

DEV
SUPPORT DATA

IN FILE # 35-2353

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

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)
35-2353	OK	Split required			
35-2429	OK				
35-12757	OK				

RECEIVED
JUN 15 2009

Department of Water Resources
Eastern Region

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts. \$50.00
- ☒ 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)

Wilbur R. Krein and Vernene L. Krein
2350 Eagle Rock Rd.
American Falls Idaho 83211

4. New Owner/Claimant(s)

Povey Land LLC
 Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

2479 Povey Rd.

City, State and ZIP Code

American Falls ID 83211

New Telephone Number

(208) 226-2197 Email: wade@poveyforms.com

5. Date you acquired the property

6/19/03

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)

Pavey Land LLC Wade Pavey manager

(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.

E036353**For IDWR Office Use Only:**Received by BMMDate 6/15/04Receipt Amt. \$ 50

Received by _____

Date _____

Receipt No. E035124

Processed by _____ AJ

Date _____

WR _____ Date _____

WARRANTY DEED

Order No.:3010320057

FOR VALUE RECEIVED

Wilbur R. Krein and Vernene L. Krein, Husband and Wife

Instrument # 182689

POWER COUNTY, IDAHO

2003-06-18

01:37:42 No. of Pages: 1

Recorded for : ALLIANCE TITLE

CHRISTINE STEINLICHT

Ex-Officio Recorder Deputy

Fee: 3.00

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Povey Land, LLC, an Idaho Corporation

whose current address is

2479 Povey Road American Falls, ID 83211

the grantee(s), the following described premises, in Power County, Idaho, TO WIT:

Township 6 South, Range 30 E.B.M., Power County, Idaho.

Section 35: SE¼, Except the following described tract;

Commencing at the SE corner of said Section 35;

Thence West to the SW corner of the SE¼ of Section 35;

Thence North 530 feet; thence East to the East line of said Section 35;

Thence South 530 feet to the Point of Beginning.

Township 7 South, Range 30 E.B.M., Power County, Idaho

Section 4: Lots 1, 2, 3 and 4, S½N½; Except the following described parcel;

Beginning at the NE corner of said Section 4;

Thence South 0°04'22" West along the East line of said Section 1, 203.64 feet;

Thence North 89°53'23" West, 30 feet to the West side of a existing County Road, the True Point of Beginning;

Thence North 89°53'23" West, 360.0 feet; thence South 0°04'22" West, 1,207.50 feet;

Thence South 89°05'38" East, 360.04 feet; to the West line of said County Road;

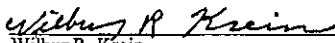
Thence North 0°04'22" East, 1,212.50 feet to the True Point of Beginning.

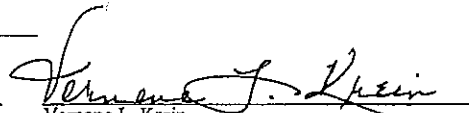
Section 5: Lot 1; SE¼NE¼.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 6/18/2003


Wilbur R. Krein


Vernene L. Krein

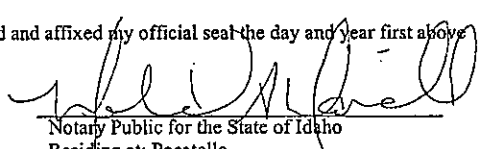
State of Idaho }
County of Bannock } ss.

On this 18th day of June 2003, before me, a Notary Public in and for said state, personally appeared Wilbur R. Krein and Vernene L. Krein

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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

MELINDA A. MARINELLI
NOTARY PUBLIC
STATE OF IDAHO


Notary Public for the State of Idaho
Residing at: Pocatello
Commission Expires: 3/3/05



0000000000000490

Loan No: New

**MORTGAGE
(Continued)**

Page 8

and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Utah law governs the Dispute, the following provision is included:

Real Property Collateral; Judicial Reference. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration. If any such Dispute is not submitted to arbitration, the Dispute shall, at the election of any party, be referred to a master in accordance with Utah Rule of Civil Procedure 53, and this general reference agreement is intended to be specifically enforceable. A master with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a master shall be entered in the court in which such proceeding was commenced in accordance with Utah Rule of Civil Procedure 53(c).

