

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

RECEIVED
DEC 31 2018
IDWR/NORTH

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?
85-07013	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: John C Kayler

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): James Robert Phelps

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/orMailing address 315 N Wheatland Hwy/1602City WheatlandState WYZIP 82201Telephone 303-210-5981 / 307-331-6644Email ~~BJPHE~~ bJPhe@msn.com

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: 12/28/18

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

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

8. Signature: James Robert Phelps

Signature of new owner/claimant

Title, if applicable

Date

- Signature: Brenda Lee Phelps

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by NS

Date

12-31-18

Receipt No.

N033974

Receipt Amt.

\$25⁰⁰

Approved by

Processed by

NS

Date

12-31-18

*
Kethley

QUITCLAIM DEED

THIS INDENTURE made this 6th day of February, 2014, by and between John C. Kayler, Party of the First Part, and Beverly J. Kayler, a married person, dealing with her sole and separate property, whose address is P. O. Box 157, Peck, Idaho 83545, Party of the Second Part,

WITNESSETH:

That the Party of the First Part, for and in consideration of the sum of Ten Dollars (\$10.00) to him in hand paid by the Party of the Second Part, receipt whereof is hereby acknowledged, and of other good and valuable consideration, does hereby sell, convey, remise, release and forever quitclaim unto the Party of the Second Part, her heirs and assigns forever, all the right, title, interest, claim and demand which the Party of the First Part now has or may hereafter acquire, in and to the real property situate in the County of Nez Perce, State of Idaho, to-wit:

Lots Three (3) and Four (4) and the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Three (3), Township Thirty-six (36) North, Range 1 West, Boise Meridian.

EXCEPT part of the SE $\frac{1}{4}$ of SENW $\frac{1}{4}$, Section 3, Township 36 North, Range 1 West Boise Meridian, Nez Perce County, Idaho;

Commencing at the center quarter corner of Section 3, Township 36 North, Range 1 West, Boise Meridian; thence North 832 feet and West 627 feet to the True Point of Beginning; thence South 74°30' West, 209 feet; North 15°30' West, 209 feet; North 74°30' East, 209 feet; South 15°30' East, 209 feet to the True Point of Beginning.

QUITCLAIM DEED -- 1

Creason, Moore, Dokken & Geidl, PLLC

* P.O. Drawer 835, Lewiston ID 83501

(208)743-1516; Fax(208)746-2231

via: messenger

TO HAVE AND TO HOLD the same, together with all and singular, the appurtenances and privileges thereunto belonging or in anywise appertaining, and all estate, right, title, interest and claim whatever, of the Party of the First Part thereto, either at law or in equity, to the proper use, benefit and behoof of the Party of the Second Part, her heirs and assigns forever.

IN WITNESS WHEREOF, the Party of the First Part has set his hand the day and year first above written.

JOHN C. KAYLER

By Beverly J. Kayler
Beverly J. Kayler
His Attorney in Fact

STATE OF IDAHO)
 : ss.
County of Nez Perce)

On this 6th day of February, 2014, before me the undersigned, a notary public in and for said State, personally appeared Beverly J. Kayler, known or identified to me to be the Attorney in Fact of John C. Kayler, and acknowledged to me that she subscribed the name of John C. Kayler thereto as his attorney in fact.

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



Chris J. Moore
Notary Public in and for the State of Idaho
Residing at or employed in Lewiston.
My Commission Expires: 11-17-2019

QUITCLAIM DEED -- 2

Creason, Moore, Dokken & Geidl, PLLC
P.O. Drawer 835, Lewiston ID 83501
(208)743-1516; Fax(208)746-2231

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA
Case No. 39576

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR
Water Right 85-07013

NAME AND ADDRESS: JOHN C KAYLER
PO BOX 157
PECK, ID 83545

SOURCE: CLEARWATER RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 0.80 CFS
128.30 AFY

PRIORITY DATE: 07/25/1969

POINT OF DIVERSION: T36N R01W S03 LOT 4 (NENW) Within Nez Perce County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Irrigation	03-01 TO 11-30	0.71 CFS 123.60 AFY
Aesthetic Storage	01-01 TO 12-31	4.70 AFY
Diversion to Storage	01-01 TO 12-31	0.80 CFS

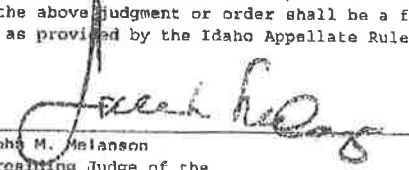
PLACE OF USE: Irrigation
T36N R01W S03 LOT 4 (NENW) 15.0 LOT 3 (SWNW) 10.3
SENW 10.0
35.3 Acres Total
Aesthetic Storage
T36N R01W S03 LOT 4 (NENW) Within Nez Perce County
Diversion to Storage
T36N R01W S03 LOT 4 (NENW) Within Nez Perce County

