

RECEIVED

Form 4-1074240 (REV 08/14)

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

APR 13 2016

WATER RESOURCES
WESTERN REGION

Notice of Change in Water Right Ownership

List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
~~63-161 BYX~~	Yes ☒	Yes ☐		Yes ☐	Yes ☐
~~175-600~~	Yes ☐	Yes ☐		Yes ☐	Yes ☐
~~Crozer 1010~~	Yes ☐	Yes ☐		Yes ☐	Yes ☐
~~63-161 BL~~	Yes ☐	Yes ☐		Yes ☐	Yes ☐
~~63-161 BX~~	Yes ☐	Yes ☐		Yes ☐	Yes ☐
~~63-16515~~					

Previous Owner's Name:

Ronald E. Coles Jacqueline Coles
Name of current water right holder/claimant

New Owner(s)/Claimant(s):

Robert J. Evangelho Susan K. Evangelho
New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☒ and/or

1801 Stewart Rd

Kuna

Id

83634

Mailing address

City

State

ZIP

208-861-6247 208-888-6248

Sueevangelho@gmail.com

Telephone

Email

4. If the water rights and/or adjudication claims were split, how did the division occur? NA☒ 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: 1-03-2006

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

7. This form must be signed and submitted with the following **REQUIRED** items:☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex water right divisions).☐ Filing fee (see instructions for further explanation):o \$25 per undivided water right.o \$100 per split water right.

o No fee is required for pending adjudication claims.

☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature:

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 J. StrangeDate 9-30-14Receipt No. WD42551Receipt Amt. \$100.00Active in the Water Supply Bank? Yes ☐ No ☐

If yes, forward to the State Office for processing

W-9 received? Yes ☐ No ☐

Name on W-9

Approved by DESProcessed by DESDate 9/15/2016

original
53-161 BX
Not
Ward
Split
See
Back
Summer



ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 01/06/06 04:40 PM
DEPUTY Vicki Allen
RECORDED - REQUEST OF
Transnation Title

AMOUNT 9.00 3



Escrow No. 0500039922 N151

WARRANTY DEED

FOR VALUE RECEIVED

RONALD E. COLES AND JACQUELINE COLES, husband and wife

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto: ~~Transnation Titleholder #105, LLC, AN IDAHO LIMITED LIABILITY COMPANY~~
~~Transnation Titleholder #105, LLC, AN IDAHO LIMITED LIABILITY COMPANY~~ PIONEER EXCHANGE ACCOMMODATION
TITLEHOLDER #105, LLC, AN IDAHO LIMITED LIABILITY COMPANY

GRANTEES(s), whose current address is: 3070 W. Lake Hazel Road, Meridian, ID 83642
the following described real property in Ada County, State of Idaho,
more particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED
(Continued)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Date: December 28, 2005

Ronald E. Coles

Jacqueline Coles

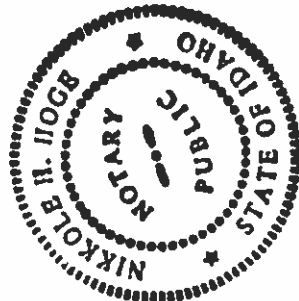
Notary Acknowledgment - see page 2

WARRANTY DEED - NOTARY ACKNOWLEDGMENT(S):

State of Idaho, County of Ada, ss.

On this 3 day of December in the year of 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert J. Evangelho and Susan Kay Evengelho known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

Residing at: Engle 10
My commission expires: 20301



LEGAL DESCRIPTION (continued)

EXHIBIT "A"

A tract of land situated in the Southwest quarter of Section 16, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

Commencing at a found brass cap monumenting the North quarter corner of said Section 16; thence along the North-South center of section line, South 00°10'40" East, a distance of 5,291.46 feet to a found steel pin monumenting the South quarter corner of said Section 16; thence continuing along said North-South center of section line, North 00°10'40" West, a distance of 386.65 feet to a set P.K. nail, said P.K. nail being the POINT OF BEGINNING; thence leaving said North-South center of section line South 89°43'57" West, a distance of 867.44 feet to a found iron pipe on the Easterly boundary of Hubbard Reservoir (as defined as Instrument No. 41725, records of Ada County, Idaho); thence along said Easterly boundary the following courses: North 43°49'36" West, a distance of 297.41 feet to a found iron pipe; thence North 09°22'13" West, a distance of 430.23 feet to a set steel pin; thence leaving said Easterly boundary South 89°46'37" East, a distance of 1,141.48 feet to a set P.K. nail on the North-South center of section line of said Section 16; thence along said North-South center of section line South 00°10'40" East, a distance of 630.55 feet to the POINT OF BEGINNING.



Fidelity National Title
Insurance Company

Order No.: 1079359-am

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 13.00 2
BOISE IDAHO 11/27/2013 01:02 PM
DEPUTY Lisa Batt
Simplifile Electronic Recording
RECORDED-REQUEST OF
FIDELITY NATIONAL TITLE - BOIS
113129008

WARRANTY DEED

FOR VALUE RECEIVED

Clay Ward, a married man as his sole and separate property, and Debra Ward, his spouse

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

DBTV Agricultural Holdings, LLC, a Delaware Limited Liability Company

GRANTEES(s), whose current address is: **6152 W Half Moon Lane, Eagle, ID 83616**
the following described real property in Ada County, State of Idaho, more particularly described as follows, to wit:

Lot 6 in Block 1 of Hoodoo Cowboy Subdivision No. 2, according to the official plat thereof, filed in Book 104 of Plats at Page(s) 14006 through 14008, records of Ada County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Effective this 26 day of November, 2013

Clay Ward

Debra Ward

State of Idaho

County of Ada

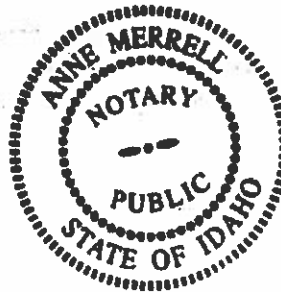
On this 26th day of November, 2013, before me the undersigned, a Notary Public in and for said state, personally appeared Clay Ward and Debra Ward known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that he/she executed the same.

