

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 09 2020

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. 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 #6](#) of the instructions.

| Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? | Water Right/Claim No. | Split?                       | Leased to Water Supply Bank? |
|-----------------------|------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 85-4010               | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Charles E Berry and Lona Berry  
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): George M Bain and Carrie L Bain  
New owner(s) as listed on the conveyance document

|                 |                     |                |                                                                                                     |       |       |
|-----------------|---------------------|----------------|-----------------------------------------------------------------------------------------------------|-------|-------|
| Po Box 22       | Kamiah              | Name connector | <input checked="" type="checkbox"/> and <input type="checkbox"/> or <input type="checkbox"/> and/or | ID    | 83536 |
| Mailing address | City                |                |                                                                                                     | State | ZIP   |
| 208 702-2231    | gbain1252@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: October 24, 2019

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

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:  Title, if applicable \_\_\_\_\_ Date 7.5.2020
- Signature:  Title, if applicable \_\_\_\_\_ Date 7/5/20

**For IDWR Office Use Only:**

Received by Ku Date 7-9-2020 Receipt No. C109013 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 \_\_\_\_\_ Processed by \_\_\_\_\_ Date \_\_\_\_\_

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(Space Above For Recorder's Use)**WARRANTY DEED**

For value received, LONA BERRY, an unmarried person, ("Grantor"), does hereby grant, bargain, sell and convey to GEORGE M. BAIN and CARRIE L. BAIN, husband and wife, ("Grantees"), whose mailing address is: PO Box 22 Kamiah, ID 83536, and Grantees' heirs, successors and assigns forever, the following described real property situated in Idaho County, State of Idaho, (hereafter the "subject premises"):

Township 33 North, Range 3 East, Boise Meridian, Idaho County, Idaho,  
Section 13:

A parcel of land which is situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  and in Government Lots 15 and 16 of Section 13, said Township and Range, which is more particularly described as follows:

Commencing at the South 1/4 of Section 13;

thence N 04°02'56" W, 1,375.85 feet to C-C-S 1/16 corner, a 5/8 inch IR with plastic cap marked PELS thence N 00°21'51" W, on 1/16 line 143.23 feet to a 5/8 x 30 inch IR with plastic cap marked PLS 5165, which is on South property line of Assessor's Tax No. 87 a fence line;

thence N 89°47'39" W, on fence line 472.23 feet to a 5/8 x 30 inch IR with plastic cap marked PLS 5165, which is at fence corner and is The True Point of Beginning;

thence N 01°41'06" E, on fence line 572.00 feet to a 5/8 x 30 inch IR with plastic cap marked PLS 5165, which is at fence corner;

thence S 89°43'59" E, on fence line 779.04 feet to a 5/8 x 30 inch IR with plastic cap marked PLS 5165, which is on westerly 30 foot Right of Way line of County Road;

thence continuing S 89°43'59" E, 145.46 feet to centerline of Clearwater Short Line Rail Road;

thence continuing S 89°43'59" E, 26.60 feet to high water line on the westerly bank of the Clearwater River;

thence S 26°45'02" W, on said high water line 113.60 feet;

thence S 17°07'35" W, on said high water line 95.19 feet;

thence S 21°19'14" E, on said high water line 111.21 feet;

thence S 04°11'14" E, on said high water line 167.69 feet;

thence S 03°08'04" E, on said high water line 107.65 feet;

thence N 89°47'39" W, leaving said high water line 151.26 feet to centerline of Clearwater Short Line Rail Road;

thence continuing N 89°47'39" W, 90.00 feet to a 5/8 x 30 inch IR which is on westerly Right of Way line of access road;  
thence continuing N 89°47'39" W, 706.04 feet to The True Point of Beginning.  
Sometimes known as Assessor's Tax No. 87.

LESS: A 40 foot wide Road Right of Way described as follows:  
Beginning at the point where the South line of the above described meets the westerly Right of Way line of the Camas Prairie Railroad;  
thence running northerly along the westerly Right of Way line of Camas Prairie Railroad on a curve to the right having a radius of 1196.00 feet for a distance of 425.00 feet to the Point of Terminus, said easement being 40.00 feet wide West of and parallel to said Railroad Right of Way.

LESS: County Road Right of Way.

LESS: Railroad Right of Way.

