

RECEIVED

JUL - 6 2004

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

DEPARTMENT OF WATER RESOURCES

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 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
35-4151B					
35-4263					
35-2694					

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) is 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)

Thompson Farms Partnership
493 S. 1200 W., Pingree, ID 83262

4. New Owner/Claimant(s)

Raymond G. Parks, Paula G. Parks, Alan G. Parks, Nicole L. Parks
 Name Connector (Check one): ☐ and, ☐ or, ☒ and/or

New Mailing Address

927 West 200 North

City, State and ZIP Code

Blackfoot, ID 83221

New Telephone Number

(208) 684-4816

5. Date you acquired the property

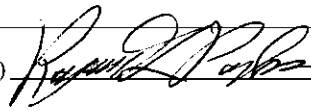
June 23, 2004

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)
(include title if applicable)



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 <u>MC</u>	Date <u>7-16-04</u>	Fee <u>\$575.00</u>	
Received by <u>MC</u>	Date <u>7-16-04</u>	Receipt No. <u>C094395</u>	
Processed by _____	AJ Date _____	WR _____	Date _____

The coverage of this policy shall continue in force until the date of Policy in favor of an insured only so long as the insured is the owner of the property.

authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all

OR SETTLEMENT.

The Company's Right of Subrogation. ever the Company shall have settled and paid a claim, this policy shall be void.

RECEIVED

JUL 16 2004

Department of Water Resources

OWNER'S POLICY

SCHEDULE A

Order No.: **B50208**

Policy No.: **J 1929736**

Reference No.:

Amount of Insurance: **\$ 695,300.00**

Premium: **\$ 2,096.00**

Endorsements: **None**

\$

Date of Policy: **June 24, 2004** at **11:49 AM**

1. Name of Insured:

Raymond G. Parks and Paula G. Parks and Alan G. Parks and Nicole L. Parks

2. The estate or interest in the land which is covered by this policy is:

A fee simple interest

3. Title to the estate or interest in the land is vested in:

Raymond G. Parks and Paula G. Parks, husband and wife and Alan G. Parks and Nicole L. Parks, husband and wife

4. The land referred to in this policy is described as follows:

Parcel 1:

Part of the S½SE¼ of Section 8 and the E½ of Section 17, Township 2 South, Range 34 E.B.M., Bingham County, Idaho, described as: Beginning at the NE corner of said Section 17 and running thence S. 00°05'39" W. 5365.26 feet along the section line to the SE corner of said Section 17; thence N. 89°58'02" W. 2654.88 feet along the section line to the S¼ corner of said Section 17; thence N. 00°13'20" E. 5366.12 feet along the N-S Half section line to the N¼ corner of said Section 17; thence in said Section 8, N. 00°23'33" E. 1264.12 feet to a fence line; thence S. 87°50'51" E. 2646.31 feet along said fence line to its intersection with the E. line of said Section 8; thence S. 00°30'07" W. 1167.12 feet along the section line to the point of beginning.

**OWNER'S POLICY
SCHEDULE A
(Continued)**

Order No.: **B50208**

Parcel 2:

**Township 2 South, Range 34 E.B.M., Bingham County, Idaho
Section 20: N $\frac{1}{2}$ NE $\frac{1}{4}$, EXCEPT Commencing at the NE corner of said
Section 20 and running thence West along the North section line 200
feet; thence South 700 feet; thence East 200 feet; thence North 700 feet
to the point of beginning, ALSO EXCEPT Commencing at the SE corner
of said N $\frac{1}{2}$ NE $\frac{1}{4}$; thence West along the South line of said N $\frac{1}{2}$ NE $\frac{1}{4}$ 200
feet; thence North 387 feet; thence East 200 feet; thence South 387 feet
to the point of beginning, ALSO EXCEPT county roads.**

WARRANTY DEED

542431

For Value Received Thompson Brothers LLC.

