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JAN 26 1994

Department of Water Resources
Adjudication Bureau

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.

Case No. 39576

STANDARD FORM 3

The State of Idaho, ex rel. R. Keith
Higginson in his official capacity as
Director of the Idaho Department
of Water Resources,

STANDARD FORM FOR NOTICE
OF CHANGE IN ADDRESS

OR

Petitioner,

CONSENT TO SUBSTITUTION OF
PARTY

vs.

The United States; the State of Idaho; and
all Claimants to the Use of Water From
the Snake River Basin Water System,

Respondents.

39576
[34-00635
34-02289
34-02313
34-02490
34-02497
34-02505
34-02506
34-04008
34-07145
34-07176
34-10393
34-10403
34-12368]/
94-01-0037

INSTRUCTIONS FOR USE

This form must be used to provide notice of change in address or to substitute a party whose water right recommendation is in a director's report which has been filed with the court. The filing of Standard Form 3 cannot result in a contested matter. A hearing will not be scheduled.

This form has been adopted by the court in *SRBA Administrative Order 1* (amended June 21, 1993), Section 4A, which may be consulted for further information.

Standard Form 3 shall not operate to excuse compliance with the statutory requirements of I.C. § 42-1409(7) where a water right recommendation is not before the court.

As used in this form, the term "prior claimant/seller" means any person who, pursuant to I.C. § 42-1409(2), (3) and (6), filed a notice of claim asserting the right to the use of water or on whose behalf the right to the use of water was asserted. "New claimant/purchaser" means any successor in interest of a "prior claimant/seller," whether the interest is acquired by purchase, gift, inheritance or other means.

A *Consent to Substitution of Party (Substitution)* must be signed by the prior claimant/seller and the new claimant/purchaser. The *Substitution* shall be filed by the new claimant/purchaser.

Check either the *Change in Address* or *Consent to Substitution of Party* box and fill in the requested information. A party may copy or reproduce the standard form. The text of the form must be on the front and back of each page, exactly as it appears here.

Follow the instructions on the form or the court will not accept it for filing. The Verification and the Certificate of Mailing must be completed.

The standard form may be obtained from the Idaho Department of Water Resources and the court. You must provide a copy of this form to each party, or to their legal counsel, in any subcase in which you are a party.

☐ CHANGE IN ADDRESS

My name is _____

I am the claimant of _____
(Insert each water right number)

I have filed an objection/response to the following water right(s) _____

(Insert each water right number)

My new mailing address is _____

My phone number is: Work _____ Home _____

☒ **CONSENT TO SUBSTITUTION OF PARTY**

My name is See Attached Exhibit "A"

My address is _____

My phone number is: Work _____ Home _____

The name and address of the party who I wish to be substituted for are:

See Attached Exhibit "B"

I am the new claimant/purchaser of See Attached Exhibit "C" *and*
(Insert each water right number)

I am submitting proof of acquisition of the interest of the prior claimant/seller, *which is required by the court* to support my *Substitution*. Proof must contain a legal description of the property, including the water right numbers conveyed. You must describe the documents you are submitting.

Non-Merger Warranty Deed in Lieu of Foreclosure

See Attached Exhibit "D"

Scot K. Parkinson
Theda E. Parkinson
Ralph S. Parkinson

(Signature of prior claimant/seller)

Ron Kerl

(Signature of new claimant/purchaser)

Attorney signing in representative capacity

☒ **ATTORNEY OF RECORD COMPLETING FORM**

My name is Ron Kerl

I am the attorney of record for Farm Credit Bank of Spokane
(Identify party/claimant)

My address and phone number are Service, Gasser & Kerl, P.O. Box 6009,
Pocatello, ID 83205-6009; (208) 232-4471

VERIFICATION

(Must be completed for either a *Notice of Change in Address* or for *Consent for Substitution of Party*)

State of Idaho

County of Bannock

Ron Kerl, being first duly sworn, upon oath, deposes and says:
(Insert name of party/claimant filing form)

That I am the person or entity filing this form, that I am a water right claimant or party or their successor in interest, defined by I.C. §§ 42-1401A(1), (7) or (10); and that I have read this form, know its contents and that the statements are true to the best of my knowledge and belief.

