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STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCESDEPARTMENT OF  
WATER RESOURCES

## Notice of Change in Water Right Ownership

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. 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? |
|-----------------------------|-----------------------------------------|------------------------------|-----------------------|------------------------------|------------------------------|
| 97-7541 <i>to</i> 97-4011   | Yes <input checked="" type="checkbox"/> | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> | Yes <input type="checkbox"/> |
| 97-7544 <i>stat</i> 97-4012 | Yes <input checked="" 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: Deloris A. Flesher  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Kalispel Tribe of Indians  
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- PO Box 39 Usk WA 99180  
Mailing address City State ZIP  
(509) 447-1147 n/a  
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: September 24, 2010
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.

SUPPORT DATA

IN FILE #

97-4011

8. Signature: Glen Nenema Glen Nenema, Kalispel Tribe Chair 4-21-16  
Signature of new owner/claimant Title, if applicable Date
- Signature: \_\_\_\_\_  
Signature of new owner/claimant Title, if applicable Date

## For IDWR Office Use Only:

Received by Φ Date 5/2/16 Receipt No. N031874 Receipt Amt. 200.00  
 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 gmk Date 3-15-17

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Instrument # 799459  
BONNER COUNTY, SANDPOINT, IDAHO  
5-30-2010 11:05:16 No. of Pages: 2  
Recorded for: STI  
MARIE SCOTT Fee: 13.00  
Ex-Officio Recorder Deputy *MS*  
WARRANTY DEED



Sandpoint Title Insurance, Inc.

After recording mail to: Grantee

# WARRANTY DEED

Easow No.: 57497-VV

## FOR VALUE RECEIVED

Deloris A. Fleisher, an Unmarried Woman

the grantor, do(es) hereby grant, bargain, sell and convey unto

Kalispel Tribe of Indians,

whose current address is

P.O. Box 39  
Uk, WA 99180

the grantee, the following described premises, in Bonner County, Idaho, TO WIT:

## SEE EXHIBIT "A" ATTACHED HERETO FOR COMPLETE LEGAL DESCRIPTION.

Upon the determination by the Bonneville Power Administration (BPA) that this real property is not being managed for wildlife, as described in the February 2000 Northern Idaho Wildlife Agreement with the Kalispel Indian Community of the Kalispel Reservation on file with the BPA Manager, Real Property Services, and recorded in Bonner County May 26, 2000 as Instrument No. 564516, then this property shall vest in the United States of America and its assigns in fee simple absolute. BFA TRACT NO. (ALFD-WL-46)

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that he/she the owner in fee simple of said premises; that they are free from all encumbrances Except Current Year Taxes, conditions, covenants, restrictions, reservations, easements, rights and rights of way, apparent or of record.

And that (s)he will warrant and defend the same from all lawful claims whatsoever.

Dated: 5/24/2010

*Deloris A. Fleisher*  
Deloris A. Fleisher

STATE OF IDAHO }  
COUNTY OF Bonner } ss.

On this 24 day of May, 2010, before me, a Notary Public in and for said state, personally appeared Deloris A. Fleisher known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that she executed the same.

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

Residing at: SANDPOINT, IDAHO  
Commission Expires: 4/16/16



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Escrow No. 57497-VVW

EXHIBIT "A"

In the State of Idaho, County of Bonner:

PARCEL 1:

A Tract of land located in Section 20, Township 59 North, Range 5 West, B.M., Bonner County, Idaho, being more particularly described as follows:

The Southeast Quarter of the Southeast Quarter LESS the Southeast Quarter of the Southeast Quarter of the Southeast Quarter.

The East Half of the Southeast Quarter of the Southwest Quarter of the Southeast Quarter.

The Northeast Quarter of the Southwest Quarter of the Southeast Quarter.

The Northeast Quarter of the Southeast Quarter LESS the following described parcel of land: Beginning at a point on the westerly boundary line of said Northeast Quarter of the Southeast Quarter (said point bears N0°46'40"E, 303.02' from the Southwest Corner of said Northeast Quarter of the Southeast Quarter); thence N45°00'00"E, 94.57'; thence N13°00'00"E, 542.08'; thence N0°46'40"E, 167.82'; more or less, to the centerline of Blone Creek; thence Northwesterly, along the centerline of said Blone Creek, 483'; more or less, to its intersection with said Westerly boundary line of the Northeast Quarter of the Southeast Quarter (said point bears N0°46'40"E, 912.34' from the point of beginning; thence S0°46'40"W, 912.34' to the point of beginning.

