

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

MAY 05 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
	25-13380				

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- 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)

Gene Wright

Alamha Wright

4. New Owner/Claimant(s)

Gloria Gardner

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

363 Meppen Dr.

City, State and ZIP Code

IDAHO Falls, IDAHO 83401

New Telephone Number

(208) 522-0931

5. Date you acquired the property

OCT 20, 1994

shop - 5836 N. Yellowstone
 Idaho Falls, Id.
 83401

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) Gloria Dandrea (owner)
(include title if applicable) 5836 N. Yellowstone Hwy.
Odabo Falls, Id. 83401

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 _____	
Receipted by _____	Date _____	Receipt No. _____	
Processed by _____ AJ	Date _____	WR _____	Date _____

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION RECEIVED _____

Wayne Jack Gardner

the Grantor, does hereby REMISE, RELEASE and forever QUITCLAIM unto

Gloria Kay Gardnerthe Grantee, whose current address is 363 Meppen DriveIdaho Falls, Idaho 83401, thefollowing described real estate situated in Bonneville

County, State of Idaho, to-wit: Beginning at a point on the East boundary line of U.S. Highway #191, that is North 297.20 feet and N. 88°52' E. 33.0 feet from the West Quarter Corner of Section 35, Township 3 North, Range 38 East of the Boise Meridian, and running thence N. 88°52' E. 176.80 feet; running thence North 54.80 feet; thence N. 88°52' E. 40.7 feet; thence North 128 feet; thence S. 88°52' W. 217.50 feet to the East Boundary line of U.S. Highway #191; running thence South along the Easterly right of way line of U.S. Highway # 191, a distance of 182.80 feet to the point of beginning.

Beginning at a Point that is North 315.20 feet and N.88°52' E. 209.80 feet from the West Quarter Corner, of Section 35, Township 3 North, Range 38, East of the Boise Meridian, Bonneville County, Idaho; thence North 36.80 feet, thence N. 88°52' E. 40.7 feet, thence North 128.0 feet, thence N. 88°52' E. 19.30 feet, thence South 164.80 feet, thence S. 88°52' W. 60.00 feet to the Point of Beginning.

TOGETHER, with all tenements, hereditaments and appurtenances thereunto belonging.

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

DATED: February 21, 1996.Wayne Jack Gardner

STATE OF IDAHO, County of BONNEVILLE
On this 21st day of February 19 96
before me, JILL HANSEN, a
Notary Public in and for the said State personally
appeared WAYNE JACK GARDNER

Known to me to be the person(s) whose name(s) IS
subscribed to the within instrument, and acknowledges
to me that he executed the same.

Jill Hansen
Notary Public
Residing at 547 N. Capital Ave.,
Comm. Expires 8-23-99
STATE OF IDAHO

Notary Public
Idaho

-THIS SPACE FOR COUNTY RECORDER'S USE ONLY-

INSTRUMENT NO. 914779
DATE 2-21-96
INST. CODE 220
FICHE NO. 300
FEE

STATE OF IDAHO
COUNTY OF BONNEVILLEI hereby certify that the within
instrument was recorded.Ronald Longmore,
County RecorderBy Ronald Longmore
Request of Gloria Gardner
363 Meppen Dr
83401

IDAHO TITLE & TRUST COMPANY
Escrows • Title Insurance

547 N. Capital Ave., P.O. Box 367, Idaho Falls, ID 83402 (208) 522-7895

File Number: 21,348

Instrument No. _____

887891

THIS DEED OF TRUST, dated 20th day of October, 1994, between

WAYNE JACK GARDNER and GLORIA K. GARDNER, husband and wife, herein called GRANTOR,

whose address is 5836 YELLOWSTONE HWY, Idaho Falls, ID 83401

IDAHO TITLE AND TRUST COMPANY, an Idaho corporation, herein called TRUSTEE,

and ALOMA H. WRIGHT, a single person

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 BONNEVILLE, State of Idaho, described as follows and containing not more than twenty acres:

