

OK gc
8/30/05

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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
	~~21-9~~				
	21-10A				
	21-12				
	21-16				
	21-2022				

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)

Gary Parkinson

1049 N. 3000 E. Sugar City ID 83448

4. New Owner/Claimant(s)

Glenn Dalling

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

New Mailing Address

590 W 1st S

City, State and ZIP Code

Sugar City ID 83448

New Telephone Number

208 356-7744

5. Date you acquired the property

Feb. 9 1990 Parkinsons

~~Apr. 12 1991 Jolley~~

COMPLETED

Kent Johnson

525- 7177 fax

WARRANTY DEED

THIS INDENTURE, Made and entered February 9, 1990, by
 and between GARRY E. PARKINSON, of 1649 N. 3000 E., Sugar City,
 ID 83448, and DONALD PARKINSON, of 164 N. 3000 E., Sugar
 City, ID 83448, who took title to the hereinafter described
 property as Garry E. Parkinson and Donald Parkinson, DBA
 Parkinson Farms, a Partnership composed of Garry E. Parkinson
 and Donald L. Parkinson, but which said partnership was
 dissolved on June 1, 1982, and title to the hereinafter
 described property was retained in joint ownership. Their
 wives, MARY JEAN R. PARKINSON and MADELOW L. PARKINSON, join
 with them to convey title. Said parties, together with their
 wives, are hereinafter called the parties of the first part;
 and GLENN W. DALLING and DOROTHY H. DALLING, husband and wife,
 of 426 W. 1st S., Sugar City, ID 83449, are parties to this
 warranty deed as purchasers, and are hereinafter called the
 parties of the second part.

WITNESSETH, that the said parties of the first part,
 for and in consideration of the sum of Ten and no/100 dollars,
 lawful money of the United States of America, and other
 valuable consideration to them in hand paid by the parties of
 the second part, the receipt whereof is hereby acknowledged,
 have granted, bargained, sold and by these presents, do grant,
 bargain, sell and convey and confirm unto the said parties of
 the second part, and their heirs and assigns, forever, all the
 following described real estate, situated in Fremont County,
 State of Idaho, to-wit:

413706

STATE OF IDAHO,
County of Madison.

)
ss.
)

On this 9th day of February, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared GARRY E. PARKINSON and DONALD L. PARKINSON, known to me to be all of the partners of the partnership (now dissolved) that executed the foregoing instrument and acknowledged to me that such partnership executed the same.

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

Debra A. Keller
Notary Public for Idaho
Residing at Rexburg, Idaho
My Commission Expires: 11-15-93

STATE OF IDAHO
County of Madison.

)
ss.
)

On this 9th day of February, 1990, before me, the undersigned, a Notary Public in and for said State, personally appeared GARRY E. PARKINSON, MARY JEAN R. PARKINSON, DONALD L. PARKINSON and MADELOE L. PARKINSON, 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 my official seal the day and year in this certificate first above written.

Debra A. Keller
Notary Public for Idaho
Residing at: Rexburg, Idaho
My Commission expires: 11-15-93

WARRANTY DEED - Page 4
398JA

413766

TO HAVE AND TO HOLD, all and singular, the above mentioned and described premises together with the appurtenances unto the said parties of the second part, and to their heirs and assigns forever. And the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person and persons whosoever, lawfully claiming or to claim the same shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

PARKINSON FARMS, a Partnership
(now dissolved)

By: Garry E. Parkinson
Garry E. Parkinson
Partner

By: Donald L. Parkinson
Donald L. Parkinson
Partner

Garry E. Parkinson
Garry E. Parkinson

Mary Jean R. Parkinson
Mary Jean R. Parkinson

Donald L. Parkinson
Donald L. Parkinson

Madelon L. Parkinson
Madelon L. Parkinson

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1983A

413766

Township 10 North, Range 41 East, Boise
Meridian.

