

RECEIVED

DEC 06 2017

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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DEC 16 2017

IDWR / NORTH Notice of Change in Water Right Ownership

IDWR/NORTHERN

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?
95-12727	Yes ☐		Yes ☐		Yes ☐
95-15850	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Robert A Ebert (via Karen L Ebert)

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

Chad R Ebert

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

1141 S Lakeview Hts

Coew d'Alene

ID

83814

Mailing address

City

State

ZIP

208-818-6081

cda.elk@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: 8-7-2012

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:

Signature of new owner/claimant

Title, if applicable

11/21/2017

Date

Signature:

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

Approved by _____ Processed by _____ Date _____

QUITCLAIM DEED

FOR VALUE RECEIVED, Robert A. Ebert does hereby convey, release, remise and forever quit claim unto Karen L. Ebert whose current address is: 1141 S Lakeview Heights, Coeur d'Alene ID 83814 the following described premises:

File Number: 60114

That portion of the Northeast quarter of Section 1, Township 48 North, Range 5 West, B.M., Kootenai County, described as follows:

Beginning at the Northeast corner of said Section 1, thence South 02°05'05" West along the East line of said Section 1, a distance of 1338.08 feet; thence

North 88°55'49" West a distance of 660.10 feet; thence

South 02° 05' 05" West a distance of 660.10 feet; thence

North 88°55'49" West a distance of 330.05 feet; thence

South 02°05'0-5" West a distance of 645.10 feet to a point on the Northerly right of way line of the existing county road (Rockford Bay Road-Hamaker Road); thence

North 88°55'49" West along said right of way line a distance of 1006.21 feet to a point on the Easterly right of way line of U.S. Highway 95; thence

North 09°52'14" East along said right of way line a distance of 2674.13 feet to a point on the North line of said Section 1; thence

South 88°56'18" East along said North line a distance of 1634.04 feet to the point of beginning.

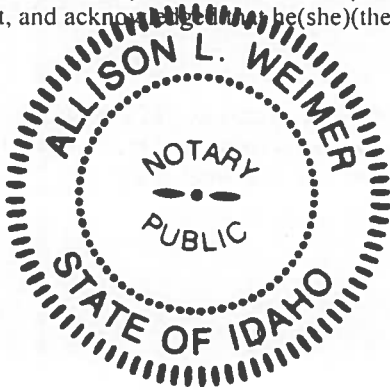
TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: 3/7/12

By: Karen L. Ehart PR
[Grantor's Name]

State of Idaho)
) S.S.
County of BOISE)

On this 7 day of MARCH, in the year 2012, before me AUSONI L. NEIMER, personally appeared KAREN EBELT, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to the within instrument, and acknowledged he(she)(they) executed the same.



Notary Public
My Commission Expires on September 7, 2014

AFTER RECORDING RETURN TO:

MARY W. CUSACK, ESQ.
CUSACK LAW FIRM, PLLC
610 WEST HUBBARD, SUITE 205
COEUR D'ALENE, ID 83814

CLIFFORD T. HAYES 2P 2350901000
KOOTENAI COUNTY RECORDER Page 1 of 2
SEH Date 03/21/2012 Time 04:02:41
REQ OF CUSACK LAW FIRM
RECORDING FEE: \$13.00

2350901000 DD

CORRECTION DEED

THIS DEED made this 21 day of March, 2012, does hereby correct the Quitclaim Deed dated March 7, 2012, which was recorded on March 8, 2012 as instrument number 2348984000 to read as follows:

PERSONAL REPRESENTATIVE'S DEED OF DISTRIBUTION

THIS DEED, made by KAREN L. EBERT, as Personal Representative of the Estate of ROBERT A. EBERT, deceased, Grantor, to KAREN L. EBERT, whose current address is 1141 South Lakeview Heights Dr., Coeur d'Alene, ID 83814, Grantee.

WHEREAS, Grantor is the qualified Personal Representative of said estate, filed as Probate Number CV 11 -7743, in Kootenai County, Idaho;

WHEREAS, ROBERT A. EBERT died intestate on September 5, 2011;

THEREFORE, Grantor does hereby remise, release and forever quitclaim unto Grantee, KAREN L. EBERT, a single person, all of the right, title and interest that the Grantor owns or may subsequently acquire by operation of law or otherwise, in the following described real property in Kootenai County, State of Idaho particularly described as follows:

That portion of the Northeast quarter of Section 1, Township 48 North, Range 5 West, B.M., Kootenai County, described as follows:

Beginning at the Northeast corner of said Section 1, thence South 02°05'05" West along the East line of said Section 1, a distance of 1338.08 feet; thence

North 88°55'49" West a distance 660.10 feet; thence

South 02°05'05" West a distance of 660.10 feet; thence

North 88°55'49" West a distance of 330.05 feet; thence

South 02°05'05" West a distance of 645.10 feet to a point on the Northerly right of way line of the existing county road (Rockford Bay Road-Hamaker Road); thence

North 88°55'49" West along said right of way line a distance of 1006.21 feet to a point

1. PERSONAL REPRESENTATIVE DEED- EBERT
ELK FARM: PARCEL #48N05W-01-1900 #13595
{RLI00091621.DOC;1/13547.000}

on the Easterly right of way line of U.S. Highway 95; thence

North 09°52'14" East along said right of way line a distance of 2674.13 feet to a point on the North line of said Section 1, thence

South 88°56'18" East along said North line a distance of 1634.04 feet to the point of beginning.

