

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

JUL 13 2015

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?
95-9307	Yes ☐	Yes ☐		Yes ☐	Yes ☐
95-14816	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Thomas D. Hamilton
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Christopher L. Cheeley LeeAnn K. Cheeley
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 6314 E Maplewood Ave Post Falls ID 83854
Mailing address City State ZIP
- 208-661-1000 chrischeeley@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: 5/27/2015

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.

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- ☐ 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: [Signature] Title, if applicable: _____ Date: 7/9/15
Signature of new owner/claimant
- Signature: [Signature] Title, if applicable: _____ Date: 7-9-15
Signature of new owner/claimant

For IDWR Office Use Only:

Received by N/A Date N/A Receipt No. N/A Receipt Amt. N/A

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 [Signature] Processed by [Signature] Date 7/14/2015

JIM BRANNON 6 P 2499590000
KOOTENAI COUNTY RECORDER
JAJ 5/27/2015 3:06 PM
REQ OF ALLIANCE TITLE - BOISE
PRODUCTION CENTER
RECORDING FEE: \$25.00 DD
Electronically Recorded

ELECTRONICALLY RECORDED - DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT.

When recorded, return to:
Christopher L. Cheeley & LeeAnn K. Cheeley
10439 W. Shale Court
Post Falls, ID 83854

260478

SPECIAL WARRANTY DEED &

This DEED, made this 21 day of May 2015, by Bank of America, N.A., whose mailing address is c/o JPMorgan Chase Bank NA, 7301 Baymeadows Way Jacksonville, FL 32256 (the "Grantor") AND Christopher L. Cheeley and LeeAnn K. Cheeley, husband and wife, whose mailing address is 10439 W. Shale Court Post Falls, ID 83854 (the "Grantee").

WITNESSETH

That Grantor, for good and valuable consideration the receipt of which is hereby acknowledged, does hereby grant to Grantee real property situated in the County of Kootenai, Idaho which is more particularly described on Exhibit "A" attached hereto and made a part hereof; SUBJECT, HOWEVER, to all matters set forth on Exhibit "B" attached hereto and made a part hereof.

Together with and including all improvements thereon and all appurtenances and hereditaments thereunto belonging.

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby covenant that Grantor will forever warrant and defend the above described real estate against all persons whomsoever lawfully claiming or to claim by, through, or under said Grantor, but none other.

[Signatures Appear on the Following Page]

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JUL 14 2015



When recorded, return to:
Christopher L. Cheeley & LeeAnn K. Cheeley
10439 W. Shale Court
Post Falls, ID 83854

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SCANNED

JUL 14 2015

DATED this 21 day of May, 2015.

GRANTOR:

Bank of America, N.A by JPMorgan Chase
Bank, National Association as Attorney-in-Fact

By:

Name:

Title:

Shannon Flanagan
Shannon Flanagan
Vice President

MAY 21 2015

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JUL 14 2015

Notary Acknowledgment

sk

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this May 21, 2015, by Shannon Flanigan, the Vice President of JPMorgan Chase Bank, NA, as attorney in fact for Bank of America, N.A., on behalf of the national association. He/she is personally known to me.

X Jessica Salinger
Notary Public

(seal)

Printed Name: Jessica Salinger



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EXHIBIT "A"



Lot 2, Block 1, Timber River 2nd Addition, located in Section 8, Township 50 North, Range 4 West, Boise Meridian, Kootenai County, as recorded in Book "I" of Plats at Page 482, records of Kootenai County, Idaho;

Less that portion of Lot 2 described as:

Beginning at the Southwest corner of said Lot 2; thence
North 38°52'45" East, along the West line of Lot 2, a distance of 282.82 feet; thence
South 24°58'39" West, a distance of 291.35 feet to the intersection with the Southerly
line of Lot 2; thence
North 51°07'15" West, a distance of 70.00 feet to the Point of Beginning.

