



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, Idaho 83402-1718 - (208) 525-7161- Fax (208) 525-7177

EASTERN REGION

February 7, 2000

DIRK KEMPTHORNE  
GOVERNOR

KARL J. DREHER  
DIRECTOR

BRENT PARKER  
PO BOX 134  
RIRIE ID 83443

RE: CHANGE IN OWNERSHIP FOR A25-07073C

Dear Mr. Parker:

The request for Change in Ownership for a portion of the above-referenced Notice(s) of Claim has been processed with the new Notice(s) reflecting you as one of the claimants.

Since the Change in Ownership involved just a portion of the Notice(s) of Claim, the right was split as follows:

A25-07073E, 0.225 cfs, 11.3 acres, Parker  
A25-07073F, 0.225 cfs, 11.3 acres, Morrison

Enclosed for your records is a typed Notice(s) reflecting your portion of the right. Review the Notice(s) and if you have other corrections or questions, please contact this office.

Respectfully submitted,

Jennifer Crabtree  
Technical Records Specialist

Enclosure

DELOG AR 4-29-99  
DELOG AR 5/26/99

STATE OF IDAHO  
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED  
MAY 26 1999

## NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.  
Incomplete forms will be returned.

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APR 27 1999

Department of Water Resources  
Eastern Region1. Water Right Number(s) 25-07073C

Adjudication Claim Number(s) \_\_\_\_\_

2. The following REQUIRED information must be submitted with this form.

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and Address of Former Owner/Claimant(s)

RICHARD CLAYTON - 208-483-278SWAN VALLEY ID 83449

4. New Owner/Claimant(s)

BRENT E. PARKER JR & KRISTINE PARKERName connector (Check one): ☒ AND, ☐ OR, ☐ AND/OR

New Mailing Address

P.O. BOX 134 RIRIE IDAHO 83443

City, State and ZIP Code

RIRIE ID 83443

New Telephone Number

(208) 525-3102

5. Date you acquired the property

5-31-1995

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres actually irrigated 10 Number and type of stock \_\_\_\_\_

Diversion rate in CFS

Number of homes \_\_\_\_\_

Other uses \_\_\_\_\_

cubic feet per second

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner/Claimant(s)

Brent E. Parker Jr.  
Kristine ParkerDate 5-26-99Date 5-26-998. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)  
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

DELOG AR 5/26/99  
AR 11-12-99STATE OF IDAHO  
IDAHO DEPARTMENT OF WATER RESOURCES  
NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP  
RECEIVED  
NOV 10 1999  
Department of Water Resources  
Eastern Region

Please print or type. Attach pages with additional information. Instructions are on the back of this page.

Incomplete forms will be returned.

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MAY 26 1999Department of Water Resources  
Eastern Region

1. Water Right Number(s) 25-07073C *E-Parkus*  
Adjudication Claim Number(s) F-MORRISON
2. The following REQUIRED information must be submitted with this form.
- A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE, or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.  
AND
- B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually on file with the county.)  
OR
- C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency (formerly ASCS) AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.
3. Name and Address of Former Owner/Claimant(s) BRENT E. PARKER & KRISTINE PARKER  
P.O. BOX 134 Ririe ID 83443
4. New Owner/Claimant(s) DAN C. MORRISON  
Name connector (Check one): ☐ AND, ☐ OR, ☐ AND/OR  
New Mailing Address P.O. BOX 2763 ROCK SPRINGS WY 82902  
City, State and ZIP Code Rock Springs Wyoming 82902  
New Telephone Number ( ) - -
5. Date you acquired the property MARCH 20 1998
6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.  
PROPORTIONATE SPLIT OF IRRIGATION CLAIM.  
Number of acres actually irrigated \_\_\_\_\_ Number and type of stock \_\_\_\_\_  
Diversion rate in CFS \_\_\_\_\_ Number of homes \_\_\_\_\_ Other uses \_\_\_\_\_  
cubic feet per second  
If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.
7. Signature of New Owner/Claimant(s) Dan C. Morrison Date 11-5-99  
Date \_\_\_\_\_
8. (Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)  
For Snake River Basin Adjudication Claims: If you are represented by an attorney and you want IDWR to correspond directly with your attorney for all matters related to your claims, please attach a Notice of Appearance completed by your attorney.