Signature of person filing form

By:

Attorney signing in representative capacity

Subscribed and sworn to before me on January 19, 1994
(Insert Date)

Notary Public for Idaho

Residing at: Pocatello

My Commission expires: 2-10-98

INSTRUCTIONS FOR MAILING

You must mail the form, including all attachments, to the Clerk of the SRBA Court and to the parties identified in the Certificate of Mailing. FAX filings will not be accepted by the SRBA Clerk of the Court.

You must sign the Certificate of Mailing to show that you followed these steps.

CERTIFICATE OF MAILING

I certify that on January 19, 1994, I mailed the original and copies of this form, including all attachments, to the following persons by mailing the original and/or copies, postage prepaid and addressed as follows:

1. Original to:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
P. O. Box 2707
Twin Falls, Idaho 83303-2707

2. A *Change of Address* must be served on each party, or their attorney, in each subcase in which you are a party at the following address(es):

3. A *Consent to Substitution of Party* must be served on the prior claimant/seller or their attorney at the following address:

<u>Ralph & Theda Parkinson</u>	<u>Scot & Gayla Parkinson</u>	<u>Bart Davis, Esq.</u>
<u>P.O. Box 228</u>	<u>Rt #1, Box 222</u>	<u>P.O. Box 50660</u>
<u>Arco, ID 83213</u>	<u>Arco, ID 83213</u>	<u>Idaho Falls, ID 83405</u>

4. A *Consent to Substitution of Party* must be served on each party, or their attorney, to each subcase in which the prior claimant/seller is a party at the following address(es):

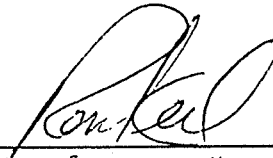
See Exhibit "E" attached hereto

4. One copy to:

Chief, Natural Resources Division
Office of the Attorney General
State of Idaho
P. O. Box 44449
Boise, Idaho 83711-4449

5. One copy to:

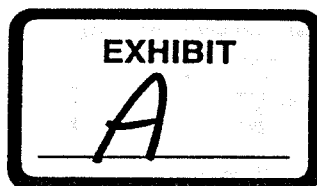
United States Department of Justice
Environment and Natural Resource Division
550 West Fort Street, Box 33
Boise, Idaho 83734



(Signature of person or attorney mailing the form)

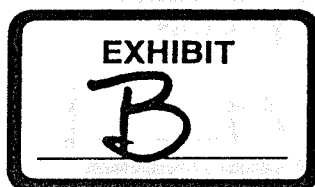
Farm Credit Bank of Spokane
West 601 First Avenue, P.O. Box TAF-C5
Spokane, WA 99220

CONTACT PERSON:
Kim Herzinger
Farm Credit Services
P.O. Box 308
409 Shoshone South, Suite 25
Twin Falls, ID 83303-0308
(208) 734-0882



Ralph S. Parkinson and Theda E. Parkinson
husband and wife, and as Trustees of
Ralph S. Parkinson Family Trust
Route 1, Box 222
Arco, ID 83213

Scott K. Parkinson and Gayla Parkinson
Route 1, Box 222
Arco, ID 83213



WATER RIGHT NO.: 34-07176
34-07145
34-02506
34-02497
34-10403
34-12368
34-02505
34-04008
34-00635
34-02289
34-02313
34-02490
34-10393
34-10403

EXHIBIT

C

NON-MERGER WARRANTY DEED IN LIEU OF FORECLOSURE

THIS DEED made this 8th day of February, 1993, between SCOT K. PARKINSON and GAYLA PARKINSON, as husband and wife and as general partners of Parkinson Farms, an Idaho general partnership, RALPH S. PARKINSON and THEDA E. PARKINSON, husband and wife and as Trustees of the Ralph S. Parkinson Family Trust dated January 12, 1982, Grantor, and FARM CREDIT BANK OF SPOKANE, whose complete mailing address is West 601 First Avenue, P.O. Box TAF-C5, Spokane, Washington 99220, the Grantee,

