

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 27 2025

DEPT. OF WATER RESOURCES
EASTERN 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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
29-13939 <i>OK</i>	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Earl and Mary Riggins

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Matthew and Heather Hornbacher

New owner(s) as listed on the conveyance document

Name connector ☒ and ☐ or

3075 Hornbacher Rd.

American Falls

ID

83211

Mailing address

City

State

Zip

208-221-4635

matthornbacher@gmail.com

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: 7/28/2021

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
- ☐ If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

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):
- ☐ \$25 per *undivided* water right.
- ☐ \$100 per *split* water right.
- ☐ 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: Matthew Hornbacher Owner 2/21/2025
- Signature of new owner/claimant Title, if applicable Date
- Matthew Hornbacher

Print name

- Signature: Heather Hornbacher Owner 2/21/2025
- Signature of new owner/claimant Title, if applicable Date
- Heather Hornbacher

Print name

For IDWR Office Use Only:

Received by JB Date 2/27/2025 Receipt No. E050676 Receipt Amt. \$25.-

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 JB Processed by JB Date 3/5/2025

State of Idaho
Department of Water Resources

Water Right
29-13939

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters

0 0.035 0.07 0.14 Miles





Instrument # 218520
POWER COUNTY, IDAHO
07-30-2021 03:18:44 PM No. of Pages: 3
Recorded for: ALLIANCE TITLE - POCA TELLO OFF
SHAREE SPRAGUE Fee: \$15.00
Ex-Officio Recorder Deputy: Flor Cardona
Electronically Recorded by Simplifile

WARRANTY DEED

Alliance Title & Escrow, LLC Order No.: 564187

FOR VALUE RECEIVED

Mary Riggin, an unmarried person

the grantor(s), do(es) hereby grant, bargain, sell and convey unto

Matthew Hornbacher and Heather Hornbacher, husband and wife and Hornbacher Farms, LLC

whose current address is

**3075 S Hornbacher Rd
American Falls, ID 83211**

the grantee(s), the following described premises, in Power County, Idaho, TO WIT:

A Parcel in the South half of Section 8 and the North half of Section 17, Township 8 South, Range 31 East, Boise Meridian as follows:

Commencing at a point which bears South 71°55'10" East 2515.22 feet from the Northwest corner of said Section 17 and North 52°09'31" East, 3022.50 feet from the West Quarter corner of said Section 17, said point being monumented with a ½" rebar and plastic cap stamped PLS 843,

**Thence North 05°00'21" West 837.01 feet to a ½" rebar and plastic cap stamped PLS 843;
Thence East 464.17 feet to a ½" rebar and plastic cap stamped PLS 843, the True Point of Beginning;
Thence East 497.96 feet to a ½" rebar and plastic cap stamped PLS 843;
Thence South 04°14'39" West 850.14 feet to a ½" rebar and plastic cap Stamped PLS 843;
Thence South 85°57'11" West 436.13 feet to a ½" rebar and plastic cap stamped PLS 843;
Thence North 878.59 feet to the True Point of Beginning.**

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee(s), that (s)he is/are the owner(s) in fee simple of said premises; that they are free from all encumbrances Except: Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: July 28, 2021

Mary Riffin
Mary Riffin

State of Kansas } ss
County of Crawford }

On this 28 day of July, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Mary Riffin, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument.

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

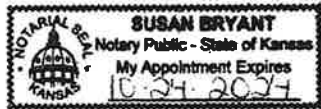
Notary Public for the State of Kansas
Residing at: Pocatello, ID
Commission Expires: 10-24-2024



State of Kansas
County of Crawford

On this 28 day of July, 2021, before me, the undersigned, a Notary Public in and for said state, personally appeared Mary Riffin known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged that ~~he~~/she/~~they~~ executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Susan Bryant
Notary Public for the State of Kansas Susan Bryant
Residing at: Webb City, MO
Commission Expires: 10-24-2024



Instrument # 218393

POWER COUNTY, IDAHO
07-12-2021 03:53:09 PM No. of Pages: 4
Recorded for: ESTATE PROTECTION & PLANNING,
SHAREE SPRAGUE Fee: \$19.00
Ex-Officio Recorder Deputy: Flor Cardona
Electronically Recorded by Simplifile

AFFIDAVIT OF HEIRSHIP

STATE OF KANSAS

)

) ss.

