

01/06/2004

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 25-7073E

NAME AND ADDRESS: BRENT E PARKER
PO BOX 134
RIRIE ID 83443

KRISTINE PARKER
PO BOX 134
RIRIE ID 83443

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.200 CFS
35.000 AFY

PRIORITY DATE: 08/01/1975

POINT OF DIVERSION:

T04N R40E S21 SENWSW Within JEFFERSON County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
IRRIGATION

PERIOD OF USE
04/01 11/01

QUANTITY
0.200 CFS
35.00 AFY

PLACE OF USE: IRRIGATION Within JEFFERSON County

T04N R40E S21 SWSW 10.0

10 ACRES TOTAL

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: License

THE FOLLOWING RIGHTS ARE DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE: 25-7017B, 25-7073A, 25-7073D, 25-7073E, AND 25-7073F.

Water Right 25-7073E

PROFILED

1

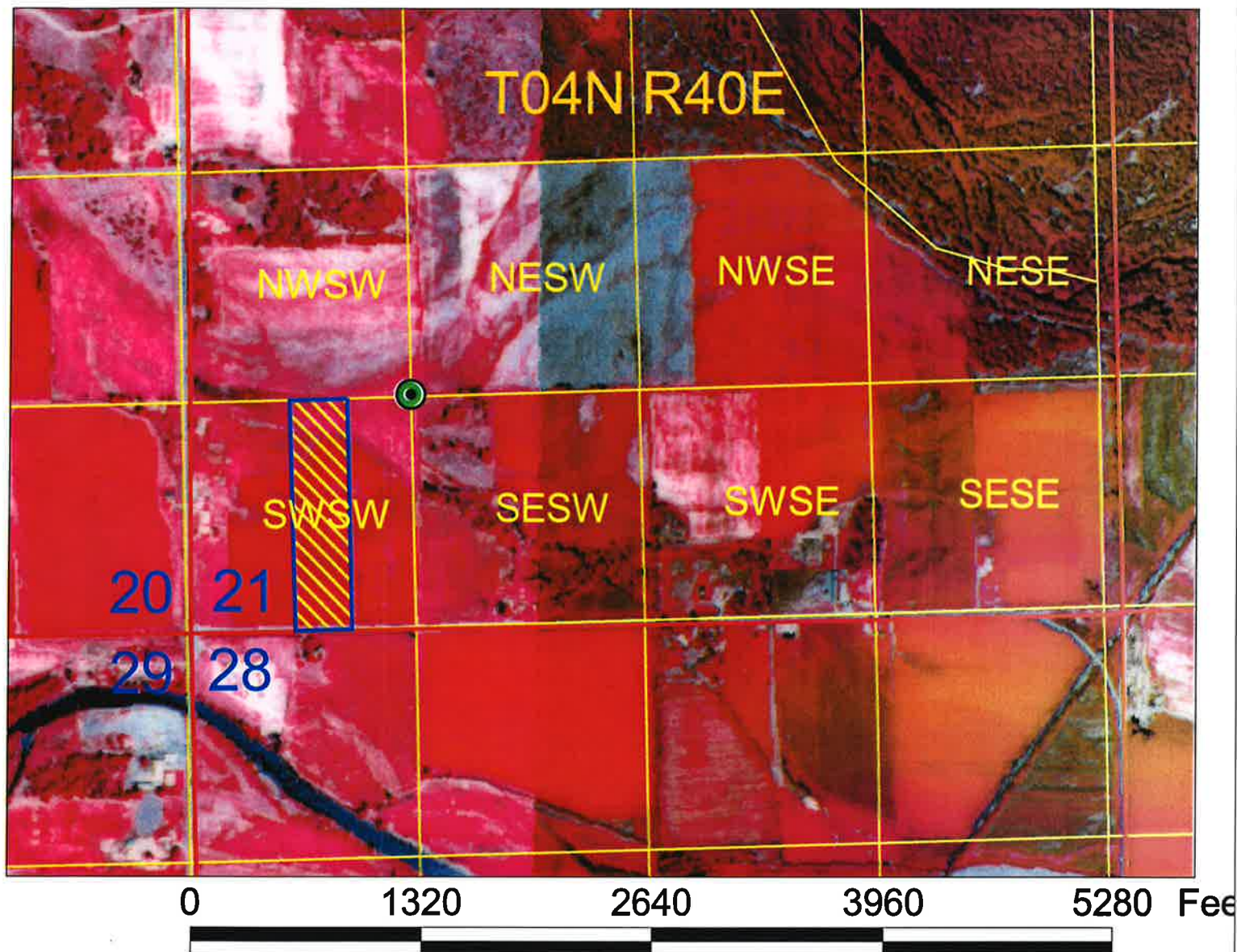
SCANNED

SEP 27 2004

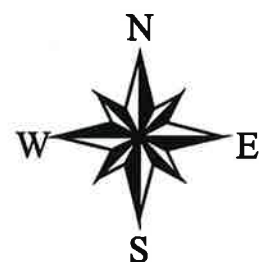


Department of Water Resources

Claim No.: 25-07073E



-  Point of Diversion
-  Place of Use
-  Sections
-  QQ



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SEP 27 2004

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GIS Place of Use Illustration
1987/88 NAPP Photography
Prepared by M. Holliday
Date: January 2004

AJ5809NP
No. A25-07073E

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/26/00
PAGE: 86

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	BRENT E PARKER	08/01/1975	IRRIGATION	04-01 11-01	0.225 CFS	
C	KRISTINE PARKER					
	PO BOX 134					
	RIRIE ID 83443					
	(208) 525-3102					
				TOTAL DIVERSION:	0.225 CFS	

Water Source: GROUNDWATER

Tributary to:

Stage: LICENSE

Point(s) of Diversion:

T04N R40E S21

SENWSW

JEFFERSON County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
04N	40E	21	:																	:	11.3
																				TOTAL ACRES	11.3

POU County: JEFFERSON

Other Water Rights with Same Point(s) of Diversion with Stage (Includes All Sources):

25-10814 A25-07017A A25-07017B A25-07073A A25-07073D A25-07073F A25-10814 R25-07073A

Other Water Rights Listing Overlapping Place(s) of Use:

A01-00035AC A01-00231 A01-00301 A25-07073 A25-07073B A25-07073C A25-07073D A25-07073F

Remarks: GEN PAID UNDER RECEIPT NO. E003888.

