

RECEIVED

JAN 19 2017

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No.

81402

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

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 <http://www.idwr.idaho.gov/>.

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 #1-9.

- ☒ ☐ #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 transfer applicant as the current water right owner. Additional fee(s) required for water right ownership changes; see fee schedule.
- ☒ ☐ #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 <http://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.
- ☒ ☐ #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 Other. Please describe: _____

81402

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. _____

RECEIVED
JAN 19 2017

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Department of Water Resources
Name of Applicant(s) Pancheri Brothers LLC/Pancheri Inc

Phone 208-339-1293

Mailing address 1494 Hwy 33 Howe ID 83244

Email rpancheri@gmail.com

- ☐ 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 _____ Phone _____

Mailing address _____ Email _____

- ☐ 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.

Rod Pancheri
Signature of Applicant or Authorized Representative

Rod Pancheri owner
Print Name and Title if applicable

1-19-17
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 Ownership
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 applicant has purchased new property with water rights, the applicant is moving the place of use for the rights to a new location where pivots will be installed. Providing a more effective and efficient use of the water.

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
☒ ☐	33-2115	2.20 cfs	Irrigation	04/01 to 11/01	Ground Water
☒ ☐	33-14852	0.88 cfs	Irrigation	04/01 to 11/01	Ground Water
☒ ☐	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	

Total authorized under rights 4.1 cfs and/or _____ ac-ft

2. Total amount of water proposed to be transferred or changed 4.1 cubic feet per second and/or _____ acre-feet per annum.

3. Point(s) of Diversion: - See Attached Supplement

- ☐ 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	
08N	27E	34	31		5	30				21	40	21	5	21	31	20	5		230.00
08N	27E	35						31.4	31.5			32	32						126.9

Total Acres (for irrigation use) 356.9

814021

Ident. No. _____

☐ Adjudication Claim
☐ Statutory Claim

81402

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 will be pumped and injected into the Little Lost River - then pumped through mainline to pivots.

- b. Who owns the property at the point(s) of diversion? Pancheri Inc

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: _____

- 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. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

The land will be dried up if the ground water is moved.

- e. 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:

The property does include 480 shares of Blaine County Canal Co. (40 shares = boaf) The surface water has not been the primary water right. There is not enough water to irrigate the property with surface water. Ground Water has been the primary water right on the property with surface water as a secondary right when available.

- f. 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.

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 rights(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.:
The ground water (33-2115 & 33-14852) on the existing place of use as been used as the primary water for the irrigation of this farm. The canal water is unreliable and there is not enough to water a crop through to harvest. Attached are Water master records for diversions of the Blaine Canal Shares showing duration and flow to all Blaine Canal share-owners.

FOR DEPARTMENT USE ONLY

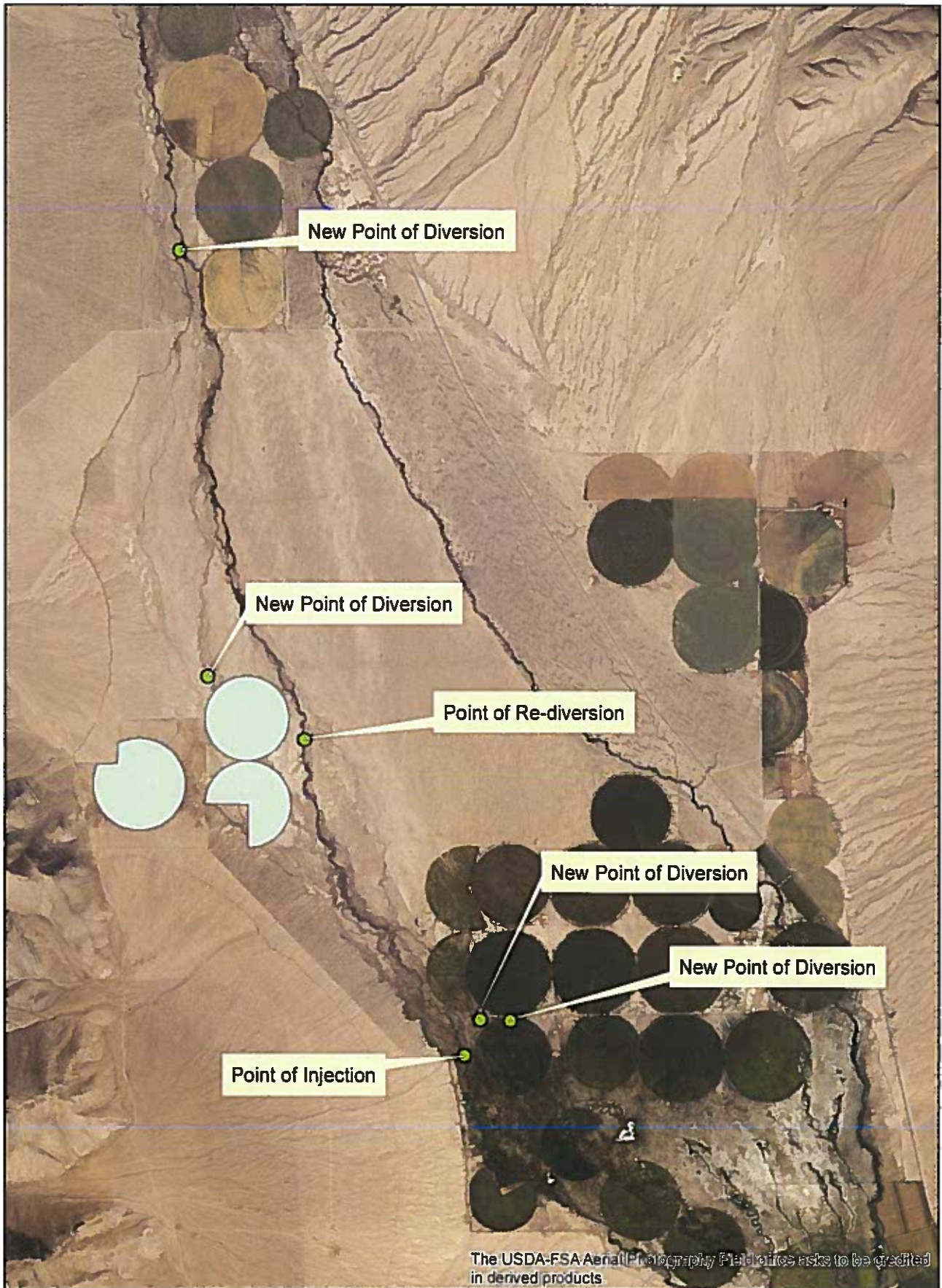
Transfer contains _____ pages and _____ attachments.

