

RECEIVED RECEIVED STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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MAY 19 2014 JUN 09 2014

Notice of Change in Water Right Ownership

DEC 19 2014

WATER RESOURCES WESTERN REGION

DEPARTMENT OF
WATER RESOURCES

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?
Perm - 65-22931	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: MICHAEL KELLEY
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): GRAYCE GUILLES / EVELYN JORDAN
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or ☐ and/or

1032 VANDERDASSON RD. EMMETT ID. 83617
Mailing address City State ZIP
208-365-7420 Grayce Guiles@att.net
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: 5/9/14

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

8. Signature: Grayce Guiles
Signature of new owner/claimant

Title, if applicable Date 5/16/14

Signature: Evelyn Jordan
Signature of new owner/claimant

Title, if applicable Date 5/16/14

For IDWR Office Use Only:

Received by J. Strange Date 5-19-14
Approved by KW Processed by KW

Receipt No. W042131 Receipt Amt. 25.00
Date 4-29-2015

AFTER RECORDING MAIL TO:

Michael Kelley and Cynthia Kelley
1032 Vanderdasson Road
Emmett, ID 83617

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DEC 19 2014

DEPARTMENT OF
WATER RESOURCES

Instrument # 253515

EMMETT, GEM, IDAHO

2006-07-28 04:38:00 No. of Pages: 3

Recorded for : FIRST AMERICAN TITLE CO

SUSAN K. HOWARD

Ex-Officio Recorder Deputy

Index to: WARRANTY DEED

Judy Evans
Fee: 9.00

WARRANTY DEED

File No.: **4103-851966 (SP)**

Date: **July 26, 2006**

For Value Received, **James Stewart, an unmarried man**, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto **Michael Kelley and Cynthia Kelley, husband and wife**, hereinafter referred to as Grantee, whose current address is **1032 Vanderdasson Road, Emmett, ID 83617**, the following described premises, situated in **Gem County, Idaho**, to wit:

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

James B. Stewart
James Stewart
James Stewart

APN: RP-00325201

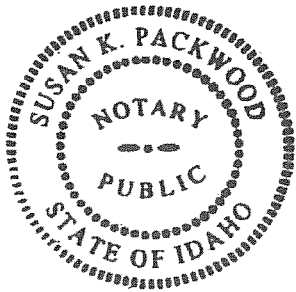
Warranty Deed
- continued

File No.: 4103-851966 (SP)
Date: 07/26/2006

STATE OF Idaho)
SS.
COUNTY OF Ada)

On this 27 day of July, 2006, before me, a Notary Public in and for said State, personally appeared **James Stewart**, 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 he/she/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.



Susan K. Packwood
Notary Public for the State of Idaho
Residing at: Eagle, ID
My Commission Expires: 9-4-2008

APN: RP-00325201

Warranty Deed
- continued

File No.: 4103-851966 (SP)
Date: 07/26/2006

EXHIBIT A

A tract of land situated in a portion of the Southeast quarter of the Northeast quarter of Section 8 and a portion of the Southwest quarter of the Northwest quarter of Section 9, Township 6 North, Range 2 West, Boise Meridian, Gem County Idaho more particularly described as follows:

Beginning at the quarter corner common to Sections 8 and 9, Township 6 North, Range 2 West, Boise Meridian, Gem County, Idaho, marked by a found 1/2" iron pin with plastic cap stamped PLS 6552; thence
South 89°46'40" East, 726.72 feet along the South line of the Southwest quarter of the Northwest quarter of said Section 9 to the centerline of the Seven Mile Slough; thence along the centerline of said Seven Mile Slough the following courses and distances:
North 69°27'03" West, 93.96 feet;
North 47°05'20" West, 215.15 feet;
North 57°00'21" West, 464.52 feet;
North 69°48'07" West, 113.24 feet;
North 83°08'32" West, 65.84 feet;
South 85°19'28" West, 526.92 feet to a set 1/2" iron pin with plastic cap stamped PLS 6552 on the centerline of Vanderdasson Road; thence leaving the centerline of Seven Mile Slough South 50°04'05" East, 675.01 feet along the centerline of Vanderdasson Road to the South line of the Southeast quarter of the Northeast quarter of said Section 8; thence South 89°46'40" East, 87.66 feet to the REAL POINT OF BEGINNING.

Except ditch and road rights of way.