Anne Merrell

Notary Public Name: _____

Residing at _____ Residing In: Boise, Idaho

My Commission Expires: _____ Commission Expires: 05/16/2018





Fidelity National Title
Insurance Company

Order No.: 1079370-am

ADA COUNTY RECORDER Christopher D. Rich AMOUNT 13.00 2
BOISE IDAHO **11/27/2013** 01:19 PM
DEPUTY Bonnie Oberbillig
Simplifile Electronic Recording
RECORDED-REQUEST OF
FIDELITY NATIONAL TITLE - BOIS

113129020

WARRANTY DEED

FOR VALUE RECEIVED

DBTV Agricultural Holdings, LLC, a Delaware Limited Liability Company

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

Robert J. Evangelho and Susan Kay Evangelho, husband and wife

GRANTEES(s), whose current address is: 1801 Stewart Road, Kuna, ID 83634

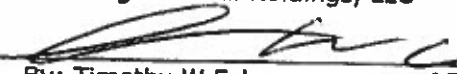
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Effective this 13 day of November, 2013

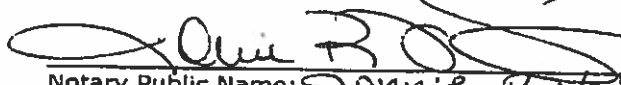
DBTV Agricultural Holdings, LLC

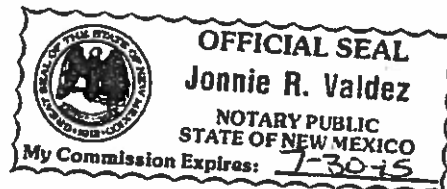

By: Timothy W Eck as manager of EAMI, LLC
Its: Manager

State of ~~Idaho~~ New Mexico

County of Santa Fe

On this 13 day of November, 2013, before me the undersigned, a Notary Public in and for said state, personally appeared Timothy W Eck who known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he is the Manager for EAMI, LLC, ~~Manager~~ for DBTV Agricultural Holdings, LLC.


Notary Public Name: Jonnie R. Valdez
Residing at 300 Paseo de Peralta, Santa Fe NM
My Commission Expires: 7-30-15



H O O D O O C O W B O Y
S U B D I V I S I O N N O . 2

RAISON & POLYMER

CLIMATE MOVEMENT

THIS CURRENCY IS IN THE ABOVE-SUMMARY SECTION. IT WAS TRANSFERRED TO THE NATIONAL LOTTERY AND WILL BE CONSIDERED OFFICIAL FOR DELIVERY TO THE DEVELOPER. THE COUNTRY'S COUNTRY CODE IS 11-1111.

127 NORTH OAK

[illegible]

Introduction

1. ANY RE-SUBMITTAL OF THIS PLAN SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBMISSION.

CENTRAL GASTROHEALTH

* LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.²

REGIONAL SOCIETY

ASSESSMENT

[illegible]

Key:

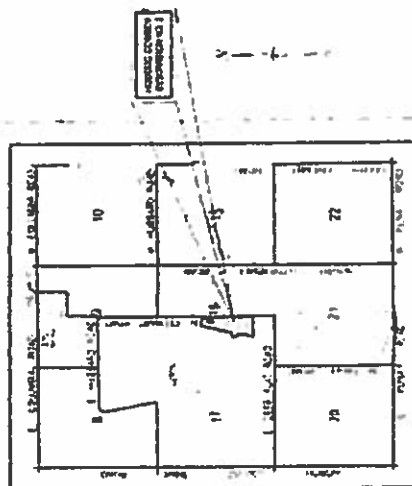
1. LOT OWNERS ARE TO PROVIDE AND INSTALL VEHICLE TURN AROUND AREAS ON EACH INDIVIDUAL LOT
2. THE LOTS IN THE SUBDIVISION ARE WITHIN THE SPHERE OF INFLUENCE OF AN ANIMAL FEEDING OPERATION (AFC) PER ADA COUNTY CODE 12A-6010

BUY ONE & TRACK

ALSO ONE OF SEVERAL THINGS REMARKABLE ABOUT THE COUNTY COURTS WITH ALL THIS NEW COURT CASES IS THAT THEY ARE BEING HANDLED BY JUDGES WHO HAVE ONLY ONE YEAR OF EXPERIENCE IN THE POSITION.

GENERAL NOTES

1. REMOVAL (OT OWNERS SHALL CONNECT TO A MUNICIPAL SEWAGE COLLECTION AND TREATMENT FACILITY WHEN REASONABLY AVAILABLE WITHIN 100' OF PROPERTY)
2. SEE SEWAGE COLLECTION PLAN DETERMINED #101681331 AND WASTEWATER REED #0013131



VICINITY MAP.

ELITE

SHEET 1 OF 3 - COVER AND NOTES
 SHEET 2 OF 3 - PLAT MAP
 SHEET 3 OF 3 - CERTIFICATE SHEET



RIEDEL ENGINEERING, INC.
202 FALLS AVENUE
TWIN FALLS, IDAHO 83401
HOODOO COWBOY SUBDIVISION N

RIEDEL
Engineering

36 124 5.14372

HOODOO COWBOY SUBDIVISION NO. 2

A SUBDIVISION OF

LOT 2, BLOCK 1, HOODOO COWBOY SUBDIVISION

IN A PORTION OF THE SW 1/4 & NW 1/4

SECTION 16, T. 2 N., R. 1 E., B.M.

