

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 26 2018

Department of Water Resources
Eastern Region

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?
35-02658	Yes ☐	Yes ☐		Yes ☐	Yes ☐
35-07151	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: WD ENTERPRISES, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): K & C WAHLEN LIVING TRUST
New owner(s) as listed on the conveyance document
- Mailing address: 2275 S. 2900 W. City: ABERDEEN State: ID ZIP: 83210
Telephone: 208-221-2200 Email: kimwahlenfarms@gmail.com

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: 6/12/2017

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.

SUPPORT DATA

IN FILE # 35-2658

8. Signature: [Signature] Title, if applicable: OWNER / Director Date: 3-12-18
Signature of new owner/claimant
- Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by: [Signature] Date: 3/26/18 Receipt No. E044033 Receipt Amt. \$25 -
 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: [Signature] Processed by: [Signature] Date: 5/30/18

RECORDING REQUESTED BY:

Baker & Harris
266 W Bridge
Blackfoot, ID 83221

Instrument # 211219

POWER COUNTY, IDAHO
06-27-2017 11:15:30 AM No. of Pages: 3
Recorded for: BAKER & HARRIS
SHARIE SPRAGUE Fee: \$16.00
Ex-Officio Recorder Deputy: maureen schelske
Electronically Recorded by Simplifile

space above this line for Recording use only

QUIT CLAIM DEED

THIS INDENTURE, made this 12 day of June, 2017, between WD Enterprises, LLC Grantor, and K&C Wahlen Living Trust, of 2275 S 2900 W, Aberdeen, Idaho 83210, Grantee.

WITNESSETH: That the said Grantor, for good and valuable consideration paid by the said Grantee, the receipt whereof is hereby acknowledged, does by these presents demise, release and forever quit claim unto the said Grantee, and to Grantee's heirs and assigns all the certain land situate, lying and being in the County of Power, State of Idaho, described as follows, to wit:

PARCEL 1

SE¼ of Section 5, Township 7 South, Range 30 East, Boise Meridian, Power County, Idaho.

PARCEL 2

SE¼ of Section 12, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Subject to all existing rights-of-ways for public highways, protective covenants, utility lines, existing roadways, irrigation ditches and all building, zoning and other restrictions of use and all encumbrances of record.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said Grantee and to Grantee's heirs and assigns forever.

IN WITNESS WHEREOF, the said Grantor hereunto sets his hand the day and year first above written.

WD ENTERPRISES, LLC

Kim C. Wahlen

Kim C. Wahlen, Member

WAHLEN

CW

WD ENTERPRISES, LLC

Blair Lee Dance

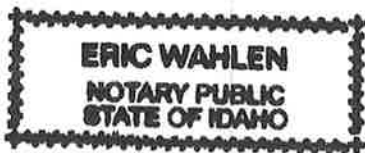
Blair Lee Dance, as President of Desert
Management, Inc., as general partner of Borah
Capital, LTD as Member of WD Enterprises, LLC

STATE OF IDAHO)

County of Bingham : ss.

I, a notary public, do hereby certify that on this 12 day of June, 2017, personally appeared before me Kim C. Wahlen, who, being by me first duly sworn, declared that he is member of WD Enterprises, LLC and the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



Kim C. Wahlen

Notary Public for Idaho

Residing at: Bingham County, Idaho

My Commission Expires: February 9, 2021

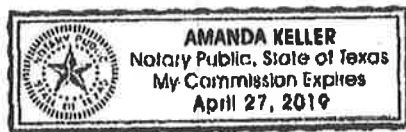
STATE OF TEXAS)

: ss.

County of Dallas)

I, a notary public, do hereby certify that on this 21 day of June, 2017, personally appeared before me Blair Lee Dance, who, being by me first duly sworn, declared that he is President of Desert Management, Inc., as general partner of Borah Capital, LTD as Member of WD Enterprises, LLC and the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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




Notary Public for Texas
Residing at: 433 Los Colinas Blvd. E. Ste. 1290 Irving, TX
My Commission Expires: 4-27-19

Google Maps 35-02658



Imagery ©2018 Google, Map data ©2018 Google 200 ft

Google Maps

35-07151

Imagery ©2018 Google, Map data ©2018 Google 200 ft

NONMERGER WARRANTY DEED

THIS DEED, made this 29th day of June, 1999 between ANTHONY TODD FELD, a/k/a A. TODD FELD, whose address is P. O. Box 299, Aberdeen, Idaho 83210, ("Grantor") and L.C.S. ENTERPRISES, INC., whose address is 433 East Colinas Blvd, Suite 1290, Irving, Texas 75039, ("Grantee").

