

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

OCT 17 2023

DEPT OF WATER RESOURCES
SOUTHERN REGION

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
47-11026	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Duck Springs Hereford Ranch, Inc.

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Joan Kunkel

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or

1645 N 2500 E

Twin Falls

ID

83301

Mailing address

City

State

Zip

(208) 655-4275

Telephone

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
- ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
- ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 1998
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
- ☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:

- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☒ Filing fee (see instructions for further explanation):
- ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ No fee is required for pending adjudication claims.
- ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
- ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Joan Kunkel P.O.A. P.O.A. 10/17/23

Signature of new owner/claimant

Title, if applicable

Date

Print name

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

Print name

For IDWR Office Use Only:

Received by DM Date 10/17/2023 Receipt No. 5039968 Receipt Amt. \$25-

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by JB Date 11-17-23

WARRANTY DEED

For Value Received DUCK SPRINGS HEREFORD RANCH, INC., an Idaho corporation,

Hereinafter called the grantor, hereby grants, bargains, sells and conveys unto
BRUCE C. KUNKEL and JOAN KUNKEL,

Hereinafter called the grantee, the following described premises, in Twin Falls County, Idaho,
to-wit:

Section 24, Township 13, Range 16; NE NE
Section 13, Township 13, Range 16, SE SE
Section 13, Township 13, Range 16; NE SE, W½ SE
Section 27, Township 13, Range 16, N½ NE
Section 26, Township 13, Range 16; NW NW
Section 24, Township 13, Range 16; W½ NE; SE NE; NE NW;
S½ NW; E½ SW; SE½;
Section 23, Township 13, Range 16; SW¼ W½ SE
Section 13, Township 14, Range 16, Lot 4; SW NW
Section 12, Township 14, Range 16; NW NW; S½ NW; W½ SW
Section 11, Township 14, Range 16, NE NE; SE SE
Section 2, Township 14, Range 16; SW NE; Lot 4; S½ NW;
E½ SW; W½ SE
Section 2, Township 14, Range 16; SE NE; E½ SE
Section 1, Township 14, Range 16, Lots 1 & 2; S½ NE;
Lot 3; SE NW; NE SE

EMIL J. PIKE

Emil J. Pike

1998003298

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee
and to the Grantee's, heirs and assigns forever. And the said Grantor does hereby
covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises;
that they are free from all incumbrances except as described above and that Grantor will warrant
and defend the same from all lawful claims whatsoever.

Dated: Feb 24, 1998

DUCK SPRINGS HEREFORD RANCH, INC.

By: Bruce Kunkel
President

STATE OF IDAHO, COUNTY OF

On this 24 day of Feb, 1998,
before me, a notary public in and for said State, per-
sonally appeared Bruce Kunkel, known to
me as the President of Duck Springs
Hereford Ranch, Inc.

known to me to be the person whose name
subscribed to the within instrument, and acknowledged to
me that he executed the same.

Emil J. Pike
Notary Public
Residing at Twin Falls, Idaho
Comm. Expires 9-28-98

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 _____,
19____, in my office, and duly recorded in Book
of Deeds at page _____

Ex-Officio Recorder

By _____ Deputy.

Fees \$
Mall to:

INSTRUMENT No.

DURABLE POWER OF ATTORNEY

OF

JOAN D. KUNKEL

I, **JOAN D. KUNKEL**, of Twin Falls, ID, hereby revoke all powers-of-attorney heretofore given by me and appoint **ALEX NEAL KUNKEL** as my attorney-in-fact for me and in my name, place and stead, to do and perform all acts concerning my property and any interest therein, real, personal, and mixed, tangible and intangible, and whether held by me outright, or as community property, or jointly or as tenant in common with any other party or parties, including my attorney-in-fact, upon such terms, conditions, and considerations as my attorney-in-fact shall deem proper and advisable, as fully and effectually as I could do if personally present and acting, including, but not limited to, the following matters:

A. Real Property Transactions

1. To buy, contract to buy, lease, or rent for any term real estate or any options or interests therein;
2. To sell, contract to sell, mortgage, encumber, exchange, lease or rent, or otherwise dispose of, any real estate in which I now have an interest or in which I may hereafter acquire an interest;
3. To manage, utilize, conserve, demolish, repair, rebuild, or to improve any real estate or structure on real estate, owned or claimed to be owned by me in whole or in part; and
4. To protect the same by action, proceeding or otherwise, including, but not limited to, the recovery of possession and removal of tenants or other persons.

