

RECEIVED

SEP 02 2016

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPT OF WATER RESOURCES
SOUTHERN 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?
45-10119	Yes ☐	Yes ☐	45-14324	Yes ☐	Yes ☐
45-510	Yes ☐	Yes ☐	45-14326	Yes ☐	Yes ☐
45-2313	Yes ☐	Yes ☐	45-2174A	Yes ☐	Yes ☐
45-2633	Yes ☐	Yes ☐		Yes ☐	Yes ☐
45-12432	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: BRENT & CHALET FUNK

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): IDAHO AGRI INVESTMENTS, LLC

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

PO BOX 609

TURNER

ME

04282

Mailing address

City

State

ZIP

207-255-2555

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: AUGUST 16, 2016

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.

8. Signature: Wayne E. Cummings WAYNE E. CUMMINGS, MANAGER

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 DM Date 9-2-2016 Receipt No. 5035710 Receipt Amt. \$400-

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 _____ Processed by _____ Date _____

SUPPORT DATA

IN FILE # 45-510

When Recorded, Please Return To:

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

16273337

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged BRENT FUNK*and CHALET FUNK, husband and wife ("Grantor") do hereby grant, bargain, sell, and convey unto Idaho Agri Investments, LLC, an Idaho limited liability company, P.O. Box 609, Turner, ME 04282 ("Grantee"), the following described premises located in Twin Falls and Cassia Counties, Idaho, to wit:

See EXHIBIT A

Together with all water rights and other appurtenances thereto.

TO HAVE AND TO HOLD, unto Grantee, its successors and assigns forever.

SUBJECT TO the exceptions, encumbrances, easements, restrictions and matters set forth on EXHIBIT A attached hereto and incorporated herein (collectively the "Permitted Exceptions").

Grantor warrants that it is the owner in fee simple of the Property, that the Grantor has not conveyed any interest in the Property to any person other than Grantee, and that the Property is free from all encumbrances created or suffered by Grantor, except the Permitted Exceptions, and that Grantor will warrant and defend the same against all lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the parties have executed the within instrument as of the 16th day of August, 2016.

"GRANTOR"

BRENT & CHALET FUNK, husband and wife

By: Brent Funk
Brent Funk also known as Brent A. Funk

By: Chalet Funk
Chalet Funk

*also known as Brent A. Funk

When Recorded, Please Return To:

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - BURLEY
03:12:19 PM 08-17-2016
2016014366
NO. PAGES 5 FEE: \$22.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: SM
Electronically Recorded by Simplifile

16273337

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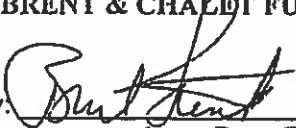
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By: 

Brent Funk also known as Brent A. Funk

By: 

Chalet Funk

*also known as Brent A. Funk

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16273337

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By: Brent Funk

Brent Funk also known as Brent A. Funk

By: Chalet Funk

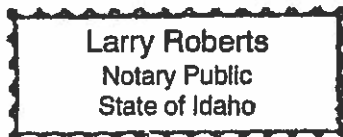
Chalet Funk

*also known as Brent A. Funk

STATE OF IDAHO)
)ss.
County of Cassia)

On this 16 day of August, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared BRENT and CHALET FUNK, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

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




NOTARY PUBLIC for Idaho
Residing at Twin Falls
Commission Expires 6-30-2021

EXHIBIT A

TOWNSHIP 12 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 4: Part of Lot 3, more particularly described as follows:

Beginning at the NE $\frac{1}{4}$ NW $\frac{1}{4}$, said corner marked by a $\frac{1}{2}$ inch rebar, which shall be the Point of Beginning;
Thence South 00°08'15" West (South, rec.) for a distance of 470.01 feet (470 feet, rec.) to a $\frac{1}{2}$ inch rebar;
Thence North 89°52'52" West (West, rec.) for a distance of 270.00 feet to a $\frac{1}{2}$ inch rebar;
Thence North 00°08'15" East (North, rec.) for a distance of 445.09 feet to a $\frac{1}{2}$ inch rebar;
Thence North 00°08'15" East for a distance of 24.91 feet to the North line of Section 4;
Thence South 89°52'52" East (East, rec.) along the North line of Section 4 for a distance of 270.00 feet to the Point of Beginning.