The Southeast Quarter of the Northwest Quarter of the Southeast Quarter LESS the following described parcel of land: Beginning at the Southwesterly corner of the Easterly 430.00' of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter; thence S89°59'34"E, along the Northerly boundary line of said Southeast Quarter of the Northwest Quarter of the Southeast Quarter, 430.00'; more or less, to the Northeast corner of said Southeast Quarter of the Northwest Quarter of the Southeast Quarter; thence S0°46'40"W, along the Easterly boundary line of said Southeast Quarter of the Northwest Quarter of the Southeast Quarter, 354.17'; thence N50°12'18"W, 553.39 feet to the point of beginning.

The South Half of the South Half of the Southeast Quarter of the Northeast Quarter.

Beginning at the S-S-N 1/256 of said Section 20 and Section 21 (said point bears N1°01'32"E, 328.62 feet from the East Quarter corner of said Section 20); thence S89°57'38"W, along the north boundary line of the South Half of the South Half of the Southeast Quarter of the Northeast Quarter, 1174.10' to a monument marked USDA-FS STA ID 0146 AP3 PLS 4343 1992; thence N0°45'53"E, 268.01' to a monument marked USDA-FS STA ID 0146 AP2 PLS 4343 1992; thence N89°57'59"E, 1175.32 to its intersection with the East line of said Section 20 and a monument marked USDA-FS STA ID 0146 AP1 PLS 4343 1992; thence S°01'32"W, along said East line of Section 20, 267.91' to the point of beginning.

PARCEL 2:

The Northwest quarter of the Southwest quarter of the Northwest quarter and the South half of the South half of the Northwest quarter, all in Section 21, Township 59 North, Range 5 West, Boise Meridian, Bonner County, Idaho.

FILED AT THE REQUEST OF:  
Sandpoint Title Insurance, Inc.  
120 S. Second Avenue  
Sandpoint, ID 83864  
208-263-2222  
Order No. 48968-LW

SANDPOINT TITLE INSURANCE  
FILED BY

2001 MAY -2 A 11: 22

NA SCOTT  
BONNER COUNTY RECORDER

LA DEPUTY

728002

48968 NA

TRUSTEE'S SPECIAL DEED

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IDWR / NORTH

THE GRANTOR, ANTHONY E. GRABICKI, Trustee of the Bankrupt Estate of Gladys Marie Jayo, Debtor, United States Bankruptcy Court for the District of Idaho, Case No. 06-20051, pursuant to an Order of said Bankruptcy Court authorizing the sale of the premises, grants, bargains, sells and conveys to the Kalispel Tribe of Indians, hereinafter referred to as Grantee, whose current address is P.O. Box 39, Usk, Washington 99180, the following described real estate situated in Bonner County, Idaho:

See attached Exhibit "A".

Upon the determination by the Bonneville Power Administration (BPA) that this real property is not being managed for wildlife, as described in the February, 1999 Northern Idaho Wildlife Agreement with the Kalispel Indian Community of the Kalispel Reservation on file with the BPA Manager, Real Property Services, then this property shall vest in BPA in fee simple absolute.

The Grantor, for himself and his successors and assigns, does by these presents expressly limit the covenants of this deed to those therein expressed, and exclude all covenants arising or to arise by statutory or other implication, and does hereby covenant that against all persons whomsoever lawfully claiming or to claim by, through or under said Grantor, and not otherwise, he will forever warrant and defend the described real estate. Warranties, if any, herein given are given in the representative capacity of the Grantor, as Trustee for the Bankrupt Estate of Gladys Marie Jayo, and not in his individual capacity. Warranties, if any contained herein, and any recourse arising against the Grantor is expressly limited to, and will not exceed, the amount of title insurance coverage available to the Grantee provided by title insurance policy issued by Sandpoint Title Insurance, Inc. under Commitment No. 48968-LW dated October 30, 2006.

IN WITNESS WHEREOF, the said Trustee has caused this instrument to be executed  
this 2<sup>nd</sup> day of May, 2007.

