

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED

AUG 13 2020

WATER RESOURCES
WESTERN REGION

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
6513975	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: William Alden
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): S & S Holdings, LLC Sharon G. Alden-Svenson
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 509 Middle Fork Rd Garden Valley ID 83622
Mailing address City State ZIP
208 462-5100 sharon.kurtsvenson@gmail.com
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: November 2018
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 ☐ \$25 per *undivided* water right.
 ☐ \$100 per *split* water right.
 ☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Sharon G. Alden-Svenson S & S Holdings LLC Member 50% 08-04-2020
Signature of new owner/claimant Title, if applicable Date

Signature: [Signature] S & S Holdings LLC Member 50% 8/4/20
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by CS Date 08/13/2020 Receipt No. W048616 Receipt Amt. \$25⁰⁰
Active in the Water Supply Bank? Yes ☐ No ☒ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒
Name on W-9 _____ Approved by LE Processed by LE Date 08/22/2020

BOISE C
TO BOX
TRAY

Instrument # 261782

IDAHO CITY, BOISE COUNTY, IDAHO

11-19-2018 12:38:17 PM No. of Pages: 2

Recorded for : SHARON ALDEN-SVENSON

MARY T. PRISCO

Fee: 15.00

Ex-Officio Recorder Deputy

Index to: DEEDS

Aristi Coffelt

QUITCLAIM DEED

Sharon Gail Alden-Svenson, a married woman as her sole and separate property, as Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, and convey unto S & S Holdings LLC, an Idaho limited liability company, whose business address of record is 509 Middle Fork Road, Garden Valley, Idaho 83622, as Grantee, and to Grantee's successors and assigns forever, any and all property interests owned or possessed in that certain parcel of real property located in Garden Valley, the County of Boise, state of Idaho which is more particularly described as follows:

Lot 4 of PINE TREE RANCH SUBDIVISION NO. 11, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED AS INSTRUMENT NO. 96842, Records of Boise, County, Idaho.

TO HAVE AND TO HOLD the foregoing premises, with their appurtenances, unto the Grantee and unto said Grantee's heirs and assigns forever, subject to any limiting terms contained herein.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to this instrument this 19th day of November 2018.

Sharon Gail Alden-Svenson
Sharon Gail Alden-Svenson, Grantor

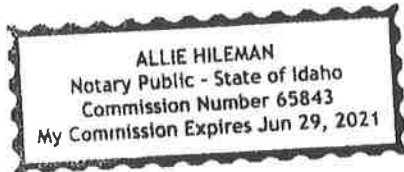
Acknowledged and Agreed as to the sole and separate property designation of the Grantor's property described above and transferred hereby.

Kurt Svenson
Kurt Svenson, spouse of Grantor

STATE OF IDAHO)
) ss.
County of Boise)

On this 19 day of November, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared the Grantor, Sharon Gail Alden-Svenson, a married woman, and her spouse, Kurt Svenson, both known or identified to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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





Notary Public for Idaho
Residing at Garden Valley, Idaho
My commission expires: 6/29/21

Instrument # 214615
IDAHO CITY, BOISE COUNTY, IDAHO
2007-07-06 12:34:34 No. of Pages: 2
Recorded for: IAN GEE
CONSTANCE SWEARINGEN Fee: 6.00
Ex-Officio Recorder Deputy
Index to: DEEDS

RECEIVED

APR 20 2021

WATER RESOURCES
WESTERN REGION

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, is made by Kathleen Ann Bieltz, Grantor, as personal representative of the estate of William Alfred Alden, deceased, to Sharon Gail Alden-Svenson, as Grantee, whose address is number 509 Middle Fork Road, Garden Valley, Idaho 83622.

RECITALS

WHEREAS, Grantor is the qualified personal representative of the probate estate of William Alfred Alden, filed as Probate Case No. 2006 P 008612 in the Circuit Court of Cook County, Illinois and with ancillary recognition by the State of Idaho in the Boise County District Court of Idaho, as case number CV-07-132; and

WHEREAS, Grantee has been identified by the Last Will and Testament of William Alfred Alden to be a beneficiary of the estate and was further identified by the decedent, William Alfred Alden, to be the intended recipient of the hereinafter described real property;

GRANT OF CONVEYANCE

NOW THEREFORE, Grantor conveys and releases to Grantee all of the right, title, interest, and estate of the probate estate of William Alfred Alden and also all of the right, title, interest, and estate that said probate estate may have acquired by operation of law or otherwise, in and to the following real property with the Boise County tax parcel number of RP 054110000040 A, located in Garden Valley, Idaho, and which is more particularly described as follows:

Lot 4 of PINE TREE RANCH SUBDIVISION NO. 11, ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED AS INSTRUMENT NO. 96842, Records of Boise County, Idaho.

