RECEIVED
MAY 0 6 2005
DEPARTMENT OF WATER RESOURCES

Form 42-248/42-1409(6) July, 2000

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 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
[redacted]					
[redacted]					
29-2613					
29-7435					

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): Wilbur Krein
   3350 S Eagle Rock Rd, American Falls ID 83211

4. New Owner/Claimant(s): Krystal and Melissa Krein
   Name Connector (Check one): [X] and, [ ] or, [ ] and/or

   New Mailing Address: 3324 S. Eagle Rock Rd

   City, State and ZIP Code: American Falls, ID 83211

   New Telephone Number: (208) 226-2824

5. Date you acquired the property: 3-12-04

RECEIVED
APR 2 6 2005
Department of Water Resources
Eastern Region

SUPPORT DATA
IN FILE #29-2613

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) _____

Melissa J Klein

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 GC Date 4-26-05 Fee $50 -
Receipted by GC Date 4-26-05 Receipt No. E 030828
Processed by _____ AJ Date _____ WR _____ Date _____

RECEIVED
APR 26 2005
Department of Water Resources
Eastern Region

This Deed corrects and supersedes Instrument No. 184496.

Instrument # 184496
POWER COUNTY, IDAHO
2004-03-03 10:30:32 No. of Pages: 4
Recorded for : RACINE OLSON NYE BUDGE & BAILEY
CHRISTINE STEINLICHT Fee: 12.00
Ex-Officio Recorder Deputy Marcean Schelske

Instrument # 184676
POWER COUNTY, IDAHO
2004-04-05 10:33:13 No. of Pages: 4
Recorded for : RACINE, OLSON, NYE, BUDGE & BAIL
CHRISTINE STEINLICHT Fee: 12.00
Ex-Officio Recorder Deputy Deanna L. Curry

CORRECTION
WARRANTY DEED

FOR VALUE RECEIVED, WILBUR R. KREIN AND VERNENE KREIN, husband and wife, of 3350 Eagle Rock Road, American Falls, Idaho 83211 (hereinafter "Grantors"), do hereby grant, bargain, sell and convey unto KRYST R. KREIN AND MELISSA KREIN, husband and wife, whose current address is 3324 S. Eagle Rock Road, American Falls, Idaho 83211 (hereinafter "Grantees"), their heirs and assigns forever, the following described premises in Power County, Idaho, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED BY REFERENCE.

TO HAVE AND TO HOLD the said premises, with their appurtenances, including all water, gas, oil and mineral rights.

Grantors do hereby covenant that they are the owners in fee simple of said premises, that they are free from all encumbrances excepting discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, easements or claims of easement not shown by the public records, use restrictions and building and zoning regulations and ordinances of any governmental unit, and that they will warrant and defend the same from all lawful claims.

DATED this 6th day of February, 2004.

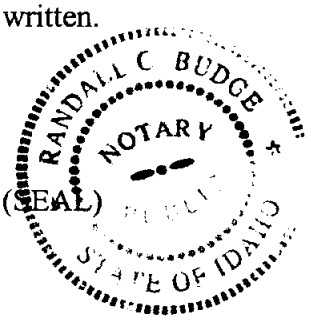
Wilbur R. Krein
WILBUR R. KREIN

Vernene J. Krein
VERNENE KREIN

STATE OF IDAHO)
: ss
County of Bannock)

On this 6th day of February, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Wilbur R. Krein and Vernene Krein, known to me to be the persons whose names are subscribed to the foregoing and acknowledged to me that they executed the same.

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



(SEAL)

Randall C. Budge
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello, ID.
My Commission expires: 10/11/2006

EXHIBIT "A"

Township 8 South, Range 30 East, B.M., Power County, Idaho.

Section 15: S1/2 SE1/4.

Section 22: SE1/4 SE1/4 lying northwest of Highway 30.
That portion of SE1/4 lying south and east of Interstate 86.
N1/2 NE1/4 lying northwest of Highway 30.

Section 28: That portion of the SE1/4 and the E1/2 NE1/4 lying south of Interstate 86.

