

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 81605

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

RECEIVED
APR 20 2017

Department of Water Resources

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at www.idwr.idaho.gov.

Name of Applicant(s) Pancheri Brothers, LLC

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a [Part 2A](#) report describing each water right in the transfer as currently recorded.
- ☐ ☒ Complete and attach an Application for Transfer [Part 2B](#) for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. ([Fee schedule](#) is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☒ ☐ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☐ ☒ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). **
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System ([GIS](#)) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see [fee schedule](#).
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. ([Attachment WSB](#))
- ☐ ☒ #10 Other. Please describe: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

RECEIVED
APR 20 2017
Department of Water Resources
Eastern Region

Name of Applicant(s) Pancheri Brothers, LLC Phone _____

Mailing address 1494 Hwy 33, Howe, ID 83244 Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☒ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☒ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Luke H. Marchant Phone (208) 523-0620

Mailing address PO Box 50130, Idaho Falls, ID 83405 Email lmarchant@holdenlegal.com

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☒ Send original correspondence to the applicant and copies to the representative.
- ☐ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☒ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.


Signature of Applicant or Authorized Representative

Luke H. Marchant, Attorney
Print Name and Title if applicable

4/20/2017
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**.

The purpose of this transfer is to rearrange the place of use for Water Right Nos. 33-14929 and 33-14931.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	33-14929	0.56 cfs	Irrigation	04/01 to 11/01	Ground water
☒ ☐	33-14931	0.46 cfs	Irrigation	04/15 to 10/15	Ground water
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 1.02 cfs and/or 246.1 acre-feet.

2. Total amount of water proposed to be transferred or changed 1.02 cubic feet per second and/or 246.1 acre-feet per year.

3. Point(s) of Diversion:

- ☒ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
 Label it Attachment #5.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	29E	26										28.2	38.3						66.5
06N	29E	27													3.8				3.8
Total Acres (for irrigation use)																			70.3

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

Water is diverted from existing wells into a pressurized pipeline.

- b. Who owns the property at the point(s) of diversion? Christopher Canfield, Applicant

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
The point of diversion located in Section 26 is located on property owned by Christopher Canfield. Applicants have an easement to access the point of diversion.

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts? If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank? If yes, ☐ complete Attachment WSB.
- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
The land will no longer be irrigated.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:
Water Right Nos. 33-14904, 33-14910, 33-14912, 33-14928, 33-14930, 33-14949, and 33-14950 are authorized to be diverted out of the point of diversion located in Section 26. Water Right Nos. 33-14904, 33-14912, 33-14930, 33-14950, and 33-2040 are authorized to be diverted out of the point of diversion located in Section 26.

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently leased to the Water Supply Bank,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- ☒ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
- ☒ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (**GIS**) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**.

If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

B. CHANGES IN NATURE OF USE (Water Balance)

- ☐ If you propose to change the nature of use or period of use of all or part of the right(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

FOR DEPARTMENT USE ONLY

Transfer contains _____ pages and _____ attachments.

Received by _____ Date _____ Preliminary check by _____ Date _____
 Fee paid \$1580.⁰⁰ Date 4-20-2017 Received by *[Signature]* Receipt # EO 42942
 Add'l fee paid _____ Date _____ Received by *[Signature]* Receipt # _____

Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 33-14929

Current Owner: MAKE & BREAK CONSTRUCTION & DEMOLITION

Priority Date: 5/25/1972

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/01 to 11/01	0.56 CFS	
	<u>Total Diversion</u>	0.56 CFS	

Location of Point(s) of Diversion

GROUND WATER

NW1/4NW1/4SW1/4

Sec. 26, Twp 06N, Rge 29E B.M.

BUTTE County

Place of Use

IRRIGATION Within BUTTE County

T06N R29E S26	NESW	30.00	T06N R29E S26	NWSW	2.20
T06N R29E S26	SWSW	9.10	T06N R29E S26	SESW	29.00
Total Acres: 70.3					

Conditions of Approval:

1. C18 THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
2. USE OF THIS RIGHT WITH RIGHT NO. 33-14931 IS LIMITED TO A TOTAL COMBINED DIVERSION RATE OF 1.02 CFS AND TO A TOTAL COMBINED ANNUAL DIVERSION VOLUME OF 246.1 AF.
3. USE OF THIS RIGHT WITH RIGHT NO. 33-14931 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 70.3 ACRES IN A SINGLE IRRIGATION SEASON.
4. RIGHTS 33-14910, 33-14912, 33-14931, 33-14949, AND 33-14950 ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.

