

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED ✓

MAY 13 2026

DEPT. OF WATER RESOURCES
SOUTHERN REGION

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
36-13419	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name:

Charles Edward Topiff

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Mark & Lori Harrison

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or

1265 W Hwy 25

Mailing address

Heyburn

City

ID

State

83336

Zip

208-431-0005-mark

Telephone

harrisonranchequipment@gmail.com

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: Feb 24, 2003

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐

- o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:

- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☐ Filing fee (see instructions for further explanation):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature:

Mark Harrison

Signature of new owner/claimant

Title, if applicable

5-12-2026

Date

MARK HARRISON

Print name

- Signature:

Lori I McCoy-Harrison

Signature of new owner/claimant

Title, if applicable

5-12-2026

Date

LORI I MCCOY-HARRISON

Print name

For IDWR Office Use Only:

Received by K Stanton Date 5-13-2026

Receipt No. 5041065

Receipt Amt. 25.00

Active in the Water Supply Bank? Yes ☐ No ☐

If yes, forward to the State Office for processing

W-9 received? Yes ☐ No ☐

Name on W-9 _____

Approved by _____

Processed by SM

Date 8/4/2026

WARRANTY DEED

#36852 *mc*

463998

For Value Received

HAWLEY A. HARRISON JR. and EMMA J. HARRISON, Husband and Wife

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

MARK H. HARRISON and LORI I. MCCOY-HARRISON, Husband and Wife
Address: 1265 WEST HIGHWAY 25, HEYBURN, ID 83336

Hereinafter called the Grantee, the following described premises situated in Minidoka County, Idaho, to-wit:

SEE ATTACHED EXHIBIT "A"

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2003 and subsequent years, a lien, but not yet due or payable.

Assessments of the A & B Irrigation District and the rights and powers of said District as by law provided.

Power Line Easement from Alberto T. Avilla and Enedina G. Avilla, his wife, to Idaho Power Company, a corporation, dated July 25, 1957 and recorded May 12, 1958 as Instrument No. 132720 in Book 36 of Miscellaneous on Page 450, records of Minidoka County, Idaho.

Power Line Easement from Alberto L. Avilla and Josephine C. Avilla, his wife, to Idaho Power Company, a corporation, dated October 31, 1957 and recorded May 12, 1958 as Instrument No. 132721 in Book 36 of Miscellaneous on Page 449, records of Minidoka County, Idaho.

Power Line Easement from Charles E. Topliff and Ida Mae Topliff, his wife, to Idaho Power Company, a corporation, dated May 1, 1969 and recorded June 17, 1969 as Instrument No. 204554, records of Minidoka County, Idaho, over and across the NW¼NW¼ of Section 6, Township 10 South, Range 22 East of the Boise Meridian.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Instrument # 463998

MINIDOKA COUNTY, RUPERT, IDAHO
2003-02-24 04:27:00 No. of Pages: 4
Recorded for : BURLEY LAND TITLE
DUANE SMITH Fee: 12.00
Ex-Officio Recorder Deputy *LD*

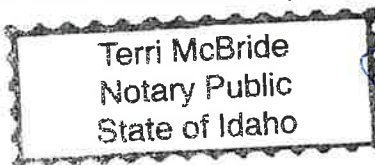
Dated: February 24, 2003

Hawley A. Harrison Jr.
HAWLEY A. HARRISON JR.

Emma J. Harrison
EMMA J. HARRISON

STATE OF IDAHO)
) ss.
COUNTY OF CASSIA)

On this 24th day of February, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared **HAWLEY A. HARRISON JR. and EMMA J. HARRISON**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Terri McBride
Notary Public
Residing at: *Rupert*
My Commission expires: *2-5-08*

Exhibit "A"

PARCEL NO. 1:

Part of Farm Unit F, Tract F, in Section 31 of Township 9 South, Range 22 East of the Boise Meridian and part of Farm Unit D, Tract D, and Farm Unit F, Tract F in Section 6 of Township 10 South, Range 22 East of the Boise Meridian, Minidoka County, State of Idaho, more particularly described as follows:

