

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
JAN 14 2019
Department of Water Resources
Eastern 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
35-255904	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Neldon J Palmer

Name of current water right holder/claimant

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

Vai F Wahlen

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

1352s 2700w

Mailing address

Aberdeen

City

ID

State

83210

ZIP

208-221-0050

Telephone

vfahlen@hotmail.com

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: April 28, 1997

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

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.

8. Signature: Vai Wahlen

Signature of new owner/claimant

Title, if applicable

Date

1-7-2019

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by JB

Date

1/14/19

Receipt No.

E044649

Receipt Amt.

\$25 -

Approved by JB

Processed by

CR

Date

3/1/2019

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

11/14/2018

WATER RIGHT NO. 35-2559

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	NELDON J PALMER 2759 W 2000 S ABERDEEN, ID 83210 2083974474

Priority Date: 01/29/1959

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	4/01	10/31	4.53 CFS	912 AFA
Total Diversion			4.53 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NWNWNW|Sec. 09|Township 05S|Range 31E|BINGHAM County

Place(s) of use:

Place of Use Legal Description: IRRIGATION BINGHAM County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
05S	31E	9		NENW	40		NWNW	40		SWNW	38		SEnw	40
				NESW	39		NWSW	31						

Total Acres: 228

State of Idaho
Department of Water Resources

Water Right
35-2559

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.

31E



-  Point of Diversion
-  Place Of Use Boundary
-  Townships
-  PLS Sections
-  Quarter Quarters

0 0.125 0.25 0.5 Miles





First American Title Company
168 West Pacific Street/PO Box 868, Blackfoot, Idaho 83221
Phone (208)785-0320 Fax (208)785-6276

Transmittal

Val Wahlen and Lori Wahlen
1352 South 2700 West
Aberdeen ID 83210

April 10, 2018
File No.: 675213-B

Attn: Val and Lori

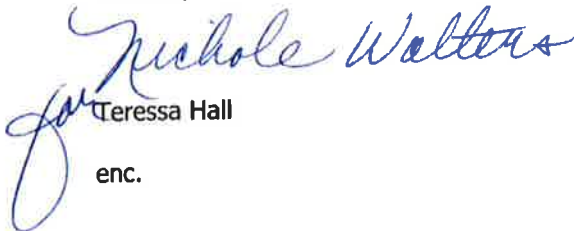
PROPERTY: 1341 S 2800 W, Aberdeen, ID 83210

ENCLOSED please find the following for your records:

- Policy of Title Insurance (to follow)
- Recorded docs

Should you have any questions or need further assistance, please contact the undersigned. We appreciate the opportunity to serve you.

Sincerely,


Teressa Hall

enc.

Instrument # 695505

BINGHAM COUNTY, IDAHO

2018-03-30 11:06:47 AM No. of Pages: 2

Recorded for: FIRST AMERICAN TITLE - BLACKFO

PAMELA W. ECKHARDT Fee: \$15.00

Ex-Officio Recorder Deputy JPulley

Index To: PERSONAL REPRESENTATIVE O

Electronically Recorded by Simplifile

PERSONAL REPRESENTATIVE'S DEED

THIS DEED made this 30th day of March, 2018, between **RICK PALMER, DULY APPOINTED, QUALIFIED AND ACTING PERSONAL REPRESENTATIVE OF THE ESTATES OF NELDON J. PALMER AND LOIS JEAN PALMER, DECEASED,** Bingham County, Idaho, Magistrate Court, CV-2018-114, as Grantor, does hereby grant, bargain, sell and convey unto **VAL WAHLEN AND LORI WAHLEN, HUSBAND AND WIFE,** of Aberdeen, Idaho, as Grantees, and does by these presents quitclaim, transfer, and convey to Grantees, the real property located at 1352 S 2700 W, Aberdeen, Bingham County, Idaho, more particularly described as: RP & LW

INITIAL HERE

Val LW

Northwest quarter (NW 1/4) and the North one-half of the Southwest quarter (N1/2 SW1/4) of Section Nine (9), Township Five (5) South, Range Thirty-One (31) E.B.M.

TOGETHER WITH ALL WATER PERMIT RIGHTS with the State of Idaho.

SUBJECT to all reservations, restrictions, covenants, easements, and rights of way as the same now exist or appear of record.

Which parcel consists of approximately 220 acres of farmable land and approximately 240 total acres of land located in Bingham County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever.