APN: RP-00325201



Fidelity National Title
Insurance Company

Order No.: 1079571-am

Instrument # 296938

EMMETT, GEM, IDAHO
2014-05-08 04:57:20 PM No. of Pages: 3
Recorded for: ALLIANCE TITLE - BOISE PRODUCT
SHELLY TILTON Fee: \$16.00
Ex-Officio Recorder Deputy SStewart
Index To: WARRANTY DEED
Electronically Recorded by Simplifile

AT-217176

WARRANTY DEED

FOR VALUE RECEIVED

Michael Kelley and Cynthia Kelley, husband and wife

GRANTOR(s), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

Grayce Guiles, an unmarried woman and Evelyn Jordan, an unmarried woman

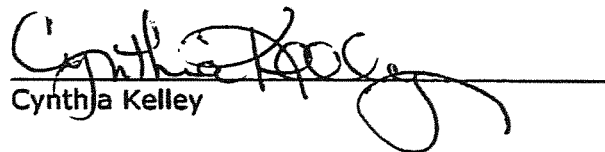
GRANTEES(s), whose current address is: **1032 Vanderdasson, Emmett, ID 83617**
the following described real property in Gem County, State of Idaho, more particularly
described as follows, to wit:

See attached exhibit "A"

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Effective this 8 day of May, 2014


Michael Kelley


Cynthia Kelley

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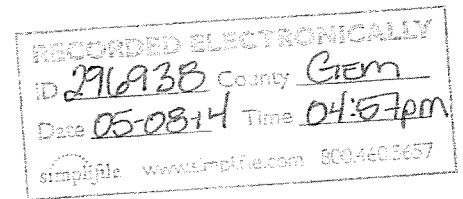
APR 20 2015

WATER RESOURCES
WESTERN REGION



Fidelity National Title
Insurance Company

Order No.: 1079571-am



AT 217176

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FOR VALUE RECEIVED

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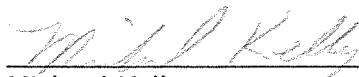
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Effective this 8 day of May, 2014



Michael Kelley



Cynthia Kelley

RECEIVED

APR 20 2015

**WATER RESOURCES
WESTERN REGION**

State of Idaho

County of Ada

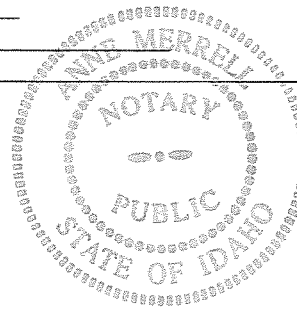
On this 8th day of May, 2014, before me the undersigned, a Notary Public in and for said state, personally appeared Michael Kelley and Cynthia Kelley known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.



Notary Public Name: _____

Residing at _____ Residing in: Boise, Idaho

My Commission Expires: _____ Commission Expires: 05/10/2018



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APR 27 2015

WATER RESOURCES
WESTERN REGION

65-22931

ALTA Owner's Policy (6-17-06)

Exhibit A

A tract of land situated in a portion of the SE ¼ of the NE ¼ of Section 8 and a portion of the SW ¼ of the NW ¼ of Section 9, Township 6 North, Range 2 West, B.M., Gem County, Idaho, more particularly described as follows:

BEGINNING at the quarter corner common to Sections 8 and 9, T. 6 N., R. 2 W., B.M., Gem County, Idaho, marked by a ½" iron pin with plastic cap stamped PLS 6552; thence

South 89°46'40" East, 726.72 feet along the South line of the SW ¼ of the NW ¼ of said Section 9 to the centerline of Seven Mile Slough; thence along the centerline of said Seven Mile Slough the following courses and distances:

North 69°27'03" West, 93.96 feet;

North 47°05'20" West, 215.15 feet;

North 57°00'21" West, 464.52 feet;

North 69°48'07" West, 113.24 feet;

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South 85°19'28" West, 526.92 feet to a set ½" iron pin with plastic cap stamped PLS 6552 on the centerline of Vanderdasson Road; thence leaving the centerline of Seven Mile Slough

South 50°04'05" East, 675.01 feet along the centerline of said Vanderdasson Road to the South line of the SE ¼ of the NE ¼ of said Section 8; thence

South 89°46'40" East, 87.66 feet to the REAL POINT OF BEGINNING.

EXCEPT ditch and road rights of way.

END OF SCHEDULE A