ADA COUNTY, IDAHO

2011

CURVE DATA TABLE		
CH	DELTA	ARC
1	157.27°	150.00'
2	50.84'	50.84'
3	50.84'	50.84'
4	50.84'	50.84'
5	50.84'	50.84'
6	50.84'	50.84'
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LINE DATA TABLE

LINE	BEARING	DISTANCE
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100	N 89° 00' 00" W	50.84'

LEGEND

BOUNDARY LINE	SPR
CENTERLINE	AC
SECTION LINE	S
LOT LINE	FO
RIGHT OF WAY	SBS OF BEARING
EASEMENT	REAL POINT OF BEGINNING
90° 00' 00" CAP (N)	
FOUND 4" REBAR	
FOUND 1" REBAR	
SET 12" CAP REBAR & CAP MARKED 10' 14" W	
REPLACED FOUND REBAR WITH 12" CAP REBAR & CAP MARKED 10' 14" W	
FOUND 1" REBAR	
FOUND 2" PIPE	
CONCRETE PENETRATION NUMBER	
APR	
SQUARE FEET	
FOUND	
SBS OF BEARING	
REAL POINT OF BEGINNING	

REF
SUBDIVISION PLAT P1011653 AND WARRANTY DEED 1991170
ADA COUNTY PLANNING AND ZONING COMMISSION FILE NO. 02-02-4 HOODOO
COWBOY SUBDIVISION FINAL PLAT

-HEALTH CERTIFICATE-

SAFETY INSTRUCTIONS AS REQUIRED BY IDAHO CODE TITLE 18, CHAPTER 13, HAVE BEEN
SATISFIED. SAFETY INSTRUCTIONS MAY BE REFORMED IN ACCORDANCE WITH IDAHO CODE
TITLE 18, CHAPTER 13, SECTION 18-13-02, BY THE ISSUANCE OF A CORRECTIVE ORDER.

NOT NECESSARY - SEE SHEET 3

SCALE



RIEDEL ENGINEERING, P.C.
202 FALLS AVENUE
TWIN FALLS, IDAHO 83401

HOODOO COWBOY SUBDIVISION NO. 2

RIEDEL
Engineering

Handwritten notes:
Rid. Evangelista
3-31-10
Wagner
3-31-10
SK Evangelista

PURCHASE AND SALE AGREEMENT
10.129ACRES, Parcel # R3721170400

This real estate purchase and sale agreement (this "Agreement") is entered into effective the 13th day of November, 2013, by and between Robert J. Evangelho and Susan K. Evangelho ("Buyer") and DBTV Agricultural Holdings, LLC a Delaware Limited Liability Company ("Seller").

RECITALS

- A. Seller is the owner of those real estate parcels legally described and depicted on the attached Exhibit "A", which is made a part hereof (collectively the "Property"); and
- B. Seller desires to sell, transfer and convey the Property according to the provisions hereinafter set forth; and
- C. Buyer desires to purchase the Property

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer represent, covenant, undertake and agree as follows:

1. **AGREEMENT OF PURCHASE AND SALE.**

Seller agrees to sell, transfer and convey, and Buyer agrees to purchase, the Property, together with any and all appurtenances, improvements, entitlements, irrigation improvements, irrigation equipment, fences, development rights and water rights thereto, upon each of the terms and conditions hereinafter set forth.

2. **PURCHASE PRICE AND PAYMENT TERMS.**

Real Estate Purchase and Sale Agreement Page 1
SELLER INITIAL TWE

BUYER INITIAL



revised 3-31-16
SK Evangelho
- R J Evangelho
3/31-16

3. BROKERAGE FEES There are no Brokers or Agents involved in this transaction.
4. DUE DILIGENCE Buyer shall have until November 14th, 2013 at 5:00 p.m. MST to complete due diligence. During the Due Diligence Period, Buyer and its agents may enter upon the Property, at Buyer's sole cost and expense, for the purpose of conducting such physical inspections and non-destructive soil and engineering tests as Buyer may elect to make or obtain. Buyer shall indemnify and hold Seller harmless from and against any mechanics' lien and any claim, cause of action, lawsuit, damage liability, loss, cost or expense (including without limitation, attorneys' fees) arising out of any such entry by Buyer or its agents or out of any such inspections or tests conducted by Buyer or its agents.
5. TITLE MATTERS.
- a) Documents Evidencing Title. Within two (1) day from the effective date hereof, Seller shall deliver, or cause to be delivered, to Buyer, a commitment for an ALTA standard owners title insurance policy and all underlying documents of record (the "Title Commitment") issued by Fidelity National Title Company Of Idaho (Nanci Boslau), located at 8665 W. Emerald, Suite 200, Boise, ID 83704 ("Escrow Agent"), in an amount equal to the purchase price, showing title to the Property to be vested in Seller subject to the lien of real estate taxes for the current calendar year not yet due and payable and all other liens, easements, restrictions and encumbrances of record.
- b) Title Defects. If the Title Commitment delivered by Seller discloses liens or other matters objectionable to Buyer ("Unpermitted Exceptions") and Buyer objects in writing to Seller within one (1) day of Buyer's receipt of the Title Commitment, Seller shall, within one (1) day of Seller's receipt of Buyer's written objections ("Objection Period"), have the Unpermitted Exceptions removed from the Title Commitment, provide Buyer written assurances that the objected to matters shall be resolved or discharged by the Closing Date or have the Escrow Agent commit to insure against loss or damage that may be occasioned by such Unpermitted Exceptions. If Seller fails or is unwilling to have the Unpermitted Exceptions removed or corrected or if Seller fails to provide acceptable assurances to Buyer or cause the Escrow Agent to insure over any such Unpermitted Exceptions within the time period above, Buyer may terminate this Agreement within one (1) day from the expiration of the Objection Period, at which time, the Earnest Money shall be promptly delivered to Buyer and neither Buyer nor Seller shall have any further rights or remedies hereunder. If Buyer elects to take the Property subject to any Unpermitted Exceptions or fails to terminate this Agreement within one (1) day from the expiration of the Objection Period, this Agreement shall remain in full force and effect and

RE (S) [Signature]
R J Evangelista
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31-11-16
[Signature]

any objection to the Unpermitted Exceptions shall be deemed waived. Any and all taxes, liens, easements, encumbrances and other matters of title not objected to, or waived, by Buyer shall be referred to herein as "Permitted Exceptions." Liens or other matters to be discharged by Seller may be paid out of the Purchase Price received by Seller on the Closing Date. Those exceptions in the Title Commitment not objected to by Buyer and those that the Seller causes the Escrow Agent to insure over within the time period above shall also be "Permitted Exceptions." Notwithstanding anything herein to the contrary, or failure by Buyer to provide subsequent written notice of objection, the following shall be deemed Unpermitted Exceptions: (a) any property taxes other than those for the current calendar year not yet due and payable, and (b) any outstanding or unpaid assessments, obligations and liens.