EXECUTED this 30th day of March, 2018

Rick Palmer
RICK PALMER

Personal Representative of the Estates of
Neldon J. Palmer and Lois Jean Palmer

STATE OF IDAHO

County of Bonneville ss.

On this 30th day of March, 2018, before me, the undersigned, a notary public in and for said state, personally appeared RICK PALMER, known or identified to me to be the person whose name is subscribed to the within instrument, as Personal Representative of the Estates of Neldon J. Palmer and Lois Jean Palmer, deceased, and acknowledged to me that he executed the same as such Personal Representative.



PERSONAL REPRESENTATIVE'S DEED

THIS DEED made this 30th day of March 2018, between **RICK PALMER, DULY APPOINTED, QUALIFIED AND ACTING PERSONAL REPRESENTATIVE OF THE ESTATES OF NELDON J. PALMER AND LOIS JEAN PALMER, DECEASED**, Bingham County, Idaho, Magistrate Court, CV-2018-114, as Grantor, does hereby grant, bargain, sell and convey unto **VAL WAHLEN AND LORI WAHLEN, HUSBAND AND WIFE**, of Aberdeen, Idaho, as Grantees, and does by these presents quitclaim, transfer, and convey to Grantees, the real property located at 1352 S 2700 W, Aberdeen, Bingham County, Idaho, more particularly described as:

INITIAL HERE
Val Lori

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EXECUTED this 30th day of March 2018

Rick Palmer
RICK PALMER
Personal Representative of the Estates of
Neldon J. Palmer and Lois Jean Palmer

STATE OF IDAHO)
County of Bonanza ss.
Bonneville

On this 30th day of March 2018, before me, the undersigned, a notary public in and for said state, personally appeared RICK PALMER, known or identified to me to be the person whose name is subscribed to the within instrument, as Personal Representative of the Estates of Neldon J. Palmer and Lois Jean Palmer, deceased, and acknowledged to me that he executed the same as such Personal Representative.

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



Lori Day
NOTARY PUBLIC FOR IDAHO

Residing at:

My Commission Expires:

Blackfoot Idaho
11/27/2021

Instrument # 695506

BINGHAM COUNTY, IDAHO

2018-03-30 11:06:47 AM No. of Pages: 4

Recorded for: FIRST AMERICAN TITLE - BLACKFO

PAMELA W. ECKHARDT Fee: \$19.00

Ex-Officio Recorder Deputy JPulley

Index To: RELEASE LIENS - OTHER
Electronically Recorded by Simplifile

RELEASE AGREEMENT

THIS RELEASE AGREEMENT (the "Agreement") is made and entered into this 30th day of March, 2018, by and among Rick Palmer as the personal representative of the Estates of Neldon J. Palmer and Lois Jean Palmer ("Palmers"), and Val Wahlen and Lori Wahlen ("Wahlens") as follows:

RECITALS

WHEREAS, the Palmers and Wahlens entered a Real Estate Lease With Purchase Option Agreement dated April 28, 1997; and Notice of which recorded as Instrument #453542; and

WHEREAS, said agreement was entered for the purchase of real property, and personal property connected thereto, more specifically described as:

Northwest quarter (NW 1/4) and the North one-half of the Southwest quarter (N1/2 SW1/4) of Section Nine (9), Township Five (5) South, Range Thirty-One (31) E.B.M.

TOGETHER WITH ALL WATER PERMIT RIGHTS with the State of Idaho.

SUBJECT to all reservations, restrictions, covenants, easements, and rights of way as the same now exist or appear of record.

Which parcel consists of approximately 220 acres of farmable land and approximately 240 total acres of land located in Bingham County, Idaho.

INITIAL HERE Val Wahlen Property"); and

WHEREAS, the Palmers and Wahlens entered into a First Amendment to Real Estate Lease With Purchase Option Agreement on or about March 27, 2009, whereby the Wahlens exercised their option to purchase the Real Property described above; and
*recorded as Instrument No. 606641

WHEREAS, the Palmers and Wahlens have determined that there remains \$16,313.56 owing on the contract, and

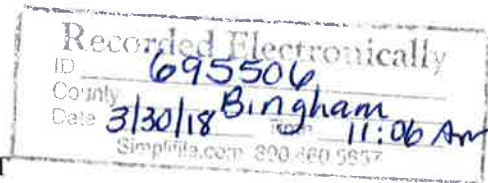
WHEREAS, Palmers have a \$1,770.00 obligation to their lawyer that Wahlens have agreed to pay:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. EFFECTIVE DATE: The effective date of this agreement is the date it was signed by all Parties, as set forth on the top of this document.