B. Banking Transactions

1. To deposit in or withdraw from any bank, savings and loan association, trust company, or other financial institution any funds, checks, certificates of deposit, or other credits which I now own or subsequently may have on deposit or to which I may be entitled;
2. To endorse, cash, and receive the proceeds of any checks, vouchers, certificates of deposit, or other instrument for the payment of money;
3. To receive statements, vouchers, notices or the documents of any bank or financial institution concerning any and all accounts or banking transactions in my name or in which I may have an interest;
4. To have access for all purposes to any and all safe deposit boxes or vaults rented in my name or in the name of any other person or persons and myself, with full power to use the same for safekeeping any property or papers, and to remove at

any time, or from time to time, all or any part of the contents of any such box or vault; and

5. To borrow money or to execute in my name any instrument evidencing indebtedness incurred in my behalf and to give security therefore, and to extend and renew any indebtedness so incurred or which I have incurred, or for the payment of which I may in any way be liable.

C. INVESTMENT TRANSACTIONS

1. To purchase, sell, exchange, or otherwise carry on transactions concerning any shares of stock, bonds, securities and other investments;
2. To act as my attorney or proxy with respect to any shares of stock, bonds, or other investments I may now hold or subsequently acquire; and
3. To carry on transactions concerning any account, including margin accounts, I may have with any securities broker.

D. MISCELLANEOUS

1. To execute and file income and other tax returns and declarations of estimated tax required to be made by me and to make such elections and execute such consents as my attorney-in-fact deems proper;
2. To transfer any and all of my assets to any revocable or irrevocable inter vivos trust or trusts created by me, whether or not such trusts are now in existence;
3. To sign, seal, execute, acknowledge and deliver any and all instruments in writing of any kind necessary and convenient, containing such terms and conditions and such warranties and covenants, if any, as may be necessary to accomplish any of the powers granted to my attorney-in-fact;
4. To purchase United States Treasury Bonds which may be redeemed at par in payment of federal estate tax; and
5. To modify, reform, renegotiate, or rescind any contract or obligation made before this time or subsequently by me or in my behalf.

E. HEALTH CARE

1. My attorney-in-fact shall have the authority to make health care decisions for me; however, if I have signed a Health Care Directive Regarding Life Sustaining Treatment, or any other similarly titled document, it is my intent that it shall take precedence over this Health Care Power of Attorney and remove the burden of decision making from my attorney-in-fact, family and friends. In order to give my attorney-in-fact full discretion to make health care decisions on my behalf, I choose not to list specific powers or to limit my attorney-in-fact's discretion in any way except as noted in this paragraph.

F. LIFE INSURANCE

1. Notwithstanding the generality of any other provision in this General Power of Attorney, my attorney-in-fact shall have no authority or power, directly or indirectly, to exercise any of the incidents of ownership over any policy of insurance owned by me on the life of such attorney, other than policies owned by such attorney and me as community property.

G. GENERAL PROVISIONS.

1. This Power of Attorney shall become effective immediately and shall endure and survive my disability or incompetency. Disability shall include my inability to manage my property and affairs effectively for reasons such as mental illness, mental deficiency, or physical disability or illness.
2. I specifically permit the person acting under this Power of Attorney, or any successor, as my personal representative for all purposes relating to my Protected Health Information (PHI), as provided in 45 CFR 164.502(g)(2), and such person is authorized to obtain my PHI, other health information, or other medical records, including (but not limited to) testimony of physicians or other health care providers from any source whatever, all in accordance with any requirements imposed by the Health Insurance Portability and Accountability Act as it now provides or may hereafter be amended to provide.
3. I give to my attorney-in-fact full power of substitution, hereby empowering my attorney-in-fact to delegate all or any part of the powers hereby conferred to one or more substitute attorneys-in-fact upon such terms and conditions as my attorney-in-fact may specify.
4. All business transacted for me or for my account shall be transacted in my name, and all endorsements and instruments executed by my attorney-in-fact for the purpose of carrying out any of these powers, shall contain my name, followed by that of my attorney-in-fact and the designation "attorney-in-fact."

I hereby ratify and confirm all lawful acts done and caused to be done by my attorney-in-fact and any substitute attorney-in-fact pursuant to this Power of Attorney.

I direct that this Power of Attorney shall continue in effect unless and until expressly terminated by me. This Power of Attorney shall not be affected by my disability or incompetence, whether temporary or permanent.

If the authority of this Power of Attorney shall be revoked or terminated by me, I agree for myself, and my executors, administrators, and assigns in consideration of my attorney-in-fact's willingness to act as pursuant to this Power of Attorney, to save and hold my attorney-in-fact harmless from any loss suffered or liability incurred by my attorney-in-fact in so acting in good faith after such revocation or termination without notice.