- c) Title Insurance. As soon as it is available after the Closing Date, Seller will provide to Buyer a standard coverage policy of title insurance pursuant to the Title Commitment, dated as of the Closing Date and insuring Buyer in the amount of the Purchase Price subject only to the general exceptions appearing in the policy form and the Permitted Exceptions ("Title Policy"). The premium for Title Insurance shall be paid by Buyer at closing. Buyer shall have the right to upgrade the Title Policy to an extended coverage policy as long as Buyer pays the additional premium.
- d) Conveyance of Title. Seller's title to the Property is to be conveyed to Buyer by warranty deed ("Warranty Deed") in a form approved by Buyer, subject only to non-delinquent property taxes, the Permitted Exceptions and other matters that may be approved in writing by Buyer.
- 6. REPRESENTATIONS AND WARRANTIES. In addition to other representations herein, Seller represents and warrants to Buyer as of the date hereof, and as of the Closing Date, that:
 - a) Authority. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby have been duly and validly authorized by all necessary action of Seller and the Agreement and all other agreements contemplated hereby are valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms.
 - b) No Conflict. To the Seller's actual knowledge the execution, delivery and performance by Seller of its obligations under the Agreement and all other agreements contemplated hereby will not conflict with any contract, lease, statute, law, rule or regulation, or any judgment, order or decree of any governmental authority or court having jurisdiction over the Seller and/or the Property, and Seller has no knowledge that any consent, approval,

[Handwritten signatures and initials]
R. J. Evangelista
3/13/16

[Handwritten signatures and initials]
3/13/16
SK Wong

authorization or order of or qualification with any person, entity or governmental authority is required for the performance by the Seller of its obligations under this Agreement or any other agreement contemplated hereby.

- c) Title: Transfer: Liens. On the Closing Date, Seller will transfer to Buyer the Property free and clear of all security interests, mortgages, pledges, liens, encumbrances, taxes, claims and equities other than the Permitted Exceptions.
- d) No Litigation or Adverse Events. Seller has no actual knowledge of any threatened in writing investigations, actions, suits, proceedings or claims against or affecting Seller or the Property.
- e) Environmental Condition of Property. Seller has no actual knowledge of any hazardous materials being present on, under, in or about the Property in violation of law.
- f) Condemnation. Seller has no actual knowledge of any proposed or threatened condemnation or private purchase in lieu of such proceedings affecting the Property.
- g) Non-Foreign Person. Seller is not a "foreign person" as such term is defined in Section 1445(f) of the Internal Revenue Code of 1986, as amended, and is not subject to withholding under the laws of the State of Idaho.
- h) Other than the Seller's express written representations and warranties contained in this Agreement and those contained in any written instrument delivered to the Buyer at closing, the Buyer acknowledges that it is purchasing the Property AS IS.

7. REPRESENTATIONS AND WARRANTIES OF BUYER. In addition to other representations herein, Buyer represents and warrants to Seller as of the date hereof, and as of the Closing Date, that:

- a) Authority. The execution, delivery and performance of this Agreement and all other agreements contemplated hereby have been duly and validly authorized by all necessary action of Buyer and the Agreement and all other agreements contemplated hereby are valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms.
- b) No Conflict. Buyer has no knowledge that the execution, delivery and performance by Buyer of its obligations under the Agreement and all other agreements contemplated hereby will conflict with any contract, lease,

RJ Evangelho

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statute, law, rule or regulation, or any judgment, order or decree of any governmental authority or court having jurisdiction over the Buyer, and Buyer has no knowledge that any consent, approval, authorization or order of or qualification with any person, entity or governmental authority is required for the performance by the Buyer of its obligations under this Agreement or any other agreement contemplated hereby.

8. DISCLOSURES AND POST-CLOSING OBLIGATIONS. Notwithstanding anything in this Agreement to the contrary, Buyer acknowledges that the Property is currently within Ada County.

9. CLOSING AND RELATED MATTERS.

- a) Closing Date. The closing shall take place on or before November 15, 2013, or as otherwise mutually agreed to in writing by the parties ("Closing Date"), and shall take place at the office of Fidelity National Title Company of Idaho, located at 8665 W. Emerald, Suite 200, Boise, ID 83704. For purposes of this Agreement, "closing" shall be deemed to have occurred when the Warranty Deed has been properly recorded in the official records of Ada County, Idaho. Failure to close by the scheduled closing date, unless extended in writing by seller and buyer, shall be considered a default under the terms and remedies of this agreement.
- b) Closing Deposits, Fees and Proration's. Buyer and Seller shall deposit in escrow with the Escrow agent all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. The cost of the Escrow Agent's closing fees shall be equally divided between Seller and Buyer. All other expenses not specifically referenced in this Agreement and incurred by Seller with respect to this transaction shall be the responsibility of Seller. Real property and similar taxes, utility charges, homeowner's assessments and other customary expenses if not due shall be pro-rated as of the date of Closing.
- c) Possession. Possession of the Property shall be delivered to Buyer on the Closing Date.
- d) Risk of Loss, Condemnation. Risk of loss or damage to the Property shall be borne by Seller until the Closing Date. If the Property is or becomes the subject of any condemnation proceeding prior to closing, Buyer may, at its option, terminate this Agreement by giving notice of such termination to Seller on or before the Closing Date, and upon such termination the Earnest Money shall be returned to Buyer and this Agreement shall be of no further force or effect; provided, however, that Buyer may elect to purchase the Property, in which case the Purchase Price shall be reduced

[Handwritten signatures and dates]
3-31-16
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by the total of any condemnation award received, or to be received, by Seller. Seller agrees to notify Buyer of any condemnation proceedings within two (2) days after seller learns thereof.