1. BUYOUT AND RELEASE AGREEMENT

RELEASE AGREEMENT



THIS RELEASE AGREEMENT (the "Agreement") is made and entered into this 30th day of March, 2018, by and among Rick Palmer as the personal representative of the Estates of Neldon J. Palmer and Lois Jean Palmer ("Palmers"), and Val Wahlen and Lori Wahlen ("Wahlens") as follows:

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INITIAL HERE
VW LW

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WHEREAS, the Palmers and Wahlens have determined that there remains \$16,313.56 owing on the contract, and

WHEREAS, Palmers have a \$1,770.00 obligation to their lawyer that Wahlens have agreed to pay:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. EFFECTIVE DATE: The effective date of this agreement is the date it was signed by all Parties, as set forth on the top of this document.

1. BUYOUT AND RELEASE AGREEMENT

2. **BUYOUT.** For and in consideration of all payments previously made, and \$16,313.56, as well as \$1,770.00 as payment for Palmers' attorney, receipt of which is duly acknowledged, the Palmers will transfer via Personal Representative Deed the real property described above to Val and Lori Wahlen.

3. **RELEASE.** The Palmers hereby release the Wahlens, and the Wahlens hereby release the Palmers, as well as each other's subsidiaries, directors, officers, shareholders, employees, agents, representatives, and attorneys from any claims or potential claims they have or may have concerning the Real Estate Lease With Purchase Option Agreement, with its amendment, for acts or omissions occurring on or prior to the effective date of this Agreement. It is the stated intent of the Parties that Wahlens receive the property as described above without limitation, lien, or other claim by Palmers.

4. **INDEMNIFICATION.** Palmers agree to indemnify and hold harmless Wahlens from any and all loss, costs and expenses (including, without limitation, all legal fees and costs), for any loss or liability Wahlens may receive in the future based upon their ownership of claims made against the Property by any third party.

5. **FUTURE CLAIMS.** By signing this document, Palmers covenants, agrees, and affirms that they have withdrawn any and all claims, or causes of actions against Wahlens regarding the Property and accepts payment as set forth above as full settlement of the transfer of the Property from Palmers to Wahlens. Palmers further warrant and affirm that they do not currently know of any existing acts or omissions by Wahlens that may constitute a claim or liability excluded from the release in paragraph 3 above.

6. **FURTHER ASSURANCES.** Each of the parties hereto agrees to execute such additional documents and agreements as are necessary to effectuate the intents and purposes of this Agreement.

7. **ACKNOWLEDGMENT OF SETTLEMENT** The Parties, as broadly described in paragraph 3 above, acknowledge that (i) the consideration set forth in this Agreement, which includes, but is not limited to payment of funds as set forth above is in full settlement of all claims or losses of whatsoever kind or character that they have, or may ever have had, against the other Party, as broadly described in paragraph 3 above, and (ii) by signing this Agreement, and accepting the consideration provided herein and the benefits of it, they are giving up forever any right to seek further monetary or other relief from the other Party, as broadly described in paragraph 2 above, for any acts or omissions up to and including the Effective Date,

8. **GOVERNING LAW.** This Agreement will be governed by and interpreted in accordance with the law of Idaho.

9. **ATTORNEY'S FEES.** In the event of breach of this contract, or failure by Palmers to indemnify Wahlens as set forth above, Wahlens are entitled to their attorney's fees and costs incurred in any litigation to enforce his rights as set forth in this agreement, whether through litigation or otherwise.

10. MISCELLANEOUS. Time is of the essence in the performance of this Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings relating to the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts and by facsimile, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart, provided that this Agreement shall not become effective until all parties have executed the same.

11. WAIVER. In the event the Wahlens do not seek payment all of their legal remedies available to them at any one time, such election shall not be constructed as a waiver of their right or ability to seek any remedy in the future.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year first above written.



The Estates of Neldon J. Palmer and Lois Jean Palmer
By: Rick Palmer
Its Personal Representative



Val Wahlen



Lori Wahlen

STATE OF IDAHO)

3. BUYOUT AND RELEASE AGREEMENT

County of Bingham)
:SS

On the 30th day of March, 2018, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared Rick Palmer, known or identified to me to be the person whose name is subscribed to the within instrument, in his capacity as Personal Representative of the Estates of Neldon J. Palmer and Lois Jean Palmer, and acknowledged to me that he 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.