Beginning at the S $\frac{1}{4}$ section corner of said Section 31, said corner marked by a U.S. Reclamation Service iron pipe with brass cap; thence South 89°29'56" East along the South line of Section 31 for a distance of 474.55 feet to the Tract Line on the Centerline of Lateral "G" which shall be the Point of Beginning; Thence North 88°03'56" West (North 88°04' West, rec.) along said lateral centerline and the tract line of Tract F for a distance of 43.56 feet; Thence North 01°55'59" East along the centerline of Lateral "G-9.2" and the tract line of Tract F for a distance of 60.06 feet; Thence North 29°08'00" East along said lateral centerline and the tract line of Tract F for a distance of 312.84 feet; Thence North 60°11'00" East along said lateral centerline and the tract line of Tract F for a distance of 325.38 feet (326.7 feet rec.); Thence South 84°29'00" East along said lateral centerline and the tract line of Tract F for a distance of 98.54 feet; Thence South 12°57'03" East for a distance of 5.38 feet to a $\frac{1}{2}$ inch rebar; Thence South 12°57'03" East for a distance of 477.27 feet to a $\frac{1}{2}$ inch rebar; Thence South 02°07'02" West for a distance of 525.06 feet to a $\frac{1}{2}$ inch rebar; Thence South 64°37'59" West for a distance of 573.30 feet to a $\frac{1}{2}$ inch rebar; Thence along a non-tangent curve to the left for a distance of 392.74 feet to a $\frac{1}{2}$ inch rebar, said curve having a radius of 1177.62 feet and a central angle of 19°06'29" with a long chord bearing of South 79°43'37" West for a distance of 390.92 feet; Thence North 19°49'45" West for a distance of 128.52 feet to a $\frac{1}{2}$ inch rebar; Thence North 14°58'01" West for a distance of 18.56 feet to the centerline of Lateral "G" on the West line of Tract D; Thence North 46°06'23" East (North 46°23' East, rec.) along the centerline of said lateral on the West line of Tract D for a distance of 302.46 feet (301.62 feet, rec.); Thence North 77°07'03" East (North 77°39' East, rec.) along the centerline of said lateral on the West line of Tract D for a distance of 221.71 feet (221.10 feet, rec.); Thence North 11°26'23" East (North 11°43' East, rec.) along the centerline of said lateral on the West line of Tract D for a distance of 312.39 feet (311.52 feet, rec.); Thence North 45°27'37" West (North 45°27' West, rec.) along the centerline of said lateral on the West line of Tract F for a distance of 169.73 feet (169.62 feet, rec.); Thence North 88°03'56" West (North 88°04' West, rec.) along the centerline of said lateral on the West line of Tract F for a distance of 3.96 feet to the Point of

Beginning.

PARCEL NO. 2:

A perpetual non-exclusive easement for ingress and egress for the benefit of Parcel No. 1 created by Warranty Deed between Mark H. Harrison and Lori I. McCoy-Harrison, husband and wife AND Hawley A. Harrison Jr. and Emma J. Harrison, husband and wife dated February 24, 2003 and recorded February 24, 2003 as Instrument No. 443998 records of Minidoka County, Idaho, more particularly described as follows:

Part of Farm Unit F, Tract F, in Section 6 of Township 10 South, Range 22 East of the Boise Meridian, Minidoka County, State of Idaho, .

Beginning at Corner No. 6 of Tract F in said Section 6, said corner marked by a U.S. Bureau of Reclamation iron pipe with brass cap; thence South $77^{\circ}30'26''$ East for a distance of 45.77 feet to the Point of Beginning;
Thence South $64^{\circ}36'16''$ East for a distance of 66.66 feet;
Thence South $84^{\circ}39'06''$ East for a distance of 829.19 feet to the Easterly line of Tract F;
Thence South $46^{\circ}18'09''$ West along the Easterly line of Tract F for a distance of 26.48 feet;
Thence North $84^{\circ}39'06''$ West for a distance of 815.36 feet;
Thence North $64^{\circ}36'16''$ West for a distance of 86.53 feet;
Thence North $64^{\circ}37'59''$ East for a distance of 25.82 feet to the Point of Beginning.

Craig W. Christensen
CRAIG W. CHRISTENSEN, CHARTERED
1246 Yellowstone -- Suite B-4
Pocatello, Idaho 83201-4372
Telephone: (208) 237-2507
Fax: (208) 237-1407

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MAY 05 1993

Attorneys For: L. D. Fitzgerald, Trustee

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF IDAHO

In the Matter of)

CHARLES EDWARD TOPLIFF AND)
IDA MAE TOPLIFF)

Debtors.)

