



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

November 17, 2020

ANDREW PELLICCIOTTI
HELEN KUO
PO BOX 686
LOMITA CA 90717-0686

RE: Change in Ownership Water Right No(s): 2-10585

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on November 16, 2020 for the above referenced water rights. The Notice could not be processed because the document you provided, Agreement to Provide Irrigation Water from Hidden Valley Estates is similar to a water service contract. It is an agreement to provide water to your parcel. It does not document the sale of the water right.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. A refund of \$100 has been requested and will be mailed to you under separate cover from the Idaho State Controller's Office. You may re-submit your request with the appropriate documents and fees.

If you have any questions regarding this matter, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

c: HIDDEN VALLEY INVESTMENTS LLC

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOV 16 2020

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?
2-10585	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: HIDDEN VALLEY INVESTMENTS LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): ANDREW PELLICCIOTTI HELEN K40
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☒ and/or
PO BOX 686 LOMITA CA 90717-0686
Mailing address City State ZIP
310 508 9265 ANDREWPELLICCIOTTI@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: _____
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: _____ Date: 11/8/2020
Signature of new owner/claimant Title, if applicable
- Signature: _____ Date: 11/8/2020
Signature of new owner/claimant Title, if applicable

For IDWR Office Use Only:

Received by KM Date 11.16.2020 Receipt No. C109479 Receipt Amt. \$100-
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 _____ Approved by _____ Processed by _____ Date _____

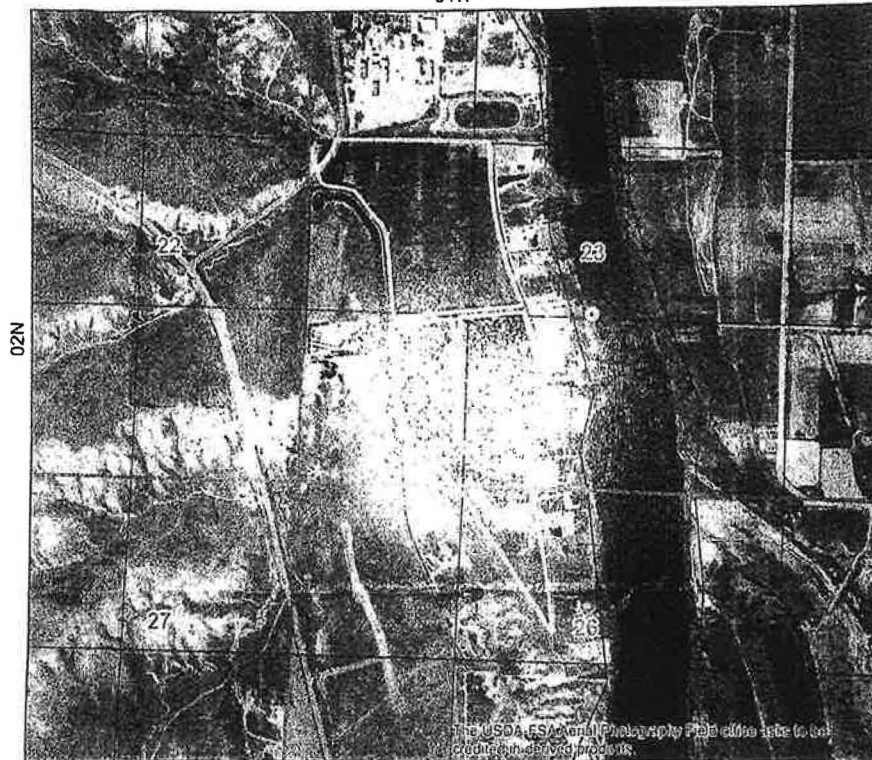
7/2/2020

Page 1 of 2

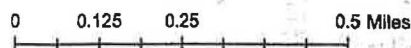
Water Right
2-10585

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.

