

Page 1 of 9STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 74778APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1Name of applicant Monty and Carolene Funk Phone (208) 226-5207Post Office address P.O. Box 360 American Falls, Idaho 83211

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☐ Add diversion point ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☒ Other Create a PPU
2. Describe the reason for the proposed changes This transfer will create a permissible place of use to include the irrigation water on the leased land. Two new pivots will be installed to more efficiently use irrigation water.

B. DESCRIPTION OF RIGHT(S) OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

- | 1. Right Number | Priority | Amount (cfs/ac-ft) | Nature of Use | Period of Use |
|-----------------|-------------------|--------------------|-------------------|---------------------|
| <u>35-2751B</u> | <u>8/21/1964</u> | <u>0.03/12.7</u> | <u>Irrigation</u> | <u>4/1 to 10/31</u> |
| <u>35-7477C</u> | <u>2/12/1975</u> | <u>3.97/800</u> | <u>Irrigation</u> | <u>4/1 to 11/01</u> |
| <u>35-8002B</u> | <u>11/13/1981</u> | <u>0.24/48</u> | <u>Irrigation</u> | <u>4/1 to 11/1</u> |
| <u>35-8195B</u> | <u>6/30/1983</u> | <u>0.27/60</u> | <u>Irrigation</u> | <u>4/1 to 10/31</u> |
| <u>35-8338B</u> | <u>1/27/1984</u> | <u>0.07/20</u> | <u>Irrigation</u> | <u>4/1 to 10/31</u> |
2. Total amount of water being transferred 4.58 cubic feet per second and/or 928 acre-feet per annum.
3. Source of water Groundwater tributary to _____
4. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	NW	SW	NW	15	6S	29E	Power	Existing Well

5. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6S	29E	15	40	40	40	40	39	38	38	39									314 ^a

RECEIVED

MAR 31 2008

Department of Water Resources
Eastern Region

PART 1

6. General Information:

- a. Description of diversion system Existing well, pump, pipes, pivot, sprinklers
- b. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
☐ Yes ☒ No. If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes.
- c. Describe the effect on the land now irrigated if the place of use is changed pursuant to this transfer:
Leased land will be included in the place of use to create a permissible place of
use. If leased land is irrigated with water rights, then portions of the
historically irrigated land will be dried up during the irrigation season.
Irrigation acres will be limited to 232 acres.
- d. Remarks:
Water Rights No. 35-2751B and 35-8338B are limited to a combined irrigation area
of 5 acres. Water right no. 35-8195B is limited to an irrigation area of 15 acres
water right no. 35-8002B is limited to an irrigation area of 12 acres. Water
Right no. 35-7477 is limited to an irrigation area of 200 acres. The total
allowable irrigation area is 232 acres.

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. _____
 And said application is hereby _____, subject to the following limitations and conditions:

Witness my hand this _____ day of _____, 19_____.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES74778
Transfer No. _____

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 35-2751B Decreed to Ruff Times Farms
in case of SRBA Case No. 39576 vs. _____
dated 5/20/2002 in Twin Falls county of Twin Falls
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.

☐ Tax notice☒ Warranty Deed☐ Other _____3. Source of water Groundwater tributary to _____4. Date of priority 8/21/1964

5. Water is used for the following purpose:

Amount 0.02/12.7 for Irrigation purposes from 4/1 to 10/31
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 0.03 cubic feet per second and/or 12.7 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	NW	SW	NW	15	6S	29E	Power	Existing Well

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6S	29E	15		16	16														32 PPU

Total acres 32 PPU9. Describe any other water rights used for the same purpose as described above Use of this right with right 35 -8338B is limited to the irrigation of 5 acres.

74778

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. 35-7477C Decreed to Ruff Times Two Farms
in case of SRBA Case No. 39576 vs. _____
dated 2/6/2003 in Twin Falls county of Twin Falls
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.