W I T N E S S E T H:

The Grantor, for and in consideration of the covenants hereinafter contained and other good and valuable consideration, does by these presents grant, convey, and warrant, unto the Grantee, and to the successors and assigns of Grantee, forever, all of the property located in the County of Power, State of Idaho, described as follows, to-wit:

That property more fully described on Exhibit A attached hereto and made a part hereof by reference.

TO HAVE AND TO HOLD, all and singular, the said property, together with the appurtenances, unto the said Grantee, and to the heirs, successors and assigns of Grantee forever. Grantor covenants with Grantee that the former is now seized in fee simple of the property granted; that the latter shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances except accruing taxes, levies and assessments and the assessments of the Aberdeen/Springfield Canal Company and Aberdeen American Falls Groundwater District; that Grantor and all persons acquiring any interest in the same

1 through or for them will, on demand, execute and deliver to
2 Grantee at the expense of the latter, any further assurance of
3 the same that may be reasonably required; and that Grantor will
4 warrant to Grantee all of the said property against every person
5 lawfully claiming the same, except those claiming under the above
6 exceptions.

7 This deed is absolute in effect and conveys fee simple
8 title of the property above described to the Grantee and does not
9 operate as a mortgage, trust conveyance, or security of any kind.

10 The acceptance of this conveyance by Grantee is
11 conditioned upon there being no liens against the property,
12 except for those set forth above.

13 This deed does not effect a merger of the fee ownership
14 and the lien of the mortgage described herein. The fee and lien
15 shall hereafter remain separate and distinct. It is not the
16 intent of the parties to affect the subrogation rights of any
17 third parties.

18 The true and actual consideration of this conveyance is
19 that by acceptance of this deed, Grantee covenants and agrees
20 that it shall not enforce any judgment against Grantor for the
21 indebtedness evidenced by the promissory note secured by that
22 certain Mortgage to The Mutual Life Insurance Company of New
23 York, dated September 18, 1995, and recorded September 18, 1995
24 as Instrument No. 164210, records of Power County, State of Idaho
25 and assigned to the Grantee by Assignment dated April 13, 1999
26

1 and recorded in the office of the Power County Recorder, on April
2 26, 1999 as Instrument No. 172525. This deed shall not operate
3 to preclude Grantee from proceeding in any action to enforce the
4 Note and Mortgage but shall preclude Grantee from obtaining a
5 deficiency judgment against Grantor.

6 Grantor does hereby waive, surrender, convey, and
7 relinquish any equity of redemption and statutory rights of
8 redemption concerning the property and equipment described above.

9 Possession of the property is hereby surrendered and
10 delivered to Grantee.

11 Grantor declares that this conveyance is freely and
12 fairly made, and that there are no agreements, oral or written,
13 other than this deed between Grantor and Grantee with respect to
14 said property.

15 Grantor is not acting under any misapprehension as to
16 the legal effect of this deed, nor under any duress, undue
17 influence, or misrepresentation of Grantee, its agent, or
18 attorney, or any other person.

19 This conveyance has been authorized by the United
20 States Bankruptcy Court for the District of Idaho in Case No. 98-
21 40664.

22 IN WITNESS WHEREOF, Grantor has hereunto executed this
23 deed the day and year first above written.

24 Anthony Todd Feld
25 Anthony Todd Feld, a/k/a
26 A. Todd Feld

1 STATE OF IDAHO)
2 County of Bingham) ss

3 On this 29th day of June, in the year 1999,
4 before me, the undersigned, a Notary Public in and for said
5 State, personally appeared ANTHONY TODD FELD, a/k/a A. TODD FELD,
6 known or identified to me to be the person whose name is
7 subscribed to the within instrument, and acknowledged to me that
8 he executed the same.

