

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 30 2017

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 changed 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?
35-7732	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Todd Feld
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
- 2275 S. 2900 W Aberdeen ID 83210
Mailing address City State ZIP
- (208) 226-9906 office. kim.wahlen@farmers.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: 3-9-2012

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: K & C Wahlen Living trust By Kim Wahlen owner 3-22-17
Signature of new owner/claimant Title, if applicable Date
- Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by Jed Date 3-30-17 Receipt No. 0103290 Receipt Amt. 25.00

Approved by _____ Processed by JWH Date 5-31-17

COPY

WARRANTY DEED

ATEC Order No.:124769

FOR VALUE RECEIVED

Jeffery David Feld, a married man dealing with his sole and separate property
the grantor(s), do(es) hereby grant, bargain, sell and convey unto

K & C Wahlen Living Trust, dated March 18, 2003, Kim C. Wahlen as Trustee
whose current address is

~~2915 West 1800 South~~ 2275 South 2900 West
Aberdeen, ID 83210

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

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 00°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 00°45'30" East 223.71 feet; thence North 89°13'30" West 110.00 feet; thence North 00°13'30" West 96.10 feet; thence south 87°47'30" West 225.34 feet; thence South 00°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.

EXCEPTING THEREFROM: A parcel of land in the Southeast Quarter of the Southwest Quarter of Section 17, Township 6 South, Range 31, East, Boise Meridian, Bingham County, Idaho, described as:

Commencing at the South Quarter corner of said Section 17, monumented with a $\frac{1}{2}$ " rebar; thence North 89°14'20" West along the South line of Section 17, a distance of 1025.07 feet, to the True Point of Beginning; thence North 89°14'20" West continuing along said South line 295.55 feet; thence North 00°45'40" East, leaving said South line, 25.00 feet to a point on the Northerly right-of-way line of Homestead Road, monumented with a $\frac{1}{2}$ " rebar with a plastic cap stamped PLS 843; thence North 04°27'09" West 308.43 feet to a $\frac{1}{2}$ " rebar with a plastic cap stamped PLS 843; thence South 89°23'18" East 323.58 feet, to the Northwesterly corner of Warranty Deed Instrument No. 554971, monumented with a $\frac{1}{2}$ " rebar with a plastic cap stamped PLS 843; thence South 00°45'40" West along the West line of said Warranty Deed, 308.00 feet to a point on said Northerly right-of-way line of Homestead

Dated: March 7, 2012

Jeffery David Feld
Jeffery David Feld

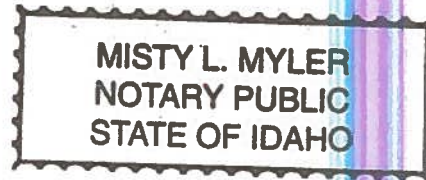
Renee C. Feld
Renee C. Feld

State of Idaho } ss
County of Bingham }

On this 9th day of March, 2012, before me, Misty L. Myler, a Notary Public in and for said state, personally appeared **Jeffery David Feld and Renee C. Feld**, 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.

Misty L. Myler
Misty L. Myler
Notary Public for the State of Idaho
Residing at: Blackfoot
Commission Expires: 3/25/2016



Copy -

PURCHASE OF REAL ESTATE AND PERSONAL PROPERTY AGREEMENT

This agreement made this 6 day of ^{July} ~~June~~, 2011, by and between Jeff Feld, hereinafter referred to collectively as "Feld," and Kim Wahlen Farms, hereinafter referred to as "Wahlen."

WHEREAS, Feld currently owns approximately 75 acres of real estate referred to as Feld North, identified as Idaho Power meter #06s 31e 17 #04; and

WHEREAS, Wahlen is interested in purchasing the real estate and personal property located thereon; and

WHEREAS, Feld is interested in selling ownership of the real estate and personal property, and therefore,

Based upon the terms and conditions contained herein, the parties agree as follows:

1. Wahlen agrees to purchase the 75 acres of real estate and all personal property located on the farm for the sum of \$8,000.00 per acre. It is agreed that a more complete legal description will be provided prior to closing.
2. It is agreed that a non-refundable earnest money deposit of \$25,000.00 has been paid, or will be paid upon execution of this agreement. The earnest money is non-refundable, unless the sale does not occur due to the fault of Feld. The earnest money shall be solely attributed to the personal property at issue in this transaction. It is agreed and understood that Feld desires to complete a 1031 exchange with this real estate sale. Thus, it is agreed that the parties will take reasonable steps to assist in the 1031 exchange being completed.
3. Closing shall be on January 9, 2012, unless all parties agree otherwise. All closing costs shall be split equally between the parties.
4. Feld agrees that after the 2011 crop is harvested, that Wahlen may take possession of the real estate for the purposes of fall tillage, fertilization, or other steps Wahlen may desire to take for the sole purpose of preparing for the 2012 crop season. Feld will have no responsibility for any preparations for the 2012 crop.
5. The parties agree that all terms and conditions of this sale shall remain strictly confidential until six months after closing.