TO HAVE AND TO HOLD the above described premises, together with all appurtenances, unto the Grantee and the Grantee's heirs and assigns forever.

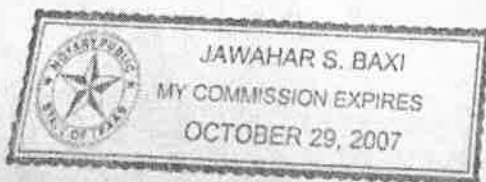
IN WITNESS WHEREOF, the Grantor has hereunto set her hand as of the 26 day of June, 2007.


Kathleen Ann Bieltz
Personal Representative
Estate of William Alfred Alden

STATE OF TEXAS)
) ss.
County of HARRIS)

On this 26 day of June, 2007, before me, the undersigned, a Notary Public in and for the State of Texas, personally appeared Kathleen Ann Bieltz, known to me to be both the person whose name is subscribed to the foregoing instrument and the personal representative of the probate estate of William Alfred Alden, deceased, and acknowledged to me that she executed the same as the personal representative of said probate estate.

IN WITNESS WHEREOF, I have here unto set my hand and affixed by official seal the day and year in this certificate first above-written.



Jawahar S. Baxi
Notary Public for Texas
Residing at 515A S. Fwy Rd, Katy, TX
My Commission Expires: 10/29/07

MEMBERSHIP INTEREST PURCHASE AGREEMENT**S & S HOLDINGS LLC**

This Membership Interest Purchase Agreement, including its attached exhibits, ("Agreement") for the purchase of a membership interest in S & S HOLDINGS LLC, an Idaho limited liability company ("Company"), is made and entered into this ^{30th} day of November, 2018 (the "Effective Date"), by and between the current member of the Company, Sharon Alden-Svenson, hereinafter referred to as "Seller", and Rebecca Skye Svenson Schlabs and Travis Jay Schlabs, jointly hereinafter referred to as "Buyer".

RECITALS

WHEREAS, Seller is the owner of a one hundred percent (100%) membership interest in the Company; and

WHEREAS, Buyer desires to purchase a fifty percent (50%) membership interest in the Company; and

WHEREAS, Seller desires to sell and assign up to fifty percent (50%) membership interest in the Company to Buyer; and

NOW, THEREFORE, for good and valuable consideration and in consideration of the mutual covenants and promises contained in this Agreement the Seller agree to sell and assign and the Buyer agrees to buy and receive up to fifty percent (50%) of the Seller's Company membership interest, assets and liabilities upon the following terms, limits and conditions:

TERMS AND CONDITIONS

- 1. CLOSING.** The closing of the transaction contemplated by this Agreement, hereinafter referred to as the "Closing", shall occur on or before the ^{15th} day of November 2018 ("Closing Date").
- 2. VALUATION.** The parties agree that the total value of the Company is One Hundred Sixty Thousand Dollars (\$160,000.00). The purchase price for fifty percent member interests in the Company shall be Eighty Thousand Dollars (\$80,000.00)
- 3. PURCHASE TERMS.** Buyer shall pay the total purchase of Eighty Thousand Dollars (\$80,000.00) on the Closing Date.

4. **ASSETS AND LIABILITIES.** Following the purchase of fifty percent (50%) of the Company member interests Buyer acknowledges and assumes all applicable liability of the Company applicable to its membership.

5. **REPRESENTATIONS AND WARRANTIES.**

A. Seller represents and warrants to Buyer that:

- (i) Seller has full right and title to transfer the ownership interest in the Company;
- (ii) Seller's membership interests in the Company are being transferred to Buyer with no known encumbrance or rights of title or claimed ownership from any third party;
- (iii) All known Company assets and liabilities have been disclosed to Buyers in Exhibit A;
- (iv) Seller will act in good faith with respect to all duties and obligations required by this Agreement.

B. Buyer represents and warrants to Seller that:

- (i) Buyer has no knowledge of any limitation or encumbrance that would affect the purchase of Seller's Company membership interests;
- (ii) Buyer will act in good faith with respect to all duties and obligations required by this Agreement.
- (iii) Buyer has had opportunity to receive and review the Company Operating Agreement in the course of their due diligence prior to the Closing Date and agrees to be bound to all of its terms.

