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DEPT. OF WATER RESOURCES
SOUTHERN REGION

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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)
36-16085					
36-14882					

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) Kim Huettig

1277 S. 2200 E.

Hazelton, ID 83335

④ New Owner/Claimant(s) Calvin R Koehn - Lawanna J Koehn

Name Connector (Check one): [] and, [] or, [] and/or

New Mailing Address

Calvin R Koehn 1277 S. 2200 E.

City, State and ZIP Code

Hazelton, ID 83335

New Telephone Number

(208) 829-5281 Email: None

SUPPORT DATA

5. Date you acquired the property

Aug. 6 2007

IN FILE # 36-14882

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) Calvin R Kach _____
 (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 [Signature]
 Received by [Signature]
 Processed by _____ AJ

Date 11/1/07
 Date 11/1/07
 Date _____

Receipt Amt. \$50
 Receipt No. 5029813
 WR _____ Date _____

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
260 Third Avenue North
Twin Falls, ID 83303

Instrument # 2074472

JEROME COUNTY, JEROME, IDAHO
2007-07-27 01:58:35 No. of Pages: 2
Recorded for: FIRST AMERICAN TITLE
MICHELLE EMERSON Fee: 6.00
Ex-Officio Recorder Deputy 

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 215853-TF (1b)

Date: July 19, 2007

For Value Received, **Kim M. Huettig, a single woman**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Calvin R. Koehn and Lawanna J. Koehn, husband and wife**, hereinafter called the Grantee, whose current address is **1277 South 2200 East, Hazelton, ID 83335**, the following described premises, situated in **Jerome County, Idaho**, to-wit:

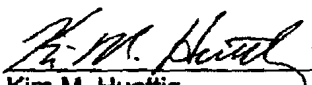
TOWNSHIP 10 SOUTH, RANGE 20 EAST OF THE BOISE MERIDIAN, JEROME COUNTY, IDAHO

SECTION 22: A PARCEL OF LAND LOCATED IN THE SE $\frac{1}{4}$ SE $\frac{1}{4}$, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 22, THE TRUE POINT OF BEGINNING;
THENCE NORTH 0°14' WEST, 1,322.68 FEET ALONG THE EAST BOUNDARY OF SAID SECTION 22 TO THE NORTHEAST CORNER OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$, SECTION 22;
THENCE SOUTH 89°41' WEST, 330.00 FEET ALONG THE NORTH BOUNDARY OF THE SE $\frac{1}{4}$ SE $\frac{1}{4}$, SECTION 22;
THENCE SOUTH 0°14' EAST, 1,322.68 FEET TO A POINT IN THE SOUTH BOUNDARY OF SECTION 22;
THENCE NORTH 89°41' EAST, 330.00 FEET ALONG THE SOUTH BOUNDARY OF SECTION 22 TO THE TRUE POINT OF BEGINNING.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.


Kim M. Huettig

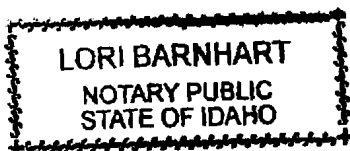
Date: 07/19/2007

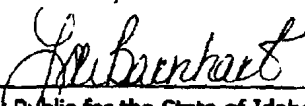
Warranty Deed
- continued

File No.: 215853-TF (1b)

STATE OF Idaho)
COUNTY OF Twin Falls)
ss.

On this 21st day of August, 2007, before me, a Notary Public in and for said State, personally appeared **Kim M. Huettig**, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.





Notary Public for the State of Idaho
Residing at: Twin Falls, ID
My Commission Expires: 11/06/2012

Instrument # 2852781

JEROME COUNTY, JEROME, IDAHO

2005-05-20

04:27:44 No. of Pages: 6

Recorded for: FREDERICKSEN, ETAL

CHERYL WATTS

Fee: 18.00

Ex-Officio Recorder Deputy

WELL AND EASEMENT AGREEMENT

THIS AGREEMENT, made this 9th day of December, 2004, by and between **KIM M. HUETTIG**, a single woman, hereinafter referred to as "KMH", and **HUETTIG FAMILY LIMITED PARTNERSHIP**, KEITH HUETTIG, MYRON HUETTIG, LAWRENCE HUETTIG and GERALD HUETTIG, General Partners, and **FOUR-H FARMS**, an Idaho corporation. hereinafter referred to as "Huettig Entities",

RECITALS:

- A. The parties are owners of contiguous tracts of real property located in Jerome County, Idaho.
- B. Located on the tract of property belonging to the Huettig Entities is a water well which provides water to KMH, under Water Right No. 36-16085. The well which provides water to service other water rights owned by the Huettig Entities.
- C. A mainline pipe from the well crosses a portion of the real property owned by KMH.
- D. The parties wish to agree upon terms and conditions whereby the Huettig Entities will maintain and repair the well, pump, motor and delivery systems and KMH will give to the Huettig Entities an easement to access, maintain and repair the main line pipe.
- E. The real property which is the place of use for Water Right No. 36-16085 is legally described as:
TOWNSHIP 10 SOUTH, RANGE 20 EAST, BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 22: A parcel of land located in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ more particularly described as follows:

Beginning at the Southeast corner of said Section 22, THE TRUE POINT OF BEGINNING;

Thence North 0°14' West, 1,322.68 feet along the East boundary of said Section 22 to the Northeast corner of the SE¼SE¼, Section 22;

Thence South 89°41' West, 330.00 feet along the North boundary of the SE¼SE¼, Section 22;

Thence South 0°14' East, 1,322.68 feet to a point in the South boundary of Section 22;

Thence North 89°41' East, 330.00 feet along the South boundary of Section 22 to THE TRUE POINT OF BEGINNING.

- F. Huettig Entities own the real property on which the well is located, legally described as the S½SW¼, Section 23, Township 10 South, Range 20 East, Boise Meridian, Jerome County, Idaho.

IT IS THEREFORE AGREED, in consideration of these recitals and the mutual promises and covenants hereafter contained, as follows:

1. **GRANT OF EASEMENT.** KMH hereby grants and conveys to the Huettig Entities an easement for the purpose of access to and maintenance and repair of an existing buried mainline irrigation pipe, over, across and under the south 25' of the following described real property:

TOWNSHIP 10 SOUTH, RANGE 20 EAST, BOISE MERIDIAN, JEROME COUNTY, IDAHO

Section 22: A parcel of land located in the SE¼SE¼ more particularly described as follows:

Beginning at the Southeast corner of said Section 22, THE TRUE POINT OF BEGINNING;

Thence North 0°14' West, 1,322.68 feet along the East boundary of said Section 22 to the Northeast corner of the SE¼SE¼, Section 22;

Thence South 89°41' West, 330.00 feet along the North boundary of the SE¼SE¼, Section 22;

Thence South 0°14' East, 1,322.68 feet to a point in the South boundary of Section 22;

Thence North 89°41' East, 330.00 feet along the South boundary of Section 22 to THE TRUE POINT OF BEGINNING.

The foregoing is the servient estate. The real property that will be benefitted by the easement (the Dominant Estate) is owned by the Huettig Entities and is legally described as:

TOWNSHIP 10 SOUTH, RANGE 20 EAST, BOISE MERIDIAN, Jerome
County, Idaho

Section 23: S $\frac{1}{2}$ SW $\frac{1}{4}$

2. **MAINTENANCE AND REPAIR OF WELL.** The Huettig Entities agree to pay all costs for the maintenance and repair associated with the well located on real property owned by Huettig Entities legally described as:

TOWNSHIP 10 SOUTH, RANGE 20 EAST, BOISE MERIDIAN, Jérôme
County, Idaho

Section 23: S $\frac{1}{2}$ SW $\frac{1}{4}$

The parties recognize that the well described in this paragraph provides water to KMH under Water Right No. 36-16085. The Huettig Entities agree to do nothing that would prevent or restrict the delivery of .09 cfs of irrigation water from the well to which KMH is entitled under Water Right No. 36-16085.

3. **POWER.** KMH agrees to pay to Huettig Entities, (made payable to 4-H Farms, Inc.) the amount of \$50.00 per month, commencing with the 15th day of November, 2004 and continuing the 1st day of each month thereafter until this agreement is terminated. This paragraph shall be for KMH's share of the electrical power necessary for the operation of the pump and motor at the well site.

4. **TERMINATION.** This agreement shall terminate at such time as KMH conveys to any other person or entity any of her interest in the real property described in Paragraph 1 above, or upon her death, whichever event first occurs. At such time, KMH or her successor-in-interest, agrees to cause to be drilled on such real property, a well that will allow the diversion and delivery of the water under Water Right No. 36-16085 to which KMH or her successor-in-interest is entitled.

5. **DEFAULT.** If default be made by either party hereto in keeping or performing any of the covenants, conditions, or agreements herein agreed to be kept by them, and the other party is required to employ an attorney to enforce any of the covenants, conditions, or agreements herein contained, then and in such event the party in default agrees to pay, in addition to all other sums herein agreed to be paid by them, a reasonable attorney's fee, together with any costs and disbursements that may be incurred in enforcing this agreement.