Decreed Date: 8/11/2000

816054

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 33-14931

Current Owner: MAKE & BREAK CONSTRUCTION & DEMOLITION

Priority Date: 4/11/1973

Origin: Water Right

Status: Active

Basis: Decreed

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
IRRIGATION	04/15 to 10/15	0.46 CFS	
	<u>Total Diversion</u>	0.46 CFS	

Location of Point(s) of Diversion

GROUND WATER	NW1/4NW1/4SW1/4	Sec. 26,	Twp 06N,	Rge 29E B.M.
BUTTE County				
GROUND WATER	NW1/4NW1/4SE1/4	Sec. 27,	Twp 06N,	Rge 29E B.M.
BUTTE County				

Place of Use

IRRIGATION Within BUTTE County

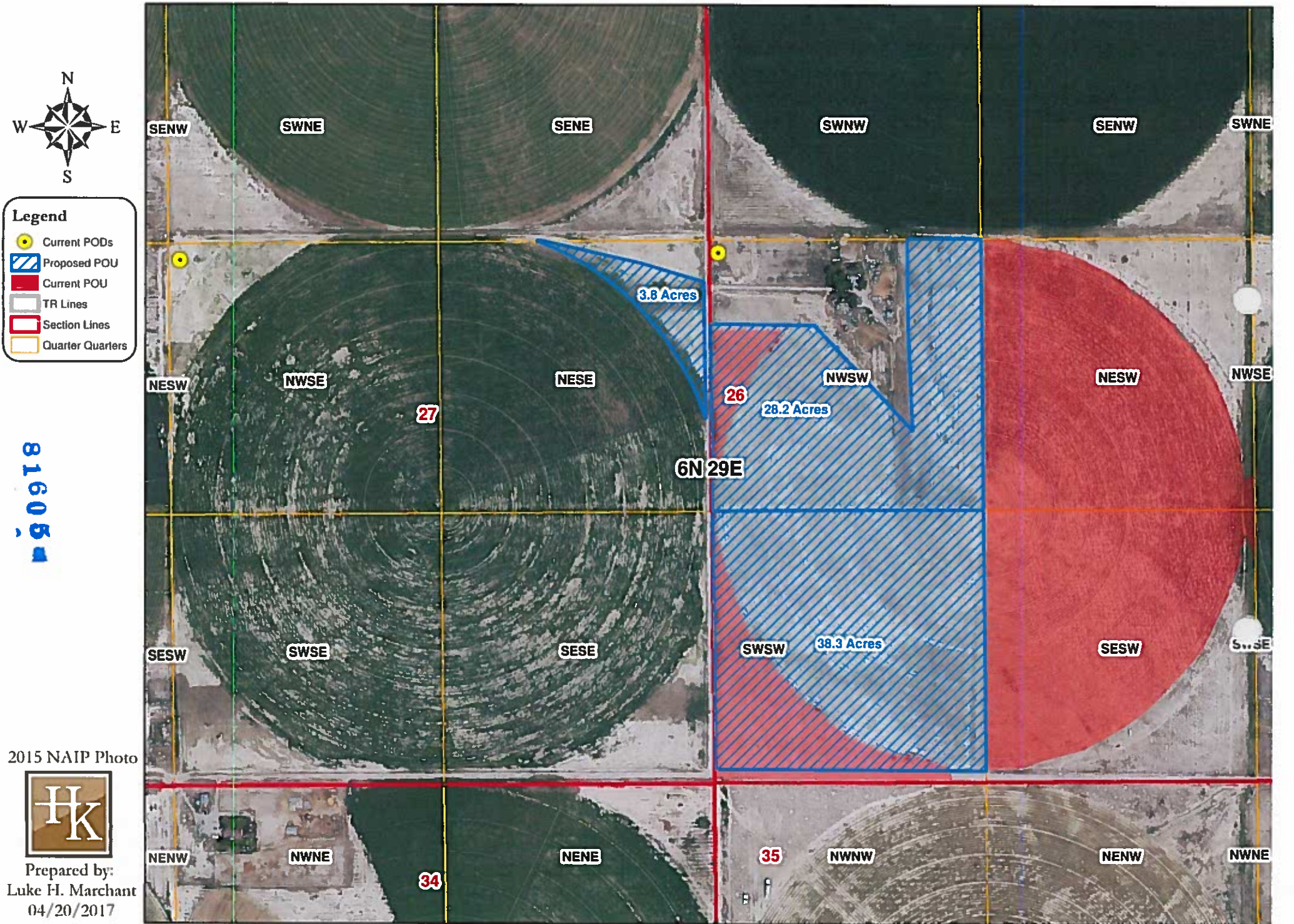
T06N R29E S26	NESW	30.00	T06N R29E S26	NWSW	2.20
T06N R29E S26	SWSW	9.10	T06N R29E S26	SESW	29.00
Total Acres: 70.3					

