

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.

SUPPORT DATA

IN FILE # 45-510

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 _____

CASSIA COUNTY
RECORDED FOR:
TITLEONE - BURLEY
02:32:34 PM 08-17-2016
2016-003426
NO. PAGES: 5 FEE: \$22.00
JOSEPH W. LARSEN
COUNTY CLERK
DEPUTY: CVELASQUEZ
Electronically Recorded by Simplifile

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.

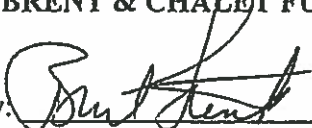
SUBJECT TO the exceptions, encumbrances, easements, restrictions and matters set forth on EXHIBIT A attached hereto and incorporated herein (collectively the "Permitted Exceptions").

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 also known as Brent A. Funk

By: 

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

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:

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.

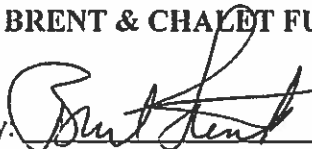
SUBJECT TO the exceptions, encumbrances, easements, restrictions and matters set forth on EXHIBIT A attached hereto and incorporated herein (collectively the "Permitted Exceptions").

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 also known as Brent A. Funk

By: 

Chalet Funk

*also known as Brent A. Funk

STATE OF IDAHO)

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.

Larry Roberts
Notary Public
State of Idaho

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:

11-27-331

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

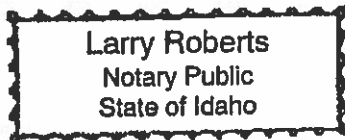
By: Chalet Funk
Chalet Funk

*also known as Brent A. Funk

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:

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

16276369

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

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 Cassia 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:

16276369

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

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 Cassia 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

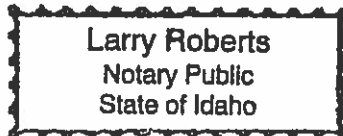
By: Chalet Funk
Chalet Funk

*also known as Brent A. Funk

STATE OF IDAHO)
)ss.
County of Cassia)

On this 11th 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 Went 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:

NE NE NW NE
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)



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, Idaho 83301-5858

Phone: (208) 736-3033 • Fax: (208) 736-3037 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

October 12, 2016

IDAHO AGRI INVESTMENTS LLC
PO BOX 609
TURNER ME 04282

RE: Change of Ownership for Water Right Nos. 45-510, 45-2174A, 45-2313, 45-2633,
45-10119, 45-12432, 45-14324 and 45-14326

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right(s). The department has modified its records to reflect the change in ownership and has enclosed computer-generated reports 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 Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Trish Fawcett
Technical Records Specialist

Enclosure(s)

Cc: TitleOne (16273337)
Paul Arrington, Barker Rosholt & Simpson LLP



October 3, 2016

Via Email

Mr. Paul Arrington
Barker, Rosholt & Simpson, LLP
pla@idahowaters.com

RE: TitleOne File No. 16276369
Idaho Ag Investments Ownership Change of Water Rights

Dear Paul:

Enclosed is a copy of a letter that Nancy Garrett, my assistant, received from Trish Fawcett concerning the Notice of Name Change on the Water Rights from Brent A. Funk and Chalet Funk, husband and wife, to Idaho Ag Investments.

Prior to closing, you and I had a discussion concerning splitting the water rights because of the 7.1 acres contained in the six (6) water rights that was located in the NW1/4SW1/4 of Section 5, Township 12 South, Range 20 E., B.M.

In order for the Idaho Department of Water Resources to process the name change, the water rights as explained in Trish Fawcett's letter either need to be split or Idaho Dairy Holdings could quitclaim its interest in the six (6) water rights to Idaho Ag Investments.

After you have reviewed this letter and Trish Fawcett's letter, would you either email me at lroberts@titleonecorp.com or call me at 208-878-3524 to discuss this situation. Thank you for your assistance.

Very truly yours,
TITLEONE

Larry Roberts
Senior Vice President

LR/nrg
Enc.
Cc: Trish Fawcett via email

Fawcett, Trish

From: Fawcett, Trish
Sent: Wednesday, September 28, 2016 8:49 AM
To: 'Nancy Garrett'
Subject: Idaho Agri Investments LLC owner change
Attachments: DOC016.pdf