GRANTOR-TRUSTEE

By *Anthony E. Grabicki*  
ANTHONY E. GRABICKI  
Trustee of the Bankrupt Estate of  
Gladys Marie Jayo

STATE OF WASHINGTON )  
: ss.  
County of Spokane )

On this day personally appeared before me ANTHONY E. GRABICKI, Trustee for the Bankrupt Estate of Gladys Marie Jayo, to me known to be the individual who executed the within and foregoing instrument as Trustee, and not in his individual capacity, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

DATED this 30<sup>th</sup> day of April, 2007.



*Brenda K Gulliford*  
NOTARY PUBLIC in and for the State  
of Washington, Residing at Spokane  
My Commission Expires: 5/17/2010

**PARCEL 1**

The East 250 feet of that portion of the Northeast quarter of Section 21, Township 59 North, Range 5 West, Boise Meridian, Bonner County, Idaho lying North of the existing County Road.

Less the county road right of way therein.

**PARCEL 2**

The Northeast quarter; the North half of the Southeast quarter and the North half of the Southwest quarter of Section 21, in Township 59 North, Range 5 West, Boise Meridian, Bonner County, Idaho.

Less the county road right of way therein;

EXCEPTING THEREFROM the East 250 feet of the that portion of the Northeast quarter of Section 21, Township 59 North, Range 5 West, Boise Meridian, Bonner County, Idaho lying North of the existing County Road.

**PARCEL 3**

The East half of the Southeast quarter of the Southeast quarter and the East half of the West half of the Southeast quarter of the Southeast quarter all in Section 21, in Township 59 North, Range 5 West, Boise Meridian, Bonner County, Idaho.

**PARCEL 4**

The South half of the Northeast quarter of the Southeast quarter of the Northwest quarter; the North half of the Southeast quarter of the Southeast quarter of the Northwest quarter; the South half of the South half of the Southeast quarter of the Northwest quarter; the Northwest quarter of the Northeast quarter of the Southwest quarter; the Northwest quarter of the Northeast quarter of the Northeast quarter of the Southwest quarter; the West half of the Southwest quarter of the Northeast quarter of the Southwest quarter; the Northwest quarter of the Southwest quarter; the North half of the Southwest quarter of the Southwest quarter; the Southwest quarter of the Southwest quarter of the Southwest quarter and the Northwest quarter of the Southeast quarter of the Southwest quarter of the Southwest quarter; The Southwest quarter of the Southwest quarter of the Southwest quarter of the Northwest quarter; the Northeast quarter of the Southwest quarter of the Southwest quarter of the Northwest quarter; the Northeast quarter of the Southeast quarter of the Southwest quarter of the Southwest quarter, all in Section 22, in Township 59 North, Range 5 West, Boise Meridian, Bonner County, Idaho.

**PARCEL 5**

The Northwest quarter of the Northwest quarter of the Northwest quarter of the Northwest quarter and the Southwest quarter of the Northwest quarter of the Northwest quarter of the Northwest quarter in Section 27, in Township 59 North, Range 5 West, Boise Meridian, Bonner County, Idaho.

**PARCEL 6**

The Northeast quarter of the Northeast quarter of the Northeast quarter; the East half of the Northwest quarter of the Northeast quarter of the Northeast quarter; the Southwest quarter of the Northwest quarter of the Northeast quarter of the Northeast quarter all in Section 28, in Township 59 North, Range 5 West, Boise Meridian, Bonner County, Idaho.

**PARCEL 7**

The Southeast quarter of the Northeast quarter of the Northwest quarter of the Northwest quarter; the East half of the Southeast quarter of the Northwest quarter of the Northwest quarter; the East half of the East half of the Southwest quarter of the Northwest quarter; the Southwest quarter of the Northeast quarter of the Northwest quarter; the Northwest quarter of the Southeast quarter of the Northwest quarter; the West half of the Southwest quarter of the Southeast quarter of the Northwest quarter; the Southeast quarter of the Northeast quarter of the Northwest quarter; the Northwest quarter of the Northeast quarter of the Southeast quarter of the Northwest quarter; the Northwest quarter of the Northeast quarter; the West half of the Northeast quarter of the Northeast quarter; the West half of the West half of the Southeast quarter of the Northeast quarter.

the West half of the Northeast quarter of the Northeast quarter of the Northeast quarter, all in Section 29, Township 59 North,  
Range 5 West, Boise Meridian, Bonner County, Idaho.