THIS CLAIM IS A PORTION OF A25-07073C.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:

Presumption Flag:

Audit: 02/02/00 ARUBERRY

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SEP 27 2004

AUG 01 2001

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.

CIVIL CASE NUMBER: 39576

Ident. Number: A25-07073E

Date Received: 11/ 8/1988

Receipt No: X777777

Received By:

COPY FOR
YOUR FILES

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

COPY FOR
YOUR FILES

1. Name: BRENT E PARKER
Address: PO BOX 134
RIRIE ID

208-525-3102

83443

AND

Name: KRISTINE PARKER
Address: PO BOX 134
RIRIE ID

208-525-3102

83443

2. Date of Priority: AUG 1, 1975

3. Source: GROUNDWATER

Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
04N	40E	21	SE	NW	SW		JEFFERSON

5. Description of diverting works:

65' WELL W/ 18" CASING W/ 100 HP PUMP TO MAINLINE/SPRINKLERS

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/01	11/01	0.225		

7. Total Quantity Appropriated is:

0.225 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is

Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
04N	40E	21	SW	SW		IRR	11.3

A2507073E



10. Place of Use: Continued

Section Acres 11.3

Total Acres 11.3

11. Place of use in counties: JEFFERSON

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

14. Remarks:

PAID UNDER RECEIPT NO. E003888.

THIS CLAIM IS A PORTION OF A25-07073C.

15. Basis of Claim: LICENSE

WATER RIGHT LICENSE

THIS IS TO CERTIFY, that GALE A. &/OR DELILA REED

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Irrigation	from April 1 to November 1	at 2.20 cfs and	385 acre feet
	from _____ to _____	at _____ cfs and	_____
	from _____ to _____	at _____ cfs and	_____

(both dates inclusive)

Description and location of place of use:

Twp.	Range	Sec.	NE 1/4		NW 1/4		SW 1/4		SE 1/4		Totals		
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4			
4N	40E	21						35		35	25	15	110

Witness: the seal and signature of the Director, affixed at Boise, Idaho, this 14 day of JUNE, 19 79.

Director



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

PROFILED
SCANNED

SEP 27 2004

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.

Department of Water Resources
Eastern Region

Incomplete forms will be returned.

