

RECEIVED
 DEC 8 2005
 STATE OF IDAHO
 DEPARTMENT OF WATER RESOURCES
 NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
 NOV 29 2005

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

Department of Water Resources
 Eastern Region

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
29-H657					
11625					

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

- A. The appropriate **FILING FEE**. See instructions for fee amounts. \$25-
- 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) Hugh Selznick
4. New Owner/Claimant(s) Kim Cox K&T Real Estate LLC
 Name Connector (check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 2958 Butte
- City, State and ZIP Code Pocatello, ID 83201
- New Telephone Number (208) 237-9576
5. Date you acquired the property April 16, 2001

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)

[Handwritten Signature] manager
Act Real Estate LLC

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 QC Date 11-29-05 Fee \$25 -
 Received by QC Date 11-29-05 Receipt No. E031473
 Processed by _____ AJ Date _____ WR _____ Date _____



A Pioneer Company
PIONEER TITLE COMPANY
 OF BANNOCK COUNTY
 135 North Arthur Ave / Pocatello, Idaho 83204 / (208) 273-9398

NO **20219386**
 RECORDED AT REQUEST OF
 PIONEER TITLE
 2002 SEP 13 PM 4 11
 DEPUTY CLERK NO 817
 CLERK OF BANNOCK COUNTY
 CLERK OF BANNOCK COUNTY
 CLERK OF BANNOCK COUNTY
 CLERK OF BANNOCK COUNTY
 CLERK OF BANNOCK COUNTY

20219386

20220162

Order No. 20021285 AKE BK

WARRANTY DEED

For Value Received

Hugh S. Selznick and Mary Kathryn Selznick, husband and wife

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Reed W. Larsen and Linda Larsen, husband and wife AS TO PARCEL A and
 Kim L. Cox and Teresa Cox, husband and wife AS TO PARCEL B

hereinafter referred to as Grantee, whose current address is ~~XXXXXX~~, the following described premises, to-wit:
 151 N. 3RD AVE., POCA TELLO, ID 83201

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that 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.

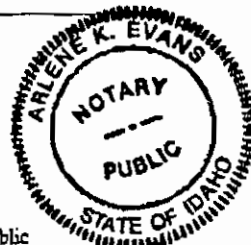
Dated: September 10, 2002

Hugh S. Selznick

Mary Kathryn Selznick

STATE OF IDAHO

COUNTY OF BANNOCK



On this 13th day of September, in the year of 2002, before me Arlene K. Evans, notary public personally appeared Hugh S. Selznick and Mary Kathryn Selznick known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

NO **202E0164**
 RECORDED AT REQUEST OF
 PIONEER TITLE
 2002 SEP 24 PM 3 08
 DEPUTY CLERK NO 817
 CLERK OF BANNOCK COUNTY
 CLERK OF BANNOCK COUNTY
 CLERK OF BANNOCK COUNTY
 CLERK OF BANNOCK COUNTY

Arlene K. Evans
 Arlene K. Evans
 Notary Public of Idaho
 Residing at Pocatello, Idaho
 Commission expires: August 29, 2004

EXHIBIT A

20219388

20220162

Parcel A

A parcel of land located in the East ½ Southeast ¼ of Section 24, Township 6 South, Range 35 East, Boise Meridian, Bannock County, Idaho, described as follows:

Commencing at the southeast corner of Section 24 being marked by as shown in the Bannock County Recording Instrument Number 799958;

Thence North 0° 11' 22" West along the east line of Section 24, a distance of 2651.01 feet to the east ¼ corner of Section 24 being marked by a BLM brass cap monument;

Thence North 0° 00' 36" East, along the east line of Section 24, a distance of 331.52 feet to a ½ inch rebar with a yellow plastic cap labeled RMES-PE/LS 2341 to the TRUE POINT OF BEGINNING;

Thence continuing North 0° 00' 36" East, along the east line of Section 24, a distance of 1001.60 feet to a 3 inch aluminum cap monument labeled N 1/16 Sec. 24 1987 LS 4430 Land Surveyors Inc;

Thence South 89° 52' 31" West, along the north 1/16 line of Section 24, a distance of 1305.49 feet to a 3 inch aluminum cap monument labeled NE 1/16 Sec. 24 1987 LS 4430 Land Surveyors Inc;

Thence South 0° 04' 29" East, along the east 1/16 line of Section 24, a distance of 1001.80 feet to a ½ inch rebar with a yellow plastic cap labeled RMES-PE/LS 2341;

Thence North 89° 52' 31" East a distance of 1304.01 feet to the TRUE POINT OF BEGINNING.

