

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED
 NOV 18 2010
 DEPT. OF WATER RESOURCES
 SOUTHERN REGION

Please print or type. Attach pages with additional information. Instructions are included at the end of this form. Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case IDWR will produce new water right number(s) for the split(s).

Water Right No(s)	Adjudication Claim No(s)	Split(s)	Water Right No(s)	Adjudication Claim No(s)	Split(s)
47-17544					

2. The following **REQUIRED** information must be submitted with this form:

- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are on file with the county Planning and Zoning or Recorder's Office).
- OR**
- D. If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency or equivalent **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

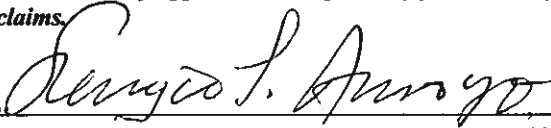
3. Name and Address of Former Owner/Claimant(s)	Idaho Water Company 1135 Valley Road South Eden, Idaho 83325
4. New Owner/Claimant(s)	Sergio and Sofia Arroyo
	Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address	3997 North 1300 East
City, State and ZIP Code	Buhl, Idaho 83318
New Telephone Number	(208) 316-2188 Email: _____

5. Date you acquired the property September 15, 2010

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in line 1, then skip this line and go to line 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (you may copy this page, if necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right will not be split, skip this area and proceed to line 7)		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		
Water Right and/or Adjudication Claim Number		
Irrigation		
Stock		
Domestic		
Other		
Totals		

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

7. Signature(s) of New Owner(s) or Claimant(s) 

(title if applicable)

(title if applicable)

IT IS IMPORTANT TO FILE THIS COMPLETED FORM AT THE APPROPRIATE IDWR OFFICE, WITH PAYMENT OF THE FILING FEE AND THE OWNERSHIP DOCUMENT(S), AS REFERRED TO IN LINE 2.

For IDWR Office Use Only:

Received by 
 Received by 
 Processed by _____ AJ

Date 11-18-2010
 Date 11/18/2010
 Date _____

Receipt Amt. \$25
 Receipt No. 5031689
 WR _____ Date _____

IDAHO WATER COMPANY LLC

AGREEMENT FOR PURCHASE AND SALE OF WATER RIGHT

THIS AGREEMENT is made and entered into this 5th day of Nov 2009 by and between Del Kohtz of Idaho Water Company LLC (hereinafter "Seller") and Seunio Arango of Buhl Id ("Buyer"). The seller, Del Kohtz discloses that he is a licensed real estate agent acting herein as principal for his own account and not representing or acting as an agent for the buyer.

TERMS AND CONDITIONS

1. The Sellers, in consideration of the terms contained herein, do hereby contract and agree to sell and convey to the Buyers and the Buyer does hereby agree to buy from the Sellers 3/4 acre/feet/annum of consumptive Idaho Water Right # [REDACTED] SA # 49-13674 and the water appurtenant thereto, for \$ [REDACTED] per acre. foot ~~acres of water~~ are included in this agreement. No land is included in this agreement
2. The total purchase price shall be \$ [REDACTED]. The balance of the purchase price shall be paid on the closing date described in paragraph 5 below, less 30% finders fee and down payment paid at signing. Payment of [REDACTED] paid at signing.
3. This Agreement for Purchase and Sale of said license is contingent upon and subject to approval of the application for transfer by the Department of Water Resources. If the application is not approved, this Agreement shall become null and void.
4. The closing of this transaction and delivery of the executed Assignment to Buyer and the entire purchase price for the contract to Seller shall take place at the law offices of Givens Pursley, 277 N 6th St. Boise, Idaho, within thirty days of Buyers receipt of approval from the Department of the application for transfer. The Buyers shall be given possession and use of the water right and the water appurtenant thereto, upon closing.

5. This transfer and Water Right will remain in the name of Idaho Water Company LLC until the contract is closed and paid for by the buyer. The buyer's place of use and point of diversion will be used for the transfer. When the contract is closed a change of ownership form will be signed by Idaho Water Co. LLC (Del Kohtz)

6. In the event of any suit proceeding by either party against the other party, in any way arising out of this agreement, the prevailing party shall be awarded their reasonable attorney fees and costs.

7. Each party agrees to pay one-half of any costs incurred in executing this document. These costs shall not be more than \$150.00 each.

8. This agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, administrators, successors and assigns to the parties hereto.

9. If Kohtz fails to accomplish the desired transfer with this or other water rights the upfront money will be refunded. Buyer understands consultant fees for preparation of transfer, calculation of mitigation, and attorney fees in the case of protests and hearings on their water transfer are to be paid by the Buyer.

10. Del Kohtz has my permission to make needed changes to the Water transfer application that is the result of this contract to facilitate the process of transferring the water. The changes made will not materially change the amount of money buyer has to pay, or the amount of water buyer receives.

11. Kohtz (Idaho Water Company) has no control over the amount of mitigation or writedown IDWR will require of Buyers particular transfer therefore the amount Buyer pays is based on the amount of water transferred out of the original Water Right. Buyer understands that all mitigation rights provided by Idaho Water Co. LLC and all Reach credits accrued by this transfer shall remain the property of Idaho Water Co. LLC.

OTHER PROVISIONS

36 acre feet guaranteed delivered to
Arroyo Property

IN WITNESS WHEREOF the parties have caused their names to be subscribed
on the dates set forth above.

SELLERS

Idaho Water Co. LLC

BUYERS

Francis H. Arroyo



1 inch equals 950 feet

**ARROYO, SERGIO - TRANSFER MAP
T10S. R. 14E., TWIN FALLS COUNTY
NAIP 2006 AERIAL**

Legend

- PLACE OF USE**
-  Sections.shp
 -  T10s14e.shp
 -  Points_of_Diversion

WARRANTY DEED

For Value Received Farmers National Bank

the grantors, do hereby grant, bargain, sell and convey unto
Sergio L. Arroyo and Sofia G. Arroyo, husband and wife
the grantees, whose current address is
111. 4, Box 760A, Puhl, ID 83416
the following described premises, in Twin Falls
Township 10 South, Range 14 E., N. 4., Twin Falls County, Idaho,
Section 10; NE 1/4

County Idaho, to-wit:
Twin Falls County, Idaho,

SUBJECT TO: Twin Falls County Highway Right-of-way

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees
heirs and assigns forever. And the said Grantor do hereby covenant to and
from all Incumbrances in fee simple of said premises; that they are free

and that they will warrant and defend the same from all lawful claims whatsoever.
Dated: August 25, 1988

FARMERS NATIONAL BANK

BY: M. L. Black E.V.P.
BY: David R. Brown Secy

STATE OF IDAHO, COUNTY OF
On this day of 1988
before me, a notary public in and for the said State, the
personally appeared

known to me to be the person whose name
is subscribed to the within instrument, and acknowledged to
me that

Notary Public
Idaho

STATE OF IDAHO, COUNTY OF Twin Falls
I hereby certify that this instrument was filed for record at
the request of TitlePact, Inc.

at this office on 23rd day of
1988, in my office, duly recorded in Book
of Deeds at Page

BY: RONALD A. FINE
Notary Public
Idaho