Section 27: All of that portion of Section 27 lying south and east of Interstate 86, except the following described tract:

EXCEPTING:

A parcel of land located in the southeast quarter of the northeast quarter of Section 27, Township 8 South, Range 30 East, Boise Meridian, the same being a portion of the lands described in that warranty deed instrument No. 111169 and recorded in the official records of Power County, Idaho, more particularly described as follows:

Commencing at the northeast corner of Section 27, Township 8 South, Range 30 East, Boise Meridian, said corner being monumented by a 5/8" reinforcement bar as described and witnessed in that Corner Perpetuation and Filling Record instrument No. 116535 and recorded in the official records of Power County, Idaho, the same being South 89°22'04" East 5211.06 feet from the northwest corner of said Section 27, basis of bearings; Thence South 10°26'00" West for a distance of 1511.43 feet to the True Point of Beginning;
Thence through the lands of said warranty deed instrument No. 111169 for the following four (4) calls;
(1) South 01°23'12" East for a distance of 107.61 feet;
(2) Thence South 89°31'11" West for a distance of 215.94 feet;
(3) Thence North 01°23'12" West for a distance of 107.61 feet;
(4) Thence North 89°31'11" East for a distance of 215.94 feet to the True Point of Beginning.

Contains 0.5 acres of land.

ALSO EXCEPTING a right-of-way granted to Kelly A. Woodworth approximately 20 feet in width and 200 feet in length upon the existing roadway through the E1/2 of Section 27 to provide ingress and egress from Rock Creek Road.

EXHIBIT A-1

PARCEL 1:

Township 8 South, Range 30 E.B.M., Power County, Idaho.

Section 15: S½SE¼.

Section 22: SE¼NE¼ lying NW of HWY 30.

PARCEL 2:

Township 8 South, Range 30 E.B.M., Power County, Idaho.

Section 22: That portion of the SE¼ lying S. and E. of Interstate 86.

Section 26: That portion lying W. of County Road No. FAS 1726.

Section 27: All of that portion of Section 27 lying S. and E. of Interstate 86, EXCEPT the following described tract: Commencing at the SE corner of said SE¼NW¼, thence W. 195.0 feet to the Point of Beginning; thence continuing W. along the S. line of said SE¼NW¼ a distance of 523.60 feet; thence N. 23 56' W. a distance of 164.22 feet; thence N. 66 36' E. a distance of 505.86 feet; thence S. 19 44'30" E. a distance of 376.62 feet, more or less, to the Point of Beginning.

Section 28: That portion of the SE¼ and the E½NE¼ lying S. of Interstate 86.

PARCEL 3:

Commencing at the SE corner of the SE¼NW¼ of Section 27, Township 8 South, Range 30 E.B.M., Power County, Idaho; thence W. 195.0 feet to the Point of Beginning; thence continuing W. along the S. line of said SE¼NW¼ a distance of 523.60 feet; thence N. 23 56' W. a distance of 164.22 feet; thence N. 66 36' E. a distance of 505.86 feet; thence S. 19 44'30" E. a distance of 376.62 feet, more or less, to the Point of Beginning.

PARCEL 4:

Township 8 South, Range 30 E.B.M., Power County, Idaho.

Section 22: N½NE¼ lying Northwest of Highway 30.

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into this 6th day of February, 2004, by and between WILBUR R. KREIN AND VERNENE KREIN, husband and wife, whose address is 3350 Eagle Rock Road, American Falls, Idaho 83211, herein referred to as "Seller", and KRYST R. KREIN AND MELISSA KREIN, husband and wife, whose address is 3324 S. Eagle Rock Road, American Falls, Idaho 83211, hereinafter referred to as "Buyer".

IT IS HEREBY AGREED AS FOLLOWS:

1. **SALE OF PROPERTY:** The Seller shall sell and the Buyer shall purchase, upon the terms and conditions herein provided, all of the Seller's right, title and interest in and to the following described property located in Power County, Idaho, to-wit:

1.1 Real Property:

The real property described in Exhibit A attached hereto and incorporated by reference.

Together with all water rights, improvements and other appurtenances.

Home occupied by Sellers' daughter, Kelly Woodworth, located at 3430 Rock Creek Road to be excluded.

Sellers' residential home located at 3350 Eagle Rock Road to be excluded.

1.2 Farm Machinery and Equipment:

See Exhibit "B" attached hereto and incorporated by reference.