H. SPECIAL PROVISIONS

The principal intends that the attorney-in-fact shall have powers to make, amend, alter, and revoke any of the Principal's wills, codicils, life insurance beneficiary designations, employee plan benefit designations or trust agreements, and shall have the powers to make any gifts of property owned by the principal, to make gifts of property to any trusts (whether or not created by the principal), and to disclaim property.

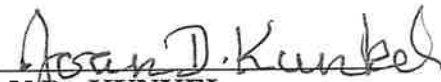
MISCELLANEOUS PROVISIONS

Intent to Obviate Need for Guardianship/Conservatorship: It is the Principal's intent that the power to the attorney-in-fact designated herein be interpreted to be so broad as to obviate the need for the appointment of a guardian for the person or conservator for the estate of the Principal. If a guardian and/or conservator should eventually need to be appointed, the Principal requests that **ALEX NEAL KUNKEL** be appointed as guardian and conservator.

Accounting: The attorney-in-fact shall be required to account to any subsequently appointed personal representative for the Principal. The attorney-in-fact shall prepare semi-annual balance sheets.

Reliance of Photocopy Hereof: Third parties shall be entitled to rely upon a photocopy of the signed original hereof, as opposed to a certified copy of the same.

Applicable Law: The laws of the State of Idaho shall govern this power of attorney.



JOAN D. KUNKEL

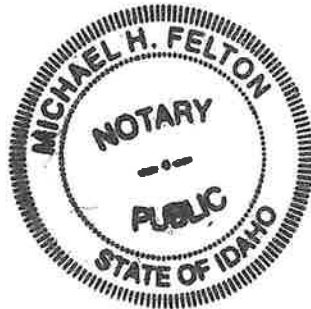
STATE OF IDAHO)
 : ss
County of Twin Falls)

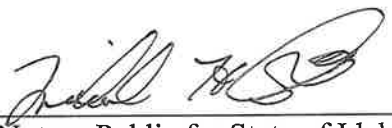
On this 17th day of December, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **JOAN D. KUNKEL**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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


JOAN D. KUNKEL

SUBSCRIBED AND SWORN to before me this 17th day of December, 2015.




Notary Public for State of Idaho
Residing at Buhl, Idaho
My Commission Expires: 07/16/17

AFFIDAVIT RE:

DEATH OF BRUCE C. KUNKEL

STATE OF IDAHO)
) ss.
County of Twin Falls)

TWIN FALLS COUNTY
Recorded for:

MICHAEL H FELTON
8:42:46 AM 11-12-2015

2015-019748

No. Pages: 1 Fee: \$ 10.00

KRISTINA GLASCOCK

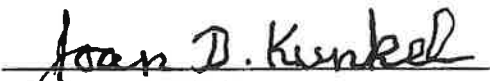
County Clerk

Deputy: DWRIGHT

JOAN D. KUNKEL, being first duly sworn, on oath, states as follows:

1. That this affidavit is based upon my own knowledge.
2. That **BRUCE C. KUNKEL**, decedent, passed away on October 30, 2015, at Twin Falls, ID, Twin Falls County, Idaho, and that his State of Idaho Death Certificate was issued and bears State File No. 2015-10642.
3. That I am the surviving wife of decedent.
4. That decedent and I entered into a Property Transfer Agreement (See *Idaho Code 15-6-201*) on February 10, 2015, which was recorded in Twin Falls County, Idaho, on September 17, 2015 as Instrument No. 2015-015975 and that said agreement was in full force and effect as of the date of decedent's death.

DATED this 10th day of November, 2015


JOAN D. KUNKEL

SUBSCRIBED and SWORN to before me this 10th day of November, 2015.




NOTARY PUBLIC FOR IDAHO
Residing at Buhl, Idaho
My Commission Expires: 07/16/17

AMENDED COMMUNITY PROPERTY TRANSFER AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of February, 2015, by and between **BRUCE C. KUNKEL**, husband, and **JOAN D. KUNKEL**, wife, relative to property owned by them and the disposition thereof upon the death of either of the parties hereto as provided by § 15-6-201 of the Idaho Code.

WITNESSETH:

(1) The parties hereto are husband and wife and were married on September 13, 1959 in Twin Falls, Idaho.

(2) We certify that the following described real and personal property was either acquired by us from our joint efforts while married and while living together as husband and wife in a community property state, and that the same is the community property of the parties hereto or is the sole and separate property of one of us and we desire that the survivor of the two of us should own said property.