Good morning Nancy,

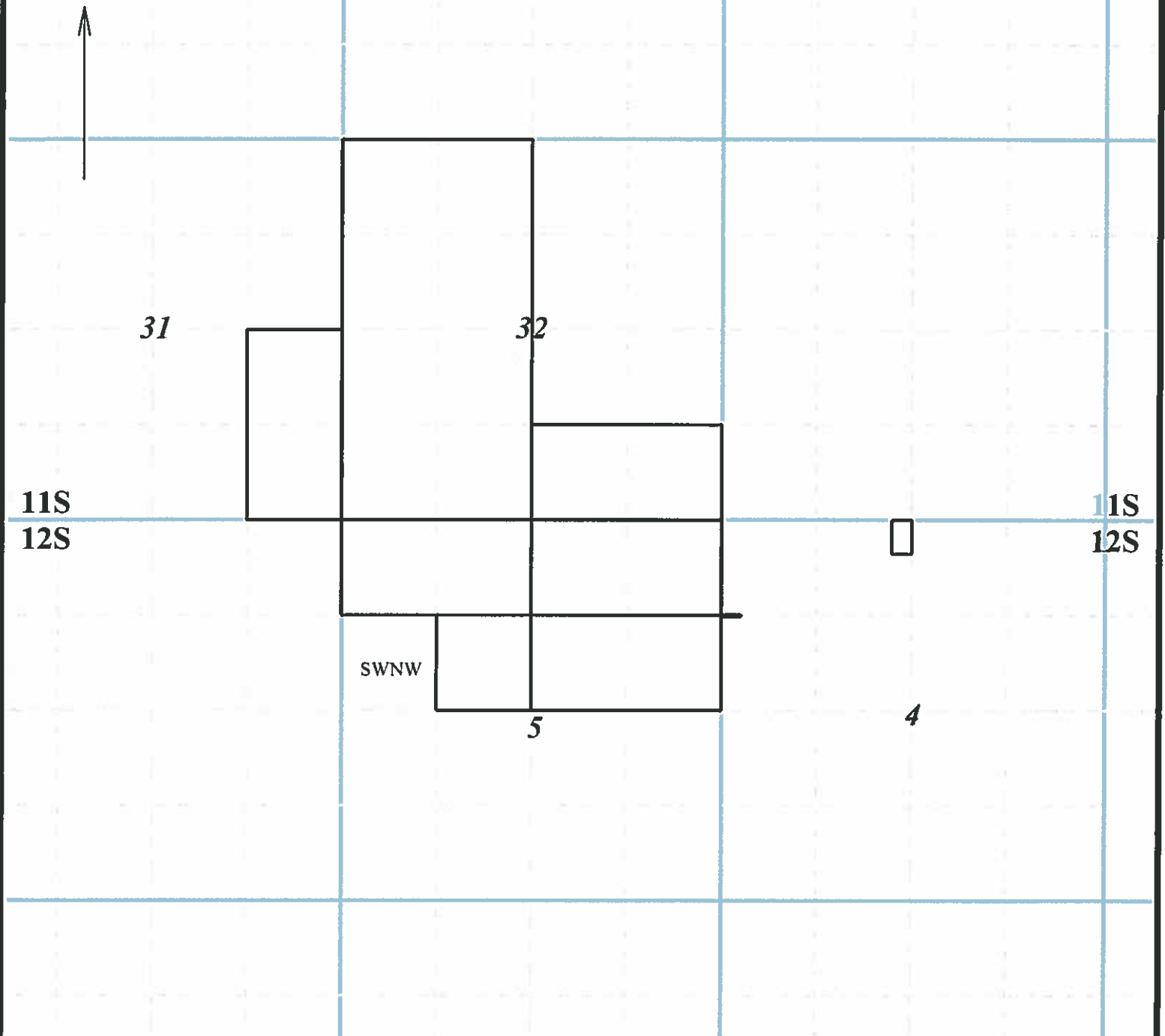
Hope your fall is going well. It's going way too fast to suit me. Was processing the Idaho Agri Investments LLC owner change and see an issue that needs to be resolved before I can finish processing. There are six water rights (45-510, 45-2174A, 45-2633, 45-12432, 45-14324 and 45-14326) that contain 7.1 acres of irrigation on ground in the SWNW of section 5, T12S, R20E, that was conveyed to Idaho Dairy Holdings. I have attached a water right report and a map for 45-510 for your reference. The other five water rights all have the same place of use and, therefore, the same problem. The attachment also contains a map with the legal description from Idaho Agri Investments warranty deed plotted out as well as a copy of your letter so you will have your file number handy.

The deed lists the water rights, but says only those that are appurtenant to the ground are conveyed, so I need to know how to proceed with that 7.1 acres of irrigation on ground that was not conveyed. Do I need to split? Or is there a possibility that Idaho Dairy Holdings could quitclaim any interest in those six water rights to Idaho Agri Investments.