COUNTY OF

)

I, **MARY JANE RIGGIN**, also known as **MARY RIGGINS**, being first duly sworn, on oath, depose and say:

That I am the surviving spouse of **EARL DEWAYNE RIGGIN**, also known as **EARL RIGGINS**, who died a resident of Crawford County, State of Kansas, on May 30, 2018, at the age of 63 as evidenced by a certified copy of death certificate attached hereto as Attachment A; and that the decedent is the same **EARL RIGGINS** shown as owner of record in the records of Power County, Idaho, of the property described on Instrument Nos. 191618 (the Realty), more particularly described as follows:

Tax Assessor Parcel No. RPD1327-07

Physical Address: 2844 Mayer Road, American Falls, Idaho 83211

A Parcel in the S½ Section 8 and N½ Section 17, T8S, R31 EBM as follows:

Commencing at a point which bears S 71° 55' 10" E, 2515.22 feet from the NW corner of said Section 17 and N 52° 09' 31" E, 3022.50 feet from the W¼ corner of said Section 17, said point being monumented with a ½" rebar and a plastic cap stamped PLS 843,

Thence, N 05° 00' 21" W, 837.01 feet to a ½" rebar and plastic cap stamped PLS 843;

Thence, E 464.17 feet to a ½" rebar and plastic cap stamped PLS 843, the TRUE POINT OF BEGINNING;

Thence, E 497.96 feet to a ½" rebar and plastic cap stamped PLS 843;

Thence, S 04° 14' 39" W, 850.14 feet to a ½" rebar and plastic cap stamped PLS 843;

Thence, S 85° 57' 11" W, 436.13 feet to a ½" rebar and plastic cap stamped PLS 843;

Thence, NORTH, 878.59 feet to the TRUE POINT OF BEGINNING, said parcel containing 9.23 acres more or less.

TOGETHER WITH ALL APPURTENANCES AND SUBJECT TO: TAXES,
EASEMENTS, RESTRICTIONS, COVENANTS, ENCUMBRANCES AND
ASSESSMENTS AS SHOWN OF RECORD.

Earl Dewayne Riggins, also known as Earl Riggins, and Mary Jane Riggins, also known as Mary Riggins, were married December 13, 1986, in Dillon, Montana, and remained married at all times until the death of Earl Dewayne Riggins, also known as Earl Riggins, on May 30, 2018. The estate consists solely of the community property of the decedent, Earl Dewayne Riggins, also known as Earl Riggins, and myself, the surviving spouse, Mary Jane Riggins, also known as Mary Riggins.

The decedent left no will or other testamentary instrument. Under the Idaho community property and intestacy statutes, all of his property would transfer me if I survived him, which I have.

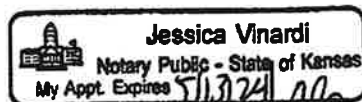
Dated this 6 day of July, 2021

Mary Jane Riggins
MARY JANE RIGGIN
(A.K.A. MARY RIGGINS)

On this day, July 6th, 2021, before me personally appeared Mary Jane Riggins, also known as Mary Riggins, as surviving spouse, personally known to me (or proved to me on the basis of satisfactory evidence) to be the individual whose name is subscribed to the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed for the purposes therein contained.

Witness my hand and official seal.