RECEIVED

1. Water Right Number(s) 25-070730

APR 27 1999

Adjudication Claim Number(s) _____

Department of Water Resources
Eastern Region

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 - 208-483-2318

SWAN VALLEY ID 83449

4. New Owner/Claimant(s) _____

BRENT E. PARKER JR & KRISTINE PARKER

Name connector (Check one): ☒ AND, ☐ OR, ☐ AND/OR

New Mailing Address _____

P.O. BOX 134 RIRIE ID 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 _____

cubic feet per second

Number of homes _____

Other uses _____

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 Parker

Date 5-26-99

Date 5-26-99

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(Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)

8. 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.

% 04/04/1997 FROM V. SANDIFER
A25-07073A R. CAMERON

G.W. 08/01/1975 1.50 cfs

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

NWSE-35°

SWSE-25°

SESE-15°

75° AC

CLAYTON
A25-07073B

0.70 cfs

SWSW-35 AC

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

Parkhurst
A25-07073C
0.45 cfs
E²SWSW-22.7 AC (M/L)
SEC. 21
T.4N., R.40E.

SPLIT BY
40's (circled) 1999 ↗
1998 ↘

Anttrim
A25-07073D MAILED 6/6/98
0.25 cfs
W²SWSW-12.3 AC (M/L)
SEC. 21 T.4N., R.40E.

Parkhurst →
A25-07073E
0.225 cfs (TRACT #1)

W²E²SWSW ≈ 10 AC (M/L) 11.35 AC
SEC. 21 T.4N., R.40E.

SPLIT BY
40's 11/5/99
1999 ↘

MORRISON
A25-07073F
0.225 cfs (TRACT #2)
E²E²SWSW ≈ 10 AC (M/L) 11.35 AC
SEC. 21 T.4N., R.40E.



10/29/99

CC: TO Brown Parkhurst & Romston's

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SEP 27 2004

PROFILED

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 A25-07073C

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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SEP 27 2004

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MAY 26 1999

Department of Water Resources
Eastern Region

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
 Judith E. Wright Trust Officer

[CORPORATE SEAL]

Key Trust Company Of The West

By

Amy M. Brewster
 Amy M. Brewster Vice President

STATE OF UTAH,

County of Weber

RECEIVED BY

ASSESSOR

For PLATTING

Date 2-11-95 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
 instrument 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
 personally acknowledged to me that said corporation executed the same and that the seal affixed



Lynette Shupe
 Notary Public.

My residence is _____

MAY 26 1999

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PROFITED

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20
Dariusz Furczyk

No. 88,80.0N

1312.75-

Front East Garden
27584
277193

Bank of Commerce
 275 8th St.
 278036

5th. 5. 1880

1. THX

1882, 81
61.4576

811581

895.63

5000' 09" E 1316.72

50° 09' 25" E 131° 59'

521

40.00

112.24
Cmch

March 22nd

$\frac{1106.93}{N. 89.31.17. W}$

1887

663.44

6010

6155

6020

EXUL

Book of Commerce
Quotation of R. Clayton

98086
108516

2656-13.

i x 41

5109

2,100.85
000

407.78

0000 M

SEP 27 2004

101 E 99

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 L. CLAYTON JR., L.L.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.

RECEIVED

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
\$12,500.00 (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 at 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 per-
formed 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, fumi-
gate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not ex-
cluding 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 deter-
mine, 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 ex-
penditure 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 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 pro-
vided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after the date Beneficiary does not waive his right either to require prompt payment thereof or
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 effecting 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 in-
debtedness 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 ex-
ecute 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 records of each county wherein said real property or some part thereof is situated.

LTW 5-2559

SEP 27 2004

PROFILED

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 & ESTATE CO.

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 state now held by you under the same.

For To: _____

SCANNED

SEP 27 2004

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

PROFILED

STATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

RECEIVED
NOV 10 1999
Department of Water Resources
Eastern Region

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.

1. Water Right Number(s) 25-07073C *E-Parkhurst*
Adjudication Claim Number(s) F-Morrison *RECEIVED MAY 26 1999*
Department of Water Resources
Eastern Region

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 **SCANNED** Date 11-5-99

SEP 27 2004 Date _____

(Corporations or other organizations must submit a list of directors/officers demonstrating authority to sign form.)
8. 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.

PROFILED