

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

RECEIVED

MAR 18 2005

Department of Water Resources  
Southern Region

RECEIVED

MAR 22 2005

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. **DEPARTMENT OF WATER RESOURCES**  
 adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checkmark, the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

| Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split | Water<br>Right No(s). | Adjudication<br>Claim No(s). | Split |
|-----------------------|------------------------------|-------|-----------------------|------------------------------|-------|
| 36-14488              |                              |       |                       |                              |       |
| 36-14491              |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |
|                       |                              |       |                       |                              |       |

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 usually attached to your deed or on file with the county).  
**OR**  
 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 **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)

*Jori Antonio Barahona*  
*Miguel Barahona*

4. New Owner/Claimant(s)

\*Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

City, State and ZIP Code

New Telephone Number

5. Date you acquired the property

*748 S Eden Rd 83325*  
*1-208 670 2036*  
*PO Box 123 Hazelton*  
*83335*

SUPPORT DATA

IN FILE # *36-14488*

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 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 (one water right per box, you may copy this page as 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<br>(If the right(s) will not be split, skip this area and proceed to item 7) - |                                                                            |                                                              |
|---------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------------------------------|
| Water Right and/or Adjudication Claim Number _____                                                                        |                                                                            |                                                              |
| Water Use                                                                                                                 | Diversion Rate or Volume<br>(cubic feet per second or acre-feet per annum) | Description<br>(acres, number and type of stock, homes, etc) |
| Irrigation                                                                                                                | _____                                                                      | _____                                                        |
| Stock                                                                                                                     | _____                                                                      | _____                                                        |
| Domestic                                                                                                                  | _____                                                                      | _____                                                        |
| Other _____                                                                                                               | _____                                                                      | _____                                                        |
| <b>Total</b>                                                                                                              | _____                                                                      | _____                                                        |

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

7. Signature of New Owner(s) or Claimant(s)  
(include title if applicable)

*Jose Antonio Barahona*  
*Myrna Barahona*

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.

**For Office Use Only**

Received by *[Signature]* Date 3/18/05 Fee 50.00  
 Received by *[Signature]* Date 3/18/05 Receipt No. SD27474  
 Processed by \_\_\_\_\_ AJ Date \_\_\_\_\_ WR \_\_\_\_\_ Date \_\_\_\_\_

10/8/04  
primer pogo

**CONTRACT OF SALE**

THIS AGREEMENT made this 17 day of September 2004, by and between Jess Rementeria hereinafter referred to as the Seller and Antonio Barahona and Mirna Barahona, husband and wife hereinafter referred to as the Purchasers.

**WITNESSETH:**

On the terms and subject to the conditions hereinafter set forth, Seller agrees to sell, convey, transfer, assign and deliver to Purchasers, and Purchasers agree to purchase and accept, as hereinafter provided, all of the Seller's interest and equity in the following described real property:

Township 9 South, Range 19, East of the Boise couple letter Meridian, Jerome County, Idaho  
Section 26: SW $\frac{1}{4}$  NW $\frac{1}{4}$   
Save and except there from the following:

Right of way for roads, canals, laterals and wastage is as contained in an agreement by and between the State of Idaho, and the Twin Falls North Side Land and Water Company, dated August 21st, 1907, recorded in book 15 page 589, Jerome County records.

Power line easement given by E.N. Dunthorn and Esther Dunthorn, to Idaho Power Company a corporation, dated November 16th, 1953, recorded April 27th, 1954 in book 150 page 393 as instrument No. 122141, Jerome County records, affecting the SW $\frac{1}{4}$  NW $\frac{1}{4}$  of Section 26, Township 9 South, Range 19, East Boise Meridian.

All water rights designated as water right numbers 36-14488 and 36-14491, as more fully set forth and described in Exhibits A and B attached hereto.

WHEREAS, Purchasers desire to purchase from Seller and Seller desires to sell to Purchasers the property upon the following terms and conditions.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, representations and warranties contained hereinafter, the parties hereby agree as follows:

1. PURCHASE AND SALE. Subject to the terms of this Agreement and the terms and conditions contained herein, the Seller hereby agrees to sell to Purchasers and Purchasers agree to purchase from Seller the property for the purchase price as hereinafter defined.

2. PURCHASE PRICE. The total purchase price for the property shall be the sum of fifty-five thousand (\$55,000) hereinafter called the purchase price payable as follows:

JAB  
M. B. JR

2.1 Ten thousand dollars (\$10,000) as a down payment, with nine thousand dollars (\$9,000) of said down payment due at the time of the signing of this contract with the balance of the down payment due and payable by April 1, 2005. Installments on the balance of the purchase price of forty-five thousand (\$45,000) shall bear interest at the rate of 6% per annum and shall be payable in monthly installments in the sum of \$407.08 dollars per month with the first installment due on the 9<sup>th</sup> day of October 2004, and a like payment on the of the first day of each and every month thereafter until October 9<sup>th</sup>, 2019, when the entire remaining balance of principal plus accrued interest is payable in full, or until the principle sum, plus interest, is a fully paid, whichever occurs first. All installment payments shall be applied first to accrued interest and then to principle.

