

Form 42-148412-148934 July, 2005

**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.

RECEIVED

AUG 24 2006

DEPARTMENT OF
WATER RESOURCES

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 division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
* 61-12084	61-7020				
61-12086	61-7107				

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 usually attached to your deed or on file with the county).

OR

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 **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) LANCE D. FUNK & LISA I. FUNK
4. New Owner/Claimant(s) JOHN WIND & ANN WIND TRUST
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 12306 WHITE CHAPEL WAY
- City, State and ZIP Code NAMPA, ID. 83686
- New Telephone Number 208-448-1480
5. Date you acquired the property 10-Aug-06

* due to split, new WR #5

SUPPORT DATA
IN FILE # 61-12084

RECEIVED

AUG 25 2006

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED

AUG 14 2006

WATER RESOURCES
WESTERN REGION

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 division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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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 usually attached to your deed or on file with the county).

OR

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 **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) LANCE D. FUNK & LISA L. FUNK
4. New Owner/Claimant(s) JOHN WIND & ANN WIND
 Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
- New Mailing Address 12506 White Chapel Way
- City, State and ZIP Code Nampa Id 83686
- New Telephone Number 208 448-1980 442-1480
5. Date you acquired the property _____

Form 42-346/42-1489a July 2000

6. If the change in ownership affects the entire water right for each water right or adjudication claim number listed in Item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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(s) will not be split, skip this area and proceed to Item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

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

7. Signature of New Owner(s) or Claimant(s)
(include title if applicable)

John D. [Signature]
Ann Wind

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.

For Office Use Only
 Received by [Signature] Date 8-22-06 Fee \$50.00
 Received by [Signature] Date 8-22-06 Receipt No. 12034603
 Processed by AJ Date _____ WR _____ Date _____

QUITCLAIM DEED

06-695

FOR VALUE RECEIVED

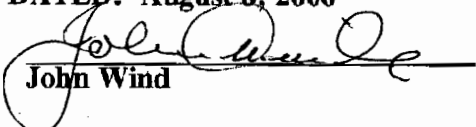
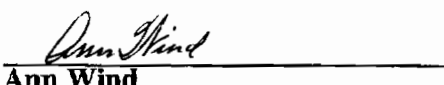
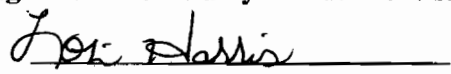
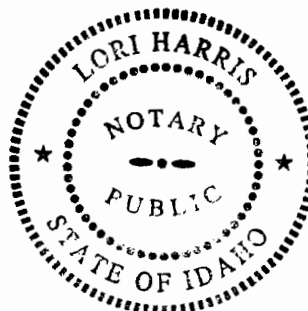
John Wind and Ann Wind, husband and wife

HEREINAFTER "GRANTOR" DOES RELEASE AND FOREVER QUITCLAIM UNTO

John & Ann Wind Trust

WHOSE ADDRESS IS:**HEREINAFTER "GRANTEE," AND TO HIS HEIRS AND ASSIGNS, ALL RIGHT, TITLE AND INTEREST GRANTOR HAS OR MAY HEREAFTER ACQUIRE THE FOLLOWING DESCRIBED REAL PROPERTY:**

(See Attached)

TO HAVE AND TO HOLD, ALL AND SINGULAR THE SAID PREMISES, TOGETHER WITH THEIR APPURTENANCES, UNTO GRANTEE, AND TO HIS HEIRS AND ASSIGNS FOREVER.**DATED: August 8, 2006**
John Wind
Ann Wind**STATE OF IDAHO, COUNTY OF** =====On this 8th day of August 2006,
before me, a notary public in and for said
State personally appearedJohn Wind
Ann Windknown to me to be the person(s) whose name(s)
are subscribed to the within instrument and
acknowledged to me that they executed the same
Residing at Boise, Idaho
Commission Expires 12-8-06

35

WARRANTY DEED

FOR VALUE RECEIVED

Lance D. Funk and Lisa I. Funk, husband and wife

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
John Wind and Ann Wind, husband and wife

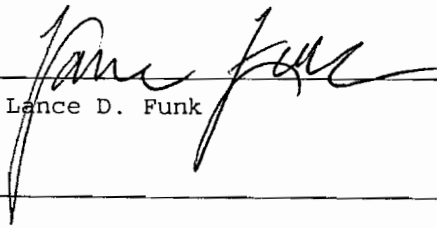
GRANTEE(S), whose current address is: 12506 WHITECHAPEL WAY NAMPA, ID 83686
the following described real property in Elmore County, State of Idaho,
more particularly described as follows, to wit:

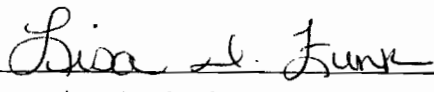
(See Attached)

Instrument # 378919
Elmore County, Idaho
02:57pm Aug. 10, 2006
For: GUARANTY TITLE INC
No. of Pages: 2 Fee: \$6.00
MERRILEE HILER, Recorder
Deputy: DLE

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that 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 reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever. , , except those of record.

Dated: August 8, 2006


Lance D. Funk


Lisa I. Funk

STATE OF Idaho, County of Elmore, ss.

On this 10th day of August
in the year of 2006, before me, the undersigned, a Notary

Public in and for said State, personally appeared

Lance D. Funk, Lisa I. Funk

known or identified to me to be the person S whose name

LEGAL DESCRIPTION

Tract I:

Township 4 South, Range 7 East, Boise Meridian, Elmore County,
Idaho

Section 19: NE1/4

E1/2NW1/4 and U.S. Government Lots 1 & 2

SE1/4

E1/2SW1/4

U.S. Government Lot 3

Save and Except:

A parcel of land being a portion of the W1/2NW1/4, Section 19,
Township 4 South, Range 7 East, Boise Meridian, Elmore County,
Idaho, said parcel being more particularly described as follows:

Commencing at the brass cap marking the 1/4 corner common to
Sections 18 and 19, Township 4 South, Range 7 East, Boise
Meridian, Elmore County, Idaho;
thence South 89°46'41" West 2640.79 feet to the brass cap
marking the corner common to Sections 18, 19, 24, and 13, said
point being the Point of Beginning;
thence along the following courses and distances to iron pins:
North 89°46'41" East 750.20 feet;
thence South 00°17'11" East 2643.00 feet to the South line of
said NW1/4;
thence South 89°47'28" West 750.50 feet along said south line;
thence North 00°16'48" West 2642.83 feet to the Point of
Beginning.