Bankruptcy No. 87-01309

NOTICE OF SALE BY TRUSTEE
OF REAL PROPERTY FREE AND
CLEAR OF LIENS AND OTHER
INTERESTS

TO: ALL PARTIES IN INTEREST

YOU ARE HEREBY NOTIFIED That L. D. Fitzgerald, Trustee, will sell, not in the ordinary course of business, the following described real property of the above estate pursuant to 11 U.S.C. 363(b)(1) and (f), Bankruptcy Rules 2002(a)(2), (c)(1), (k), 6004(a), (b), (c), (e), (f), and 9014, and Local Bankruptcy Rules 307 and 310, for the benefit of the creditors of the above named bankruptcy estate, unless a written objection to said sale is filed with the United States Bankruptcy Court, 550 West Fort Street, Box 042, Boise, Idaho, 83724, the United States Trustee, P. O. Box 110,

NOTICE OF SALE BY TRUSTEE OF
REAL PROPERTY FREE AND CLEAR
OF LIENS AND OTHER INTERESTS

Boise, Idaho, 83701, L. D. Fitzgerald, Trustee, P. O. Box 4147, Pocatello, 83205, Ron Karl, P. O. Box 6009, Pocatello, Idaho, 83205, John Melanson, 130 North Broadway, Buhl, Idaho, 83316, and the undersigned at the address shown hereon, on or before the 5th day of May, 1993.

1. Description of Property to be Sold: All of the estate's interest in the following described real property, to wit:

PARCEL NO. 1:

Township 10 South, Range 22 East of the Boise Meridian, Minidoka County, Idaho

Section 6: Tract D

PARCEL NO. 2:

Farm Unit F, Tract F, Section 6, Township 10 South, Range 22 East, Boise Meridian, and Section 31, Township 9 South, Range 22 East, Boise Meridian, Minidoka County, Idaho, of the North Side Pumping Division of the Minidoka Project, Idaho, (as shown by plat dated July 12, 1956, filed in the office of Minidoka County Recorder) SAVE AND EXCEPT that part of said Tract F lying South of the Main Lateral in said Section 6, Township 10 South, Range 22 East, Boise Meridian.

Together with any tenements, hereditaments, improvements or appurtenances appertaining thereto, including any and all water rights.

2. Authority for Sale: The sale is not in the ordinary course of business and is conducted pursuant to 11 U.S.C. 363(b)(1), (f)(1), (4) and/or (5), Bankruptcy Rule 6004, and Local Bankruptcy Rules 307 and 310, and is contingent upon Court approval.

3. Time and Place and Type of Sale: A private sale, not in the ordinary course of business, has been arranged to H. A.

NOTICE OF SALE BY TRUSTEE OF
REAL PROPERTY FREE AND CLEAR
OF LIENS AND OTHER INTERESTS

-2-

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Harrison, Jr. and Emma J. Harrison, husband and wife, for cash in the sum of ~~\$159,850.00~~ in accordance with the terms and provisions of their Real Estate Purchase and Sale Agreement dated April 26, 1993, the Trustee's Motion to Sell Real Property Free and Clear of Liens and Other Interests, and the Notice of Sale by Trustee; the sale is to be closed as soon as conveniently possible, but in any event, within forty-five (45) days from the date of the Order approving said sale, by Land Title and Escrow, Inc., ("closing agent"), located in Burley, Idaho.

4. Terms of Sale: The hereinabove described real property will be sold at private sale to H. A. Harrison, Jr. and Emma J. Harrison, for cash or cashier's check of \$159,850.00 payable at the time of closing in accordance with the terms and provisions of their Real Estate Purchase and Sale Agreement dated April 26, 1993, by reference incorporated herein, and as herein provided, or, in the alternative, as hereinafter provided for cash or cashier's check or credit bid in a greater amount from third parties, payable at the time of closing. The Trustee does not represent or warrant the existence of water rights or the exact acreage of said real property. THE SALE OF THE HEREINABOVE DESCRIBED REAL PROPERTY SHALL BE "AS-IS", WITH NO WARRANTIES OF ANY NATURE WHATSOEVER, EITHER EXPRESS OR IMPLIED, AND SHALL BE FREE AND CLEAR OF ANY AND ALL REDEMPTION RIGHTS AS PROVIDED IN IDAHO CODE 6-101, ET. SEQ., and 11-401 ET. SEQ., AS NOW ENACTED OR HEREAFTER MODIFIED. The real

NOTICE OF SALE BY TRUSTEE OF
REAL PROPERTY FREE AND CLEAR
OF LIENS AND OTHER INTERESTS
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property shall be sold subject to the successful purchaser satisfying and paying any and all outstanding obligations for water assessments. The sale is contingent upon Court approval if an objection is timely filed.

