

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
SEP 27 2017

Notice of Change in Water Right Ownership Department of Water Resources Eastern Region

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check “Yes” in the “Split?” column. 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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
33-14929 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
33-14931 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
33-14949 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
33-14950 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

- | | | | | |
|------------------------------|--|----------------|---------------------------------|-----------------------------|
| 2. Previous Owner's Name: | Make & Break Construction & Demolition; Tom K. and Debra L. Walker | | | |
| | Name of current water right holder/claimant | | | |
| 3. New Owner(s)/Claimant(s): | Pancheri Brothers, LLC | | | |
| | New owner(s) as listed on the conveyance document | Name connector | ☐ and | ☐ or |
| | | ID | ☐ and/or | |
| 1460 Highway 33 | Howe | | 83244 | |
| Mailing address | City | State | ZIP | |
| Telephone | Email | | | |

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

5. Date you acquired the water rights and/or claims listed above: May 31, June 6

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

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):
- o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o 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.
- SUPPORT DATA
IN FILE # 33-14929

SUPPORT DATA

IN FILE # 33-14929

- | | | |
|--|----------------------|------------------|
| 8. Signature: <u></u> | <u>Attorney</u> | <u>9/25/2017</u> |
| Signature of new owner/claimant | Title, if applicable | Date |
| Signature: _____ | _____ | _____ |
| Signature of new owner/claimant | Title, if applicable | Date |

For IDWR Office Use Only:

Received by JB Date 9/27/2017 Receipt No. E043424 Receipt Amt. \$100. -
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 JB Processed by JB Date 10/16/2017

NO. 54675
RECORDED

JUN 07 2017

1:50

BUTTE COUNTY RECORDER

P.M.

WARRANTY DEED

THIS INDENTURE is made this 16 day of June, 2017, by TOM K. WALKER and DEBRA L. WALKER, husband and wife, the "Grantor", to PANCHERI BROTHERS LLC, an Idaho limited liability company, whose mailing address is 1460 Highway 33, Howe, Idaho, 83244, the "Grantee".

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

Township 6 North, Range 29 East, B.M., Butte County, Idaho

Section 26: E $\frac{1}{2}$ SW $\frac{1}{4}$

SUBJECT TO THE FOLLOWING:

1. All real property taxes and assessments for the current year; all existing patent reservations, easements, rights of way, and restrictive covenants of record; all applicable zoning ordinances, building codes, laws and regulations; and all matters that would be disclosed by an accurate survey or inspection of the above-described property.
2. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by survey recorded August 3, 2009, as Instrument No. 47028.
3. Right-of-way or easement of 3700 North.

TOGETHER WITH any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights, including but not limited to, Water Right Nos. 33-14929 and 33-14931, in anywise appertaining to the property herein described as well in law as in equity.

AND TOGETHER WITH all pumps, panels, mainline, and all other irrigation equipment of any nature owned by Grantor and located on the above-described property.

TO HAVE AND TO HOLD the property and the appurtenances unto the Grantee, and to the Grantee's successors and assigns forever. The Grantor and the Grantor's heirs and successors shall warrant and defend the property in the quiet and peaceable possession of the Grantee and the Grantee's successors and assigns, against the Grantor and the Grantor's heirs and successors, and

against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the property as of the date hereof, subject to the matters set forth above.

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

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

GRANTOR:

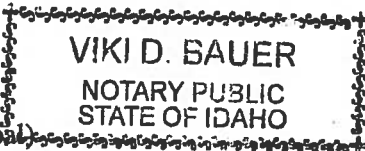
Tom K. Walker
TOM K. WALKER

Debra L. Walker
DEBRA L. WALKER

STATE OF IDAHO)
)ss.
County of Bingham)

On the 16 day of June, 2017, before me, the undersigned, a notary public in and for said State, personally appeared Tom K. Walker and Debra L. Walker, husband and wife, known or identified to me to be the persons whose name are subscribed to the within instrument and acknowledged to me that they executed the same.

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

VIKI D. BAUER
NOTARY PUBLIC
STATE OF IDAHO
(S691)

Viki D. Bauer
Notary Public for Idaho
Residing at Blackfoot
My Commission Expires: 3-29-20

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NO. 54675

RECORDED

JUN 07 2017

1:50

BUTTE COUNTY RECORDER

WARRANTY DEED

THIS INDENTURE is made this 16 day of June, 2017, by TOM K. WALKER and DEBRA L. WALKER, husband and wife, the "Grantor", to PANCHERI BROTHERS LLC, an Idaho limited liability company, whose mailing address is 1460 Highway 33, Howe, Idaho, 83244, the "Grantee".