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Raymond G. Parks and Paula G. Parks, husband and wife, and Alan G. Parks and Nicole L. Parks, husband and wife

whose address is: 927 W 200 N Blackfoot ID 83221

Hereinafter called the Grantee, the following described premises situated in Bingham County, , to-wit

Part of the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 8 and the E $\frac{1}{2}$ of Section 17, Township 2 South, Range 34 E.B.M., Bingham County, Idaho, described as: Beginning at the NE corner of said Section 17 and running thence S. 00°05'39" W. 5365.26 feet along the section line to the SE corner of said Section 17; thence N. 89°58'02" W. 2654.88 feet along the section line to the S $\frac{1}{4}$ corner of said Section 17; thence N. 00°13'20" E. 5366.12 feet along the N-S Half section line to the N $\frac{1}{4}$ corner of said Section 17; thence in said Section 8, N. 00°23'33" E. 1264.12 feet to a fence line; thence S. 87°50'51" E. 2646.31 feet along said fence line to its intersection with the E. line of said Section 8; thence S. 00°30'07" W. 1167.12 feet along the section line to the point of beginning.

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.

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.

Dated: June 23, 2004

Thompson Brothers LLC.

BY: Daryl K Thompson MemberBY: Paul D Thompson Member

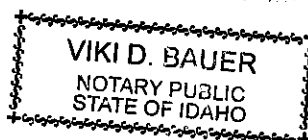
STATE OF IDAHO

)ss.

COUNTY OF BINGHAM

On this 23rd day of June, 2004, before me VIKI D BAUER, personally appeared DARYL K THOMPSON AND PAUL D THOMPSON, known or identified to me (or proved to me on the oath of), to be the managers or members of the limited liability company that executed the instrument or the persons who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

Viki D Bauer
Notary Public of Idaho
Residing at: BLACKFOOT, Idaho
Commission Expires: 03/29/08



FIRST AMERICAN TITLE COMPANY

2004 JUN 24 AM 11:49
RECORDED AT THE REQUEST OF
FEE 300 DEP. DP
BINGHAM COUNTY RECORDER
BLACKFOOT, IDAHO

542431

WARRANTY DEED

542432

For Value Received Arden F. Smith and Jan T. Smith, husband and wife, as to an undivided $\frac{1}{2}$ interest; and Thompson Brothers, LLC, as to an undivided $\frac{1}{2}$ interest

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Raymond G. Parks and Paula G. Parks, husband and wife, and Alan G. Parks and Nicole L. Parks, husband and wife

whose address is: 927 W 200 N, Blackfoot Id 83221

Hereinafter called the Grantee, the following described premises situated in Bingham County, , to-wit

Township 2 South, Range 34 E.B.M., Bingham County, Idaho

Section 20: N $\frac{1}{2}$ NE $\frac{1}{4}$, EXCEPT Commencing at the NE corner of said Section 20 and running thence West along the North section line 200 feet; thence South 700 feet; thence East 200 feet; thence North 700 feet to the point of beginning, ALSO EXCEPT Commencing at the SE corner of said N $\frac{1}{2}$ NE $\frac{1}{4}$; thence West along the South line of said N $\frac{1}{2}$ NE $\frac{1}{4}$ 200 feet; thence North 387 feet; thence East 200 feet; thence South 387 feet to the point of beginning, ALSO EXCEPT county roads.

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.

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.

Dated: June 23, 2004

Thompson Brothers LLC

BY: Daryl K Thompson Member
Daryl K Thompson, Member

BY: Paul D Thompson - member
Paul D Thompson, Member

Arden F Smith
Arden F Smith

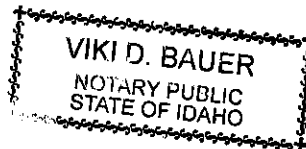
Jan T Smith
Jan T Smith

BINGHAM COUNTY RECORDER
 BLACKFOOT, IDAHO
 2004 JUN 24 AM 11:49
 RECORDED AT THE REQUEST OF
 FIRST AMERICAN TITLE COMPANY

STATE OF IDAHO
)ss.
COUNTY OF BINGHAM

On this 23rd day of June, 2004, before me VIKI D BAUER, personally appeared DARYL K THOMPSON AND PAUL D THOMPSON, known or identified to me (or proved to me on the oath of), to be the managers or members of the limited liability company that executed the instrument or the persons who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

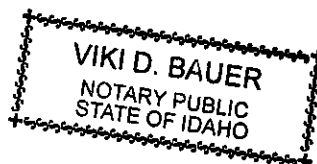
Viki D. Bauer
Notary Public of Idaho
Residing at BLACKFOOT, Idaho
Commission Expires: 03/29/08



STATE OF IDAHO)
COUNTY OF BINGHAM))ss.