☐ Tax notice ☒ Warranty Deed ☐ Other _____

3. Source of water Groundwater tributary to _____

4. Date of priority 2/12/1975

5. Water is used for the following purpose:

Amount 3.97/800 for Irrigation purposes from 4/1 to 11/1
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 3.97 cubic feet per second and/or 800 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	NW	SW	NW	15	6S	29E	Power	Existing Well

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6S	29E	15		23	23		39	38	38	39									200

Total acres 200

9. Describe any other water rights used for the same purpose as described above NA

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

74 778

1. Right evidenced by:

- a. Decree No. 35-8002B Decreed to Ruff Times Farms
 in case of In Re SRBA Case No. 39576 vs. _____
 dated 4/2/2002 in Twin Falls county of Twin Falls
- b. License No. _____ issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.

☐ Tax notice
 ☒ Warranty Deed
 ☐ Other _____
3. Source of water Groundwater tributary to _____4. Date of priority 11/13/1981

5. Water is used for the following purpose:

Amount 0.24/48 for Irrigation purposes from 4/1 to 11/1
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)
 Amount _____ for _____ purposes from _____ to _____
 (cfs/ac-ft)

6. Total amount of water under right 0.24 cubic feet per second and/or 48 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	NW	SW	NW	15	6S	29E	Power	Existing Well

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6S	29E	15		16	16														32 PPU

Limited to 12 acres of irrigation

Total acres 32 PPU

9. Describe any other water rights used for the same purpose as described above _____

74 778

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 35-8195B issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.

☐ Tax notice ☒ Warranty Deed ☐ Other _____

3. Source of water Groundwater tributary to _____

4. Date of priority 6/30/1983

5. Water is used for the following purpose:

Amount 0.27/60 for Irrigation purposes from 4/1 to 10/31
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 0.27 cubic feet per second and/or 60 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	NW	SW	NW	15	6S	29E	Power	Existing Well

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6S	29E	15		16	16														32 PPU

Limited to 15 acres of irrigation

Total acres 32 PPU

9. Describe any other water rights used for the same purpose as described above _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 74778

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

(Attach one copy for each right)

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree No. _____ Decreed to _____
in case of _____ vs. _____
dated _____ in _____ county of _____
- b. License No. 35-8338B issued by the Idaho Department of Water Resources.
- c. Claim No. _____ on file with the Idaho Department of Water Resources.
- d. Transfer No. _____ which produced this right.

2. Attach a copy of last year's tax notice for the property to which the water right is appurtenant or other documents which show ownership. Label document as attachment A. check appropriate box below.

☐ Tax notice☒ Warranty Deed☐ Other _____3. Source of water Groundwater tributary to _____4. Date of priority 1/27/1984

5. Water is used for the following purpose:

Amount 0.07/20 for Irrigation purposes from 4/1 to 10/31
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)
Amount _____ for _____ purposes from _____ to _____
(cfs/ac-ft)

6. Total amount of water under right 0.07 cubic feet per second and/or 20 acre-feet per annum.

7. Point(s) of Diversion:

Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
	NW	SW	NW	15	6S	29E	Power	Existing Well

8. Lands irrigated or place of use:

Twp.	Rge.	Sec.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
6S	29E	15		16	16														32 PPU

Total acres 32 PPU9. Describe any other water rights used for the same purpose as described above Use of this right with right 35
-2751B is limited to the irrigation of 5 acres.

74778

page 8 of 9

T. 06 S., R. 29 E.

74 77 8



FUNK, MONTY & CAROLENE
TRANSFER APPLICATION
NAIP 2006 AERIAL

Legend

-  Point_of_Diversion
-  Proposed PPU
-  Sections
-  106s29e

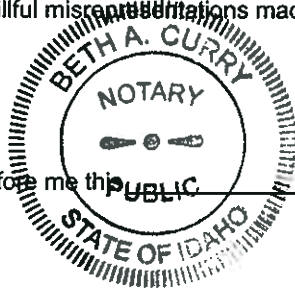


PART 3**B. CHANGES IN NATURE OF USE**

1. New Nature of Use Amount Hours/days/year Period of Use
(cfs/ac-ft)
- _____ to _____
_____ to _____
2. Quantity and quality of return flows and location of discharge:
- _____
3. Describe the effects on other water uses resulting from the proposed change:
- _____
- _____
- _____
- _____

I hereby assert that no one will be injured by such change and that the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

I understand that any willful misrepresentations made in this application may result in voiding its approval.



