

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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?
21-10536	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:

Mark & Kaye Kuehl
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

W. Kevin & Karen Kay Klingler
New owner(s) as listed on the conveyance document

4523 S. Cameron Ln Borger ID 83448
Mailing address City State ZIP
208 419 5443 Klinglerfamily@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: Nov. 16, 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):
 o \$25 per undivided water right.
 o \$100 per split water right.
 o 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: W. Kevin Klingler Title, if applicable _____

March 5/2019
Date

- Signature: Karen Kay Klingler Title, if applicable _____

Feb 25, 2019
Date

For IDWR Office Use Only:

Received by SC Date 3/8/19 Receipt No. E044760 Receipt Amt. 2500
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing
Name on W-9 _____ Approved by JB Processed by CR Date 3/27/2019
W-9 received? Yes ☐ No ☐

Instrument No. 566968
11 Day Jan 2018
At 10 O'Clock 26 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$15.00
EL Deputy
Recorded at Request of
Alliance Title - Rexburg Office

QUITCLAIM DEED

ATEC ORDER NO.: 310008

FOR VALUE RECEIVED,

Christopher L. Nygaard and Andrea Nygaard, husband and wife

do(es) hereby convey, release, remise and forever quitclaim unto

Mark E. Kuehl and Carla Kaye Kuehl, husband and wife

whose current address is: **3328 East 1100 North**
Ashton, ID 83420

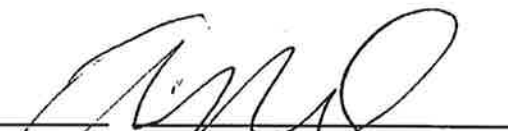
the following described premises:

Beginning at the NW corner of the NE1/4 of the NW1/4, thence going South 150 feet, more or less, thence East 100 feet, more or less, thence North 150 feet, more or less, thence West 100 feet, more or less, to the point of beginning, all in Section 10, Township 8 North, Range 42 East, BM, Fremont County, Idaho. All of which is located in Fremont County, Idaho.

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Dated: 1/5/18


Christopher L. Nygaard


Andrea Nygaard

State of Indiana } ss
County of Lake }

On this 5th day of January 2018 before me, the undersigned, a Notary Public in and for said state, personally appeared Christopher L. Nygaard and Andrea Nygaard,

known or identified to me to be the person(s) whose name(s)
is/are subscribed to the within Instrument and acknowledged
to me that he/she/they executed 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 the State of Indiana
Residing at: Lake County
Commission Expires: Sep 14, 2018



Special Warranty Deed

1 Date

March 9, 2018

2 Parties

Grantor:

Mark E. Kuehl and and Carla Kaye Kuehl, husband and wife.

Current address:

1314 N. 4200 E., Ashton, ID 83420.

Grantee:

MEKA Land Holdings LLC, an Idaho limited liability Company.

Current address:

c/o Mark E. Kuehl and Carla Kaye Kuehl, 1314 N. 4200 E., Ashton, ID 83420.

3 Property

Idaho County: Fremont

Transferred interest: Grantors' entire interest in fee simple.

Description:

See attached Exhibit A.

Together with:

All improvements and appurtenances.

Subject to:

Rights of way for roads and ditches now existing on the property plus all easements and rights-of-way of record, if any, covenants, restrictions, reservations, applicable building and zoning ordinances, use regulations and restrictions, and accruing taxes.

Taxes and assessments for the current year and all subsequent years.

All facts, rights, claims and interest ascertainable by inspection of the property or by inquiry of persons in possession.

Unpatented mining claims, reservations and exceptions and patents or in acts authorizing their issuance.

4 Consideration

Ten Dollars and other good and valuable consideration, receipt of which is acknowledged.

5 Grant

Grantors, for the consideration listed above hereby grant, bargain, sell, convey and confirm to Grantee, its heirs, successors and assigns, the transferred interest in the property described in this deed.