Conditions of Approval:

1. USE OF THIS RIGHT WITH RIGHT NO. 33-14929 IS LIMITED TO THE IRRIGATION OF A COMBINED TOTAL OF 70.3 ACRES IN A SINGLE IRRIGATION SEASON.
2. **C18** THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE ENTRY OF A FINAL UNIFIED DECREE. SECTION 42-1412(6), IDAHO CODE.
3. THE USE OF WATER FOR IRRIGATION UNDER THIS RIGHT MAY BEGIN AS EARLY AS APRIL 1 AND MAY CONTINUE TO AS LATE AS OCTOBER 31, PROVIDED OTHER ELEMENTS OF THE RIGHT ARE NOT EXCEEDED. THE USE OF WATER BEFORE APRIL 15 AND AFTER OCTOBER 15 UNDER THIS REMARK IS SUBORDINATE TO ALL WATER RIGHTS HAVING NO SUBORDINATED EARLY OR LATE IRRIGATION USE AND A PRIORITY DATE EARLIER THAN THE DATE A PARTIAL DECREE IS ENTERED FOR THIS RIGHT.

81605

WATER RIGHT NOS. 33-14929 & 33-14931 - APPLICATION FOR TRANSFER



81609

BUY/SELL AGREEMENT

1. PARTIES:

THIS AGREEMENT, made and entered into this 9th day of December, 2016, by and between MERLIN SMITH, SR., a married man as his sole and separate property, MAKE AND BREAK CONSTRUCTION AND DEMOLITION, LLC, an Idaho Limited Liability Company, hereinafter referred to as Vendors, and PANCHERI BROTHERS, LLC, an Idaho Limited Liability Company, hereinafter referred to as Purchaser.

WITNESSETH:

That the said Vendors, in consideration of the covenants and agreements on the part of the said Purchaser, hereinafter contained, agree to sell and convey unto the said Purchaser, and the Purchaser agrees to buy certain real property particularly described as follows, to-wit:

2. PROPERTY DESCRIPTION:

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

ALSO LESS and EXCEPTING:

PART OF THE SOUTHWEST $\frac{1}{4}$ 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 Vendors.

3. FIXTURES OR PERSONAL PROPERTY:

Pump, panel, and mainline located on the above-described property.

4. PURCHASE PRICE AND METHOD OF PAYMENT:

Purchaser agrees to purchase said property for the sum of Seventy Thousand Dollars (\$70,000) Dollars in lawful money of the United States; and the Purchaser, in consideration of the premises, agree to pay to Vendors the said sum of \$70,000 in cash at closing.

5. CLOSING:

Purchaser shall have ninety (90) days following the date of this Agreement to take all action necessary to change the designated place of use for Water Right Nos. 33-14929 and 33-14931 to be

all or some portion of the above-described property or adjoining property now owned by Purchaser and to verify that such water rights have not been forfeited and are in good standing . Such action shall include obtaining IDWR approval for such place of use. Vendors hereby grant to Purchaser authority to file with IDWR any and all documents and take any other action required to complete such change in the designated place of use for such water rights. Vendors shall cooperate with Purchaser to achieve such change in the place of use for Water Right Nos. 33-14929 and 33-14931. If Purchaser is not able within said ninety-day period to verify to Purchaser's satisfaction that all of the above described water rights have not been forfeited and are in good standing and to obtain IDWR approval for the above described change in designated place of use, and the parties cannot agree on an extension of such period, either Vendors or Purchaser may terminate this Agreement by giving written notice of termination to the other. The closing shall be contingent upon, and occur no later than ten (10) days after Purchaser has verified that all of the above described water rights have not been forfeited and are in good standing and such change in the place of use is approved by IDWR and finalized. The closing shall be performed by the execution, delivery, and recording as appropriate of the following documents:

- a. Warranty Deed, in the form attached as Exhibit A to this Agreement, from Vendors to Purchaser for the real property described above.
- b. Statement of Settlement.