Subscribed and sworn to before me this _____ day of _____, 2008.

[Signature]
(Signature of Applicant)

27th day of March, 2008.

Beth A. Curry
(Notary Public)

My commission expires 8/12/2010

FOR DEPARTMENT USE ONLY

Transfer contains 9 pages and _____ attachments

Received by _____ Date 3-31-08 Protest filed by _____

Prelim. check by _____ Fee 410-

Receipted by _____ Date 5-1-08 ED 34006

Published in Power Co. Press Copies of protest forwarded by _____

Pub. dates _____ Hearing held by _____ Date _____

Watermaster recommendation requested on _____ Recommended for ☐ Approval ☐ Denial

_____ rec'd. _____ by _____

Copy of transfer sent to lien holder _____

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
35-7477C ✓					
35-2751B ✓					
35-8002B ✓					
35-8195B ✓					
35-8338B ✓					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Sherman L. Ruff, Betty J. Ruff +
 Douglas L. Ruff, "Ruff Times Farm"

4. New Owner/Claimant(s)

Monty Funk / Caroline Funk

Name Connector (Check one): [] and, [] or, ☒ and/or

New Mailing Address

P.O. Box 360, American Falls

City, State and ZIP Code

American Falls, ID 83211

New Telephone Number

(208) 226-5207 / 208-201-1200

5. Date you acquired the property

1/6/2006

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7. If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s)

owner
(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by _____ Date _____

Received by _____ Date _____

Processed by _____ AJ Date _____

Receipt Amt. _____

Receipt No. _____

WR _____ Date _____

20020721 AKE-MH

QUITCLAIM DEED

INSTRUMENT #
TIME 2:10 p.m.
REQ. OF Pioneer

JUN 14 2002

POWER COUNTY ANTELOPE
CLERK'S OFFICE
BY [Signature]
DEPUTY [Signature]

FOR VALUE RECEIVED

179899

RUFF TIMES FARMS, an Idaho General Partnership
do hereby convey, release, remise and forever quit claim

unto SHERMAN L. RUFF and BETTY J. RUFF, husband and wife, and DOUGLAS L. RUFF,
a married person dealing in his separate property
whose address is 3005 W. 2100 S., Aberdeen, Idaho 83210

the following described premises, to-wit:

- Parcel 1 - W 1/2 SW 1/4 Section 10, Township 6 South, Range 29 East
Boise Meridian, Power County, Idaho
- Parcel 2 - NW 1/4 W 1/2 NE 1/4 Section 15, Township 6 South, Range 29 East
Boise Meridian, Power County, Idaho

D0070-00
D0082-02

together with their appurtenances, together with any after acquired title.

dated: June 14, 2002

RUFF TIMES FARMS

By: Sherman L. Ruff, Partner

By: Doug Ruff, Partner

STATE OF IDAHO, COUNTY OF Bannock

On this 14th day of June

before me, the undersigned, personally appeared

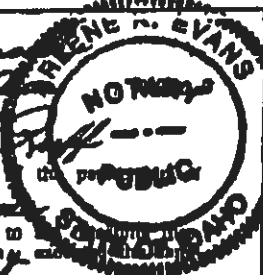
Sherman L. Ruff & Doug Ruff

known to me to be one of the partners

and who subscribed said partnership name to

instrument, and acknowledged to me that they

in said partnership name.



STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record
at the request of

at _____ minutes past _____ o'clock m.
this _____ day of _____
20 _____, in my office and duly recorded in Book
of Deeds at page _____

Ex-Officio Recorder

By _____ Deputy

Fees \$
Mail to:

Pioneer Title Company of Bannock County

Pocatello, Idaho - 208-233-9595

17740 1-0020

74778

P.2/2

To: 1 208 226 5231

SEP-21-2007 11:42 From: POWER COUNTY CLERKS 2082267612

S10 T6S R29 W2S
S15 T6S R29 NW1/4 NE4

Ruff Times Farms - Ruff



PIONEER TITLE COMPANY
OF BAYNOR COUNTY
133 North Harbor Ave / Portland, Maine 04101 / (207) 572-1000

179698

INSTRUMENT #	
TIME	1:00 P.M.
REQ. OF	Pioneer
JUN 14 2002	
POWERED BY THE STATE	
BY	DEPUTY

20020721 ALZ-MH

CORPORATE WARRANTY DEED**FOR VALUE RECEIVED.**

Waterhouse Investments, Inc., an Idaho Corporation, as to an undivided 1/4 interest
a corporation duly organized and existing under the laws of the State of Idaho, grantor, does hereby Grant,
Bargain, Sell and Convey unto

Rail Trains Farm; an Idaho General Partnership

whose address is: 3005 W. 2100 S., Aberdeen, Idaho 83210, grantees, the following described real estate, to-wit:

Parcel 1

W 1/4 SW 1/4, Section 10, Township 6 South, Range 29 East, Bore Meridian, Power County, Idaho

Parcel 2

NW 1/4 and W 1/4 NE 1/4, Section 15, Township 6 South, Range 29 East, Bore Meridian, Power County,
Idaho

SUBJECT TO current year taxes, irrigation district assessments, public utility assessments, subdivisions,
restrictions, U.S. patent reservations, easements of record and easements visible upon the said premises.

TO HAVE AND TO HOLD The and premises, with their appurtenances unto the said Grantee, its heirs and
assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in a
fee simple of said premises; that they are free from all encumbrances and that it will warrant and defend the same
from all lawful claims whatsoever **IN WITNESS WHEREOF**, The Grantor, pursuant to a resolution of its Board of
Directors has caused its corporate name to be hereunto subscribed by an officer this 13th day of June, 2002

Waterhouse Investments, Inc.

Dr. Russell K. Kull
Russell Kull, President

Shirley L. Puff

STATE OF IDAHO

COUNTY OF ADA

On this 13th day of June, in the year of 2002, before me, Michelle D. Cabbage a duly qualified
personally appeared Russell Kull known or identified to me to be the President of the corporation that
executed the foregoing instrument and he acknowledged to me that he executed the instrument on behalf of said corporation,
and acknowledged to me that the corporation executed the same



Michelle D. Cabbage
Notary Public at
Residing at Meridian
Commission Expires 11-03-07

74778



Pioneer Title Co.

GOING BEYOND

135 N. Arthur Ave. / Pocatello, Idaho 83201
(208) 233-9595

Instrument # 188523

POWER COUNTY, IDAHO

2006-01-09

03:49:05 No. of Pages: 2

Recorded for : PIONEER TITLE CO.

CHRISTINE STEINLICHT

Ex-Officio Recorder Deputy

Fee: 6.00

Scanned by L Curry

Order No. 20051882 SMK LT

WARRANTY DEED

For Value Received

Sherman L. Ruff and Betty J. Ruff, husband and wife and
Douglas L. Ruff, married man dealing with his separate property

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Monty Funk and Carolene K. Funk, husband and wife

hereinafter referred to as Grantee, whose current address is

2254 County Line Road, American Falls, ID 83211

the following described premises, to-wit:

Parcel 1

W ½ SW ¼, Section 10, Township 6 South, Range 29 East, Boise Meridian, Power County, Idaho

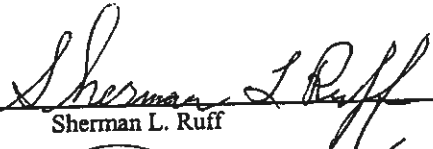
Parcel 2

NW ¼ and W ½ NE ¼, Section 15, Township 6 South, Range 29 East, Boise Meridian, Power County,
Idaho

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that 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.