Section 30: All

SAVE and EXCEPT the following parcel of land:

A parcel of land lying in the NE1/4 of Section 30, T4S, R7E,
B.M. Elmore County, Idaho, said parcel being more particularly
described as follows:

Commencing at the Brass Cap witness corner to the corner common
to Sections 20, 29, 30 and 19, T4S, R7E, B.M., Elmore County,
Idaho, thence N00°09'00"W 2686.74 feet to the Brass Cap witness
corner for the 1/4 corner common to said Sections 19 and 20;
Thence East 29.70 feet to said 1/4 corner common to Sections 19
and 20; thence
S00°09'00"E 2686.74 feet to the said corner common to Sections
20, 29, 30 and 19;
thence, S00°07'03"E, 1290.28 feet along the line common to said
Sections 30 and 29;
thence, N89°32'39"W 30.00 feet to an iron pin marking the Point
of Beginning;
thence S00°07'03"E 1315.47 feet along a line 30 feet west of
parallel with said line common to Sections 30 and 29 to a point,
said point being witnessed by an iron pin which bears
N00°07'03"W 10.00 feet from said point;
thence, N89°32'39"W 426.54 feet to a point, said point being
witnessed by an iron pin which bears N00°07'03"W 10.00 feet from
said point;
thence, N00°07'03"W 1315.47 feet to an iron pin,
thence, S89°32'39"E 426.54 feet to the Point of Beginning.

SUBJECT TO:

Easements and/or rights-of-way of record or in use.

TOGETHER WITH:

An underground mainline easement running approximately 1000 feet
adjacent to the unimproved road to the SW Corner of subject
parcel.

QUITCLAIM DEED

06-695

FOR VALUE RECEIVED

John Wind and Ann Wind, husband and wife

HEREINAFTER "GRANTOR" DOES RELEASE AND FOREVER QUITCLAIM UNTO

John & Ann Wind Trust

WHOSE ADDRESS IS:

HEREINAFTER "GRANTEE," AND TO HIS HEIRS AND ASSIGNS, ALL RIGHT, TITLE AND INTEREST GRANTOR HAS OR MAY HEREAFTER ACQUIRE THE FOLLOWING DESCRIBED REAL PROPERTY:

(See Attached)

Instrument # 379327
Elmore County, Idaho
10:43am Aug. 23, 2006
For: DARYL RHEAD
No. of Pages: 1 Fee: \$3.00
MERRILEE HILER, Recorder
Deputy: DLE

TO HAVE AND TO HOLD, ALL AND SINGULAR THE SAID PREMISES, TOGETHER WITH THEIR APPURTENANCES, UNTO GRANTEE, AND TO HIS HEIRS AND ASSIGNS FOREVER.

DATED: August 8, 2006

John Wind

Ann Wind

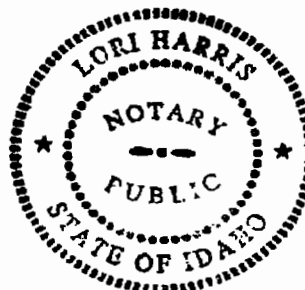
STATE OF IDAHO, COUNTY OF

On this 8th day of August 2006,
before me, a notary public in and for said
State personally appeared

John Wind
Ann Wind

known to me to be the person(s) whose name(s)
are subscribed to the within instrument and
acknowledged to me that they executed the same

Lori Harris
Residing at Boise, Idaho
Commission Expires 12-8-06



WARRANTY DEED

FOR VALUE RECEIVED

Lance D. Funk and Lisa I. Funk, husband and wife

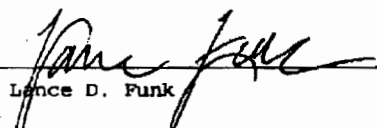
GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
John Wind and Ann Wind, husband and wifeGRANTEE(S), whose current address is: 12306 WHITECHAPEL WAY NAMPA, ID 83686
the following described real property in Elmore County, State of Idaho,
more particularly described as follows, to wit:

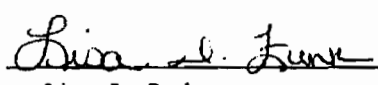
(See Attached)

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No. of Pages: 2 Fee: \$6.00
MERRILEE HILER, Recorder
Deputy: DLE

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Dated: August 8, 2006


Lance D. Funk


Lisa I. Funk

STATE OF Idaho, County of Elmore, ss.

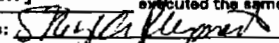
On this 10th day of August

In the year of 2006, before me, the undersigned, a Notary

Public in and for said State, personally appeared

Lance D. Funk, Lisa I. Funk

known or identified to me to be the person(s) whose name
are subscribed to the within instrument, and
acknowledged to me that they executed the same.

