

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

RECEIVED
NOV 25 2008
 DEPT. OF WATER RESOURCES
 SOUTHERN 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 (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
4D 36-14343					

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 on file with the county Planning and Zoning or Recorder's Office).

OR

- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **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)	<u>Lanny D. Harmon</u> <u>29800 Dixie Road</u> <u>Parma, ID 83600</u>
4. New Owner/Claimant(s)	<u>Carlos Flores</u> Name Connector (Check one): [] and, [] or, [] and/or
New Mailing Address	<u>417 Nicole Drive</u>
City, State and ZIP Code	<u>Jerome, ID 83338</u>
New Telephone Number	<u>(208) 316-0597</u> Email: <u>---</u>

5. Date you acquired the property June 6, 2008
6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 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 (you may copy this page, if 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 will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

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.

7. Signature(s) of New Owner(s) or Claimant(s) Carlos Gomez
(title if applicable)
(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by [Signature]
 Received by [Signature]
 Processed by [Signature] AJ

Date 11/25/08
 Date 11/24/08
 Date _____

Receipt Amt. \$25
 Receipt No. 5030557
 WR _____ Date _____

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
199 Country Lane
Jerome, ID 83338

Instrument # 2083079
JEROME COUNTY, JEROME, IDAHO
6-9-2008 04:12:43 No. of Pages: 4
Recorded for: FIRST AMERICAN TITLE
MICHELLE EMERSON Fee: 12.00
Ex-Officio Recorder Deputy *Chen*

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 254129-J (tc)

Date: June 02, 2008

For Value Received, **Lanny Dean Harmon, a single man**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Carlos Flores, a married man as his sole and separate property**, hereinafter called the Grantee, whose current address is **417 Nicole Dr., Jerome, ID 83338**, the following described premises, situated in **Jerome County, Idaho**, to-wit:

PARCEL NO. 1:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

SECTION 2: THAT PART OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 2;
THENCE NORTH 0°11'53" WEST, ALONG THE WEST BOUNDARY OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$, 1318.97 FEET TO THE SOUTHWEST CORNER OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$;
THENCE SOUTH 89°44'45" EAST, ALONG THE SOUTH BOUNDARY OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$, 704.01 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 89°44'45" EAST, ALONG THE SOUTH BOUNDARY OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$, 615.99 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$ SAID SECTION 2;
THENCE NORTH ALONG THE EAST BOUNDARY OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$, 1320.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$;
THENCE WEST ALONG THE NORTH BOUNDARY OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$, 1320.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$;
THENCE SOUTH 0°11'53" EAST ALONG THE WEST BOUNDARY OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$, 918.22 FEET, MORE OR LESS TO A POINT IN THE CENTERLINE OF AN IRRIGATION LATERAL, SAID POINT LIES NORTH 0°11'53" WEST, 401.78 FEET FROM THE SOUTHWEST CORNER OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$, SAID SECTION 2;
THENCE ALONG THE CENTERLINE OF SAID IRRIGATION LATERAL THE FOLLOWING COURSES AND DISTANCES:
NORTH 49°04'29" EAST, 163.64 FEET;
NORTH 61°20'05" EAST, 259.26 FEET;
NORTH 68°02'39" EAST, 69.86 FEET;
NORTH 57°39'23" EAST, 58.46 FEET;
NORTH 67°24'36" EAST, 69.74 FEET;
NORTH 79°14'14" EAST, 151.09 FEET;
NORTH 80°45'35" EAST, 24.98 FEET;
THENCE DEPARTING FROM SAID CENTERLINE OF AN IRRIGATION LATERAL SOUTH 0°11'53" EAST, 752.88 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM A PART OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$, DESCRIBED AS FOLLOWS:

Date: 06/02/2008

Warranty Deed
continued

File No.: 254129-J (tc)