74778

Dated: January 6, 2006


Sherman L. Ruff


Douglas L. Ruff

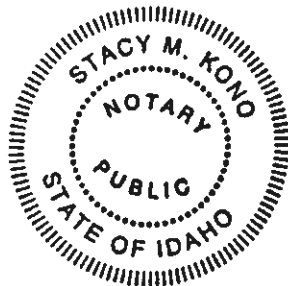

Betty J. Ruff

STATE OF IDAHO

S.

COUNTY OF BANNOCK

On this 9th day of January, in the year of 2006, before me STACY M. KONO, notary public personally appeared SHERMAN L. RUFF and BETTY J. RUFF and DOUGLAS L. RUFF known or identified to me to be the person/persons whose name is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.



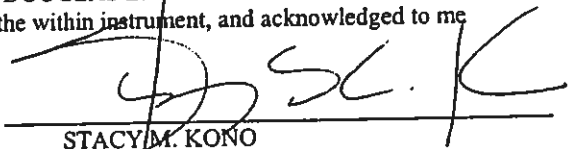

STACY M. KONO
Notary Public of IDAHO
Residing at POCA TELLO, ID
Commission expires: February 27, 2009

Exhibit "A"

Legal Description

Parcel 1

W $\frac{1}{2}$ SW $\frac{1}{4}$, Section 10, Township 6 South, Range 29 East, Boise Meridian, Power County, Idaho

Parcel 2

NW $\frac{1}{4}$ and W $\frac{1}{2}$ NE $\frac{1}{4}$, Section 15, Township 6 South, Range 29 East, Boise Meridian, Power County, Idaho

Initials

C. J.
M. F.

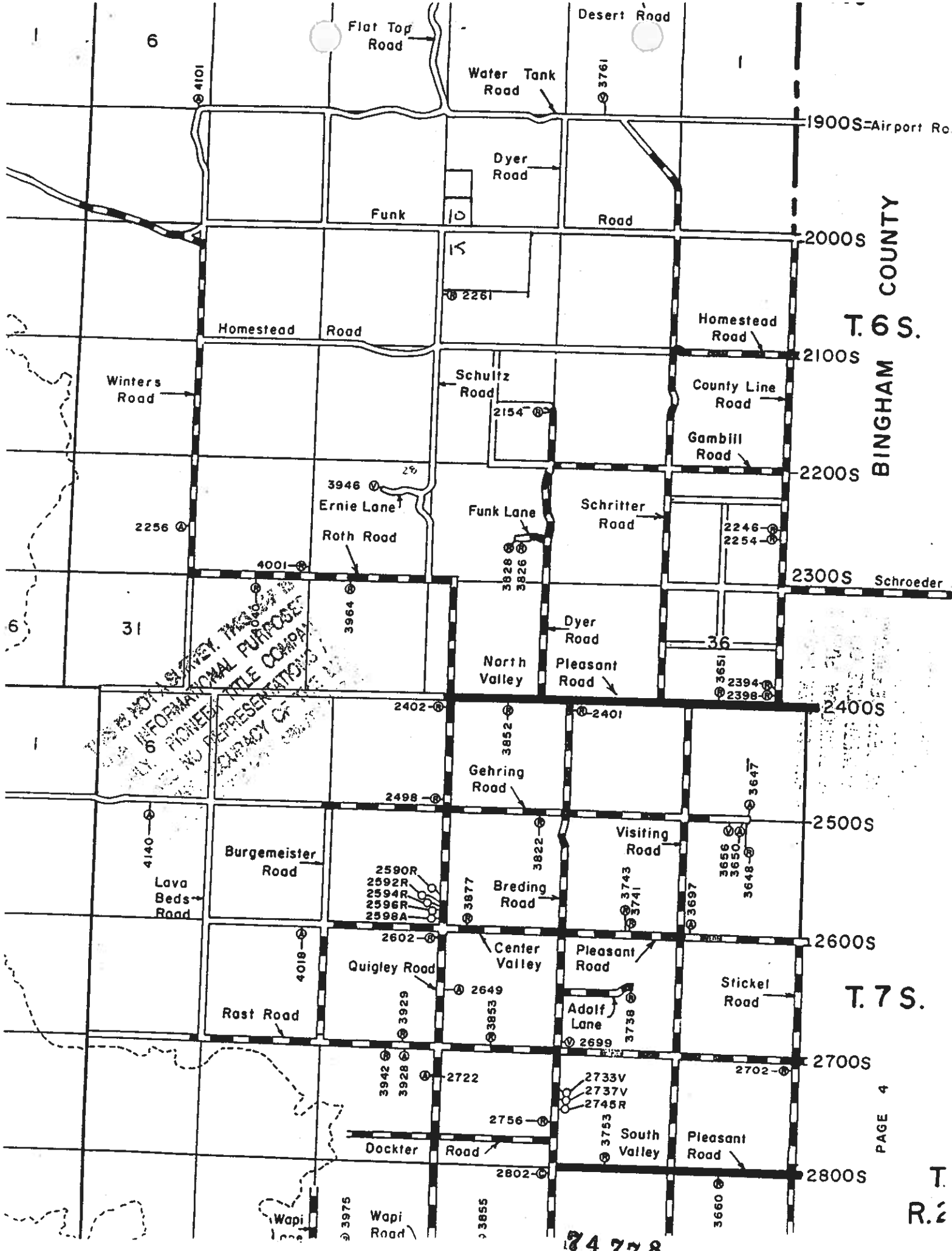
Exhibit "B"