Signature: 

Name: SHERYL A REYMOND

(Type or print)

Residing at: Mountain Home

My commission expires: 12-27-11



JASB-NO. 06-695

LEGAL DESCRIPTION

Tract I:

Township 4 South, Range 7 East, Boise Meridian, Elmore County,
Idaho

Section 19: NE1/4

E1/2NW1/4 and U.S. Government Lots 1 & 2

SE1/4

E1/2SW1/4

U.S. Government Lot 3

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Sections 18 and 19, Township 4 South, Range 7 East, Boise
Meridian, Elmore County, Idaho;
thence South 89°46'41" West 2640.79 feet to the brass cap
marking the corner common to Sections 18, 19, 24, and 13, said
point being the Point of Beginning;
thence along the following courses and distances to iron pins:
North 89°46'41" East 750.20 feet;
thence South 00°17'11" East 2643.00 feet to the South line of
said NW1/4;
thence South 89°47'28" West 750.50 feet along said south line;
thence North 00°16'48" West 2642.83 feet to the Point of
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B.M. Elmore County, Idaho, said parcel being more particularly
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to Sections 20, 29, 30 and 19, T4S, R7E, B.M., Elmore County,
Idaho, thence N00°09'00"W 2686.74 feet to the Brass Cap witness
corner for the 1/4 corner common to said Sections 19 and 20;
Thence East 29.70 feet to said 1/4 corner common to Sections 19
and 20; thence
S00°09'00"E 2686.74 feet to the said corner common to Sections
20, 29, 30 and 19;
thence, S00°07'03"E, 1290.28 feet along the line common to said
Sections 30 and 29;
thence, N89°32'39"W 30.00 feet to an iron pin marking the Point
of Beginning;
thence S00°07'03"E 1315.47 feet along a line 30 feet west of
parallel with said line common to Sections 30 and 29 to a point,
said point being witnessed by an iron pin which bears
N00°07'03"W 10.00 feet from said point;
thence, N89°32'39"W 426.54 feet to a point, said point being
witnessed by an iron pin which bears N00°07'03"W 10.00 feet from
said point;
thence, N00°07'03"W 1315.47 feet to an iron pin,
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SUBJECT TO:

Easements and/or rights-of-way of record or in use.

TOGETHER WITH:

an underground mainline easement running approximately 1000 feet
adjacent to the unimproved road to the SW Corner of subject
parcel.

WATER Right H's

61-7020
61 7107



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

RECEIVED

WA

AUG 25 2006

DEPARTMENT OF
WATER RESOURCES

August 21, 2006

JAMES E. RISCH
Governor

KARL J. DREHER
Director

John and Ann Wind
12506 White Chapel Way
Nampa, ID 83686

RE: Notice of Change in Water Right Ownership

Dear Property Owner(s):

Our office has received your Notice of Change in Water Right Ownership, and it is being returned to you at this time. There is no existing water right in our records under the former owner's name given for the legal description listed on the deeds. If, after further research, you find more information concerning a water right, such as a water right number, please contact us

If you have any questions concerning this matter, please feel free to contact this office at any time.

Sincerely,

Adjudication Section
Western Region

LG: lg

Enclosures

Spoke with Darryl Plead

1:20pm 8/22

Chain of title goes from
Nederend

↓
Funk

↓
Wind

↘

↘

WR#s

61-7107

61-7020

WARRANTY DEED

FOR VALUE RECEIVED

Lance D. Funk and Lisa I. Funk, husband and wife

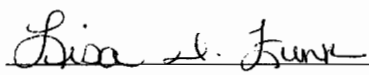
GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto
John Wind and Ann Wind, husband and wifeGRANTEE(S), whose current address is: 12506 WHITECHAPEL WAY NAMPA, ID 83686
the following described real property in Elmore County, State of Idaho,
more particularly described as follows, to wit:

(See Attached)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantee(s) heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that 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 reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever. , except those of record.

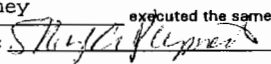
Dated: August 8, 2006


 Lance D. Funk

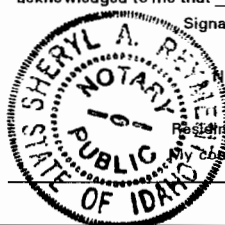

 Lisa I. Funk
STATE OF Idaho, County of Elmore, ss.

On this 10th day of August
in the year of 2006, before me, the undersigned, a Notary
Public in and for said State, personally appeared
Lance D. Funk, Lisa I. Funk

known or identified to me to be the person^S whose name
are subscribed to the within instrument, and
acknowledged to me that they executed the same.

Signature: Name: SHERYL A REYMONT

(type or print)

Residing at: Mountain HomeMy commission expires: 12-27-11

LEGAL DESCRIPTION

Tract I:

Township 4 South, Range 7 East, Boise Meridian, Elmore County, Idaho

Section 19: NE1/4

E1/2NW1/4 and U.S. Government Lots 1 & 2

SE1/4

E1/2SW1/4

U.S. Government Lot 3

Save and Except:

A parcel of land being a portion of the W1/2NW1/4, Section 19, Township 4 South, Range 7 East, Boise Meridian, Elmore County, Idaho, said parcel being more particularly described as follows:

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thence South 89°46'41" West 2640.79 feet to the brass cap marking the corner common to Sections 18, 19, 24, and 13, said point being the Point of Beginning;
thence along the following courses and distances to iron pins:
North 89°46'41" East 750.20 feet;
thence South 00°17'11" East 2643.00 feet to the South line of said NW1/4;
thence South 89°47'28" West 750.50 feet along said south line;
thence North 00°16'48" West 2642.83 feet to the Point of Beginning.

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Commencing at the Brass Cap witness corner to the corner common to Sections 20, 29, 30 and 19, T4S, R7E, B.M., Elmore County, Idaho, thence N00°09'00"W 2686.74 feet to the Brass Cap witness corner for the 1/4 corner common to said Sections 19 and 20;
Thence East 29.70 feet to said 1/4 corner common to Sections 19 and 20; thence
S00°09'00"E 2686.74 feet to the said corner common to Sections 20, 29, 30 and 19;
thence, S00°07'03"E, 1290.28 feet along the line common to said Sections 30 and 29;
thence, N89°32'39"W 30.00 feet to an iron pin marking the Point of Beginning;
thence S00°07'03"E 1315.47 feet along a line 30 feet west of parallel with said line common to Sections 30 and 29 to a point, said point being witnessed by an iron pin which bears
N00°07'03"W 10.00 feet from said point;
thence, N89°32'39"W 426.54 feet to a point, said point being witnessed by an iron pin which bears N00°07'03"W 10.00 feet from said point;
thence, N00°07'03"W 1315.47 feet to an iron pin,
thence, S89°32'39"E 426.54 feet to the Point of Beginning.

SUBJECT TO:

Easements and/or rights-of-way of record or in use.