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 2;
THENCE NORTH 0°11'53" WEST, ALONG THE WEST BOUNDARY OF THE SW¼SE¼, 1318.97
FEET TO THE SOUTHWEST CORNER OF THE NW¼SE¼;
THENCE CONTINUING NORTH 0°11'53" WEST, ALONG THE WEST BOUNDARY OF THE
NW¼SE¼, 401.78 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF AN
IRRIGATION LATERAL TO THE TRUE POINT OF BEGINNING;
THENCE ALONG THE CENTERLINE OF SAID IRRIGATION LATERAL THE FOLLOWING
COURSES AND DISTANCES:
NORTH 49°04'29" EAST, 163.64 FEET;
NORTH 61°20'05" EAST, 259.26 FEET;
NORTH 68°02'39" EAST, 69.86 FEET;
NORTH 57°39'23" EAST, 58.46 FEET;
NORTH 67°24'36" EAST, 69.74 FEET;
NORTH 79°14'14" EAST, 151.09 FEET;
NORTH 80°45'35" EAST, 24.98 FEET;
THENCE DEPARTING FROM SAID CENTERLINE OF AN IRRIGATION LATERAL NORTH
0°11'53" WEST, PARALLEL TO THE WEST BOUNDARY OF THE NW¼SE¼ TO THE NORTH
BOUNDARY OF THE NW¼SE¼;
THENCE WEST ALONG THE NORTH BOUNDARY OF THE NW¼SE¼ TO THE NORTHWEST
CORNER OF THE NW¼SE¼;
THENCE SOUTH 0°11'53" WEST ALONG THE WEST BOUNDARY OF THE NW¼SE¼, 918.22
FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL NO 2:

AN EASEMENT FOR INGRESS AND EGRESS, 25.00 FEET ON EACH SIDE OF THE FOLLOWING
DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 2;
THENCE NORTH 89°45'00" WEST, ALONG THE SOUTH BOUNDARY OF SECTION 2, 714.48
FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 0°15'00" EAST, 1343.98 FEET;
THENCE SOUTH 89°44'45" EAST, 763.97 FEET;
THENCE NORTH 2°33'10" EAST, 209.49 FEET;
THENCE NORTH 1°41'03" WEST, 169.56 FEET;
THENCE NORTH 52°52'19" EAST, 215.04 FEET;
THENCE NORTH 61°21'27" EAST, 217.08 FEET;
THENCE NORTH 62°50'15" EAST, 123.68 FEET;
THENCE NORTH 80°00'49" EAST, 167.78 FEET TO A POINT ON THE WEST BOUNDARY OF THE
ABOVE DESCRIBED PROPERTY.

Together with 18.67 shares of North Side Canal Company Water Shares

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and
zoning ordinances and use regulations and restrictions of record, and payment of accruing present year
taxes and assessments as agreed to by parties above.

Date: 06/02/2008

Warranty Deed
continued

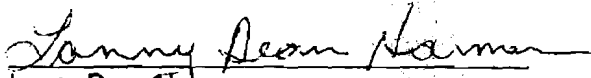
File No.: 254129-J (tc)

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 06/02/2008

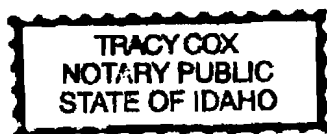
Warranty Deed
- continued

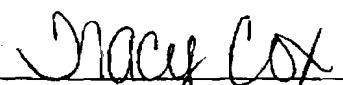
File No.: 254129-J (tc)


Lanny Dean Harmon

STATE OF Idaho)
SS.
COUNTY OF Jerome)

On this **Fifth day of June, 2008**, before me, a Notary Public in and for said State, personally appeared **Lanny Dean Harmon**, known or identified 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.




Notary Public for the State of Idaho
Residing at: **Residing at: Jerome, Idaho**
My Commission Expires: **Commission Expires: 6-12-2012**

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
199 Country Lane
Jerome, ID 83338

RECEIVED
NOV 25 2008
DEPT. OF WATER RESOURCES
SOUTHERN REGION

Instrument # 2083104

JEROME COUNTY, JEROME, IDAHO
6-11-2008 03:22:51 No. of Pages: 7
Recorded for : FIRST AMERICAN TITLE
MICHELLE EMERSON Fee: 21.00
Ex-Officio Recorder Deputy *[Signature]*

Space Above This Line for Recorder's Use Only

File No. 254129-J (tc)

DEED OF TRUST

THIS DEED OF TRUST, made this 06/02/2008, between Carlos Flores, a married man as his sole and separate property, herein called GRANTOR(S), whose address is 417 Nicole Dr., Jerome, ID 83338, and First American Title Company, herein called TRUSTEE, and ~~Larry~~ LANNY Harmon, a single man, herein called BENEFICIARY, whose address is 29800 Dixie Road, Parma, ID 83600.

