



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

January 20, 2015

ROBERT I & SUSAN K EVANGELHO
1801 STEWART RD
KUNA ID 83634

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

Dear Applicants,

The Department of Water Resources acknowledges receipt of your Notice of Change in Water Right Ownership. However, the application has not been processed.

On September 30, 2014 IDWR communicated with Pioneer Title requesting additional documentation in order to change the ownership for the above referenced water rights. As of January 20, 2015 the Department has not received the requested documentation.

The following was either not submitted with the notice or needs some clarification.

- Submit a recorded Deed.

Because the Department cannot process this request at this time, we are returning the application and all attachments. You may submit the forms with the required documentation and fees at any time.

Should you have questions, please call this office at 208-334-2190.

Sincerely,

RS Rachel Sommer
Administrative Assistant I
Western Regional Office

Enclosures

RECEIVED

Form 13/42-109(6) Rev. 08/14

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
70 63-161 BX	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Ward Stables
Name of current water right holder/claimant
3. 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?
☐ 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: 11-27-13 closing 11-15-13
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☐ Filing fee (see instructions for further explanation):
o \$25 per *undivided* water right.
o \$100 per *split* water right.
o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Susan K Evangelho Title, if applicable: _____ Date: 9-29-14
Signature of new owner/claimant
- Signature: Robert J Evangelho Title, if applicable: _____ Date: 9-29-14
Signature of new owner/claimant

For IDWR Office Use Only:

Received by J. Strange Date 9-30-14 Receipt No. W1042550 Receipt Amt. \$100.00

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

Name on W-9 N/A Approved by _____ Processed by _____ Date _____

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

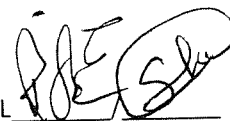


3. BROKERAGE FEES There are no Brokers or Agents involved in this transaction.
4. DUE DILIGENCE Buyer shall have until November 14th, 2013 at 5:00 p.m. MST to complete due diligence. During the Due Diligence Period, Buyer and its agents may enter upon the Property, at Buyer's sole cost and expense, for 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 *Sho*

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,



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.

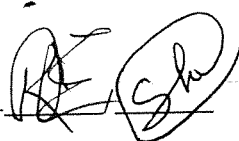
- c) Title: Transfer: Liens. On the Closing Date, Seller will transfer to Buyer the Property free and clear of all security interests, mortgages, pledges, liens, encumbrances, taxes, claims and equities other than the Permitted Exceptions.
 - d) No Litigation or Adverse Events. Seller has no actual knowledge 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,

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



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.

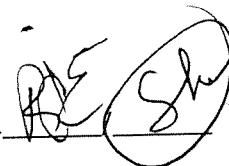


- c) This Agreement shall be governed by the laws of the State of Idaho.
- d) In the event it shall become necessary for either party to this Agreement to retain legal counsel to enforce any term, condition, or covenant of this Agreement, the prevailing party shall be entitled to recover their reasonable 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:

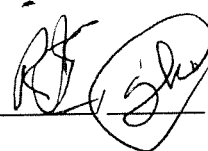
If to Buyer: Robert J. & Susan K Evangelho
1801 N Steward Rd
Kuna, Idaho 83634-1439
sueevangelho@gmail.com

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.



- 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.



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:

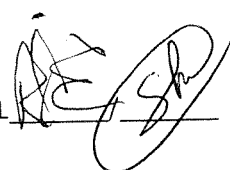
Name: Susan K. Evangelho

SELLER:

DBTV AGRICULTURAL HOLDINGS, LLC

By:

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



HOODOO COWBOY SUBDIVISION NO. 2

SURVEYOR'S NOTES

IRRIGATION RIGHTS

THIS SUBDIVISION IS IN THE BOISE-NUMA IRRIGATION DISTRICT. DEVELOPER HAS TRANSFERRED IRRIGATION RIGHTS TO INDIVIDUAL LOTS AND WILL CONSTRUCT OPEN DITCHES FOR DELIVERY. THE DEVELOPER WILL COMPLY WITH IDAHO CODE 31-3605.