TOGETHER WITH:

an underground mainline easement running approximately 1000 feet adjacent to the unimproved road to the SW Corner of subject parcel.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

FAX (208) 334-2348

May 31, 2006

Lance and Lisa Funk
3942 Rast Rd.
American Falls, ID 83211

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

RECEIVED
7/10/06

RECEIVED

JUL 27 2006

WATER RESOURCES
WESTERN REGION

Dear Waterusers:

This office has received the **Notice of Change of Water Right Ownership** submitted to our office. However, due to the items checked below, we cannot continue to process this ownership change. We are returning the Notice of Change of Ownership to you to **COMPLETE OR RESEARCH ONLY THE FOLLOWING ITEM(S) SHOWING A CHECKMARK IN THE BLANK FOR THAT ITEM(S).**

☒ **There is no existing water right in our records either under the former owner's name or for the legal description given.** If, after contacting the former owner, you find more information concerning a water right, such as a water right number, please contact us.

☒ **Legal description of property.** Please complete showing the legal description by ¼ ¼ (40-acre tract), Section, Township and Range for the property changing ownership. If you only have a subdivision lot & block legal description, please send us a copy of your subdivision plat.

☐ **It appears you received your water from an irrigation district, ditch company, municipality or community water company.** If this is the case, then the water right remains in the name of this entity and you should contact them concerning the ownership change.

☐ **Name and address of former owner (seller).** This will clarify the original owner of the water right.

☐ **Name, address and phone number of new owner (purchaser).**

☐ **This change in ownership appears to result in a splitting of the water right.** A split of the water right occurs when the ownership change affects only a portion of the original right. In order to accurately split this right we must know what portion of the right was sold. The amount of water in CFS, the place of use by ¼ ¼ with the number of acres in each ¼ ¼ (if applicable) and the point of diversion by ¼ ¼, Section, Township and Range is needed. If this right is not being split, please submit proof of ownership for the remaining portion. **Enclosed is a computer copy of this right for your review.**

☒ **Proof of ownership is needed.** This proof should be a copy of a **WARRANTY DEED** in your name which includes a description of this property by ¼ ¼, Section, Township and Range.

☒ **Signature of new owner (purchaser) is needed on this form.**

☐ **Other:**

✓ enclosed

Please complete the above item(s), if required, on the Notice of Change of Water Right Ownership form and return it with the requested information to the Department of Water Resources, Western Region Office, 2735 Airport Way, Boise, ID 83705. If we do not hear from you within 30 days, the claim upon which this form was filed (if one exists), will remain

GUARANTY TITLE, INC.
TITLE INSURANCE & ESCROW
SERVING ELMORE COUNTY SINCE 1902

RECEIVED

JUL 27 2006

WATER RESOURCES
WESTERN REGION

206 SOUTH 3RD EAST STREET
MOUNTAIN HOME, ID 83647

208-587-9091 / 208-587-8370 FAX
GTI@GUARANTYTITLEINC.COM

To: Lance D. Funk
Lisa I. Funk
3942 Rast Road
American Falls, Id 83211

DATE: 06/07/06

ATTN:

RE: Title Policy

Our File Number: 06-428

Lot Block Subdivision
Section 19/30/36 Township 4 South Range 7 & 5 East

In connection with the above transaction, we have enclosed the following:

- (X) Owners Title Insurance Policy No. A60-Z068468
- (X) Copy of Deed of Trust or Mortgage, Instrument No. 376233
- (X) Original Warranty Deed, Instrument No. 376233
- (X) Copy of Plat Map & Building Restrictions
- (X) Privacy Policy (2)

Thank you for this opportunity to serve you. If we may be of any further assistance, please do not hesitate to contact us.

Cordially,

Guaranty Title, Inc.

By

Renee Green

Researching the Past...Protecting the Future

OWNER'S POLICY OF TITLE INSURANCE

Issued by **Commonwealth Land Title Insurance Company**

POLICY NUMBER



Commonwealth Land Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

A60-Z068468

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

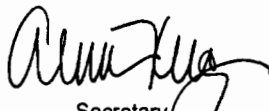
1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:


Secretary



By:


President

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 which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
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; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

Issued With Policy No.: G32-Z095559

POLICY OF TITLE INSURANCE
SCHEDULE A

Amount of Insurance: \$1,571,425.45

Policy No.: A60-Z068468

Premium: \$4,326.00

File No.: 06-428

Date of Policy: May 24, 2006 at 2:41 PM

1. Name of Insured:

Lance D. Funk and Lisa I. Funk, husband and wife

2. The estate or interest in the land which is covered by this policy is:
fee simple

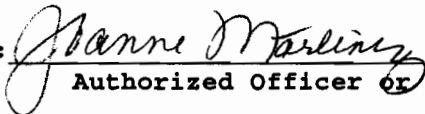
3. Title to the estate or interest in the land is vested in:

Lance D. Funk and Lisa I. Funk, husband and wife

4. The land referred to in this policy is described in the said instrument, is situated in the
County of Elmore, State of Idaho, and is identified as follows:

(See Attached)

Countersigned:


Authorized Officer or Agent

LEGAL DESCRIPTION

Tract I:

Township 4 South, Range 7 East, Boise Meridian, Elmore County, Idaho

Section 19: NE1/4

E1/2NW1/4 and U.S. Government Lots 1 & 2

SE1/4

E1/2SW1/4

U.S. Government Lot 3

Save and Except:

A parcel of land being a portion of the W1/2NW1/4, Section 19, Township 4 South, Range 7 East, Boise Meridian, Elmore County, Idaho, said parcel being more particularly described as follows:

Commencing at the brass cap marking the 1/4 corner common to Sections 18 and 19, Township 4 South, Range 7 East, Boise Meridian, Elmore County, Idaho;
thence South 89°46'41" West 2640.79 feet to the brass cap marking the corner common to Sections 18, 19, 24, and 13, said point being the Point of Beginning;
thence along the following courses and distances to iron pins:
North 89°46'41" East 750.20 feet;
thence South 00°17'11" East 2643.00 feet to the South line of said NW1/4;
thence South 89°47'28" West 750.50 feet along said south line;
thence North 00°16'48" West 2642.83 feet to the Point of Beginning.