[Seal]



Jessica Vinardi
Notary Public for the State of KANSAS
Residing in: Anna KS

My Commission Expires: May 13, 2024

Attachment A
Death Certificate

CERTIFICATE OF DEATH

124 -

VS 300 MO 580-2211 (11-10)

1. DECEDENT'S LEGAL NAME (Include AKA's if any) (First, Middle, Last, Suffix) EARL DEWAYNE RIGGIN		2. SEX MALE		3. IF FEMALE, LAST NAME PRIOR TO FIRST MARRIAGE		4. ACTUAL OR PRESUMED DATE OF DEATH (Month, Day, Year) MAY 30, 2018	
5. SOCIAL SECURITY NUMBER		6a. AGE - Last Birthday (Year/2) 63		6b. UNDER 1 YEAR Months: 0 Days: 0		6c. UNDER 1 DAY Hours: 0 Minutes: 0	
7. DATE OF BIRTH (Month, Day, Year)		8. BIRTHPLACE (City and State or Foreign Country) GIRARD, KANSAS		9. COUNTY CRAWFORD		10. CITY, TOWN OR LOCATION PITTSBURG	
11. RESIDENCE (COUNTRY) UNITED STATES		12. STATE, TERRITORY OR PROVINCE KANSAS		13. APARTMENT NO. 86782		14. ZIP CODE 66782	
15. STREET AND NUMBER 8528 NE 110TH ST.		16. MARITAL STATUS AT THE TIME OF DEATH ☒ Married ☐ Married, but separated ☐ Widowed ☐ Divorced ☐ Never Married ☐ Unknown		17. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage) MARY HILL		18. INSIDE CITY LIMITS? ☐ Yes ☒ No	
19. WAS DECEDENT EVER IN U.S. ARMED FORCES? ☐ Yes ☒ No		20. FATHER'S NAME (First, Middle, Last, Suffix) HARLAN WENDELL RIGGIN		21. MOTHER'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last, Suffix) BETTY FRANCES RABONE		22. MAILING ADDRESS (Street and Number, City, State, ZIP Code) 8528 NE 110TH ST., PITTSBURG, KANSAS 66782	
23. INFORMANT'S NAME (First, Middle, Last, Suffix) MARY RIGGIN		24. RELATIONSHIP TO DECEDENT WIFE		25. PLACE OF DEATH (Check only one: see instructions.) ☒ If death occurred in a hospital: ☐ Inpatient ☐ Emergency Room/Outpatient ☐ DCA ☐ Hospice Facility ☐ Nursing Home/Long Term Care Facility ☐ Decedent's Home ☐ Other (Specify)		26. CITY OR TOWN, STATE AND ZIP CODE JOPLIN, MISSOURI 64804	
27. FACILITY NAME (If not institution, give street and number) MERCY HOSPITAL JOPLIN		28. DATE OF DISPOSITION (Month, Day, Year) JUNE 05, 2018		29. PLACE OF DISPOSITION (Name of cemetery, crematory, other place) CHAPPEL CREMATORY, LLC		30. LOCATION (City or Town, State) WEBB CITY, MISSOURI	
31. METHOD OF DISPOSITION ☐ Burial ☒ Cremation ☐ Donation ☐ Entombment ☐ Removal from State ☐ Other (Specify)		32. NAME AND COMPLETE ADDRESS OF FUNERAL FACILITY BRENNER MORTUARY, INC. 114 E. 4TH ST., PITTSBURG, KANSAS 66782		33. SIGNATURE OF FUNERAL SERVICE LICENSEE OR OTHER PERSON ACTING AS SUCH KRISTY B. CHAPPEL		34. FUNERAL ESTABLISHMENT LICENSE NUMBER	
35. ACTUAL OR PRESUMED TIME OF DEATH		36. WAS MEDICAL EXAMINER/GRONER CONTACTED? ☐ Yes ☒ No		37. CAUSE OF DEATH (See instructions and examples in handbook) Approximate interval: 2.5 YEARS Immediate Cause (Final disease or condition resulting in death) → a. Due to (or as a consequence of): Sequently list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST. b. Due to (or as a consequence of): c. Due to (or as a consequence of): d. Due to (or as a consequence of):		38. PART I. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I.	
