

RECEIVED

JAN 03 2011

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPARTMENT 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?
36-8605	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Devere Hope and Shelly Hope

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): James Earl Jackson

Name of each new owner as listed on the conveyance document

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

491 East 250 South

Mailing address

Jerome

ID

83338

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: 12-17-10

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):
 - o \$25 per *undivided* water right.
 - o \$100 per *split* water right.
 - o No fee is required for pending adjudication claims.

7. Signature: [Signature]
Signature of new owner/claimant

Title, if applicable

Date 12-15-10

Signature: _____
Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by SRF

Date 1/3/2011

Receipt No. 0092276

Receipt Amt. \$25-

Approved by _____

Processed by SRF

Date 1-4-11

#J-39784

WARRANTY DEED

Instrument # 2105456

JEROME COUNTY, JEROME, IDAHO

12-17-2010

04:15:12 No. of Pages: 3

Recorded for : LAND TITLE AND ESCROW

MICHELLE EMERSON

Fee: 16.00

Ex-Officio Recorder Deputy

J. Wilson

For Value Received

Devere Hope, an unmarried man and Shelly Hope, an unmarried woman

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

James Earl Jackson, an unmarried man

Address: 491 East 250 South, Jerome, ID 83338

Hereinafter called the Grantee, the following described premises situated in Jerome County, Idaho, to-wit:

PARCEL NO. 1

**TOWNSHIP 8 SOUTH, RANGE 17, EAST OF THE BOISE MERIDIAN,
JEROME COUNTY, IDAHO**

Section 35: That part of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, described as follows:

Commencing at the East quarter corner of said Section 35, then North 89°41'30" West along the North boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, 335.18 feet to THE TRUE POINT OF BEGINNING;
Thence South 0°05'05" West, 325.02 feet to the North boundary of a piece of property described as being the South 30 acres of the NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 89°43'48" West along the North boundary of said 30 acres of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, 308.25 feet;
Thence North 0°05'05" East, 325.23 feet, more or less, to a point on the North boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence South 89°41'30" East along the North boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, 308.25 feet to THE TRUE POINT OF BEGINNING.

PARCEL NO. 2

An easement for road and utilities as disclosed in Quitclaim Deed dated October 13, 1992, and recorded October 13, 1992 as Instrument Number 923550, Jerome County records, 50.00 feet wide, described as follows:

Beginning at the East quarter corner of said Section 35, which point shall be known as THE TRUE POINT OF BEGINNING;
Thence North 89°41'30" West along the North boundary of said NE $\frac{1}{4}$ SE $\frac{1}{4}$, 335.18 feet to the Northeast corner of the above described property;
Thence South 0°05'05" West along the East boundary of the above described property, 50.00 feet;
Thence South 89°41'30" East, 335.18 feet, more or less, to a point on the East boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$;
Thence North 0°05'05" East along the East boundary of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, 50.00 feet to THE TRUE POINT OF BEGINNING.

SUBJECT TO:

All reservations in patents or deeds in the chain of title.

Taxes for 2010 are an lien, the first one-half of which is not delinquent until after December 20 of the current year.

Taxes subsequent to the year 2010, a lien, but not yet due and payable.

Assessments of the North Side Canal Company and the rights and powers of said Company as by law provided.

Right of way for roads, canals, laterals and waste ditches as contained in an Agreement by and between the State of Idaho, and the Twin Falls North Side Land and Water Company, dated August 21, 1907, recorded in Book 15 Page 589, Jerome County records.

Power Line Easement given by A. F. Morris and Florence Morris, husband and wife, to Idaho Power Company, a corporation, dated April 20, 1940, recorded September 6, 1940 in Book 120 Page 201 as Instrument Number 77875, Jerome County records, affecting a portion of the E $\frac{1}{2}$ SE $\frac{1}{4}$ and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35, Township 8 South, Range 17, East Boise Meridian.

Terms and conditions of an Agreement for Abandonment of, Granting of Easement and Construction of Irrigation Pipeline by and between Joe Frazier and Janette Frazier, husband and wife; Virgil W. Birdzell and Vivian S. Birdzell, husband and wife; Julian T. Ricketts and Josephine Ricketts, husband and wife; Kevin Gellings and Donna Gellings, husband and wife; Sam Schuyler and Jesse Schuyler, husband and wife; and Richard Gregory and Patty Gregory, husband and wife; recorded October 15, 1981 as Instrument Number 260789, Jerome County records, affecting property located in Section 35 and 36, Township 8 South, Range 17, East Boise Meridian.

Restrictions contained in Warranty Deed given by Richard S. Gregory and Patty L. Gregory, husband and wife, to Lyle R. Adams and Linda N. Adams, husband and wife, dated June 1, 1986, recorded June 9, 1986 as Instrument Number 298706, Jerome County records, wherein there will be no mobile homes on the North 9.83 acres of the NE $\frac{1}{4}$ SE $\frac{1}{4}$, and no further subdividing will be done on the property conveyed herein.

