

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.

RECEIVED
 JUL 10 2006
 DEPARTMENT OF
 WATER RESOURCES
 SOUTHERN 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
36-12220					

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) Edward A. Freiburger
- Dolores T. Freiburger
4. New Owner/Claimant(s) Travis Crystal & Stephanie Crystal
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 426 North 100 West
- City, State and ZIP Code Rupert, ID 83350
- New Telephone Number () 208 532-4001
5. Date you acquired the property June 29, 2006

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)

Tracy Cristall
Sherrilee Cristall

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 *[Signature]* Date 7/10/06 Fee 25.00
 Received by *[Signature]* Date 7/11/06 Receipt No. 8028779
 Processed by _____ AJ Date _____ WR _____ Date _____

COPY

WARRANTY DEED

485425

#20182

For Value Received

Edward Freiburger and Dolores Freiburger, husband and wife

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

Travis Crystal and Stephanie Crystal, husband and wife

Address: 426 North 100 West, Rupert, ID 83350

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

**TOWNSHIP 8 SOUTH, RANGE 24 EAST, BOISE MERIDIAN,
MINIDOKA COUNTY, IDAHO**

SECTION 32: A portion of Farm Unit C, Tract C of the North Side Pumping Division, Minidoka Project, Idaho (as shown by plat, dated May 18, 1955, on file in the office of the County Recorder, Minidoka County, Idaho), AND a portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Commencing at the Southwest corner of Section 32, marked by a brass cap; thence along the West line thereof North 00°24'33" West 996.96 feet to the TRUE POINT OF BEGINNING; Thence continuing North 00°24'33" West 322.77 feet to a brass cap at Corner No. 3 of Farm Tract C, said cap also being the Northwest Corner of the S $\frac{1}{2}$ SW $\frac{1}{4}$; Thence continuing along the West line of said Section 32 North 00°24'55" West 148.17 feet; Thence leaving said West line North 89°35'34" East 30.00 feet to a ½ inch rebar set on the East line of the county road easement; Thence continuing North 89°35'34" East 385.31 feet to a ½ inch rebar; Thence South 00°24'26" East 279.12 feet to a ½ inch rebar set on the South line of said lands of Freiburger; Thence along the South line thereof South 47°08'43" West 215.18 feet to a ½ inch rebar; Thence continuing along the South line of the lands of Freiburger South 77°58'11" West 231.28 feet (recorded as 231.3 feet) to a ½ inch rebar; Thence continuing along said South line South 89°35'27" West 29.96 feet (recorded as 30.00 feet) to the TRUE POINT OF BEGINNING.

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 2006 and subsequent years.

Instrument # 485425

**MINIDOKA COUNTY, RUPERT, IDAHO
2006-07-05 01:31:46 No. of Pages: 2
Recorded for : RUPERT LAND TITLE
DUANE SMITH Fee: 6.00
Ex-Officio Recorder Deputy**

La

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

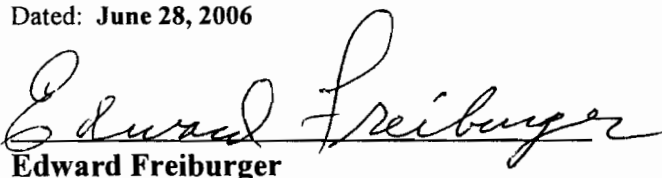
A Power Line Easement, dated June 13, 1973, executed by Edward A. Freiburger and Dolores T. Freiburger, his wife, to Idaho Power Company, a corporation, recorded March 26, 1974 as Document No. 240457, Minidoka County records, granting a right of way and easement for the erection and continued maintenance of electrical transmission lines and other equipment over the herein described real property, together with all rights of ingress and egress.

Consent And Use Agreement, dated April __, 1999, by and between A & B Irrigation District, a duly organized irrigation district, and George O. Grant and Ellen Grant, husband and wife, R.J.T. Farming, Inc., a corporation, Kenneth R. Kostka and Nanette Kostka, husband and wife, and Edward Freiburger and Dolores Freiburger, husband and wife, recorded February 13, 2001 as Document No. 451490, Minidoka County records.

Agreement, dated April 8, 1999, by and between A & B Irrigation District, a duly organized irrigation district, and George O. Grant and Ellen Grant, husband and wife, Edward Freiburger and Dolores Freiburger, husband and wife, Ralph J. Graham, and George R. Grant and Jackie Grant, husband and wife, recorded February 13, 2001 as Document No. 451491, Minidoka County records

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.