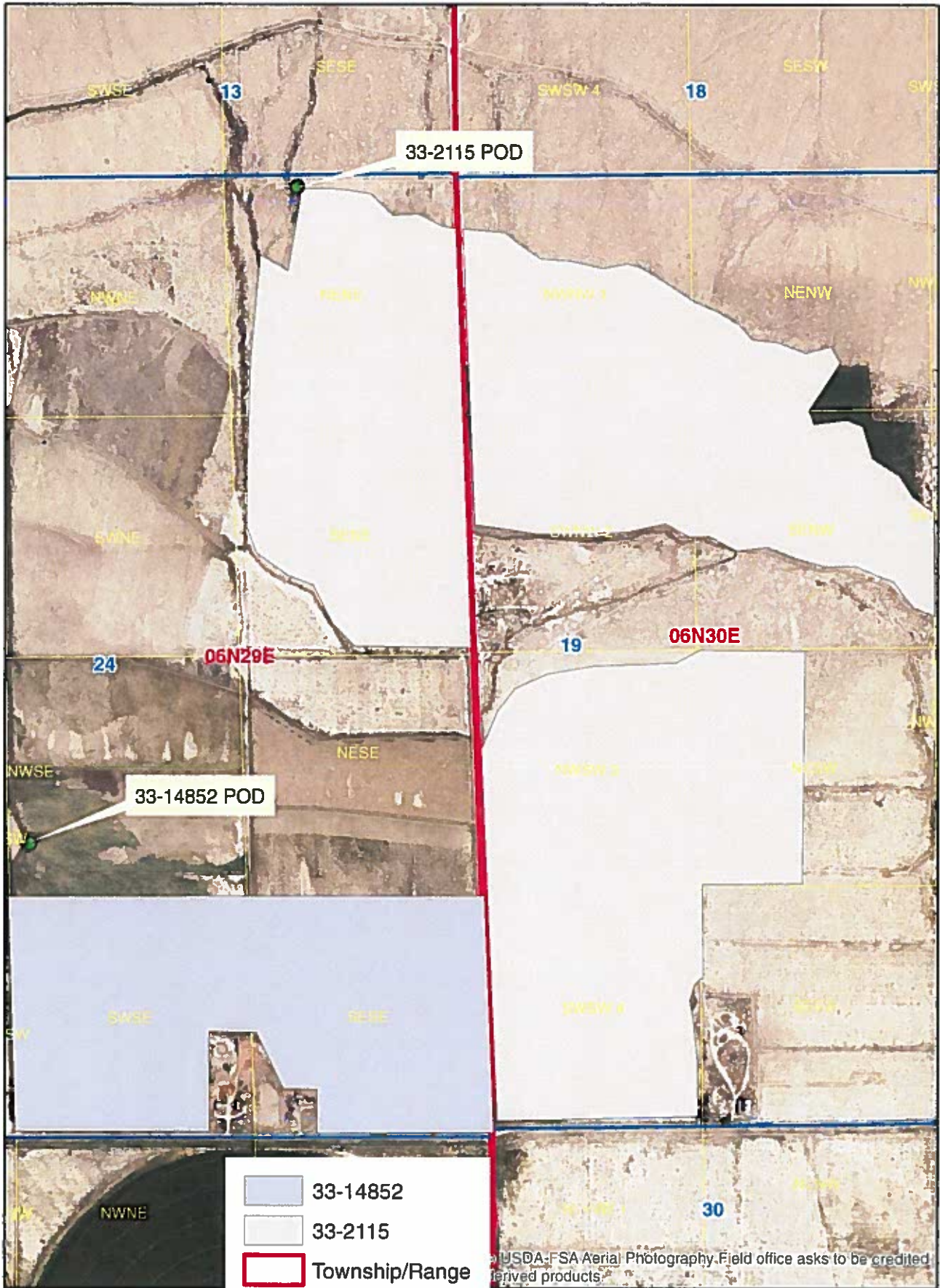
Received by JA Date 1-19-2017 Prelim. Check by _____ Date _____