WITNESSETH:

That the Grantor for and in consideration of the covenants hereinafter contained and other good and valuable consideration, does by these presents grant, convey and warrant, unto the Grantee and to its successors and assigns, forever, all of that property situated in the County of Butte, State of Idaho, and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED
HEREIN BY REFERENCE

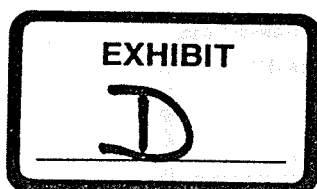
SUBJECT TO:

Rights of way and easements for roads, utilities and irrigation ditches as the same exist or appear of record; unpaid real property taxes; Mortgage to Grantee dated May 13, 1983, and recorded June 29, 1983, as Instrument No. M-12639, records of Butte County, Idaho.

TOGETHER WITH:

Any and all tenements, hereditaments, easements, rights, privileges and appurtenances thereunto belonging or used in connection therewith, and the reversions, remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said property, together with the appurtenances, unto the said Grantee, and to its successors and assigns forever. Grantor covenants with Grantee that the former is now seized in fee simple of the property granted; that the latter shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances (except those set forth above); that Grantor and all persons acquiring any interest in the same through or from them will, on demand, execute and deliver to Grantee at the expense of the latter, any further assurance of the same that may be reasonably required; and that Grantor will warrant to Grantee all of the said property against every person lawfully claiming the same, except those claiming under the above exceptions.



NO. 027421
FILED

NOV 19 1993

A.M. 1:58 P.M.
BUTTE COUNTY RECORDER

This Deed is absolute in effect and conveys fee simple title of the above described to the Grantee and does not operate as a mortgage, trust conveyance, or security of any kind.

The acceptance of this conveyance by Grantee is conditioned upon there being no liens against the property, except for those set forth above.

This Deed does not effect a merger of the fee ownership and the lien of the Mortgage described herein. The fee and lien shall hereafter remain separate and distinct. It is not the intent of the parties to effect the subrogation rights of any third parties.

The true and actual consideration for this conveyance is that by acceptance of this deed, Grantee, covenants and agrees that it shall consent to the confirmation of a Plan of Reorganization under Chapter 12 of the Bankruptcy Code by Parkinson Farms, bankruptcy case no. 92-01432 now pending in the U.S. Bankruptcy Court for the District of Idaho.

Grantor does hereby waive, surrender, convey and relinquish any equity of redemption and statutory rights of redemption concerning the property and the Mortgage described above. Possession of the property is hereby surrendered and delivered to Grantee.

Grantor declares that this conveyance is freely and fairly made. Grantor is not acting under misapprehension as to the legal effect of this Deed, nor under any duress, undue influence, or misrepresentation of Grantee, its agents or attorney or any other person.

IN WITNESS WHEREOF, The Grantor has hereunto set their hands the day and year first above written.

Scot K. Parkinson
Scot K. Parkinson, individually and
as a General Partner of Parkinson
Farms, an Idaho General Partnership

Gayla Parkinson
Gayla Parkinson, individually and as
General Partner of Parkinson Farms,
an Idaho General Partnership

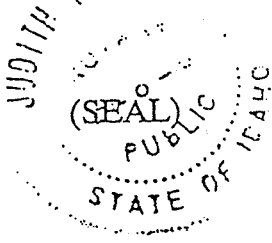
Ralph S. Parkinson
Ralph S. Parkinson, individually,
as a General Partner of Parkinson
Farms, an Idaho General Partnership,
and as Trustee of the Ralph S.
Parkinson Family Trust Dated
January 12, 1982

Theda E. Parkinson
Theda E. Parkinson, individually,
as a General Partner of Parkinson Farms,
an Idaho General Partnership, and as
Trustee of the Ralph S. Parkinson Family
Trust Dated January 12, 1982

STATE OF IDAHO)
County of Butte) SS

On this 8 day of February, 1993, before me, the undersigned Notary Public in and for said County and State, personally appeared SCOT K. PARKINSON and GAYLA PARKINSON, as husband and wife and as general partners of Parkinson Farms, an Idaho general partnership, known or identified to me to be the persons whose names are subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that they executed the same.