SUBJECT TO taxes and assessments for the current year, and all subsequent years, together with any and all existing easements, rights-of-way, reservations, covenants, restrictions and encumbrances of record, and the following matters:

1. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason of any Indian treaty or aboriginal rights, or by reason of any portion of the subject premises being situated within the reputed reservation of the Nez Perce Tribe of Indians.
2. Right of Way Easement, including the terms and provisions thereof, by and between WILLIAM RUBLE and L.J. RUBLE, his wife, and THE WASHINGTON WATER POWER COMPANY, a corporation, recorded April 29, 1949, under Instrument No. 162836, Book 81 page 581, records of Idaho County, Idaho.
3. Terms and Provisions in Boundary and Water Right Agreement, by and between DONALD E. GEORGE and PATRICIA I. GEORDE, husband and wife, parties of the first part, and CHARLES W. RUBLE, parties of the second part, recorded May 8, 1979 under Instrument No. 278829; a) Modification of Water Right and Boundary Agreement, recorded May 8, 1979, under Instrument No. 278830, all records of Idaho County, Idaho.
4. Easement, including the terms and provisions thereof, by and between WARREN L. GRIGG and MARY E. GRIGG, husband and wife, Grantor, and PACIFIC NORTHWEST BELL TELEPHONE COMPANY, a Washington corporation, Grantee, recorded September 10, 1982, under Instrument No. 299893, records of Idaho County, Idaho.
5. Any adverse claims based on the assertion that the location of the Clearwater River has moved subsequent to its adoption as a title boundary.

6. Any adverse claim based on the assertion that some portion of said land is now or at any time has been within the boundaries of the Clearwater River, or by reason of the fact or claim that any portion thereof has been rendered unnavigable by artificial means, or has accreted to such portions so created.

7. Any claim arising from the difference in mean high water line of the Clearwater River and the meander line as shown by Government Survey or the State of Idaho.

8. Matters as shown on Survey No. S-733, recorded February 14, 1992, under Instrument No. 362242; Survey No. S-1417, recorded December 4, 1997, under Instrument No. 397151; and Survey No. S-2945, recorded June 7, 2010, under Instrument No. 472584, all records of Idaho County, Idaho.

TOGETHER WITH any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights in anywise appertaining to the real property herein described.

The Grantor covenants to the Grantees that Grantor is the owner of the subject premises in fee simple; that the subject premises is free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

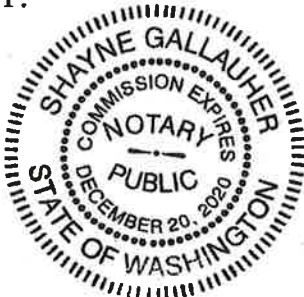
Except as otherwise expressly provided in this instrument, Grantor hereby declares pursuant to Title 5, Chapter 2 of the Idaho Code, that in the event Grantor shall have permitted or suffered at any time prior to the making of this instrument, any person or entity to possess, use or occupy the subject premises, or any portion thereof, for any purpose, with or without the knowledge of Grantor, it was not the intent of Grantor, by permitting or suffering such possession, use or occupation, to thereby define property boundaries or ownership thereof.

DATED this 24<sup>th</sup> day of October, 2019.

Lona Berry  
LONA BERRY

State of Washington  
County of Clallam : ss.

This record was acknowledged before me on October 24, 2019, by LONA BERRY.



Shayne Gallauer  
Signature of notary public  
My commission expires: 12/20/20

State of Idaho  
Department of Water Resources

**Water Right**  
**85-4010**

DOMESTIC

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.

03E



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

0 0.035 0.07 0.14 Miles



278829

INDEXED

TRACTED

FILED

BOUNDARY AND WATER RIGHT AGREEMENT

THIS AGREEMENT, made and entered into this 7th day  
of May, 1966, by and between DONALD E. GEORGE  
and PATRICIA I. GEORGE, husband and wife, parties of the first part,  
and Charles W. Ruble and -----,  
husband and wife, parties of the second part,

WITNESSETH:

WHEREAS, the first parties own land situate in Idaho  
County, State of Idaho, and more particularly described as follows,  
to-wit:

Lots 1, 2, 3, 4 and 5 Riverview Orchards Sub-  
division, part of Section 13, T. 33 N., R. 3 E.  
B. M., Idaho County, Idaho,

on which there is a spring that is located as follows:

A parcel of land in Lot 3, Riverview Orchards  
Subdivision, part of Section 13, T. 33 N., R. 3  
E. B. M., Idaho County, Idaho, and more particu-  
larly described as follows:

5-9-79  
Recorders Note  
Appears to be  
Block (5)  
By C.H.

Beginning at a point 208 feet West of the South-  
east corner of said Lot 3, thence West 50 feet,  
thence North 50 feet, thence East 50 feet, thence  
South 50 feet to the place of beginning, contain-  
ing a calculated area of 0.06 acres, more or less.