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

THIS PARTIAL DECREE IS SUBJECT TO SUCH GENERAL PROVISIONS
NECESSARY FOR THE DEFINITION OF THE RIGHTS OR FOR THE EFFICIENT
ADMINISTRATION OF THE WATER RIGHTS AS MAY BE ULTIMATELY
DETERMINED BY THE COURT AT A POINT IN TIME NO LATER THAN THE
ENTRY OF A FINAL UNIFIED DECREE. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.


John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

29986
Instrument # 863546

NEZ PERCE COUNTY

12-28-2018 03:01:42 PM No. of Pages: 5

Recorded for : LAND TITLE

PATTY WEEKS

Ex-Officio Recorder Deputy

Index to: WRNTY/QCD

Fee: 15.00

Up. Liberman

WARRANTY DEED

JAMES F. KAYLER and TREVA P. KAYLER, husband and wife, "Grantors," for and in consideration of \$10.00 and other good and valuable consideration, grant and convey to JAMES ROBERT PHELPS and BRENDA LEE PHELPS, husband and wife, "Grantees," the property described below, all of which is located in Nez Perce County, State of Idaho, to wit:

See Attached Exhibit "A."

SUBJECT TO:

General taxes for the current year and thereafter.

Terms and conditions as set out in Patent Deed, including any provisions and limitations thereof:

Recorded: April 15, 1927

Book 142 of Patents, Page 585, records of Nez Perce County, Idaho.

Terms and conditions as set out in Quitclaim Deed, including any provisions and limitations thereof:

Recorded: May 16, 1991

Instrument No: 550708, records of Nez Perce County, Idaho.

Terms and conditions as set out in Findings of Fact Conclusions of Law and Decision, including any provisions and limitations thereof:

Recorded: March 19, 1998

Instrument No: 629994, records of Nez Perce County, Idaho.

Terms and conditions as set out in Certificate of Lot Restriction, including any provisions and limitations thereof:

Recorded: July 22, 1998

Instrument No: 634571, records of Nez Perce County, Idaho.

Terms and conditions as set out in Certificate of Lot Restriction, including any provisions and limitations thereof:

Recorded: August 25, 1998

Instrument No: 635663, records of Nez Perce County, Idaho.

WARRANTY DEED -1-

Terms and conditions as set out in Shared Well Agreement and Reciprocal Easement, including any provisions and limitations thereof:

Recorded: December 15, 2016

Instrument No: 845265, records of Nez Perce County, Idaho.

Terms and conditions as set out in Driveway Agreement and Reciprocal Easement, including any provisions and limitations thereof:

Recorded: December 15, 2016

Instrument No: 845266, records of Nez Perce County, Idaho.

Subject to all matters disclosed by that certain survey:

Recorded: May 31, 2018

Instrument No: 858280, records of Nez Perce County, Idaho.

Encroachment of a portion of the golf course onto adjacent property.

Any past or future change or variation in the location of Clearwater River which forms a boundary of the land.

Any claim of the United States of America arising from the difference in the mean high water line of the Clearwater River and the meander line as shown by the Government Survey.

Subject to unrecorded leases.

ALSO SUBJECT TO:

Rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record.

Any encroachments or questions of location, boundary and area.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, claim or demand whatsoever of the Grantors either in law or equity of, in and to the above described and bargained premises.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantees, their heirs and assigns, forever.

AND the Grantors, for themselves, their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the Grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises conveyed as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid; and that the same are free and clear of all former or other grants, bargains, sales, liens, taxes, assessments and encumbrances of any kind whatsoever, except those stated above.

AND the Grantors shall and will warrant and forever defend the above bargained premises in the quiet and peaceable possession of the Grantees, their heirs and assigns, against all and every person or persons lawfully claiming title, or to claim the whole or any part thereof.

Clements, Brown & McNichols, P.A. prepared this Warranty Deed solely on behalf of Land Title of Nez Perce County. Grantors and Grantees acknowledge that Clements, Brown & McNichols, P.A. does not represent any party to this transaction. It is the responsibility of Grantors and Grantees to determine whether or not the terms of this Warranty Deed satisfy their individual interests and to obtain any independent legal counsel they desire.