2. **PURCHASE PRICE:** The total purchase price to be paid by Seller to Buyer for the described property shall be $1,226,000. The purchase price shall be paid as follows:

2.1 $0 earnest money paid by Buyer upon execution of this Agreement, receipt of which is acknowledged by Seller, to be credited to the purchase price at closing.

2.2 $0 downpayment in cash at closing.

2.3 The $1,226,000 balance of the purchase price, together with interest at the rate of six and one-half percent (6 ½ %) per annum accruing from the date of the execution of this Agreement shall be due and payable in three hundred

sixty (360) equal consecutive monthly installments of $7,750.00 commencing the first day of the month following closing.

2.4 The deferred purchase price shall be evidenced by a standard form promissory note execute by Buyer in favor of Seller at closing and shall be secured by a first lien mortgage against the subject real property.

2.5 Buyer shall have no right to prepay any sum, except with the written consent of Seller. Upon sale of the property by Buyer, Sellers at their option and in their sole discretion, shall have the right to accelerate and declare due and payable in full any remaining unpaid balance.

2.6 Any prepayment shall be applied first to interest and then to installments last to become due hereunder and shall not affect the obligation to pay the remaining installments.

3. **TITLE:** Title of Seller is to be conveyed by warranty deed and is to be marketable and insurable except for rights reserved in federal patents, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record unless objected to by Buyer in advance of closing. Liens, encumbrances or defects, if any, to be discharged by Seller may be paid out of purchase money at date of closing.

4. **TITLE INSURANCE:** Seller will provide Buyer at closing with a standard form Owner's Title Insurance Policy. Prior to closing Buyer shall obtain a commitment for title insurance, showing the condition of the title to said premises. Buyer shall review the commitment and notify Seller of any title exceptions contained therein which are inconsistent or contrary to Seller's agreement to deliver clear title. Seller shall have thirty days to clear any title exceptions. Seller may, however, satisfy at closing with the sales proceeds any lien obligations listed in the title report. In any case, Seller agrees to deliver title lien free.

Waived by Buyer KK DAV

5. **SURVEY, ENGINEER'S REPORTS:** Buyer has and may continue to have complete access to the premises to obtain any survey or engineer's report it may desire prior to closing at its expense. Seller shall have no further obligation to furnish Buyer with any survey or engineer's report.

6. **TAXES AND ASSESSMENTS:** Seller shall pay all taxes and assessments against the subject property for 2003 and prior years. Taxes and assessments against the property for 2004 shall be pro rated as of the date of closing, and thereafter shall be the sole responsibility of Buyer.

7. **BUYER'S CONTINGENCIES:** Closing of this agreement is contingent upon satisfaction of the following conditions unless waived by Buyer:

7.1 Buyer's approval of Seller's title to the subject property.

7.2 Buyer's determination that the property is not in violation of any state or federal environmental laws or regulations.

If any of the conditions are not satisfied, this agreement shall be void at Buyer's option and the earnest money shall be promptly returned to Buyer.

8. **SELLER'S CONTINGENCIES:** The closing of this Agreement is contingent upon satisfaction of the following conditions unless waived by Seller: NONE.

9. **CLOSING:** Closing shall occur no later than thirty (30) days from the date Buyer is provided with the Commitment for Title Insurance. The closing shall occur at such time and place as the parties may mutually agree.

9.1 At the time of closing, Seller shall execute and deliver to Buyer a standard form Warranty Deed conveying title to the real property with such closing statements and other documents as may be required to carry out the sale.

9.2 At the time of closing, Buyer shall pay the downpayment, shall execute and deliver to Seller a standard form promissory note for the deferred purchase price, Mortgage pledging the subject real property as security for repayment, and execute such closing statements and other documents as may be required to carry out the purchase.

9.3 Seller shall provide Buyer with a standard form Owner's Title Insurance Policy, the cost of which will be paid by Seller.

9.4 All closing costs shall be shared equally between the parties, except that each party shall be responsible for paying their own respective attorney fees and other expenses incurred in connection with the sale.

10. **POSSESSION:** Possession shall be delivered to Buyer on the date of closing, at which time the risk of loss or damage to the property by fire or other casualty shall belong to Buyer.

11. **SELLER'S REPRESENTATIONS:** Seller makes the following representations:

11.1 To the best of its knowledge, the property improvements contain no material defects and the property is free of environmental contamination.