H. A. Harrison, Jr. and Emma J. Harrison have deposited with the Trustee, L. D. Fitzgerald, earnest money of \$25,000.00 to be applied to the sales price if they are the successful purchasers.

In the event the property is sold for cash or cashier's check to H. A. Harrison, Jr. and Emma J. Harrison, or to any third parties, except as provided herein, any and all costs of closing shall be paid in cash at the time of closing by the successful purchaser in addition to the bid amount.

In the event the property is sold for a credit bid greater than the hereinabove referenced cash offer of H. A. Harrison, Jr. and Emma J. Harrison, except as provided herein, any and all costs of closing shall be paid in cash by the successful credit bidder at the time of closing.

Costs of closing shall include, but not be limited to the following:

A. Real estate taxes pro rated through date of closing (based on a 365 day year per diem basis).

B. Seller shall purchase for Purchaser a standard owners form of title insurance for the amount of the purchase price insuring purchaser subject to the printed conditions and exceptions together with those in the usual form of standard title insurance; a copy of which is attached hereto as Exhibit "A" and by reference incorporated herein.

NOTICE OF SALE BY TRUSTEE OF
REAL PROPERTY FREE AND CLEAR
OF LIENS AND OTHER INTERESTS
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(This is discretionary with the successful purchaser.)

C. Standard mortgagee form of title insurance for the amount of the purchase price insuring lender subject to the printed conditions and exceptions together with those in the usual form of standard title insurance; a copy of which is attached hereto as Exhibit "A" and by reference incorporated herein.
(This is discretionary with the successful purchaser.)

D. Recording costs.

E. Water assessments.

F. In the event the property is sold for cash to H. A. Harrison, Jr. and Emma J. Harrison pursuant to the above referenced bid, the estate shall be paid from the gross sales proceeds at the time of closing the sum of three percent (3%) of said gross sales proceeds or an amount to be determined by the Court.

G. In the event the property is sold for cash or cashier's check for an amount greater than the above referenced bid of H. A. Harrison, Jr. and Emma J. Harrison, or is sold for a credit bid, the estate shall be paid in cash at the time of closing by the successful bidder the additional sum of three percent (3%) of said cash or credit bid, or an amount to be determined by the Court.

The closing agent shall withhold a commission or brokerage fee of six percent (6%) of the gross sales proceeds and submit the same to L. D. Fitzgerald, Trustee for the Estate of Charles Edward Topliff and Ida Mae Topliff. No commission or brokerage fees shall be approved or paid by either the "closing agent" or the Trustee except upon a subsequent Motion for Approval to be filed by the Trustee and properly noticed for hearing. Any costs and expenses approved by the Trustee and expenses incurred by the estate, or its agents, in preserving the property, or marketing the property, shall be properly reimbursed, apportioned, or paid at the time of closing

NOTICE OF SALE BY TRUSTEE OF
REAL PROPERTY FREE AND CLEAR
OF LIENS AND OTHER INTERESTS
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by the successful credit bidder or third party purchaser. These costs shall be properly documented and presented to the closing agent prior to closing.

5. Value of Property to be Sold: The value of the property is believed to be the sum of \$1,150.00 per acre for a total purchase price of \$159,850.00. The Trustee, or the Trustee's counsel, has reviewed the Debtors' schedules and discussed the subject property with the major creditors and holders of liens; Trustee has personally inspected the real property. To the Trustee's best knowledge, information and belief, the sale price of \$159,850.00 represents the present actual value and reasonable liquidation value of the Debtors' interest in said real property. In the event the property is not sold, the estate must still pay water assessments of approximately \$38.00 per acre.

6. Treatment of Liens: To the best of the Trustee's knowledge, information and belief, the hereinabove described real property and appurtenant water rights are owned by the Debtors and are encumbered by various taxes, liens, mortgages, water assessments, encumbrances and claims which include but are not necessarily limited to the following:

Creditor

Federal Land Bank of Spokane
Farmers Home Administration
Financing Statement Seed and Farm
Laborer's Liens
A and B Irrigation District assessments

NOTICE OF SALE BY TRUSTEE OF
REAL PROPERTY FREE AND CLEAR
OF LIENS AND OTHER INTERESTS

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(This listing is not intended to establish validity, amount or order of priority of liens or claims.)