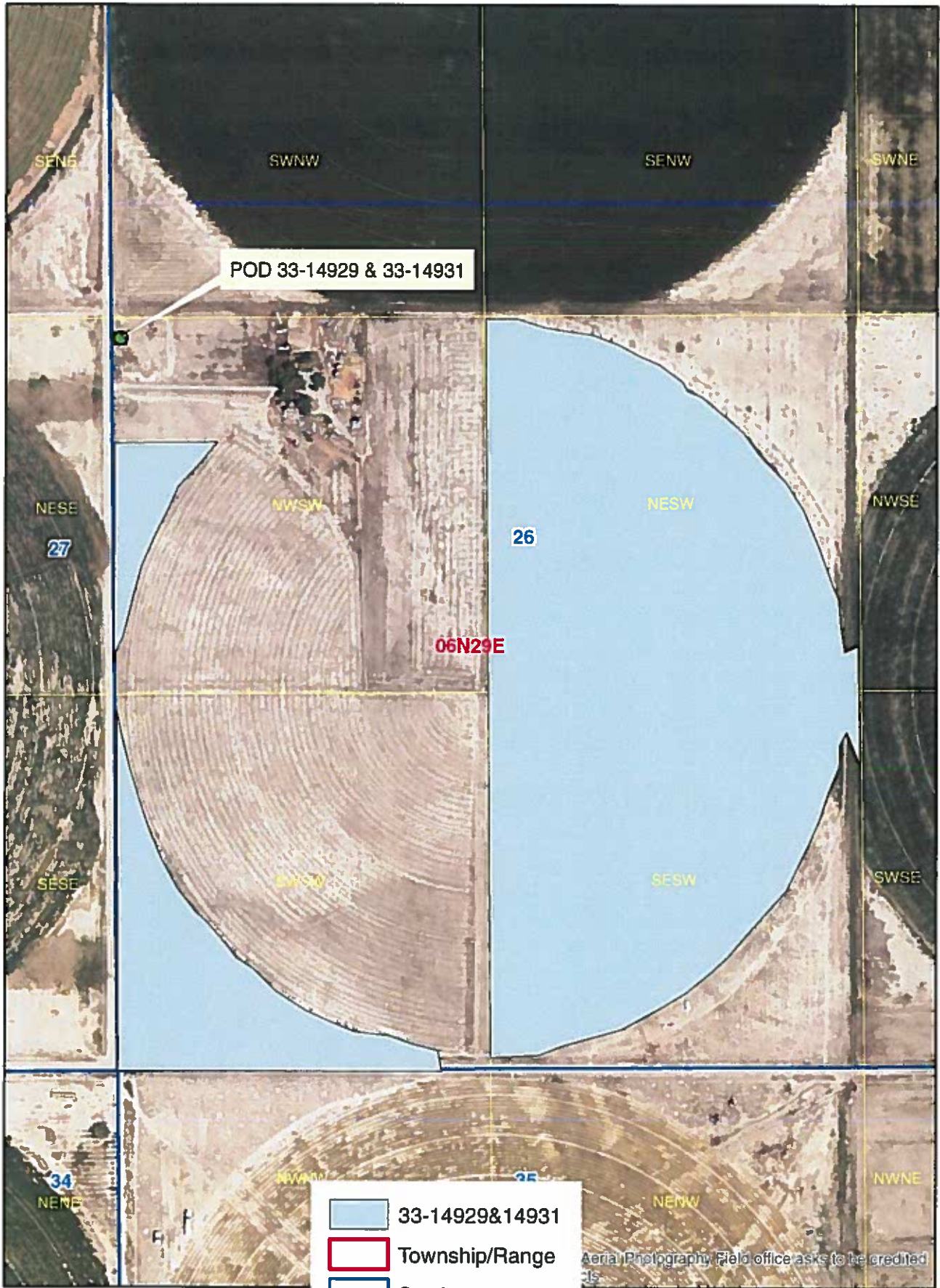
Fee Paid \$ 920. Date 1-19-2017 Received by JA Receipt # FD 42696

Add'l Fee Paid _____ Date _____ Received by _____ Receipt # _____

81402







- 33-14929&14931
- Township/Range
- Sections
- QQ

81402

Existing Place of Use

Aerial Photography Field office asks to be credited

NO. 54155

RECORDED

OCT 26 2016

A.M. 3:28 P.M.
BUTTE COUNTY RECORDER

WARRANTY DEED

THIS INDENTURE is made this 26th day of OCTOBER, 2016, by WILLIAM C. STAUFFER (a/k/a William Stauffer, Jr.) and PATRICIA A. STAUFFER (a/k/a Patricia Z. Stauffer and a/k/a Patricia Zoe Stauffer), 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".

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

Government Lots 1, 2, 3 and 4, the East Half of the Northwest Quarter (E 1/2 NW 1/4) and part of the East Half of the Southwest Quarter (E 1/2 SW 1/4) of Section 19, Township 6 North, Range 30 East of the Boise Meridian, Butte County, Idaho described as follows:

Beginning at the Southwest corner of said Section 19 and running thence N.02°16'56"W. 2670.48 feet to the West Quarter corner of said Section 19; thence N.02°16'56"W. 2670.48 feet to the Northwest corner of said Section 19; thence N.89°27'38"E. 2633.84 feet to the North Quarter corner of said Section 19; thence S.00°54'05"E. 5310.89 feet to the South Quarter corner of said Section 19; thence S.88°49'37"W. 1024.90 feet; thence N.00°12'05"W. 354.80 feet along an existing fence line; thence N.89°03'57"W. 306.76 feet to an existing north-south fence line; thence S.01°05'06"E. 366.03 feet along said existing north-south fence line extended to the south line of said Section 19; thence S.88°49'37"W. 1179.11 feet to the point of beginning.