### 3. TRUTH IN LENDING DISCLOSURE.

That in compliance with the Truth in Lending Laws of the United States of America and the State of Idaho, the Purchasers is advised that the total amount financed hereunder pursuant to this Contract of Sale is the sum of \$73,274.40. That said sum bears interest at 6% per annum from the date of this agreement until paid and that total interest to be paid hereunder is the sum of \$28,274.40 dollars (assuming all installment payments are made on the due date). That the annual percentage rate is 6% per annum.

### 4. CONVEYANCE.

It is further understood and agreed that when the Purchasers have made all of the payments and performed all of the covenants mentioned in this agreement on the Purchasers' part to be made and performed, the Seller hereby covenants and agrees to grant and convey to the Purchasers the property, in fee simple, by Warranty Deed accompanied by a Purchasers' title insurance policy to the date hereof, and excepting only the standard exceptions shown on Schedule B of said Purchasers' policy of title insurance. It is expressly understood by the parties that title to the property will remain in the Seller's name until such time as the Purchasers have fulfilled all of the terms of this contract.

It is further expressly understood and agreed between the parties hereto that the conveyance to be made by the Seller to the Purchasers shall be expressly subject to the following:

4.1 All the taxes, special assessments and special taxes levied after the year 2004, it being understood that that Seller shall pay that part of the taxes levied for the year 2004, prorated to the date of this agreement, and all taxes for prior years thereto shall be assumed by the Purchasers, which amount and amounts the said Purchasers promises and agrees to pay when due and payable.

4.2 The lawful rights of all persons claiming by, through and under the Purchasers.

JAB  
M.B.

JP

4.3 The rights, if any, of the public in a portion of the premises aforesaid which may fall within any public street, way or highway adjacent or contiguous to said property.

## 5. COVENANTS OF PURCHASERS.

5.1 The Purchasers shall not and will not suffer or permit any mechanic's lien or other lien to attach to or be against the or on the Property aforesaid, which shall or may be superior to the rights of the Seller.

5.2 That each and every contract for repairs and improvements on the property aforesaid, or any part thereof, shall contain an express, full and complete waiver and release of any and all lien or claim or right of lien against the property herein agreed to be conveyed, and no contract or agreement, oral or written, shall or will be executed by the Purchasers for other repairs or improvements upon the property aforesaid, except the same contains such express waiver or release of lien upon the part of the party contracting, and a copy of each and every such contract and of the plans and specifications for such repairs and improvements shall and will be promptly delivered to and may be retained by the Seller.

5.3 The Purchasers shall not commit, or suffer any other person to commit, any waste or damages to the property or the appurtenances thereto and shall keep the property and all improvements thereof in as good condition as they are now.

5.4 The Purchasers shall obtain and keep in force all necessary policies of insurance needed to protect this property and pay all premiums therefore when due, such in policy or policies of insurance as are required pursuant to the terms of this contract.

5.5 Except as may be required by the terms of this contract, in the event of the loss and payment under an insurance policy covering the property, the insurance proceeds for such loss shall be paid to the escrow holder hereinafter named. If a loss for which the insurance proceeds are received is repaired or replaced within one-hundred twenty days (120) after receipt of insurance proceeds, the escrow agent shall pay such proceeds to the party effecting the repairs or replacement.

5.6 The Purchasers shall not offer this property for sale at any time during the term of this contract.

5.7 The Purchasers shall not encumber this property in any way, that is, the Purchasers agree not to enter into any contracts for a second mortgage that would result in a competing interest in this property. Furthermore, the Purchasers shall not allow any materialman's or mechanics liens to attach to this property and shall pay all such liens promptly, if any do attach. Failure by the Purchasers to do so will be a breach of this contract and the Seller may take any and all such actions as are permitted under the terms of this contract and the laws of the State of Idaho.

J A B  
M. B.

J P

6. POSSESSION. The Purchasers shall be entitled to the possession of said property on the date of this Contract of Sale and may retain possession of said property so long as the Purchasers is not in default in the performance of the obligations under the terms of this agreement.