04W



- (•) Point of Diversion
 Place Of Use Boundary
 Townships
 PLS Sections
 Quarter Quarters



Map produced on July 02, 2020

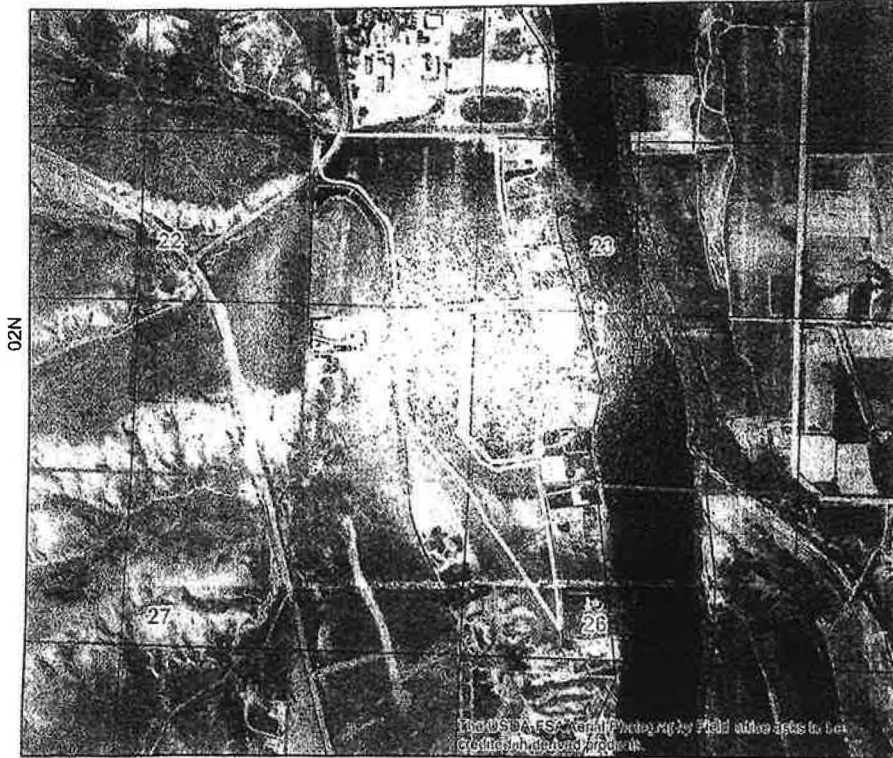
State of Idaho
Department of Water Resources

Water Right
2-10585

IRRIGATION

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.

04W



02N

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

0 0.125 0.25 0.5 Miles



Map produced on July 02, 2020

American Land Title Association

ALTA Settlement Statement - Buyer
Adopted 05-01-2015

File No./Escrow No.: 745144

Pioneer Title Company of Ada County

Print Date & Time: 10/20/2020 9:36:23 AM

8151 W. Rifleman Street

Officer/Escrow Officer: Glen Bennett

Boise, ID 83704
(208)377-2700

Property Address: 000 RIVER FRONT DRIVE
MARSING, ID 83639 (OWYHEE)
(RP008500020020)

Buyer: ANDREW PELLICCIOTTI AND HELEN KUO
PO Box 686
Lomita, CA 90717

Lender:

Settlement Date: 10/20/2020

Disbursement Date: 10/22/2020

Description	Buyer		
	P.O.C.	Debit	Credit
Deposits, Credits, Debits			
Sale Price of Property		\$140,000.00	
Reservation funds transfer as Earnest Money from Helen Kuo			\$10,000.00
Prorations			
County Taxes 1/1/2020 to 10/22/2020 @ \$6.04/Year			\$4.88
Title Charges			
Title - Lender's Title Insurance to Pioneer Title Company, Owyhee			
Title - Settlement or closing fee to Pioneer Title Company of Ada County		\$285.00	
Title - Wire Fee to Pioneer Title Company of Ada County		\$25.00	
Government Recording and Transfer Charges			
Recording fees: Deed \$15.00		\$15.00	
Additional Settlement Charges			
2020 HOA dues to Hidden Valley Estates Home Owner's Association, Inc. \$80.73		\$80.73	
2020 Irrigation assessment to (NA) Hidden Valley Investments, LLC \$38.90		\$38.90	
	P.O.C.	Debit	Credit
Subtotals	\$0.00	\$140,444.63	\$10,004.88
Due From Buyer			\$130,439.75
Totals	\$0.00	\$140,444.63	\$140,444.63

Escrow Officer: Glen Bennett
Phone: (208) 373-3698

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Pioneer Title Company of Ada County to cause the funds to be disbursed in accordance with this statement.