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Michelle Coltrane
Notary Public for Idaho
Residing at Aberdeen
My Commission Expires: 08/28/2003

PARCEL 1:

Township 7 South, Range 29 East, Boise Meridian, POWER COUNTY, IDAHO.
Section 17: SW $\frac{1}{4}$

PARCEL 2:

Township 7 South, Range 29 East, Boise Meridian, POWER COUNTY, IDAHO.
Section 12: S $\frac{1}{2}$, EXCEPTING THEREFROM:

Beginning at the Southwest Corner of Section 12, Township 7 South, Range 29 East, Boise Meridian, POWER COUNTY, IDAHO, said corner being marked by a 5/8 inch iron pin with a yellow plastic cap marked "LS 4440" and set flush with the road surface; thence North 0°03' East along the West line of said Section 12, 649.94 feet to a 5/8 inch iron pin with a yellow plastic cap marked "LS 4440" and set flush with the road surface; thence North 89°46' East parallel to the South line of Section 12, 284.60 feet to a 5/8 inch iron pin with a yellow plastic cap marked "LS 4440" and buried 2 feet deep in the ground with a red aluminum fence post alongside; thence South 0°03' West parallel to the West line of Section 12, 649.94 feet to a point on the South line of Section 12, said point being marked by a 5/8 inch iron pin with a yellow plastic cap marked "LS 4440" and set flush with the road surface; thence South 89°46' West along said South line of Section 12, 284.60 feet to the TRUE POINT OF BEGINNING.

PARCEL 3:

Township 7 South, Range 29 East, Boise Meridian, POWER COUNTY, IDAHO.
Section 12: A parcel of land located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southwest Corner of Section 12, Township 7 South, Range 29 East, Boise Meridian, POWER COUNTY, IDAHO, said corner being marked by a 5/8 inch iron pin with a yellow plastic cap marked "LS 4440" and set flush with the road surface; thence North 0°03' East along the West line of said Section 12, 649.94 feet to a 5/8 inch iron pin with a yellow plastic cap marked "LS 4440" and set flush with the road surface; thence North 89°46' East parallel to the South line of Section 12, 284.60 feet to a 5/8 inch iron pin with a yellow plastic cap marked "LS 4440" and buried 2 feet deep in the ground with a red aluminum fence post alongside; thence South 0°03' West parallel to the West line of Section 12, 649.94 feet to a point on the South line of Section 12, said point being marked by a 5/8 inch iron pin with a yellow plastic cap marked "LS 4440" and set flush with the road surface; thence South 89°46' West along said South line of Section 12, 284.60 feet to the TRUE POINT OF BEGINNING.

SINGLED COPY ORDER
BLK. OCT. 1999

483722

FEE 6.00

WARRANTY DEED 1999 OCT -4 PM 2: 03

Order No.: 3029900120-L

RECORDED AT THE REQUEST OF

FOR VALUE RECEIVED

L.C.S. Enterprises, Inc.

Alliance Title & Escrow Corp.

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

WD Enterprises, LLC

whose current address is

423 E Las Colinas Boulevard Suite 1290
Irving, TX 75039the grantee(s), the following described premises, in Bingham County, Idaho, and Power County,
Idaho, TO WIT:

SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION

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: September 29, 1999 October 1, 1999

L.C.S. Enterprises, Inc.

By:

Blair Lee Dance, President

State of Texas

}

County of Dallas

} ss.

On this 1st day of October, 1999, before me, a Notary Public in and for said state, personally appeared Blair Lee Dance, known to me to be the President of the Corporation, and acknowledged to me that pursuant to a Resolution of the Board of Directors, he executed the foregoing in said Corporation 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.



Tricia York
Notary Public for the State of Texas
Residing at: Tarrant County
Commission Expires: 8/10/03

173698

1 of 2

INSTRUMENT #	
TIME	<u>4:08 p.m.</u>
REQ. OF	<u>Alliance</u>
OCT 0 4 1999	
POWER COUNTY AM. FALLS	
CHRISTINE STEINLIGHT	
BY	<u>[Signature]</u>
DEPOT	

Pd. 6.00

EXHIBIT A

POWER COUNTY

PARCEL 1:

Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho.

Section 17: SW $\frac{1}{4}$

PARCEL 2:

Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho.

Section 12: S $\frac{1}{2}$, EXCEPTING THEREFROM:

320

Beginning at the Southwest corner of Section 12, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho, said corner being marked by a 5/8 inch iron pin with a yellow plastic cap marked "LS 4440" and set flush with the road surface; Thence North 0°03' East along the West line of said Section 12, 649.94 feet to a 5/8 inch iron pin with a yellow plastic cap marked "LS 4440" and set flush with the road surface; Thence North 89°46' East parallel to the South line of Section 12, 284.60 feet to a 5/8 inch iron pin with a yellow plastic cap marked "LS 4440" and buried 2 feet deep in the ground with a red aluminum fence post alongside; Thence South 0°03' West parallel to the West line of Section 12, 649.94 feet to a point on the South line of Section 12, said point being marked by a 5/8 inch iron pin with a yellow plastic cap marked "LS 4440" and set flush with the road surface; Thence South 89°46' West along said South line of Section 12, 284.60 feet to the TRUE POINT OF BEGINNING.