Section 4: Part of the NW $\frac{1}{4}$, more particularly described as follows:

Beginning at the Southwest corner of the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 4, said corner marked by a $\frac{5}{8}$ inch rebar which shall be the Point of Beginning;
Thence North 00°12'33" East along the west line of Section 4 for a distance of 9.13 feet to a $\frac{1}{2}$ inch rebar;
Thence South 89°45'11" East for a distance of 274.71 feet to a $\frac{1}{2}$ inch rebar;
Thence South 00°12'33" West for a distance of 9.13 feet to the south line of the N $\frac{1}{2}$ NW $\frac{1}{4}$;
Thence South 00°12'33" West for a distance of 13.60 feet to a $\frac{1}{2}$ inch rebar;
Thence North 89°45'11" West for a distance of 274.71 feet to a $\frac{1}{2}$ inch rebar on the west line of Section 4;
Thence North 00°12'33" East along said line for a distance of 13.60 feet to the Point of Beginning.

NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 5: Lots 3 and 4 and the SE $\frac{1}{4}$ NW $\frac{1}{4}$

TOWNSHIP 11 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 31: E $\frac{1}{2}$ SE $\frac{1}{4}$

Section 32: S $\frac{1}{2}$ SE $\frac{1}{4}$

AND those portions of the following water rights appurtenant to the above described property:

- 45-510
- 45-2174A
- 45-2313
- 45-2633
- 45-12432
- 45-14324
- 45-14326
- Southwest Irrigation District

SUBJECT TO:

Taxes for the year 2017 and subsequent years.

Liens, levies and assessment of any and all irrigation districts, including but not limited to the Southwest Irrigation District and/or Milner Low Lift Irrigation District and the rights, powers, and easements of said districts as provided by law.

Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

Easement from the State of Idaho, acting through the State Board of Land Commissioners to Frank Somsen, dated December 12, 1938

Recorded: February 9, 1940

Instrument No. 134172, records of Cassia County, Idaho

Easement from John I. Savage and Edith V. Savage, husband and wife, to Harold Savage, dated July 31, 1958

Recorded: August 9, 1958

Instrument No. 198211, records of Cassia County, Idaho.

Powerline Easement from Glen F. Blaser and Ruth C. Blaser, husband and wife, and Dwaine S. Perkins and Anna C. Perkins, husband and wife, to Idaho Power Company, dated March 13, 1963

Recorded June 11, 1963

Instrument No. 13377 on Film No. 21 in the office of the County Recorder of the County of Cassia, State of Idaho (Covers N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 5 and N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 4, Township 12 South, Range 20 East of the Boise Meridian)

Powerline Easement from Neal H. Perkins and LaVina R. Perkins, husband and wife, to Idaho Power Company, dated March 10, 1963

Recorded: June 11, 1963

Instrument No. 13381 on Film No. 21 in the office of the County Recorder of the County of Cassia, State of Idaho (Covers N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 5 and the N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 4, Township 12 South, Range 20 East of the Boise Meridian)

Powerline Easement from Robert J. Allred and Miriam R. Allred, his wife, to Idaho Power Company, a corporation, its licensees, successors and assigns, dated May 17, 1966

Recorded: November 1, 1966

Instrument No. 32169 on Film No. 44, records of Cassia County, Idaho

(Covers Lot 4 and the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 4 and the S $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 5, all in Township 12 South, Range 20 East of the Boise Meridian)

Statement of Claim and Notice of Intent to Preserve executed by Ladd Petroleum Corporation, dated September 17, 1984

Recorded September 24, 1984

Instrument No. 163826 on Film No. 167, records of Cassia County, Idaho

For the purpose of providing public notice of the mineral interest claimed and preserved by Ladd Petroleum Corporation in and to the oil, gas, coal, clay, gravel, uranium and all other minerals of every kind and nature. (Covers additional property not included herein)

Easement contained in Warranty Deed executed by Brent A. Funk and Chalet Funk, husband and wife, to C. Gordon Luke and Eola D. Luke, husband and wife

Recorded: November 7, 2002

Instrument No. 284783, records of Cassia County, Idaho.