IDAHO FARM ACT

THIS DEVELOPMENT RECOGNIZES IDAHO CODE SECTION 32-4501, RIGHT TO FARM ACT, WHICH STATES: "NO PERSON SHALL BE PREVENTED FROM ENGAGING IN ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION, WHICH SHALL OR MAY BECOME A NUISANCE PRIVATE OR PUBLIC, BY ANY CHANGED ZONING OR LAND-USE DESIGNATION, OR ANY OTHER REGULATION, ORDINANCE, OR ACT, WHICH IS IN OR ABOUT THE SURROUNDING NON-AGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."

SUBDIVISION

1. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
2. ADA COUNTY PLANNING AND ZONING COMMISSION, FILE NO. 00-10-8, HOODOO COWBOY SUBDIVISION FINAL PLAT STATES THE OPEN SPACE USED HEREIN FOR HOODOO COWBOY SUBDIVISION WILL EXPIRE ON MAY 2, 2008.

CENTRAL DISTRICT HEALTH

1. LOTS SHALL NOT BE REDUCED IN SIZE WITHOUT PRIOR APPROVAL FROM THE HEALTH AUTHORITY.
2. NO ADDITIONAL DOMESTIC WATER SUPPLIES SHALL BE INSTALLED BEYOND THE WATER SYSTEM APPROVED IN SANITARY RESTRICTION RELEASE.
3. REFERENCE IS MADE TO PUBLIC HEALTH LETTER ON FILE REGARDING ADDITIONAL RESTRICTIONS.

EASEMENTS

1. ALL LOT LINES COMMON TO PUBLIC RIGHT OF WAY AND THE EXTERIOR BOUNDARY OF HOODOO COWBOY SUBDIVISION NO. 1 ARE HEREBY DESIGNATED AS HAVING A PERPETUAL EASEMENT TO THE PUBLIC RIGHT OF WAY. ALL UTILITY EASEMENTS SHOWN OR DESCRIBED HEREON ARE PERPETUAL APPURTENANT TO THE LOTS HEREON, AND SHALL RUN WITH THE LAND. THESE EASEMENTS ARE FOR THE INSTALLATION AND MAINTENANCE OF HOMEOWNERS UTILITIES BY PUBLIC AND PRIVATE UTILITY COMPANIES, DRAINING STORM WATER AND INSTALLATION AND MAINTENANCE OF IRRIGATION SYSTEMS.
2. A TWENTY (20) FOOT WIDE UTILITY AND ACCESS EASEMENT IS HEREBY DESIGNATED TO BE CENTERED ON ALL INTERIOR LOT LINES WITHIN THIS SUBDIVISION.
3. EASEMENTS SHALL BE PERPETUAL, AND SHALL NOT PRECLUDE THE CONSTRUCTION AND MAINTENANCE OF HARD-SURFACED DRIVEWAYS, OR OTHER SUCH NON-PERMANENT IMPROVEMENTS.
4. AN EXISTING EASEMENT ALONG ALL LOT LINES COMMON TO PUBLIC RIGHT OF WAY AND THE EXTERIOR BOUNDARY HAVE A 10' WIDE PERMANENT UTILITY EASEMENT, AND IRRIGATION EASEMENT. THERE IS ALSO A 5' WIDE PERMANENT UTILITY EASEMENT AND IRRIGATION EASEMENT ALONG THE WEST SIDE OF LOT 15, LOCATED BETWEEN LOTS 2 AND 4 OF HOODOO SUBDIVISION AND THE BOUNDARY OF LOT 15, HOODOO COWBOY SUBDIVISION NO. 2. ALL PER THE WARD SUBDIVISION INSTRUMENT #912322.