Parcel contains 311.592 acres and is subject to existing County Road rights-of-way along the south and west sides of the above described parcel.

PARCEL 2

The Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) and part of the East Half of Section 24, Township 6 North, Range 29 East of the Boise Meridian, Butte County, Idaho described as follows:

Beginning at the Southeast corner of said Section 24 and running thence N.89°23'13"W. 957.86 feet along the section line; thence N.00°57'56"W. 352.66 feet along and existing north-south fence line; thence N.88°30'14"W. 1443.09 feet to the Northeast corner of the property as described in Quit Claim Deed, Instrument No. 51412; thence N.89°23'13"W. 250.00 feet to the Northwest corner of said property and the west line of the Southeast Quarter of said Section 24; thence N.01°25'36"W. 3632.36 feet along the north-south centerline through the section to the Southeast corner of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of said Section 24; thence along the boundary of said Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) the following three (3) courses: (1) S.89°37'24"W. 1293.63 feet; thence (2) N.01°00'18"W. 1328.02 feet to the north line of said Section 24; thence (3) N.89°17'00"E. 1283.74 feet to the North Quarter corner of said Section 24; thence N.89°17'00"E. 2567.48 feet to the Northeast corner of said Section 24; thence S.02°16'56"E. 2703.08 feet to the East Quarter corner of said Section 24; thence S.02°16'56"E. 2637.89 feet to the Southwest corner of Section 19, Township 6 North, Range 30 East of the Boise Meridian, Butte County, Idaho; thence S.00°02'56"E. 65.19 feet to the point of beginning.

Parcel contains 346.889 acres and is subject to existing County Road rights-of-way along the south and east sides of the above described parcel.

PARCEL 3

Government Lots 1 and the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of Section 30, Township 6 North, Range 30 East of the Boise Meridian, Butte County, Idaho more particularly described as follows:

Beginning at the Northwest corner of said Section 30 and running thence N.88°49'37"E. 2505.11 feet to the North Quarter corner of said Section 30; thence S.00°45'47"E. 1314.51 feet to the Southeast corner of the Northeast Quarter of the Northwest Quarter (NE 1/4 NW 1/4) of said Section 30; thence S.88°57'20"W. 2521.39 feet to the Southwest corner of Government Lot 1 of said Section 30; thence N.00°02'56"W. 1243.88 feet to the Southeast corner of Section 24, Township 6 North, Range 29 East of the Boise Meridian, Butte County, Idaho; thence N.00°02'56"W. 65.19 feet to the point of beginning.

Parcel contains 75.678 acres and is subject to existing County Road rights-of-way along the north and west sides of the above described parcel.

SUBJECT TO THE FOLLOWING:

1. All real property taxes and assessments, all existing patent reservations, easements, rights of way, and restrictive covenants of record, all applicable zoning ordinances, building codes, laws and regulations, and all encroachments, overlaps, boundary line disputes, claims of easements and other matters that would be disclosed by an accurate survey or inspection of the property.

2. Ditch, road, and public utility easements as the same may exist over said premises.

3. Terms and conditions of an Agreement between Blaine County Canal Irrigation Inc., Ltd. and Henry Stauffer as successor of H. Julius R. Bengtsen; recorded October 10, 1910, as Instrument No. 34004, in Book 1 of Misc., Page 250, records of Butte County, Idaho.

4. Right-of-Way for Ditch Rights dated May 29, 1968, executed by John Walter Stauffer to Hope Land and Water Company, Inc., for permanent ditch right-of-way along the North side of the NW1/4 of Section 30, T6N, R30 EBM; recorded August 13, 1968, as Instrument No. 49739, in Book 5 of Misc., Page 197, records of Butte County, Idaho.

TOGETHER with all irrigation equipment located on and used in connection with such property, including but not limited two pumps and four wheel lines, but specifically excluding therefrom all portable hand lines and all portable main lines, which are reserved unto the Grantor.

THIS CONVEYANCE shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-rights of way and water rights in anywise appertaining to the property herein described as well in law as in equity, including but not limited to 480 shares of stock in Blaine County Canal Company, Limited, and Water Right Nos. 33-14852 and 33-2115, but specifically excluding and reserving unto Grantor Water Right Nos. 33-10038 and 33-10039.

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.

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

GRANTOR:

William C Stauffer
WILLIAM C. STAUFFER
a/k/a William Stauffer Jr.

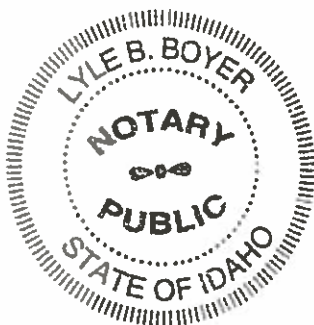
Patricia Z Stauffer
PATRICIA STAUFFER
a/k/a Patricia Z. Stauffer
a/k/a Patricia Zoe Stauffer

STATE OF IDAHO)
County of Butte)ss.
)

On the 26 day of October, 2016, before me the undersigned, a notary public in and for said State, personally appeared WILLIAM C. STAUFFER (a/k/a William Stauffer, Jr.), known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~_{she} 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.