On this 24 day of JUNE, in the year of 2004, before me VIKI D BAUER, personally appeared ARDEN F SMITH AND JAN T SMITH, known or identified to me (or proved to me on the oath of), to be the person(s) whose name(s) ARE subscribed to the within instrument, and acknowledged to me that THEY executed the same.

Viki D. Bauer
Notary Public of Idaho
Residing at BLACKFOOT
Commission Expires: 3/29/08



542432

BUY / SELL AGREEMENT

THIS AGREEMENT made and entered into this 10th day of June, 2004 by and between THOMPSON BROTHERS, LLC, and ARDEN F. SMITH and JAN T. SMITH, husband and wife, hereinafter referred to as "Sellers" and RAYMOND G. PARKS and PAULA G. PARKS, husband and wife, and ALAN G. PARKS and NICOLE L. PARKS, husband and wife, hereinafter referred to as "Buyers,"

WHEREAS, the Sellers are owners of certain property located in Bingham County, Idaho, and desire to sell such property,

AND WHEREAS, Sellers are purchasing another piece of like kind property to exchange under at 1031 exchange,

AND WHEREAS, the Buyers desire to purchase said property as currently owned by the Sellers, located in Bingham County, Idaho,

AND WHEREAS, the property subject to this agreement is to be used pursuant to a 1031 property exchange agreement that is being handled through Exchange Services, Inc., and Exchange 04-2489, LLC, an Idaho Limited Company, who is the holding Company on the 1031 exchange. This property is to be exchanged to the 1031 exchange that the Sellers have heretofore designated in a separate transaction.

NOW THEREFORE, the parties hereby covenant, contract, and agree as follows:

1. PROPERTY: The property subject to this agreement is described in Exhibit A, attached hereto and incorporated herein by this reference.
2. PERSONAL PROPERTY: The personal property included in the sale includes

three 8 tower Valley pivots, 7 mixed handlines, 2 seventy-five horsepower pumps with motors and 1 one hundred horsepower pump and motor.

3. PURCHASE PRICE: The purchase price shall be the total sum of \$695,300.00. Such sum is payable as follows:

- a. \$5,000.00 Earnest Money deposited upon execution of this agreement and payable to Exchange 04-2489 LLC or its designee.
- b. the balance due and payable upon closing.

4. CONDITION OF PROPERTY: The Buyers are purchasing the property 'as is.'

5. TIME IS OF THE ESSENCE: The parties agree that time is of the essence and closing is critical to take place in a timely manner.

6. TAXES: The taxes shall be pro rated as of July 1, 2004. That parties shall use the tax assessment for 2003. Therefore, the Sellers shall give credit at closing for tax proration of \$1,216.13.

7. TITLE INSURANCE: The Sellers shall furnish the title insurance to the Buyers through First American Title Company.

8. TRANSFER OF TITLE: The Sellers shall sign a Warranty Deed to Exchange 04-2489, LLC, and which shall be held by Exchange Services, Inc., and Exchange 04-2489, LLC, an Idaho Limited Company, who is the holding Company on the 1031 exchange until receipt of payment in full, at which time they will properly deed the property pursuant to the 1031 exchange.

9. TRANSFER OF EXISTING LEASE: The property subject to this sale is currently being leased to Shawn Ellis for 2004. The Buyers shall assume all of the

obligations as Lessor under the lease and shall be entitled to all of the 2004 lease payments.

10. DOCUMENT PREPARATION: Each party shall pay one-half the cost of the preparation and handling of this transaction, including closing costs, document preparation and attorney fees.

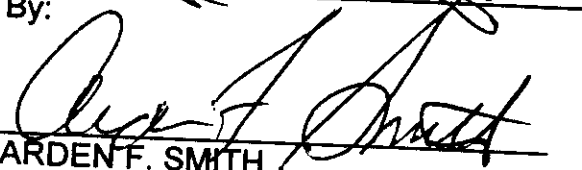
11. CLOSING DATE: The closing date shall be July 1, 2004.