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

Township 6 North, Range 29 East, B.M., Butte County, Idaho

Section 26: E $\frac{1}{2}$ SW $\frac{1}{4}$

SUBJECT TO THE FOLLOWING:

1. All real property taxes and assessments for the current year; all existing patent reservations, easements, rights of way, and restrictive covenants of record; all applicable zoning ordinances, building codes, laws and regulations; and all matters that would be disclosed by an accurate survey or inspection of the above-described property.
2. All matters, and any rights, easements, interests or claims which may exist by reason thereof, disclosed by survey recorded August 3, 2009, as Instrument No. 47028.
3. Right-of-way or easement of 3700 North.

TOGETHER WITH any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights, including but not limited to, Water Right Nos. 33-14929 and 33-14931, in anywise appertaining to the property herein described as well in law as in equity.

AND TOGETHER WITH all pumps, panels, mainline, and all other irrigation equipment of any nature owned by Grantor and located on the above-described property.

TO HAVE AND TO HOLD the property and the appurtenances unto the Grantee, and to the Grantee's successors and assigns forever. The Grantor and the Grantor's heirs and successors shall warrant and defend the property in the quiet and peaceable possession of the Grantee and the Grantee's successors and assigns, against the Grantor and the Grantor's heirs and successors, and

against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the property as of the date hereof, subject to the matters set forth above.

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

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

GRANTOR:

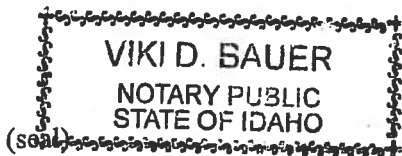
Tom K. Walker
TOM K. WALKER

Debra L. Walker
DEBRA L. WALKER

STATE OF IDAHO)
)ss.
County of Bingham)

On the 16 day of June, 2017, before me, the undersigned, a notary public in and for said State, personally appeared Tom K. Walker and Debra L. Walker, husband and wife, known or identified to me to be the persons whose name are subscribed to the within instrument and acknowledged to me that they executed the same.

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



Viki D. Bauer
Notary Public for Idaho
Residing at Blackfoot
My Commission Expires: 3-29-20

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NO. 1054673
RECORDED

JUN 06 2017

RECORDING REQUESTED BY:
Charles Homer
Holden Kidwell Hahn & Crapo, PLLC
PO Box 50130
Idaho Falls, Idaho 83405

A.M. 2:55 P.M.
BUTTE COUNTY RECORDER
Jim Harnett

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WARRANTY DEED

THIS INDENTURE is made this 31st day of May, 2017, by MERLIN SMITH, SR., a married man as his sole and separate property, and MAKE AND BREAK CONSTRUCTION AND DEMOLITION, LLC, an Idaho Limited Liability Company (collectively the "Grantor"), to PANCHERI BROTHERS, LLC, an Idaho Limited Liability Company, whose mailing address is 1460 Highway 33, Howe, Idaho, 83244 (the "Grantee").

WITNESSETH:

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

PARCEL 1:

A PORTION OF THE SW $\frac{1}{4}$ OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 29 EAST, BOISE MERIDIAN, BUTTE COUNTY, IDAHO, AS SHOWN ON A RECORD OF SURVEY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 26, SAID CORNER ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY BOUNDARY OF THE SW $\frac{1}{4}$ OF SAID SECTION, N. 00°28'53" W. 2,233.30 FEET; THENCE N. 89°55'52" E. 990.21 FEET; THENCE N. 00°28'53" W. 440.09 FEET, TO THE NORTH BOUNDARY OF THE SW $\frac{1}{4}$; THENCE N. 89°55'52" E. 1,630.25 FEET TO THE NORTHEAST CORNER OF THE SW $\frac{1}{4}$; THENCE ALONG THE EASTERLY BOUNDARY OF THE SW $\frac{1}{4}$, S. 00°21'59" E. 2,687.14 FEET; THENCE ALONG THE SOUTHERLY BOUNDARY OF THE SW $\frac{1}{4}$, N. 89°46'01" W. 2,615.21 FEET TO THE POINT OF BEGINNING.

