

RECEIVED

MAY 12 2015

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER RESOURCES
WESTERN 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?
65-3089D	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Jerry L. Marx
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Clifford Michael Funston Revocable Trust
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 5393 Misty Ridge Way Boise ID 83713
Mailing address City State ZIP
- 208-340-4705 mikeandhelen5393@gmail.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: July 10, 2013

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: Clifford Michael Funston Trustee 5/12/2015
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 [Signature] Date 5/12/15 Receipt No. W043089 Receipt Amt. \$25⁰⁰

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 X Approved by [Signature] Processed by [Signature] Date 6/26/15



Pioneer Title Co.

NOTARY PUBLIC

1500 S. Washington Ave., Ste. B
Emmett, ID 83617

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 532887

READ AND APPROVED:

BY: Clifford Michael Funston, Trustee

BY: _____

DATE: July 9, 2013

WARRANTY DEED

For Value Received

Richard K. Markuson and Ruth C. Markuson, husband and wife
hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

The Clifford Michael Funston Revocable Trust, under Trust Agreement dated December 3, 2004
hereinafter referred to as Grantee, whose current address is: _____

The following described premises, to-wit:

Lot 24, Block 2, Nesbitt's Emerald Glen Subdivision, according to the Official Plat thereof, filed in
Book 2 of Plats at Page 23, records of the County Clerk and Recorder, Gem County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and
Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the
said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are
free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those
made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions,
dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies,
and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable,
and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: July 9, 2013

Richard K. Markuson

Ruth C. Markuson

State of Idaho, County of _____

On this _____ day of July in the year of 2013, before me, the undersigned, a Notary Public in and for
said State, personally appeared Richard K. Markuson and Ruth C. Markuson known or identified to me
to be the person/persons whose name(s) is/are subscribed to the within instrument, and acknowledged to
me that he/she/they executed the same.

Residing at: _____
Commission Expires: _____



1500 S. Washington Ave., Ste. B
Emmett, ID 83617

September 12, 2013

The Clifford Michael Funston Revocable Trust, under Trust Agreement dated December 3, 2004
5393 Misty Ridge Way
Boise, ID 83713

File No. 532887

Property Address: 10825 Nesbitt Lane, Ola, ID 83657

The closing of the above-noted property has now been completed. Enclosed for your records is the original recorded deed together with your final title policy.

We appreciate having had the opportunity to be of service to you. If you have questions please contact the Title Officer listed below.

Sincerely,

Beverly Haney, Title Officer
Ph: (208) 365-5343
Email: bhaney@pioneertitleco.com

Enclosures



OWNER'S POLICY OF TITLE INSURANCE

Policy Number OX-8701429

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to-
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Issued By:

Pioneer Title Company of Gem County
1500 S. Washington Ave., Ste. B
Emmett, ID 83617

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(512) 371-1111

An authorized Agent of:
Old Republic National Title Insurance Company

Authorized Signatory

By

President

Attest

Secretary



Pioneer Title Co.

Owner's Policy

Policy Issuing Agent For:
Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, MN 55401

File No.: 532887

Policy No.: OX-8701429

Date of Policy: July 10, 2013 at 4:32PM

Address Reference: 10825 Nesbitt Lane, Ola, ID
83657

Amount of Insurance: \$180,100.00

Premium: \$848.00

Endorsement Premium: \$0.00

Schedule A

1. Name of Insured:

The Clifford Michael Funston Revocable Trust, under Trust Agreement dated December 3, 2004

2. The estate or interest in the Land that is insured by this policy is:

FEE SIMPLE

3. Title is vested in:

The Clifford Michael Funston Revocable Trust, under Trust Agreement dated December 3, 2004

4. The land referred to in the Policy is described as follows:

Lot 24, Block 2, Nesbitt's Emerald Glen Subdivision, according to the Official Plat thereof, filed in Book 2 of Plats at Page 23, records of the County Clerk and Recorder, Gem County, Idaho.

