

DELOG MH 3/9/04

RECEIVED

MAR 10 2004

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

Department of Water Resources
 Eastern 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, 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
	25-12184				

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) are 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) Nellie Brown
4. New Owner/Claimant(s) WB or Ruth Kremer
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 163 N Lloyd Circle
- City, State and ZIP Code Idaho Falls, Idaho
- New Telephone Number (208) 525-6054
5. Date you acquired the property _____

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) W.B. Kremer
(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 _____	Date _____	Fee _____
Receipted by _____	Date _____	Receipt No. _____
Processed by _____ AJ	Date _____	WR _____ Date _____

ARCEL: RP 03N39E120432 A F1=SL

F10=
F17=DD F19=SL F12=RC F23=AG

KREMER, W B &
KREMER, RUTH

LEGAL DESCRIPTION
1.9 A SE COR NE1/4 NE1/4,
SEC 12, T 3N, R 39

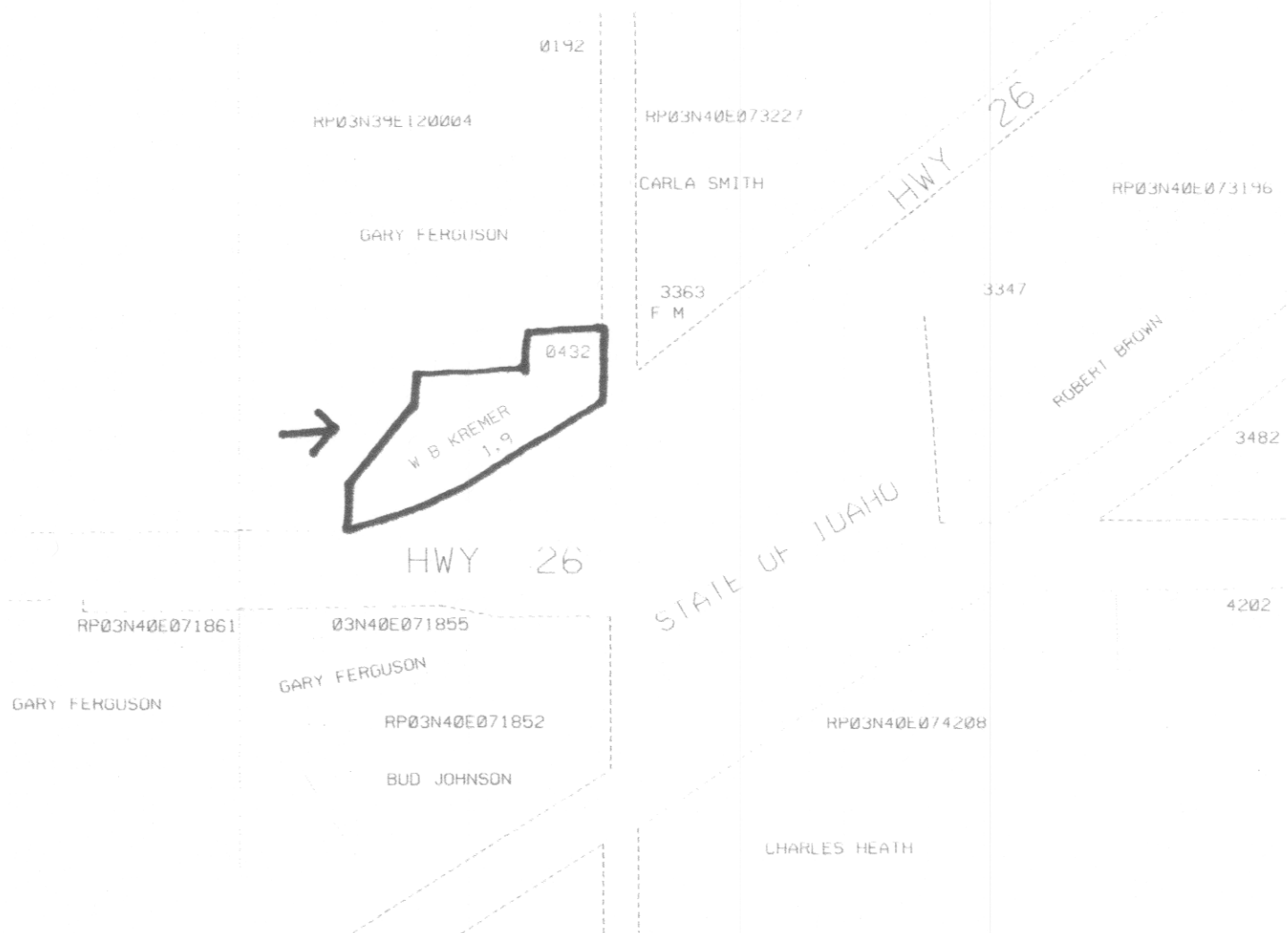
163 N LLOYD CIR

ProVal Area Number 1
CODE AREA 50-0000 OWNER CD
PARC TYPE LOC CODE
EFFDATE 12061988 EXPDATE
PREV PARCEL

IDAHO FALLS ID 83402

11423 E RIRIE HWY

83443



RECORDATION REQUESTED BY:

ZIONS FIRST NATIONAL BANK
RIGBY
219 EAST MAIN, P.O. BOX 54
RIGBY, ID 83442

WHEN RECORDED MAIL TO:

ZIONS FIRST NATIONAL BANK
P.O. BOX 30160
WEST VALLEY CITY, UT 84130-0160

Recorded 12.14.01 @ 2:42
#1065259

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated December 11, 2001, among W B KREMER and RUTH KREMER, HUSBAND AND WIFE ("Grantor"); ZIONS FIRST NATIONAL BANK, whose address is RIGBY, 219 EAST MAIN, P.O. BOX 54, RIGBY, ID 83442 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and First American ~~BONNEVILLE LAND & TITLE, WHOSE ADDRESS IS P.O. BOX 580, 156 WEST JUDICIAL STREET, BLACKFOOT, ID 83221~~ ⁸³⁴⁰⁵ (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor does hereby irrevocably grant, bargain, sell and convey in trust, with power of sale, to Trustee for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in BONNEVILLE County, State of Idaho:

See EXHIBIT A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 11423 E RIRIE HWY, RIRIE, ID 83443. The Real Property tax identification number is RP 03N39E120432 A