Ch 04/04/1997 FROM V. SAUNDERS  
A25-070734 R. CAMERON

G.W. 08/01/1975 1.50 cfs  
T. 4N., R. 40E. SEC. 21

NWSE-35<sup>2</sup>  
SWSE-25<sup>2</sup>  
SESE-15<sup>2</sup>  
75<sup>2</sup> AC

CLAYTON  
A 25-070735

0.70 cfs

SWSW-35 AC

SEC. 21 T. 4N., R. 40E.

Parker  
A 25-070736

0.45 cfs

E<sup>2</sup>SWSW-22.7 AC (ML)

SEC. 21

T. 4N., R. 40E.

SPLIT BY

Ch's (Circled) 1999

1998



Artemis  
A 25-070737

0.25 cfs

W<sup>2</sup>SWSW-12.3 AC (ML)

SEC. 21 T. 4N., R. 40E.

MAILED 6/18/98

SPLIT BY  
Ch's 11/5/99

1999



Parker  
A 25-070738

0.225 cfs (TRACT #1)

W<sup>2</sup>E<sup>2</sup>SWSW ± 10 AC (ML) 11.3<sup>2</sup> AC

SEC. 21 T. 4N., R. 40E.

Morgan  
A 25-070739

0.225 cfs (TRACT #2)

E<sup>2</sup>E<sup>2</sup>SWSW ± 10 AC (ML) 11.3<sup>2</sup> AC

SEC. 21 T. 4N., R. 40E.



*Artemis*  
10/29/99

CC: TO Brent Parker & Rosemary's

10 Acre Split (Most Recent)

DEED OF TRUST

THIS DEED OF TRUST, Made this 10TH day of JUNE, 1998, BETWEEN BRENT EARL PARKER AND KRISTINE PARKER, HUSBAND AND WIFE, herein called GRANTOR, whose address is The Alliance Title & Escrow Corp., herein called TRUSTEE, and BANK OF COMMERCE, SUCCESSOR CUSTODIAN FOR THE RICHARD I. CLAYTON JR., I.R.A., herein called BENEFICIARY, whose address is 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 JEFFERSON, State of Idaho, described as follows, and containing not more than twenty acres:

TOWNSHIP 4 NORTH, RANGE 40 EAST OF THE BOISE MERIDIAN, JEFFERSON COUNTY, IDAHO.

SECTION 21: BEGINNING AT A POINT THAT IS EAST ALONG THE SECTION LINE 629.08 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 21, RUNNING THENCE EAST ALONG THE SOUTH SECTION LINE 331.72 FEET, THENCE N00°09'25"W 1312.17 FEET TO AN EXISTING EAST-WEST FENCE; THENCE N89°55'41"W ALONG SAID EAST-WEST FENCE 331.72 FEET; THENCE S00°09'25"E 1313.59 FEET TO THE POINT OF BEGINNING.

SUBJECT TO: EXISTING COUNTY ROAD RIGHT OF WAY AND EASEMENTS OF RECORD.

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MAY 26 1999

Department of Water Resources  
Eastern Region

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 \*\*TWELVE THOUSAND FIVE HUNDRED AND NO/100THS\*\*\*\*\* Dollars, (\$12,500.00), final payment due JUNE 1, 2008

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 the rate of interest specified in the above described promissory note.

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.

B. 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 and 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 or 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 any 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 sue for 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 of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein described property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office of the recorder of each county wherein said real property or some part thereof is situated.

4-26-99

STATE OF IDAHO  
DEPT. OF WATER RESOURCES  
900 N. SKYLINE DR. SUITE A  
IDAHO FALLS ID 83402

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APR 27 1999

Department of Water Resources  
Eastern Region

ATT: AUTUMN JONES, RECORDS CLERK

RE: CHANGE IN OWNERSHIP FOR #25-07073C

I HAVE ENCLOSED (2) SETS OF WARRANTY DEEDS. THE  
(20) ACRE ORIGINAL PURCHASE FROM RICHARD CLAYTON. AND THE  
(10) ACRES SOLD TO MR. DAN MORRISON. I NOW OWN TRACT #1  
(please see legal description) AND MR. DAN MORRISON OWNS TRACT #2.

IF YOU NEED TO CONTACT ME, PLEASE CALL 208-525-3102

SINCERELY,

BRENT E PARKER,  
KRISTINE PARKER  
P.O. BOX 134  
RIRIE ID 83443

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MAY 26 1999

Department of Water Resources  
Eastern Region

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the rate specified in the above described promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the female and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless brought by Trustee.