By: [Signature]
Notary Public for Idaho
Residing at: Blackfoot, Idaho
My Commission Expires: 11/27/2021

STATE OF IDAHO)
County of Bingham)
:SS

On the 30th day of March, 2018, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared Val Wahlen and Lori Wahlen, known or identified to me to be the person whose names are subscribed to the within 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.



By: [Signature]
Notary Public for Idaho
Residing at: Blackfoot, Idaho
My Commission Expires: 11/27/2021

NOTICE OF REAL ESTATE LEASE
WITH OPTION TO PURCHASE

This notice is given of Real Estate Lease with Option to Purchase dated this 28th day of April, 1997, by and between Neldon Palmer and Jean Palmer, husband and wife (hereinafter "Sellers"), and Val Wahlen and Lori Wahlen, husband and wife, whose address is 2700 W. 1351 S., Aberdeen, Idaho (hereinafter "Purchasers").

NOTICE is hereby given that Sellers, as owners of the following tract of real property, located in Bingham County, Idaho, have agreed to lease and have granted a purchase option in said lease to the Purchasers of the following real property.

Northwest quarter (NW1/4) and the North one-half of the Southwest quarter (N1/2 SW/14) of Section Nine (9), Township Five (5) South, Range Thirty-one (31) E.B.M.

TOGETHER WITH ALL WATER PERMIT RIGHTS with the State of Idaho.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

SUBJECT to all reservations, restrictions, covenants, easements and rights of way as the same now exist or appear of record.

W I T N E S S E T H

In consideration of the terms and provisions set forth in the Real Estate Lease with Purchase Option Agreement dated of even date herewith, hereinafter called the Lease Purchase Agreement, between the Sellers and Purchasers, the Sellers and Purchasers have and do hereby:

1. Sellers' Agreement to Lease Purchase. Sellers agree to lease to the Purchasers with an option to purchase and

Purchasers have agreed to lease from the Sellers the real property located in Bingham County as described above.

2. The above referenced property is subject to the Lease Purchase Agreement effective January 1, 1997, with the term of the said lease to continue through December 31, 2002.

3. Purchase Price. The purchase price to be paid by the Purchasers to Sellers for the subject property as provided in the Lease Purchase Agreement, comprising a down payment, with certain credits and annual purchase installment payments until the entire purchase price has been paid in full, together with interest as provided in the agreement to be paid in full on or before February 15, 2017.

4. The Lease Purchase Agreement and rights and duties therein are not assignable without written authorization from the Sellers.

5. Other Provisions. Lease Purchase Agreement contains other provisions, covenants, and warranties, including without limitations provisions for remedies in the event of default, provisions for the construction of the agreement, provisions concerning water rights and assessments, provisions concerning escrow, provisions for the assumption of or in position of risks and liabilities, which provisions are set forth in detail in the agreement.

6. Further Information. Further information concerning the Lease Purchase Agreement may be obtain from Sellers or Purchasers at the following respective addresses:

Mr. and Mrs. Neldon Palmer
2759 West 2000 South
Aberdeen, Idaho 83210.

Mr. and Mrs. Val Wahlen
2700 West 1352 South
Aberdeen, Idaho 83210.

IN WITNESS WHEREOF Sellers and Purchasers have executed
this notice of Lease Purchase Agreement on the date set out below.

DATED this 28th day of April, 1997.

SELLERS:

Neldon Palmer
Neldon Palmer

Jean Palmer
Jean Palmer

PURCHASERS:

Val Wahlen
Val Wahlen

Lori Wahlen
Lori Wahlen

STATE OF IDAHO

)
:ss
)

COUNTY OF

On this 28th day of April, 1997, before me, the undersigned Notary Public in and for said County and State, personally appeared Neldon Palmer and Jean Palmer, husband and wife, known 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 official seal the day and year first above written.

(SEAL)

Lisa B. Saville
NOTARY PUBLIC FOR IDAHO
Residing at: Peacerville, Id.
My Commission Expires: July 1997

STATE OF IDAHO

)
:ss
)

COUNTY OF

On this 28th day of April, 1997, before me, the undersigned Notary Public in and for said County and State, personally appeared Val Wahlen and Lori Wahlen, husband and wife, known 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 official seal the day and year first above written.