39. DO TOBACCO USE CONTRIBUTE TO DEATH? ☐ Yes ☒ No ☐ Probably ☐ Unknown		40. IF FEMALE ☐ Not pregnant within past year ☐ Pregnant at time of death ☐ Not pregnant, but pregnant within 42 days of death ☐ Not pregnant, but pregnant 43 days to 1 year before death ☐ Unknown if pregnant within the past year		41. MANNER OF DEATH ☒ Natural ☐ Homicide ☐ Accident ☐ Pending investigation ☐ Suicide ☐ Could not be determined		42. DATE OF INJURY (Month, Day, Year) (Spell Month)	
43. TIME OF INJURY		44. PLACE OF INJURY (e.g., decedent's home, construction site, restaurant, wooded area)		45. INJURY AT WORK? ☐ Yes ☒ No		46. LOCATION OF INJURY - STATE	
47. COUNTY		48. CITY OR TOWN		49. STREET AND NUMBER		50. ZIP CODE	
51. DESCRIBE HOW INJURY OCCURRED		52. IF TRANSPORTATION ACCIDENT (SPECIFY) ☐ Driver/Operator ☐ Passenger ☐ Pedestrian ☐ Other (Specify)		53. CERTIFIER (CHECK ONLY ONE) ☒ Certifying Physician - To the best of my knowledge, death occurred at the time, date, and place, and due to the cause(s) and manner stated. ☐ Medical Examiner/Coroner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated.		54. SIGNATURE Irving E. LaFrancis MD	
55. NAME, ADDRESS, AND ZIP CODE OF PERSON COMPLETING CAUSE OF DEATH (Item 28) IRVING E. LAFRANCIS MD 100 MERCY WAY JOPLIN MO 64801		56. TITLE OF CERTIFIER PHYSICIAN		57. DATE CERTIFIED (Month, Day, Year) 6/13/2018		58. FOR REGISTRAR ONLY - DATE FILED (Month, Day, Year) June 20, 2018	
59. CERTIFIER MO LICENSE NUMBER MO 101734		60. CERTIFIER NPI NUMBER 1750358487		61. DECEDENT'S RACE (Check one or more races to indicate what the decedent considered himself or herself to be.) ☒ White ☐ Black or African American ☐ American Indian or Alaska Native (Name of the enrolled tribal tribe) ☐ Asian Indian ☐ Chinese ☐ Filipino ☐ Japanese ☐ Korean ☐ Vietnamese ☐ Other Asian (Specify) ☐ Native Hawaiian ☐ Guamanian or Chamorro ☐ Samoan ☐ Other Pacific Islander (Specify) ☐ Other (Specify) ☐ Unknown		62. DECEDENT'S USUAL OCCUPATION (INDICATE TYPE OF WORK DONE DURING MOST OF WORKING LIFE. DO NOT USE "RETIRED") FARMER	
63. DECEDENT'S EDUCATION (Check the box that best describes the highest degree or level of school completed at time of death.) ☐ 8th grade or less ☐ 8th - 12th grade; no diploma ☐ High school graduate or GED completed ☐ Some college credit, but no degree ☐ Associate degree (e.g., AA, AS) ☒ Bachelor's degree (e.g., BA, BS) ☐ Master's degree (e.g., MA, MS, MEd, MEd, MSW, MBA) ☐ Doctorate (e.g., PhD, EdD) or professional degree (e.g., MD, DDS, DVM, LL.S, JD)		64. DECEDENT OF HISPANIC ORIGIN? (Check the box that best describes whether the decedent is Spanish/Hispanic/Latino. Check the "No" box if decedent is not Spanish/Hispanic/Latino.) ☒ No, not Spanish/Hispanic/Latino ☐ Yes, Mexican, Mexican American, Chicano ☐ Yes, Puerto Rican ☐ Yes, Cuban ☐ Yes, other Spanish/Hispanic/Latino (Specify)		65. KIND OF BUSINESS/INDUSTRY FARMING			