LESS and EXCEPTING:

TOWNSHIP 6 NORTH, RANGE 29 EAST, B.M., BUTTE COUNTY, IDAHO
SECTION 26: E½SW¼

ALSO LESS and EXCEPTING:

PART OF THE SOUTHWEST ¼ SECTION 26, TOWNSHIP 6 NORTH, RANGE 29 EAST B.M. BUTTE COUNTY, IDAHO DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 26; THENCE N 00°28'53" W 1030.64 FEET ALONG THE SECTION LINE; THENCE N 89°31'07" E 33.00 FEET TO A POINT ON A CURVE TO THE LEFT WHOSE CENTER BEARS N 76°18'05" E 1325.00 FEET; THENCE SOUTHEASTERLY 1753.46 FEET ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 75°49'24" AND A LONG CHORD WHICH BEARS S 51°36'37" E 1628.28 FEET; THENCE LEAVING SAID CURVE S 00°13'59" W 25.00 FEET TO A POINT ON THE SOUTH LINE OF SECTION 26; THENCE N 89°46'01" W 1300.51 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

AND ALSO LESS AND EXCEPTING:

PART OF THE SOUTHWEST ¼ SECTION 26, TOWNSHIP 6 NORTH, RANGE 29 EAST B.M. BUTTE COUNTY, IDAHO DESCRIBED AS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 26; THENCE N 00°28'53" W 1636.55 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING; THENCE N 00°28'53" W 596.75 FEET CONTINUING ALONG SAID SECTION LINE; THENCE N 89°55'52" E 347.89 FEET TO A POINT ON A CURVE TO THE LEFT WHOSE CENTER BEARS S 47°51'41" E 1325.00 FEET; THENCE SOUTHWESTERLY 679.95 FEET ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 29°24'09" AND A LONG CHORD WHICH BEARS S 27°26'14" W 672.52 FEET; THENCE S 89°31'07" W 33.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

TOGETHER WITH AN IRRIGATION EASEMENT DESCRIBED AS:

A PORTION OF THE NW¼SW¼ OF SECTION 26, TOWNSHIP 6 NORTH, RANGE 29 EAST, BOISE MERIDIAN, BUTTE COUNTY, IDAHO, AS SHOWN ON A RECORD OF SURVEY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 26; THENCE ALONG THE WESTERLY BOUNDARY OF THE SW¼, N. 00°28'53" W. 2,233.30 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N. 00°28'53" W. 440.09 FEET;

THENCE ALONG THE NORTHERLY BOUNDARY OF THE SW¼, N. 89°55'52" E. 63.00 FEET;

THENCE S. 00°28'53" E. 30.00 FEET;

THENCE S. 89°55'52" W. 20.00 FEET;

THENCE S. 00°28'53" E. 410.09 FEET;
THENCE S. 89°55'52" W. 43.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

PART OF THE SOUTHWEST ¼ SECTION 26, TOWNSHIP 6 NORTH, RANGE 29 EAST B.M. BUTTE COUNTY, IDAHO DESCRIBED AS:
BEGINNING AT THE SOUTHWEST CORNER OF SECTION 26; THENCE N 00°28'53" W 1030.64 FEET ALONG THE SECTION LINE; THENCE N 89°31'07" E 33.00 FEET TO A POINT ON A CURVE TO THE LEFT WHOSE CENTER BEARS N 76°18'05" E 1325.00 FEET; THENCE SOUTHEASTERLY 1753.46 FEET ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 75°49'24" AND A LONG CHORD WHICH BEARS S 51°36'37" E 1628.28 FEET; THENCE LEAVING SAID CURVE S 00°13'59" W 25.00 FEET TO A POINT ON THE SOUTH LINE OF SECTION 26; THENCE N 89°46'01" W 1300.51 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

PARCEL 4:

PART OF THE SOUTHWEST ¼ SECTION 26, TOWNSHIP 6 NORTH, RANGE 29 EAST B.M. BUTTE COUNTY, IDAHO DESCRIBED AS:
COMMENCING AT THE SOUTHWEST CORNER OF SECTION 26; THENCE N 00°28'53" W 1636.55 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING; THENCE N 00°28'53" W 596.75 FEET CONTINUING ALONG SAID SECTION LINE; THENCE N 89°55'52" E 347.89 FEET TO A POINT ON A CURVE TO THE LEFT WHOSE CENTER BEARS S 47°51'41" E 1325.00 FEET; THENCE SOUTHWESTERLY 679.95 FEET ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 29°24'09" AND A LONG CHORD WHICH BEARS S 27°26'14" W 672.52 FEET; THENCE S 89°31'07" W 33.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights, including but not limited to, Water Right Nos. 33-14929 and 33-14931, in anywise appertaining to the property herein described as well in law as in equity. PROVIDED, HOWEVER, that Water Right Nos. 33-14930 and 33-14928 are excepted therefrom and are expressly reserved unto Grantor.