(SEAL)

Lisa B. Saville
NOTARY PUBLIC FOR IDAHO
Residing at: Peacerville, Id.
My Commission Expires: July 1997

Mail to: Secretary of State, UCC Division, 700 W. Jefferson, PO Box 83720, Boise, ID 83720-0080 Ph 208-334-3191

Debtor #3

Lablor #2

Debtor #4

Assignee and Address	Contract Number	Contract Title	Contract Period	Contract Value	Contract Status
...	...	...	...	...	...

Mailing Address for acknowledgment, if not Secured Party

KIM B. LOVELAND
P. O. BOX 4517
POCATELLO, IDAHO 83205-4517

Item No.	Product Code	Product Name (optional)	County Code(s)	Crop Year(s), if Less than All	Amount, if Necessary	Unit	Add Info
1	010	WHEAT	06				
2	050	POTATOES	06				
3	060	SUGAR BEETS	06				
4							
5							
6							
7							
8							
9							

Signature(s) of Debtor(s)

Filing Office Use Only

Secured Party Signature

TERMINATION STATEMENT-The Secured Party no longer claims a security interest under the financing statement.

Secured Party or Assignee of Record

Date _____

[illegible]

Revised 10/24

AFTER RECORDING MAIL TO:

First American Title Company
168 West Pacific Street
Blackfoot, Idaho

Instrument # 623024
BINGHAM COUNTY, IDAHO
11-01-2010 03:15:28 PM No. of Pages: 3
Recorded for: FIRST AMERICAN TITLE - BL
SARA J. STAUB Fee: 16.00
Ex-Officio Recorder Deputy BMarlatt
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

CORPORATE WARRANTY DEED

File No.: 352267-B (Id)

Date: October 29, 2010

For Value Received, **Stroschein Ranches, Inc., an Idaho corporation**, a corporation duly organized and existing under the laws of the State of Idaho, Grantor, does hereby grant, bargain, sell and convey unto **Val Wahlen and Lori Wahlen, husband and wife**, Grantee, whose address is **1352 South 2700 West, Aberdeen, ID 83210**, the following described real estate, to wit:

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

SUBJECT TO current years taxes, irrigation district assessments, public utility easements, subdivision and U.S. patent reservations.

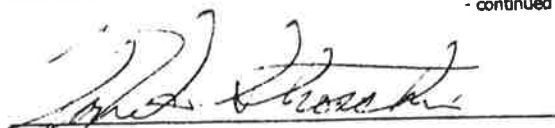
TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances, and that Grantor will warrant and defend the same from all claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its President this 29th day of October, 2010.

APN: RPD0505-02

Warranty Deed
- continued

File No.: 352267-B (Id)
Date: 10/28/2010

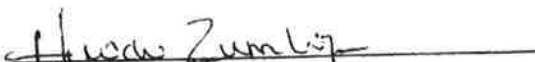

Tom S Stroschein, President

STATE OF Idaho)
ss.
COUNTY OF Latah)

On this 29th day of October, 2010, before me, a Notary Public in and for said State, personally appeared Tom S. Stroschein, known or identified to me to be the President of the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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 the State of Idaho
Residing at: Moscow Id
My Commission Expires: 2/21/2013

APN: RPD0505-02

Warranty Deed
- continued

File No.: 352267-B (Id)
Date: 10/28/2010

EXHIBIT A

PARCEL 19:

TOWNSHIP 4 SOUTH, RANGE 31 E., B.M., BINGHAM COUNTY, IDAHO

SECTION 13: NW $\frac{1}{4}$ SW $\frac{1}{4}$

SECTION 14: S $\frac{1}{2}$, EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE STATE OF IDAHO FOR HIGHWAY PURPOSES BY INSTRUMENT RECORDED AS INSTRUMENT NOS. 218297 AND 218298.

SECTION 23: THAT PORTION OF THE NW $\frac{1}{4}$ LYING N. OF THE RIGHT OF WAY OF THE HIGHLINE ABERDEEN-SPRINGFIELD CANAL



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 07, 2019

VAL WAHLEN
1352 S 2700 W
ABERDEEN ID 83210-1718

Re: Change in Ownership for Water Right No(s): 35-2559

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: Aberdeen- American Falls Ground Water District
Water District 120