(seal)



Lyle B. Boyer
Notary Public for Idaho
Residing at Arw. ID
My Commission Expires: 6-5-2021

STATE OF IDAHO

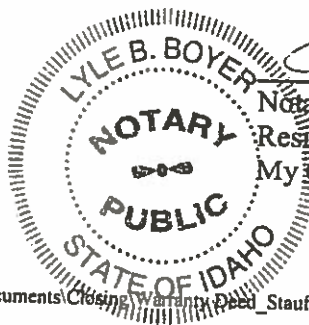
County of Butte

)
)ss.
)

On the 26th day of October, 2016, before me the undersigned, a notary public in and for said State, personally appeared PATRICIA STAUFFER (a/k/a Patricia Z. Stauffer and a/k/a Patricia Zoe Stauffer), known or identified 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 my official seal the day and year in this certificate first above written.

(seal)



Lyle B. Boyer
Notary Public for Idaho

Residing at Arco, ID

My Commission Expires: 6-5-2021

G:\WPDATA\CAH\10788-005\Documents\Closing Warranty Deed_Stauffer_Pancheri_v1.docx

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

1/3/2017

Water Right 33-2115

Owner Type **Name and Address**
Current Owner PATRICIA STAUFFER
 1256 W 3800 N
 HOWE, ID 83244
 (208) 767-3474

Current Owner WILLIAM STAUFFER
 1256 WEST 3800 N
 HOWE, ID 83244
 (208)767-3474

Priority Date: 2/20/1963

Basis: Decreed

Status: Active

Source
GROUND WATER

Tributary

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	11/01	2.200 CFS	752.5 AF
	<u>Total Diversion</u>		2.200 CFS	752.5 AF

Source and Point(s) of Diversion

GROUND WATER	NWNENE	Sec. 24, Twp 06N, Rge 29E, BUTTE County
GROUND WATER	L4(SWSW)	Sec. 19, Twp 06N, Rge 30E, BUTTE County

Place Of Use

IRRIGATION within BUTTE County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	29E	24	30.0			30.0													60.0
06N	30E	19					7.0	24.0	19.0	22.0	17.0	32.0	34.0						155.0
								L1	L2			L3	L4						

POU Total Acres: 215.0

Conditions of Approval:

1. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
2. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
3. R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
4. 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
5. 01Q After specific notification by the Department, the right holder shall record the quantity of

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

1/3/2017

- water diverted or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
6. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.
7. E18 Use of water under this right is combined with water from Blaine County Canal Co.
8. 065 The right holder shall make full beneficial use of all surface water rights available to the right holder for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right.
9. 104 If the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use, this right to divert groundwater shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
10. 131 Prior to the diversion and use of water under Transfer approval 72499, the right holder shall install and maintain acceptable measuring device(s), including data logger(s), at the authorized point(s) of diversion and in accordance with Department specifications, or shall obtain an approved variance from the Department to determine the amount of water diverted from power records or to maintain an existing measuring device.

Combined Use Limits

N/A

SubCase:

N/A

Water Supply Bank:

N/A

1/3/2017

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	WILLIAM STAUFFER JR 1256 W 3800 N HOWE, ID 83244-8706 (208)767-3474

81402

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

1/3/2017

6. 104 sufficient to irrigate the place of use authorized under this right.
If the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use, this right to divert groundwater shall not be used without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
7. R63 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.5 afa per acre at the field headgate for irrigation of the lands above.
8. T07 The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.
9. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
10. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Combined Use Limits

N/A

SubCase:

N/A

Water Supply Bank:

N/A

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

1/6/2017

Water Right 33-14929

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	MAKE & BREAK CONSTRUCTION & DEMOLITION 266 W BRIDGE BLACKFOOT, ID 83221 (208)785-2310

Priority Date: 5/25/1972

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
GROUND WATER	

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	11/01	0.560 CFS	
	<u>Total Diversion</u>		0.560 CFS	

Source and Point(s) of Diversion

GROUND WATER	NWNWSW	Sec. 26, Twp 06N, Rge 29E, BUTTE County
--------------	--------	---

Place Of Use

IRRIGATION within BUTTE County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
06N	29E	26									30.0	2.2	9.1	29.0					70.3

POU Total Acres: 70.3

Conditions of Approval:

1. 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.
2. 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.
3. 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.
4. RIGHTS 33-14910, 33-14912, 33-14931, 33-14949, AND 33-14950 ARE ALSO DIVERTED THROUGH POINT OF DIVERSION DESCRIBED ABOVE.

Combined Use Limits

N/A

SubCase:

N/A

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

1/6/2017

Water Supply Bank:
N/A

1/6/2017

81402

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

1/6/2017

SubCase:

N/A

Water Supply Bank:

N/A

NO. 11-447
RECORDED

RECORDING REQUESTED BY:
Baker & Harris
266 W Bridge
Blackfoot, ID 83221

FEB 20 2014

11:39 A.M. RM
BUTTE COUNTY RECORDING
Tally S. McAffee

space above this line for Recording use only

WARRANTY DEED

For Value Received, MERLIN SMITH, SR. and SIGNE RUTHERFORD, husband and wife, the Grantors, do hereby grant, bargain, sell, and convey unto TOM K. WALKER and DEBRA L. WALKER, husband and wife, of 76 N 4000 E, Rigby, Idaho 83442, the Grantees, the following-described premises, to-wit:

Township 6 North, Range 29 East, B.M., Butte County, Idaho
Section 26: E $\frac{1}{2}$ SW $\frac{1}{4}$

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

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.