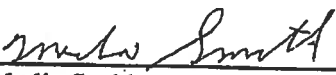
Together with all pumps, panels, mainline, and all other irrigation equipment of any nature owned by Grantor and located on the above-described property.

Subject to all existing rights-of-ways for public highways, protective covenants, utility lines, existing roadways, irrigation ditches and all building, zoning and other restrictions of use and all encumbrances of record.

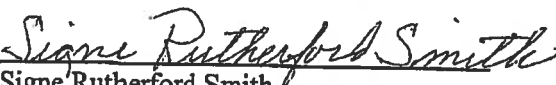
TO HAVE AND TO HOLD the property and the appurtenances unto the Grantee, and to the Grantee's successors and assigns forever. The Grantor and the Grantor's successors shall warrant and defend the property in the quiet and peaceable possession of the Grantee and the Grantee's successors and assigns, against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

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

DATED as of the day and year first above written.


Merlin Smith, Sr.

The undersigned spouse of Merlin Smith, Sr., acknowledges and agrees that the property described in the foregoing Warranty Deed is the sole and separate property of Merlin Smith, Sr. In the event the undersigned has any community property interest or other interest in such property, such interest shall be subject to the terms of the foregoing Warranty Deed and shall be transferred and conveyed to the above named Grantee in accordance with the terms and conditions of the foregoing Warranty Deed.


Signe Rutherford Smith

Make and Break Construction and Demolition, LLC


By: Merlin Smith, Jr.
Its: Member

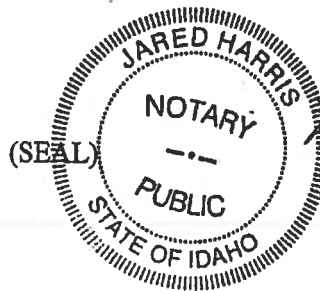
STATE OF IDAHO)

: ss.

County of Bingham)

On this 31st day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared MERLIN SMITH, SR., a married man as his sole and separate property, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



Jared Harris
Notary Public for Idaho

Residing at: Bluffton

My Commission Expires: 4/23/23

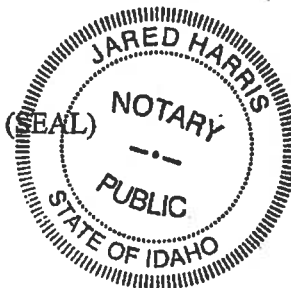
STATE OF IDAHO)

: ss.

County of Bingham)

On this 31st day of May, 2017, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared SIGNE RUTHERFORD SMITH, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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



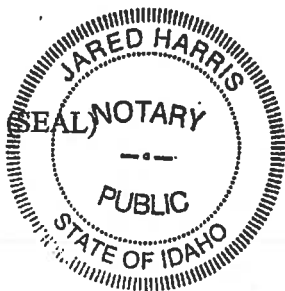
Jared Harris
Notary Public for Idaho

Residing at: Bluffton

My Commission Expires: 4/23/23

STATE OF IDAHO)
) ss
County of Bingham)

I, a notary public, do hereby certify that on this 26th day of May, 2017, personally appeared before me MERLIN SMITH, JR., who, being by me first duly sworn, declared that he is a Member of MAKE AND BREAK CONSTRUCTION AND DEMOLITION, LLC, an Idaho Limited Liability Company, and the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.



Jared Harris
Notary Public for Idaho
Residing at Blackfoot
My Commission Expires: 2/23/23

NO. 052288

RECORDED

JAN 27 2015

RECORDING REQUESTED BY:

Baker & Harris
266 W Bridge
Blackfoot, ID 83221

529028

11:22 A.M. P.M.
BUTTE COUNTY RECORDER
Baker & Harris

space above this line for Recording use only

WARRANTY DEED

For Value Received, MERLIN SMITH, SR., a married man dealing with his sole and separate property, the Grantor, does hereby grant, bargain, sell, and convey unto PANCHERI BROTHERS, LLC, an Idaho Limited Liability Company, of 1460 Highway 33, Howe, Idaho, 83244, the Grantee, the following-described premises, located in Butte County, Idaho, to-wit:

Township 6 North, Range 29 E.B.M., Butte County, Idaho:
Section 27: SE1/4, Except County Road.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

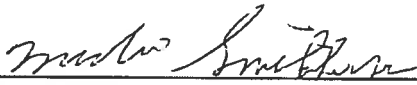
Together with all pumps, panels, mainline, and all other irrigation equipment of any nature owned by Grantor and located on the above-described premises.