Section 30: All

SAVE and EXCEPT the following parcel of land:

A parcel of land lying in the NE1/4 of Section 30, T4S, R7E, B.M. Elmore County, Idaho said parcel being more particularly described as follows:

Commencing at the Brass Cap witness corner to the corner common to Sections 20, 29, 30 and 19, T4S, R7E, B.M., Elmore County, Idaho, thence N00°09'00"W 2686.74 feet to the Brass Cap witness corner for the 1/4 corner common to said Sections 19 and 20;
Thence East 29.70 feet to said 1/4 corner common to Sections 19 and 20; thence S00°09'00"E 2686.74 feet to the said corner common to Sections 20, 29, 30 and 19;
thence, S00°07'03"E, 1290.28 feet along the line common to said Sections 30 and 29;
thence, N89°32'39"W 30.00 feet to an iron pin marking the Point of Beginning;
thence S00°07'03"E 1315.47 feet along a line 30 feet west of parallel with said line common to Sections 30 and 29 to a point, said point being witnessed by an iron pin which bears N00°07'03"W 10.00 feet from said point;
thence, N89°32'39"W 426.54 feet to a point, said point being witnessed by an iron pin which bears N00°07'03"W 10.00 feet from said point;
thence, N00°07'03"W 1315.47 feet to an iron pin,
thence, S89°32'39"E 426.54 feet to the Point of Beginning.

SUBJECT TO:

Easements and/or rights-of-way of record or in use.

TOGETHER WITH:

(See Attached)

CASE NO.: 06-428

LEGAL DESCRIPTION

an underground mainline easement running approximately 1000 feet adjacent to the unimproved road to the SW Corner of subject parcel.

SCHEDULE B

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

GENERAL (STANDARD) EXCEPTIONS

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.
4. Any lien, or right to a lien, imposed by law for services, labor or material heretofore or hereafter furnished, which lien, or right to a lien, is 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) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
6. Taxes or assessments which are not now payable or 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 of such proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.

EXCEPTION NO(S) are hereby omitted.

SPECIAL EXCEPTIONS

8. General taxes for the year 2006, which are a lien and are not yet due or payable.
9. The property described herein lies within the boundaries of the Mountain Home Irrigation District and is subject to any burdens incident to the operation of said District, as provided by law. (Both Tracts)
10. Power Line Easement granted by Ralph Groefsema and Dorothy Groefsema, his wife, to Idaho Power Company, a corporation, recorded September 19, 1951, as Instrument No. 82692, records of Elmore County, Idaho. (Affects NW1/4, SE1/4 and Lot 3, Sec. 19; and Lots 1, 2, 3, 4, E1/2W1/2, NE1/4, W1/2SE1/4 Sec. 30, T4S, R7E) (Tract I)
11. Power Line Easement granted by John Groefsema and Olive Groefsema, his wife, to Idaho Power Company, a corporation; recorded September 19, 1951, as Instrument No. 82693, records of Elmore County, Idaho. (Affects NW1/4, SE1/4, Lot 3, Sec. 19; and Lots 1, 2, 3, 4, E1/2W1/2, NE1/4, W1/2SE1/4-30, T4S, R7E) (Tract I)

(See Attached)

SCHEDULE B (continued)

EXCEPTIONS (continued)

12. Power Line Easement granted by Ralph Groefsema and Dorothy Groefsema, his wife, to Idaho Power Company, a corporation; recorded February 6, 1954, as Instrument No. 87255, records of Elmore County, Idaho. (Affects NW1/4, SE1/4, Lot 3, Sec. 19; and Lots 1, 2, 3, 4, E1/2W1/2, NE1/4, W1/2SE1/4, Sec. 30, T4S, R7E) (Tract I)
13. Power Line Easement granted by Ralph Groefsema and Dorothy Groefsema, his wife, to Idaho Power Company, a corporation; recorded July 31, 1961, as Instrument No. 109549, records of Elmore County, Idaho. (Affects NW1/4, SE1/4, Lot 3, Sec. 19; and Lots 1, 2, 3, 4, E1/2W1/2, NE1/4, W1/2SE1/4, Sec. 30, T4S, R7E) (Tract I)
14. Right of Way and Easement for public highway and incidental purposes granted by Bert S. Stone and Marie C. Stone, husband and wife to Mountain Home Highway District, a quasi-municipal corporation, recorded March 3, 1958, as Instrument No. 96709, in Book 3 of Highway Deeds at Page 62, records of Elmore County, Idaho. (Affects E1/2SE1/4, Sec. 30, T4S, R7E) (Tract I)
15. Right of Way for public highway and incidental purposes granted by Ralph Groefsema and Dorothy Groefsema, husband and wife, Harlan Olson and Beverly Olson, husband and wife, and Charles J. Olson and Doris J. Olson, husband and wife to Glenns Ferry Highway District, a quasi-municipal corporation, recorded November 18, 1968, as Instrument No. 138402, records of Elmore County, Idaho. (Affects NW1/4, SE1/4, Lots 3 Sec. 19; and Lots 1, 2, 3, 4, NE1/4, W1/2SE1/4, Sec. 30, T4S, R7E) (Tract I)
16. State of Idaho Easement granted by and through the State of Idaho, acting by and through the State Board of Land Commissioners and Mr. Gaylord Baldwin, a single man, recorded May 19, 1976, as Instrument No. 168395, records of Elmore County, Idaho. (Affects NE1/4, Sec. 19, T4S, R7E) (Tract I)
17. Easement for ditch and incidental purposes, granted by the State of Idaho to Ralph Groefsema, recorded January 5, 1953, in Book 41 of Miscellaneous Records at Page 75, records of Elmore County, Idaho. (Affects NW1/4, SE1/4, Lot 3, Sec. 19; and Lots 1, 2, 3, 4, E1/2W1/2, NE1/4, W1/2SE1/4 Sec. 30, T4S, R7E) (Tract I)
18. Power Line Easement granted by Harlan Olson and Beverly Olson, his wife, to Idaho Power Company, a corporation; recorded August 4, 1976, as Instrument No. 169608, records of Elmore County, Idaho. (Affects NE1/4 Sec. 19, T4S, R7E) (Tract I)
19. Road and Ditch Rights of Way appearing on the premises, but not of record. (Both Tracts)