6. This agreement contains the complete agreement concerning the purchase of the real estate and personal property, and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this agreement or any representations including the execution and delivery hereof, except such representations as are specifically set forth therein, and each of the parties hereto acknowledges that they relied on their own judgment in entering into this agreement. The parties hereto further acknowledge that any payments or representations that may have heretofore been made by either of them to the other are of no effect and that neither of them has relied thereon in connections with their dealings with the other.
7. No waiver or modification of this agreement or any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence of any proceedings, arbitration, or litigation between the parties hereto arising out of or affecting this agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this Section may not be waived except as herein set forth.
8. This Agreement shall in all respects be governed by the laws of the State of Idaho. Venue of any suit or proceeding hereunder shall be properly placed in Blackfoot, Idaho, and both parties waive any objection to venue.
9. If the event legal action is reasonably necessary to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other a reasonable attorney's fee.
10. Feld may assign the rights and benefits given to him in this Agreement, and this same agreement shall survive any sale of assets, merger, consolidation, or other change in the business structure of Feld.
11. If any term, condition, or provision of this agreement shall be found to be illegal and unenforceable for any reason, such provision shall be modified or deleted so as to make the balance of this same agreement, as modified, valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this agreement on the 6 day of ~~June~~, 2011.

July

Jeff Feld
Jeff Feld

Kim Wahlen
Kim Wahlen

Idaho Department of Water Resources Receipt

Receipt ID: C103290

Payment Amount \$25.00 Date Received 3/30/2017 11:29 AM Region STATE
Payment Type Check Check Number 36709
Payer KIM WAHLEN FARMS
Comments Notice of Change of Water Right Ownership WR# 35-7732

Fee Details

Amount	Description	PCA	Fund	Fund Detail	Subsidiary	Object
\$25.00	OWNERSHIP CHANGES/SECURITY INTERESTS	56140	0229	21		1155



Signature Line (Department Representative)

Water Rights

Water Right Report

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IDAHO DEPARTMENT OF WATER RESOURCES
Water Right Report

1/27/2017

WATER RIGHT NO. 35-7732

 **Tract 5**

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	TODD FELD 1470 S 2750 W ABERDEEN, ID 83210 (208)397-4282
Original Owner	FELD FARMS 719 BITTERROOT DR POCATELLO, ID 83201 (208)233-9969

Priority Date: 07/21/1977
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	1.11 CFS	304 AFA
Total Diversion			1.11 CFS	

Location of Point(s) of Diversion:

GROUND WATER|NESESW|Sec. 17|Township 06S|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>

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=35&Seque...> 01/27/2017

Water Rights

Water Right Report

Page 2 of 2

06S |31E |17 | |NESW|40 | |SESW|36 | | | | |

Total Acres: 76

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. E02 USE OF THIS RIGHT IS COMBINED WITH WATER FROM ABERDEEN SPRINGFIELD CANAL CO.

Dates:

Licensed Date:

Decreed Date: 04/02/2012

Permit Proof Due Date: 10/1/1979

Permit Proof Made Date: 1/1/1900

Permit Approved Date: 9/14/1977

Permit Moratorium Expiration Date:

Enlargement Use Priority Date:

Enlargement Statute Priority Date:

Water Supply Bank Enrollment Date Accepted:

Water Supply Bank Enrollment Date Removed:

Application Received Date:

Protest Deadline Date:

Number of Protests: 0

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 120

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Civil Case Number:

Old Case Number:

Decree Plaintiff:

Decree Defendant:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

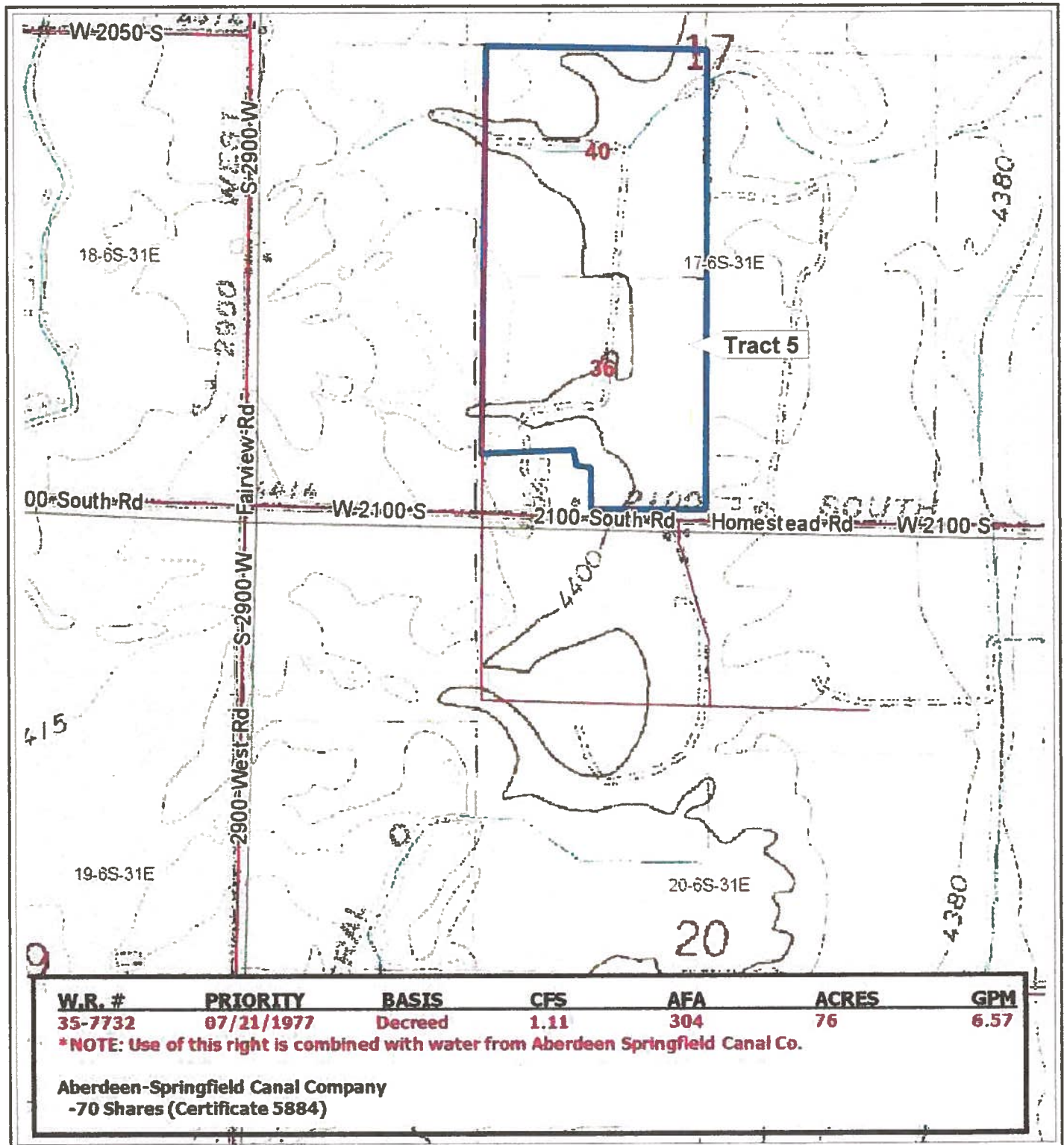
DLE Act Number:

Cary Act Number:

Mitigation Plan: False

<http://www.idwr.idaho.gov/apps/ExtSearch/RightReportAJ.asp?BasinNumber=35&Seque...> 01/27/2017

Water Rights - Place of Use Map: Tract 5





State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Web Site: www.idwr.idaho.gov

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

May 31, 2017

K & C WAHLEN LIVING TRUST
2275 S 2900 W
ABERDEEN, ID 83210

Re: Change of Ownership for Water Right/Permit No(s): 35-7732

Dear Water Right Holder(s):

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records to reflect this change in ownership and has enclosed a computer-generated report for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 § 42-222 and §42-223, Idaho Code.

Also note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within **120 days** of the change. Water right forms are available from any office of the Department, or at www.idwr.idaho.gov.

If you have any questions concerning the enclosed information, please feel free to contact me at (208) 287-4942.

Sincerely,

A handwritten signature in cursive script that reads "Jean Hersley".

Jean Hersley
Technical Records Specialist II

Enclosure(s)

c: Water District No. 120

Hersley, Jean

From: Hersley, Jean
Sent: Thursday, April 20, 2017 12:36 PM
To: 'office.kimwahlenfarms@gmail.com'
Subject: Notice of Change in Water Right Ownership 35-7732

The Department of Water Resources received a Notice of Change in Water Right Ownership from you on March 30, 2017. During the review, it was discovered that additional information was needed to complete this request.

The additional information needed is the complete warranty deed. It appears that a portion of the legal description exceptions was cut off on the copy of the warranty deed submitted.

Because the Department cannot process the ownership change without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your request unprocessed. Please send the documents by responding to this email or fax to (208) 287-6700, attn: Jean or mail to: IDWR, PO Box 83720, Boise, Idaho, 83720-0098.

Please contact me at (208) 287-4942 if you have any questions regarding this matter.

*Jean Hersley
Idaho Dept Water Resources
Technical Records Specialist II
208-287-4942*