6 Warranties

Grantors, for themselves, their heirs, successors and assigns, covenant with Grantee, its heirs, successors and assigns as follows:

Grantors are currently the owner of the property as described in this deed.

Grantors have good right to convey the property described in this deed to Grantee.

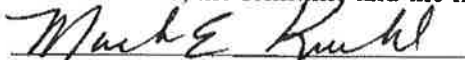
The property described in this deed is free from all encumbrances, except as otherwise shown in this deed or of record.

Grantors and their heirs and successors will forever warrant and defend the quiet and peaceful possession of the property granted by this deed to Grantee, its heirs, successors and assigns against the lawful claims of all persons.

The warranty in this deed is limited to the coverage the Grantors have under any policy of title insurance or damages of \$10.00 (whichever is greater).

7 Construction

In construing this deed, and where the context so requires, the singular includes the plural and the masculine, the feminine and the neuter.


Mark E. Kuehl


Carla Kaye Kuehl

State of Idaho

ss.

County of Bonneville

On this 9th day of March, 2018, before me Gregory C. Calder, an Idaho notary public, personally appeared Mark E. Kuehl and Carla Kaye Kuehl, 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 for Idaho
Residing at: Idaho Falls, Idaho
Commission Expires:

(Seal)

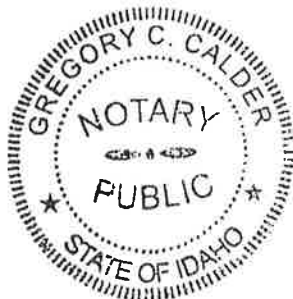


Exhibit A

RP09N44E304800

Parcel 1:

Lots 3 and 4, and the E1/2 SW1/4, of Section 30, Township 9 North, Range 44, East Boise Meridian, Fremont County, Idaho, excepting therefrom that part used for County Road right of way, together with all ditch and water rights thereto belonging.

EXCEPTING: Beginning at a point 340 feet South along the East side of the County Road right of way from the Northwest corner of Lot 3, thence East 160 feet; thence South 120 feet; thence West 160 feet; thence North 120 feet along the County Road right of way to the point of beginning.

ALSO EXCEPTING: Beginning at a point on the West line of Section 30, Township 9 North, Range 44, East of the Boise Meridian, 700 feet North of the Southwest corner of said Section; thence East 208.71 feet; thence North 208.71 feet; thence West 208.71 feet; thence South 208.71 feet to the point of beginning.

RP09N43E271800

Parcel 2:

SW1/4 NE1/4, SE1/4 NE1/4 of Section 27, Township 9 North, Range 43 East of the Boise Meridian.

RP09N43E352400

Parcel 3:

The North Half of the Northwest Quarter of Section 35, Township 9 North, Range 43 East of the Boise Meridian.

RP08N42E104350

Parcel 4:

That portion of the East Half of the Northwest Quarter of Section 10, Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho, lying North of US Highway No. 20 Right-of-Way Line.

Less: Tax 1373, more particularly described as follows: Beginning at the Quarter Corner common to Section 3 and 10 of Township 8 North, Range 42 East, Boise Meridian; thence South 0°50' East along the East line of the Northwest Quarter of Section 10, 114.80 feet; thence South 88°47'35" West, 140.07 feet; thence South 81°48'06" West, 354.63 feet; thence North 0°50' West, 160.46 feet to a point on the North line of the Northwest Quarter of Section 10, thence North 89°10' East along said North line, 491.77 feet to the point of beginning,

Less Tax 1374, more particularly described as follows: Commencing at the Northeast Corner of said Northwest Quarter of Section 10, Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho. Thence North 89°36'56" West along the North line of said Northwest Quarter of Section 10 a distance of 218.54 feet; thence South 00°23'04" West a distance of 576.67 feet to a point on the Westerly right-of-way line of U.S. Highway No. 20, also being the point of beginning; thence South 40°59'00" West along said Westerly right-of-way line of U.S. Highway No. 20 a distance of 712.54 feet; thence North 49°01'00" West a distance of 71.12 feet;

thence North 10°18'00" East a distance of 360.53 feet; thence North 73°21'00" East a distance of 476.52 feet to the point of beginning.