**MEMORANDUM OF AGREEMENT  
BETWEEN THE KALISPEL TRIBE OF INDIANS AND DELBERT W. JEPSON  
REGARDING THE DIVISION OF WATER RIGHT 97-4012**

WHEREAS, the Kalispel Tribe of Indians (Tribe) is interested in confirming its ownership of Water Right 97-4012;

WHEREAS, this Water Right includes two beneficial uses: stockwater and irrigation;

WHEREAS, both of these uses have a diversion rate of .24 CFS, but the total diversion rate may not exceed .24 CFS;

WHEREAS, these uses overlap from June 1 to September 15, therefore requiring division of the .24 CFS;

WHEREAS, division of the .24 CFS now must be coordinated between the Kalispel Tribe, owner of lands to which the irrigation use is appurtenant, and Delbert W. Jepson (Jepson), owner of lands to which the stockwater use is appurtenant; and

WHEREAS, the Tribe and Jepson have a shared interest in avoiding any conflict in the future regarding division of the .24 CFS;

NOW, THEREFORE the Tribe and Jepson agree that Jepson's diversion rate for stockwater and any other uses shall not exceed .12 CFS from June 1 to September 15.

In consideration of the mutual covenants herein contained, the parties agree as follows:

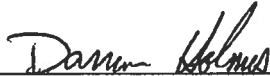
1. DURATION. The parties intend for the MOA to be perpetual, so long as the parties maintain the ownership and beneficial use of Water Right 97-4012 and own the properties appurtenant thereto.
2. DISPUTE RESOLUTION. The parties intend to resolve any disputes arising under this Agreement through direct discussions, mediations or other alternative dispute resolution methods outlined in applicable law. The parties do not agree to arbitration of any dispute arising under this Agreement.
3. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing in this Agreement, nor any action taken by the Tribe or any of its officers, agents or employees in connection with this Agreement shall be deemed to be a waiver of the sovereign immunity of the Tribe.
4. ENTIRE AGREEMENT/ MODIFICATIONS. This agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the terms of this agreement. Each party to this agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any

party, or anyone dealing on behalf of any part which is not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party, except that any other written agreement shall be valid as between the signing parties.

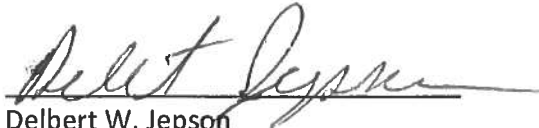
Modifications: Any modification of this agreement will be effective only if it is in writing and signed by both parties.

5. WAIVER. The failure of either party to insist on strict compliance with any terms, covenants, or conditions to this agreement by the other party shall not be deemed waiver of that term, covenant, or condition.
6. PARTIAL INVALIDITY. If any provisions in this agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
7. SEVERABILITY. The illegality or unenforceability of any word, phrase, or provision of this agreement shall not in any way affect or impair the legality or enforceability of the remaining words, phrases, or provisions of this agreement.

SIGNATORIES:



Darren Holmes, Tribal Administrator  
Kalispel Tribe of Indians  
P.O. Box 39  
Usk, WA 99180



Delbert W. Jepson  
870 Goose Creek Rd.  
Priest River, ID 83856

### ACKNOWLEDGMENT

STATE OF WASHINGTON     )  
                                          ) ss.  
County of Pend Oreille     )

On this 28<sup>th</sup> day of February, ~~2016~~ <sup>2017</sup>, before me personally appeared Darren Holmes, known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Tribal Administrator for the Kalispel Indian Community of the Kalispel Reservation, acknowledged to me that he executed the same freely and voluntarily in such capacity, and on oath stated that he was authorized to execute said instrument in such official or representative capacity.



Notary Public in and for the

State of Washington

(SEAL) Residing at USK

My commission expires Oct. 20, 2020

*Jolene R. Seymour*

### ACKNOWLEDGMENT

STATE OF Washington     )  
                                          ) ss.  
County of Pend Oreille     )

On this 21<sup>st</sup> day of February, ~~2016~~ <sup>2017</sup>, before me personally appeared Delbert Jepson, known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the landowner of 870 Goose Creek Rd., Priest River, Idaho, acknowledged to me that he executed the same freely and voluntarily in such capacity; and on oath stated that he was authorized to execute said instrument in such official or representative capacity.