(Covers the N $\frac{1}{2}$ NE $\frac{1}{4}$ of Section 5, Township 12 South, Range 20 East of the Boise Meridian)

Terms and Conditions contained in Grant of Easement and Joint Use Agreement between Danford L. Crane II and Shaunna Crane, grantors and Brent A. and Chalet Funk, grantees, dated August 5, 2005

Recorded August 10, 2005

Instrument No. 303500, records of Cassia County, Idaho.

Joint Declaration of Easements executed by C. Gordon Luke and Eola D. Luke, husband and wife and John Beukers and Ruth Beukers, husband and wife, dated January 30, 2007

Recorded: January 31, 2007

Instrument No. 313624, records of Cassia County, Idaho.

(Covers S $\frac{1}{2}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 5, Township 12 South, Range 20 East of the Boise Meridian)

Effects of Resolution 2009-10 of the Cassia County Planning and Zoning Commission dated June 18, 2009

Recorded: June 19, 2009

Instrument No. 2009-003105, records of Cassia County, Idaho.

Effect of Resolution of Cassia County Planning and Zoning Commission Granting a Confined Animal Feeding Operation Permit Resolution No. 2010-15, dated October 21, 2010

Recorded October 21, 2010

Instrument No. 2010-005015, records of Cassia County, Idaho.

Resolution No. 2011-03, Amending Resolution No. 2010-15, dated April 21, 2011

Recorded: April 21, 2011

Instrument No. 2011-001639, records of Cassia County, Idaho.

Grant of Easement between Brent A. Funk and Chalet Funk, husband and wife, grantors and PKD Properties, L.C. and TLD Properties, LLC, grantees, dated October 30, 2012

Recorded: November 8, 2012

Instrument No. 2012-005174, records of Cassia County, Idaho.

Easement Agreement by and between Brent A. Funk and Chalet Funk, husband and wife, grantors and Danford L. Crane II and Shaunna Crane, husband and wife, dated July 9, 2014

Recorded: July 18, 2014

Instrument No. 2014-002963, records of Cassia County, Idaho.

Easement Agreement between Double Eagle Properties, LLLP and Brent and Chalet Funk, husband and wife, dated July 11, 2016

Recorded July 15, 2016

Instrument No. 2016-002914, records of Cassia County, Idaho

Reservations as contained in State of Idaho Deed.

Recorded: July 1, 1950

Instrument No.: 401067, records of Twin Falls County, Idaho

(Covers the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31 and the NW $\frac{1}{4}$ of Section 32, Township 11 South, Range 20 East of the Boise Meridian)

Reservations as contained in State of Idaho Deed.

Recorded: January 3, 1956

Instrument No.: 451267, records of Twin Falls County, Idaho

(Covers S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 32, Township 11 South, Range 20 East of the Boise Meridian)

Terms and Conditions contained in Grant of Easement and Joint Use Agreement between Danford L. Crane II and Shaunna Crane, grantors and Brent A. and Chalet Funk, grantees, dated August 5, 2005

Recorded: August 9, 2005

Instrument No. 2005-017447, records of Twin Falls County, Idaho.

Insurance to any movable and/or non-fixed mobile homes or manufactured housing units located on the land described herein, which do not constitute permanent improvements to the real property, is hereby excepted

When Recorded, Please Return To:

ELECTRONICALLY RECORDED
STAMPED FIRST PAGE NOW
INCORPORATED AS PART OF
THE ORIGINAL DOCUMENT.

TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - BURLEY
03:12:40 PM 08-17-2016
2016014371
NO. PAGES 3 FEE: \$16.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: SM
Electronically Recorded by Simplifile

11276331

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged BRENT FUNK and CHALET FUNK, husband and wife ("Grantor") do hereby grant, bargain, sell, and convey unto Idaho Agri Investments, LLC, an Idaho limited liability company, P.O. Box 609, Turner, ME 04282 ("Grantee"), the following described premises located in Twin Falls County, Idaho, to wit:

See EXHIBIT A

Together with all water rights and other appurtenances thereto.

TO HAVE AND TO HOLD, unto Grantee, its successors and assigns forever.

SUBJECT TO the exceptions, encumbrances, easements, restrictions and matters set forth on EXHIBIT A attached hereto and incorporated herein (collectively the "Permitted Exceptions").

Grantor warrants that it is the owner in fee simple of the Property, that the Grantor has not conveyed any interest in the Property to any person other than Grantee, and that the Property is free from all encumbrances created or suffered by Grantor, except the Permitted Exceptions, and that Grantor will warrant and defend the same against all lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the parties have executed the within instrument as of the 16 day of August, 2016.

"GRANTOR"

BRENT & CHALET FUNK, husband and wife

By: Brent Funk
Brent Funk, also known as Brent A. Funk
By: Chalet Funk
Chalet Funk

*also known as Brent A. Funk

When Recorded, Please Return To:

11-27-33

SPECIAL WARRANTY DEED

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By: Brent Funk
Brent Funk also known as Brent A. Funk

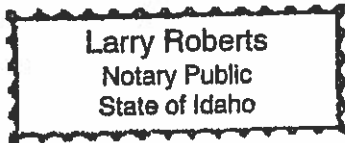
By: Chalet Funk
Chalet Funk

*also known as Brent A. Funk

STATE OF IDAHO)
)ss.
County of Cassia)

On this 16th day of August, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared BRENT and CHALET FUNK, known to me to be the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same.

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





NOTARY PUBLIC for Idaho
Residing at Lux Falls ID
Commission Expires 6-30-21

TOWNSHIP 11 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 32: W½

AND those portions of the following water rights appurtenant to the above described property:

- 45-510
- 45-2174A
- 45-2313
- 45-2633
- 45-12432
- 45-14324
- 45-14326
- Southwest Irrigation District

SUBJECT TO:

Taxes for the year 2017 and subsequent years.

Liens, levies and assessment of any and all irrigation districts, including but not limited to the Southwest Irrigation District and the rights, powers, and easements of said district as provided by law.

Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.

Reservations as contained in State of Idaho Deed.

Recorded: February 9, 1940

Instrument No.: 306531

(Covers N½SW¼ of Section 32, Township 11 South, Range 20 East of the Boise Meridian)

An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted to: Idaho Power Company

Recorded: April 14, 1948

Instrument No.: 380617

(Covers NE¼NW¼ of Section 32, Township 11 South, Range 20 East of the Boise Meridian)

An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted to: Idaho Power Company

Recorded: June 1, 1950

Instrument No.: 399961

(Covers NE¼SW¼ and the SE¼SW¼ of Section 32, Township 11 South, Range 20 East of the Boise Meridian)

Reservations as contained in State of Idaho Deed.

Recorded: July 1, 1950

Instrument No.: 401067

(Covers NE¼SE¼ of Section 31 and the NW¼ of Section 32, Township 11 South, Range 20 East of the Boise Meridian)

An easement for the purpose shown below and rights incidental thereto as set forth in a document.