The successful credit purchaser or the successful cash purchaser at the sale will be charged with costs of closing as provided in paragraph 4 hereinabove.

The sale shall be free and clear of any and all liens, claims, mortgages, encumbrances or interests of any nature whatsoever whether or not specifically listed herein, including statutory redemption rights.

The Trustee is aware that various lienholders claim an interest secured by the real property in the "net sale proceeds." These claims will not be paid from the "net sale proceeds" until such time as the parties agree, or the Court issues an Order regarding the validity, priority, amount and extent of the respective claims.

In the event valid claims or liens do exist, they will attach to the "net sales proceeds" and will be satisfied in their order of priority to the extent proceeds are available after each claimant or creditor has provided the Trustee with adequate information and documentation to substantiate the validity, priority, and/or the amount of such party's respective claim or interest, or alternatively, after the Court enters its Order pertaining thereto.

The net proceeds will thereafter be administered by the Trustee pursuant to 11 U.S.C. 704 and 726 and the terms and provisions of the United States Bankruptcy Code.

NOTICE OF SALE BY TRUSTEE OF
REAL PROPERTY FREE AND CLEAR
OF LIENS AND OTHER INTERESTS
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7. Net Sale Proceeds. After payment of costs of sale as well as payment or distribution with regard to valid liens as hereinabove provided, the remaining proceeds, if any, will be held and segregated by the Trustee for thirty (30) days. In the event no party other than the Trustee successfully asserts an interest in those proceeds within said thirty (30) days, the funds will be deposited into the Trustee's general estate account.

8. Objections to Sale. If a timely objection to the Notice of Sale by Trustee is filed as provided herein, the Court will conduct a telephone conference hearing at 10:00 o'clock A. M., Mountain Standard Time, on Thursday, the 6th day of May, 1993, to determine and rule on the Trustee's Motion to Sell Real Property Free and Clear of Liens and Other Interests and Notice of Sale By Trustee and on any objection thereto. Counsel for the Trustee shall arrange the telephone call.

The Court shall, in its discretion, on said date determine whether or not to approve the herein described private sale, or in the alternative, to conduct a public auction of said real property, on terms to be established by the Court. The herein described private sale shall specifically be subject to higher offers if any objections are timely filed.

In the event H. A. Harrison, Jr., and Emma J. Harrison are the successful bidders, their earnest money shall be applied to the total purchase price.

NOTICE OF SALE BY TRUSTEE OF
REAL PROPERTY FREE AND CLEAR
OF LIENS AND OTHER INTERESTS
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In the event H. A. Harrison, Jr. and Emma J. Harrison withdraw their offer to purchase said real property, or fail to consummate the sale within the hereinabove provided forty-five (45) day period on the hereinabove specified terms, the earnest money shall be forfeited and retained by the estate and H. A. Harrison, Jr. and Emma J. Harrison shall forfeit any and all improvements, or the value thereof, which they have made to the said real property.

In the event the property is sold for a higher cash or credit bid to third parties, the earnest money of H. A. Harrison, Jr. and Emma J. Harrison shall be returned to them without interest; however, it is specifically provided that in such event of a sale for cash or credit bit to third parties, H. A. Harrison, Jr. and Emma J. Harrison shall be reimbursed, at closing, their actual out-of-pocket costs and expenses for any and all improvements which they have made to the said real property; it is further provided they shall not be reimbursed for any labor, or any out-of-pocket expenses if they fail to provide said accounting with receipts to the closing agent at the time set for closing.

In the event the property is sold to a party other than H. A. Harrison, Jr. and Emma J. Harrison, the successful bidder shall deposit with the Trustee cash or a cashier's check representing twenty-five percent (25%) of their bid amount at the time of the auction. The balance of the purchase price shall be paid within seventy-two (72) hours of the acceptance of the offer at the sale.

NOTICE OF SALE BY TRUSTEE OF
REAL PROPERTY FREE AND CLEAR
OF LIENS AND OTHER INTERESTS
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The cash or cashiers' check will be forfeited if the successful bidder fails to pay the balance of the purchase price within seventy-two (72) hours of the acceptance of the offer at the sale, at which time the next highest bid shall be accepted by the Court.

