

RECEIVED

JAN 22 2001

Department of Water Resources

NEW PROPERTY OWNER

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

LEGAL DESCRIPTION OF PROPERTY: See attached Warranty Deed

☐ Served Only by a Public Service Water Supply (all water is received from a city or company who maintains water supply system, owns the water right, and bills the customer on a regular basis)

☐ Water Right Number(s)
Assigned by IDWR: A35-10931 P.D. 12-28-99

☐ Name and Address of Former
Owner/Claimant(s)(Seller): Brent M. Fehringer and Kristi Fehringer
2855 West 2100 South
Aberdeen, ID 83201

☐ New Owner/claimant
(Purchaser): Kenneth R. Horsch and Joyce Marilyn Horsch

☐ New Mailing Address: 1990 South 2600 West
Aberdeen, ID 83201

☐ New Telephone Number: 208-397-4913

☐ Does the change in ownership resulting in splitting of the water right owned/claimed?
yes X no. If yes, then describe the portion of the water right that is now
owned/claimed by the new owner: _____

☐ Attach proof of ownership, describe proof attached : See attached copy of Warranty Deed

(Proof of ownership must describe either the property conveyed or include the claim number. Proof of ownership is not required if this form is signed by the former owner/claimant.)

☐ Signature of New Owner/Claimant(s)
Kenneth R. Horsch Date 9-04-00
Joyce Marilyn Horsch Date 9-04-00

WARRANTY DEED

THIS INDENTURE is made this 4 day of Sept, 2000, by **FEHRINGER-HORSCH FARMS LIMITED PARTNERSHIP**, an Idaho limited partnership, whose general partners are Kenneth R. Horsch, Marilyn Joyce Horsch, Brent M. Fehringer, and Kristi Fehringer, the "Grantor", and **KENNETH R. HORSCH and MARILYN JOYCE HORSCH**, husband and wife, whose mailing address is 1990 South 2600 West, Aberdeen, Idaho 83210, collectively the "Grantee".

WITNESSETH:

That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, and other good and valuable consideration, to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee, and to the Grantee's heirs and assigns forever, all of the following described property in the County of Bingham, State of Idaho, to-wit:

Part of Section 19, Township 6 South, Range 31 E.B.M.,
Bingham County, Idaho, described as:

Beginning at a point on the W. right-of-way line of Old Highway No. 39 that is S.89°38'12"W. 50.00 feet along the section line from the NE corner of said Section 19 and running thence S.0°40'29"E. 5377.37 feet along said W. right-of-way line; thence S.89°47'00"W. 2902.37 feet along the S. line of said Section 19 to the center of the High Line Canal; thence along said center line the following ten courses: N.69°59'02"E. 573.99 feet; thence N.41°47'25"W. 389.99 feet; thence N.20°17'25"W. 203.39 feet; thence N.1°42'21"W. 331.04 feet; thence N.24°23'26"W. 444.90 feet; thence N.33°45'26"W. 320.90 feet; thence N.77°08'09"W. 418.38 feet; thence N. 29°12'32"W. 361.72 feet; thence N.25°16'28"E. 299.83 feet; thence N.13°58'04"E. 319.38 feet to the end of said centerline; thence n.89°34'49"E. 888.29 feet; thence N.0°18'11"E. 2694.94 feet to the N. line of said Section 19; thence

N.89°38'12"E. 2478.85 feet along the section line to the point of beginning.

SUBJECT TO a certain Mortgage as shown by Instrument No. 442825, Records of Bingham County, Idaho, and the Promissory Note secured thereby, which obligation is assumed by the Grantee.

SUBJECT to all existing easements or claims of easements, patent reservations, rights of way, protective covenants, zoning ordinances, and applicable building codes, laws and regulations, encroachments, overlaps, boundary line disputes and other matters which would be disclosed by an accurate survey or inspection of the premises.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, any remainders, rents, issues and profits therefrom; and all estate, right, title and interest in and to the property, as well in law as in equity, of the Grantor.

TO HAVE AND TO HOLD the premises and the appurtenances unto the Grantee, and to the Grantee's heirs and assigns forever. The Grantor and the Grantor's heirs shall warrant and defend the premises in the quiet and peaceable possession of the Grantee and the Grantee's heirs and assigns, against the Grantor and the Grantor's heirs, and against every person whomsoever who lawfully holds (or who later lawfully claims to have held) rights in the premises as of the date hereof.

In construing this Warranty Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor has executed the within instrument the day and year first above written.

GRANTOR:

FEHRINGER-HORSCH FARMS LIMITED PARTNERSHIP, an Idaho limited partnership

By: Kenneth R. Horsch
Kenneth R. Horsch, General Partner

By: Marilyn Joyce Horsch
Marilyn Joyce Horsch, General Partner

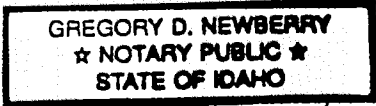
By: Brent M. Fehringer
Brent M. Fehringer, General Partner

By: Kristi Fehringer
Kristi Fehringer, General Partner

STATE OF IDAHO)
) ss.
County of Twin Falls)

On the 4th day of September, 2000, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared Brent M. Fehringer and Kristi Fehringer, known or identified to me to be two of the partners in the partnership of **FEHRINGER-HORSCH FARMS LIMITED PARTNERSHIP**, an Idaho limited partnership, and two of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

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

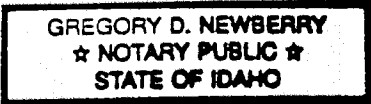
(seal) 
RESIDING AT TWIN FALLS, ID
MY COMMISSION EXPIRES 2/4/2004

Gregory D. Newberry
Notary Public for Idaho
Residing at: Twin Falls
My Commission Expires: 2/4/2004

STATE OF IDAHO)
) ss.
County of Twin Falls)

On the 4th day of September, 2000, before me, the undersigned, a Notary Public, in and for the State of Idaho, personally appeared Kenneth R. Horsch and Marilyn Joyce Horsch, known or identified to me to be two of the partners in the partnership of **FEHRINGER-HORSCHFARMS LIMITED PARTNERSHIP**, an Idaho limited partnership, and two of the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.

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(seal) 
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MY COMMISSION EXPIRES 2/4/2004

Gregory D. Newberry
Notary Public for Idaho
Residing at: Twin Falls
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