Beginning at a point on the East boundary line of U.S. Highway #191, that is North 297.20 feet and N. 88°52' E. 33.0 feet from the West Quarter Corner of Section 35, Township 3 North, Range 38 East of the Boise Meridian, and running thence N. 88°52' E. 176.80 feet; running thence North 54.80 feet; thence N. 88°52' E. 40.7 feet; thence North 128 feet; thence S. 88°52' W. 217.50 feet to the East Boundary line of U.S. Highway #191; running thence South along the Easterly right of way line of U.S. Highway #191, a distance of 182.80 feet to the point of beginning.

Beginning at a Point that is North 315.20 feet and N. 88°52' E. 209.80 feet from the West Quarter Corner, of Section 35, Township 3 North, Range 38, East of the Boise Meridian, Bonneville County, Idaho; thence North 36.80 feet, thence N. 88°52' E. 40.7 feet, thence North 128.0 feet, thence N. 88°52' E. 19.30 feet, thence South 164.80 feet, thence S. 88°52' W. 60.00 feet to the Point of Beginning.

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:

Fifty Thousand and 00/100, (\$50,000.00)

Final payment due: November 20, 2014

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 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 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.

IDAHO TITLE & TRUST CO.
P.O. BOX 50867
IDAHO FALLS, ID 83405

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 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 judgement 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

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 hereof, 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.

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 eight per cent per annum; 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 feminine 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.

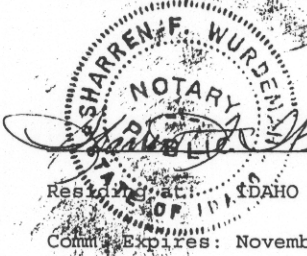
Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

Wayne Jack Gardner Gloria K. Gardner
WAYNE JACK GARDNER GLORIA K. GARDNER

INDIVIDUAL ACKNOWLEDGMENT

State of Idaho, County of BONNEVILLE

On this 20th day of October, 1994, before me, the undersigned, a Notary Public in and for said State personally appeared WAYNE JACK GARDNER and GLORIA K. GARDNER, husband and wife known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

 Sharon F. Wurdeman Notary Public
Residing at: IDAHO FALLS, Idaho
Commission Expires: November 23, 1998

INSTRUMENT NO.	887891
DATE	10-20-94
INST. CODE	265
FICHE NO.	10188-51
FEE	9.00
STATE OF IDAHO) COUNTY OF BONNEVILLE) ss	
I hereby certify that the within instrument was recorded.	
Ronald Longmore, County Clerk	
By <u>Debra H. Hest</u> Deputy	
Request of FURTHER AND/OR ADDITIONAL	

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OR ADVANCES MUST BE PRESENTED WITH THIS REQUEST

To IDAHO TITLE AND TRUST COMPANY, Trustee:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned hereby certifies that the owner and holder of the debt mentioned in said deed of trust and that the same has never been assigned or transferred.

Signature of Beneficiary

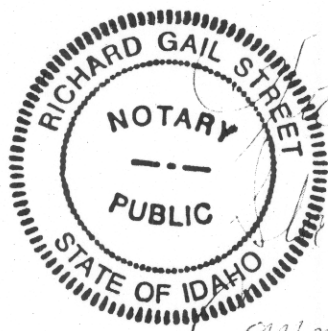
Dated

To Whom It May Concern:

In 1983 we drilled a well at the location of 5836 N. Yellowstone Highway in Idaho Falls, ID. We Purchased a water right in 1985, the water right needs to be transferred to Wayne Gardner at A-OK Radiators at 5836 North Yellowstone Highway, Idaho Falls, ID.

Respectfully,
Donald Gene Wright

Donald Gene Wright



Richard G. Street
Notary Public
Commission Expires 3-29-07
5-11-04