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



Judith R. Bailey
NOTARY PUBLIC for Idaho

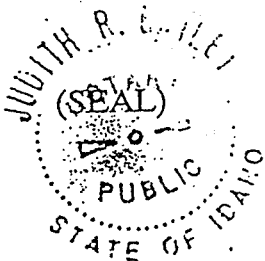
Residing at: Idaho

Commission Expires: 3-6-1993

STATE OF IDAHO)
County of Butte) SS

On this 8 day of February, 1993, before me, the undersigned Notary Public in and for said County and State, personally appeared RALPH S. PARKINSON and THEDA E. PARKINSON, husband and wife, as General Partners of Parkinson Farms, an Idaho General Partnership, and as Trustees of the Ralph S. Parkinson Family Trust, known or identified to me to be the persons whose names are subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that they executed the same.

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



Judith R. Bailey
NOTARY PUBLIC for Idaho

Residing at: Idaho

Commission Expires: 3-6-1993

"EXHIBIT A"

TRACT A:

Township 3 North, Range 27 E.B.M., Butte County, Idaho

Section 18: Lots 1 and 2 and the E $\frac{1}{4}$ NW $\frac{1}{4}$, EXCEPT: Beginning at the NW corner Lot 1, thence S. 150 feet; thence E. 300 feet; thence N. 150 feet; thence W. 300 feet to the point of beginning, ALSO EXCEPT: Beginning 322.67 feet E. of the NW corner of Section 18, thence S. 89°37' E. 322.67 feet; thence S. 322.67 feet; thence N. 89°37' W. 322.67 feet; thence N. 135.0 feet to the point of beginning.

TRACT B:

Township 3 North, Range 26 E.B.M., Butte County, Idaho

Section 14: SE $\frac{1}{4}$

Section 23: N $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$ NE $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$

TRACT C:

Township 3 North, Range 26 E.B.M., Butte County, Idaho

Section 10: NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$; and SE $\frac{1}{4}$ SE $\frac{1}{4}$, EXCEPTING any portion lying within the following described premises: Beginning at the NW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10 and running thence E. 993.2 feet; thence S. 70°07' W. 1056.2 feet; thence N. 359.2 feet to the place of beginning, ALSO EXCEPTING THEREFROM: Commencing at the SE corner of said Section 10, thence S. 89°54'00" W. 1320.00 feet along the Southern boundary of said Section 10 to the point of beginning, thence N. 0°05'23" E. 1315.87 feet along the Western boundary of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ to the NW corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence N. 89°56'07" E. 75.61 feet to the centerline of a County Road; thence S. 1°58'10" E. 1316.52 feet along the centerline of a County Road; thence S. 89°54'00" W. 118.79 feet to the point of beginning, subject to a 25 foot wide county road right-of-way along the Eastern and Southern boundaries thereof. ALSO EXCEPTING THEREFROM: A parcel of land located in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 10, commencing at the NW corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 10 and monumented with a 5/8 inch diameter iron pin; thence S. 0°00'01" E along the Westerly boundary of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ 359.20 feet to the point of beginning; thence continuing S. 0°00'01" E. 295.00 feet; thence leaving said Westerly boundary N. 70°16'24" E. 107.82 feet; thence N. 2°38'41" W. 104.62 feet; thence N. 70°16'24" E. 547.84 feet; thence S. 89°57'32" W. 528.36 feet; thence S. 70°05'12" W. 89.34 feet to the point of beginning.