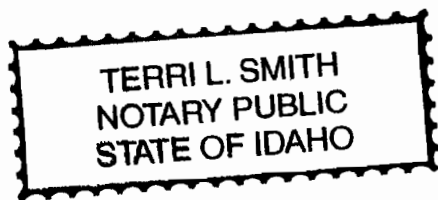
Dated: June 28, 2006

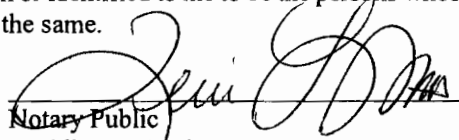

Edward Freiburger


Dolores Freiburger

STATE OF IDAHO)
) ss.
COUNTY OF MINIDOKA)

On this 28th day of June, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared Edward Freiburger and Dolores Freiburger, 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.




Notary Public
Residing at: Burley, ID
My Commission expires: 08/02/08

THE

#484425

PARCEL "1"
A PORTION OF
INST. No. J70690 & 191818, M.C.R.
3.934 ACRES

GPS BASIS OF BEARING

MOON & ASSOCIATES, INC.
ENGINEERING & LAND SURVEYING

525 F. STREET RUPERT, IDAHO 83350
PHONE (208) 436-3714

RECORD OF SURVEY
OF A PORTION OF THE LANDS OF
EDWARD & DELORES FREIBURGER
OF RECORD
INST. No. 370690 & 191818, M.C.R.

PROGRAM BY: S.A.	DATE: 17APR68
CHECKED BY: D.E.M.	JOB NO.: 06050
PROGRAM: 06050-MS	8142-J2

SURVEYOR'S CERTIFICATION

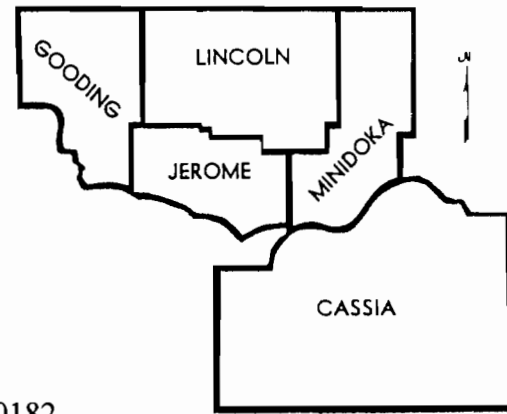
I, DAIR WOON, A REGISTERED PROFESSIONAL ENGINEER AND LAND SURVEYOR,
 OREGON LICENSE NO. 7970, DO HEREBY ATTEST THAT THE PLAT DEPICTED
 HEREON WAS SURVEYED BY ME OR UNDER MY DIRECT SUPERVISION AND IS A
 TRUE AND CORRECT REPRESENTATION THEREOF, REQUESTED BY ED FRODLINGER.

REFERENCES

1. U.S. BUREAU OF RECLAMATION SUPPLEMENTAL SURVEY OF SECTION 32 APPROVED MAY 18, 1955 & APRIL 23, 1960
 2. RECORD OF JURY RECORDED MAR 27 2003 IN INSTRUMENT No. 464992, U.C.R.
 3. WARRANTY DEED RECORDED AUGUST 2, 1987 AS INSTRUMENT No. 191810, U.C.R.

Land Title and Escrow, Inc.

A FULL SERVICE TITLE COMPANY



July 6, 2006

REFER TO:
OFFICE: #20182
Rupert

Idaho Department of Water Resources
1341 Fillmore St., Suite 200
Twin Falls, ID 83301-3380

RECEIVED
JUL 10 2006
DEPT. OF WATER RESOURCES
SOUTHERN REGION

RE: Transfer Water Rights

Dear Sir or Madam:

Please find enclosed check #14272 in the amount of \$25.00, representing the fee to have water rights transferred from Edward Freiburger to Travis Crystal.

Should you have any questions concerning this letter please don't hesitate to contact this office.

Very truly yours,
LAND TITLE AND ESCROW, INC.


Jann Simpson

enclosure

pc/file

REAL ESTATE PURCHASE AND SALE AGREEMENT

Rev. 1/00

(with Earnest Money Provision)

THIS CONTRACT CONTROLS THE TERMS OF SALE OF THE PROPERTY. READ CAREFULLY BEFORE SIGNING: IF ANY QUESTION, CONSULT YOUR ATTORNEY.

Travis D. Crystal & Stephanie Crystal Rupert, Idaho 4/14 2006
(hereinafter called "Buyer") agrees to purchase, and the undersigned Seller agrees to sell the following described real estate hereinafter referred to as "premises" located in
County of Minidoka
State of Idaho, commonly known as 426 N. 100 W. Rupert, ID
legally described as:

(A FULL AND COMPLETE LEGAL DESCRIPTION MUST BE INSERTED, ATTACHED OR WRITTEN ON THE REVERSE HEREOF PRIOR TO EXECUTION BY SELLER. Buyer hereby authorizes broker to insert over his signature the correct legal description of the premises if unavailable at the time of signing, or to correct the legal description previously entered if erroneous or incomplete.)