The parties acknowledge that to the extent that the above identified documents satisfy the obligations set forth in this agreement, this agreement will become merged in the above documents. This agreement will otherwise remain in full force and effect.

The parties acknowledge and agree that, contingent upon the occurrence of the closing contemplated herein, the separate agreement between Vendors and Purchaser, dated January 21, 2015, entitled "Agreement For Division of Point of Diversion For Water Rights" shall automatically terminate, effective as of the recording of the Warranty Deed described above. If the closing contemplated herein does not occur for any reason, the Agreement For Division of Point of Diversion For Water Rights will continue in full force and effect, unaffected by this agreement.

6. CLOSING COSTS:

The closing fee and the standard premium for a title insurance policy will be split equally between Vendors and Purchaser. Each party must bear its own costs (including attorneys' fees) in

connection with its negotiation, document preparation, due diligence investigation, and conduct of the transaction.

7. PRORATION OF TAXES:

Vendors agree to pay all real estate taxes and assessments (including any assessments from the Big Lost River Irrigation District) levied upon said premises up to closing. All taxes and assessments thereafter shall be paid by the Purchaser. Any items that have been prorated based on the latest available figures shall be reconciled after the Closing Date when actual figures are available, with an appropriate adjustment to be made between Vendors and Purchaser.

8. POSSESSION.

Purchaser will be entitled to possession of the Property on the Closing Date.

9. NO WARRANTY EXCEPT AS TO TITLE:

The Purchaser declares that it is buying the property "as is" and on its own examination and judgment and not through any representation made to it by the Vendors, or any agent for the Vendors, as to its location, value, future value, income therefrom or its production. This paragraph shall not apply to warranty of title.

10. TITLE:

The property herein agreed to be sold shall be conveyed free and clear of all encumbrances, easements, restrictions, taxes, except covenants, restrictions, and easements of record, and taxes not due or delinquent.

At the closing, the Vendors shall execute and deliver to the Purchaser a Warranty Deed in recordable form, in the form attached as Exhibit A to this Agreement.

11. COUNTERPARTS/FACSIMILE:

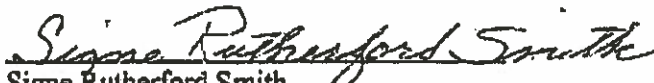
This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile (fax or email) which shall be effective as an original.

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

VENDORS


Merlin Smith, Sr.

The undersigned spouse of Merlin Smith, Sr., acknowledges and agrees that the property described in the foregoing Buy/Sell Agreement is the sole and separate property of Merlin Smith, Sr., and the undersigned has no community property interest in such property.


Signe Rutherford Smith

Make and Break Construction and Demolition, LLC


By: Merlin Smith, Jr.
Its: Member

PURCHASER

PANCHERI BROTHERS, LLC


By: Roman Pancheri
It's: Member

EXHIBIT A

RECORDING REQUESTED BY:

Baker & Harris
266 W Bridge
Blackfoot, ID 83221

space above this line for Recording use only

WARRANTY DEED

THIS INDENTURE is made this ____ day of _____, 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: E $\frac{1}{2}$ SW $\frac{1}{4}$

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 this ____ day of _____, 2017.

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 ____ day of _____, 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.

(SEAL)

Notary Public for Idaho

Residing at: _____

My Commission Expires: _____

STATE OF IDAHO)

: ss.

County of Bingham)

On this ____ day of _____, 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.

(SEAL)

Notary Public for Idaho

Residing at: _____

My Commission Expires: _____

STATE OF IDAHO)
) ss
County of Bingham)

I, a notary public, do hereby certify that on this ____ day of _____, 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.

(SEAL)

Notary Public for Idaho
Residing at Blackfoot
My Commission Expires: _____