THIS IS A CERTIFIED COPY OF AN ORIGINAL DOCUMENT
(Do not accept if reproduced, or if seal impression cannot be felt.)

THE REPRODUCTION OF THIS DOCUMENT IS PROHIBITED BY LAW (sec. 193.245, 193.255, & 193.315 RSMo 2004.)

STATE OF MISSOURI } ss
COUNTY OF **NEWTON** } I HEREBY CERTIFY that this is an exact reproduction of the certificate for the person named therein as it now appears in the permanent records of the Bureau of Vital Records of the Missouri Department of Health and Senior Services. Witness my hand as County Registrar of Vital Records and the Seal of the Missouri Department of Health and Senior Services.

June 20, 2018
MO 580-103 (09-05)

Lee Ann Elder
Registrar of Vital Records

PURCHASE AND SALE AGREEMENT

SELLER:

Mary Jane Riggan
8526 NE 110th St.
Pittsburg, KS 66762
(620) 249-8599 Mary's Cellular

BUYER:

Matthew & Heather Hornbacher
629 Fillmore St.
American Falls, ID 83211
(208) 221-4635 Matthew's Cellular

This Purchase and Sale Agreement ("Agreement") is entered into between Seller and Buyer effective July 6, 2021. Seller and Buyer agree as follows:

1. **SALE OF PROPERTY.** Seller agrees to sell, and Buyer agrees to purchase, upon the terms and conditions set forth herein, all of Seller's right, title and interest in the following described property (collectively, the "Property"):

- 1.1 Real Property. The parcel of real property located at 2844 Mayer Road, American Falls, Power County, Idaho, Tax Parcel No. RPD1327-07, described by the legal description in ***Appendix A*** hereto (the "Real Property").
- 1.2 Water Rights. Water Right No. 29-13939, as described by the Idaho Water Resources Report in ***Appendix B*** hereto (the "Water Right").
- 1.3 Items Included & Excluded in this Sale. This Property consists of land with several outbuildings. Any and all existing buildings, fixtures and fittings that are attached to the Property are included in the Purchase Price and shall be transferred free of liens.

2. **PURCHASE PRICE.** The total purchase price to be paid by Buyer to Seller for the Property is \$160,000.00. The purchase price shall be paid as follows:

2.1 Paid at Closing. \$155,000.00 shall be paid by Buyer at Closing and \$5,000.00 in Earnest Money which shall be applied to the purchase price from escrow at Closing.

3. **INSPECTION, LEAD PAINT and MOLD DISCLOSURES.**

3.1 Inspection. Buyer chooses not to conduct an inspection and waives the right to do so. Property is sold as is with no warranty for any particular use.

 (Buyer's initials)

3.2 Lead Paint Disclosure. Not Applicable.

3.3 Mold Disclaimer. Not Applicable.

4. **TITLE.** Seller will convey to Buyer title to all Property lien-free. Title to the Real Property will be conveyed by warranty deed.
5. **TITLE INSURANCE.** Buyer and Seller will equally share the cost for Title Insurance. Seller will, in any case, deliver title to the Property lien-free.
6. **TAXES AND ASSESSMENTS.** Taxes that are already assessed shall be pro-rated against the Seller and shall be deducted from the Purchase Price. After Closing, all payment of taxes and assessments accrued against the Property prior to Closing and taxes and assessments after Closing will be the sole responsibility of Buyer.
7. **BUYER'S CONTINGENCIES.** Closing of this Agreement is contingent upon satisfaction of the following conditions unless waived by Buyer:

7.1 Buyer's approval of Seller's title to the Property.

If the foregoing condition is not satisfied at (or if applicable, prior to) Closing, Buyer may terminate this Agreement by delivering written notice thereof to Seller.

8. **SELLER'S CONTINGENCIES.** The closing of this Agreement is contingent upon satisfaction of the following conditions unless waived by Seller:

8.1 Buyer timely performing all of their obligations under this Agreement.

If the foregoing condition is not satisfied at (or if applicable, prior to) Closing, Seller may terminate this Agreement by delivering written notice thereof to Buyer.

9. **CLOSING.** Closing shall occur at _____, or at another agreed location, and at such time as the parties may mutually agree, no later than July 30, 2021.