1. TOTAL PURCHASE PRICE IS One hundred Seventy ~~thousand~~ thousand
dollars & no/100 DOLLARS (\$ 170,000⁰⁰) payable as follows:

A. Earnest Money.
(a) Buyer hereby deposits and a receipt is hereby acknowledged of Five hundred Dollars (\$ 500⁰⁰)
evidenced by: ☐ Cash, ☒ Personal Check, ☐ Cashiers Check, ☐ Note Due, or
paid or delivered as earnest money in part payment of the purchase price for the premises.
(b) Earnest Money to be deposited in trust account upon acceptance by all parties.
(c) All Earnest Money shall be held by Land Title & Escrow, Inc. for the benefit of the parties hereto,
and (Broker) shall hold the completely executed broker's copy of this agreement.

B. Balance of purchase price to be paid as follows: Loan through Company (Bank of Idaho)
of Buyers choice. This is contingent upon Buyers ability
to obtain financing.

2. Buyer's offer is made subject to the acceptance of Seller on or before 4/14/06
If Seller does not accept this agreement within the time specified, the entire Earnest Money shall be refunded to Buyer on demand.

3. Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of closing. Any liens, encumbrances or defects which are to be discharged or assumed by Buyer or to which title is taken subject to (not otherwise set forth above) are:
N/A

4. The Seller shall, within a reasonable time after closing, furnish to the Buyer a title insurance policy in the amount of the purchase price of the premises from a title insurance company showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out in this agreement to be discharged or assumed by the Buyer. Prior to closing the transaction, the Seller shall furnish to the Buyer a preliminary report or commitment made by a title insurance company showing the condition of the title to said premises. The parties agree that
Title Company shall provide said title policy and preliminary report or commitment. It is agreed that if the title to said premises is not marketable, or cannot be made so within thirty (30) days after notice containing a written statement of defects is delivered or mailed to the Seller, or if the Seller, having approved said sale fails to consummate the same as herein agreed, such failure shall constitute a default and the Earnest Money shall be returned to the Buyer and Seller shall pay for the cost of title insurance, escrow and legal fees, if any. Buyer's acceptance of the Earnest Money does not constitute a waiver of other remedies available.

5. It is hereby agreed that the "closing agent" for this agreement shall be Land Title & Escrow, Inc.
is the broker responsible for the closing.

Where not otherwise provided by law, the parties shall each pay one-half of said closing agent's fees. The closing date shall be on or before 7/1/06

6. On or before the closing date, Buyer and Seller shall deposit with the closing agent all funds and instruments necessary to complete the sale.
7. Seller shall deliver possession to Buyer on or before Day of closing and taxes and water assessments (using the last available assessment as a basis), rents, insurance premiums, interest and reserves on liens, loans or obligations assumed or taken subject to, and utilities shall be prorated as of Day of closing except as follows:

Buyer shall pay for fuel in fuel tank, the amount to be determined by the supplier at Seller's expense.

8. The parties agree that this agreement contains the following additional terms and conditions: Sellers will pay for Survey;
Septic pumping; Standard owners title policy; Buyers to pay Lenders
closing fees; Escrow fee to be split equally between Buyers & Sellers

9. The following items of property now on the premises are specifically excluded from the sale: Sellers personal Belongings

The following items of personal property are specifically included in the sale: Hand Fan; TV Antennas; Window
Coverings

10. IMPORTANT: THE REVERSE OF THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS WHICH ALSO CONSTITUTE PART OF THE AGREEMENT. Each of the parties acknowledges reading this agreement in full.

Listing Agency: _____ Selling Agency: _____
By: _____
BUYER Travis Crystal BUYER'S ADDRESS 208 - 431-0057
BUYER Stephanie Crystal BUYER'S PHONE _____
4-11-06

On this date, 4-11-06, I/We hereby approve and accept the sale set forth in the above agreement and agree to carry out all the terms thereof on the part of the Seller, and the undersigned Seller further agrees to pay a commission of _____% of selling price or _____ DOLLARS (\$ _____) to the above named broker(s) for services.

I/We further acknowledge receipt of a true copy of this agreement with the complete legal description of the premises inserted and signed by both parties.
SELLER Edward P. Frechberger SELLER'S ADDRESS 436-4057
SELLER Deanna Hinchman SELLER'S PHONE _____

A true copy of the foregoing agreement, signed by the Seller and containing the full and complete legal description of the premises, is hereby received on this _____ day of _____, 20____.

BUYER STATE OF IDAHO)
County of _____) SS
On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____
known to me to be the person(s) who signed the foregoing instrument as Seller and acknowledged to me that _____ he _____ executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

BROKER'S COPY
Notary Public for Idaho Residing at _____