Granted to: Idaho Power Company

Recorded: April 27, 1954

Instrument No.: 435424

(Covers SW¼NW¼ of Section 32, Township 11 South, Range 20 East of the Boise Meridian)

EXHIBIT A

CASSIA COUNTY
RECORDED FOR:
TITLEONE - BURLEY
02:45:54 PM 08-17-2016
2016-003429
NO. PAGES: 4 FEE: \$19.00
JOSEPH W. LARSEN
COUNTY CLERK
DEPUTY: CVELASQUEZ
Electronically Recorded by Simplifile

When Recorded, Please Return To:

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STAMPED FIRST PAGE NOW
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16276369

**SPECIAL WARRANTY DEED
(EXCHANGE AGREEMENT - FUNK TO IAI)**

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"GRANTOR"
BRENT & CHALET FUNK, husband and wife

By: Brent Funk
Brent Funk also known as Brent A. Funk

By: Chalet Funk
Chalet Funk

*also known as Brent A. Funk

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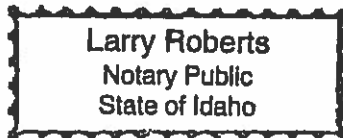
By: Chalet Funk
Chalet Funk

*also known as Brent A. Funk

STATE OF IDAHO)
)ss.
County of Cassia)

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




NOTARY PUBLIC for Idaho
Residing at Wendell Falls, ID
Commission Expires 6-30-21

EXHIBIT A

PARCEL NO. 1:
TOWNSHIP 12 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 5:

NENE NWNE
Lots 1 and 2

PARCEL NO. 2:
TOWNSHIP 12 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN,
CASSIA COUNTY, IDAHO

Section 5: S½NE¼

AND those portions of the following water rights appurtenant to the above described real property:

- 45-510
- 45-2174A
- 45-2313
- 45-2633
- 45-12432
- 45-14324
- 45-14326
- Southwest Irrigation District

SUBJECT TO:

Taxes for the year 2017 and subsequent years.

Liens, levies and assessment of any and all irrigation districts, including but not limited to the Southwest Irrigation District and the rights, powers, and easements of said district as provided by law.

Liens, levies and assessment of any and all irrigation districts, including but not limited to the Milner Low Lift Irrigation District and the rights, powers, and easements of said district as provided by law.

Powerline Easement from Glen F. Blaser and Ruth C. Blaser, husband and wife, and Dwaine S. Perkins and Anna C. Perkins, husband and wife, to Idaho Power Company, dated March 13, 1963 and recorded June 11, 1963 as Instrument No. 13377 on Film No. 21 in the office of the County Recorder of the County of Cassia, State of Idaho, over and across the N½NE¼ of Section 5 and N½NW¼ of Section 4, Township 12 South, Range 20 East of the Boise Meridian.

Powerline Easement from Neal H. Perkins and LaVina R. Perkins, husband and wife, to Idaho Power Company, dated March 10, 1963 and recorded June 11, 1963 as Instrument No. 13381 on Film No. 21 in the office of the County Recorder of the County of Cassia, State of Idaho, over and across the N½NE¼ of Section 5 and the N½NW¼ of Section 4, Township 12 South, Range 20 East of the Boise Meridian.

Powerline Easement from Robert J. Allred and Miriam R. Allred, his wife, to Idaho Power Company, a corporation, its licensees, successors and assigns, dated May 17, 1966 and recorded November 1, 1966 as Instrument No. 32169 on Film No. 44, records of Cassia County, Idaho, over and across Lot 4 and the SW¼NW¼ of Section 4 and the S½NE¼ of Section 5, all in Township 12 South, Range 20 East of the Boise Meridian.

Agreement between Theodore Sturgill and Joe Savage, dated March 24, 1972 and recorded February 1, 1974 as Instrument No. 74673 on Film No. 86, records of Cassia County, Idaho. (Covers NW¼NE¼ of Section 5, Township 12 South, Range 20 East of the Boise Meridian and additional property not included herein)

Statement of Claim and Notice of Intent to Preserve executed by Ladd Petroleum Corporation, dated September 17, 1984 and recorded September 24, 1984 as Instrument No. 163826 on Film No. 167, records of Cassia County, Idaho, for the purpose of providing public notice of the mineral interest claimed and preserved by Ladd Petroleum Corporation in and to the oil, gas, coal, clay, gravel, uranium and all other minerals of every kind and nature. (Covers additional property not included herein)

Terms and Conditions contained in Resolution of Cassia County Planning And Zoning Commission #2002-08-02 granting a Conditional Use Permit to Brent Funk, dated August 1, 2002 and recorded August 5, 2002 as Instrument No. 282976, records of Cassia County, Idaho.

