

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

SEP 07 2004

Department of Water Resources
Eastern Region

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
25-2123					
25-7068					
					+

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. ~~50~~ 0
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

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

Leo & Lois Parker

4. New Owner/Claimant(s)

Val & Diane Schwendman

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

9633 E. Hwy 33

City, State and ZIP Code

Newdale, Idaho 83436

New Telephone Number

(208) 458-4261

5. Date you acquired the property

14 November 2003

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT
(If the right(s) will not be split, skip this area and proceed to item 7)

Water Right and/or Adjudication Claim Number _____

Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s) Tae Schuendeman
(include title if applicable) _____

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by _____	Date _____	Fee _____
Received by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**INSTRUCTIONS FOR FILING
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP**

This form has been prepared to assist all claimants and owners of water rights to comply with the requirements of Sections 42-248 and 42-1409(6), Idaho Code. All claimants and owners of water rights are required to notify the Department of Water Resources (IDWR) of any change in mailing address or change in ownership of all or part of a water right. In addition, all purchasers of water rights within a pending general adjudication area must inquire whether a notice of claim has been filed and, if not, shall file a notice of claim if necessary.

Separate brochures are available from IDWR describing the adjudication of water rights and the requirement to notify IDWR of changes in ownership. Please contact your nearest IDWR office, or call 1-800-451-4129, if you would like more information or need help completing this form. Please attach additional sheets to the form if you require additional space to describe or explain any of the items on the form.

1. If there are water rights associated with the property, the seller should be able to provide you with the water right or adjudication claim number(s). Please enter the number(s) at **Item 1**. Corresponding water right and adjudication claim numbers should be listed next to each other on the form. You may have purchased only a portion of the water right(s) held by the seller. If so, the water right(s) held by the seller may need to be "split" to provide you your share of each right. Indicate if a split is required by checking in the space provided next to each water right.

If you receive water from a municipal provider, an irrigation district or other water delivery organization, where the water rights are held by the organization, please do not use this form to record a change. You may need to contact the water delivery organization to determine if any action is necessary.

If you or the seller believes there are water rights for the property but the numbers are unknown, you may wish to contact IDWR for assistance in identifying the water rights for the property in question. If adjudication claims for the rights are required and have not been filed, IDWR will so advise you.

2. The information described at **Item 2** is required, since IDWR cannot process the requested change without documentation of ownership. The preferred types of documentation are shown; contact IDWR if you have difficulty obtaining this information. Do not obtain a new survey for purposes of this form before contacting IDWR.
3. Please provide the name and address of the former owner/claimant(s) of the water right(s) at **Item 3**.
4. The name, mailing address, and telephone numbers of the new owner/claimant(s) is entered at **Item 4**. Please indicate the relationship between multiple owners by using the connector "and", "or", or "and/or." If an "and" is used, all parties must sign this form. If an "and/or" or "or" is used, all parties may sign; however, only one of the named parties is required to sign.
5. At **Item 5**, please provide the date the property in question was acquired. This may be the date of "closing" in the case of a real estate transaction or the date of court order for other types of ownership changes.
6. You may have purchased only a portion of the water right(s) held by the seller. If this change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. For each water right requiring a split between owners, fill in the appropriate spaces in the box(es) at **Item 6**. Copy the page as many times as necessary to fully describe each water right after the change. Include documentation as necessary to describe nonstandard agreements or arrangements regarding division of the water right(s). **If the water right(s) will not be split, skip Item 6 and go to Item 7.**
7. The new owner(s) must sign the form in the space(s) provided at **Item 7**. If an "and" connector is used at Item 4, all parties must sign this form. If an "and/or" or "or" connector is used, all parties may sign; however, only one of the named parties is required to sign. If someone other than the owner signs the notice, evidence of authority to sign for the owner must be attached. If the new owner is a corporation or other organization, the person signing the notice must be an officer of the corporation or otherwise have authority to sign for the organization and must include their title with the signature.
8. The filing fee is \$25 per water right, except for those water rights which will be divided as a result of the change in ownership. The filing fee for division of a water right is \$100 per water right to be divided. When complete, you should retain a copy and return the original of the form to the IDWR office nearest you:

Exhibit "D" to Contract of Sale and Exchange

Warranty Deed

LEO and LOIS M. PARKER, husband and wife, individually and LEO PARKER and LOIS PARKER, or their successors in trust as trustees of the LEO PARKER FAMILY REVOCABLE TRUST AGREEMENT dated February 29, 1980, as GRANTOR, of Driggs, Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto VAL and DIANE SCHWENDIMAN, husband and wife of 9633 E. Highway 33, Newdale, Idaho, GRANTEES, and to their successors and assigns forever, all of the following described real estate situated in the State of Idaho, to-wit:

1. Real Property:

See attached Exhibit "A"

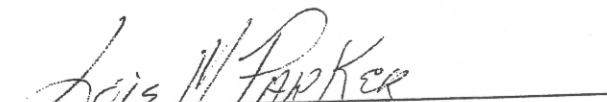
TOGETHER WITH any and all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

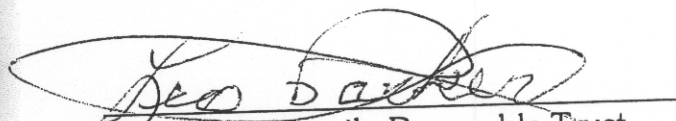
Grantors, for themselves, their successors and assigns, do hereby warrant and agree to forever defend the Grantees, their successors and assigns, in the quiet and peaceable possession of said premises forever against the lawful claims of any and all persons.

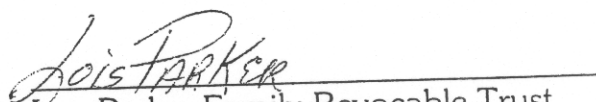
In construing this Deed and where the context so requires, the singular includes the plural, and the masculine, the feminine and neuter.

IN WITNESS WHEREOF, the Grantors hereunto have set their hands and seal the 14th day of November, 2003.


Leo Parker


Lois M. Parker


Leo Parker Family Revocable Trust
By: Leo Parker, Trustee

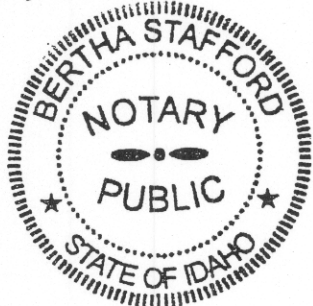

Leo Parker Family Revocable Trust
By: Lois Parker, Trustee

STATE OF IDAHO)
) ss.
COUNTY OF Bonneville)

On this 14th day of November, 2003, before me, a Notary Public in and for said County and State, personally appeared **LEO and LOIS M. PARKER**, 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 by official seal the day and year first above written.

(SEAL)



Bertha Stafford
Notary Public of Idaho
Commission Expires: 1-27-05
Residing at: Idaho Falls, ID.

STATE OF IDAHO)
) ss.
COUNTY OF Bonneville)

On this 14th day of November, 2003, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared **LEO PARKER AND LOIS PARKER**, as trustees of the Leo Parker Family Revocable Trust, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as trustees of the Leo Parker Family Revocable Trust.

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

(SEAL)



Bertha Stafford
Notary Public for Idaho
My Commission Expires: 1-27-05
Residing at: Idaho Falls, ID.

Exhibit "A" To Warranty Deed

Township 3 N Range 40, EBM, Bonneville County, Idaho

TRACT I:

Section 8: E $\frac{1}{2}$ NE $\frac{1}{4}$ less 1.6 a Hwy.
NE $\frac{1}{4}$ SE $\frac{1}{4}$
(Less approximately 4.47 acres identified in Tract III below)
(Less approximately 6.26 acres with improvements identified
In Tract V below)

Section 9: NW $\frac{1}{4}$ NW $\frac{1}{4}$ (less 6.29 acres with improvements identified
in
Tract II below)
W $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$
W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$

TRACT III:

House and 4.47 Acres

Beginning approximately 60 feet South of the NW Corner of the NE $\frac{1}{4}$
NE $\frac{1}{4}$, Section 8, Township 30 North, Range 40 EBM, Bonneville
County, Idaho on the South right-of-way line of U.S. Highway 26, thence
South 650 feet; thence East 300 feet; thence North 650 feet; thence West
300 feet, to the point of beginning.