5. **BINDING EFFECT.** This agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective heirs, executors, administrators and assigns. Each and every covenant above set forth shall run and be bound up with the two parcels of real property described hereinabove.

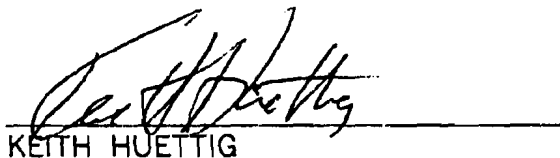
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names, the day and year in this agreement first above written.

"KMH"


KIM M. HUETTIG

"HUETTIG ENTITIES"

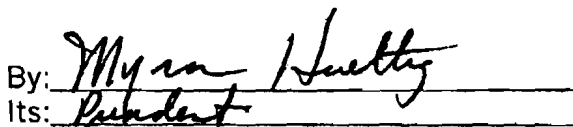
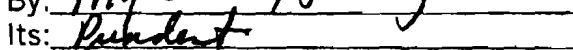
HUETTIG FAMILY LIMITED PARTNERSHIP


KEITH HUETTIG


MYRON HUETTIG


LAWRENCE HUETTIG

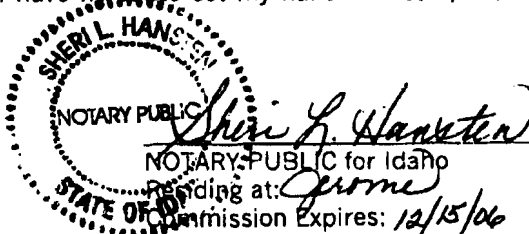
FOUR H FARMS

By: 
Its: 

STATE OF IDAHO)
ss:
County of Jerome)

On this 4 day of January, ²⁰⁰⁵~~2004~~, before me, the undersigned, a Notary Public in and for said County and State, personally appeared KEITH HUETTIG, General Partner of HUETTIG FAMILY LIMITED PARTNERSHIP, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of said partnership.

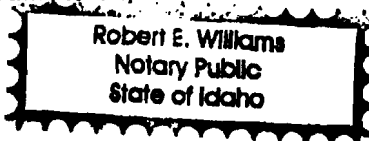
IN WITNESS WHEREOF, I have hereunto set my hand and seal, the day and year in this certificate first above written.



STATE OF IDAHO)
ss:
County of Jerome)

On this 4th day of January, ²⁰⁰⁵~~2004~~, before me, the undersigned, a Notary Public in and for said County and State, personally appeared MYRON HUETTIG, General Partner of HUETTIG FAMILY LIMITED PARTNERSHIP, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of said partnership.

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

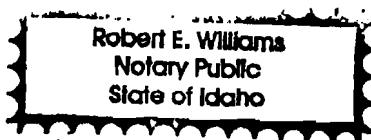


[Signature]
NOTARY PUBLIC for Idaho
Residing at: Jerome
Commission Expires: 1/27/08

STATE OF IDAHO)
ss:
County of Jerome)

On this 20th day of May, ²⁰⁰⁵~~2004~~, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LAWRENCE HUETTIG, General Partner of HUETTIG FAMILY LIMITED PARTNERSHIP, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of said partnership.

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



[Signature]
NOTARY PUBLIC for Idaho
Residing at: Jerome
Commission Expires: 1/27/11

STATE OF IDAHO)

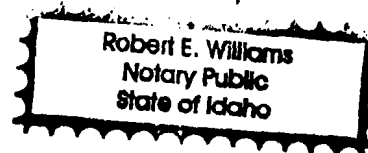
ss:

County of Jerome)

On this 5th day of January, ²⁰⁰⁵~~2004~~, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Myron Huettig, President of 4-H FARMS, INC., known to me to be such officer and the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same on behalf of said company.

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

[Signature]
NOTARY PUBLIC for Idaho
Residing at: Jene
Commission Expires: 1/27/11

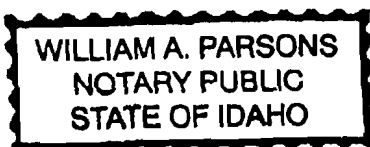


STATE OF IDAHO)

) ss

County of Cassia)

On this 9 day of December, in the year 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared **KIM M. HUETTIG**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



[Signature]
Notary Public for Idaho
Residing at: Pauls
My Commission Expires: 7/20/2010