Section 15: SW1/4, S1/2NW1/4, NW1/4NW1/4
Section 16: E1/2
Section 21: W1/2NE1/4, N1/2SE1/4
Section 22: NW1/4NE1/4, E1/2NW1/4

Subject to easements, if any, of record or in existence for roads, streets, ditches, canals, pipelines and utilities.

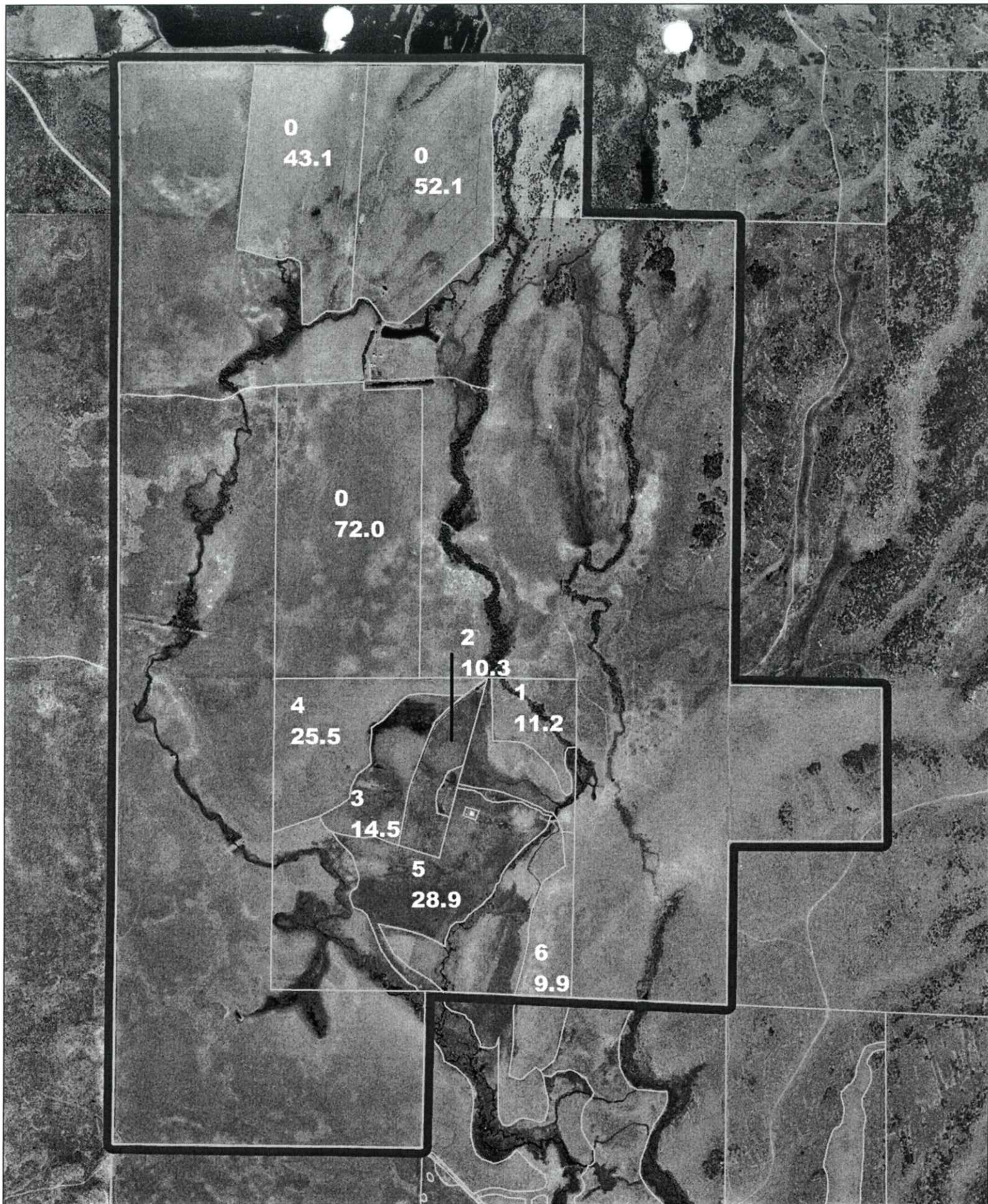
Subject to restrictive covenants, if any, of record.