Thank you for your help! Enjoy the weather – looks like it's about to change again.

Trish Fawcett
Technical Records Specialist
IDWR Southern Region
650 Addison Ave W Ste 500
Twin Falls ID 83301
P 208.736.3033
F 208.736.3037
trish.fawcett@idwr.idaho.gov

Idaho Agri Investments LLC



9/8/2016

Scale: 1 inch= 2000 feet | File:

Tract 1: 2.9133 Acres (126901 Sq. Feet), Closure: n00.0815e 0.01 ft. (1/147986), Perimeter=1480 ft.
Tract 2: 0.1433 Acres (6244 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=595 ft.
Tract 3: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 4: 40.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=5280 ft.
Tract 5: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 6: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 7: 320.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=15840 ft.
Tract 8: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.
Tract 9: 80.0000 Acres, Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=7920 ft.

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

9/8/2016

Water Right 45-510

Owner Type **Name and Address**
Current Owner BRENT A FUNK
845 S 1800 W
MURTAUGH, ID 83344
(208)432-5502

Current Owner CHALET FUNK
845 S 1800 W
MURTAUGH, ID 83344
(208)432-5502

Priority Date: 4/2/1916

Basis: Decreed

Status: Active

Source
DRY CREEK

Tributary
SNAKE RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	0.800 CFS	
	<u>Total Diversion</u>		0.800 CFS	

Source and Point(s) of Diversion

DRY CREEK NENENW Sec. 13, Twp 12S, Rge 19E, CASSIA County

Place Of Use

IRRIGATION within TWIN FALLS, CASSIA Counties

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
11S	20E	31													40.0			38.0	78.0
11S	20E	32					40.0	39.0	35.0	40.0	40.0	40.0	32.0	39.0					305.0
12S	20E	5	30.5	39.0	30.0	31.5	39.0	39.0	7.1	31.0									247.1
			L1	L2			L3	L4											

Right Acre Limit: 109.0

POU Total Acres: 630.1

Conditions of Approval:

1. X35 Rights 45-510, 45-2174A, 45-2633, 45-12432, 45-14324, and 45-14326 when combined shall not exceed a total diversion rate of 10.31 cfs, a total annual maximum diversion volume of 2080 af at the field headgate, and the irrigation of 630.1 acres.
2. E56 Use of the rights listed below is limited to the irrigation of a combined total of 368 acres in a single irrigation season. Combined right nos.: 45-510, 45-2174A, 45-2633, 45-12432.
3. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the lands above.

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

9/8/2016

4. After specific notification by the Department, the right holder shall install suitable measuring devices or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
5. E61 Use of the rights listed below is limited to a total combined diversion rate of 7.36 cfs and to a total combined annual diversion volume of 1472 af. Combined right nos.: 45-510, 45-2174A, 45-2633, 45-12432.
6. K06 This right is limited to the irrigation of 109 acres within the place of use described above in a single irrigation season.
7. The right holder shall accomplish the change authorized by transfer 70288 within one (1) year of 01-02-2004, the date of the approval.
8. Failure of the right holder to comply with the conditions of transfer 70288 is cause for the Director to rescind approval of the transfer.
9. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Combined Use Limits

<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
10.310	2,080.0	630.1
45-14324 ,45-14326 ,45-510 ,45-2174A ,45-2633 ,45-12432		
<u>Rate</u>	<u>Volume</u>	<u>Acres</u>
7.360	1,472.0	368.0
45-510 ,45-2174A ,45-2633 ,45-12432		