The Grantees' address is:

JAMES ROBERT PHELPS &
BRENDA LEE PHELPS

READ AND APPROVED

Brenda Lee Phelps
James Robert Phelps

DATED this 28th day of December, 2018

315 N. Wheatland Hwy / 1602
Wheatland, WY 82201 *P.O. Box*

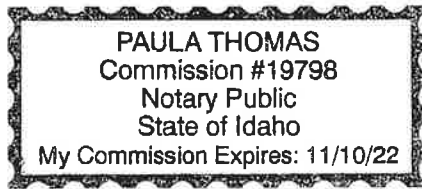
GRANTORS:

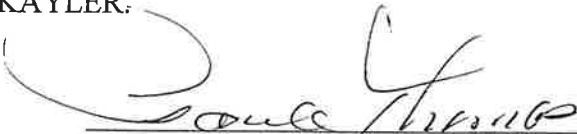
James F. Kayler
JAMES F. KAYLER

Treva P. Kayler
TREVA P. KAYLER

STATE OF I D A H O)
) ss.
County of Nez Perce)

This record was acknowledged before me on December 28, 2018, by
JAMES F. KAYLER and TREVA P. KAYLER.





Notary Public in and for the State of Idaho
My Commission Expires: 11/10/2022

Exhibit "A"

Part of the southeast one-quarter of the northwest one-quarter (SE1/4-NW1/4), Section 3, Township 36 North, Range 1 West, Boise Meridian, County of Nez Perce, State of Idaho more particularly described as follows:

Commencing at the north one quarter corner marked by a 2" dia. BIA brass capped monument; thence South $00^{\circ}29'12''$ West, along the north-south one quarter line, a distance of 1,546.90 feet to a rebar; thence South $62^{\circ}03'13''$ West, a distance of 543.58 feet to the TRUE POINT OF BEGINNING; thence South $74^{\circ}30'00''$ West, a distance of 209.00 feet; thence North $15^{\circ}30'00''$ West, a distance of 209.00 feet; thence North $74^{\circ}30'00''$ East, a distance of 209.00 feet; thence South $15^{\circ}30'00''$ East, a distance of 209.00 feet to the TRUE POINT OF BEGINNING.

29486

Instrument # 863545

NEZ PERCE COUNTY

12-28-2018 03:01:09 PM No. of Pages: 5

Recorded for : LAND TITLE

PATTY WEEKS

Fee: 15.00

Ex-Officio Recorder Deputy

Index to: WARRANTY

up. Abernethy

WARRANTY DEED

BEVERLY J. KAYLER, an unmarried person, by and through her attorney-in-fact, JAMES FRANK "JEFF" KAYLER, "Grantor," for and in consideration of \$10.00 and other good and valuable consideration, grants and conveys to JAMES ROBERT PHELPS and BRENDA LEE PHELPS, husband and wife, "Grantees," the property described below, all of which is located in Nez Perce County, State of Idaho, to wit:

See Attached Exhibit "A."

SUBJECT TO:

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Subject to all matters disclosed by that certain survey:

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Any claim of the United States of America arising from the difference in the mean high water line of the Clearwater River and the meander line as shown by the Government Survey.

Subject to unrecorded leases.

ALSO SUBJECT TO:

Rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record.

Any encroachments or questions of location, boundary and area.

TOGETHER WITH ALL AND SINGULAR the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, claim or demand whatsoever of the Grantor either in law or equity of, in and to the above described and bargained premises.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantees, their heirs and assigns, forever.

AND the Grantor, for herself and her successors and assigns, does covenant, grant, bargain and agree to and with the Grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents she is well seized of the premises conveyed as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form aforesaid; and that the same are free and clear of all former or other grants, bargains, sales, liens, taxes, assessments and encumbrances of any kind whatsoever, except those stated above.

AND the Grantor shall and will warrant and forever defend the above bargained premises in the quiet and peaceable possession of the Grantees, their heirs and assigns, against all and every person or persons lawfully claiming title, or to claim the whole or any part thereof.

Clements, Brown & McNichols, P.A. prepared this Warranty Deed solely on behalf of Land Title of Nez Perce County. Grantor and Grantees acknowledge that Clements, Brown & McNichols, P.A. does not represent any party to this transaction. It is the responsibility of Grantor and Grantees to determine whether or not the terms of this Warranty Deed satisfy their individual interests and to obtain any independent legal counsel they desire.