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 Jerome, State of Idaho, described as follows and containing not more than Forty acres in area:

PARCEL NO. 1:

TOWNSHIP 8 SOUTH, RANGE 16 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

SECTION 2: THAT PART OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 2;
THENCE NORTH 0°11'53" WEST, ALONG THE WEST BOUNDARY OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$, 1318.97 FEET TO THE SOUTHWEST CORNER OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$;
THENCE SOUTH 89°44'45" EAST, ALONG THE SOUTH BOUNDARY OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$, 704.01 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 89°44'45" EAST, ALONG THE SOUTH BOUNDARY OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$, 615.99 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$ SAID SECTION 2;
THENCE NORTH ALONG THE EAST BOUNDARY OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$, 1320.00 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE NW $\frac{1}{4}$ SE $\frac{1}{4}$;
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NORTH 61°20'05" EAST, 259.26 FEET;
NORTH 68°02'39" EAST, 69.86 FEET;

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NORTH 57°39'23" EAST, 58.46 FEET;
NORTH 67°24'36" EAST, 69.74 FEET;
NORTH 79°14'14" EAST, 151.09 FEET;
NORTH 80°45'35" EAST, 24.98 FEET;
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EAST, 752.88 FEET TO THE TRUE POINT OF BEGINNING.

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THENCE NORTH 52°52'19" EAST, 215.04 FEET;
THENCE NORTH 61°21'27" EAST, 217.08 FEET;
THENCE NORTH 62°50'15" EAST, 123.68 FEET;

Deed of Trust
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THENCE NORTH 80°00'49" EAST, 167.78 FEET TO A POINT ON THE WEST BOUNDARY OF THE ABOVE DESCRIBED PROPERTY.

TOGETHER WITH all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in anywise appertaining, and 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:

1. Performance of each agreement of Grantor herein contained.
2. Payment of the indebtedness evidenced by a promissory note, of even date herewith, and any extension or renewal thereof, in the principal sum of **one hundred twenty thousand Dollars (\$120,000.00)** payable to Beneficiary or order and made by Grantor, the final payment of principal and interest thereof, if not sooner paid, to be finally due and payable **July 1, 2013**.
3. 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 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 loans, advances or expenditures 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 performed and materials furnished; 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, 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.
 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 attorneys' 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

Deed of Trust

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- 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 expenditure at the note rate.
 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, in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.
8. 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 as "the person or persons legally entitled thereto."

Deed of Trust

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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 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 attorneys' 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 the Beneficiary under the Deed of Trust, 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 payments of: all sums expended under the terms hereof, not then repaid, with accrued interest at the note rate; 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 owner and holder 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 party unless brought by Trustee.

Deed of Trust
File No. 254129-J (tc)

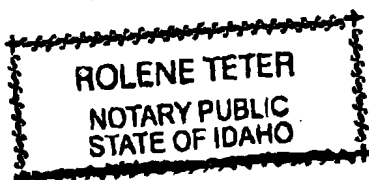
9. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a Trustee or Trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the County in which the property herein described is situated, 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.

Carlos Flores
Carlos Flores

STATE OF Idaho)
SS.
COUNTY OF Jerome)

On this **Sixth day of June, 2008**, before me, a Notary Public in and for said State, personally appeared **Carlos Flores**, known or identified 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.



Rolene Teter
Notary Public for the State of Idaho
Residing at: **Residing at: Twin Falls, Idaho**
My Commission Expires: **Commission expires: 6-24-2009**

Deed of Trust
File No. 254129-J (tc)

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

_____, Idaho _____, 20____

To: _____ Trustee

You are hereby authorized and requested to cancel all evidences of indebtedness secured by said Deed of Trust and to reconvey, without warranty, all the estate now held by you thereunder and deliver same to _____

The undersigned hereby certifies that _____ is the legal owner and holder of the debt secured by the within Deed of Trust. All sums secured thereby have been fully paid and satisfied.

