

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
MAR 29 2019
Department of Water Resources
Eastern Region

Notice of Security Interest in a Water Right
and a request to be notified of a change in ownership or any proposed
or final action to amend, transfer, or otherwise modify the water right(s)

Attach pages with additional information. Incomplete forms will be returned.

Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.	Water Right/Claim No.
35-14624			

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

A) Evidence of the security interest. This may be a copy of a **DEED of TRUST, MORTGAGE, CONTRACT OF SALE** or other legal document indicating your interest in the property and water rights or claims in question, **WITH ATTACHED LEGAL DESCRIPTION.**

B) A **FEE of \$25.00** per water right or adjudication claim.

3. Name and Mailing Address of Person or Company Holding Security Interest

MICKELSEN PROPERTIES, L.L.C.
9088 N. RIVER ROAD
IDAHO FALLS, ID 83402

Phone _____
Email _____

4. Name of Water Right Owner/Claimant(s) WALKER LAND & CATTLE, LLC
5. Expiration Date of Notification Period _____
6. Is this a Renewal of Request for Notification? ☐ YES ☒ NO
7. Signature(s) of Security Interest Holder(s) Mark Mickelsen
Title, if applicable Managing Member

For Office Use Only

Received by B Date 4/1/2019 Receipt No. E044809 Fee \$25.-
Processed by AJ CR Date 4/17/2019 WR _____ Date _____

ORIGINAL

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Mickelsen Properties, L.L.C.
P.O. Box 438
Rigby, ID 83442

Microfilm No. 435 323
2/15/2018
At 1:30 O'Clock P M
COLLEEN C. POOLE
Jefferson Co. Recorder
Fee \$ 22.00 Deputy
Recorded at Request of Mark Mickelsen

Microfilm No. 567447
15 Day Feb 2018
At 12:54 O'Clock P M
ABBIE MACE
FREMONT CO RECORDER
Fee \$ 22.00 Deputy
Recorded at Request of Mark Mickelsen

Space Above Line For Recorder's Use Only

**ASSIGNMENT AND ASSUMPTION
OF MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES
(WALKER LAND)**

This ASSIGNMENT AND ASSUMPTION OF MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES (WALKER LAND) (this "Assignment") is made as of February 14, 2018, by Wells Fargo Bank, National Association ("Assignor"), in favor of Mickelsen Properties, L.L.C., an Idaho limited liability company ("Assignee").

1. FOR VALUE RECEIVED, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the following:

A. Mortgage and Assignment of Rents and Leases, dated May 3, 2013, executed by Walker Land & Cattle, LLC, an Idaho limited liability company, as Mortgagor, to Wells Fargo Bank, as Mortgagee, and filed for record on May 9, 2013, in the office of the County Recorder for Bonneville County, Idaho, as Instrument No. 1446008, the County Recorder for Fremont County as Instrument No. 543751, and the County Recorder for Jefferson County as Instrument No. 404998.

B. First Modification of Mortgage and Assignment of Rents and Leases, dated June 13, 2013, and filed for record on June 17, 2013, in the office of the County Recorder for Bonneville County, Idaho, as Instrument No. 1449128, the County Recorder for Fremont County as Instrument No. 544320, and the County Recorder for Jefferson County as Instrument No. 405699.

The foregoing, as amended or modified from time to time, including, but not limited to, by partial releases of mortgage recorded from time to time shall be referred to herein as the "Mortgage."

2. This assignment is AS IS, WHERE IS, WITH ALL FAULTS, WITHOUT RECOURSE, REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS, IMPLIED OR BY OPERATION OF LAW OR OTHERWISE, except for those expressly and specifically set forth in that Claim Purchase Agreement dated as of February 7, 2018, made by and between Assignor and Assignee ("Claim Purchase Agreement").

3. Assignee hereby accepts the assignment described in Paragraph 1 above. In addition, Assignee hereby expressly assumes and agrees to keep, perform, and fulfill all of the terms, covenants, obligations, and conditions required to be kept, performed, and fulfilled by Assignor under, and/or with respect to, the Mortgage from and after the date of this Assignment. Assignee hereby indemnifies Assignor against, and shall defend and hold Assignor harmless from (using counsel reasonably satisfactory to Assignor), any and all damages, liabilities, costs, expenses, and losses (including, without limitation, attorneys' fees and costs) that Assignor may sustain or incur directly or indirectly arising out of or related to any breach or default in Assignee's obligations under the Mortgage or in Assignee's obligations hereunder.

