

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
35-7838	Yes ☒		Yes ☐		Yes ☐
Split into	Yes ☐	(35-14235 +	Yes ☐	35-14236)	Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: G & M Farms

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Monty Funk

Name of each new owner as listed on the conveyance document

Carolene Funk

New owner continued

Name connector

☒ and

☐ or

☐ and/or

2254 County Line Road

Mailing address

American Falls

ID

83211

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. 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.

7. Signature: [Signature]

Signature of new owner/claimant

Title, if applicable

Date

Signature: [Signature]

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

Date

Receipt No.

Receipt Amt.

Approved by

Processed by

Date

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
2240 East Center
Pocatello, ID 83201

Instrument # 192009

POWER COUNTY, IDAHO

2007-06-29

11:52:31 No. of Pages: 5

Recorded for: FIRST AMERICAN TITLE

CHRISTINE STEINLICH

Ex-Officio Recorder Deputy

Fee: 15.00

Marie Schelster

5.1

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 207481-P (jb)

Date: June 21, 2007

For Value Received, The Great Rift Partnership, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Monty Funk and Carolene Funk, husband and wife**, hereinafter called the Grantee, ⁸³⁻¹¹ whose current address is PO Box 360 American Falls ID, American Falls, ID 83211, the following described premises, situated in Power County, Idaho, to-wit:

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

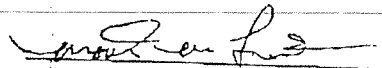
Parcels 1-2, 4-11 Less NWSE in Parcel 2

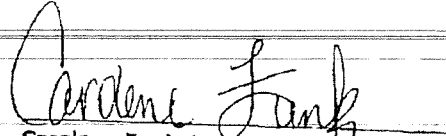
5-2

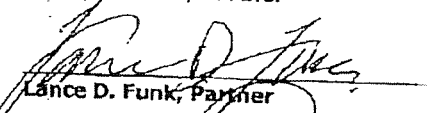
Date: 06/21/2007

Warranty Deed
- continued

File No.: 207481-P (jb)

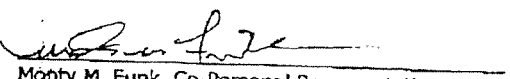

Monty M. Funk, Partner

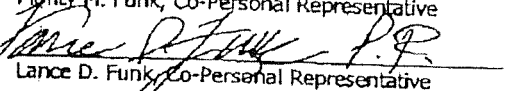

Carolene Funk, Partner


Lance D. Funk, Partner


Lisa I. Funk, Partner

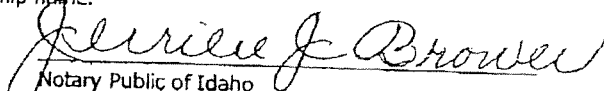
Estate of Diane A. Funk, Partner

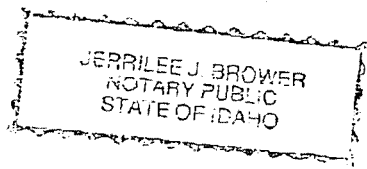

Monty M. Funk, Co-Personal Representative


Lance D. Funk, Co-Personal Representative

STATE OF Idaho)
COUNTY OF Bannock) ss. *JB*

On this **Twenty-first day of June, 2007**, before me, a Notary Public in and for said State, personally appeared **Monty D. Funk, Carolene Funk, Lance D. Funk, and Lisa I. Funk**, known or identified to me to be one of the partners in the partnership of **The Great Rift Partnership**, and the partner or one of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.


Notary Public of Idaho
Residing at: Inkom, Idaho
Commission Expires: 2-27-10



5-3

Date: 06/21/2007

Warranty Deed
- continued

File No.: 207481-P (jb)

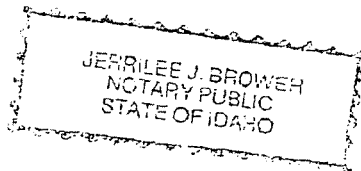
STATE OF Idaho)
COUNTY OF Bannock)

On this Twenty-first day of June, 2007, before me, a Notary Public in and for said State, personally appeared **Monty M. Funk and Lance D. Funk**, known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument as Personal Representative of the Estate of **Diane A. Funk**, and acknowledged to me that they executed the same as such Personal Representative.