11.2 That Seller has not received or relied on any statement or representation of Buyer which are not herein expressed.

11.3 That this agreement was prepared by Seller's attorney and that Buyer must seek independent counsel for advise on legal and tax matters.

12. **BUYER'S REPRESENTATIONS:** Buyer makes the following representations:

12.1 That they have not received or relied on any statement or representation from the Seller which are not herein expressed.

12.2 Buyer has entered into this Agreement relying solely on information and knowledge obtained from its investigation or personal inspection of the premises.

12.3 Buyer accepts the property in its current condition, "as is", and without any warranty express or implied, excepting only warranties of title.

13. **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.

14. **INDEMNIFICATION OF SELLER:** Buyer shall, from and after the closing, indemnify, defend and hold Seller harmless from any and all claims, costs, liability, or expense, including reasonable attorney fees, arising out of (a) operation and use of the property subsequent to closing; (b) any breach of warranty, covenant, agreement or representation made by Buyer in this Agreement; (c) any nonfulfillment of any agreement of Buyer under this Agreement; and (d) all actions, suits, proceedings, demands, assessments, judgments, costs and expenses incident to any of the foregoing.

15. **SALE OR ASSIGNMENT:** The property hereinabove described, this Agreement, the Promissory Note, Deed of Trust and any other instrument executed pursuant hereto and the rights of Buyer hereunder may be sold, assigned, mortgaged or encumbered only upon the express written consent of Seller, which consent shall not be unreasonably withheld.

16. **DEFAULT:** If, after all conditions of this agreement are satisfied and Seller is ready and able to perform, Buyer refuses to consummate the sale, Seller may terminate this Agreement. If Buyer is ready and able to perform and Seller refuses to close the transaction and deliver title, Buyer shall be entitled to specific performance in addition to all other remedies allowed by law.

17. **TIME OF ESSENCE:** Time is of the essence of this agreement.

18. **BINDING EFFECT:** This agreement shall be binding upon the heirs, personal representatives, successors and assigns of the respective parties hereto.

19. **INSURANCE:** The risk of loss or damage to the property hereinabove described by fire or other casualty is retained by Seller until the date of possession by Buyer.

20. **NOTICES:** Any notices and communications between the parties for the purpose of complying with or enforcing the terms of this agreement shall be in writing and delivered to the other party either personally or by certified mail, return receipt requested at the addresses provided below:

BUYER: Kryst R. Krein and Melissa Krein
3324 S. Eagle Rock Road
American Falls, Idaho 83211

SELLER: Wilbur R. Krein and Vernene Krein
3350 Eagle Rock Road
American Falls, Idaho 83211

Copy to: Randall C. Budge
Racine, Olson, Nye, Cooper & Budge, Chartered
P.O. Box 1391
Pocatello, Idaho 83204-1391

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed upon attempted delivery by the post office.

21. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire agreement between the parties and supersedes any and all previous oral or written agreements between the parties concerning the subject matters of this Agreement.

22. **ATTORNEY FEES:** In the event either party is required to retain the services of an attorney in order to enforce the terms or provisions of this Agreement, the prevailing party in any litigation arising therefrom shall be entitled to recover reasonable attorney fees and costs incurred.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates recited below.

BUYER:

Feb. 6th, 2004
DATE

By _____
KRYST R. KREIN

By _____
MELISSA KREIN

SELLER:

Feb. 6th, 2004
DATE

_____
WILBUR R. KREIN .

Feb. 6th, 2004
DATE

_____
VERNENE KREIN

STATE OF IDAHO)
: ss
County of Bannock)

On this 6 day of February, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Wilbur R. Krein and Vernene Krein, husband and wife, known to me to be the persons whose names are subscribed to the foregoing and acknowledged to me that they executed the same.