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EXHIBIT "B"

1. Taxes, including any assessments collected therewith, for the year 2015 which are a lien not yet due and payable.
2. General Taxes for the year 2014 a Lien, the first half is paid and the second half is now due and payable.
Parcel No.: 0824600100213
In the original amount of: \$35,781.06
Note: Payment towards the second half in the amount of \$705.80.
3. Any failure of the Kootenai County Treasurer's Office to provide information on all assessments owed.
4. Special assessments, if any, for the City of Post Falls. No delinquencies appear of record.
5. Rights of the State of Idaho in and to that portion of said premises, if any, lying in the bed or former bed of the Spokane River, if it is navigable.
6. Any question of location, boundary or area related to the Spokane River, including, but not limited to, any past or future changes in it.
7. Any prohibition or limitation on the use, occupancy, or improvements of the Land resulting from the rights of the public, appropriators, or riparian owners to use any waters, which may now cover the Land or to use any portion of the Land which is now or may formerly have been covered by water.
8. The right of use, control, or regulation by the United States of America in exercise of power over navigation.
9. Any difference in the mean high water line of the Spokane River and the meander line as shown by government survey.
10. Ditch, road and public utility easements as the same may exist over said premises.
11. Easements, reservations, notes and/or dedications as shown on the official plat of Timber River 2nd Addition
12. Easement granted to the Washington Water Power Company granting the right to back and hold water upon and flood and overflow with water said land on account of dams constructed and maintained in the Spokane River, Idaho
Recorded: January 12, 1921
Book: 73 of Deeds, Page: 180
13. An easement for the purpose shown below and rights incidental thereto as set forth in document:
Granted To: Washington Water Power Company
Purpose: Public Utilities
Recorded: January 12, 1921
Book: 73 of Deeds, Page: 180
14. An easement for the purpose shown below and rights incidental thereto as set forth in a document:
Granted To: Post Falls Highway District
Purpose: Drainage and Public Utilities
Recorded: May 27, 2003
Instrument No.: 1802886
15. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: July 15, 2004
Instrument No.: 1888440

sk

Cancellation and Revocation of Covenants which purports to revoke said CCR'S:
Recorded: September 21, 2010

Instrument No.: 2282449000

16. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: October 11, 2005

Instrument No.: 1987248

17. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a document

Purpose: Encroachment Permit No. L-95-S-4798

Recorded: May 18, 2004

Instrument No.: 1876500

18. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a document

Purpose: Encroachment Permit No. L-95-S-4798C

Recorded: February 16, 2006

Instrument No.: 2013966

19. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a document

Purpose: Encroachment Permit No. L-95-S-4798D

Recorded: October 12, 2006

Instrument No.: 2060813000

20. Terms, provisions, covenants, conditions, definitions, options, obligations and restrictions, contained in a document

Purpose: Encroachment Permit No. L-95-S-4798E

Recorded: April 9, 2007

Instrument No.: 2092755000

21. Reservation of oil, gas, and/or other minerals, and, unless specifically excluded or waived, rights of surface access for the development or extraction thereof, and all other rights, title and interests reserved and excepted in deed.

In favor of: thomas D. Hamilton and Michelle M. Hamilton

Recorded: April 27, 2006

Instrument No.: 2027711000

22. Intentionally Deleted.

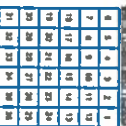
23. Intentionally Deleted.

24. The right of any interested party to sue or to petition to have set aside or modify or to contest the foreclosure sale and deed pursuant thereto or deed-in-lieu thereof, through which title to the land described herein is derived.

Note: The above exception will be omitted from any policy insuring a bona fide purchaser who acquires the estate or interest for fair market value: or bona fide encumbrancer for value.

