

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVE
JUL 01 2014
DEPT OF WATER RESOURCES
SOUTHERN REGION

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
	Yes ☐		Yes ☐		Yes ☐
36-17016	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: GARY L. FUNDERBURG

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): WILLIAM J. &/OR RENEE E. DEJONG

New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☒ and/or

P.O.BX 200 WENDELL ID 83355
Mailing address City State ZIP

Telephone _____ Email _____

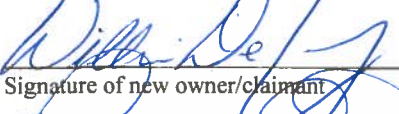
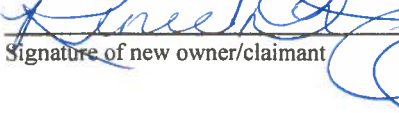
4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: 6/22/2014

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

7. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
 - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
 - Filing fee (see instructions for further explanation):
 - \$25 per *undivided* water right.
 - \$100 per *split* water right.
 - No fee is required for pending adjudication claims.

8. Signature:  Title, if applicable _____ Date 6-29-14
- Signature:  Title, if applicable _____ Date 6-29-14

For IDWR Office Use Only:

Received by DM Date 7-1-2014 Receipt No. S034118 Receipt Amt. \$25-

Approved by _____ Processed by _____ Date _____

SPECIAL WARRANTY DEED FOR WATER RIGHT

TSK ENTERPRISES LLC.C/O GARY FUNDERBURG whose address is 255 Blue Lakes Blvd Nth, PMB 617, Twin Falls, Idaho 83301(Grantor) does hereby grant, bargain, sell, assign, and convey unto **William J. & Renee E. DeJong of P.O. Bx 200, Wendell State of Idaho. (Grantee)** and to Grantees heirs and assigns forever, all of Grantor's right title and interest in the water rights or portions thereof described in Exhibits 1 and hereto (collectively the "Water Right")

Grantor retains no residual or reversionary interest in the Water Right listed in the exhibits of the contract between Buyer and Seller.

Grantor hereby covenants and warrants to Grantee as follows:

- (A) that Grantor is the owner or has the right to sell through an option contract with the original owner of the Water Rights;
- (B) that Grantor has not conveyed any of the Water Rights to anyone other than Grantee;
- (C) that each of the Water Rights is free from all liens, claims, or encumbrances at closing ;
- (D) that Grantor has the authority to convey the Water Rights to Grantee;
- (E) the Grantor has disclosed to Grantee in good faith all relevant information known to Grantor bearing on the validity and extent of the Water Rights.

Grantor makes no other covenants or warranties as to the Water Rights.

The Subject Water Rights are appurtenant to the real property described in Water Right Transfer for Water Right # 36-17016 and the legal description of the land the Water Rights are appurtenant to. **No Land is included in this deed.**

IN WITNESS WHEREOF, the undersigned authorized officers of Grantor, acting On behalf of Grantor, have caused their names to be hereunto subscribed on the date shown by each name.

Grantor *Gary Funderburg*
Date 6-25-14 By _____

Exhibit 1: Water Right Number 36-8478

Exhibit 2: Water Right Transfer attached

Exhibit 3: Legal of portions of Water Rights included in The Agreement for Purchase and Sale of Water Rights are Attached.

STATE OF IDAHO

)
) S.
County of JEROME)

On this 25 day of June 2014, before me the undersigned Notary Public in and for said state, personally appeared Gary L. Funderburg and known or identified to me to be the persons whose name is subscribed to the within and foregoing instrument, and acknowledged to me that executed the same.

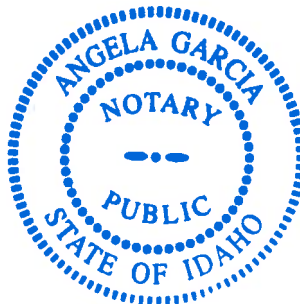
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Angela Garcia

Notary public for Idaho

Residing at Jerome

My commission expires June 2015



TSK ENTERPRISES LLC
255 BLUE LAKES BLVD NTH
PMB 617
TWINFALLS, IDAHO 83301
Cell 208 320-0897

RECEIVED
MAR 14 2014
DEPT. OF WATER RESOURCES
SOUTHERN REGION

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

This agreement is made and entered into this 3/12/14 2014 by and between Ted Baar of 350 S. 300 W., Jerome, Idaho (hereinafter "SELLER") and TSK ENTERPRISES LLC of 255 Blue Lakes Blvd Nth, PMB 617, Twin Falls, Idaho 83301, hereinafter ("BUYER"), The Seller Gary L. Funderburg a private consultant acting herein as principal for his own account.

TERMS AND CONDITIONS

1. The sellers, in consideration of the terms contained herein, do hereby Contract and agree to sell and convey to the Buyer does hereby agree to buy from seller the sellers Idaho Water Rights #36-8478 and appurtenant thereto, for 11/07/1989 0.06 cfs, 6.4 acre-ft (consumptive) = 6.4 acre-ft (headgate). Enough to water 2.0 Acres.

NO LAND IS INCLUDED IN THIS AGREEMENT.

2. The entire purchase price shall be paid on the closing dates described in paragraph (4) below.
3. This Agreement for Purchase and Sale of said license is contingent upon and subject to IDWR findings that the Water Right is valid and transferable, this Agreement shall become null and void. If the Water Right is invalid or non-transferable the down payment shall be refunded. Seller shall have a 30 day period to find another water right acceptable to buyer.