TRACT IV:

Section 16: S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$

*Together with all water rights, licenses, easements, well agreements, etc.,
associated with said property, including but not limited to, water license
numbers 25-7068, 25-2123, and the well agreement with Joe Avery.

Exhibit "D" to Contract of Sale

Warranty Deed

LUCK-E-LEVEN FARMS, INC., an Idaho corporation, and **LEO PARKER and LOIS PARKER**, or their successors in trust as trustees of the **LEO PARKER FAMILY REVOCABLE TRUST AGREEMENT** dated February 29, 1980, as GRANTORS, of P.O. Box 26, Ririe, Idaho, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto **VAL and DIANE SCHWENDIMAN**, husband and wife of 9633 E. Highway 33, Newdale, Idaho, GRANTEES, and to their successors and assigns forever, all of the following described real estate situated in the State of Idaho, to-wit:

1. Real Property:

See attached Exhibit "A"

SUBJECT TO: All existing easements or claims of easements, patent reservations, rights-of-way, protective covenants, zoning ordinances and applicable building codes, laws and regulations.

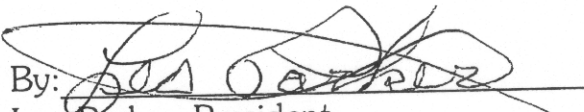
TOGETHER WITH any and all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Grantors, for themselves, their successors and assigns, do hereby warrant and agree to forever defend the Grantees, their successors and assigns, in the quiet and peaceable possession of said premises forever against the lawful claims of any and all persons.

In construing this Deed and where the context so requires, the singular includes the plural, and the masculine, the feminine and neuter.

IN WITNESS WHEREOF, the Grantors hereunto have set their hands and seal the 14th day of November, 2003.

Luck-E-Leven Farms, Inc.

By: 
Leo Parker, President

Leo Parker Family Revocable Trust

By: *Leo Parker*
Leo Parker, Trustee

Leo Parker Family Revocable Trust

By: *Lois PARKER*
Lois Parker, Trustee

STATE OF IDAHO)
) ss.
COUNTY OF Bonneville)

On this 14th day of November, 2003, before me, a Notary Public in and for said County and State, personally appeared **LEO PARKER**, known or identified to me to be the president of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

(SEAL)



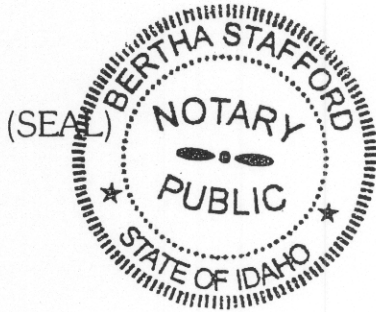
Bertha Stafford
Notary Public of Idaho
Commission Expires: 1-27-05
Residing at: Idaho Falls, ID

STATE OF IDAHO)

STATE OF IDAHO)
) ss.
COUNTY OF Bonneville)

On this 14th day of November, 2003, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared **LEO PARKER AND LOIS M. PARKER**, as trustees of the Leo Parker Family Revocable Trust, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as trustees of the Leo Parker Family Revocable Trust.

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



Bertha Stafford
Notary Public for Idaho
My Commission Expires: 1-27-05
Residing at: Idaho Falls, ID

Exhibit "A" To Warranty Deed

Township 3 N Range 40, EBM, Bonneville County, Idaho

Section 9: $W\frac{1}{2}$ $SW\frac{1}{4}$ $SW\frac{1}{4}$
SE $\frac{1}{4}$ NW $\frac{1}{4}$
E $\frac{1}{2}$ $SW\frac{1}{4}$ NW $\frac{1}{4}$
E $\frac{1}{2}$ $W\frac{1}{2}$ $SW\frac{1}{4}$
E $\frac{1}{2}$ $SW\frac{1}{4}$

Section 8: SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 16: N $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$
N $\frac{1}{2}$ NW $\frac{1}{4}$

Section 17: NE $\frac{1}{4}$ NE $\frac{1}{4}$

*Together with all water rights, licenses, easements, well agreements, etc., associated with said property, including but not limited to, water license numbers 25-7068, 25-2123, and the well agreement with Joe Avery.