Section 11: S½; ALSO, Beginning at a point N. 0°06' W. 118.2 feet from the SW corner of the NW¼; thence N. 70°24' E. 5624.4 feet, more or less, to the Butte County Highway; thence S. 0°02' E. 2042.5 feet, more or less, to the E¼ corner of said Section 11; thence S. 89°54' W. 5301.8 feet, more or less, to the SW corner of the NW¼ of said Section 11; thence N. 0°06' W. 118.2 feet to the place of beginning:

EXCEPTING THEREFROM: A parcel of land being a portion of Sections 10 and 11, Township 3 North, Range 26 E.B.M., Butte County, Idaho, to-wit:
Commencing at the NE corner of said Section 11 monumented with a 5/8 inch diameter iron pin; thence N. 89°58'51" W. along the Northerly boundary of said Section 11, a distance of 529.70 feet; thence leaving said Northerly boundary S. 0°01'09" W. 803.66 feet to the point of beginning; thence S. 0°01'09" W. 70.18 feet; thence S. 72°30'49" W. 1,100.93 feet; thence N. 0°00'57" E. 25.26 feet; thence S. 70°18'44" W. 3,956.69 feet to a point on the Section line between Sections 10 and 11; thence S. 0°01'38" W. along said Section line. 118.20 feet to the ¼ corner common to said Section 10 and 11, monumented with a brass cap monument; thence leaving said Section line S. 89°57'57" W. along the center-section line of said Section 10 327.99 feet; thence S. 70°05'12" W. 2.46 feet; thence S. 0°01'12" W. 163.52 feet; thence S. 89°57'45" W. 330.28 feet; thence S. 0°00'47" W. 147.14 feet; thence N. 70°16'24" E. 5,227.29 feet; thence N. 78°49'41" E. 672.20 feet; thence N. 19°18'45" W. 278.38 feet; thence S. 70°18'44" W. 54.94 feet to the point of beginning.

COURT CERTIFICATE OF MAILING FOR BASIN-WIDE ISSUE NO. 1

Blair J. Grover
Grover Law Office
P. O. Box 36
Rigby, ID 83442-0036

William R. Hollifield
Hollifield Tolman
P. O. Box 66
Twin Falls, ID 83303-0066

Jerry R. Rigby
Rigby, Thatcher, Andrus, Rigby & Kam
P. O. Box 250
Rexburg, ID 83440

Don Aikele
Rt. 1, Box 60
Moore, ID 83255

Herman Aikele
Rt. 1, Box 61
Moore, ID 83255

Juel Aikele
Rt. 1, Box 63D
Moore, ID 83255

Ralph S. Parkinson
P. O. Box 228
Arco, ID 83213

P.U. Ranch
4500 Imperial Avenue
San Diego, CA 92113

Laird J. Lucas
Land & Water Fund of the Rockies
P. O. Box 1612
Boise, ID 83701

Mitchell D. Sorenson
Rt. 1, Box 63-A
Moore, ID 83255

Jay Doyle Jensen
Rt. 1, Box 43
Moore, ID 83255

Kirby A. Jensen
Rt. 1, Box 50
Moore, ID 83255

Sunset Trust Organization
c/o Arthur W. Quist, Mgr.
Rt. 1, Box 203
Arco, ID 83213

Young Harvey Walker
Rt. 1, Box 200
Arco, ID 83213

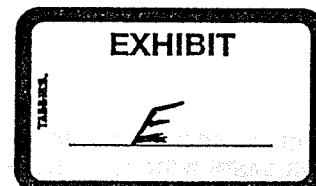
Patrick D. Brown
Hepworth, Nungester & Lezamiz
P.O. Box 389
Twin Falls, ID 83303

Mr. Bill Ringert
RINGERT CLARK CHARTERED
P.O. Box 2773
Boise, ID 83701-2773

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ELAM, BURKE & BOYD, Chartered
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Boise, ID 83701-1539

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Boise, ID 83701-1617

Roger Ling
Ling, Nielsen and Robinson
P.O. Box 396
Rupert, ID 83350



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Boise, ID 83702

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P.O. Box 910
Burley, ID 83318

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Rexburg, ID 83440

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Hogue, Speck & Aanestad
P.O. Box 987
Ketchum, ID 83340

Jeffrey Fereday
Givens Pursley & Huntley
P.O. Box 2720
Boise, ID 83701