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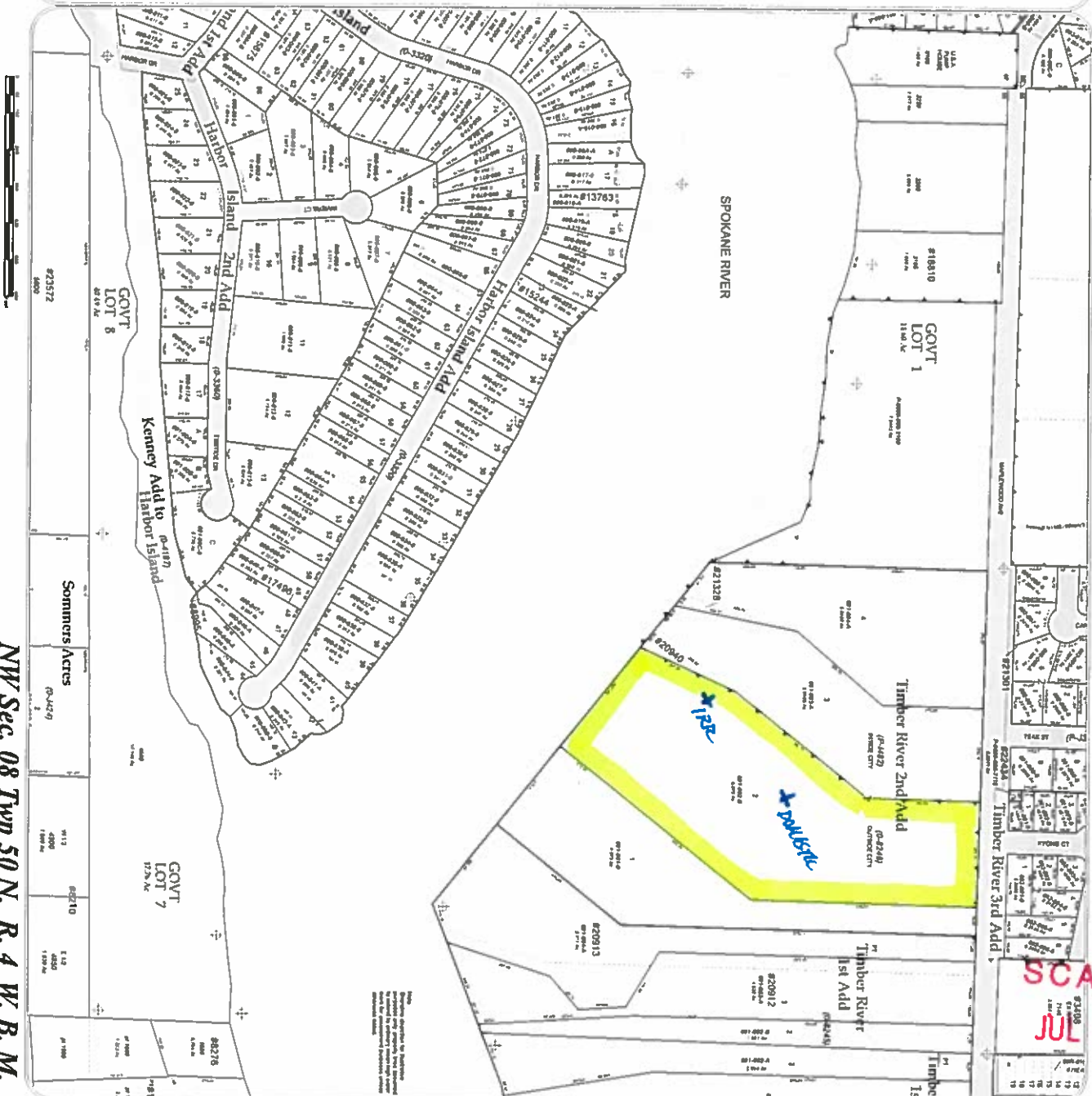
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THIS DRAWING IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE COUNTY IS NOT RESPONSIBLE FOR ANY INACCURACIES CONTAINED HEREIN.

Notes:

Printed on P-0000-000-1100 and to R/VV (10g)
03/04/15 TM
0-024-001-003-A, 004-A from P-4422 inserted into City of Port
Fees per Order 1268 (15)

[illegible]

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