(See Attached)

SCHEDULE B (continued)

EXCEPTIONS (continued)

20. Financing Statements, Seed and Farm Laborer's liens against crops which are filed in the office of the Secretary of State. (Both Tracts)
35. Easement for constructing and maintaining a natural gas pipeline over and across said premises, granted by State of Idaho, acting by and through the State Board of Land Commissioners, and Louis W. Brooks and Anna Marie Brooks, husband and wife, to Intermountain Gas Company; recorded June 3, 1965, as Instrument No. 125183, records of Elmore County, Idaho. (Tract II)
36. Oil and Gas Lease executed by the State of Idaho to the Ancshutz Corporation, Inc., recorded November 8, 1972, as Instrument No. 151319, records of Elmore County, Idaho. Subject to prior surface rights and improvements. (Tract II)
37. Power Line Easement dated May 27, 1977, granted by Craig Phillips and Marilyn Phillips and Robert L. Bruce and Karol Bruce, husband and wife, to Idaho Power Company; recorded January 20, 1978, as Instrument No. 178576, records of Elmore County, Idaho; over and across the North 30 feet of the NW1/4 and the West 30 feet of the NW1/4NE1/4, Section 36, Township 4 South, Range 5 East, Boise Meridian. (Tract II)
38. Idaho Mortgage, Security Agreement and Fixture Filing dated May 17, 2006, executed by Lance D. Funk and Lisa I. Funk, husband and wife, as Mortgagor; and Rabobank, N.A., as Mortgagee; secures the payment of \$2,236,000.00 together with interest and any other obligations secured thereby; recorded May 24, 2006, as Instrument No. 376233, records of Elmore County, Idaho.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "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 Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness 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 covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. 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 indebtedness 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 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, 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 adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter 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 and 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 which allege matters not insured by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, 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 hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction

and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company 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 any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest 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.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which 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. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, 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 proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which 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 records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which 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 other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. 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, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

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

(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, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which 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 which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (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.

CONDITIONS AND STIPULATIONS

(Continued)

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

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 and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

- (i) the Amount of Insurance stated in Schedule A; or,
- (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

- (i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or
- (ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

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 unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(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 therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any 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 the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay 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 hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. 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 or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. 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 of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 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 \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto 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, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

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

17. NOTICES WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to: Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.

OWNER'S POLICY OF TITLE INSURANCE

American Land Title Association (10/17/92)

Issued by

Commonwealth Land Title Insurance Company

Commonwealth Land Title Insurance Company
is a member of the LandAmerica family of title insurance
underwriters.



LandAmerica Financial Group, Inc.
101 Gateway Centre Parkway
Richmond, Virginia 23235-5153
www.landam.com

THANK YOU.

Title insurance provides for the protection of your real estate investment. We suggest you keep this policy in a safe place where it can be readily available for future reference.

If you have questions about title insurance or the coverage provided by this policy, contact the office that issued this policy, or you may call or write:

Commonwealth Land Title Insurance Company
Consumer Affairs
P.O. Box 27567
Richmond, Virginia 23261-7567
telephone, toll free: 800 446-7086
web: www.landam.com

We thank you for choosing to do business with Commonwealth Land Title Insurance Company, and look forward to meeting your future title insurance needs.

Commonwealth Land Title Insurance Company
is a member of the LandAmerica family of title insurance
underwriters.





PRIVACY POLICY NOTICE

Dear LandAmerica Customer:

The Financial Services Modernization Act, known as the Gramm-Leach-Bliley Act, requires us to explain to our customers the ways in which we collect and use customer information.

The statement attached to or on the reverse side of this letter is the privacy policy of the LandAmerica family of companies. The three largest members of the family – Commonwealth Land Title Insurance Company, Lawyers Title Insurance Corporation, and Transnation Title Insurance Company – may issue policies and handle real estate closings in virtually every part of the country. Some companies in the family provide other real estate services, and some operate more locally. You may review a list of LandAmerica companies on our website (www.landam.com). You may also visit our website for an explanation of our privacy practices relating to electronic communication.

Our concern with the protection of your information has been a part of our business since 1876, when the company that is now Commonwealth Land Title Insurance Company issued its first policy. We will continue to protect the privacy, accuracy, and security of customer information given to us.

No response to this notice is required, but if you have questions, please write to us:

LandAmerica Privacy
P.O. Box 27567
Richmond, VA 23261-7567.

LandAmerica Insurance Companies: Commonwealth Land Title Insurance Company, Commonwealth Land Title Insurance Company of New Jersey, Industrial Valley Title Insurance Company, Land Title Insurance Company, Lawyers Title Insurance Corporation, Title Insurance Company of America, Transnation Title Insurance Company, Transnation Title Insurance Company of New York

LandAmerica Title Agents(wholly-owned): American Title Company of Dallas and Fort Worth, Austin Title Company, ATACO, Inc., Albuquerque Title Company, Atlantic Title & Abstract Company, Capitol City Title Services, Inc., Commercial Settlements, Inc., Commonwealth Land Title Company; Commonwealth Land Title Company of Austin, Dallas, Fort Worth, Houston, Puget Sound, and Washington; Congress Abstract Corp., Gulf Atlantic, Lawyers Title Company; Lawyers Title of Arizona, El Paso, Nevada, and San Antonio; New Mexico Title Co., Partners Title Company, Pikes Peak Title Services, Property Title Ins. Co., Rainier Title Company, Texas OneStop, Texas Title Company, Title Transfer Service, Inc., Transnation Title & Escrow, Wilson Title Company