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THE REAL PROPERTY EITHER IS NOT MORE THAN FORTY (40) ACRES IN AREA OR IS LOCATED WITHIN AN INCORPORATED CITY OR VILLAGE.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender

EXHIBIT "A"

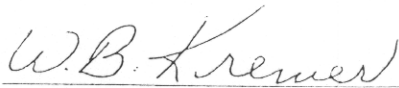
Beginning at a point 917 feet South of the Northeast corner of Section 12, Township 3 North, Range 39, East of the Boise Meridian, Bonneville County, Idaho, and running thence West 161.2 feet; thence South 66.3 feet; thence West 195.0 feet; thence South 62.0 feet; thence South 41 degrees West 181.0 feet; thence South 81.0 feet to a point on the Northerly right of way line of the Idaho Highway No. 29 opposite the Idaho Station 710+70; thence following said Northerly right of way line on a 6 degree curve left to 33.0 feet Northerly of P.T. Station No. 719+145; thence North 51 degrees 49' East 115.0 feet to a point on the East Boundary line of said Section 12; thence North 103.0 feet to the point of beginning.

According to the County Assessor's office, the above described property is commonly known as:

PROPERTY ADDRESS: 11423 E HWY, RIRIE, ID 83443

PARCEL NO. RP 03N39E120432 A

LOAN NO. 001004710004017802



W B Kremer, Individually



Ruth Kremer, Individually



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N. Skyline Dr., Suite A, Idaho Falls, ID 83402-1718 • Phone: (208) 525-7161 FAX: (208) 525-7177

EASTERN REGION
June 26, 2003

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

BRIAN & RUTH KREMER
163 NORTH LLOYD CIRCLE
IDAHO FALLS ID 83402

RE: CHANGE IN OWNERSHIP FOR 25-12184

Dear Mr. & Mrs. Kremer:

It has come to our attention that you may have recently purchased a tract of land in Bonneville County. The property to which I am referring was most recently owned by Nellie Brown. The legal description is as follows:

T03N, R39E, S12, NE1/4 NE1/4

This property was filed on in the Snake River Basin Adjudication (SRBA), and we recommend that if, in fact, you now own the property in question, you file a "Change in Ownership" with this department in order that we may send all further correspondence to the appropriate owner(s).

Enclosed is a Change in Ownership form. Please fill out the form completely, sign and date it and return it to my attention along with a "copy" of your Warranty Deed and legal description of the property you have purchased.

If you have questions regarding this matter, please call 525-7161.

Respectfully submitted,

Kristen Forsgren
Office Specialist 1

Enclosure(s)