(3) The legal description of said real properties covered by this agreement is as follows:

Section 5, Township 14, Range 16 East of the Boise Meridian, Twin Falls County, Idaho

Lot 1; SE¼ NE¼

Parcel Number RP14S16E050000A

Section 32, Township 13, Range 16 East of the Boise Meridian, Twin Falls County, Idaho

E½ NE¼; SE¼

Parcel Number RP13S16E320000A

Section 4, Township 14, Range 16 East of the Boise Meridian, Twin Falls County, Idaho

Lots 3 & 4; S½ NW¼

Parcel Number RP14S16E042400A

Section 2, Township 14, Range 16 East of the Boise Meridian, Twin Falls County, Idaho

W½ SW¼

Parcel Number RP14S16E025400A

Section 3, Township 14, Range 16 East of the Boise Meridian, Twin Falls County, Idaho
Lots 1, 2 & 3; S½ N½
Parcel Number RP14S16E030020A

Section 3, Township 14, Range 16 East of the Boise Meridian, Twin Falls County, Idaho
S½ of Section, Except S½ SE¼ & S 875 of NE¼ SE¼
Parcel Number RP14S16E034810A

Section 2, Township 14, Range 16 East of the Boise Meridian, Twin Falls County, Idaho
SW¼ NE¼; Lot 4; S½ NW¼; E½ SW¼; W½ SE¼
Parcel Number RP14S16E021200A

Section 2, Township 14, Range 16 East of Boise Meridian, Twin Falls County, Idaho
SE¼ NE¼; E½ SE¼
Parcel Number RP14S16E021800A

Section 11, Township 14, Range 16 East of the Boise Meridian, Twin Falls County, Idaho
NE¼ NE¼
Parcel Number RP14S16E110000A

Section 1, Township 14, Range 16 East of the Boise Meridian, Twin Falls County, Idaho
Lots 1 & 2; S½ NE¼; Lot 3; SE¼ NW¼; NE¼ SE¼
Parcel Number RP14S16E010000A

Section 6, Township 14, Range 17 East of the Boise Meridian Twin Falls County, Idaho
Lots 3, 4 & 5; SE¼ NW¼; Lot 6
Parcel Number RP14S17E062400A

Section 22, Township 13, Range 16 East of the Boise Meridian, Twin Falls County, Idaho
W½ NW¼; NW¼ SW¼
Parcel Number RP13S16E223000A

Section 23, Township 13, Range 16 East of the Boise Meridian, Twin Falls County, Idaho
SW¼; W½ SE¼
Parcel Number RP13S16E234800A

**Section 22, Township 13, Range 16 East of the Boise Meridian, Twin
Falls County, Idaho
S½ SE¼
Parcel Number RP13S16E228400A**

**Section 13, Township 13, Range 16 East of the Boise Meridian, Twin
Falls County, Idaho
NE¼ SE¼; W½ SE¼
Parcel Number RP13S16E137200A**

**Section 13, Township 13, Range 16 East of the Boise Meridian, Twin
Falls County, Idaho
SE¼ SE¼
Parcel Number RP13S16E139000A**

**Section 24, Township 13, Range 16 East of the Boise Meridian, Twin
Falls County, Idaho
NE¼ NE¼
Parcel Number RP13S16E240000A**

**Section 24, Township 13, Range 16 East of the Boise Meridian, Twin
Falls County, Idaho
W½ NE¼; SE¼ NE¼; NE¼ NW¼ ; S½ NW¼; E½ SW¼; SE¼
Parcel Number RP13S16E240600A**

(4) The personal property affected by this agreement is described as follows:

All Checking and/or Savings Accounts;
All household furniture, furnishings and appliances;
All automobiles and other vehicles;
All accounts, contracts and notes receivable;
All shares of stock in foreign or domestic corporations;
All bonds, including U.S. Savings Bonds;
Personal effects; and
All other items of personal property of a similar nature.

(5) That upon the death of either of the parties hereto, the property described herein shall vest in the survivor absolutely, subject to the liabilities imposed by 15-6-201 of the Idaho Code.

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

Bruce C. Kunkel
BRUCE C. KUNKEL

Joan D. Kunkel
JOAN D. KUNKEL

STATE OF IDAHO)
 : ss
County of Twin Falls)

On this 10TH day of February, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **BRUCE C. KUNKEL** and **JOAN D. KUNKEL**, husband and wife, known or identified to me to be the persons whose names are subscribed to the foregoing 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 last above written.



Michael H. Felton
Notary Public for State of Idaho
Residing at Buhl, Idaho
My Commission Expires: 07/16/2017



IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

November 17, 2023

JOAN D KUNKEL
1645 N 2500 E
TWIN FALLS ID 83301-0602

Re: Change in Ownership for Water Right No(s): 47-11026

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 293-9909.

Sincerely,

Jim Bitzenburg
Water Rights Supervisor

Enclosure(s)