LOTS

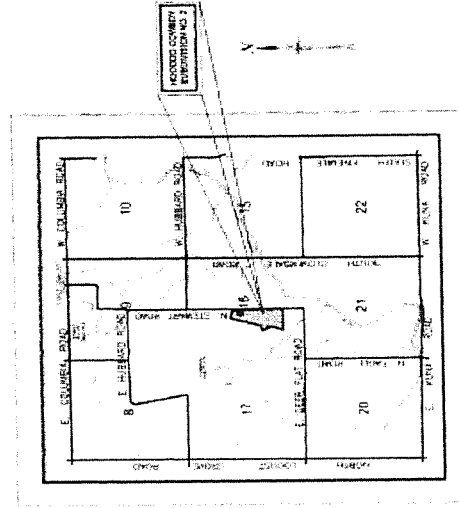
1. LOT OWNERS ARE TO PROVIDE AND INSTALL VEHICLE TURN AROUND AREAS ON EACH INDIVIDUAL LOT.
2. THE LOTS IN THE SUBDIVISION ARE WITHIN THE SPHERE OF INFLUENCE OF AN ANIMAL FEEDING OPERATION (AFO) PER ADA COUNTY CODE 8-2A-3010.

BUILDING SETBACKS

BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF ADA COUNTY.

GENERAL NOTES

1. INDIVIDUAL LOT OWNERS SHALL CONNECT TO A MUNICIPAL SEWAGE COLLECTION AND TREATMENT FACILITY WHEN REASONABLY AVAILABLE (WITHIN LOT OF PROPERTY).
2. REF. SUBDIVISION PLAT INSTRUMENT #10615813 AND WARRANTY DEED #663113.



VICINITY MAP
NOT TO SCALE

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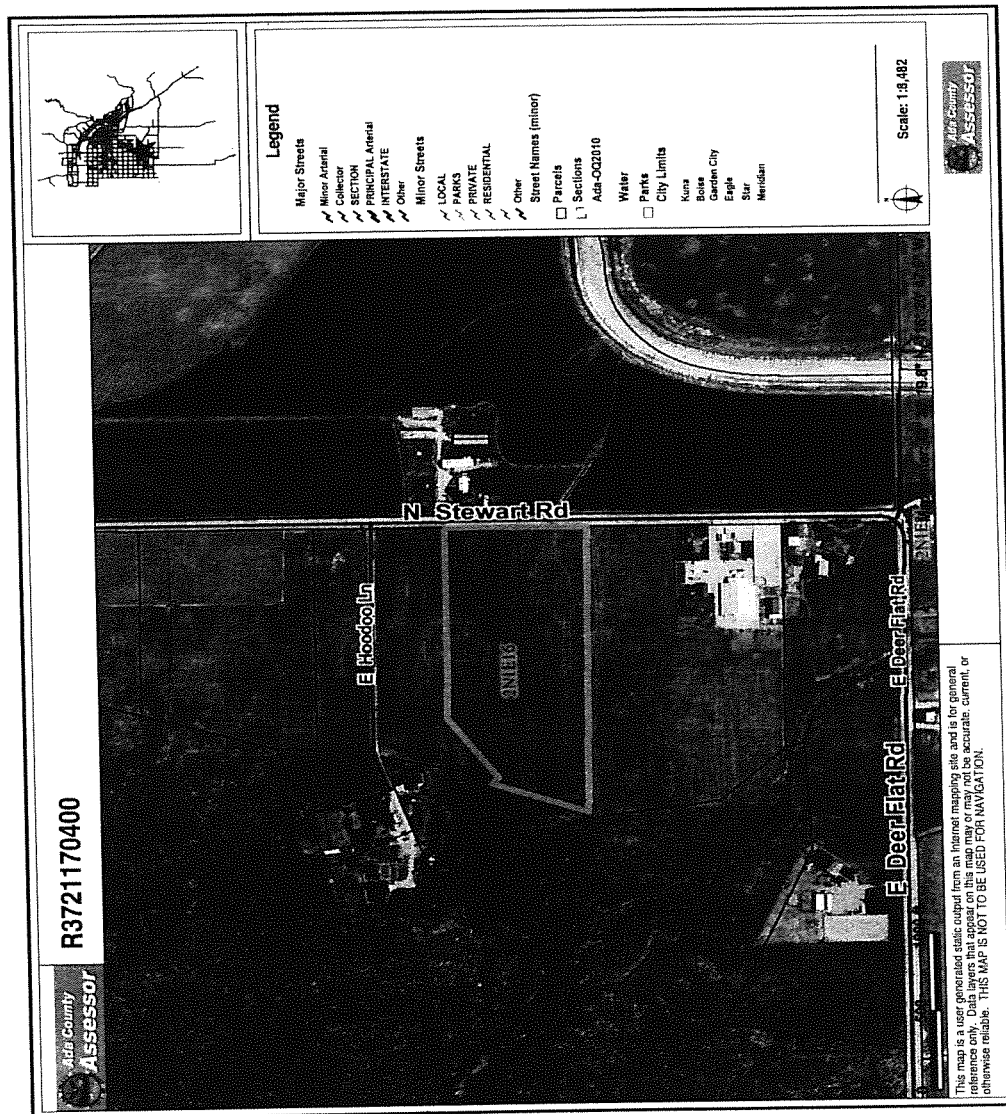
SHEET 1 OF 3 - COVER AND NOTES
SHEET 2 OF 3 - PLAT MAP
SHEET 3 OF 3 - CERTIFICATE SHEET