PARCEL 3:

Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho.

Section 12: A parcel of land located in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, more particularly described as follows:

160

Beginning at the Southwest corner of Section 12, Township 7 South, Range 29 East, Boise Meridian, Power County, Idaho, said corner being marked by a 5/8 inch iron pin with a yellow plastic cap marked "LS 4440" and set flush with the road surface; Thence North 0°03' East along the West line of said Section 12, 649.94 feet to a 5/8 inch iron pin with a yellow plastic cap marked "LS 4440" and set flush with the road surface; Thence North 89°46' East parallel to the South line of Section 12, 284.60 feet to a 5/8 inch iron pin with a yellow plastic cap marked "LS 4440" and buried 2 feet deep in the ground with a red aluminum fence post alongside; Thence South 0°03' West parallel to the West line of Section 12, 649.94 feet to a point on the South line of Section 12, said point being marked by a 5/8 inch iron pin with a yellow plastic cap marked "LS 4440" and set flush with the road surface; Thence South 89°46' West along said South line of Section 12, 284.60 feet to the TRUE POINT OF BEGINNING.

483722

BINGHAM COUNTY

PARCEL 4:

Township 6 South, Range 31 East Boise Meridian, Bingham County, Idaho

Section 17: E $\frac{1}{2}$ SW $\frac{1}{4}$ EXCEPTING THEREFROM: Commencing at a point on the South line of said Section 17, from which the S $\frac{1}{4}$ corner of said Section bears South 89°13'30" East 688.36 feet, thence North 0°46'30" East 25.00 feet to the True Point of Beginning (a point on the North side of an existing County Road), thence North 0°45'30" East 223.71 feet; thence North 89°13'30" West 110.00 feet; thence North 0°13'30" West 96.10 feet; thence South 87°47'30" West 225.34 feet; thence South 0°46'30" West 308.00 feet to the North side of said County Road; thence South 89°13'30" East 335.70 feet to the True Point of Beginning.

Township 6 South, Range 31 East Boise Meridian, Bingham County, Idaho

Section 20: NW $\frac{1}{4}$ NW $\frac{1}{4}$

2 of 2



WARRANTY DEED

Instrument # 195508

POWER COUNTY, IDAHO
01-29-2009 11:49:00 am No. of Pages: 1
Recorded for: ALLIANCE TITLE - POCA TELLO
CHRISTINE STEINLICHT Fee: \$3.00
Ex-Officio Recorder Deputy: Jennifer J Rupp
Electronically Recorded by Simplifile

Order No.:3010820704ER

FOR VALUE RECEIVED

MPH Farms, an Idaho General Partnership

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

WD Enterprises, LLC

whose current address is

433 Las Colinas Blvd., Suite 1290 Irving, TX 75039

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

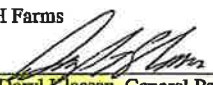
The Southeast ¼ of Section 5, Township 7 South, Range 30 East, Boise Meridian, Power County, Idaho.

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: 1/22/2009

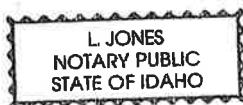
MPH Farms

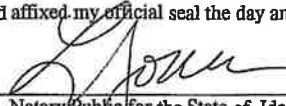
By: 
Daryl Klassen, General Partner

State of Idaho }
 } ss.
County of Bannock }

On this 22nd day of January, 2009, before me, a Notary Public in and for said state, personally appeared Daryl Klassen, known or identified to me to be the partner(s) that executed the foregoing instrument, and acknowledged to me that he executed the same in said Partnership 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.




Notary Public for the State of Idaho
Residing at: Pocatello
Commission Expires: 06-01-13



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

C.L. "Butch" Otter
Governor

Gary Spackman
Director

June 1, 2018

K & C Wahlen Living Trust
2275 S 2900 W
Aberdeen ID 83210

Re: Change in Ownership for Water Right No(s): 35-2658 & 35-7151

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,

Jonie Barg
Technical Records Spec I

Enclosure(s)

cc: Water District 120
Aberdeen American Falls Ground Water District