Schedule B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Rights or claims of parties on possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matter contradictory to any survey plat shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

Special Exceptions:

1. General taxes for the year 2013, which are liens and are not yet due and payable.
2. Reservations in United States Patent or State Deeds, recorded in Book A of Patents at Page 149.
3. Reservations in United States Patent or State Deeds, recorded in Book A of Patents at Page 282.
4. Reservations in United States Patent or State Deeds, recorded in Book B of Patents at Page 525.
5. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated herein
For: To construct, maintain and repair power lines over, through, under and across said lands, together with the right, at the sole expense of Grantee, to excavate and refill ditches and trenches for the location of said power lines, and the further right to remove trees, bushes, sod, flowers and shrubbery and other obstructions and improvements, interfering with the location, construction and maintenance of said power lines.
In Favor of: Idaho Power Company, an Idaho corporation
Recorded: September 19, 1951
Instrument No.: Book 34 at Page 487

6. An easement for road from County of Gem State of Idaho to the United States of America as set forth in Easement Deed recorded as Instrument No. 120405.
7. Covenants, conditions, restrictions and easements as set forth on the face of the plat.
Name of Plat: Nesbitt's Emerald Glen Subdivisiioin
Book/Page: Book 2 of Plats at Page 23
8. Covenants, Conditions, Restrictions and Easements
Recorded: April 14, 1977
Instrument No.: 119708
Deleting or omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
9. A Permissive Encroachment/Easement recorded April 2, 2004 as Instrument No. 235638.

END OF EXCEPTIONS

INST. NO. 103101

173.47'

463.87'

Nesbitt

NESBITT

660.34'

503.43'

MARX JERRY L
10825 NESBITT LN
Ola ID 83657
RP00552400 - Acres: 4.8560

ARROWHEAD WAY (PRIVATE EASEMENT)

TAX 5

YELLOWPINE DRIVE

CREEK

This Map and data displayed is a graphic representation derived from the Ada County Geographic Information System (GIS) data. It was designed and intended for staff use only. It is not guaranteed survey accuracy. This map is based on information available and was compiled from numerous sources which may not be accurate. Users are to field verify this information. Ada County and Single Point Solutions, Inc. are not liable for errors or omissions resulting from the use of this product for any purpose.

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Pioneer Title Co.

COVERED RISKS Continued

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.-

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

CONDITIONS AND STIPULATIONS Continued

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

CONDITIONS AND STIPULATIONS Continued

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

CONDITIONS AND STIPULATIONS Continued

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.



Pioneer Title Co.

1500 S. Washington Ave., Ste. B
Emmett, ID 83617

ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT

File No. 532887

Instrument # 293005

EMMETT, GEM, IDAHO
2013-07-10 04:32:54 PM No. of Pages: 1
Recorded for: PIONEER TITLE COMPANY OF GEM C
SHELLY TILTON Fee: \$10.00
Ex-Officio Recorder Deputy SStewart
Index To: PERSONAL REPRESENTATIVE D
Electronically Recorded by Simplifile

PERSONAL REPRESENTATIVE'S DEED

This Personal Representative's Deed is made July 9, 2013 by Grantor, Richard K. Markuson, Personal Representative for the Estate of Jerry L. Marx, deceased, being the duly qualified personal representative of such Estate filed in Canyon County, State of Idaho Probate No. CV2013-6354, and does for valuable consideration, hereby sell and convey to The Clifford Michael Funston Revocable Trust, under Trust Agreement dated December 3, 2004, Grantee, whose address is: 10825 Nesbitt Lane, Olathe, MO 64667 the following described real property situated in Gem County, Idaho:

Lot 24, Block 2, Nesbitt's Emerald Glen Subdivision, according to the Official Plat thereof, filed in Book 2 of Plats at Page 23, records of the County Clerk and Recorder, Gem County, Idaho.

together with all appurtenances pertaining thereto.

The Estate of Jerry L. Marx, deceased, deceased

Richard K. Markuson

Richard K. Markuson, Personal Representative

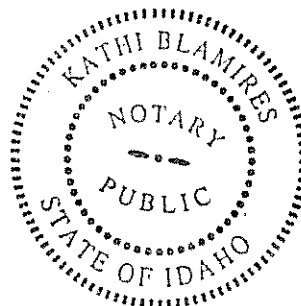
State of Idaho, County of Gem

On this 10th day of July in the year of 2013, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard K. Markuson, Personal Representative of the Estate of Jerry L. Marx, deceased, deceased, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same as such Personal Representative.