The Grantees' address is:

JAMES ROBERT PHELPS &
BRENDA LEE PHELPS

315 N. Wheatland Hwy / 1602 ^{P.O. Box}

Wheatland WY 82201

READ AND APPROVED

James Robert Phelps
Brenda Lee Phelps

DATED this 28th day of December, 2018

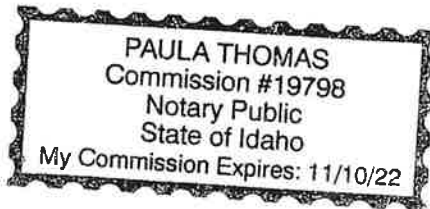
GRANTOR:

Beverly J. Kayler
BEVERLY J. KAYLER

James Frank Jeff Kayler A.I.F.
By: JAMES FRANK "JEFF" KAYLER,
Attorney-in-Fact

STATE OF IDAHO)
) ss.
County of Nez Perce)

This record was acknowledged before me on December 28, 2018, by JAMES FRANK "JEFF" KAYLER, as attorney-in-fact for BEVERLY J. KAYLER.



Paula Thomas
Notary Public in and for the State of Idaho
My Commission Expires: 11/10/2022

Exhibit "A"

The southeast one-quarter of the northwest one-quarter (SE1/4-NW1/4) and part of Government Lots 3 and 4, Section 3, Township 36 North, Range 1 West, Boise Meridian, County of Nez Perce, State of Idaho more particularly described as follows:

Commencing at the north one quarter corner marked by a 2" dia. BIA brass capped monument; thence South 00°29'12" West, along the north-south one-quarter line, a distance of 729.81 feet to the southerly right of way line of Highway "12" marked by a rebar being the TRUE POINT OF BEGINNING; thence South 00°29'12" West, along said north-south one quarter line, a distance of 1,946.88 feet to the south line of the southeast one-quarter of the northwest one-quarter, marked by a rebar; thence North 88°34'54" West, a distance of 1854.41 feet to a rebar; thence North 88°50'54" West, a distance of 152.13 feet to the southeasterly right of way line of Highway "12", marked by a rebar; thence North 09°25'36" East, along said southeasterly right of way line, a distance of 36.79 feet to a rebar at the point of curve to the right having a radius of 3,337.30 feet and a central angle of 15°38'00"; thence Northerly, along said southeasterly right of way line, along the arc, a distance of 910.59 feet to a rebar being a point of compound curve to the right having a radius of 1,399.60 feet and a central angle of 24°00'00"; thence Northeasterly, along said southeasterly right of way line, along the arc, a distance of 586.26 feet to a rebar at point of compound curve to the right having a radius of 1,877.00 feet and a central angle of 25°30'00"; thence Northeasterly, along said southeasterly right of way line, along the arc, a distance of 835.38 feet to an ITD brass capped concrete monument; thence North 74°33'36" East, along said southeasterly right of way line, a distance of 399.00 feet to a rebar at the point of curve to the right having a radius of 922.00 feet and a central angle of 17°41'56"; thence Easterly, along said southeasterly right of way line, along the arc, a distance of 284.81 feet to the TRUE POINT OF BEGINNING.

Excepting a parcel of land in the southeast one-quarter of the northwest one-quarter (SE1/4-NW1/4), Section 3, Township 36 North, Range 1 West, Boise Meridian, County of Nez Perce, State of Idaho more particularly described as follows:

Commencing at the north one quarter corner marked by a 2" dia. BIA brass capped monument; thence South 00°29'12" West, along the north-south one-quarter line, a distance of 1,546.90 feet to a rebar; thence South 62°03'13" West, a distance of 543.58 feet to the TRUE POINT OF BEGINNING; thence South 74°30'00" West, a distance of 209.00 feet; thence North 15°30'00" West, a distance of 209.00 feet; thence North 74°30'00" East, a distance of 209.00 feet; thence South 15°30'00" East, a distance of 209.00 feet to the TRUE POINT OF BEGINNING.

AND

All that part of Government Lots 3 & 4 lying northwesterly of the northwesterly right of way line of Highway "12" and southeasterly of the ordinary high water line of the Clearwater River.



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815-7763
Phone: (208) 762-2800 • Fax: (208) 762-2819 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

December 31, 2018

JAMES ROBERT PHELPS
BRENDA LEE PHELPS
315 N WHEATLAND HWY
PO BOX 1602
WHEATHLAND WY 82201

Re: Change of Ownership for Water Right/Permit No(s): 85-7013

Dear Water Right Holder(s):

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

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited 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 § 42-222 and §42-223, Idaho Code.

Also note that as of July 1, 1996, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within 120 days of the change. Water right forms are available from any office of the Department, or at www.idwr.idaho.gov.

If you have any questions concerning the enclosed information, please feel free to contact me at (208) 762-2800.

Sincerely,


Natalie Steading
Technical Records Specialist I

Enclosure(s)