Together with any and all water and water rights, ditch and ditch rights appurtenant thereto, including but not limited to, that certain decree as decreed to Logan Roseborough, known as the Richard P. Smith claim, for 85 inches (or 1 7/10 cubic feet) of waters of that part of upper Sand Creek known as Sharp's Springs dating from May 15, 1888, as decreed in that certain decree recorded at page 581 in Book "A" of Judgments, records of Fremont County, Idaho, said decree to pertain to that portion of the above described land in Section 15 and 16. Also that certain decree shown at Page 181 of Book "P" of Miscellaneous in Fremont County. Also including any and all additional waters appurtenant to said land.

Subject to a certain fence Agreement recorded under Recorder's Instrument No. 307472. Also including all right, title, and interest in and to that certain Geothermal Lease recorded as Instrument No. 330837.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, and rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

WARRANTY DEED - Page 2
3983A



#60
T1206
Sec 15, 16, 21, 22 T10 N R41E

NOT TO SCALE 660

0.08 0 0.08 0.16 0.24 0.32 Miles



Map Printed: Aug 25, 2005

GRANT

417825

THIS DEED, Made the _____ day of April

in the year of our Lord one thousand nine hundred and Ninety-One

Glenn W. Dalling and Dorothy H. Dalling, husband and wife
 of Sugar City, County of Madison, State of Idaho
 the parties of the first part and

Ross I. Anderson and Ruby Anderson, husband and wife
 of Rexburg, County of Madison, State of Idaho
 the parties of the second part.

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of
 Forty-One Thousand Dollars Only, by these presents GRANT, SURRENDER, SELL
 lawful conveyance of the United States of America, do by these presents GRANT, SURRENDER, SELL
 and CONVEY, unto the said parties of the second part, and to their heirs and assigns
 FOREVER, all that certain real property situate in the County of Fremont, State of Idaho, and bounded and particularly described as follows, to-wit:

Township 10 North, Range 41 East, Boise Meridian, Fremont County, Idaho, Section
 21: E4 NE1/4, Section 22: W4 NW1/4.

Together with the following right-of-way easement: (1) A perpetual right-of-way easement with the right to use, repair and maintain said easement (a roadway) over and across and through lands immediately South of the lands being conveyed hereunder and more specifically the West 1/4 East of the North half of the Southwest Quarter of Section 22, Township and Range aforesaid. Said easement is described in greater detail and includes all rights of grantors in that certain right-of-way easement recorded in the records of Fremont County, Idaho on November 29, 1972 as Instrument No. 229111.

(2) A perpetual right-of-way easement for vehicles, pedestrian and livestock presently in existence on roadways leading to the East entrance of the lands being conveyed hereunder, said roadways presently being located in the SW1/4 NE1/4 of Section 22, Township and Range aforesaid.

Together with all water and ditch rights appurtenant thereto, including 40% share of Upper Sand Creek water and 1/4 share of Arcadia water.

together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

THIS GRANT is intended as a mortgage to secure the payment of that certain certain promissory note of even date herewith, executed and delivered by the said Glenn W. Dalling and Dorothy H. Dalling to the said parties of the second part

With payment terms as follows:

\$41,000.00

Interest only at said rate payable annually on November 1, 1991, November 1, 1992, November 1, 1993, November 1, 1994 with the unpaid principal balance and accrued interest due in their entirety on November 1, 1995.

AND THESE PRESENTS SHALL BE VOID if such payment be made. But in case default shall be made in the payment of said principal sum of money, or any part thereof, or the interest thereon, as provided in said note, or if default be made in the performance of any of the covenants, conditions or agreements herein contained.