Less Tax 2047, more particularly described as follows: Commencing at a point that is South 0°50' East 114.08 feet from the Northeast corner of the Northwest Quarter of Section 10, Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho, thence South 0°50' East 125.92 feet, thence North 69°40'46" West 297.27 feet; thence North 81°48'06" East 138.31 feet; thence North 88°47'35" East 140.07 feet to the point of beginning.

LESS adjusted Parcel 4— (Manufactured Homesite)

A parcel of land being part of the Northeast Quarter of the Northwest Quarter of Section 10, Township 8 North, Range 42 East, Boise Meridian, more particularly described as follows:

Beginning at a point which lies North 89°57'33" East 1429.76 feet along the North line of said Section 10, from the Northwest Corner of Said Section 10, said point being the True Point of Beginning, thence continuing along said North line North 89°57'33" East 126.01 feet, thence leaving said North line South 00°00'31" West 251.36 feet, thence South 84°47'02" West 226.96 feet to the West line of said Northeast Quarter of the Northwest Quarter, thence along said West line North 00°00'31" East 121.83 feet, thence leaving said West line North 89°57'33" East 100.00 feet, thence North 00°00'31" East 150.00 feet, to the True Point of Beginning.

Less Tax 1372, more particularly described as follows: Commencing at a point 530 feet North, more or less, from the Southwest Corner of the Southeast Quarter Northwest Quarter of Section 10, Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho, said point being on the Northwest Right-of-Way line of State Highway 191; running thence North 833 feet more or less along established fence line, thence South 52°18'44" East 476.74 feet more or less to the Northwesterly line of U.S. Highway 191 thence South 34°51'48" West 660 feet more or less along the Northwesterly highway right-of-way line to the point of beginning.

Including the following described land: Tax 2601, more particularly described as follows: Commencing at a point that is North 89°10' West 491.77 feet and South 0°50' East 60 feet from the Northeast Corner of the Northwest Quarter of Section 10, Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho, thence South 0°50' East 110 feet, thence North 81°48'06" East 216.32 feet; thence North 69°51'14" West 229.77 feet to the point of beginning.

RP08N42E104350

Parcel 5:

Adjusted Parcel 4 (Manufactured Homesite)

A parcel of land being part of the Northeast Quarter of the Northwest Quarter of Section 10, Township 8 North, Range 42 East, Boise Meridian, more particularly described as follows:

Beginning at a point which lies North 89°57'33" East 1429.76 feet along the North line of said Section 10, from the Northwest Corner of said Section 10, said point being the True Point of Beginning, thence continuing along said North line North 89°57'33" East 126.01 feet, thence leaving said North line South 00°00'31" West 251.36 feet, thence South 84°47'02" West 226.96 feet to the West line of said Northeast Quarter of the Northwest Quarter, thence along said West

line North 00°00'31" East 121.83 feet, thence leaving said West line North 89°57'33" East 100.00 feet, thence North 00°00'31" East 150.00 feet, to the True Point of Beginning.

RP08N42E104350

Parcel 6:

Tax 1372, more particularly described as follows: Commencing at a point 530 feet North, more or less, from the Southwest Corner of the Southeast Quarter Northwest Quarter of Section 10, Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho, said point being on the Northwest Right-of-Way line of State Highway 191; running thence North 833 feet more or less along established fence line, thence South 52°18'44" East 476.74 feet more or less to the Northwestern line of U.S. Highway 191 thence South 34°51'48" West 660 feet more or less along the Northwestern highway right-of-way line to the point of beginning.

RP08N42E102550

Parcel 7:

Beginning at the NW Corner of the NE1/4 of the NW1/4, thence going South 150 feet, more or less, thence East 100 feet, more or less, thence North 150 feet, more or less, thence West 100 feet, more or less, to the point of beginning, all in Section 10, Township 8 North, Range 42 East, BM, Fremont County, Idaho. All of which is located in Fremont County, Idaho.

