

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

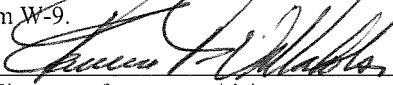
RECEIVED
SEP 24 2014
DEPT OF WATER RESOURCES
SOUTHERN REGION

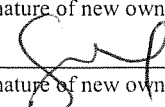
Notice of Change in Water Right Ownership

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. 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?
47-126A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
47-148A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
47-125A	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: L & S Land Holdings, LLC
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Francisco T. Villalobos and Kathy O'Neil
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or
- 2872 Rock Creek Rd. Hansen Idaho 83334
Mailing address City State ZIP
- _____
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:  Title, if applicable _____ Date 09-19-2014
Signature of new owner/claimant

Signature:  Title, if applicable _____ Date 09-19-2014
Signature of new owner/claimant

For IDWR Office Use Only:

Received by DM Date 9-24-2014 Receipt No. 5034313 Receipt Amt. \$75-
 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 _____

SUPPORT DATA
IN FILE # 47-125A

TWIN FALLS COUNTY
RECORDED FOR:
TITLEONE - TWIN FALLS
04:16:57 PM 09-19-2014
2014015902
NO. PAGES 4 FEE: \$19.00
KRISTINA GLASCOCK
COUNTY CLERK
DEPUTY: BH
Electronically Recorded by Simplifile

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, L & S LAND HOLDINGS, LLC ("Grantor"), hereby grants, bargains, sells, and conveys unto FRANCISCO T. VILLALOBOS and KATHY O'NEIL, husband and wife, whose current address is 2872 Rock Creek Road Hansen, Idaho 83334 ("Grantee"), all its right, title and interest, in that certain real property as more particularly described in EXHIBIT A attached hereto and made a part by reference ("Property") together with all water rights, including but not limited to, 80 shares of stock in the Twin Falls Canal Company and Water Rights Nos. 47-126A, 47-148A and 47-125A, ditches and ditch rights, or portions thereof, appurtenant thereto, and easements, hereditaments, and appurtenances thereto.

TO HAVE AND TO HOLD, unto Grantee, their successors, heirs and assigns forever.

SUBJECT TO the following: (a) general taxes and assessments, which are not yet due and payable; and (b) the encumbrances, easements, restrictions and matters set forth on EXHIBIT B attached hereto and incorporated herein (collectively the "Permitted Exceptions").

Grantor warrants it is the owner in fee simple of the Property; that the Grantor has not conveyed any interest in the Property to any person other than Grantee; and that the Property is free from all encumbrances created or suffered by Grantor, except the Permitted Exceptions; and that Grantor will warrant and defend the same against all lawful claims of all persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, the parties have executed the within instrument as of the 19th day of September, 2014.

L & S LAND HOLDINGS, LLC
an Idaho limited liability company

The Luis M. And Sharon Bettencourt 2008 Trust,
w/a/d 3/5/08, Member


LUIS M. BETTENCOURT, Trustee


SHARON BETTENCOURT, Trustee

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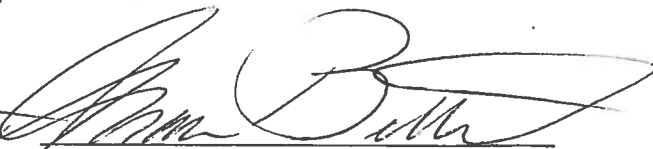
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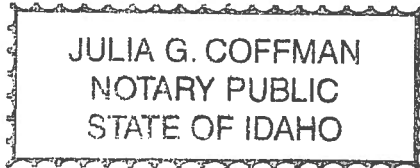

SHARON BETTENCOURT, Trustee

STATE OF IDAHO)

County of SS: Twin Falls

On this 19th day of September, 2014, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LUIS M. BETTENCOURT and SHARON BETTENCOURT, Trustees of the Luis M. and Sharon Bettencourt 2008 Trust u/a/d 3/5/08, as a member of L & S LAND HOLDINGS, LLC, an Idaho limited liability company, known to me to be such Trustees and the persons whose names are subscribed to the within and foregoing instrument, and who acknowledged to me that they executed the same on behalf of the Trust and on behalf of the Trust as a member of the Company.

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



Julia G Coffman
NOTARY PUBLIC for Idaho
Residing at: Reynolds, Idaho
Commission Expires: 6-20-2020

EXHIBIT A

TOWNSHIP 11 SOUTH, RANGE 18 EAST BOISE MERIDIAN,
TWIN FALLS COUNTY, IDAHO

Section 27: W $\frac{1}{2}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ NW $\frac{1}{4}$

EXHIBIT B

Permitted Exceptions

1. Taxes and assessments for 2014 and subsequent years.
2. Liens, levies and assessments of any and all irrigation districts, including but not limited to the American Falls Reservoir District Irrigation District and the rights, powers and easements of said district as provided by law.
3. Liens, levies and assessments of any and all irrigation districts, including but not limited to the Twin Falls Canal Company Irrigation District and the rights, powers and easements of said district as provided by law.
4. Right of way for ditches, tunnels, telephone and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
5. Right-of-way for county roads and the rights of access thereto for maintenance of said county roads.
6. Terms, conditions, easements and obligations, if any, contained in Amended Agreement for Sprinkler Installation by and between Twin Falls Canal Company, an Idaho corporation and George Murphy.
Recorded: March 22, 2001
Instrument No: 2001-005082