Jerrilee J. Brower
Notary Public of Idaho

Residing at: Inkom, Idaho

Commission Expires: 2-27-10



54

Date: 06/21/2007

Warranty Deed
- continued

File No.: 207481-P (jb)

EXHIBIT A

PARCEL 1:

LOTS 1, 2 AND 3 AND S1/2N1/2 OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 2:

LOT 3 AND S1/2NW1/4 OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 4:

LOTS 1, 2, 3 AND 4, S1/2N1/2, SW1/4 AND SE1/4SE1/4 OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 5:

N1/2 OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 6:

SW1/4 AND NE1/4NE1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 7:

SE1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 8:

SW1/4 AND S1/2NW1/4 OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 9:

NE1/4 OF SECTION 26, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

PARCEL 10:

S1/2SE1/4 OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.

5-5

Date: 06/21/2007

Warranty Deed
- continued

File No.: 207481-P (jb)

PARCEL 11:

**NW1/4 AND SW1/4 EXCEPT THE SE1/4SE1/4SW1/4 OF SECTION 36, TOWNSHIP 6
SOUTH, RANGE 29 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO.**

WARRANTY DEED

For Value Received **JEANETTE FUNK**, a married woman dealing with her sole and separate property

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

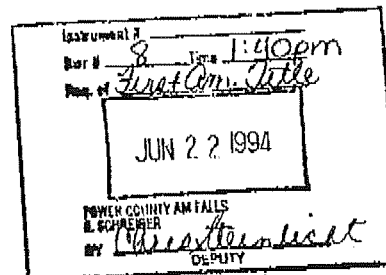
LANCE FUNK, An Unmarried Person

whose address is: 2246 County Line Rd. American Falls, Idaho 83211

Hereinafter called the Grantee, the following described premises situated in POWER County, Idaho, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$) of Section 24, Township 6 South, Range 29 East, Boise Meridian, Power County, Idaho.

161752



#300 pd.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: JUNE 16, 1994

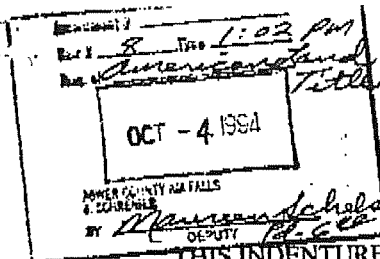
Jeanette Funk
JEANETTE FUNK

STATE OF IDAHO)
COUNTY OF BANNOCK)

On This 16TH day of JUNE, in the year 1994, before me, a Notary Public in and for said State, personally appeared JEANETTE FUNK, known or identified to me to be the person(s) whose name(s) is subscribed to the within Instrument, and acknowledged to me that SHE executed the same.



Teri J. Small Notary Public of Idaho
Residing in POCA TELLO, IDAHO
Commission Expires: 4/28/99



162325

WARRANTY DEED

THIS INDENTURE is made this 3 day of September, 1994, by LANCE D. FUNK, a single man, hereinafter referred to as the "Grantor", and THE GREAT RIFT PARTNERSHIP, a general partnership composed of Bradley R. Funk, Monty M. Funk, and Lance D. Funk, whose mailing address is 2248 County Line Road, American Falls, Idaho, 83211, hereinafter referred to as the "Grantee".

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, and to the Grantee's heirs and assigns forever, all of the following described property in the County of Power, State of Idaho, to-wit:

Township 6 South, Range 29 East, Boise Meridian, Power County, Idaho.

Section 24: SE¼

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, in law as well as in equity, of the Grantor.

TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's heirs and assigns, against the Grantor and the Grantor's heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

In construing this Warranty Deed and where the context so requires, the singular includes the plural.

Post-it® Fax Note	7671	Date	4/15/12	# of pages	2
To	Jonie Barr	From	Beth Curry		
Co./Dept.	Idaho Dept of Water	Co.	County Line Farms		
Phone #	525-7161	Phone #	226 5207		
Fax #	525-7177	Fax #	226 5231		

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

DATED: 10-3-94

[Signature]
Lance D. Funk, Grantor

STATE OF IDAHO)
County of Bonneville)ss.

On the 3 day of October September, in the year of 1994, before me, the undersigned, a notary public, in and for said State, personally appeared LANCE D. FUNK, a single man, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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



[Signature]
Notary Public for Idaho
Residing at Wahwa Falls, Id
My Commission Expires: 2/15/98