FURTHER ASSURANCES. The parties hereto agree to do all things deemed necessary by Lender in order to fully document the loan evidenced by this Note and any related agreements, and will fully cooperate concerning the execution and delivery of security agreements, stock powers, instructions and/or other documents pertaining to any collateral intended to secure the Indebtedness. The undersigned agree to assist in the cure of any defects in the execution, delivery or substance of the Note and related agreements, and in the creation and perfection of any liens, security interests or other collateral rights securing the Note.

WATER RIGHTS. Together with all water and water rights, wells and well rights, ditches and ditch rights, including but not limited to the following, whether any of the following is owned now or acquired later; all accessions, additions, replacements and substitutions relating to any of the following: Decreed Water - Idaho Department of Water Resources:

Idaho Dept. of Water Resources Decree #35-2353, priority of 11/09/1953 for 4.84 CFS for 352.2 acres.

Idaho Dept. of Water Resources Decree #35-2429, priority of 7/11/1953 for 2.34 CFS for 146 acres.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by, construed and enforced in accordance with federal law and the laws of the State of Idaho. This Mortgage has been accepted by Lender in the State of Idaho.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

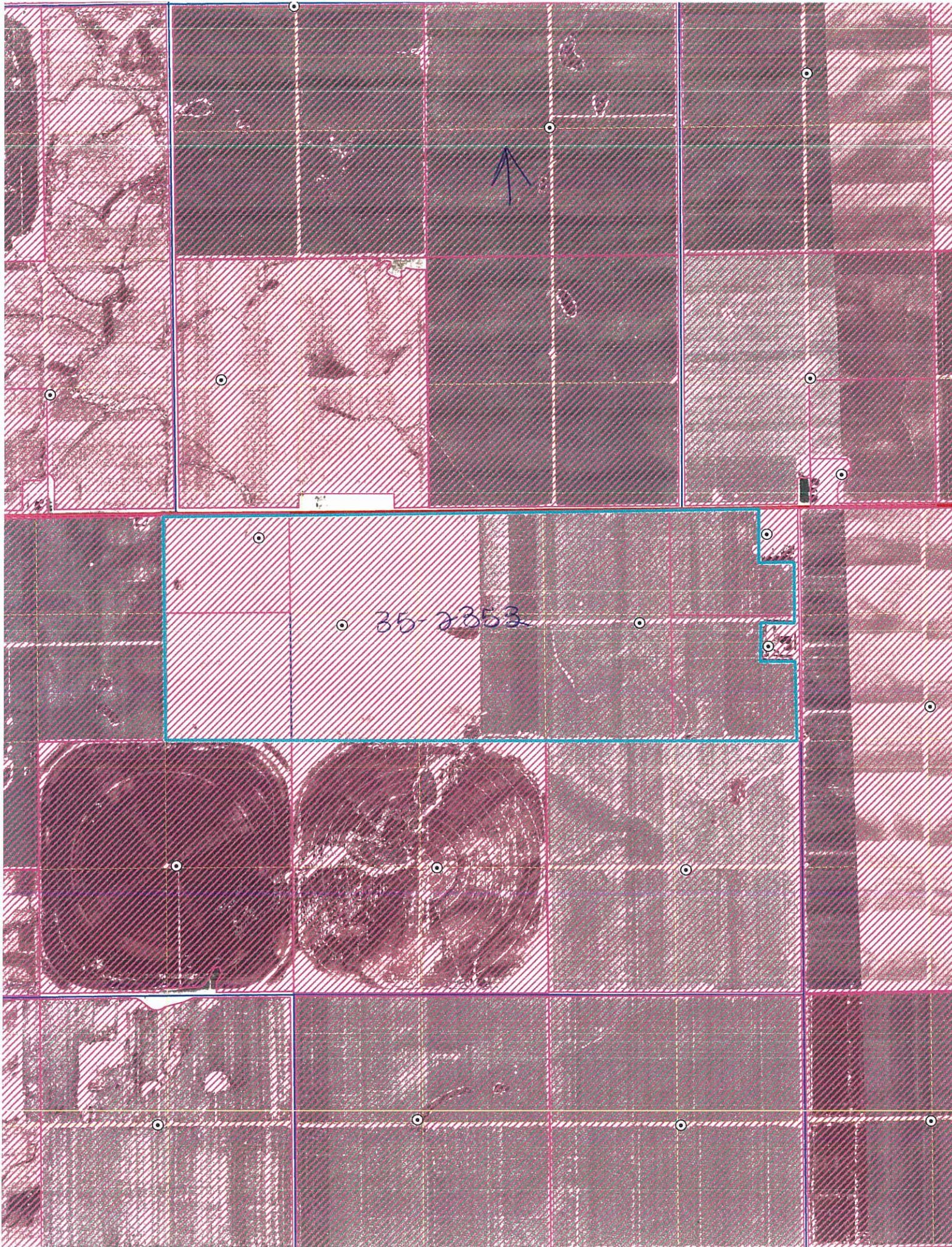
Time is of the Essence. Time is of the essence in the performance of this Mortgage.