Kathi Blamires

Residing at:

Commission Expires: RESIDING AT EMMETT, ID
MY COMM. EXPIRES MAY 4, 2016

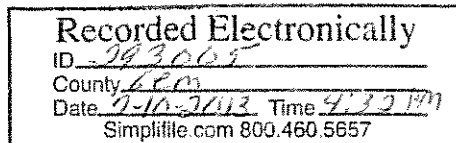




1500 S. Washington Ave., Ste. B
Emmett, ID 83617

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The Estate of Jerry L. Marx, deceased, deceased

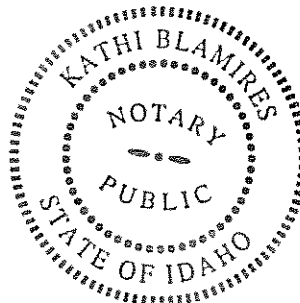
Richard K. Markuson, Personal Representative

State of Idaho, County of Gem

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Residing at:

Commission Expires: RESIDING AT EMMETT, ID
MY COMM. EXPIRES MAY 4, 2016



COPY

Instrument # 293004
EMMETT, GEM, IDAHO
2013-07-10 04:32:54 PM No. of Pages: 2
Recorded for: PIONEER TITLE COMPANY OF GEM C
SHELLY TILTON Fee: \$13.00
Ex-Officio Recorder Deputy SStewart
Index To: PROBATE RECORD
Electronically Recorded by Simplifile

H. RONALD BJORKMAN, ISB# 1765
JACOB A. SWEETEN, ISB# 7726
CAPITOL LAW GROUP, PLLC
109 North Hayes Avenue
Post Office Box 188
Emmett, Idaho 83617-0188
Telephone: (208) 365-4136
FAX: (208) 365-4196
Attorney for Applicant

CANYON COUNTY CLERK
K CANNON, DEPUTY

IN THE DISTRICT COURT OF THE THIRD JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF CANYON
MAGISTRATE DIVISION

In the Matter of the Estate of

JERRY L. MARX,

Deceased.

CASE NO. CV2013-10354

LETTERS TESTAMENTARY

1. RICHARD K. MARKUSON was duly appointed and qualified as general Personal Representative of the estate of the above-named decedent, on this day by the Court with all authority pertaining thereto.

2. Administration is unsupervised.

These letters are issued to evidence the appointment, qualification and authority of the said personal representative.

WITNESS my signature and the seal of this Court this 1st day of

July, 2013.

JAMES A. (J.R.) SCHILLER

MAGISTRATE

State of Idaho }
County of Canyon } ss.
I hereby certify that the foregoing instrument
is a true and correct copy of the original as
the same appears in this office.
DATED

Jul 02 2013
CHRIS YAMAMOTO, Clerk of the District Court
By K. Cannon
Deputy

COPY

FILED
A.M. 121 P.M.

JUL 02 2013

CANYON COUNTY CLERK
K CANNON, DEPUTY

H. RONALD BJORKMAN, ISB# 1765
JACOB A. SWEETEN, ISB# 7726
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County of Canyon } ss.
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DATED

JUL 02 2013

CHRIS YAMAMOTO, Clerk of the District Court

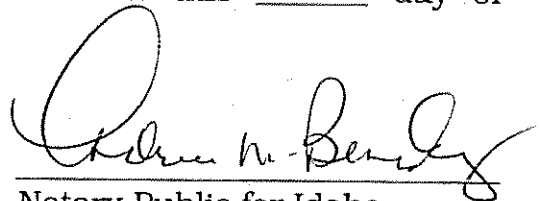
By K. Cannon
Deputy

STATE OF IDAHO)
)
County of GEM) ss.

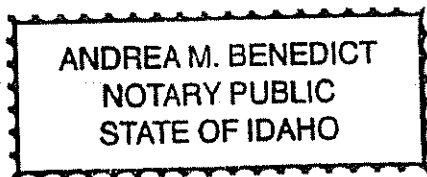
I, RICHARD K. MARKUSON, hereby accept the duties of personal representative of the estate of JERRY L. MARX, deceased, and do solemnly swear that I will perform, according to law, the duties of personal representative of the estate of JERRY L. MARX, deceased. I further submit personally to the jurisdiction of this Court in any proceeding relating to the estate that may be instituted by any interested person as defined by the Idaho Uniform Probate Code.