10. DEFAULT AND REMEDIES. Should Seller fail or neglect to perform in accordance with the terms of this Agreement, Buyer shall be entitled to the return of the Earnest Money and all other rights and remedies as are available at law or in equity including the termination of this Agreement including but not limited to costs incurred conducting the Level 1 Environmental. Should Buyer fail, or neglect to perform in accordance with the terms of this Agreement, the Earnest Money shall be paid to Seller as liquidated damages as Seller's sole and exclusive remedy for Buyer's default, and this Agreement shall terminate.
11. EXCHANGE. Buyer and Seller acknowledge that either party may wish to structure this transaction as a tax deferred exchange of like-kind property within the meaning of Section 1031 of the Internal Revenue Code. Each party agrees to reasonably cooperate with the other party to effect such an exchange, provided, however, that (i) the cooperating party shall not be required to incur any expenses or liability whatsoever in connection with the exchange, (ii) no substitution of the effectuating party shall release said party from any of its obligations, warranties, or representations set forth in this Agreement or from liability for any prior or subsequent default under this Agreement by the effectuating party, its successors or assigns, and party shall release said party from any of its obligations, warranties or representations set forth in this Agreement or from liability for any prior or subsequent default under this Agreement by the effectuating party, its successors or assigns, and (iii) the effectuating party shall give the cooperating party at least five (5) business days prior notice of the proposed changes required to effect such exchange and the identity of any party to the substituted in the escrow.
12. MISCELLANEOUS
- a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.
- b) This Agreement, embodies the entire agreement between the parties hereto with respect to the subject matter hereof. No extension, change, modification, amendment or waiver to, or of, this Agreement of any kind whatsoever shall be made or claimed by Seller or Buyer, and no notice of any extension, change, modification, amendment or waiver made or claimed by Seller or Buyer shall have any force or effect whatsoever unless the same shall be endorsed in writing by both parties.

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3130-16

[Handwritten signatures and initials]
3-31-16

- c) This Agreement shall be governed by the laws of the State of Idaho.
- d) In the event it shall become necessary for either party to this Agreement to retain legal counsel to enforce any term, condition, or covenant of this Agreement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs of suit, including any bankruptcy and/or other appeal proceedings.
- e) Time is of the essence of this Agreement.
- f) Seller and Buyer shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request, or as may be reasonably necessary, to consummate the transaction contemplated in this Agreement.
- g) All notices or other communications given with respect to the subject matter of this Agreement shall be in writing, and shall be served on the parties addressed as follows:

If to Buyer: Robert J. & Susan K Evangelho
1801 N Steward Rd
Kuna, Idaho 83634-1439
sueevangelho@gmail.com

If To Seller: DBTV Agricultural Holdings, LLC
Attn: Timothy W. Eck
6152 W Half Moon Ln
Eagle, Idaho 83616
timothyeck@me.com

Any such notices shall be either (a) sent by certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the U.S. Mail, (b) sent by overnight delivery using a nationally recognized overnight courier, in which case it shall be deemed delivered one (1) business day after deposit with such courier or (c) sent by personal delivery, in which case notice shall be deemed delivered upon delivery, (d) sent by electronic transmission (email), in which case notice shall be deemed delivered upon transmission. The above addresses may be changed by written notice to other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice.

RJ Evangelho
2-31-16

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- h) Each individual executing this Agreement on behalf of any entity, hereby represents and warrants that his entity has duly and properly authorized the execution of this Agreement by such individual and that this Agreement is enforceable against his entity in accordance with its terms.
- i) Both parties hereto have either (i) been represented by separate legal counsel, or (ii) have had the opportunity to be so represented. Thus, in all cases, the language herein shall be construed simply and in accordance with its fair meaning and not strictly for or against a party, regardless of which party prepared or caused the preparation of this Agreement.
- j) This Agreement shall be null and void and of no force or effect unless a fully executed original of this Agreement is delivered to and received by each party on or before November 15, 2013.

R. J. Evangelista
3-31-16
SKW

RJ Evangelista

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement
as of the date first above written.

BUYER:

Robert J. & Susan K. Evangelho

By:

Name: Robert J. Evangelho

By:

Name: Susan K. Evangelho

SELLER:

DBTV AGRICULTURAL HOLDINGS, LLC

By:

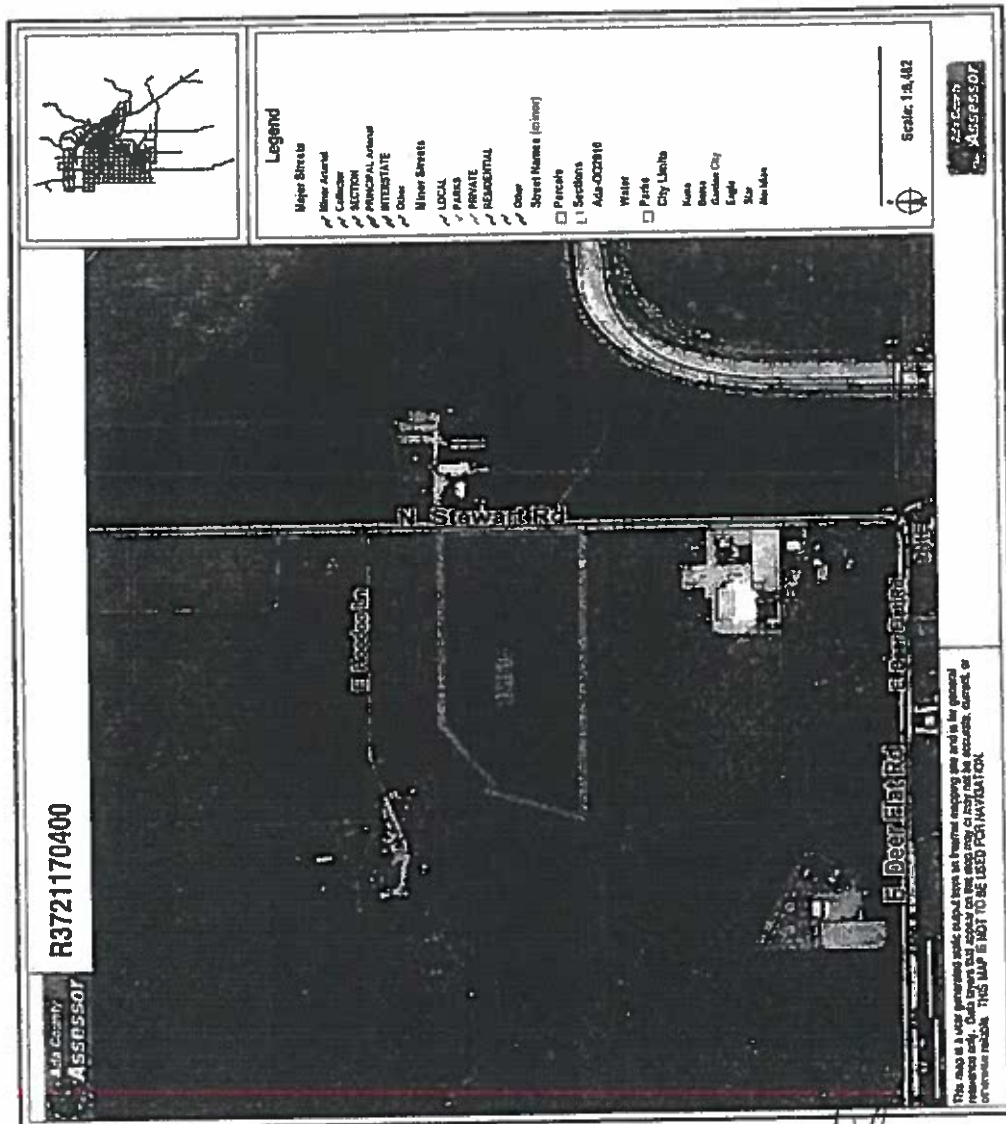
Name: Timothy W. Eck as Manager of EAMI, LLC

Its: Manager

Robert J. Evangelho
3-31-16
3-31-16
Timothy W. Eck
Susan K. Evangelho

RE

EXHIBIT "A"
LOT 6, BLOCK 1 OF HOODOO COWBOY SUBDIVISION NO S, ACCORDING
TO THE PLAT THEREOF, FILED IN BOOK 104 OF PLATS 14006-14008,
RECORDS OF ADA COUNTY, IDAHO
 APN: R3721170400



3-31-16
OK [Signature]

R. J. Evangelho
3-31-16

Real Estate Purchase and Sale Agreement Page 10
 SELLER INITIAL TWE

BUYER INITIAL

RE *(Signature)*

RE

DA 8339

Recording Requested By and
When Recorded Return to ACCOMMODATION

ROBERT J. EVANGELHO
SUSAN KAY EVANGELHO
3070 W. Lake Hazel Rd. 3060
Meridian, ID
Meridian, ID 83642

3060 5th W Lake Hazel Rd

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SPECIAL WARRANTY DEED

1031 Exchange
for 1805 Stewart Rd
Kuna, Id 83634

THIS SPECIAL WARRANTY DEED (this "Deed"), made as of the 6th day of July, 2006, is between PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER #105, LLC, an Idaho limited liability company ("Grantor"), and ROBERT J. EVANGELHO AND SUSAN KAY EVANGELHO, HUSBAND AND WIFE ("Grantee"), whose legal address is: 3070 W. Lake Hazel Rd., Meridian, ID Meridian, ID 83642.

WITNESSETH, That Grantor, for and in consideration of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, located in the County of Ada, State of Idaho, more particularly described as follows:

See legal description described on Exhibit "A" attached hereto

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of Grantor, either in law or equity, of in and to the above bargained premises, with the hereditaments, easements, rights of way and appurtenances, and with all of Grantor's interest, if any, in and to any and all minerals, water, ditches, wells, reservoirs and drains, and all water, ditch, well, reservoir and drainage rights which are appurtenant to, located on, now or hereafter acquired under or above or used in connection with the property (collectively, the "Property").

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, its successors and assigns forever. Grantor, for itself, and its successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the enrolling and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, as of January 6, 2006.

Susan K Evangelho 11-11-16
Robert J Evangelho 11-11-16

1805 Stewart Rd Kuna, Id

EXHIBIT "A"

A tract of land situated in the Southwest quarter of Section 16, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, described as follows:

Commencing at a found brass cap monumenting the North quarter corner of said Section 16; thence

along the North-South center of section line,

South 00°10'40" East, a distance of 5,291.46 feet to a found steel pin monumenting the

South quarter corner of said Section 16; thence continuing

along said North-South center of section line,

North 00°10'40" West, a distance of 386.65 feet to a set P.K. nail, said P.K. nail being the POINT OF BEGINNING; thence

leaving said North-South center of section line

South 89°43'57" West, a distance of 867.44 feet to a found iron pipe on the Easterly boundary of Hubbard Reservoir (as defined as Instrument No. 41725, records of Ada County, Idaho); thence

along said Easterly boundary the following courses:

North 43°49'36" West, a distance of 297.41 feet to a found iron pipe; thence

North 09°22'13" West, a distance of 430.23 feet to a set steel pin; thence

leaving said Easterly boundary

South 89°46'37" East, a distance of 1,141.48 feet to a set P.K. nail on the North-South center of section line of said Section 16; thence

along said North-South center of section line

South 00°10'40" East, a distance of 630.55 feet to the POINT OF BEGINNING.

James K. Engle
4-11-16
Robert J. Engle
4/11/16

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof BY, THROUGH OR UNDER Grantor.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed as of the date set forth above.