Excluding all water rights for the property under the pivot.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said GRANTEES, their heirs and assigns forever. The said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances except as hereinabove set forth and that they will warrant and defend the same from all lawful claims whatsoever.

DATED this 18th day of February, 2014.

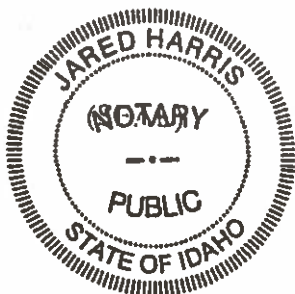
Merlin Smith, Sr.
Merlin Smith, Sr.

Signe Rutherford
Signe Rutherford

STATE OF IDAHO)
: ss.
County of Bingham)

On this 17th day of February, 2014, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared MERLIN SMITH, ^{SR} and SIGNE RUTHERFORD, husband and wife, 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 Blackfoot
My Commission Expires: 2/23/17

NO. 51446

RECORDED

RECORDING REQUESTED BY:

Baker & Harris
266 W Bridge
Blackfoot, ID 83221

FEB 20 2014

11:39 A.M.
BUTTE COUNTY RECORDER
Tally S. McAllen

space above this line for Recording use only

QUIT CLAIM DEED

THIS INDENTURE, made this 10th day of February, 2014, between MAKE AND BREAK CONSTRUCTION AND DEMOLITION, LLC, an Idaho Limited Liability Company, the Grantor, and MERLIN SMITH, SR., a married man dealing with his sole and separate property, of 833 S Stout, Blackfoot, Idaho 83221, Grantee.

WITNESSETH: That the said Grantor, for good and valuable consideration paid by the said Grantee, the receipt whereof is hereby acknowledged, does by these presents demise, release and forever quit claim unto the said Grantee, and to Grantee's heirs and assigns all the certain land situate, lying and being in the County of Butte, State of Idaho, described as follows, to wit:

Township 6 North, Range 29 East, B.M., Butte County, Idaho
Section 26: E $\frac{1}{2}$ SW $\frac{1}{4}$

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

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, all and singular, the said premises, together with the appurtenances and privileges thereto incident, unto the said Grantee and to Grantee's heirs and assigns forever.

IN WITNESS WHEREOF, the said Grantor hereunto sets his hand the day and year first above written.

Make and Break Construction and Demolition, LLC

Jennifer Smith

By: Jennifer Smith
It's: Member

STATE OF IDAHO)

ss.

County of Bingham)

On this 15th day of February, 2014, before me a notary public, personally appeared JENNIFER SMITH, known or identified to me, to be the member of the limited liability company that executed the instrument or 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.

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



Jennifer Moon

Notary Public for Idaho

Residing at Blackfoot

My Commission Expires: 11-20

INSTRUMENT NO. 49747

Idaho 015251 THE UNITED STATES OF AMERICA, to all to
whom these presents shall come, Greeting:

Whereas William C. Stauffer is entitled to a Land Patent pursuant to
the Desert Land Act of March 3, 1977, as amended and supplemented; 43
U.S.C. 321 et. seq., for the following described lands:

Boise Meridian, Idaho T6N., R 29 E.,
Sec. 24, E $\frac{1}{2}$ NE $\frac{1}{4}$
T6N., R 30. E., Sec. 19, Lots 1, 2, W $\frac{1}{2}$ NE $\frac{1}{4}$,
E $\frac{1}{2}$ NW $\frac{1}{4}$, Containing 317.38 acres;

NOW KNOW YE, that there is, therefore, granted by the
UNITED STATES, unto the above named claimant the land above described;
TO HAVE AND TO HOLD the said land with all the rights, privileges,
immunities, and appurtenances, of whatsoever nature, thereunto
belonging, unto the said claimant, his successors and assigns,
forever;

EXCEPTING AND RESERVING TO THE UNITED STATES A right
of way thereon for ditches and canals constructed by the authority
of the United States. Act of August 30, 1890, 26 Stat. 391; 43 U.S.C. 945.

of the

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1943 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent and the seal of the Bureau to be hereunto affixed.

Given under my hand in Boise, Idaho the Thirteenth day of August in the year of our Lord one thousand nine hundred and sixty-eight and of the Independence of the United States to one hundred and NINETY-THIRD .