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

RANDALL C. BUDGE NOTARY PUBLIC (SEAL) STATE OF IDAHO

Randall C. Budge
NOTARY PUBLIC FOR IDAHO
Residing at: Poc, ID.
My Commission expires: 10/11/2006

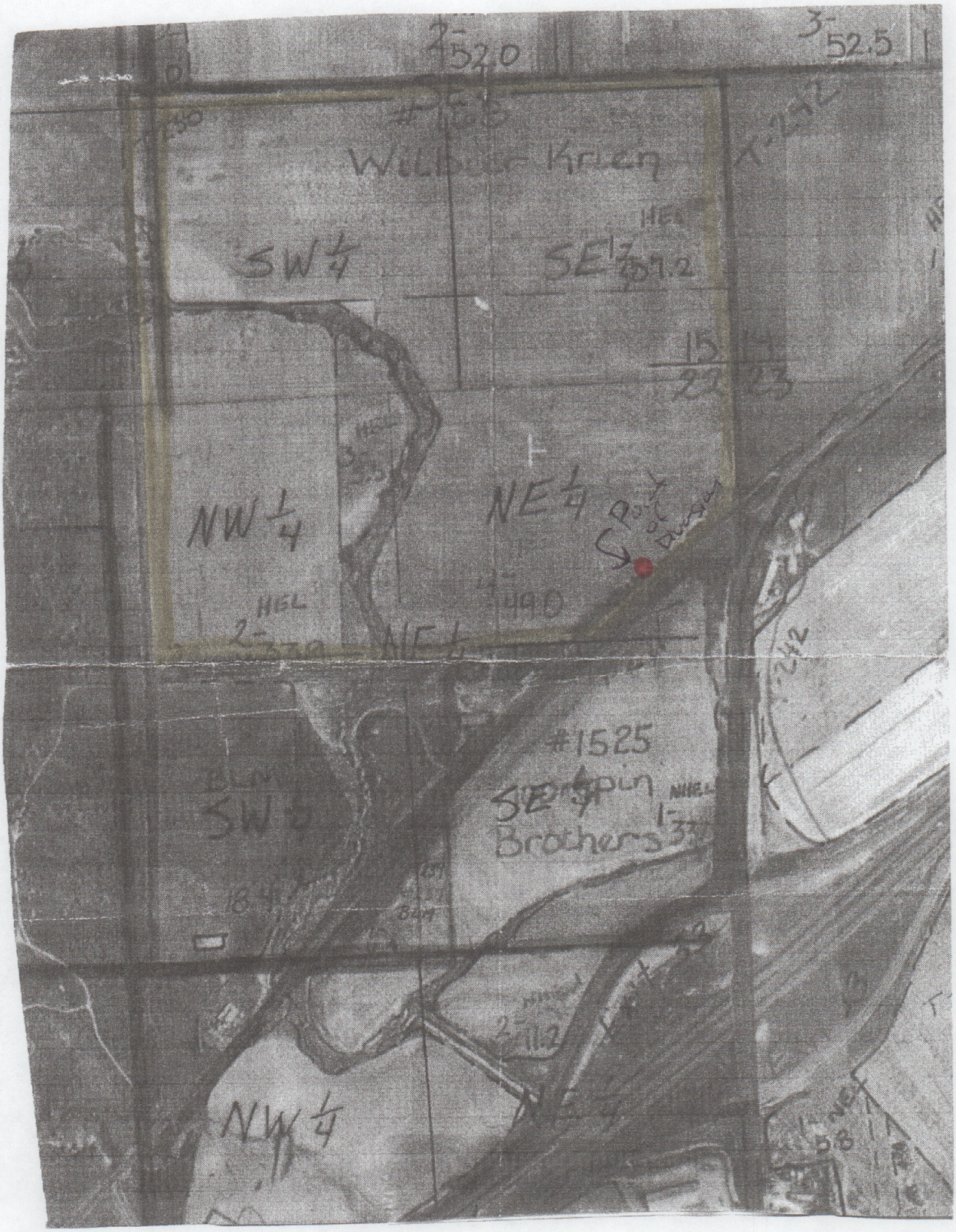
STATE OF IDAHO)
: ss
County of)

On this 6 day of February, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Kryst R. Krein and Melissa Krein, known to me to be the persons whose names are subscribed to the foregoing and acknowledged to me that they executed the same.

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

RANDALL C. BUDGE NOTARY PUBLIC (SEAL) STATE OF IDAHO

Randall C. Budge
NOTARY PUBLIC FOR:
Residing at: Pocatello, Id.
My Commission expires: 10/11/2006


2-52.0
3-52.5
Willard Krien
SW 1/4
SE 1/4
NW 1/4
NE 1/4
#1525
Brothers
NW 1/4


Interstate I-86
#168
Wilbur
Krein
Point of Diversion
Park Creek Rd
NHEL
HEL
33
34
27
28