

RECEIVED

SEP 20 2012

Department of Water Resources
Eastern RegionSTATE 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?
21-2118 <i>OK</i>	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Hess Farms, Inc.
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Ray C. Hess
Name of each new owner as listed on the conveyance document
Marcia V. Hess
New owner continued Name connector ☐ and ☐ or ☐ and/or
3431 East 1200 North
Mailing address
Ashton ID 83420
City State ZIP
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: May 9, 2012
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: *Ray C. Hess* Owner 5-15-2012
Signature of new owner/claimant Title, if applicable Date
- Signature: *Marcia V. Hess* Owner 5-15-2012
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by *[Signature]* Date 9/21/2012 Receipt No. E038048 Receipt Amt. \$25.-
 Approved by *[Signature]* Processed by *[Signature]* Date 9/21/2012

AT 135040
Alliance Title & Escrow
PO Box 732
Rexburg, ID 83440

WARRANTY DEED

Instrument No. 538698
23 Day May 2012
At 03 O'Clock 03 M
ABBIE MACE
FREMONT CO RECORDER
Fee \$16.00
JF Deputy
Recorded at Request of
Alliance Title - Rexburg Office

FOR VALUE RECEIVED, Hess Farms, Inc., an Idaho corporation, does hereby grant, bargain, sell and convey unto Ray C. Hess and Marcia V. Hess, husband and wife, the Grantee, whose current address is 3431 East 1200 North, Ashton, Idaho 83420, its interest in the following described real property:

PARCEL A:

Southeast Quarter Southwest Quarter lying West of the highway right of way of Section 35, Township 9 North, Range 42 East, Boise Meridian, Fremont County, Idaho.

Less: Commencing at a point 390 feet East of the Southwest corner of the Southeast Quarter Southwest Quarter of Section 35, Township 9 North, Range 42 East, Boise Meridian, and running thence North 152 feet; thence East 190 feet to the West right of way line of U.S. Highway 191; thence in a Southwesterly direction 168 feet; and thence West 61 feet to the point of beginning.

PARCEL B:

Commencing at a point 390 feet East of the Southwest corner of the Southeast Quarter Southwest Quarter of Section 35, Township 9 North, Range 42 East, Boise Meridian, Fremont County, Idaho, and running thence North 152 feet; thence East 190 feet to the West right of way line of U.S. Highway 191; thence in a Southwesterly direction 168 feet; and thence West 61 feet to the point of beginning.

Together with appurtenances including License #21-2118 of the Idaho Department of Water Resources.

Subject to accruing property taxes and assessments for 2012 and easements and rights of way which are apparent or of record.

To have and to hold the said premises with its appurtenances to the said Grantee, their heirs and assigns forever. And the Grantor does hereby covenant to and with the Grantee that Grantor is the owner in fee of said premises, that said premises are free from all encumbrances and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED this 9th day of May, 2012.

Hess Farms, Inc.

By: John R. Hess
John R. Hess
President

Attest:

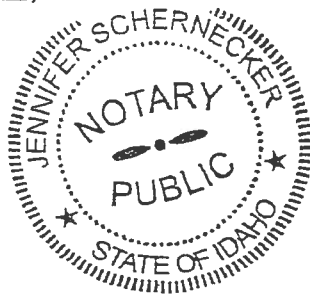
Doug Hess
Doug Hess
Secretary

STATE OF IDAHO)
County of Madison) ss.

On this 9 day of May, in the year of 2012, before me the undersigned notary public in and for said state, personally appeared John R. Hess, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as President of Hess Farms, Inc.

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

(SEAL)

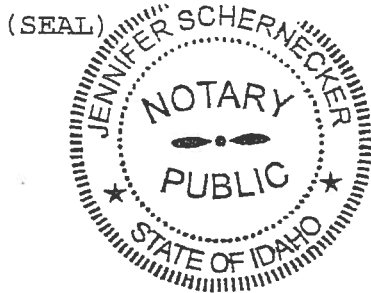


J. Scherneck
Notary Public
Residing at _____
My Commission expires Residing in Rigby, Idaho
Commission Expires 07-15-2015

STATE OF IDAHO)
) ss.
County of Madison)

On this 9th day of May, in the year of 2012, before me the undersigned notary public in and for said state, personally appeared Doug Hess, known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as Secretary of Hess Farms, Inc.

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





Notary Public
Residing at _____
My Commission expires _____

Residing in Rigby, Idaho
Commission Expires 07-15-2015