SEAL

by s/Orval A. Hadley
Manager, Idaho Land Office

Patent Number 11-69-0015

Filed at the request of William C. Stauffer
August 15, 1968 at 1:45 P.M. and was duly recorded in
Book 3, Patents, page 154.
Hazel Johnson, Recorder
Judith R. Noble, Deputy
Fee:\$1.00

INSTRUMENT NO. 50007

The United States of America

To all to whom these presents shall come, Greeting

81402

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 SW¼ 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 SW¼ 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 SW¼; THENCE N. 89°55'52" E. 1,630.25 FEET TO THE NORTHEAST CORNER OF THE SW¼; THENCE ALONG THE EASTERLY BOUNDARY OF THE SW¼, S. 00°21'59" E. 2,687.14 FEET; THENCE ALONG THE SOUTHERLY BOUNDARY OF THE SW¼, 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 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, casements, 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:

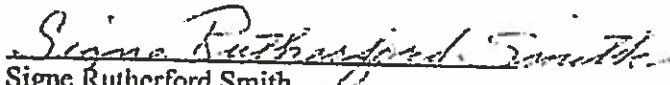
This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be signed and delivered by facsimile (fax or email)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

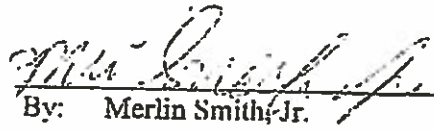
VENDORS


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

RECEIVED

MAR 24 2014

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDepartment of Water Resources
Eastern 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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
33-14929	Yes ☒	33-14929	Yes ☐		Yes ☐
33-14931	Yes ☒	33-14949	Yes ☐		Yes ☐
	Yes ☐	33-14931	Yes ☐		Yes ☐
	Yes ☐	33-14956	Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Make & Break Construction
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Tom & Debra Walker
Name of each new owner as listed on the conveyance document

New owner continued ☐ Name connector ☐ and ☐ or ☐ and/or

76 N 4000 E

Mailing address

Rigby ID 83442

City State ZIP

208 745-0317

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: 2-18-2014
6. 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.

SUPPORT DATA

IN FILE # 33-14929

7. Signature: Tom K Walker 3-24-14
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 [Signature] Date 3/24/14 Receipt No. E039658 Receipt Amt. \$200.-

Approved by [Signature] Processed by CF Date 10/17/2014

Form 42-248/42-1409(6) Rev. 07/10

81402

BUY/SELL AGREEMENT

1. PARTIES:

THIS AGREEMENT, made and entered this 7th day of February, 2014, by and between MAKE AND BREAK CONSTRUCTION AND DEMOLITION, LLC, an Idaho Limited Liability Company, hereinafter referred to as Vendor, and TOM K. WALKER and DEBRA L. WALKER, husband and wife, hereinafter referred to as Purchasers.

WITNESSETH:

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

2. PROPERTY DESCRIPTION:

Township 6 North, Range 29 East, B.M., Butte County, Idaho
Section 26: E $\frac{1}{2}$ SW $\frac{1}{4}$

3. FIXTURES OR PERSONAL PROPERTY:

15 hp pump and panel

4. WATER RIGHTS:

Purchasers shall receive water to irrigate twenty (20) acres of land with this purchase. Purchasers acknowledge that the balance of the water right, including the water right for the ground under the pivot, is being retained by Vendor. Purchasers acknowledge that Purchasers must apply the water to the pivot corners to establish the use of the water before the water can be moved on the property. If after Purchasers have applied the water to the pivot corners for up to two years, and if the Department of Water Resources refuses to recognize Purchasers water right and refuses to allow it to be moved on the property, Vendor will pay to Purchasers the sum of \$20,000. Purchasers must use Purchasers' best efforts to apply the water to the pivot corners and request the transfer.

5. PURCHASE PRICE AND METHOD OF PAYMENT:

Purchasers agree to purchase said property for the sum of Seventy Thousand (\$70,000) Dollars in lawful money of the United States; to be paid at closing.

6. CLOSING:

The closing shall be held on or before February 14, 2014, which shall be performed by the execution, delivery, and recording as appropriate of the following documents:

- a. Warranty Deed from Vendor to Purchasers 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.

7. CLOSING COSTS:

The parties shall equally divide the closing costs.

8. PRORATION OF TAXES:

Real property taxes and assessments will be prorated as of the Closing Date based on the latest available figures. 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 Vendor and Purchasers.

9. POSSESSION.

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

10. NO WARRANTY EXCEPT AS TO TITLE:

The Vendor declares that the irrigation equipment is in good running condition, and the Purchasers declare that they are buying the property "as is" and on their own examination and judgment and not through any representation made to them by the Vendor, or any agent for the Vendor, as to its location, value, future value, income therefrom or its production. This paragraph shall not apply to warranty of title.

11. 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 Vendor shall execute and deliver to the Purchasers a Warranty Deed in recordable form conveying marketable title to the premises free and clear of all liens and encumbrances except:

- a. Reservation of any minerals or mineral rights to the State of Idaho, if any.
- b. Reservations, restrictions, covenants and easements, of record.
- c. Facts which would be disclosed by a comprehensive survey of the premises.
- d. Objections to the title waived by buyer pursuant to this agreement.
- e. Real estate taxes not then due or delinquent.

12. PREPARATION OF DOCUMENTS:

The parties acknowledge that this Agreement and were prepared by the attorney for the Vendor, and the Purchasers acknowledge that they have the right to have the documents reviewed by an attorney of their choosing, should they elect do so.

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

VENDOR

Make and Break Construction and Demolition, LLC



By: Merlin Smith, Jr.

It's: *Member*



By: Jennifer Smith

It's: *Member*

PURCHASERS



Tom K. Walker and



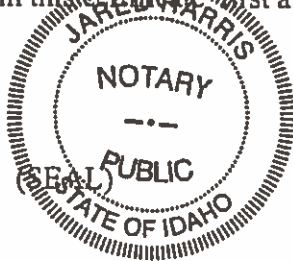
~~Deborah L. Walker~~

Debra

STATE OF IDAHO)
 ss.
County of Bingham)

On this 7th day of February, 2014, before me a notary public, personally appeared MERLIN SMITH, JR. and JENNIFER SMITH, known or identified to me, to be the members of the limited liability company that executed the instrument or 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.