Address: _____ By: _____

_____ By: _____

Telephone _____

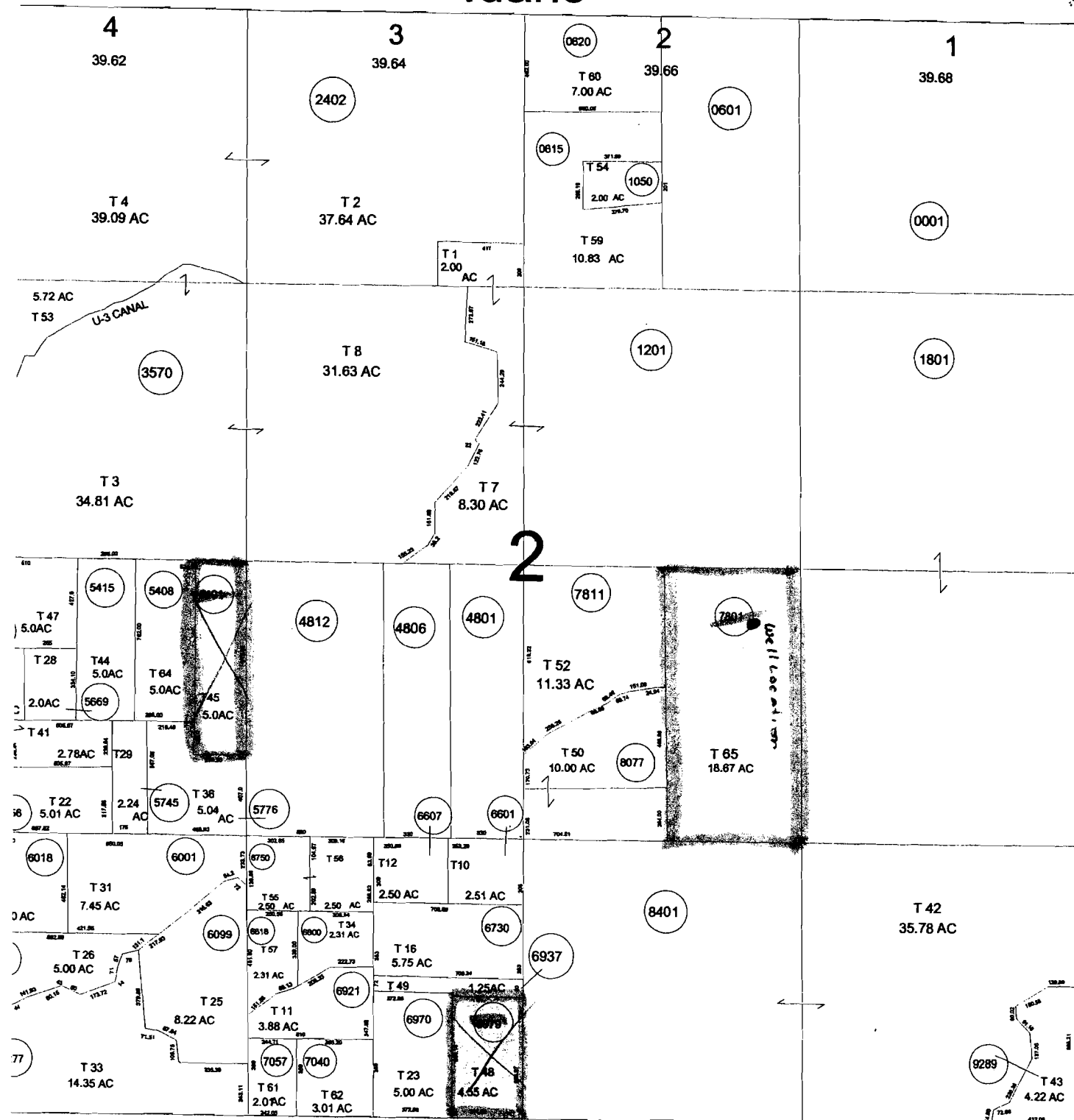
Township 8 South Range 16 East

Section 2

Jerome County

Idaho

RECEIVED
NOV 25 2008
DEPT. OF WATER RESOURCES
SOUTHERN REGION



We have taken extreme care to insure accuracy. However, we assume no responsibility for errors or omissions.

All canals and ditches are approximated from aerial maps.

Date Printed 06/27/2005
Chandra Blackmon
Jerome County Assessors Office