Instrument No. 571464
19 Day Nov 2018
At 02 O'Clock 24 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$15.00
EL Deputy
Recorded at Request of
Alliance Title - Rexburg Office

WARRANTY DEED

Alliance Title & Escrow Corp. Order No.: 411079

FOR VALUE RECEIVED

Meka Land Holdings LLC, an Idaho Limited Liability Company

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

William Kevin Klingler and KarenKay Klingler, husband and wife

whose current address is

*4525 S. Cameron Lane
Rexburg, Id 83440*

the grantee(s), the following described premises, in Fremont County, Idaho, TO WIT:

See attached Exhibit "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: October 26, 2018

Meka Land Holdings LLC

Mark E. Kuehl
By: Mark E. Kuehl, Manager

State of ID } ss
County of Madison }

On this 16th day of November, in the year 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared Mark E. Kuehl known or identified to me to be the Managing Member in the Limited Liability Company known as Meka Land Holdings, LLC who executed the foregoing instrument, and acknowledged to me that he/she executed the same in said LLC name.

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

[Signature]
Notary Public for the State of ID

Residing at:

Commission Expires:

Residing in
Idaho Falls, ID
Commission Expires
6-11-2019

HEATHER LEA ERICKSON
Notary Public
State of Idaho
Commission #50139

EXHIBIT "A"

411079

Parcel 1:

Beginning at the Northwest corner of the Northeast Quarter of the Northwest Quarter, thence going South 150 feet, more or less, thence East 100 feet, more or less, thence North 150 feet, more or less, thence West 100 feet, more or less, to the Point of Beginning, all in Section 10, Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho. All of which is located in Fremont County, Idaho.

WATER RIGHTS

No agricultural water rights are associated with or transferred with this property

Easement 1

Grantor specifically reserves an easement designated as Easement 1 consisting of the following legal description, for the sole and exclusive purpose of the placement of and maintenance of the existing above ground water line, and that use shall be confined to the following legal description:

An easement being 15.00 feet in width being part of the Northwest Quarter of Section 10, Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Section 10, thence N89°57'33"E 1329.76 feet along the North line of said Section 10, thence leaving said North line S00°00'31"W 150.00 feet to the True Point of Beginning, running thence N89°57'33"E 15.00 feet, thence S00°00'31"W 120.47 feet, thence S84°47'02"W 15.06 feet, thence N00°00'31"E 121.83 feet to the True Point of Beginning. Said easement shall be for the benefit of the property to the south and east of the easement and shall run with the land.

The owner of the property burdened by the easement may give notice to the owner of the to the south and east of the need to repair the water line and such shall be repaired within 24 hours or as soon as practicable in the event of inclement weather. In the event of any disturbance of the property containing the easement by the Grantor or any successors, then the Grantor and or its successors shall be required, at their expense, to restore the property to its condition before the disturbance.

Easement 3

Grantor specifically reserves an easement designated as Easement 3 consisting of the following legal description, for the sole and exclusive purpose of the placement of and maintenance of the existing under ground water line, and that use shall be confined to the following legal description:

An easement being 15.00 feet in width being part of the Northwest Quarter of Section 10, Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Section 10, thence N89°57'33"E 1429.76 feet along the North line of said Section 10, thence leaving said North line S00°00'31"W 10.00 feet to the True Point of Beginning, running thence N89°57'33"E 95.82 feet, thence S28°10'05"E 17.01 feet, thence N89°57'33"E 22.16 feet, thence S00°00'31"W 15.00 feet, thence S89°57'33"W 31.14 feet, thence N28°10'05"W 17.01 feet, thence S89°57'33"W 86.85 feet, thence N00°00'31"E 15.00 feet to the True Point of Beginning.