Parcel B

A parcel of land located in the East ½ Southeast ¼ of Section 24, Township 6 South, Range 35 East, Boise Meridian, Bannock County, Idaho, described as follows;

Commencing at the southeast corner of Section 24 being marked by as shown in the Bannock County Recording Instrument Number 799958;

Thence North 0° 11' 22" West, along the east line of Section 24, a distance of 1979.99 feet to a ½ inch rebar with a yellow plastic cap labeled RMES-PE/LS 2341 and is the TRUE POINT OF BEGINNING;

Thence continuing North 0° 11' 22" West, along the east line of Section 24, a distance of 671.02 feet to the east ¼ corner of Section 24 being marked by a BLM brass cap monument;

Thence North 0° 00' 36" East, along the east line of Section 24, a distance of 331.52 feet to a ½ inch rebar with a yellow plastic cap labeled RMES-PE/LS 2341;

Thence South 89° 52' 31" West a distance of 1304.01 feet to a ½ inch rebar labeled RMES-PE/LS 2341 and is on the east 1/16 line of Section 24;

Thence South 0° 04' 29" East, along the east 1/16 line of Section 24, a distance of 329.33 feet to a 3 inch aluminum cap monument labeled C-E 1/16, Sec 24, 1987, LS 4430 Land Surveyor's Inc;

Thence South 0° 11' 04" East, along the east 1/16 line of Section 24, a distance of 673.21 feet to a ½ inch rebar with a yellow plastic cap labeled RMES-PE/LS 2341;

Thence North 89° 52' 31" East a distance of 1303.57 feet to the TRUE POINT OF BEGINNING.

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into in duplicate this 16 day of April, 2001 by and between Hugh S. Selznick and Mary Kathryn Selznick, husband and wife, whose address is 333 North 18th Avenue, Pocatello, Idaho (hereinafter "Seller") and Reed W. Larsen and Linda Larsen, husband and wife, whose address is 2975 Trevor, Pocatello, Idaho, and Kim L. Cox and Teresa Cox, husband and wife, whose address is 2958 Butte, Pocatello, Idaho (hereinafter the Larsens and Coxes will be collectively referred to as "Buyer").

IT IS HEREBY AGREED AS FOLLOWS:

1. **SALE OF PROPERTY**: Seller covenants and agrees to sell and convey and Buyer covenants and agrees to purchase from Seller, 60 acres, more or less, of real property situated in Section 24, Township 6 South, Range 35 East, Bannock County, Idaho, and more particularly described as the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said section.

2. **PURCHASE PRICE**: The purchase price of the above-described property shall be \$180,000.00. The purchase price shall be paid by Buyer to Seller as follows:

2.1 \$120,000.00 upon the execution hereof and no later than April 16, 2001.

2.2 The balance of the purchase price to be paid by Buyer to Seller in cash at the time of closing, which shall take place on or before April 15, 2002.

3. **TITLE**: Seller represents and warrants to transfer title to the subject property in fee simple, free and clear from all claims and encumbrances, save and except those stated herein. Seller agrees to keep any obligations secured by the subject property current through the date of closing and to either (1) satisfy any obligations secured by the subject property in full prior to the date of closing, or (2) obtain a release of any secured party's interest in the property prior to the date of closing. In addition, prior to closing Seller will obtain a deed from Richard A. Wathne and Kelly C. Wathne releasing any interest they may have in the subject property. This sale is further contingent upon Seller and Richard A. Wathne and Kelly C. Wathne granting Buyer an easement for ingress and egress from Buckskin Road to the subject property. The location and description of the easement, which must be acceptable to Buyer, will be determined prior to closing.

On the closing date, Seller shall execute and deliver to Buyer a warranty deed. Said warranty deed shall be immediately recordable upon delivery at closing of the sale; and the title conveyed thereby from Seller to Buyer shall be marketable and insurable, except for rights reserved in federal patents, taxes and assessment for the current year which are an accruing lien not yet due, building or use restrictions, building or zoning regulations, ordinances of any governmental unit and rights-of-way and easements of record.

4. **TAXES AND ASSESSMENTS**: Seller shall pay all taxes and assessments against the subject property for the year 2001 and all prior years. The taxes and assessment for 2002 shall be prorated as of the date of closing. Thereafter, Buyer shall be responsible for all taxes and assessments.

5. **TITLE INSURANCE**: Seller shall furnish Buyer, at Seller's expense, with a standard form "owners" title insurance policy covering the real property in the amount of the purchase price, in form and substance satisfactory to Buyer. Prior to closing, Seller shall furnish to Buyer a preliminary title commitment and obtain approval thereof from Buyer.

6. **SURVEY, ENGINEERS' REPORTS**: Seller will furnish Buyer with a survey or engineer's report. Buyer may have complete access to the premises to obtain at Buyer's expense a survey of the property or a report from an engineer or any other person with respect to the condition of the property. The cost of the survey will be divided equally between Seller and Buyer.

7. **INSPECTION**: Buyer has had full opportunity for inspection of and is familiar with the physical condition of the premises and accepts the same in their present condition "as is" without relying upon any representation by Seller.

8. **RISK OF LOSS**: Risk of loss or damage to the property by fire or other casualty shall remain with Seller until closing, at which time it shall pass to Buyer.

9. **CLOSING**: The closing of this transaction and the transfer of title to the property shall be completed on April 15, 2002, unless a different date is agreed to by both parties.