PIONEER EXCHANGE ACCOMMODATION TITLEHOLDER #105, LLC,
an Idaho limited liability company

By: Pioneer 1031 Company, Member

By: Alicia Reinhard
Its: Assistant Secretary

STATE OF IDAHO

COUNTY OF ADA

)
) ss.
)

The foregoing instrument was acknowledged before me this 6th day of July, 2006, by Alicia Reinhard, as Assistant Secretary of Pioneer 1031 Company, an Idaho corporation, Member of Pioneer Exchange Accommodation Titleholder #105, LLC, an Idaho limited liability company.

WITNESS my hand and official seal.

My commission expires: 3-1-2007.

Candy Kirkes
Notary Public

(NOTARIAL SEAL)



Susan R. Evangelista
4-11-16

Robert J. Evangelista
4-11-16

Addendum A

SITUATED IN THE COUNTY OF ADA AND STATE OF IDAHO:

A TRACT OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT A POUND BRASS CAP MONUMENTING THE NORTH 1/4 CORNER OF SAID SECTION 16, THENCE ALONG THE NORTH-SOUTH CENTER OF SECTION LINE, SOUTH 00 DEGREES 10 MINUTES 40 SECONDS EAST A DISTANCE OF 5291.46 FEET TO A POUND STEEL PIN MONUMENTING THE SOUTH 1/4 CORNER OF SAID SECTION 16, THENCE CONTINUING ALONG SAID NORTH-SOUTH CENTER OF SECTION LINE, NORTH 00 DEGREES 10 MINUTES 40 SECONDS WEST A DISTANCE OF 386.63 FEET TO A SET P.K. NAIL, SAID P.K. NAIL BEING THE POINT OF BEGINNING. THENCE LEAVING SAID NORTH-SOUTH CENTER OF SECTION LINE SOUTH 89 DEGREES 43 MINUTES 57 SECONDS WEST A DISTANCE OF 867.44 FEET TO A POUND IRON PIPE ON THE EASTERLY BOUNDARY OF HUBBARD RESERVOIR (AS DEFINED INSTRUMENT NO. 41725, RECORDS OF ADA COUNTY), THENCE ALONG SAID EASTERLY BOUNDARY THE FOLLOWING COURSE: NORTH 43 DEGREES 49 MINUTES 35 SECONDS WEST A DISTANCE OF 297.41 FEET TO A POUND IRON PIPE, THENCE NORTH 09 DEGREES 22 MINUTES 13 SECONDS WEST A DISTANCE OF 430.23 FEET TO A SET STEEL PIN, THENCE LEAVING SAID EASTERLY BOUNDARY SOUTH 89 DEGREES 46 MINUTES 37 SECONDS EAST A DISTANCE OF 1142.48 FEET TO A SET P.K. NAIL ON THE NORTH-SOUTH CENTER OF SECTION LINE OF SAID SECTION 16, THENCE ALONG SAID NORTH-SOUTH CENTER OF SECTION LINE SOUTH 00 DEGREES 10 MINUTES 40 SECONDS EAST A DISTANCE OF 630.53 FEET TO THE POINT OF BEGINNING.

Jacque Cole

Ronald Cole
SELLERS

12-16-05
Date

P. Evangello
Buyers

12-15-05
Date

Susan H. Evangello
4-11-16

Robert J. Evangello

4-11-16

6

RE-11 ADDENDUM # 4 C

(1,2,3, etc.)

Date: 1/3/06

THIS IS A LEGALLY BINDING CONTRACT. READ THE ENTIRE DOCUMENT INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

This is an ADDENDUM to the Purchase and Sale Agreement and Receipt for Earnest Money.
("Addendum" means that the information below is added material for the agreement (such as lists or descriptions) and/or means the form is being used to change, correct or revise the agreement (such as modification, addition or deletion of a term)).

PURCHASE AND SALE AGREEMENT DATED: 12/15/05 ID# 233/397ADDRESS: 1905 Stewart RdBUYER(S): Robt & Sue EvangeloSELLER(S): Ann & Jack Colas

The undersigned parties hereby agree as follows:

Closing to be on or before 1/6/06

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the Purchase and Sale Agreement including all Addendums or Counter Offers, these terms shall control. All other terms of the Purchase and Sale Agreement including all Addendums or Counter Offers not modified by this ADDENDUM shall remain the same. Upon its execution by both parties, agreement is made an integral part of the aforementioned Agreement.