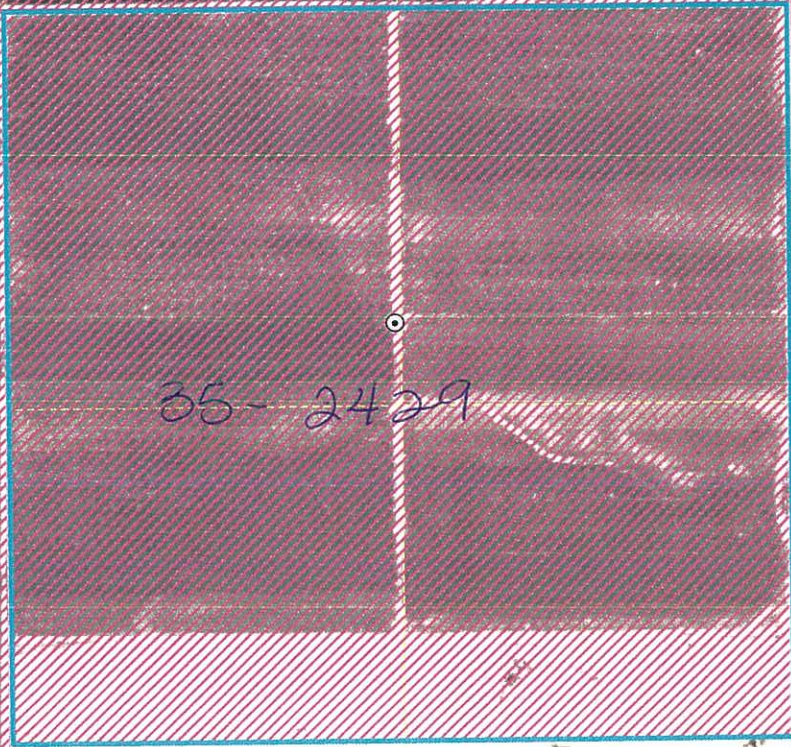
Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Idaho as to all Indebtedness secured by this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Povey Land, L.L.C., and all other persons and entities signing the Note in whatever capacity.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".





