

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

MAR 24 2014

Department 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

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.

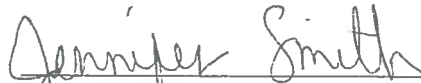
VENDOR

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

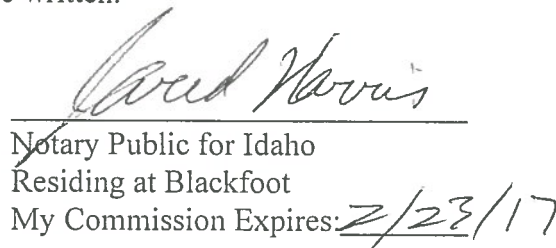


~~Deborah L. Walker~~

Debra

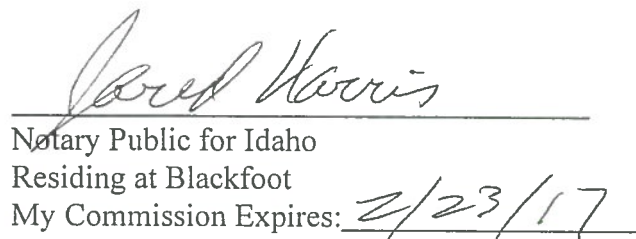
County of Bingham)

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



County of Bingham)

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



State of Idaho
Department of Water Resources

Water Right
33-14928

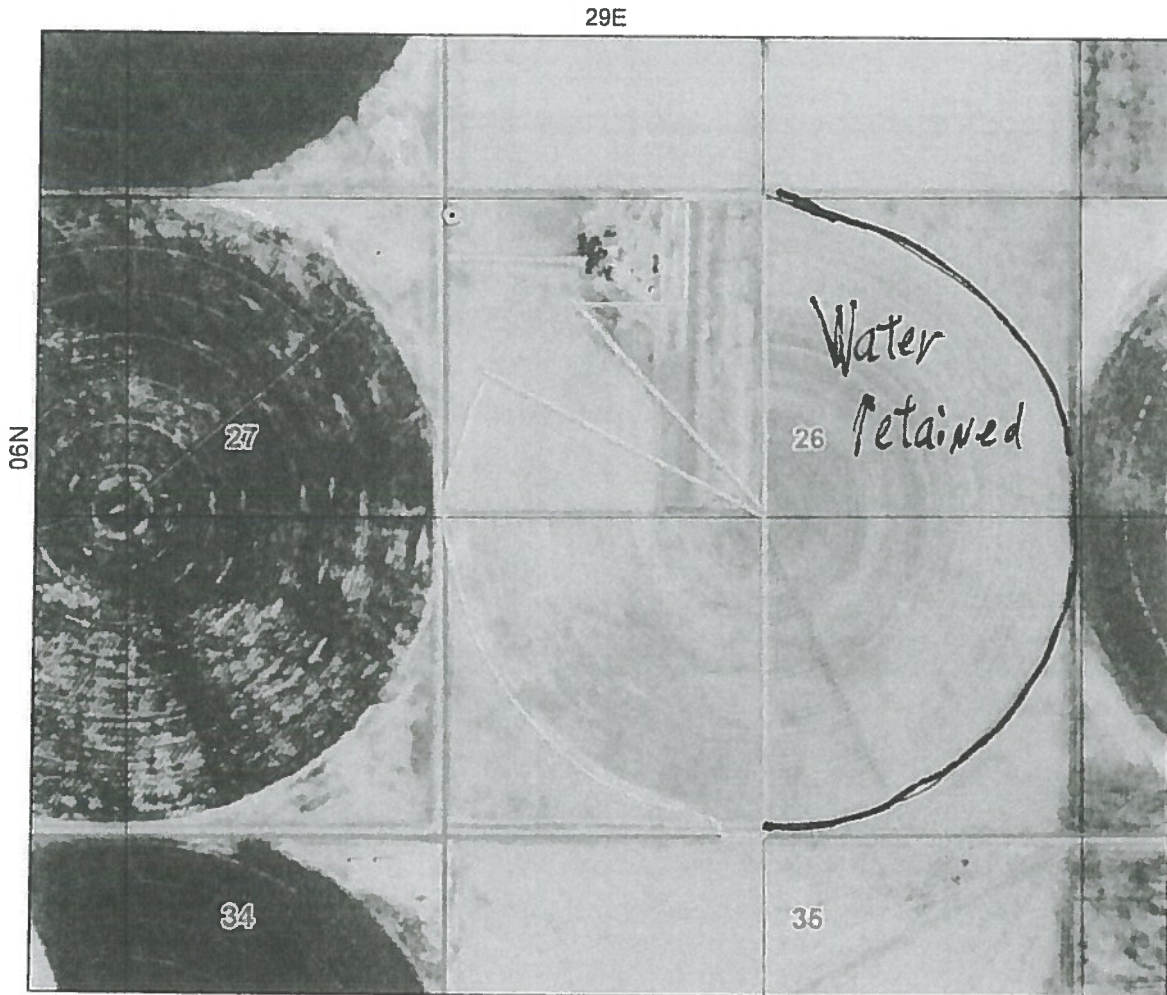
IRRIGATION

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.



- 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



NO. 1051447
RECORDED

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

FEB 20 2014

11:39 A.M. RM
BUTTE COUNTY RECORDER
Toby S. McOfficer

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.

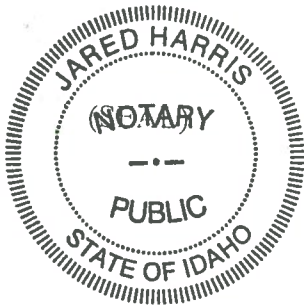
Excluding all water rights for the property under the pivot.

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.

Signe Rutherford
Signe Rutherford

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



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

NO. 0051446

RECORDED

RECORDING REQUESTED BY:

Baker & Harris
266 W Bridge
Blackfoot, ID 83221

FEB 20 2014

11:39 A.M.
BUTTE COUNTY RECORDER
[Signature]

space above this line for Recording use only

QUIT CLAIM DEED

THIS INDENTURE, made this 16th 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*

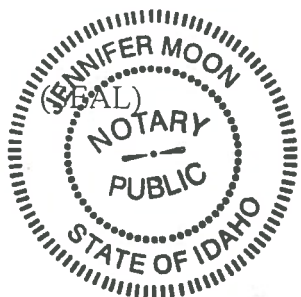
STATE OF IDAHO)

ss.

County of Bingham)

On this 17th 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