Personal Property

All water rights represented by Permit or License No. 35-7477C, 35-2751B, 35-8002B, 35-8195B, 35-8338B issued by the Idaho Department of Water Resources

Initials

C. J.
M. F.



BINGHAM COUNTY

T. 6 S.

T. 7 S.

R. 2

PAGE 4

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FARM LEASE

THIS AGREEMENT, made as of the 28 day of August, 2007, by CALVIN DYER and PAMELA DYER, husband and wife, of American Falls, Idaho, Power County, hereinafter referred to collectively as "Lessor", and MONTY FUNK general partner of COUNTY LINE FARMS, hereinafter referred to as the "Lessee."

In consideration of the mutual promises and covenants contained herein the parties agree to the terms and provisions of the Lease.

1. Lease Premises. Lessor leases to Lessee and Lessee leases from Lessor the real and personal properties described on Exhibit "A" which is attached hereto and by this reference made part hereof, plus all building, improvements, and equipment thereon for the term of this Lease. The leased real properties are located in Power County, Idaho, and hereinafter are sometimes referred to as "the premises". The term "the properties" refers to both the real and personal properties leased hereunder.
2. Term. The term of this Lease begins February 1st 2008, and shall end at midnight on December 31, 2010, unless sooner terminated or renewed as provided as herein.
3. Lessor's Right to Make Lease. Lessor represents and warrants that Lessor has free and marketable title to the properties and full right, power and authority to enter into this Lease and that Lessee may use the properties during the entire term of this Lease for the purpose set forth herein.
4. Possession. Lessee will take possession of the properties as of the 1st day of February, 2008.
5. Rent. For crop years 2008, 2009 and 2010. Lessee shall pay to Lessor, per year on 56.1 acres @ Fifty Dollars (\$50.00) per farmable acres, or \$2,805.00 per year. Payment are, half due on or before the first (1st) of April, \$1,402.50 and the remainder half or, \$1,402.50 shall be payable on the thirtieth (30) day of November of such year.
6. Use. Lessee may use the premises only as a farm and may perform or permit the performance of only those activities on the premises which are reasonably related to the farming of the premises.
7. Equipment and Expenses. Lessee shall pay all of the cost of all electrical power, blight spray, seed, insecticides, herbicides, labor, fuel and fertilizer used by Lessee to grow, cultivate, and harvest the crops grown on the premises by Lessee during the term of this Lease. Lessee shall furnish all other equipment and materials necessary for Lessee to cultivate and operate the properties. Lessee shall pay all other expenses necessary for the operation and cultivation of the premises by Lessee.
8. Water System. Wells, pumps, and sprinkling systems are located on the premises. Lessee may use said well, pumps, and sprinkling systems to irrigate the premises. Notwithstanding anything to the contrary, Lessee shall perform routine maintenance and minor repairs to said wells, pumps, and sprinkling systems to keep them in the same condition as on the date of the execution of this Lease excepting normal wear and tear. However, "major" repairs to

the irrigation system not the fault of Lessee or his agents in excess of \$1000.00 will be paid in the entirety by Lessor. Lessee will keep in good repair all open ditches and preserve all established courses or ditches.