TRANSFER 79202

4. The Buyers shall be given possession and use of the portion of the water right and the water appurtenant thereto upon closing which means paid for. The remaining Water Rights shall remain the property of the Seller.

5. In the event of any suit or proceeding by either party against the other party, In any way arising out of this agreement the prevailing party shall be awarded their reasonable attorney fees and cost.

6. Seller understands Buyer is transferring the water to another property.

7. This agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, successors and assigns to the parties hereto.

8. By signing this contract ~~Seller~~ gives permission for a portion of Sellers water right to be transferred to Buyers point of diversion.

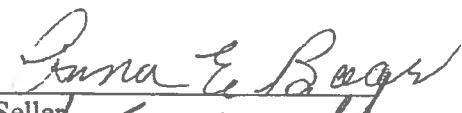
IN WITNESS WHEREOF have caused their names to be subscribed on the dates set forth above.



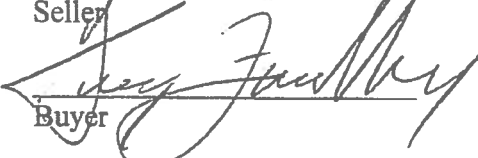
Seller



Seller



Seller



Buyer

TSK ENTERPRISES LLC
255 BLUE LAKES BLVD NTH
PMB 617
TWINFALLS, IDAHO 83301
Cell 208 320-0897

RECEIVED
MAR 14 2014
DEPT. OF WATER RESOURCES
SOUTHERN REGION

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT is made and entered into this 11 day of Feb 2014 by and between TSK ENTERPRISES LLC of 255 Blue Lakes Blvd Nth, PMB 617, Twin Falls, Idaho 83301 (hereinafter "Seller") and William J. & Renee E. DeJong of P.O. Bx 200, Wendell, Idaho 83355. ("hereinafter Buyer") The seller, TSK ENTERPRISES LLC discloses that he is acting as principal for his own account and not representing or acting as an agent for the buyer.

TERMS AND CONDITIONS

1. The sellers, in consideration of the terms contained herein, do here by contract and agree to sell and convey to the Buyers and the Buyer does hereby agree to buy from the Seller 11/07/1989 0.06 cfs, 6.4 acre-ft (consumptive) = 6.4 acre-ft (headgate) of Idaho Water Right # 36-8478. No land is included in this agreement.
2. The entire purchase price shall be paid on the closing dates described in paragraph (4) below.
3. This Agreement for Purchase and Sale of said Water Right in contingent upon and subject to approval of the application for transfer by the Department of Water Resources. Buyer will be responsible for Fee required for the cost of the preparation and filing of the Transfer if the application is approved or not.

4. The closing of this transaction and delivery of the executed Assignment to Buyer and the entire purchase price for the contract to Seller shall take place at agreed location suitable by both the Buyer and Seller with in thirty days of buyers receipt of approval from the Department of Water Res. of the application for transfer. The Buyer shall be given possession and use of the water right and the water appurtenant thereto, upon closing.

5. This transfer and Water Right will remain in the name of seller until the contract is closed and paid for by the buyer. The buyer's place of use and point of diversion will be used for the transfer.

6. In the event of any suit or proceeding by either party against the other party, In any way arising out of this agreement the prevailing party shall be awarded their reasonable attorney fees and cost.

7. This agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, successors and assigns to the parties hereto.

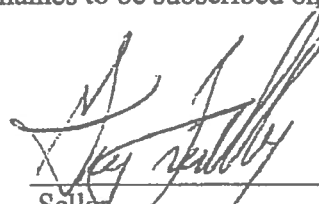
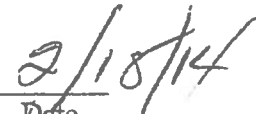
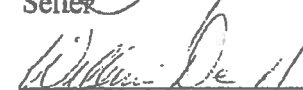
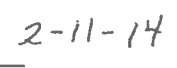
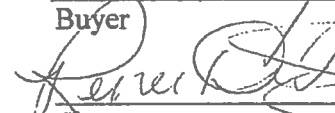
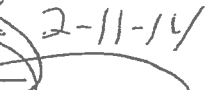
8. Buyer understands consultant fees for preparation of transfer, calculation of mitigation, and attorney fees in the case of protests and hearings on their water transfer are to be paid by the Buyer.

9. Gary L. Funderburg has my permission to make needed changes to the Water transfer application that is the result of this contract to facilitate the process of transferring the water. The changes made will not materially change the amount of money buyer has to pay, or the amount of water buyer receives.

10. Gary L. Funderburg (TSK ENTERPRISES LLC) has no control over the amount of mitigation or writedown IDWR will require of Buyers particular transfer therefore the amount Buyer pays is based on the amount of water transferred out of the original Water Right. Buyer understands that all mitigation rights provided by TSK ENTERPRISES LLC and all Reach credits accrued by this transfer shall remain the property of TSK ENTERPRISES LLC.

11. By signing this contract Buyer gives permission for a portion of Sellers water right to be transferred to Buyers point of diversion.

IN WITNESS WHEREOF have caused their names to be subscribed on the dates set forth above.

	
Seller	Date
	
Buyer	Date
	
Buyer	Date