RIEDEL ENGINEERING, INC.
202 FALLS AVENUE
TWIN FALLS, IDAHO 83301
HOODOO COWBOY SUBDIVISION NO. 2
SHEET 1 OF 3

RIEDEL
Engineering

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



Real Estate Purchase and Sale Agreement Page 10
 SELLER INITIAL TWE

BUYER INITIAL

RE *SP* *RE*

BK 104 Pg 14008

APPROVAL OF COUNTY COMMISSIONERS

ACCEPTED AND APPROVED THIS 10th DAY OF SEPTEMBER 2013 BY THE BOARD OF COUNTY COMMISSIONERS OF ADA COUNTY, IDAHO:

CHAIRMAN

CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESIDENCE AS REQUIRED BY IDAHO CODE TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REMOVED IN ACCORDANCE WITH IDAHO CODE TITLE 50, CHAPTER 13, SECTION 50-176, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

Willie RML
HEALTH OFFICER
7/11/13
DATE

CERTIFICATE OF COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF IDAHO CODE 50-1309, DO HEREBY CERTIFY THAT ALL "AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY."

Lillian D. Schaefer
COUNTY TREASURER
9/30/11

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. 11079359
STATE OF IDAHO }
COUNTY OF ADA }

HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE OFFICE OF THE COUNTY CLERK, ADA COUNTY, IDAHO, ON THE 10th DAY OF SEPTEMBER 2013, AT 10:40 AM. THE INSTRUMENT WAS RETURNED TO BOOK 104, PAGE 14008.

Christopher D. Rich
COUNTY RECORDER
Fee \$16.00

RIEDELSE ENGINEERING, INC.
202 FALLS AVENUE
TWIN FALLS, IDAHO 83301
HOODS COWBOY SUBDIVISION NO. 2

RIEDELSE
Engineering

ACKNOWLEDGMENTS

STATE OF IDAHO }
COUNTY OF ADA }

ON THIS 25th DAY OF MAY 2013, BEFORE ME, A COUNTY CLERK IN AND FOR THE STATE OF IDAHO, PERSONALLY APPEARED CLAY H. HARRIS, KNOWN TO ME TO BE ONE OF THE PARTNERS IN THE PARTNERSHIP OF HARRIS, STABLES, AN ADA GENERAL PARTNERSHIP AND THE PARTNER OF ONE OF THE PARTNERS WHO SUBSCRIBED SAID PARTNERSHIP NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID PARTNERSHIP NAME.