WHEREAS, second parties are owners of lands adjoining  
the lands of first parties hereinabove described, and

WHEREAS, a survey by Earl L. Erdman, L.S., Grangeville,  
Idaho, has been made of the true location of the dividing line  
between the respective tracts of land, which survey shows that the  
fence dividing said lands is located approximately 200 feet from  
the said dividing line and upon the land owned by first parties,  
and

WHEREAS, the parties have entered into an agreement where-  
by said fence is to be removed and re-erected upon the true location  
of the dividing line between the respective tracts of land, as set  
forth in said survey, and

WHEREAS, first parties intend to grant unto second

parties, the right and privilege of laying a water pipe from the spring to the lands of second parties near or adjoining the lands of first parties so that second parties may enjoy the use of such water from said spring as they may need on their property,

NOW, THEREFORE, for and in consideration of mutual covenants and conditions hereinafter set forth,

IT IS HEREBY AGREED by and between the parties hereto that first parties will remove said fence and re-erect it upon the true dividing line between the respective tracts of land as established by said survey.

In consideration therefor, first parties do hereby grant, bargain and sell unto second parties, his heirs and assigns, an easement and right, use and privilege to draw and use from said spring, for the purposes aforesaid, all water that they may need on their property as aforesaid, with the right to them, their heirs and assigns of ingress and egress over and on the lands of first parties for the purpose of keeping in repair, the pipe as aforesaid.

IT IS FURTHER COVENANTED AND AGREED by and between the parties hereto by these presents that the said Second parties shall have the common right to the use of the water of the above named spring for domestic and husbandry purposes forever.

IT IS FURTHER COVENANTED AND AGREED by and between the parties hereto by these presents that the second parties will not waste nor allow any other person to commit a waste of the said

~~water of the said spring.~~

IN WITNESS WHEREOF, the said parties have herunto caused these presents to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 1966.

  
\_\_\_\_\_  
Part \_\_\_\_\_ the first part

STATE OF IDAHO

County of Blaine

} ss.

On this 7<sup>th</sup> day of May, 1966, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald E. Hays and Patricia Hays husband and wife, and known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that 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.

Paul H. Hays  
Notary Public in and for the State of  
Idaho, residing at Blaine  
therein.



Filed and recorded at the request of Marion L. Gage  
at 245 o'clock P. M. this 8 day of May 1966  
BOB J. WAITE  
Es-Office Auditor and Recorder  
Blaine County, Idaho  
By Bob J. Waite Deputy  
Fee \$ 4.00

m/vt 3-136039  
Kernick, 10-10  
1967

THIS AGREEMENT, made this 22nd day of October, 1969, between DONALD E. GEORGE and PATRICIA I. GEORGE, husband and wife, of Kamiah, Idaho, parties of the first part, and CHARLES W. RUBLE, successors in interest, MARION P. McCLELLAND and RUTH B. McCLELLAND, husband and wife, of Kamiah, Idaho, parties of the second part,

## WITNESSETH

WHEREAS, by agreement dated May 7, 1966, Donald E. George and Patricia I. George, Husband and Wife, as first parties, and Charles W. Ruble, as second party, the parties agreed to the location of the true boundary line between the tracts owned by them and further agreed that second party should have the right to use of certain water in a spring, in common with the first parties; and,

WHEREAS, the property owned by the first parties in such agreement was described as follows:

Lots 1, 3, 2, 4 and 5 Riverview Orchards Subdivision, part of Section 13, T. 33 N., R. 3 E., B.M., Idaho County, State of Idaho,

on which there is a spring that is located as follows:

A parcel of land in Lot 3, Riverview Orchards Subdivision, part of Section 13, T. 33 N., R. 3 E., B.M., Idaho County, Idaho, and more particularly described as follows:

5-9-79  
Recorders Note  
Appears to be  
Block (5)  
By C.H.

Beginning at a point 208 feet West of the South-east corner of said Lot 3, thence West 50 feet, thence North 50 feet, thence East 50 feet, thence South 50 feet to the place of beginning, containing a calculated area of 0.06 acres, more or less; and,

WHEREAS, Marion P. McClelland and Ruth B. McClelland, husband and wife, are the successors in interest in such agreement and property rights described therein, to Charles W. Ruble, the second party therein described; and,

WHEREAS, it is the desire of the parties to this modification agreement to clarify the provisions pertaining to the use of the water from such spring, so as to avoid any future misunderstanding pertaining thereto,

NOW, THEREFORE, in consideration of the foregoing premises, and in consideration of value received, and the covenants of the parties hereinafter set forth, it is mutually agreed as follows:

1. That the next to last paragraph on page two of the above mentioned agreement of May 7, 1966, be hereby modified and amended to read as follows, by striking the word "common" in the third line thereof, and inserting the word "exclusive" in its place, to-wit:

"IT IS FURTHER COVENANTED AND AGREED by and between the parties hereto by these presents that the said second parties shall have the exclusive right to the use of the water of the above named spring for domestic and husbandry purposes forever."