Reservation contained in Warranty Deed from C. Gordon Luke and Eola D. Luke, husband and wife, to Brent A. Funk and Chalet Funk, husband and wife, dated November 7, 2002 and recorded November 8, 2002 as Instrument No. 284782, records of Cassia County, Idaho. (Covers S½NE¼ of Section 5, Township 12 South, Range 20 East of the Boise Meridian)

Easement contained in Warranty Deed executed by Brent A. Funk and Chalet Funk, husband and wife, to C. Gordon Luke and Eola D. Luke, husband and wife, dated November 7, 2002 as Instrument No. 284783, records of Cassia County, Idaho. (Covers the N½NE¼ of Section 5, Township 12 South, Range 20 East of the Boise Meridian)

Terms and Conditions contained in Grant of Easement and Joint Use Agreement between Danford L. Crane II and Shaunna Crane, grantors and Brent A. and Chalet Funk, grantees, dated August 5, 2005 and recorded August 10, 2005 as Instrument No. 303500, records of Cassia County, Idaho.

Effects of Resolution 2009-10 of the Cassia County Planning and Zoning Commission dated June 18, 2009 and recorded June 19, 2009 as Instrument No. 2009-003105, records of Cassia County, Idaho.

Effect of Resolution of Cassia County Planning and Zoning Commission Granting a Confined Animal Feeding Operation Permit Resolution No. 2010-15, dated October 21, 2010 and recorded October 21, 2010 as Instrument No. 2010-005015, records of Cassia County, Idaho.

Resolution No. 2011-03, Amending Resolution No. 2010-15, dated April 21, 2011 and recorded April 21, 2011 as Instrument No. 2011-001639, records of Cassia County, Idaho.

Easement Agreement by and between Brent A. Funk and Chalet Funk, husband and wife, grantors and Danford L. Crane II and Shaunna Crane, husband and wife, dated July 9, 2014 and recorded July 18, 2014 as Instrument No. 2014-002963, records of Cassia County, Idaho.

RECEIVED

OCT 07 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION

October 3, 2016

SENT VIA EMAIL (trish.fawcett@idwr.idaho.gov)

Trish Fawcett
Idaho Department of Water Resources
650 Addison Ave. West, Suite 500
Twin Falls, ID 83301

RE: *Ownership Change for Water Rights*
(45-510, 45-2174A, 45-2633, 45-14324, 45-12432 and 45-14326)
(Idaho Agri Investments, LLC and Idaho Dairy Holdings, LLC)

Dear Trish:

Larry Roberts of TitleOne forwarded me an email from you regarding a request to change the ownership of the above water rights. Although the request seeks to change the ownership of the water rights to Idaho Agri Investments, LLC, a portion of land identified as the place of use was actually conveyed to Idaho Dairy Holdings, LLC.

I am the Manager of both Idaho Agri Investments and Idaho Dairy Holdings. Through this letter, I give the Idaho Department of Water Resources authority to place the above water rights in the name of Idaho Agri Investments, LLC – including the portion of water identified for use on the Idaho Dairy Holdings, LLC land. The acres identified are irrigated agriculture and will be managed by Idaho Agri Investments.

Should you have any further questions, please don't hesitate to give our attorney, Paul Arrington, a call (208-733-0700).

Sincerely,



Wayne E. Cummings

Manager for Idaho Dairy Holdings, LLC and Idaho Agri
Investments, LLC

cc: Larry Roberts (via email)