Said easement shall be for the benefit of the property to the east of the easement and provides water for the water trough on that property and shall run with the land. In the event of any disturbance of the property containing the easement by the Grantor or any successors, then the Grantor and or its successors shall be required, at their expense, to restore the property to its condition before the disturbance.

Easement 4

Grantor specifically reserves an easement designated as Easement 4 consisting of the following legal description, for the sole and exclusive purpose of the placement of a power line, above or below ground, and associated electrical systems, which provide power to the electric fence, irrigation pivot and other agricultural purposes for the property to the east and south, and maintenance of the same: An easement being 15.00 feet in width being part of the Northwest Quarter of Section 10, Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Section 10, thence N89°57'33"E 1519.47 feet along the North line of said Section 10 to the True Point of Beginning, running thence N89°57'33"E 15.13 feet, thence S07°32'07"E 161.27 feet, thence S00°00'31"W 91.47 feet, thence S84°47'02"W 15.06 feet, thence N00°00'31"E 91.85 feet, thence N07°32'07"W 162.25 feet to the True Point of Beginning.

Said easement shall be for the benefit of the property to the south and east of the easement and shall run with the land.

The owner of the property burdened by the easement may give notice to the owner of the to the south and east of the need to repair the power line and such shall be repaired within 24 hours or as soon as practicable in the event of inclement weather. In the event of any disturbance of the property containing the easement by the Grantor or any successors, then the Grantor and or its successors shall be required, at their expense, to restore the property to its condition before the disturbance.

Parcel 2:

Adjusted Parcel 1 (Manufactured Homesite)

A parcel of land being part of the Northeast Quarter of the Northwest Quarter of Section 10, Township 8 North, Range 42 East, Boise Meridian, more particularly described as follows:

Beginning at a point which lies North 89°57'33" East 1429.76 feet along the North line of said Section 10, from the Northwest Corner of said Section 10, said point being the True Point of Beginning, thence continuing along said North line North 89°57'33" East 126.01 feet, thence leaving said North line South 00°00'31" West 251.36 feet, thence South 84°47'02" West 226.96 feet to the West line of said Northeast Quarter of the Northwest Quarter, thence along said West line North 00°00'31" East 121.83 feet, thence leaving said West line North 89°57'33" East 100.00 feet, thence North 00°00'31" East 150.00 feet, to the True Point of Beginning.

Excepting therefrom any house trailer or mobile home standing on the premises.

WATER RIGHTS

No agricultural water rights are associated with or transferred with this property.

Easement 2

Grantor specifically reserves an easement designated as Easement 2 consisting of the following legal description, for the sole and exclusive purpose of the placement of and maintenance of the existing under ground water line, and that use shall be confined to the following legal description:

An easement being 15.00 feet in width being part of the Northwest Quarter of Section 10, Township 8 North, Range 42 East, Boise Meridian, Fremont County, Idaho, more particularly described as follows:

Commencing at the Northwest corner of said Section 10, thence N89°57'33"E 1329.76 feet along the North line of said Section 10, thence leaving said North line S00°00'31"W 10.00 feet to the True Point of Beginning, running thence N89°57'33"E 100.00 feet, thence S00°00'31"W 15.00 feet, thence S89°57'33"W 100.00 feet, thence N00°00'31"E 15.00 feet to the True Point of Beginning. Said easement shall be for the benefit of the property to the east of the easement and provides water for the water trough on that property and shall run with the land. In the event of any disturbance of the property containing the easement by the Grantor or any successors, then the Grantor and or its successors shall be required, at their expense, to restore the property to its condition before the disturbance.

Grantee, or a successor, may move the line within the easement at his or her own expense.



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

March 27, 2019

KEVIN & KAREN KLINGLER
4523 S CAMERON LN
REXBURG ID 83440-4373

Re: Change in Ownership for Water Right No(s): 23-11469

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) 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) 525-7161.

Sincerely,

Cher Ramos
Technical Records Specialist 1

Enclosure(s)

cc: Wells Fargo Bank NA