35-2429



United States Department of
AGRICULTURE

Farm Service Agency
Power County, Idaho

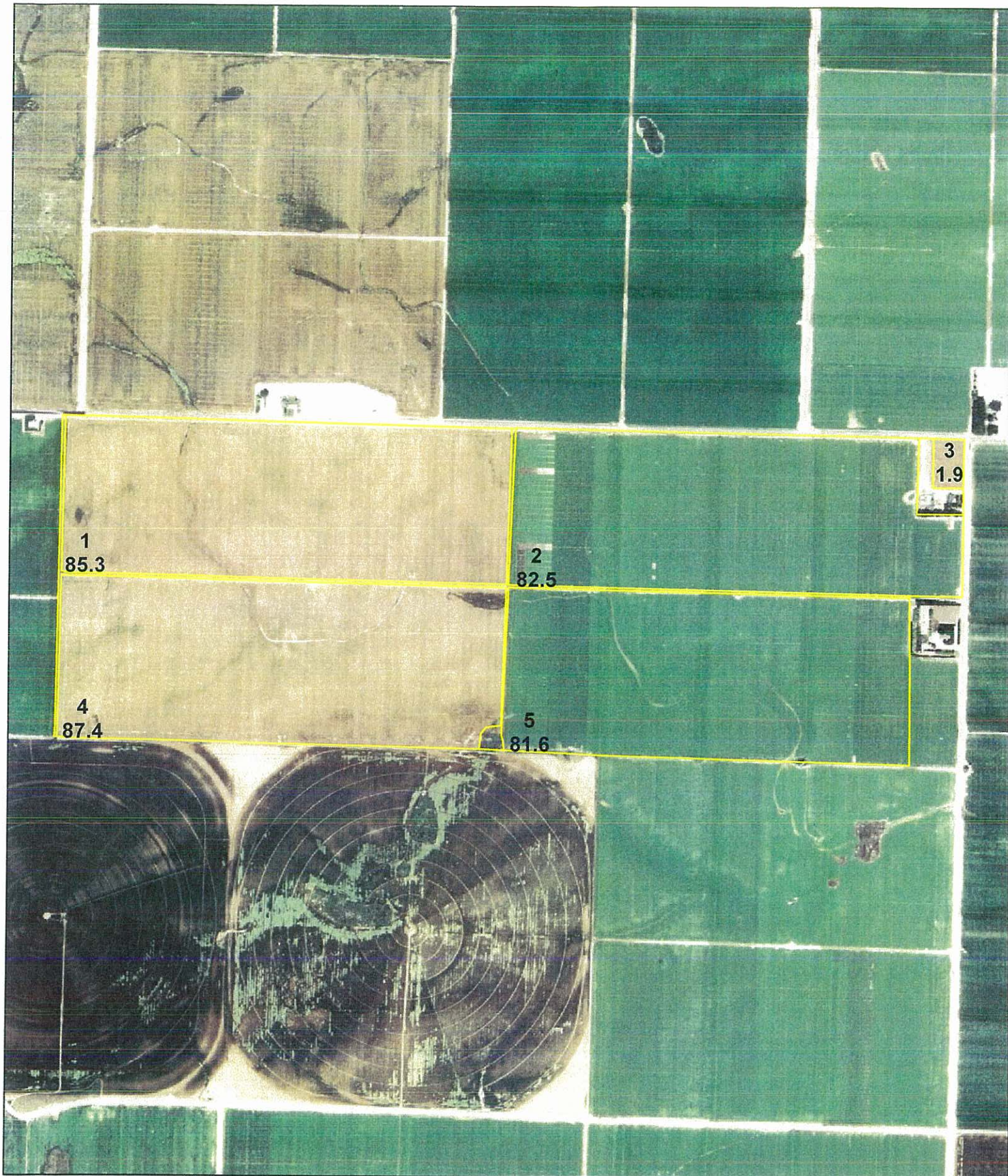
TRACT NO. 2331

T7S R30E S4



February 13, 2008

Digital Orthophotography
Not to Scale
FSA Purposes Only



United States Department of
AGRICULTURE

Farm Service Agency
Power County, Idaho

TRACT NO. 180

T7S R30E S4,5



February 13, 2008

Digital Orthophotography
Not to Scale
FSA Purposes Only

WARRANTY DEED

Order No.:3010320057

FOR VALUE RECEIVED

Wilbur R. Krein and Vernene L. Krein, Husband and Wife

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Povey Land, LLC, an Idaho Corporation

whose current address is

2479 Povey Road American Falls, ID 83211

the grantee(s), the following described premises, in Power County, Idaho, TO WIT:

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Thence West to the SW corner of the SE¼ of Section 35;
Thence North 530 feet; thence East to the East line of said Section 35;
Thence South 530 feet to the Point of Beginning.

Township 7 South, Range 30 E.B.M., Power County, Idaho
Section 4: Lots 1, 2, 3 and 4, S½N½; Except the following described parcel;
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Thence North 89°53'23" West, 360.0 feet; thence South 0°04'22" West, 1,207.50 feet;
Thence South 89°05'38" East, 360.04 feet; to the West line of said County Road;
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Section 5: Lot 1; SE¼NE¼.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 6/18/2003

Wilbur R. Krein

Vernene L. Krein

State of Idaho }
County of Bannock } ss.

On this 18th day of June 2003, before me, a Notary Public in and for said state, personally appeared Wilbur R. Krein and Vernene L. Krein

known or identified to me to be the person(s) whose name(s) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

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

Notary Public for the State of Idaho
Residing at: Pocatello
Commission Expires: 3/3/05