9.1 Escrow Account. \$5,000.00 shall be deposited into the escrow account by the Buyer within ten (10) days of execution of this Agreement. The title company may require a separate escrow agreement and shall deliver instructions to each party within a reasonable time.

9.2 Closing Costs. Buyer and Seller shall bear all Closing Costs equally.

9.3 Buyer's and Seller's Documents. Buyer shall provide an Affidavit of Heirship for the purpose of securing valid title insurance. Seller shall provide a valid Warranty Deed to transfer the property.

9.4 Funds for Purchase. Buyer shall furnish at Closing the \$155,000.00 for the closing of the transaction.

9.5 Default. Default by either party, resulting in the return of documents and funds by the Closing agent, shall not affect the obligations of the parties, and the non-defaulting party may pursue all remedies which it is entitled to under Idaho law.

9.6 Title Insurance. The Buyer and Seller shall equally bear the cost of Title Insurance.

10. POSSESSION. Possession shall be delivered to Buyer immediately upon Closing. Seller shall bear the risk of loss or damage to the Property until Closing, at which time the risk of loss or damage shall transfer to Buyer.

11. SELLER'S REPRESENTATIONS. Seller makes the following representations:

11.1 Seller has not received or relied on any statement or representation of Buyer that is not stated herein.

11.2 Seller holds good and marketable title to the Property in fee simple absolute. To the best of Seller's knowledge there are no actual or threatened liens, mortgages, taxes, assessments, lawsuits, administrative proceedings, or other encumbrances against the Property other than those disclosed to Buyer.

11.3 Seller is the lawful owner of the Property and has full power and authority to sell and transfer the Property to Buyer.

11.4 This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms.

11.5 No labor has been performed on the Property or materials supplied to Property for which the cost has not been or will not be fully paid on or prior to Closing.

11.6 Seller will cooperate with Buyer before, during and after closing to effectuate the transactions contemplated in this Agreement.

11.7 All information contained in this Agreement or any other instrument delivered by or on behalf of Seller in conjunction with this Agreement is true and accurate in all material respects. Seller has not omitted any fact or condition necessary to make such information not misleading.

11.8 No real estate agent represents Seller in connection with this transaction, and there are no brokerage commissions or fees payable in connection with the sale of the Property.

12. BUYER'S REPRESENTATIONS. Buyer makes the following representations:

12.1 Buyer has not received or relied on any statement or representation from the Seller which are not herein expressed.

12.2 Buyer has entered into this Agreement relying solely on information and knowledge obtained from its own investigation of the Property.

- 12.3 This Agreement was prepared by Buyer's attorney, and Seller has obtained independent legal counsel for advice on legal and tax matters concerning this Agreement or waived the right to do so. Any dispute concerning the interpretation of this Agreement shall not be strictly construed against Buyer on the basis that Buyer's attorney drafted the Agreement
- 12.4 Buyer will cooperate with Seller before, during and after closing to effectuate the transactions contemplated in this Agreement.
- 12.5 No real estate agent represents Buyer in connection with this transaction, and there are no brokerage commissions or fees payable in connection with the sale of the Property.

13. DEFAULT.

- 13.1 Buyer Default. If Buyer defaults, Seller's sole remedy is to cancel this Agreement.
- 13.2 Seller Default. If Seller defaults, Buyer's sole remedy is to cancel this Agreement.

14. MISCELLANEOUS.

- 14.1 Notices. All notices and communications between the parties for the purpose of complying with or enforcing the terms of this Agreement shall be in writing and delivered to the other party either personally, by email, or by certified mail, return receipt requested, at the addresses set forth above, provided that a party may by written notice designate a different address for receipt of notices under this Agreement. Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed upon attempted delivery by the post office.
- 14.2 Time of the Essence. Time is of the essence of this Agreement.
- 14.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous oral or written agreements between them concerning the subject matters of this Agreement.
- 14.4 Amendment. Any changes to this Agreement must be made in writing and signed by both parties.
- 14.5 Binding Effect. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties.
- 14.6 Assignment. Neither party may assign this Agreement without first obtaining the written consent of the other party.