Creditors, after timely filed objections, holding valid liens shall be entitled to "credit bid" at the auction in accordance with 11 U.S.C. 363(k). In the event the sale is to third parties for cash, or for credit, the estate shall be paid a commission at the time of the closing by the successful bidder in the sum of three percent (3%) of the gross sales proceeds, or an amount approved by the Court, as hereinabove provided.

9. Trustee's Deed: Within a reasonable time after approval of the sale and after closing, the successful bidder shall receive a Trustee's Deed conveying to the purchaser all of the estate's interest in the hereinabove described real property and appropriate documentation transferring the water rights appurtenant thereto free and clear of any and all interests, liens and/or encumbrances of any nature whatsoever whether or not specifically listed herein. However, the successful purchaser shall assume and pay any and all outstanding water assessments pertaining thereto.

THE TRUSTEE MAKES NO REPRESENTATIONS, GRANTS, COVENANTS OR WARRANTIES, EITHER "EXPRESS" OR "IMPLIED", OF ANY NATURE WHATSOEVER WITH REGARD TO SAID REAL PROPERTY OR IMPROVEMENTS.

NOTICE OF SALE BY TRUSTEE OF
REAL PROPERTY FREE AND CLEAR
OF LIENS AND OTHER INTERESTS
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-10-

Every effort has been made to assure that the information contained herein is accurate; however, the Trustee is not responsible for errors or omissions. The successful bidder is deemed to have full knowledge as to the size, location, nature, condition, character, restrictions, title or other relevant information pertaining to the assets and liabilities of Debtors, including the hereinabove described real property, redemption, and water rights. By virtue of this disclaimer, the successful bidder shall have no claim or cause of action against the estate, the Trustee, or his legal counsel for any damages or other relief arising out of or associated with the sale or conveyance of the real property and water rights as hereinabove provided.

11. Miscellaneous Information. In the opinion of the Trustee, said private sale will be in the best interests of the estate and all parties in interest. For further information contact the Trustee, L. D. Fitzgerald, P. O. Box 4147, Pocatello, Idaho, 83205; telephone (208) 233-0593 from 9:00 A. M. to 2:00 P. M. Monday through Friday; or the Trustee's attorney, Craig W. Christensen, 1246 Yellowstone, Suite B-4, Pocatello, Idaho, 83201, telephone (208) 237-2507 from 9:00 A. M. to 5:00 P. M. Monday through Friday; or Ron Kerl, Attorney for Federal Land Bank of Spokane, P. O. Box 6009, Pocatello, Idaho, 83201, telephone (208) 232-4471 from 9:00 A.M. to 5:00 P.M. Monday through Friday; or John Melanson, attorney

NOTICE OF SALE BY TRUSTEE OF
REAL PROPERTY FREE AND CLEAR
OF LIENS AND OTHER INTERESTS
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-11-

for Debtors, 130 North Broadway, Buhl, Idaho, 83316, telephone
(208)543-8268 from 9:00 A.M. to 5:00 P.M. Monday through Friday.

DATED This 26th day of April, 1993.

CRAIG W. CHRISTENSEN, CHARTERED

By



Attorney for L. D. Fitzgerald,
Trustee

NOTICE OF SALE BY TRUSTEE OF
REAL PROPERTY FREE AND CLEAR
OF LIENS AND OTHER INTERESTS

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-12-

MAY 6 - 1993

2:35 P.M. REC'D
LODGED FILED *EL*

Attorneys For: L. D. Fitzgerald, Trustee

In the Matter of	)	Bankruptcy No. 87-01309
	)	
CHARLES EDWARD TOPLIFF AND	)	ORDER APPROVING SALE OF REAL
IDA MAE TOPLIFF,	)	PROPERTY TO H. A. HARRISON, JR.
	)	AND EMMA J. HARRISON
Debtors.	)	
	)	

The Trustee appeared by and through his attorney of record, Craig W. Christensen. No other parties appeared either individually or through counsel.

ORDER APPROVING SALE OF REAL
PROPERTY TO H. A. HARRISON, JR.
AND EMMA J. HARRISON

CRAIG W. CHRISTENSEN, CHARTERED
1246 YELLOWSTONE - SUITE 34
POCATELLO, IDAHO 83201
(208) 237 2507

The Court having reviewed the pleadings on file herein, together with the oral representations of counsel, and good cause appearing;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Notice of Sale by Trustee dated April 26, 1993, pertaining to the private sale of the real property to the H. A. Harrison, Jr. and Emma J. Harrison, more particularly described therein, is hereby approved.