Subject to all existing rights-of-ways for public highways, protective covenants, utility lines, existing roadways, irrigation ditches and all building, zoning and other restrictions of use and all encumbrances of record.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said GRANTEE, its successors and assigns forever. This conveyance includes any and all water rights appurtenant to said premises, including but not limited to Water Right No. 33-2040 and Water Right No. 33-14904. The said Grantor does hereby covenant to and with the said Grantee, that he is the owners in fee simple of said premises; that said premises are free from all encumbrances except as hereinabove set forth and that he will warrant and defend the same from

all lawful claims whatsoever.

DATED this 23rd day of January, 2015.


Merlin Smith, Sr.

The undersigned spouse of Merlin Smith, Sr. acknowledges and agrees that the property described in the foregoing Warranty Deed is the sole and separate property of Merlin Smith, Sr. In the event the undersigned has any community property interest or other interest in such property, such interest shall be subject to the terms of the foregoing Warranty Deed and shall be transferred and conveyed to the above name Grantee in accordance with the terms and conditions of the foregoing Warranty Deed.


Signe Rutherford Smith

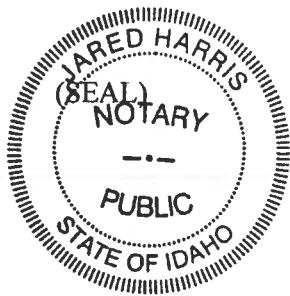
STATE OF IDAHO)

: SS.

County of Bingham)

On this 23rd day of January, 2015, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared MERLIN SMITH, Sr., and SIGNE RUTHERFORD SMITH, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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



Notary Public for Idaho

Residing at: Highpool

My Commission Expires: 2/23/17



State of Idaho

DEPARTMENT OF WATER RESOURCES

900 N Skyline Dr., Ste A, Idaho Falls, Idaho 83402-1718

Phone: (208) 525-7161 FAX: (208) 525-7177 www.idwr.idaho.gov

October 20, 2017

C.L. "BUTCH" OTTER
Governor

Pancheri Brothers LLC
1460 Hwy 33
Howe ID 83244

GARY SPACKMAN
Director

RE: Change of Ownership for Water Right No(s). 33-14929, 33-14931, 33-14949 & 33-14950

Dear Water Right Holder(s):

The department acknowledges receipt of correspondence changing ownership of the above referenced water right(s) to you. The department has modified its records to reflect the change in ownership and has enclosed computer-generated reports for your records.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been deliberately abandoned or forfeited 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 Sections 42-222 and 42-223, Idaho Code.

Also, please note that Section 42-248, Idaho Code, requires you or the owner of this water right to maintain current ownership and address records on file with the department. Forms to file a change of ownership of a water right and/or a change in the address of the water right owner are available from any department office, or at the department's website at: www.idwr.idaho.gov.

Please feel free to contact this office if you have any questions regarding this matter.

Sincerely,

Jonie Barg
Technical Records Specialist

Enclosure(s)

cc: Water District 33
Holden Kidwell Hahn & Crapo



Holden Kidwell
Hahn & Crapo P.L.L.C.
LAW OFFICES

RECEIVED
SEP 27 2017

Department of Water Resources
Eastern Region

1000 Riverwalk Drive, Suite 200
PO Box 50130
Idaho Falls, Idaho 83405

Tel: (208) 523-0620
Fax: (208) 523-9518
www.holdenlegal.com
Email: lmarchant@holdenlegal.com

September 25, 2017

Jonie Barg
Idaho Department of Water Resources
Eastern Region
900 N. Skyline Drive, Suite A
Idaho Falls, ID 83402-1718

Re: Notice of Change of Ownership

Dear Jonie:

Enclosed for processing is a Notice of Change in Water Right Ownership for Water Right Nos. 33-14929, 33-14931, 33-14949, and 33-14950. Water Right Nos. 33-14929 and 33-14931 show Make and Break Construction and Demolition as the current owner. These water rights were acquired by Pancheri Brothers, LLC on May 31, 2017. The other two water rights, 33-14949 and 33-14950 show Tom and Debra Walker as the current owners. These water rights were acquired by the Pancheris on June 6, 2017. We have enclosed the necessary filing fee of \$100.00.

If you have any questions or need any additional information, do not hesitate to contact me.

Best regards,

Luke H. Marchant
HOLDEN, KIDWELL, HAHN & CRAPO, P.L.L.C.

LHM/rew
Enclosures

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