

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
22-18529 OK	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

DEAN AND RUTH PERRY
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

THE PERRY HOMESTEAD, LLC
Name of each new owner as listed on the conveyance document

New owner continued Name connector ☐ and ☐ or ☐ and/or

3875 S 4500 E

Mailing address

IDAHO FALLS

City

208-522-3225

Telephone

IDAHO

State

83406

ZIP

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: 2-8-2013

6. 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.

7. Signature:

Signature of new owner/claimant

MEANER
Title, if applicable

2-25-13
Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by

Date

2/27/2013

Receipt No.

E038440

Receipt Amt.

\$25.-

Approved by

Processed by

Date

3/12/2013

Quit Claim Deed

Dorothy Perry Kennedy, a married woman as her sole and separate property, Grantor, hereby QUIT-CLAIMS to **The Perry Homestead, LLC**, an Idaho Limited Liability Company, Grantee, for the sum of TEN DOLLARS (\$10.00) and other valuable consideration the following described tract of land in Madison County, State of Idaho, subject to the encumbrances owed and reservations noted thereon, to-wit:

Part of the SW $\frac{1}{4}$ of Section 15, Township 5 North, Range 39 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S00°08'52"W 429.00 feet along the Section line, from the West $\frac{1}{4}$ corner of said Section 15, and running thence S89° 55'24"E 577.50 feet; thence S00°08'52"W 132.31 feet; thence S89°53'35"E 2057.05 feet along the Southerly boundary of property described in a Warranty Deed recorded as Instrument Number 335156 to a recovered Iron Rod coincident with the East line of the SW $\frac{1}{4}$ of said Section 15; thence S00°07'54"W 755.79 feet along said East line to the South line of the North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 15; thence N89°53'35"E 1900.57 feet along said South line to the Northerly Bank of the Liberty Park Canal; thence along said Northerly Bank the following sixteen (16) courses; (1) N34°10'06"E 30.74 feet; (2) N31°19'07"E 29.07 feet; (3) N2°31'35"E 31.31 feet; (4) N22°18'21"W 24.36 feet; (5) N28°30'03"W 128.35 feet; (6) N18°06'11"W 67.57 feet; (7) N22°25'11"W 22.33 feet; (8) N39°29'38"W 34.42 feet; (9) N52°46'45"W 64.34 feet; (10) N57°14'33"W 46.85 feet; (11) N53°31'15"W 195.75 feet; (12) N50°42'51"W 128.32 feet; (13) N53°39'31"W 72.07 feet; (14) N60°08'42"W 54.31 feet; (15) N60°30'07"W 97.52 feet; (16) N58°20'19"W 125.32 feet to the West line of said Section 15; thence N00°08'52"E 115.41 feet along said Section line to the point of Beginning.

Subject, however, to all reservations, restrictions, exceptions, easements and rights-of-way of record or in use, and the general taxes and assessments.

WITNESS my hand this 24 day of January, 2017^{3, ex}.

Dorothy Perry Kennedy
Grantor: Dorothy Perry Kennedy

STATE OF Idaho

COUNTY OF Bonneville

On the 24 day of January, 2013, personally appeared before me Dorothy Perry Kennedy, the signer(s) of the within instrument, who duly acknowledged to me that he/she/they executed the same.

Robert Crandall
Notary Public

Instrument # 380417

REXBURG, MADISON, IDAHO

2-8-2013 10:50:42 No. of Pages: 1

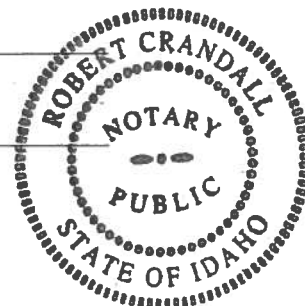
Recorded for : FAMILY ASSET PROTECTION

KIM H. MUIR Fee: 10.00

Ex-Officio Recorder Deputy mc

Idaho Falls
Residing at:

1-18-2017
My Commission expires:



RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:

First American Title Company
535 First American Circle
Rexburg, ID 83440

Microfile No. **379570**
28 DAY Dec 2012
At 03 O'Clock 49 PM
KIM H. MUIR
MADISON CO RECORDER
Fee \$19.00
NChandler Deputy
Recorded at Request of
FIRST AMERICAN TITLE - REXBURG