Exhibit "D-1" to Contract of Sale and Exchange

Warranty Deed

LEO PARKER and LOIS PARKER, or their successors in trust as trustees of the **LEO PARKER FAMILY REVOCABLE TRUST AGREEMENT** dated February 29, 1980, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto **VAL and DIANE SCHWENDIMAN**, husband and wife of 9633 E. Highway 33, Newdale, Idaho, GRANTEES, and to their successors and assigns forever, all of the following described real estate situated in the State of Idaho, to-wit:

1. Real Property:

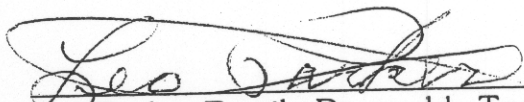
See attached Exhibit "A"

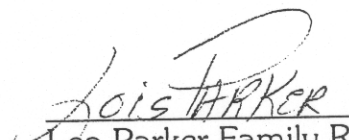
TOGETHER WITH any and all improvements, water, water rights, ditches, ditch rights, easements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Grantors, for themselves, their successors and assigns, do hereby warrant and agree to forever defend the Grantees, their successors and assigns, in the quiet and peaceable possession of said premises forever against the lawful claims of any and all persons.

In construing this Deed and where the context so requires, the singular includes the plural, and the masculine, the feminine and neuter.

IN WITNESS WHEREOF, the Grantors hereunto have set their hands and seal the 14th day of November, 2003.

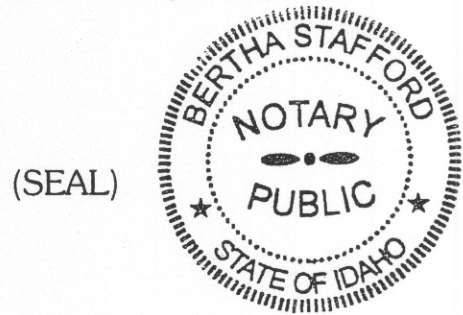

Leo Parker Family Revocable Trust
By: Leo Parker, Trustee


Leo Parker Family Revocable Trust
By: Lois Parker, Trustee

STATE OF IDAHO)
) ss.
COUNTY OF Bonneville)

On this 14th day of November, 2003, before me, the undersigned, a notary public in and for the State of Idaho, personally appeared **LEO PARKER AND LOIS PARKER**, as trustees of the Leo Parker Family Revocable Trust, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same as trustees of the Leo Parker Family Revocable Trust.

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



Bertha Stafford
Notary Public for Idaho
My Commission Expires: 1-27-05
Residing at: Idaho Falls, ID

Exhibit "A" To Warranty Deed

Township 3 N Range 40, EBM, Bonneville County, Idaho

TRACT I:

Commencing approximately 60 feet South on the South right-of-way line of U.S. Highway 26, and 620 feet East of the NW corner of the NW1/4 of Section 9, Township 3 North, Range 40 EBM, Bonneville County, Idaho being the point of beginning, thence South 685 feet; thence East 400 feet; thence North 685 feet; thence West 400 feet, to the point of beginning. Containing approximately 6.29 acres and the following improvements: Large Potato Cellar and two Small Grain Bins.

TRACT II:

Commencing approximately 60 feet South of the NW Corner of the NE1/4NE1/4, Section 8, Township 30 North, Range 40 EBM, Bonneville County, Idaho, on the South right-of-way line of U.S. Highway 26 and proceeding South 650 feet to the point of beginning; thence South 910 feet; thence East 300 feet; thence North 910 feet; thence West 300 feet, to the point of beginning. Containing approximately 6.26 acres and the following improvements: two metal quansits, 15,000 sack potato cellar, small labor home, large labor home, metal shop (40' x 45'), (4) 10,000 bushel grain bins, (2) 6,000 bushel grain bins.

*Together with all water rights, licenses, easements, well agreements, etc., associated with said property, including but not limited to, water license numbers 25-7068, 25-2123, and the well agreement with Joe Avery.