2. That the paragraph embodied in such agreement of May 7, 1966, immediately preceding the above quoted paragraph, be hereby

1 modified and amended to read as follows, by inserting the word  
2 "exclusive" immediately before the word "use" as it is used in  
3 line three of such paragraph the first time, and by inserting the  
word "exclusively" immediately before the word "use" as it is used  
in line three of such paragraph the second time, to-wit:

4 "In consideration therefor, first parties do hereby grant,  
5 bargain and sell unto second parties, his heirs and assigns  
6 an easement and right, exclusive use and privilege to draw  
and exclusively use from said spring, for the purposes afor  
said, all water that they may need on their property as  
7 aforesaid, with the right to them, their heirs and assigns  
of ingress and egress over and on the lands of first parties  
8 for the purpose of keeping in repair, the pipe as aforesaid.

9 3. Except as herein specifically modified, the original  
agreement of May 7, 1966, and all of the terms, provisions and  
10 conditions thereof, shall continue in full force and effect and  
shall be applicable until the said agreement should terminate. In  
11 the event of any conflict, inconsistency or incongruity between  
the provisions of such agreement and this modification thereof,  
12 the provisions of this modification shall, in all respects,  
govern and control.

13 IN WITNESS WHEREOF, the parties have hereunto set their  
14 hands on the day and year first above written.

15 Donald E. George Marion P. McClelland  
16 Donald E. George - First Party Marion P. McClelland - Second Party

17 Patricia I. George Ruth B. McClelland  
18 Patricia I. George - First Party Ruth B. McClelland - Second Party  
19 Party

20 \*\*\*\*\*

21 STATE OF IDAHO  
County of Lewis -- ss.

22 On this 24th day of October, 1969, before me, a Notary Public  
in and for such county and state, personally appeared DONALD E.  
23 GEORGE and PATRICIA I. GEORGE, husband and wife, and MARION P.  
MC CLELLAND and RUTH B. MC CLELLAND, husband and wife, of Kamiah,  
24 Idaho, known to me to be the persons whose names are subscribed  
to the within instrument, and they acknowledged to me that they  
freely executed it.

25 Lee A. Shivers  
26 (Seal)  
Notary Public for Idaho, residing at Grangeville, Idaho  
My commission expires on Oct 1, 1971

27 Prepared by: William B. Taylor, Jr.  
30 Attorney at Law  
Grangeville, and Cottonwood, Idaho.

31 Filed and recorded at the request of William B. Taylor, Jr.  
at 243 o'clock P.M. on 24th day of October 1969  
32 LEE J. WAITE Deputy  
Es-Office Auditor and Recorder  
Idaho County, Idaho Fee \$ 2.00

(10)



above written,

and my official seal is hereunto affixed.

In witness whereof, I have hereunto set my hand and

the seal of the State of Washington, this 11th day of May, 1911.

Witness my hand and the seal of the State of Washington, at the City of Olympia, this 11th day of May, 1911.

Charles H. Kibbe, Secretary of Agriculture

and a Notary Public in and for the State of Washington.

On this 11th day of May, 1911, I, the undersigned,

County of Spokane

State of Washington

Charles H. Kibbe

State of Idaho  
Department of Water Resources

**Water Right**  
**85-4010**

STOCKWATER

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.

03E



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

0 0.035 0.07 0.14 Miles





State of Idaho

DEPARTMENT OF WATER RESOURCES

322 E FRONT ST STE 648 PO BOX 83720 • BOISE, ID 83720-0098

Phone: (208)287-4800 • Fax: (208)287-6700 • Website: [www.idwr.idaho.gov](http://www.idwr.idaho.gov)

Brad Little  
Governor

Gary Spackman  
Director

July 21, 2020

CARRIE L BAIN  
GEORGE M BAIN  
PO BOX 22  
KAMIAH ID 83536-0022

Re: Change in Ownership for Water Right No(s): 85-4010

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) 287-4945.

Sincerely,

Amanda Veibell  
Technical Records Specialist 1

Enclosure(s)