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **446841-RX (ns)**

Date: **December 26, 2012**

For Value Received, **Dorothy P. Kennedy, Stephen Perry, and Betty Jo Sharp have been appointed General Co-Personal Representatives of the estate of Dean J. Perry, deceased,** hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **Dorothy Perry Kennedy, a married woman as her sole and separate property,** hereinafter called the Grantee, whose current address is **3875 S. 45 E., Idaho Falls, ID 83406,** the following described premises, situated in **Madison County, Idaho,** to-wit:

Part of the SW 1/4 of Section 15, Township 5 North, Range 39 East, B.M., Madison County, Idaho described as:

Beginning at a point that is S00°08'52"W 429.00 feet along the Section line, from the West 1/4 corner of said Section 15, and running thence S89°55'24"E 577.50 feet; thence S00°08'52"W 132.31 feet; thence S89°53'35"E 2057.05 feet along the Southerly boundary of property described in a Warranty Deed recorded as Instrument Number 335156 to a recovered Iron Rod coincident with the East line of the SW 1/4 of said Section 15; thence S00°07'54"W 755.79 feet along said East line to the South line of the North 1/2 of the SW 1/4 of said Section 15; thence N89°53'35"W 1900.57 feet along said South line to the Northerly Bank of the Liberty Park Canal; thence along said Northerly Bank the following sixteen (16) courses; (1) N34°10'06"E 30.74 feet; (2) N31°19'07"E 29.07 feet; (3) N2°31'35"E 31.31 feet; (4) N22°18'21"W 24.36 feet; (5) N28°30'03"W 128.35 feet; (6) N18°06'11"W 67.57 feet; (7) N22°25'11"W 22.33 feet; (8) N39°29'38"W 34.42 feet; (9) N52°46'45"W 64.34 feet; (10) N57°14'33"W 46.85 feet; (11) N53°31'15"W 195.75 feet; (12) N50°42'51"W 128.32 feet; (13) N53°39'31"W 72.07 feet; (14) N60°08'42"W 54.31 feet; (15) N60°30'07"W 97.52 feet; (16) N58°20'19"W 125.32 feet to the West line of said Section 15; thence N00°08'52"E 115.41 feet along said Section line to the 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.

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
535 First American Circle
Rexburg, ID 83440

RECORDED ELECTRONICALLY
379570 County Madison
12-28-12 Time 3:49
file www.simplifile.com 800.460.5657

Space Above This Line for Recorder's Use Only

WARRANTY DEED

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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.

Date: 12/26/2012

Warranty Deed
- continued

File No.: 446841-RX (ns)

The Estate of Dean J. Perry, deceased

By: Dorothy P. Kennedy, General Co-Personal Representative
Dorothy P. Kennedy, General Co-Personal Representative

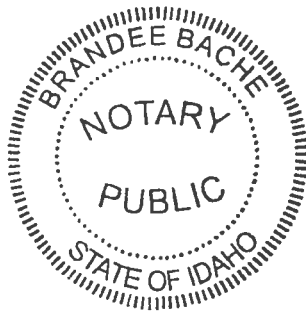
STATE OF

Idaho)

COUNTY OF

Bonneville)
SS.

On this 28 day of December, 2012, before me, a Notary Public in and for said State, personally appeared **Dorothy P. Kennedy**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Personal Representative of the Estate of **Dean J. Perry**, and acknowledged to me that she executed the same as such Personal Representative.



Brandee Bach
Notary Public of Idaho
Residing at: Idaho Falls
Commission Expires: 8-17-17

Date: 12/26/2012

Warranty Deed
- continued

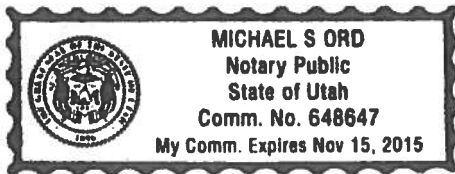
File No.: 446841-RX (ns)

The Estate of Dean J. Perry, deceased

By: Stephen Perry
Stephen Perry, General Co-Personal Representative

STATE OF UTAH)
SS.
COUNTY OF SALT LAKE)

On this 27 day of **December, 2012**, before me, a Notary Public in and for said State, personally appeared **Stephen Perry**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Personal Representative of the Estate of **Dean J. Perry**, and acknowledged to me that he executed the same as such Personal Representative.



[Signature]
Notary Public of UTAH
Residing at: SALT LAKE
Commission Expires: 15 NOVEMBER 2015

File No.: 446841-RX (ns)

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