Clay H. Harris
HARRIS, STABLES, AN ADA GENERAL PARTNERSHIP

RESIDENCE OF *Clay H. Harris*

MY COMMISSION EXPIRES 12/10/14

CERTIFICATE OF LAND SURVEYOR

FREDRICK L. GARCIA, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF IDAHO, DO HEREBY STATE THAT THE PLAT CENOTED HEREON AND DESIGNATED HEREIN AS HOODS COWBOY SUBDIVISION NO. 2, WAS SURVEYED UNDER MY SUPERVISION IN ACCORDANCE WITH TITLE 50, CHAPTER 13 AND TITLE 50, CHAPTER 15 OF THE IDAHO CODE AND IS AN ACCURATE REPRESENTATION THEREOF.

Fredrick L. Garcia
LAND SURVEYOR
12/10/14
DATE

COUNTY SURVEYOR'S STATEMENT

THE UNDERSIGNED, A LICENSED PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, DO HEREBY STATE THAT I HAVE VERIFIED THE PLAT OF HOODS COWBOY SUBDIVISION NO. 2, AND THAT IT COMPLES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

David L. Hazzard
COUNTY SURVEYOR
PLS 6351
7-22-2011
DATE

ADA COUNTY HIGHWAY DISTRICT

THIS PLAT WAS SUBMITTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 10th DAY OF SEPTEMBER 2013.

Shirley David
CHAIRMAN
ADA COUNTY HIGHWAY DISTRICT

CERTIFICATE OF OWNER

CLAY H. HARRIS, KNOWN TO ME TO BE ONE OF THE PARTNERS IN THE PARTNERSHIP OF HARRIS, STABLES, AN ADA GENERAL PARTNERSHIP AND THE PARTNER OF ONE OF THE PARTNERS WHO SUBSCRIBED SAID PARTNERSHIP NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID PARTNERSHIP NAME.

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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



LEGEND

BOUNDARY LINE	—
CENTERLINE	—
SECTION LINE	—
LOT LINE	—
RIGHT OF WAY	—
EASEMENT	—
BRASS CAP (BC)	•
FOUND 4" REBAR MARKED RAJ 143	•
FOUND 1/2" REBAR	•
SET 1/2" 24" REBAR & CAP MARKED PG 14218	•
REPLACED FOUND REBAR WITH 1/2" 24" REBAR & CAP MARKED PG 14218	•
FOUND 3/4" REBAR	•
FOUND 2" PIPE	•
CORNER PERPETUATION NUMBER	CP#
ACRE	AC
SQUARE FEET	SF
FOUND	FO
BASES OF BEARING	BOB
REAL POINT OF BEGINNING	RPOB

REF
SUBDIVISION PLAT #19618635 AND WARRANTY DEED #6931129

ADA COUNTY PLANNING AND ZONING COMMISSION FILE NO. 02-10-6 HOODOO COWBOY SUBDIVISION FINAL PLAT

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE TITLE 60, CHAPTER 13 HAVE BEEN SATISFIED. SANITARY RESTRICTIONS MAY BE REMOVED IN ACCORDANCE WITH IDAHO CODE TITLE 60, CHAPTER 13, SECTION 60-13-10, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

NOT NECESSARY - SEE SHEET 3

DATE

UNLESS OTHERWISE

RIEDEL ENGINEERING, INC.

202 FALLS AVENUE

TWIN FALLS, IDAHO 83401

HOODOO COWBOY SUBDIVISION NO. 2

RIEDEL
Engineering



CURVE DATA TABLE				
CURVE	DELTA	RADIUS	ARC	CHORD
C1	19°27'37"	150.00	50.64	50.70
				25.72
				50°57'12" W

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	N 90°00'00" W	100.65
L2	N 00°00'00" E	40.00
L3	N 00°00'00" W	196.50
L4	S 00°00'00" W	140.00
L5	S 00°00'00" E	196.50
L6	N 00°00'00" E	40.00
L7	S 90°00'00" E	100.19
L8	S 00°00'00" W	100.00
L9	S 00°00'00" W	129.03
L10	S 70°48'27" W	130.82
L11	N 11°41'36" E	339.59
L12	S 90°00'00" W	41.25

