shall at the option, and on demand of the Beneficiary, pay each month 1/12 of the estimated annual taxes, assessments, insurance premiums, maintenance and other charges upon the property, nevertheless in trust for Grantor's use and benefit and for the payment by Beneficiary of any such items when due. Grantor's failure so to pay shall constitute a default under this trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at eight per cent per annum.

6. Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

H. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map, plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this deed of trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

5. As additional security, Grantor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Grantor the right, prior to default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name, and may or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection thereof and the application of the same pursuant to such notice, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

I DELoy MILLER
MAKE THIS WRITTEN
STATEMENT FOR JIM
PARKS ON HIS PROPERTY
ON BOHANNON CR. -
TO THE BEST OF
MY KNOWLEDGE HIS PROPERTY
WAS WATERED SINCE 1960
TO THE SUMMER OF 1986
I MYSELF WATERED THAT PROPERTY
5 YRS. D. Loy Miller 1990 APR 23

April, in the year 1990, before me
, a Notary Public
Y. MILLER,

subscribed to the within instrument, and acknowledged to me

have hereunto set my hand and affixed my official seal, the day and
date first above written.

Notary Public for Idaho, residing at Salmon, Idaho.

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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

CIVIL CASE NUMBER: 39576
Ident. No.

ATTACHMENT TO
NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly:

Name of Claimant(s)

Swahlin Ranch

Mailing Address
(include Zip Code)

*Rt 1, Box 21
Salmon, Id 83467*

Phone Number

208, 756-3438

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