9. Water Rights. Lessor agrees to maintain all water rights in good standing and to use diligence in maintaining such status. Lessor shall not be liable for any damage to Lessee sustained by reason of any action of the Idaho Department of Water Resources affecting the shutdown of some or all irrigation operations by Lessee under the water rights protect the water rights of the appropriators. However, in such event, any unpaid rent due for said crop year will be waived in the event of crop failure, which will be defined as a reduction in yield of twenty (20%) or more from the average 3-year crop yield, and otherwise will abate in a proportionate share on the remainder of the crop season. Lessee agrees to hold Lessor harmless for any and all damages occurring to employees or crops due to faulty operating of the irrigation system and/or availability of water not the fault of Lessor.
10. Maintenance. Except as otherwise provided herein, during the term of this Lease, Lessee shall, at Lessee's own cost and expense, keep and maintain all the properties in good condition and running order at least equal to the condition and order they are in at the commencement of this Lease. Lessee will furnish all materials for maintenance and repair of fences, buildings, storage facilities, and other improvements. Lessee shall neither waste nor permit the waste of the properties.
11. Taxes. Lessor shall pay any and all taxes and assessments levied upon the properties for the term of the Lease.
12. Husbandry. Lessee shall, at Lessee's own cost and expense, farm use the properties in a good and farmerlike manner commensurate with the practices customary in the area. Lessee shall keep the properties free from all noxious weeds, rubbish, and growths objectionable to food farming in Power County, Idaho.
13. Quiet Enjoyment. Except as otherwise provided herein, so long as Lessee fulfills Lessee's obligations under this Lease, Lessee shall peacefully and quietly enjoy the properties without interruption by Lessor or any person or entity claiming through Lessor for the term of this Lease. Subject to the terms of this Lease, Lessor shall warrant and defend Lessee in the enjoyment of the properties during the term of this Lease.
14. Fertilization, Herbicides, and Pesticides. Lessee shall engage in a good and farmerlike program of fertilization and weed and pest control on the premises during the term of this lease.
15. Insurance. At Lessee's own cost and expense, Lessee shall purchase and maintain a policy or policies of liability insurance covering Lessee's occupancy, operation, and use of the properties, in an amount not less than One Million Dollars (\$1,000,000.00) which shall insure both Lessee and Lessor against any liability arising out of Lessee's occupancy, operation, and use of the properties during the term of this lease. Lessee and Lessor shall be named as insureds under said insurance policies as their interests appear. Less shall insure all the properties with fire and extended coverage insurance to the full insurable value thereof.

16. Inspection. Lessor or Lessor's agents may enter the premises at any time during this lease to inspect the properties and the crops thereon.
17. Compliance with Law. Lessee shall use Lessee's best efforts to comply with all requirements of municipal, state, and federal authorities now in force or which may hereafter be in force, pertaining to the properties.
18. Surrender of Premises. Lessee shall surrender the properties at the expiration (or sooner termination) of this Lease in the same condition as originally delivered to Lessee or as altered pursuant to the provisions of this Lease, ordinary wear, tear, and damage by the elements excepted. At the termination of this Lease all irrigation systems used to irrigate field 79, as described on Exhibit "A", shall belong to Lessor.
19. Eminent Domain. If the properties or any part thereof is taken by eminent domain, at the option of the Lessee, this Lease shall expire on the date when the properties are so taken. If all or any portion of the properties is taken so any portion of the crops then growing upon the premises is not harvested, Lessor shall reimburse Lessee for all expenses incurred by Lessee in raising and planting the unharvested crops and Lessee shall owe Lessor no rent for the portion of the properties so taken. No part of any award shall belong to Lessee.
20. No Partnership. Nothing contained in this Lease shall be deemed to create a partnership, joint venture, or employment relationship between lease or and Lessee.
21. Notices. For all purposes of this Lease, notice shall be deemed to have been given to Lessor by Lessee upon deposit of a copy of said notice by Lessee in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to Lessor at:

County Line Farms
P.O. Box 360
American Falls, Idaho 83211

or to such other address as Lessor shall direct in writing. For all purposes of this Lease, notice shall be deemed to have been given to Lessee by Lessor upon deposit of a copy of such notice by Lessor in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to Lessee at:

Calvin Dyer
2154 Dyer Road
American Falls, Idaho 83211

or to such other address as Lessee shall direct in writing.

22. Governing Law. This Lease shall be governed, construed, interpreted, and enforced in accordance with the laws of the State of Idaho.
23. Grammar. In construing this Lease, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place where the context so requires.
24. Successors in Interest. The covenants, terms, conditions, provisions and undertakings of this Lease or any renewals thereof shall extend to and be binding upon the heirs, executors,

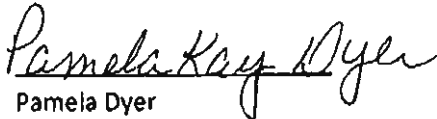
personal representatives, successors in interest, and assigns of the respective parties hereto and shall be construed as covenants running with the land.

25. Time. Time is of the essence in this Lease with regard to every term, covenant, and condition contained herein.
26. Entire Agreement. This document contains the entire agreement between the parties and cannot be changed or terminated orally.

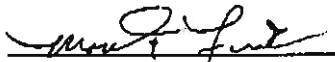
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

LESSOR:


Calvin Dyer


Pamela Dyer

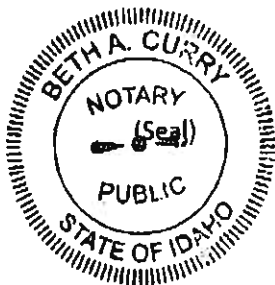
LESSEE:


Monty Funk, County Line Farms

STATE OF IDAHO)
)ss.
County of Power)

On this 29 day of Aug, in the year 2007, before me, the undersigned, a notary public, in and for said State, personally appeared CALVIN DYER known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.

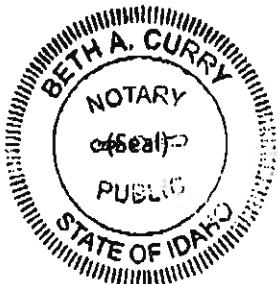


Beth A. Curry
Notary Public for Idaho
Residing at Arbon, Idaho
My Commission Expires 8/12/2010

STATE OF IDAHO)
)ss.
County of Power)

On this 29 day of Aug, in the year 2007, before me, the undersigned, a notary public, in and for said State, personally appeared PAMELA DYER known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they 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.

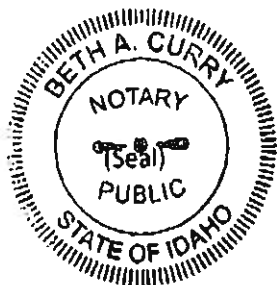


Beth A. Curry
Notary Public for Idaho
Residing at Arbon, Idaho
My Commission Expires 8/12/2010

STATE OF IDAHO)
)ss.
County of Power)

On this 29 day of Aug, in the year 2007, before me, the undersigned, a notary public, in and for said State, personally appeared MONTY FUNK known or identified to me to be the whose names are subscribed to the within instrument and acknowledged to me that they 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.



Beth A. Curry
Notary Public for Idaho
Residing at Arbon, Id.
My Commission Expires 8/12/2010

EXHIBIT "A"

LEGAL DESCRIPTIONS OF REAL PROPERTY:

FIELD #79- APPROX. 56.1 FARMABLE ACRES;
EAST $\frac{1}{2}$; NORTHEAST $\frac{1}{4}$, SECTION 15, TOWNSHIP 6 SOUTH, RANGE
29EBM. POWER COUNTY.