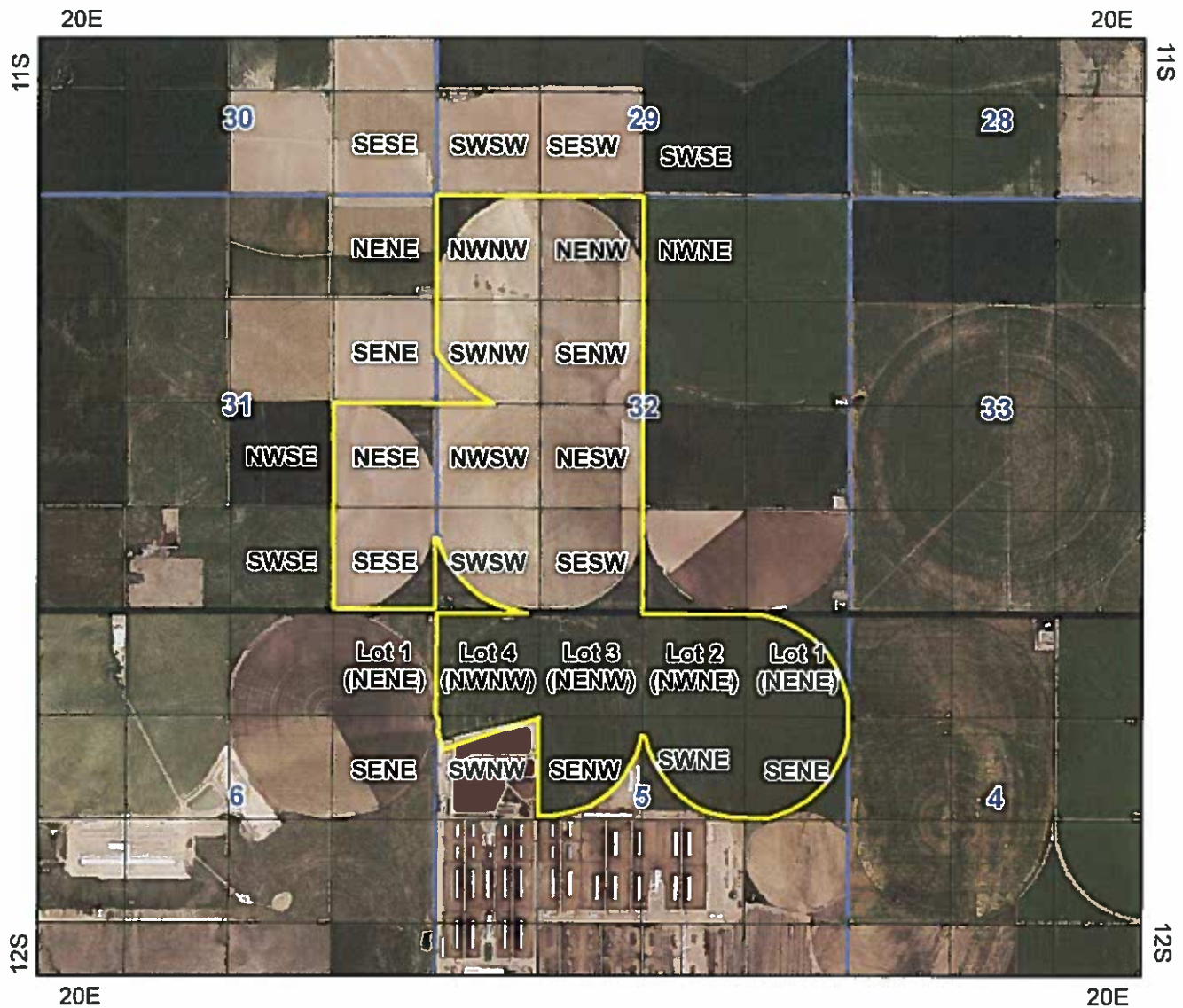
SubCase:

N/A

Water Supply Bank:

N/A

State of Idaho
Department of Water Resources
Water Right License
45-510



0 0.275 0.55 1.1 Miles

- Place Of Use Boundary
- Townships
- PLS Sections





RECEIVED

SEP 02 2016

DEPT OF WATER RESOURCES
SOUTHERN REGION

September 1, 2016

Trish Fawcett
ID Dept. of Water Resources
650 Addison Avenue West, Suite 500
Twin Falls, ID 83301

RE: TitleOne File No. 16273337

Dear Trish:

Enclosed with this letter please find the following:

1. The original executed Notice of Change in Water Right Ownership from Brent and Chalet Funk to Idaho Dairy Holdings, LLC.
2. The original executed Notice of Change in Water Right Ownership from Brent and Chalet Funk to Idaho Agri Investments, LLC.
3. A copy of Special Warranty Deed recorded August 17, 2016 as Instrument No. 2016-003425, records of Cassia Co., ID.
4. A copy of Special Warranty Deed recorded August 17, 2016 as Instrument No. 2016-003426, records of Cassia Co., ID.
5. A copy of the Special Warranty Deed recorded August 17, 2016 as Instrument No. 2016014371, records of Twin Falls Co., ID.
6. A copy of Special Warranty Deed (Exchange Agreement) recorded August 17, 2016 as Instrument No. 2016-003429, records of Cassia Co., ID.
7. Land Title and Escrow, Inc. dba TitleOne's check no. 7112 payable to Idaho Department of Water Resources in the amount of \$400.00 for the water transfer fee.

Please make the necessary changes to indicate the new owners. Please send a receipted copy to this office.

Should you have any questions, please do not hesitate to contact this office.

Very truly yours,
TITLEONE



Nancy Garrett
Administrative Assistant

AR/nrg
Enc.
FedEx