Seller Ann & Jack Colas

Date: 1-3-06

BUYER: Robert & Sue Evangelo

Date: 1-3-06

SELLER: Ann & Jack Colas

Date: 1-3-06

BUYER: Ann & Jack Colas

Date: 1-3-06

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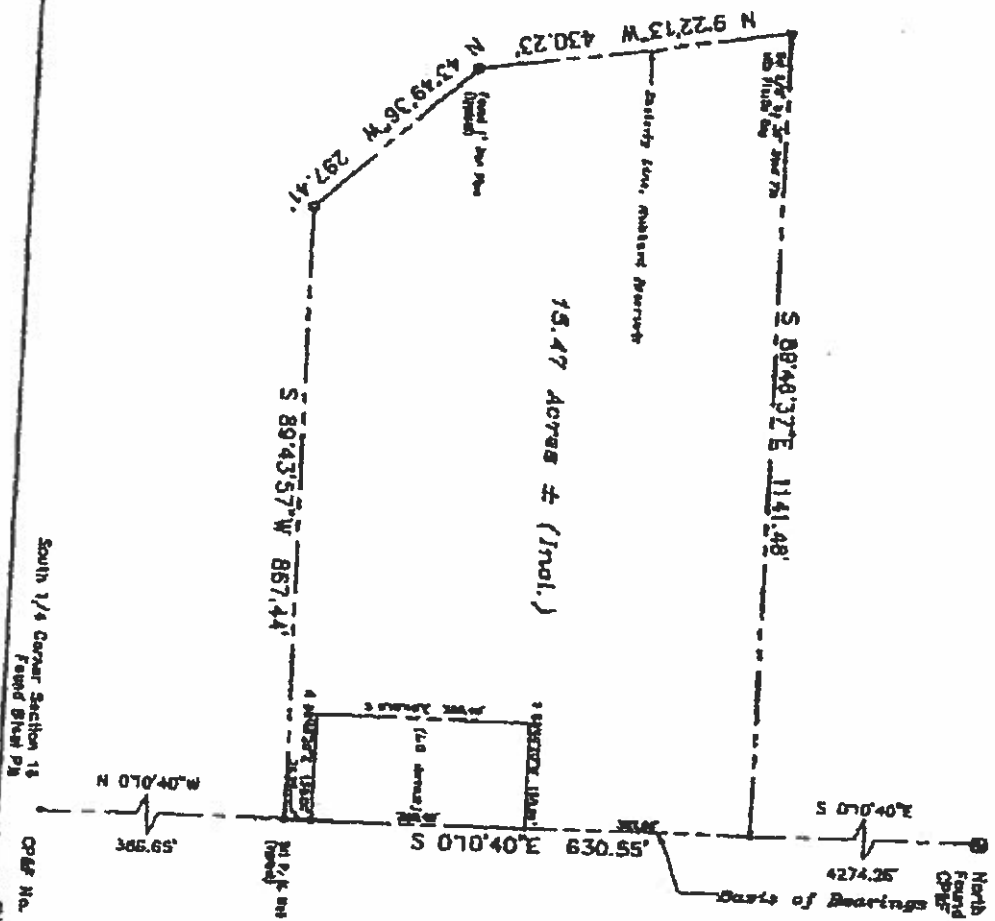
Lisa K. Evangelo 4-11-16
Robert & Sue Evangelo 4/11/16

RECORD OF SURVEY

for **NICHOLAS F. BISHOP**

Situated in the Southwest 1/4 of Section 16
Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho

Boise, Idaho, 1911
NO. 1217



CERTIFICATE OF SURVEYOR

I, **Robert J. Engle**, do hereby certify that I am a Licensed Professional Surveyor, and that the foregoing is a true and correct copy of the original record of the survey as the same appears in the records of the Surveyor General of Idaho, and that the same is a true and correct copy of the original record of the survey as the same appears in the records of the Surveyor General of Idaho, and that the same is a true and correct copy of the original record of the survey as the same appears in the records of the Surveyor General of Idaho.



Royance & Associates, P.A.
Engineers - Surveyors - Landmen
4227 Emerald Street, Boise, Idaho 83706
(208) 336-7590

Sum K. Engle 4-11-16
Robert J. Engle 4-11-16

An aerial photograph of a residential area, showing houses, streets, and trees. A large white rectangular patch is overlaid on the lower-middle portion of the image. Handwritten text in cursive is written on this patch. The text includes two names and two dates.

SK Evangelin
4-11-16

Rachel J Evangelin
4-11-16



State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082

PHONE: (208) 334-2190 FAX: (208) 334-2348 www.idwr.idaho.gov

C.L. "BUTCH" OTTER, Governor
DAVID R. TUTHILL, JR., Director

September 15, 2016

ROBERT J AND SUSAN K EVANGELHO
1801 STEWART RD
KUNA, ID 83634

RE: Notice of Ownership Change in Water Right No. 63-161BY and 63-161BX

Dear Applicants,

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water rights to you. The Department has modified its records to reflect the change in ownership for **63-161BY** and has enclosed a computer-generated report for your records. Due to insufficient documentation of ownership for the property appurtenant to **63-161BX** an ownership change was not processed. A refund has been requested and will be sent out under separate cover.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Sections 42-222 and 42-223, Idaho Code.

Please note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Change reporting forms are available from any office of the Department, or at www.idwr.idaho.gov.

If you have any questions concerning the enclosed information, please feel free to contact this office at 208-334-2190.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Brenda Serrano', is written over a horizontal line.

Brenda Serrano
Technical Records Specialist I
Western Regional Office

MEMORANDUM

TO: Sascha Marston
FROM: Brenda Serrano (western)
DATE: September 15, 2016
RE : Refund

MASON CREEK RANCH paid \$100 for a Notice of Change in Water Right Ownership split for 63-161BX on September 30, 2014. The ownership change will not be processed due to insufficient documentation of ownership. A full refund should be issued.

Please issue a \$100 refund as follows:

TO

MASON CREEK RANCH
R.J. OR S.K. EVANGELHO
1805 STEWART RD
KUNA, ID 83634

RECEIPT

W042550, copy attached

Copy: File # 63-161BY, 63-161BX

Boise Office

Golden Eagle Building
1101 W. River St., Ste. 110
P.O. Box 7985
Boise, Idaho 83707
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Monday, April 11, 2016

RECEIVED
APR 13 2016
WATER RESOURCES
WESTERN REGION

Brenda Serrano
Department of Water Resources
Western Regional Office
2735 Airport Way
Boise, ID 83705-5082

Re: Notice of Change in Water Right Ownership Nos. 63-161BX and 63-161BY

Dear Ms. Serrano:

This letter is to follow up my prior correspondence and our conversations regarding the above-referenced matter. On February 4, 2016, you sent a letter to me indicating that you need a "completed application form" submitted to process this request for change of ownership. The original applications were returned to my clients on January 20, 2015, although they have not been able to locate the original applications. Thus, I am enclosing herewith all of the original documents previously submitted, including the prior payments and receipts, and specifically including the Notice of Change in Water Right Ownership forms. I have had my clients sign each of these documents as new originals. I realize there are some notes and other information on these forms but they also have the dates received and payment received information and thus I thought it was easier and less complicated to simply have these forms re-signed as originals. It was my understanding from our conversation that IDWR still had the payments which were previously submitted and the deeds which were previously requested and now that the original forms have been submitted IDWR can process the change of ownership request.

As always, please contact me should you have any questions or concerns.

Yours very truly,



S. Bryce Farris

Enclosures

Cc: clients

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