4. Without limiting the generality of Paragraph 3 above, Assignee also hereby acknowledges and agrees that it shall be solely responsible for compliance with any laws, rules, or regulations governing the ownership of the Mortgage from and after the date hereof.

5. Assignee specifically indemnifies Assignor against, and shall defend and hold Assignor harmless from (using counsel reasonably satisfactory to Assignor), any and all damages, liabilities, costs, expenses, and losses (including, without limitation, attorneys' fees and costs) that Assignor may sustain or incur by reason of Assignee's failure to comply with the terms and conditions of the Claim Purchase Agreement and the foregoing Paragraph 4.

6. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Mortgage and Assignment of Rents and Leases (Walker Land) as of the date first set forth above.

"Assignor"

Wells Fargo Bank,
National Association

By: 

Printed Name: Gregory J. Mondon

Title: Vice President

"Assignee"

Mickelsen Properties, L.L.C.,
an Idaho limited liability company

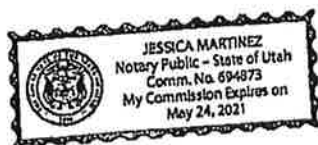
By: 

Printed Name: Mark Mickelsen

Title: Managing Member

State of Utah)
) ss.
 County of Salt Lake)

On this 8th day of February in the year 2018, before me Jessica Martinez, a notary public for the State of Utah, personally appeared Gregory J. Mondon, known or identified to me to be a Vice President of Wells Fargo Bank, National Association, the national banking association that executed the instrument or the person who executed the instrument in such capacity on behalf of said national banking association, and acknowledged to me that such national banking association executed the same.



Jessica Martinez
 Notary Public for the State of Idaho
 Residing at: Salt Lake City, UT
 My Commission Expires: May 24, 2021

STATE OF IDAHO)
) ss.
 COUNTY OF _____)

On February __, 2018, before me, the undersigned officer, a Notary Public in and for said State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the _____ of Mickelsen Properties, L.L.C., and that he/she as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as _____ and did acknowledge the foregoing instrument to be the act and deed of said association.

WITNESS my hand and official seal.

 Notary Public
 My commission Expires: _____

3. Assignee hereby accepts the assignment described in Paragraph 1 above. In addition, Assignee hereby expressly assumes and agrees to keep, perform, and fulfill all of the terms, covenants, obligations, and conditions required to be kept, performed, and fulfilled by Assignor under, and/or with respect to, the Mortgage from and after the date of this Assignment. Assignee hereby indemnifies Assignor against, and shall defend and hold Assignor harmless from (using counsel reasonably satisfactory to Assignor), any and all damages, liabilities, costs, expenses, and losses (including, without limitation, attorneys' fees and costs) that Assignor may sustain or incur directly or indirectly arising out of or related to any breach or default in Assignee's obligations under the Mortgage or in Assignee's obligations hereunder.

4. Without limiting the generality of Paragraph 3 above, Assignee also hereby acknowledges and agrees that it shall be solely responsible for compliance with any laws, rules, or regulations governing the ownership of the Mortgage from and after the date hereof.

5. Assignee specifically indemnifies Assignor against, and shall defend and hold Assignor harmless from (using counsel reasonably satisfactory to Assignor), any and all damages, liabilities, costs, expenses, and losses (including, without limitation, attorneys' fees and costs) that Assignor may sustain or incur by reason of Assignee's failure to comply with the terms and conditions of the Claim Purchase Agreement and the foregoing Paragraph 4.

6. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Mortgage and Assignment of Rents and Leases (Walker Land) as of the date first set forth above.

"Assignor"

Wells Fargo Bank,
National Association

By: _____
Printed Name: Gregory J. Mondon
Title: Vice President

"Assignee"

Mickelsen Properties, L.L.C.,
an Idaho limited liability company

By: *Mark Mickelsen*
Printed Name: Mark Mickelsen
Title: manager

State of Utah)
) ss.
 County of Salt Lake)

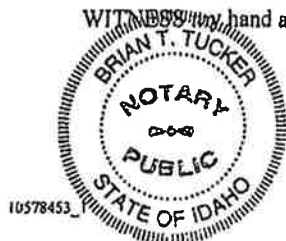
On this ____ day of February in the year 2018, before me _____, a notary public for the State of Utah, personally appeared **Gregory J. Mondon**, known or identified to me to be a Vice President of Wells Fargo Bank, National Association, the national banking association that executed the instrument or the person who executed the instrument in such capacity on behalf of said national banking association, and acknowledged to me that such national banking association executed the same.