5. **COMPANY CONDUCT PRIOR TO CLOSING.** The parties agree that up until the Closing, all business and operations of Company will continue consistent with normal operational practice.

6. **EXPENSES.** All expenses incurred in connection with this Agreement and the transactions contemplated hereby, including the fees and expenses of its counsel or its certified public accountants, shall be paid by the Company.

7. GENERAL.

- A. Survival of Representations and Warranties. Each of the parties to this Agreement covenants and agrees that their respective representations, warranties, covenants, statements, and agreements contained in this Agreement shall survive the Closing Date for the time period necessary to fulfill the commitments made herein. Except as set forth in this Agreement, and the Company Operating Agreement, there are no other agreements, representations, warranties, or covenants by or among the parties hereto with respect to the subject matter hereof. This Agreement supercedes all prior agreements or terms of the offer and counter offer documents and papers previously exchanged between Seller to Buyer.
- B. Notices. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed, certified mail, postage prepaid to the other party at the following addresses of record:
- (i) Sharon Gail Alden-Svenson
509 Middle Fork Road
Garden Valley, Idaho 83622
 - (ii) Rebecca Skye Svenson Schlabs and/or Travis Jay Schlabs
1860 West Hill Terrace Lane
Boise, Idaho 83702
- C. Governing Law and Attorney Fees. This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Idaho. In the event that litigation results from or arises out of this Agreement or the performance thereof, the party who is not the prevailing party shall reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.
- D. Time of the Essence. Time and timely performance are of the essence of this Agreement and of the covenants and provisions hereunder.
- E. Successors and Assigns. Rights and obligations created by this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Whenever

used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

F. Indemnification. The parties hereto shall mutually indemnify and hold the other party harmless from and against all claims, damages and liabilities resulting from their own acts or omissions, or failure to perform its obligations hereunder.

L. Waiver: The parties hereto mutually waive any applicable provisions in the Company Operating Agreement that would conflict with the terms of this Agreement.

8. EXECUTION. This Agreement shall not be valid and enforceable unless it is properly executed by Buyer and Seller. This Agreement may be executed in any number of original or electronic formats, and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts put together shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by each of the individual parties hereto and signed by them.

BUYER: 
Rebecca Skye Svenson Schlabs

BUYER: 
Travis Jay Schlabs

SELLER: 
Sharon Gail Alden-Svenson

ALL-PURPOSE ACKNOWLEDGMENT

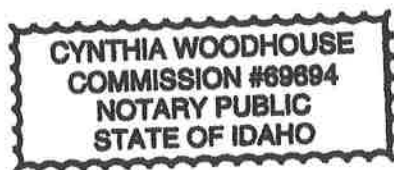
State of Idaho

County of Ada

On 11-30-2018 before me, Cynthia Woodhouse
DATE NAME OF NOTARY PUBLIC

personally appeared Sharon Svenson, Rebecca Schlabs, + Travis Schlabs
NAME(S) OF SIGNER(S)

☐ personally known to me OR ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), as that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Please Notary Seal or Stamp Here

Cynthia Woodhouse Exp. 4-6-23
SIGNATURE OF NOTARY

ATTENTION NOTARY: Although the information requested below is OPTIONAL, it may prove valuable to persons relying on this Acknowledgment and could prevent fraudulent reattachment of this certificate to another document.