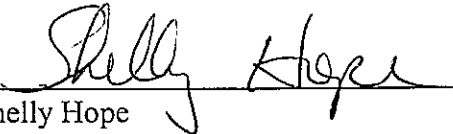
An easement for road and utilities as disclosed in Quitclaim Deed dated October 13, 1992, and recorded October 13, 1992 as Instrument Number 923550, Jerome County records, over the North 30.0 feet of the above described property.

Declaration of Covenants, Conditions and Restrictions dated June 29, 1995, and recorded July 25, 1995 as Instrument Number 952961, Jerome County records.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: December 15, 2010

Devere Hope

Shelly Hope

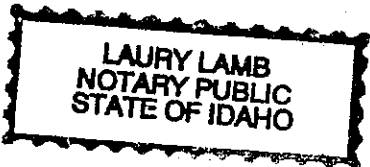
STATE OF)
) ss.
COUNTY OF)

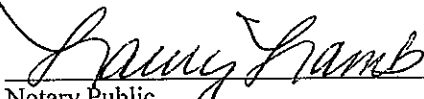
On this _____ day of December, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Devere Hope, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public
Residing at: _____
My Commission expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF JEROME)

On this 15 day of December, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Shelly Hope, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.




Notary Public
Residing at: Jerome
My Commission expires: 4/2/2016

Declaration of Covenants, Conditions and Restrictions dated June 29, 1995, and recorded July 25, 1995 as Instrument Number 952961, Jerome County records.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: December 15, 2010

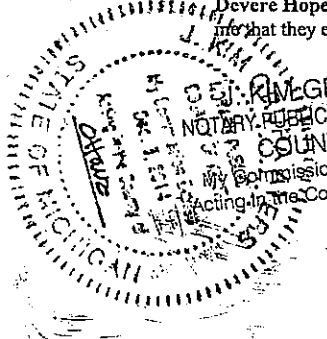
Devere Hope

Devere Hope

Shelly Hope

STATE OF Michigan)
COUNTY OF Kent) ss.

On this 16th day of December, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Devere Hope, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

J. KIM GRUPA AYERS
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KENT
My Commission expires Dec. 9, 2014
Acting in the County of Ottawa

J. Kim Grupa Ayers
Notary Public
Residing at: _____
My Commission expires: _____

STATE OF IDAHO)
COUNTY OF JEROME) ss.

On this _____ day of December, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Shelly Hope, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public
Residing at: _____
My Commission expires: _____

71-29968

JEROME COUNTY, JEROME, IDAHO

1991-02-12

Recorded for: (LAND TITLE & IS FROM
CHERYL - 10/1/88)

CHERYL WATTS
6001 1/2 S. 10th St.
Tulsa, Oklahoma 74106

24 Office Records Group

Robert

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Jerome County records, affecting a portion of the NE 1/4 and the NW 1/4 of Section 35, Township 8 South, Range 17, East Boise Meridian.

Terms and Conditions of an Agreement for Abandonment of Granting of easement and right of way for Pipeline by and between Joe Frazier and Janette Frazier, husband and wife, Virgil W. Birtzoff, husband and wife, Julian F. Rickels and Josephine Rickels, husband and wife, Kenneth L. and Cheryl Gellings, husband and wife, Sam Schuyler and Jesse Schuyler, husband and wife, and Lyle R. and Linda N. Gregory, husband and wife, recorded October 15, 1981 as Instrument Number 298789, Jerome County records, affecting property located in Section 35 and 36, Township 8 South, Range 17, East Boise Meridian.

Restrictions contained in Warranty Deed given by Richard S. Gregory and Patty L. Gregory, husband and wife, to Lyle R. Adams and Linda N. Adams, husband and wife, dated June 1, 1986, recorded June 9, 1986 as Instrument Number 298706, Jerome County records, wherein there will be no mobile homes on the North 9.91 acres of the NE 1/4 SE 1/4, and no further subdividing will be done on the property covered herein.

An easement for road and utilities as disclosed in Quitclaim Deed dated October 13, 1992, and recorded October 13, 1992 as Instrument Number 923550, Jerome County records, over the North 30.0 feet of the above described property.

Declaration of Covenants, Conditions and Restrictions dated June 29, 1995, and recorded July 25, 1995 as Instrument Number 952961, Jerome County records.

TOGETHER WITH all water and water rights, ditches and ditch rights used thereon or appurtenant thereto including but not limited to 3.45 shares of capital stock in North Side Canal Company, Ltd.

TO HAVE AND TO HOLD, the said premises, with their appurtenances unto the said Grantee and to the successors, heirs and assigns of the Grantee forever. The Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises, that they are free from all incumbrances except as above described and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: February 23, 2001

George L. Olsen
GEORGE L. OLSEN, Co-Trustee

Betty M. Olsen
BETTY M. OLSEN, Co-Trustee

STATE OF KANSAS

COUNTY OF Sedgewick

On this 26 day of FEBRUARY, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGE L. OLSEN and BETTY M. OLSEN, known or identified by me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as such Trustees.

Debra J. Blissett
Notary Public
Residing at 1414 West 2nd Street
My Commission expires 3/31/2003



STATES SUB.

NESE

FILE # 16-A