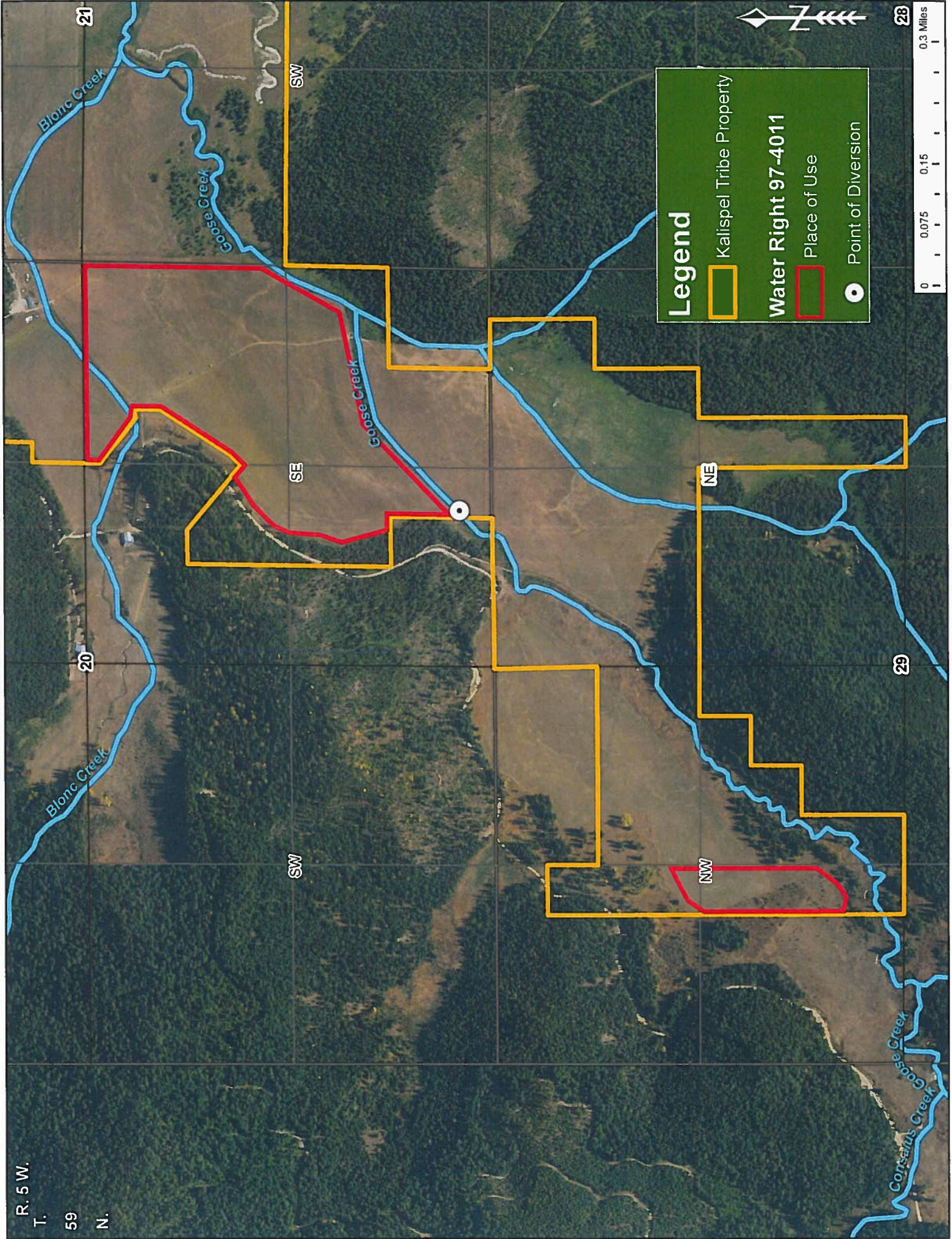
Notary Public in and for the

State of Washington

(SEAL) Residing at USK

My commission expires Oct. 20, 2020

*Jolene R. Seymour*



R. 5 W.  
T. 59 N.

**Legend**

- Kalispel Tribe Property
- Water Right 97-4011
- Place of Use
- Point of Diversion