RICHARD K. MARKUSON

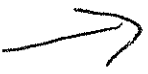
SUBSCRIBED AND SWORN to before me this 25th day of
JUNE, 2013.



Notary Public for Idaho
Residing at Emmett
My Commission Expires May 8, 2019



REVOCABLE TRUST AGREEMENT

 This Trust Agreement, made and entered into this 3rd day of December, 2004, by and between Clifford Michael Funston, of Manassas, Virginia ("Grantor"), and Clifford Michael Funston and Helen Myers Funston, both of Manassas, Virginia ("Trustees") provides in consideration of the mutual covenants and promises set forth herein, as follows:

Name of Trust

The name of the Trust is the Clifford Michael Funston Revocable Trust.

Transfer in Trust

The Grantor hereby assigns, transfers, and conveys to the Trustees the property described on Appendix A, attached hereto and made a part here. Such assets, and additions thereto, are herein referred to as the "Trust Estate," and shall be held by the Trustees in trust for the uses and purposes and on the terms and conditions set forth herein.

The Trustees hereby acknowledge receipt of the aforesaid assets and agree to be bound by this Trust and to hold those assets which the Grantor may hereafter transfer to the Trustees under this Agreement, or which they may hereafter acquire under this Agreement, in trust.

Disposition of Principal and Income

The Trustees shall hold, administer, invest, and manage the Trust Estate, collect the income therefrom and, after payment of all taxes and assessments thereon and all charges incident thereto, apply and dispose of the net income of the Trust Estate to or for the benefit of the Grantor. The Trustees shall pay over to the Grantor so much of the principal of the Trust Estate as he may from time to time direct. During any period when, in the opinion of one of the Trustees, the Grantor is mentally or physically incapable of receiving or caring for such funds, the other Trustee shall be authorized to expend or apply so much of the net income and the principal of the Trust Estate as the Trustee, in her sole discretion, deem necessary or advisable, and in such manner as she may deem suitable, for the support, maintenance, health, and welfare of Grantor, for the payment of insurance premiums on his life, or for any other purpose that the Trustee, in her sole discretion, deems to be in the best interests of the Grantor. The Trustee shall be fully protected in relying upon such evidence as she deems sufficient in

Prepared By:

LAWRENCE E. LINDEMAN, P.C.,
218 N. Lee Street, Suite 311, Alexandria, VA 22314-2631
Phone: 703.836.7561; Fax: 703.836.0116; Email: duke@hls.com



This map and data displayed is a graphic representation derived from the Ada County Geographic Information System (GIS) data. It was designed and intended for use only.

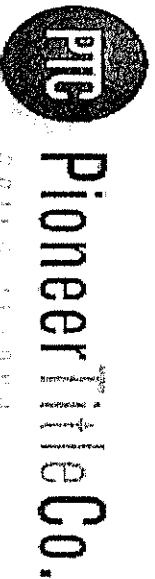
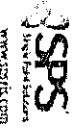
It is not guaranteed survey accuracy.

This map is based on information available and was compiled from numerous sources which may not be accurate. Users

are to field verify this information. Ada County and

Single Point Solutions, Inc. are not liable for errors or omissions

resulting from the use of this product for any purpose.





State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region • 2735 Airport Way • Boise, Idaho 83705-5082

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

June 26, 2015

CLIFFORD MICHAEL FUNSTON REVOCABLE TRUST
5393 MISTY RIDGE WAY
BOISE ID 83713

RE: Notice of Ownership Change in Water Right No. 65-3089D

Dear Applicants,

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right to you. The Department has modified its records to reflect the 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 Sections 42-222 and 42-223, Idaho Code.

Please 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. Change reporting 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 this office at 208-334-2190.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chad Jones', with a long, sweeping horizontal line extending to the right.

Chad Jones
Office Specialist II
Western Regional Office

Enclosures