7. DEFAULT AND REMEDIES. Time is of the essence of this agreement, and in the case of the failure of the Purchasers to make the payments herein provided or to perform any of the covenants on the Purchasers' part hereby made and entered into, or to keep and observe all of the conditions, covenants and restrictions herein set forth, this agreement shall, at the option of the Seller, be subject to the following remedies:

7.1 The Seller may declare this agreement be forfeited and terminated, and the Purchasers shall forfeit all payments made on this agreement and such payments shall be retained by the Seller in full satisfaction and liquidation of all damages sustained except as herein otherwise provided. As part of their agreements contained herein, the parties acknowledge that the calculation of liquidated damages is difficult and therefore agree that such liquidated damages are related to a fair rental value of the property which the parties shall hereinafter stipulate and agree to in the event of default on the part of the Purchasers.

7.2 Or, at the Seller's option, the Seller may declare all installments of purchase price, which installments include interest, due hereunder to be immediately due and payable and Seller may seek specific performance of the provisions of this contract.

7.3 Or, at Seller's option, the Seller may, upon default by Purchasers, foreclose this Contract of Sale as a mortgage.

8. NOTICE. Prior to the election of any of the aforescribed remedies, the Seller must give Purchasers written notice of default and if such default is corrected within 60 days, the Seller shall be entitled to elect from their remedies provided for herein and shall in addition be entitled to immediate possession of the property. Service of the notice of default may be accomplished by those means allowed by law for the service of process or by sending said notice of default by registered mail to the Purchasers at the Purchasers' address at the time of sending said notice.

9. ATTORNEY FEES AND COSTS. That the Purchasers shall and the will pay to the Seller all costs and expenses, including the attorney fees, incurred by the Seller in any action or proceeding to which the Seller may be made a party by reason of being a party to this agreement, and that the Purchasers will pay to the Seller all costs and expenses, including attorney fees, incurred by the Seller in enforcing any of the covenants and the provisions of this agreement, including all fees and costs incurred in connection with the preparation and service of a notice of default as provided herein and any such fees and costs incurred in any action brought by the Seller against the Purchasers on account of the provisions hereon, and all costs, expenses and attorney fees may be included in and form part of any judgment entered in the proceedings brought by

J A B  
M B.

J P

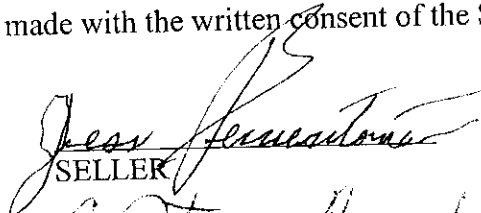
the Seller against the Purchasers on or under this agreement or as a condition of curing a default.

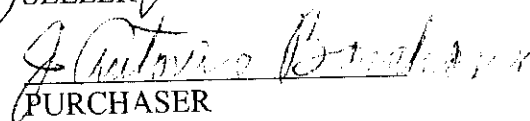
10. INSPECTION. The Purchasers declare that they are buying the property on their own examination and judgment and not through the representations made by the Seller, or agents for the Seller, as to its location, value, future value, income therefrom or as to its production and that the Seller has made no representations or warranty other than those set forth herein.

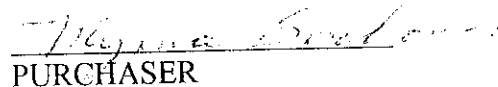
11. NO RECORDING. This Contract of Sale shall not be recorded without the expressed written approval of the Seller previously obtained.

12. NO WAIVER OF REMEDIES. The Purchasers further agrees that the failure by of the Seller at any time to require performance by the Purchasers of the provisions hereof shall in no way affect the Seller's rights hereunder to enforce the same, nor shall any waiver by the Seller of any breach of any provision be held to be a waiver by said Seller of any succeeding breach of any such a provision or as a waiver of the provision itself. The Seller may accept part of any such a payment without waving the Seller's right to forfeiture set forth above.

13. BINDING EFFECT. The terms, conditions and covenants of this agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assigns of the respective parties hereto, but no assignment or transfer by the Purchasers of the contract, or of the Purchasers' interest in the property described herein, shall be valid, unless the same be made with the written consent of the Seller.

  
SELLER

  
PURCHASER

  
PURCHASER

STATE OF IDAHO     )  
                                  ss.  
County of Cassia     )

On this 17 day of September, 2004, before me the undersigned, a Notary Public in and for said State, personally appeared Jess Rementeria known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Contract of Sale-5

J A B

M.B. JP

ROXANNE DIMOND  
NOTARY PUBLIC  
STATE OF IDAHO

ROXANNE DIMOND  
NOTARY PUBLIC  
STATE OF IDAHO

Roxanne Diamond  
Notary Public for Idaho  
Residing at Burley, Idaho  
My commission expires: 7-29-05

J A B.  
M B.