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

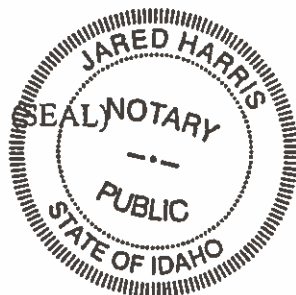


Carol Morris
Notary Public for Idaho
Residing at Blackfoot
My Commission Expires: 2/23/17

STATE OF IDAHO)
 : ss.
County of Bingham)

On this 1st day of February, 2014, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared TOM K. WALKER and DEBRA L. WALKER, 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.



David Harris
Notary Public for Idaho
Residing at Blackfoot
My Commission Expires: 2/23/17

State of Idaho
Department of Water Resources

Water Right

33-14928

IRRIGATION

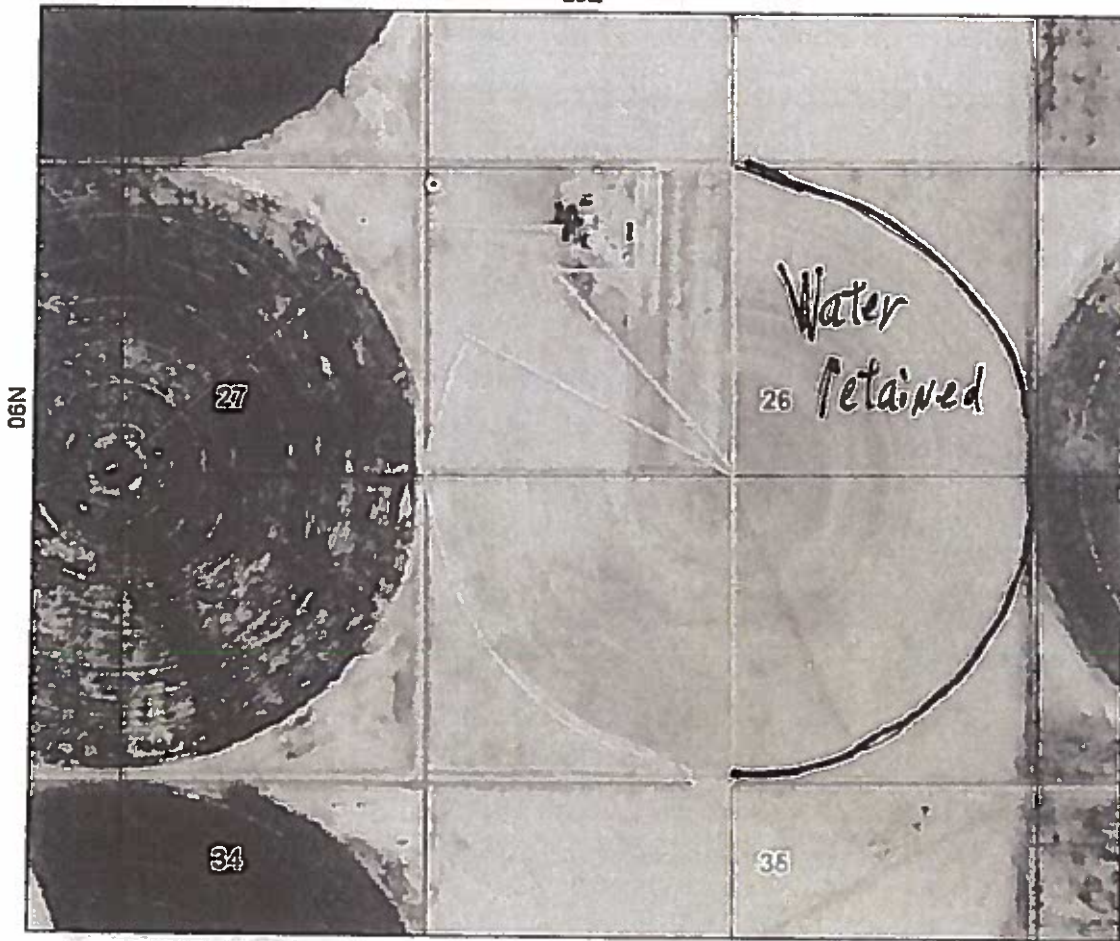
Debra L. Walker

2/7/14

Tom K. Walker

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.

29E



- ⊙ Point of Diversion
- Place Of Use Boundary
- ▬ Townships
- ▬ PLS Sections
- ▬ Quarter Quarters
- ▬ Taxlots

0 0.075 0.15 0.3 Miles

*Current POU
POD*

33-14928

33-14930



Map produced on November 19, 2013

81402

January 18, 2017

The Blaine County Canal Company does hereby grant Pancheri Brothers LLC., the right to dry up 215 acres. The (PPU) permissible place of use is located in the (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 30 T6N R30 East, (NE $\frac{1}{4}$ NW $\frac{1}{4}$) and part of the East Half of Section 24 T6N R29 East, and the SW $\frac{1}{4}$ of Section 19 T6N R30 East.

Blaine County Canal Company Directors

David Romall

Rory Pancheri

David R. Callis