DESCRIPTION OF ATTACHED DOCUMENT

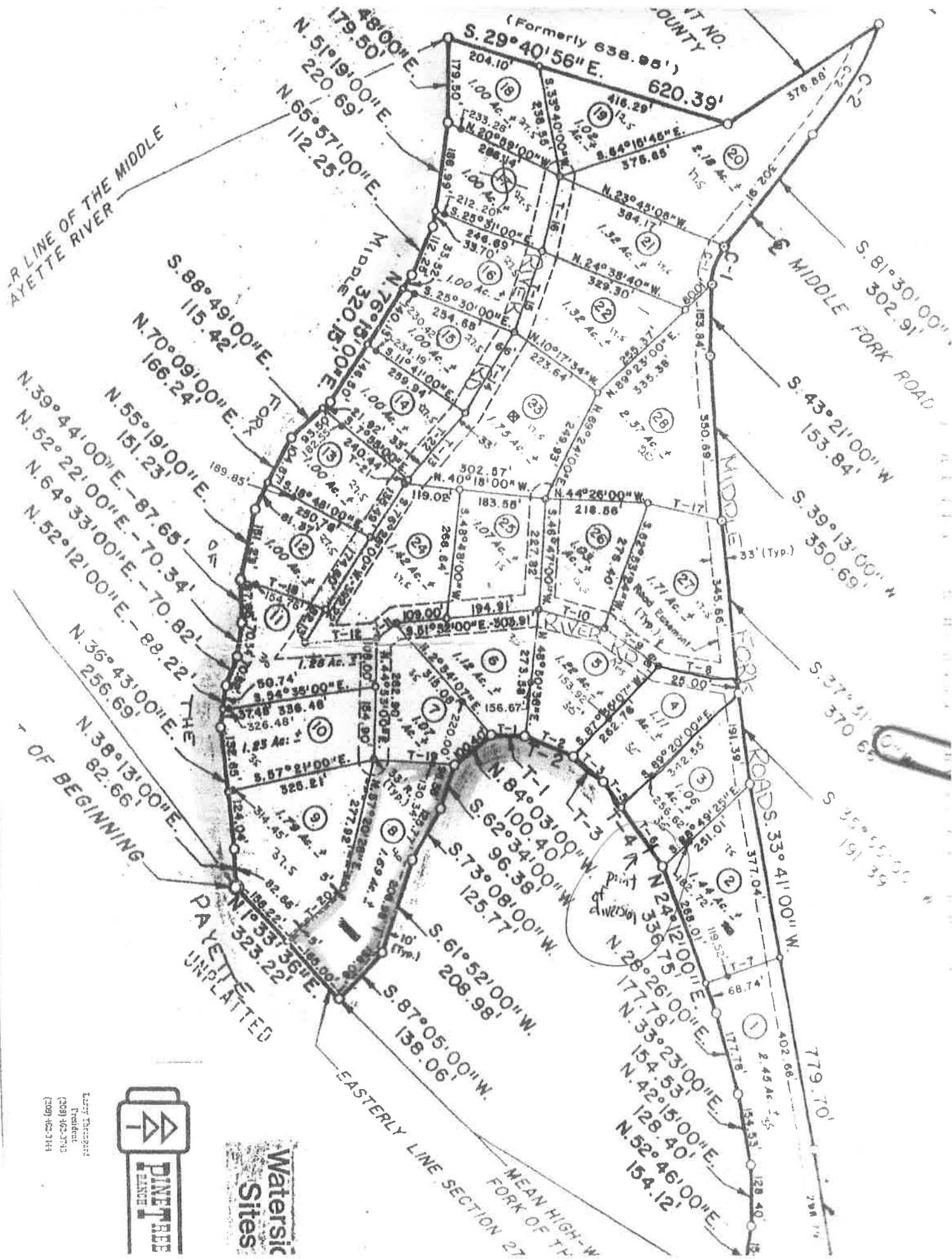
THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT

Membership Interest Purchase Agreement
TITLE OR TYPE OF DOCUMENT

4
NUMBER OF PAGES

11/30/2018
DATE OF DOCUMENT

N/A
SIGNER(S) OTHER THAN NAMES ABOVE



R LINE OF THE MIDDLE
AYETTE RIVER

MIDDLE FORK ROAD

MIDDLE FORK RIVER

MEAN HIGH-WATER LINE OF THE
MIDDLE FORK RIVER

EASTERLY LINE SECTION 27

Watersic
Sites

UNPLATTED



Larry Thompson
President
(309) 462-3713
(309) 462-3144



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

April 22, 2021

S & S HOLDINGS LLC
509 MIDDLEFORK RD
GARDEN VALLEY ID 83622-5007

Re: Change in Ownership for Water Right No: 65-13975

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 334-2190.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lynne Evans'.

Lynne Evans
Office Specialist II

Enclosure



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 W AIRPORT WAY • BOISE, ID 83705-5082

Phone: (208)334-2190 • Fax: (208)334-2348 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

November 10, 2020

S & S HOLDINGS LLC
509 MIDDLEFORK RD
GARDEN VALLEY ID 83622-5007

RE: Change in Ownership for Water Right No: 65-13975

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership.

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

- Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

Because the name of the currently recorded owner of the water right, William Alden, does not match the name of the grantor in the provided Quitclaim Deed, Sharon Gail Alden-Svenson, the Department requires additional evidence of water right ownership. Please provide additional documentation establishing a chain of title from the currently recorded owner to the grantor on the Quitclaim Deed.

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed.

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact our office at (208) 334-2190.

Sincerely,

Lynne Evans
Office Specialist II