LandAmerica Title Agents (partially owned): Bankers Alliance Title Agency, Biltmore Abstract, CFS Title Insurance Agency, Charleston Title Agency, Charter Title Company of Fort Bend, Chatham Settlement, E. Title Agency, First Growth-Commonwealth Title Agency, First Title & Escrow, Inc., Four Star Title Agency, HL Title Agency, Jones & Tatom Title & Trust, Land Canada LTD., Land Title Associates, Lawyers Title Galveston, Lion Abstract, Longworth Insured, M/I Title Agency, M and M Title Services, National Land Transfer (NJ and PA), NIA/ Lawyers Title Agency, RE/Affirm Title Agency, Residential Abstract, Residential Title, Sibcy Cline Title Agency, Title Affiliates of Central Florida, Naples, Clearwater, Graham, Indian River, Orlando, Polk County, Tampa Bay, and West Central Florida; TransOhio Residential Title Agency, TRI Title Agency, TRI-County Title Agency-Michigan, Tri-State Title Agency, University Title Services,

Inspections, Appraisals, Mortgage Servicing, and Ancillary Services: Inspectech, Inc., LandAmerica OneStop, Inc., LandAmerica Account Servicing, Inc., LandAmerica Default Service Co., REalitics, TransAccount Services, Inc.

PRIVACY POLICY NOTICE

THE FOLLOWING FORM IS INTENDED FOR INFORMATION ONLY. IT ASSUMES THAT THE USER WILL NOT BE SHARING NONPUBLIC PERSONAL INFORMATION WITH NONAFFILIATED THIRD PARTIES EXCEPT TO CARRY OUT THE CUSTOMER'S TRANSACTION, TO PREVENT FRAUD AND UNAUTHORIZED TRANSACTIONS, FOR INSTITUTIONAL RISK CONTROL, TO RESOLVE CLAIMS, AND AS REQUIRED BY LAW. (16 CFR SECTIONS 313.14 AND 313.15)

GUARANTY TITLE INC. PRIVACY POLICY

We collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as your name, address, telephone number, or social security number;
- Information about your transactions with us, our affiliates, or others. We receive this information from your lender, attorney, real estate broker, etc; and
- Information from public records

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide the products or services requested by you or your lender.

We maintain physical, electronic, and procedural safeguards that comply with appropriate federal and state regulations.

Our concern with the protection of your information has been a part of our business since 1902, when the company began as an abstract company and now issues title insurance policies. We will continue to protect the privacy, accuracy, and security of customer information given to us.

No response to this notice is required, but if you have questions, please write to us:

Guaranty Title, Inc.
206 South 3rd East Street
Mountain Home, Idaho 83647

Initial: _____

TRUSTEES' DEED

HANS NEDEREND, JR. and JANENE NEDEREND, Co-Trustees of The
HANS NEDEREND JR. FAMILY TRUST ESTABLISHED NOVEMBER 10, 1995,
grantors and parties of the first part, and LANCE D. FUNK and
LISA I. FUNK, whose address is 3942 Rast Road, American Falls,
Idaho 83211 grantees and parties of the second part,
WITNESSETH, that the said parties of the first part, for good and
other valuable consideration, to them in hand paid by said
parties of the second part, the receipt whereof is hereby
acknowledged, does hereby grant, bargain, sell and convey without
warranty unto the said parties of the second part the following
property situated in Elmore County, State of Idaho, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

Instrument # 376232
Elmore County, Idaho
02:41pm May 24, 2006
For: GUARANTY TITLE INC
No. of Pages: 4 Fee: \$12.00
GAIL L. BEST, Recorder
Deputy: DLE

Together with all and singular the tenements, hereditaments, and
appurtenances thereunto belonging, or other wise appertaining,
and all estate, right, title and interest in and to the said
property.

TO HAVE AND TO HOLD, all and singular the above mentioned

and described premises, together with appurtenances, unto the party of the second part and their heirs and assigns forever.

DATED this 12th day of May, 2006.

HANS NEDEREND JR. FAMILY TRUST

By Hans Nederend, trustee

HANS NEDEREND, JR., trustee

By Janene M. Nederend, trustee
JANENE M. NEDEREND, trustee

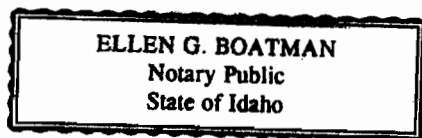
STATE OF IDAHO)
) ss.
COUNTY OF OWYHEE)

On this 15 day of may, 2006 before me a Notary Public in and for said State, personally appeared Hans Nederend Jr, Janene m Nederend known to me to be the persons whose names are subscribed to the within instrument as trustees of the Hans Nederend Jr. Family Trust 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.

Ellen G. Boatman

Notary Public for US Bank
Residing at: morang, Idaho
Comm Exp: 4-8-10



LEGAL DESCRIPTION

Tract I:

Township 4 South, Range 7 East, Boise Meridian, Elmore County,
Idaho

Section 19: NE1/4

E1/2NW1/4 and U.S. Government Lots 1 & 2

SE1/4

E1/2SW1/4

U.S. Government Lot 3

Save and Except:

A parcel of land being a portion of the W1/2NW1/4, Section 19,
Township 4 South, Range 7 East, Boise Meridian, Elmore County,
Idaho, said parcel being more particularly described as follows:

Commencing at the brass cap marking the 1/4 corner common to
Sections 18 and 19, Township 4 South, Range 7 East, Boise
Meridian, Elmore County, Idaho;
thence South 89°46'41" West 2640.79 feet to the brass cap
marking the corner common to Sections 18, 19, 24, and 13, said
point being the Point of Beginning;
thence along the following courses and distances to iron pins:
North 89°46'41" East 750.20 feet;
thence South 00°17'11" East 2643.00 feet to the South line of
said NW1/4;
thence South 89°47'28" West 750.50 feet along said south line;
thence North 00°16'48" West 2642.83 feet to the Point of
Beginning.