BUYER(S)

DocuSigned by:

Andrew Pellicciotti

ANDREW PELLICCIOTTI

DocuSigned by:

Helen Kuo

HELEN KUO

**AGREEMENT TO PROVIDE IRRIGATION WATER
HIDDEN VALLEY ESTATES – PHASE IV**

THIS AGREEMENT is made by and between **HIDDEN VALLEY INVESTMENTS, a Limited Liability Company**, whose address is 7858 River Front Drive, Marsing, Idaho, 83639, hereinafter referred to as “Developer,” and **Andrew Pellicciotti and Helen Kuo**, whose address is **PO Box 686, Lomita, CA 90717**, owner of certain real property more particularly described as Lot/Parcel # **2** Block # **2** in Phase **4**, hereinafter referred to as “Owner.”

RECITALS:

- A. Hidden Valley Investments is developing real property for the construction of approved residential homes, together with approved outbuildings.
- B. Owner has purchased a residential home site in the Hidden Valley Estates Subdivision.
- C. Developer has installed an irrigation water delivery system currently used by some Phase II and Phase III Owners within Hidden Valley Estates and to be used by all residential lots within Phase IV and future development phases of Hidden Valley Estates, including the residential lot of this Owner.

NOW, THEREFORE, BE IT COVENANTED AND AGREED by and between the parties, as follows:

- 1. Developer agrees to provide irrigation water to Owner for utilization by Owner to irrigate all or a portion of Owner’s real property, included within Exhibit “A”-Phase IV. The provision of irrigation water shall be for the normal irrigation season only and shall be subject to the continuing availability of irrigation water from the Snake River, as may be determined from time-to-time by the State of Idaho Department of Water Resources.
- 2. Developer shall provide the pump(s) and mainline piping to deliver irrigation water to the real property owned by Owner until such time as ownership of pumps and mainline piping may be conveyed or sold to another party, who will then assume responsibility for the provision of irrigation water, stated herein as for “Developer.”
- 3. Owner’s irrigation system to the mainline: Owner shall be responsible for Owner’s own irrigation system within the legal description of Owner’s real property.
- 4. Annual Connection Fee: At the time of lot purchase, Owner shall be responsible to pay to Developer a non-refundable Connection Fee, which at this time is \$ **200.00**. Thereafter, and no later than January 1 of each year, Developer shall send Owner a bill for that new year’s Connection Fee, which is to be remitted to Developer no later than February 1 of that year. In the event ownership of pumps and mainline piping is conveyed or sold to another party, Owner shall be responsible to direct said annual payment to this new party, according to this Agreement. The proceeds of these payments shall be used by Developer to cover the day-to-day costs of running the main line irrigation system, including but not limited to: power, normal repair and maintenance, and any and all other charges that would be considered continuing in nature. In the event Owner does not pay the annual assessment, Owner shall not be entitled to any delivery of irrigation water for the succeeding irrigation season. Owner’s share of water to be delivered shall be based upon total

acres owned by Owner, without regard to actual irrigable acres as compared to the total acres of the entire residential development utilizing the irrigation water delivery system owned by Developer (or any subsequent owner of the pump(s) and main line irrigation delivery system) and shall be provided on a rotational basis together with all other lots to be irrigated.