2. The Trustee shall sell said real property and the water rights appurtenant thereto pursuant to the terms and provisions of said Notice of Sale by Trustee dated April 26, 1993, and the Trustee's Motion to Sell Real Property Free and Clear of Liens and Other Interests dated April 26, 1993, and the Real Estate Purchase and Sale Agreement dated April 26, 1993.

3. The Trustee shall transfer, sell and convey free and clear of any and all liens, claims, mortgages, statutory redemption rights, or interests, whether or not specifically enumerated in the Motion and Notice, including but not limited to:

Federal Land Bank of Spokane
Farmers Home Administration
Financing Statement Seed and Farm Laborer's Liens
A and B Irrigation District assessments

all of the estate's interest in the following described property to H. A. Harrison, Jr. and Emma J. Harrison for their cash bid of \$159,850.00 subject to and in accordance with all of the terms,

ORDER APPROVING SALE OF REAL
PROPERTY TO H. A. HARRISON, JR.
AND EMMA J. HARRISON

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CRAIG W. CHRISTENSEN, CHARTERED
1246 YELLOWSTONE - SUITE B4
POCAHONTO IDAHO 83201
(208) 237-2507

provisions, conditions and exceptions contained in the Trustee's Motion to Sell Real Property Free and Clear of Liens and Other Interests dated April 26, 1993, the Notice of Sale by Trustee dated April 26, 1993, and the Real Estate Purchase and Sale Agreement of H. A. Harrison, Jr. and Emma J. Harrison dated April 26, 1993, to wit:

PARCEL NO. 1:

Township 10 South, Range 22 East of the Boise Meridian, Minidoka County, Idaho

Section 6: Tract D

PARCEL NO. 2:

Farm Unit F, Tract F, Section 6, Township 10 South, Range 22 East, Boise Meridian, and Section 31, Township 9 South, Range 22 East, Boise Meridian, Minidoka County, Idaho, of the North Side Pumping Division of the Minidoka Project, Idaho, (as shown by plat dated July 12, 1956, filed in the office of Minidoka County Recorder) SAVE AND EXCEPT that part of said Tract F lying South of the Main Lateral in said Section 6, Township 10 South, Range 22 East, Boise Meridian.

Together with any tenements, hereditaments, improvements or appurtenances appertaining thereto, including any and all water rights.

4. H. A. Harrison, Jr. and Emma J. Harrison shall pay to the Trustee, L. D. Fitzgerald, at the time of closing, a three percent (3%) commission of \$4,950.00 to be withheld from the gross sales price, and shall be administered in accordance with the United States Bankruptcy Code.

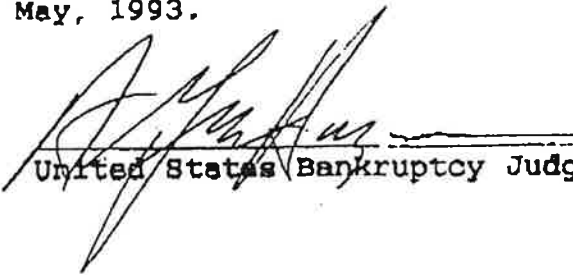
5. H. A. Harrison, Jr. and Emma J. Harrison shall satisfy and pay any and all closing costs, including outstanding obligations for water assessments and the costs to transfer said water rights.

ORDER APPROVING SALE OF REAL
PROPERTY TO H. A. HARRISON, JR.
AND EMMA J. HARRISON

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6. Any and all claims, liens, encumbrances or interests shall attach to the net sale proceeds and shall be retained and segregated by the Trustee, L. D. Fitzgerald, pending further Court Order.

DATED This 6th day of May, 1993.


United States Bankruptcy Judge

CRAIG W. CHRISTENSEN, CHARTERED
1246 YELLOWSTONE - SUITE B-4
POCATELLO, IDAHO 83201
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ORDER APPROVING SALE OF REAL
PROPERTY TO H. A. HARRISON, JR.
AND EMMA J. HARRISON
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IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

August 4, 2026

MARK HARRISON
LORI MC COY HARRISON
1265 W HIGHWAY 25
HEYBURN ID 83336-8706

Re: Change in Ownership for Water Right No(s): 36-13419

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 293-9908.

Sincerely,

Denise Maline
Administrative Assistant 1

Enclosure(s)