 Notary Public for the State of Idaho
 Residing at: _____
 My Commission Expires: _____

STATE OF IDAHO)
) ss.
 COUNTY OF Bonneville)

On February 7, 2018, before me, the undersigned officer, a Notary Public in and for said State, personally appeared Mark Mickelsen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Manager of Mickelsen Properties, L.L.C., and that he/she as such Manager, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the limited liability company by himself/herself as Manager and did acknowledge the foregoing instrument to be the act and deed of said association.

WITNESS my hand and official seal.



B. T.
 Notary Public
 My commission Expires: 10/07/2019

Instrument # 1567680
Bonneville County, Idaho Falls, Idaho
11/01/2017 03:58:36 PM No. of Pages: 1
Recorded for: ALLIANCE TITLE - IDAHO FALLS OFFICE
Penny Manning Fee: \$16.00
Ex-Officio Recorder Deputy Clements
Index to: MORTGAGE, RELEASE OF

RELEASE OF MORTGAGE
(IDAHO) (ASSIGNED MORTGAGE) (FULL RELEASE)

Loan 41235003; 41235004; 41235002; 41235000; 41265700

Rabo AgriFinance LLC, a Delaware limited liability company, formerly known as Rabo Agrifinance, Inc., hereby acknowledges that a certain mortgage dated April 11, 2006, executed by Walker Land & Cattle, LLC, an Idaho limited liability company, Roland L. Walker, a/k/a Von Walker and Dorothy M. Walker to RaboBank, N.A., recorded on April 24, 2006 as Instrument Number 1221458 in the office of the County Clerk of Bonneville County, Idaho, which mortgage was affected by Modification Agreement dated May 4, 2007, recorded on May 15, 2007 as Instrument Number 1263101 in the office of the County Clerk of Bonneville County, Idaho, which mortgage was assigned by RaboBank, N.A. to Rabo Agrifinance, Inc. by Instrument dated December 1, 2009, recorded on April 1, 2010 as Instrument Number 1360048 in the office of the County Clerk of Bonneville County, Idaho, is redeemed, paid off, satisfied and discharged in full, and Rabo AgriFinance LLC hereby releases the said mortgage and consents that the same be cancelled and discharged of record.

IN WITNESS WHEREOF, Rabo AgriFinance LLC has caused this instrument to be signed by its duly authorized officer on this 28 day of March, 2017.

Rabo AgriFinance LLC

By:

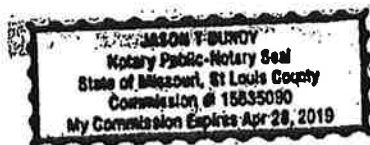
Jacob J. Maier
Jacob J. Maier
Vice President

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

On the 28 day of March 2017, before me, a Notary Public in and for the State of Missouri, personally appeared Jacob J. Maier, Vice President of Rabo AgriFinance LLC, a Delaware limited liability company, known to me to be the person who executed the within instrument on behalf of said company and acknowledged to me that he/she executed the same for the purposes therein stated.

In witness whereof, I hereunto set my hand and official seal.

(SEAL)



Jason Bundy
Jason Bundy
Notary Public, State of Missouri





State of Idaho

DEPARTMENT OF WATER RESOURCES

Eastern Region • 900 N SKYLINE DR STE A • IDAHO FALLS, ID 83402-1718

Phone: (208)525-7161 • Fax: (208)525-7177 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

April 17, 2019

MICHELSSEN PROPERTIES LLC
9088 N RIVER RD
IDAHO FALLS ID 83402-5231

RE: Notice of Security Interest for Water Right/Permit No(s): 35-14624

Dear Security Interest Holder:

The Department of Water Resources (Department) acknowledges receipt of correspondence adding security interest of the above referenced water right(s) to you. The Department has modified its records to reflect the change in security interest 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 Security Interest, 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.

If you have any questions concerning the enclosed information, please contact me at (208) 525-7161.

Sincerely,

A handwritten signature in cursive script that reads "Cher Ramos".

Cher Ramos
Technical Records Specialist 1

Enclosure(s)

cc: Walker Land & Cattle LLC