0 0.075 0.15 0.3 Miles

R. 5 W.  
T. 59  
N.

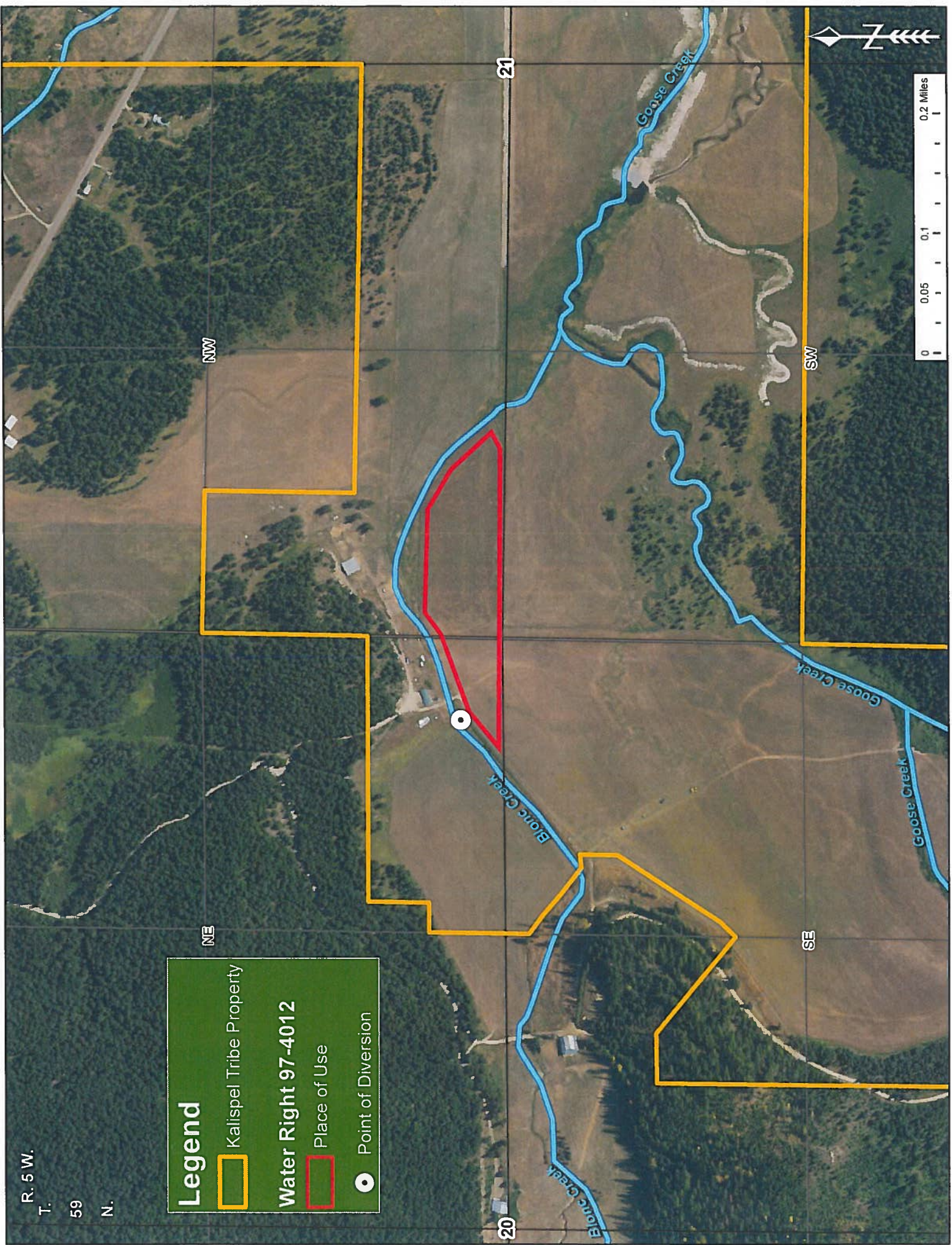
**Legend**

 Kalispel Tribe Property

**Water Right 97-4012**

 Place of Use

 Point of Diversion



Bonner County Map  
Public Map Viewer

Clear Graphics      NAIP 2015 (1 meter)      Feature Labels