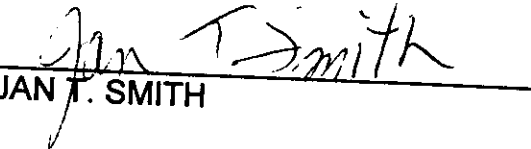
DATED and signed this 22 day of June, 2004.

SELLERS:

THOMPSON BROTHERS, LLC

By:


ARDEN F. SMITH

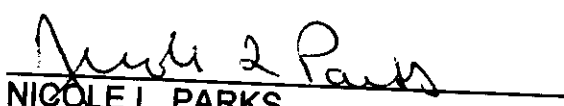

JAN T. SMITH

BUYERS:


RAYMOND G. PARKS


PAULA G. PARKS

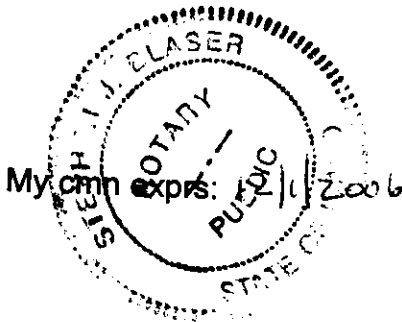

ALAN G. PARKS


NICOLE L. PARKS

STATE OF IDAHO)
County of Bingham) ss.
)

On this 22 day of June, 2004, before me, a notary public, personally appeared Dan Thompson known to me to be the agent, of Thompson Brothers, LLC, that executed the instrument or the persons who executed the instrument on behalf of said Limited Liability Company, and acknowledged to me that such Limited Liability Company executed the same.

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

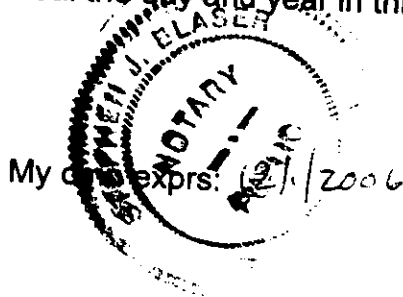


Steven J. Elaser
Notary Public for State of Idaho
Residing at Blackfoot

STATE OF IDAHO)
County of Bingham) ss.
)

On this 22 day of June, 2004, before me, the undersigned, a notary public in and for said state, personally appeared ARDEN F. SMITH and JAN T. SMITH, husband and wife, 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.

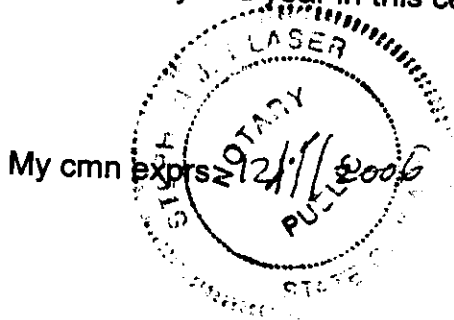


Steven J. Elaser
Notary Public for State of Idaho
Residing at Blackfoot

STATE OF IDAHO)
) ss.
County of Bingham)

On this 22 day of June, 2004, before me, the undersigned, a notary public in and for said state, personally appeared RAYMOND G. PARKS and PAULA G. PARKS, husband and wife, 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.

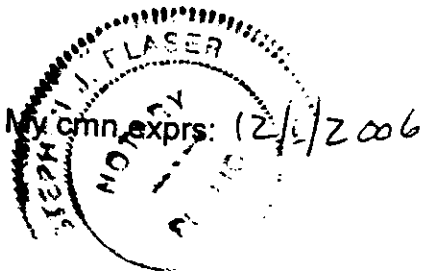


Stephen J. Flaser
Notary Public for State of Idaho
Residing at Blackfoot

STATE OF IDAHO)
) ss.
County of Bingham)

On this 22 day of June, 2004, before me, the undersigned, a notary public in and for said state, personally appeared ALAN G. PARKS and NICOLE L. PARKS, husband and wife, 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.



Stephen J. Flaser
Notary Public for State of Idaho
Residing at Blackfoot

T437
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T25743
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HFL

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NHE

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8
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T25743

44.8