9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Brent Earl Parker  
BRENT EARL PARKER

Kristine Parker  
KRISTINE PARKER

STATE OF IDAHO, COUNTY OF BONNEVILLE  
On this 10TH day of JUNE, 1998,  
before me, a Notary Public in and for said State, personally appeared  
BRENT EARL PARKER AND  
KRISTINE PARKER

Known to me to be the person S whose name S ARE  
subscribed to the within instrument, and acknowledged to me that  
THEY  
executed the same.

Notary Public,  
Residing at \_\_\_\_\_, Idaho.  
Commission Expires \_\_\_\_\_

DEED OF TRUST  
WITH POWER OF SALE

GRANTOR

TRUSTEE

BENEFICIARY

Dated \_\_\_\_\_, 19\_\_\_\_

Furnished through the  
courtesy of

ALLIANCE  
TITLE & ESCROW CORP.

REQUEST FOR FULL RECONVEYANCE  
To be used only when note has been paid.

\_\_\_\_\_, Idaho, \_\_\_\_\_, 19\_\_\_\_,  
, Trustee:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured thereby have been fully paid. You are hereby requested and directed to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, the estate now held by you under the same.

Deliver to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST.

Recorded at Request of \_\_\_\_\_

at \_\_\_\_\_, M. Fee Paid \$ \_\_\_\_\_

by \_\_\_\_\_ Dep. Book \_\_\_\_\_ Page \_\_\_\_\_ Ref.: \_\_\_\_\_

Mail tax notice to \_\_\_\_\_ Address \_\_\_\_\_

## SPECIAL WARRANTY DEED

[CORPORATE FORM]

Key Trust Company Of The West, as custodian for the  
 Richard I. Clayton, Jr. IRA, a corporation  
 organized and existing under the laws of the State of WYO with its principal office at  
 Ogden, of County of Weber, State of Utah,  
 grantor, hereby CONVEYS AND WARRANTS against all claiming by, through or under it to

Brent Earl Parker and Kristine Parker, husband and wife

of 2245 East 17th. Street, Idaho Falls, ID 83404

Ten

the following described tract of land in Jefferson  
 State of Idaho
 grantee  
 for the sum of  
 DOLLARS  
 County,

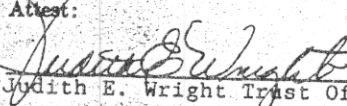
Beginning at a point that is East along the Section line 629.08 feet from the  
 Southwest corner of Section 21, Township 4 North, Range 40 East of the Boise  
 Meridian; running thence East 663.44 feet to a point that is 30 feet West of  
 an existing fence; thence N00°09'25"W 1312.75 feet parallel to and 30 feet West  
 of said existing fence to an existing East-West fence; thence N89°55'41"W along  
 said East-West fence 663.44 feet; thence S00°09'25"E 1313.59 feet to the POINT OF  
 BEGINNING.

SUBJECT TO: existing County road Right-of-Way and easements of record.

The officers who sign this deed hereby certify that this deed and the transfer represented  
 thereby was duly authorized under a resolution duly adopted by the board of directors of the  
 grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed  
 by its duly authorized officers this 7th day of July, A. D. 19 95

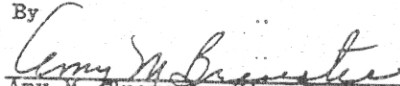
Attest:

  
 Judith E. Wright Trust Officer

[CORPORATE SEAL]

Key Trust Company Of The West

By

  
 Amy M. Brewster Vice President

STATE OF UTAH,

County of Weber

RECEIVED BY

ASSESSOR

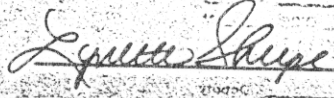
For PLATTING

Date 7-11-95 Time 4:50 PM

On the 7th day of July 1995, A. D.

personally appeared before me Amy M. Brewster and Judith E. Wright  
 who being by me duly sworn did say, each for himself, that he, the said Amy M. Brewster  
 the Vice Pres. and he, the said Judith E. Wright is the Trust Officer  
 Key Trust Company Of The West, and that the within and foregoing

document was signed in behalf of said corporation by authority of a resolution of its board of  
 directors and said Amy M. Brewster and Judith E. Wright  
 and duly acknowledged to me that said corporation executed the same and that the seal affixed


  
 Notary Public.

My residence is \_\_\_\_\_

 RECEIVED  
 MAY 21 1995