5. Other Costs: Owner does agree to pay Owner's share of major replacement or repair costs to any pump(s) and/or components of the main line irrigation delivery system, including associated labor charges. In Phase IV, for all properties this share shall be based upon a lot size of two (2) acres; in the case of any other lots or parcels that may be connected to this system, this share shall be based upon the acreage owned by the Owner as compared to the total acreage being serviced by the irrigation delivery system. A bill for this assessment shall be mailed to and paid by Owner and remitted to the address designated on the bill. In the event Owner does not pay Owner's share of these costs, Owner shall not be entitled to any delivery of irrigation water for the remaining irrigation season.
6. So long as the irrigation water delivery system is fully operational and in existence, this Agreement shall continue. Provided, however, Developer reserves the right to convey or sell or transfer Developer's responsibilities under this Agreement to the Hidden Valley Estates Homeowners Association (HOA) or to a Purchaser or to each of the Owners of real property receiving the benefit of the irrigation water, in which case either the HOA or Purchaser or each of the connected Owners shall thereafter be responsible for all of Developer's responsibilities under this Agreement. Unless otherwise specified in this Agreement, each Owner's share of the responsibilities shall be prorata, as set forth in this Agreement.
7. Owner may not terminate this Agreement as this is the sole means of providing irrigation water to the Owner's real property. In the event of any change of ownership of this designated lot/parcel, all Owner responsibilities under this Agreement shall be transferred to and assumed by any new Owner automatically. It is the responsibility of the Owner to ensure that the terms and conditions of this Agreement are communicated to the new Owner; any failure to do so shall not nullify new Owner's requirement to fulfill Owner's responsibilities described in this Agreement.
8. Developer has disclosed and Owner acknowledges, in providing irrigation water pursuant to this Agreement, that all charges, expenses, repairs, and replacement or other incidental charges shall be at cost only.
9. In consideration of the delivery of irrigation water by Developer, Owner does release Developer from any and all liability and damages that may occur related to the delivery or non-delivery of irrigation water.

IN WITNESS WHEREOF, the parties have hereunto caused their names to be subscribed this ____ day of _____,

HIDDEN VALLEY INVESTMENTS, a Limited Liability Company

By: _____
Hidden Valley Investments "Developer"

"Owner"

October 2, 2020.

HIDDEN VALLEY INVESTMENTS, LLC

By: Donald Mechling Member
Donald Mechling, Member

By: Kathleen Mechling Member
Kathleen Mechling, Member

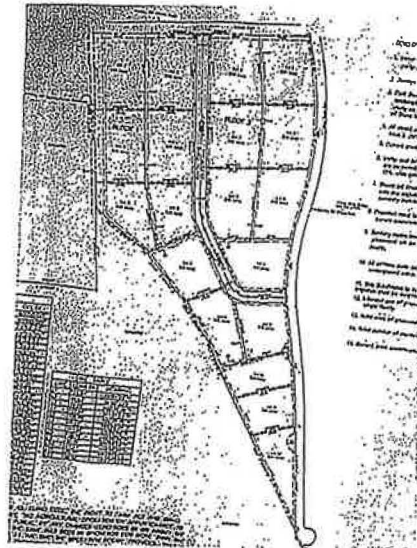
By: Phillip Warner Member
Phillip Warner, Member

By: Susan Warner Member
Susan Warner, Member

Declassified by:
Andrew Pellicciotti, Owner
Andrew Pellicciotti

Declassified by:
Helen Kuo, Owner
Helen Kuo

Exhibit "A"-PHASE IV, HIDDEN VALLEY ESTATES
(PHASE IV - TO BE INCLUDED UPON OWYHEE COUNTY APPROVAL OF PLAT)



MEMORANDUM

TO: Sascha Marston
FROM: Jean Hersley
DATE: November 17, 2020
RE: **Refund: ownership change RETURNED**

Please refund \$100.

NAME: ANDREW PELLICIOTTI
PO BOX 686
LOMITA CA 90717-0686

RECEIPT #: C109479

Thank you.

Jean

Hersley, Jean

From: Hersley, Jean
Sent: Tuesday, November 17, 2020 12:37 PM
To: IdwrPayable
Subject: refund
Attachments: Pellicciotti.doc

Please process as soon as possible. Thank you.

*Jean Hersley
Technical Records Specialist II
Idaho Dept Water Resources
(208) 287-4942*