Section 30: All

SAVE and EXCEPT the following parcel of land:

A parcel of land lying in the NE1/4 of Section 30, T4S, R7E,
B.M. Elmore County, Idaho said parcel being more particularly
described as follows:

Commencing at the Brass Cap witness corner to the corner common
to Sections 20, 29, 30 and 19, T4S, R7E, B.M., Elmore County,
Idaho, thence N00°09'00"W 2686.74 feet to the Brass Cap witness
corner for the 1/4 corner common to said Sections 19 and 20;
Thence East 29.70 feet to said 1/4 corner common to Sections 19
and 20; thence
S00°09'00"E 2686.74 feet to the said corner common to Sections
20, 29, 30 and 19;
thence, S00°07'03"E, 1290.28 feet along the line common to said
Sections 30 and 29;
thence, N89°32'39"W 30.00 feet to an iron pin marking the Point
of Beginning;
thence S00°07'03"E 1315.47 feet along a line 30 feet west of

(See Attached)

LEGAL DESCRIPTION

parallel with said line common to Sections 30 and 29 to a point,
said point being witnessed by an iron pin which bears
N00°07'03"W 10.00 feet from said point;
thence, N89°32'39"W 426.54 feet to a point, said point being
witnessed by an iron pin which bears N00°07'03"W 10.00 feet from
said point;
thence, N00°07'03"W 1315.47 feet to an iron pin,
thence, S89°32'39"E 426.54 feet to the Point of Beginning.

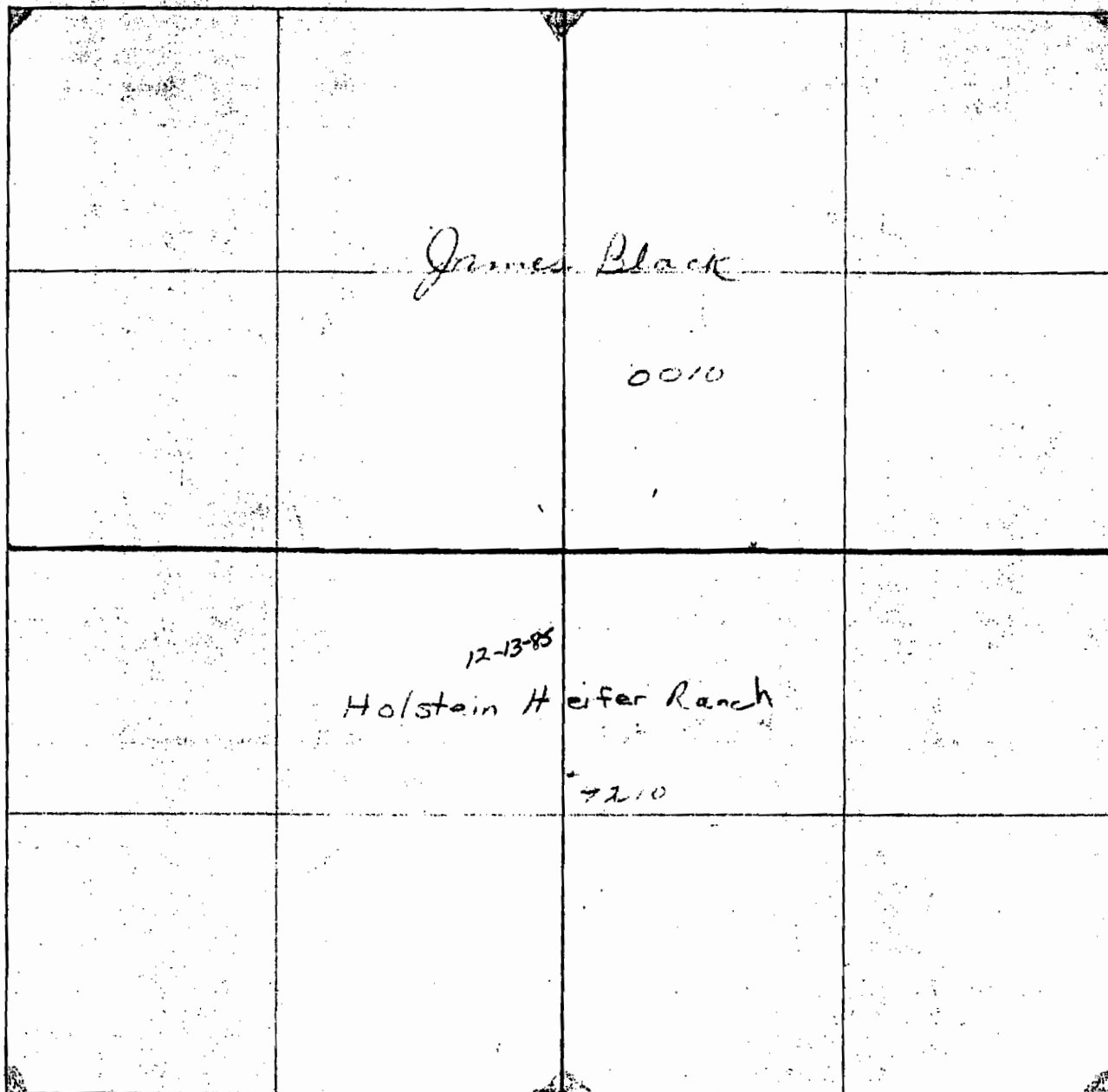
SUBJECT TO:
Easements and/or rights-of-way of record or in use.

TOGETHER WITH:
an underground mainline easement running approximately 1000 feet
adjacent to the unimproved road to the SW Corner of subject
parcel.

Tract II:
Township 4 South, Range 5 East, Boise Meridian, Elmore County,
Idaho

Section 36: N1/2

Section 36 Township 4S Range 5E E



THIS SKETCH IS FOR LOCATION
PURPOSES ONLY.
GUARANTY TITLE INC.
ASSUMES NO LIABILITY FOR VARIATIONS.

Section 19 Township 48 Range 7 E

LOT 1 40.01a.

LOT 2 39.95a.

LOT 3 39.89a.

LOT 4 39.83a.

Back on

Wedgeland Dairy

Section 30 Township 4 S. Range 7. E

Lot 1 39.81a			50 0510
Lot 2 39.87a	Hilliard		
Lot 3 39.93a			
Lot 4 39.99a			

This Sketch is for location
purposes only.
C. J. [illegible]
assumes no liability for variations.