- 14.7 No Merger. The obligation of the parties set forth in this Agreement shall survive any termination of this Agreement or Closing and shall not merge into any deed delivered and accepted upon Closing of the transaction contemplated herein.
- 14.8 Dispute Resolution. This Agreement is to be governed by the laws of the State of Idaho, and any dispute between the parties related to this Agreement shall be decided by the courts of the State of Idaho. Venue shall be in Power County, Idaho.
- 14.9 Attorney Fees. If either party is required to retain the services of an attorney in order to enforce the terms of this Agreement, the prevailing party in any litigation arising therefrom shall be entitled to recover its reasonable attorney fees and costs.
- 14.10 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. A faxed copy of a party's signature shall have the same effect as an original signature.

BUYER:

Matthew Hornbacher

Matthew Hornbacher

6-21-21

Date

Heather Hornbacher

Heather Hornbacher

6-21-21

Date

STATE OF IDAHO)

) ss.

COUNTY OF POWER)

On this day personally appeared before me MATTHEW HORNbacher and HEATHER HORNbacher, Husband and Wife, to me known to be the individuals described herein and who executed the within and foregoing instrument and acknowledged that each signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 21st day of June, 2021.



Al

NOTARY PUBLIC in and for the State of Idaho
Residing in American Falls, Idaho.
My Commission Expires: June 23, 2021

SELLER:

Mary Jane Riffin 7/6/2021
Mary Jane Riffin, Date

STATE OF KANSAS)
COUNTY OF Crawford) ss.

On this day personally appeared before me MARY JANE RIGGIN, to me known to be the individual described herein and who executed the within and foregoing instrument and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 6th day of July, 2021.

Jessica Vinardi
NOTARY PUBLIC in and for the State of Kansas
Residing in: AmmaKS
My Commission Expires: May 13, 2024



APPENDIX A

Assessor's Parcel No.:

RPD1327-07

Legal Description:

A parcel in S½ Section 8 and N½ Section 17, T8S, R31 EBM as follows:

Commencing at a point which bears S 71° 55' 10" E, 2515.22 feet from the NW corner of said Section 17 and N 52° 09' 31" E, 3022.50 feet from the W¼ corner of said Section 17, said point being monumented with a ½" rebar and a plastic cap stamped PLS 843,

Thence, N 05° 00' 21" W, 837.01 feet to a ½" rebar and plastic cap stamped PLS 843;

Thence, E 464.17 feet to a ½" rebar and plastic cap stamped PLS 843, the TRUE POINT OF BEGINNING;

Thence, E 497.96 feet to a ½" rebar and plastic cap stamped PLS 843;

Thence, S 04° 14' 39" W, 850.14 feet to a ½" rebar and plastic cap stamped PLS 843;

Thence, S 85° 57' 11" W, 436.13 feet to a ½" rebar and plastic cap stamped PLS 843;

Thence, NORTH, 878.59 feet to the TRUE POINT OF BEGINNING, said parcel containing 9.23 acres more or less.



IDAHO DEPARTMENT OF
WATER RESOURCES

Eastern Region • 900 N Skyline Drive, Suite A • Idaho Falls, ID 83402-1718

Phone: 208-525-7161 • Fax: 208-525-7177 • Email: easterninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

March 05, 2025

MATTHEW HORNBACHER
HEATHER HORNBACHER
3075 HORNBACHER RD
AMERICAN FLS ID 83211-5506

HORNBACHER FARMS LLC
3075 HORNBACHER RD
AMERICAN FLS ID 83211-5506

Re: Change in Ownership for Water Right No(s): 29-13939

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 497-3787.

Sincerely,

Jonie Bailly
Technical Records Specialist 1

Enclosure(s)

cc: WATER DISTRICT 120
ABERDEEN AMERICAN FALLS GROUND WATER DISTRICT