9.1 Closing costs shall be shared equally by Seller and Buyer, except that each party shall bear their own attorney fees incurred in connection with the negotiation and documentation of this transfer.

9.2 The closing shall take place at the offices of Cooper & Larsen, Chartered, Pocatello, Idaho, or at such other place as the parties may mutually agree to.

9.3 At the time of closing, all parties agree to execute whatever documents are necessary to effect this transaction.

10. **BROKER**: No real estate agent represents either party in connection with this transaction and there are no brokerage commissions or fees payable in connection with the sale of the property.

11. **CRP PAYMENTS**: Seller shall be entitled to any CRP payments derived from the subject property in the year 2001. Buyer shall be entitled to any CRP payments derived from the subject property in the year 2002.

12. **DEFAULT**: In the event either party fails to perform any of the terms, conditions or provisions of this Agreement and such default is not cured within 30 days of receipt of written notice thereof to cure or correct the noticed default, the non-defaulting party may elect any or all of the following remedies:

12.1 To forfeit and terminate this Agreement. Upon such declaration, Seller shall be released from all obligation to convey the property, Buyer will be obligated to surrender any possession forthwith to Seller and any and all rights of Buyer to purchase under this Agreement shall immediately cease and terminate. In the event that Seller is the defaulting party, all payments made under this Agreement by Buyer shall be refunded to Buyer.

12.2 To require specific performance of this Agreement.

12.3 To accelerate the unpaid balance and bring an action for the unpaid balance due together with any other damages.

12.4 To pursue any and all other remedies allowed by Idaho law.

13. **TIME IS OF THE ESSENCE**: Time of performance of each party's obligations hereunder is of the essence of this Agreement.

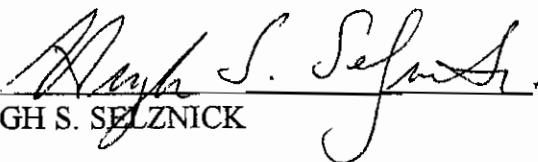
14. **MODIFICATION**: This Agreement may not be modified or amended except by further written agreement duly executed by the parties.

15. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their legal representatives, successors, heirs and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and the year first written above.

SELLER:

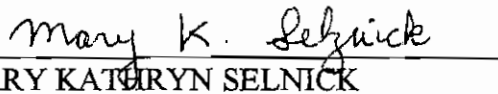
BUYER:



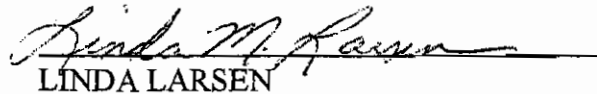
HUGH S. SELZNICK



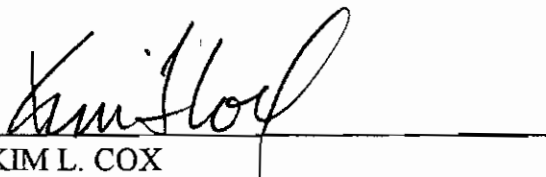
REED W. LARSEN



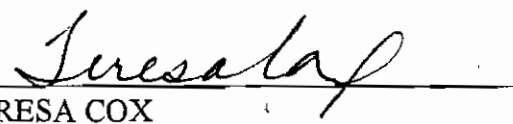
MARY KATHRYN SELZNICK



LINDA LARSEN



KIM L. COX



TERESA COX

PARCEL 2:

A parcel of land located in the East ½ Southeast ¼ of Section 24, Township 6 South, Range 35 East, Boise Meridian, Bannock County, Idaho, described as follows;

Commencing at the southeast corner of Section 24 being marked by as shown in the Bannock County Recording Instrument Number 799958;

Thence North 0° 11' 22" West, along the east line of Section 4, a distance of 1979.99 feet to a ½ inch rebar with a yellow plastic cap labeled RMES-PE/LS 2341 and is the TRUE POINT OF BEGINNING;

Thence continuing North 0° 11' 22" West, along the east line of Section 24, a distance of 671.02 feet to the east ¼ corner of Section 24 being marked by a BLM brass cap monument;

Thence North 0° 00' 36" East, along the east line of Section 24, a distance of 331.52 feet to a ½ inch rebar with a yellow plastic cap labeled RMES-PE/LS 2341;

Thence South 89° 52' 31" West a distance of 1304.01 feet to a ½ inch rebar labeled RMES-PE/LS 2341 and is on the east 1/16 line of Section 24;

Thence South 0° 04' 29" East, along the east 1/16 line of Section 24, a distance of 329.33 feet to a 3 inch aluminum cap monument labeled C-E 1/16, Sec 24, 1987, LS 4430 Land Surveyor's Inc;

Thence South 0° 11' 04" East, along the east 1/16 line of Section 24, a distance of 673.21 feet to a ½ inch rebar with a yellow plastic cap labeled RMES-PE/LS 2341;

Thence North 89° 52' 31" East a distance of 1303.57 feet to the TRUE POINT OF BEGINNING.

Contains 30.00 acres, more or less.