Together with an easement for ingress and egress over and across the existing road in a Southerly direction near the Section line between Section 1, Township 48 North, Range 5, W.B.M., and Section 6, Township 48 North, Range 4, W.B.M., from the County road to the above described property.

Together with appurtenances, the reversion and reversions, remainder or remainders, rents, issues, and profits thereof, to have and to hold all and singular unto Grantee's heirs and assigns forever.

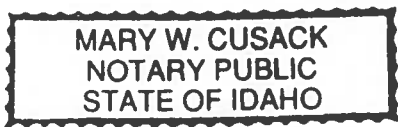
EXECUTED this 21 day of March, 2012.

Karen L. Ebert PR
KAREN L. EBERT,
Personal Representative of the Estate of
ROBERT A. EBERT

STATE OF IDAHO)
 : ss.
County of Kootenai)

On this 21st day of March, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared KAREN L. EBERT, Personal Representative of the Estate of ROBERT A. EBERT, known or identified to me to be the person whose name is 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 in this certificate first above written.



Mary W. Cusack
Notary Public in and for the
State of Idaho
Residing at: Coeur d' Alene, ID
Comm. Expires: 06/11/16

2. PERSONAL REPRESENTATIVE DEED- EBERT
ELK FARM: PARCEL #48N05W-01-1900 #13595
{RLI00091621.DOC;1/13547.000}

RECORDING FEE: \$16.00
Electronically Recorded

MD

DEED OF TRUST
(Including Acceleration Clause)

ORDER NO.: 6001-30567-CK
ESCROW OR LOAN NO.:

RECORDING REQUESTED BY:
North Idaho Title Insurance Company

THIS DEED OF TRUST, Made on August 07, 2012, **CHAD R. EBERT, A SINGLE MAN**, herein called GRANTOR,
whose address is: 940 E. Maple Ave, Coeur d'Alene, ID 83814
and **NORTH IDAHO TITLE INSURANCE COMPANY**, herein called TRUSTEE, and

KAREN L. EBERT, A WIDOW, herein called BENEFICIARY, whose address
is: 1141 S. Lakeview Ave, Coeur d'Alene, ID 83814

WITNESSETH: That Grantor does hereby irrevocably GRANT, BARGAIN, SELL AND CONVEY TO TRUSTEE IN TRUST,
WITH POWER OF SALE, that property in the County of Kootenai, State of Idaho, described as follows, either located within
an incorporated city or village at the date hereof, or containing not more than eighty acres:

Property Description:

**THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 48 NORTH, RANGE 5 WEST, BOISE
MERIDIAN, KOOTENAI COUNTY, DESCRIBED AS FOLLOWS:**

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1;

THENCE SOUTH 02° 05' 05" WEST ALONG THE EAST LINE OF SAID SECTION 1, A DISTANCE OF 1338.08 FEET;

THENCE NORTH 88° 55' 49" WEST, A DISTANCE OF 660.10 FEET;

THENCE SOUTH 02° 05' 05" WEST, A DISTANCE OF 660.10 FEET;

THENCE NORTH 88° 55' 49" WEST, A DISTANCE OF 330.05 FEET;

**THENCE SOUTH 02° 05' 05" WEST, A DISTANCE OF 645.10 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY
LINE OF THE EXISTING COUNTY ROAD (ROCKFORD BAY ROAD-HAMAKER ROAD);**

**THENCE NORTH 88° 55' 49" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1006.21 FEET TO A POINT
ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 95;**

**THENCE NORTH 09° 52' 14" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 2674.13 FEET TO A POINT
ON THE NORTH LINE OF SAID SECTION 1;**

**THENCE SOUTH 88° 56' 18" EAST ALONG SAID NORTH LINE, A DISTANCE OF 1634.04 FEET TO THE POINT OF
BEGINNING.**

**EXCEPTING THEREFROM ANY PORTION LYING WITHIN U.S. HIGHWAY NO. 95, AS CONVEYED TO THE STATE OF
IDAHO, IDAHO TRANSPORTATION DEPARTMENT.**

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and
conferred upon Beneficiary to collect and apply such rents, issued and profits, for the purpose of securing payment of the indebtedness
evidenced by a promissory note, of even dated herewith, executed by Grantor in the sum of *** Three Hundred Thousand and 00/100
Dollars ***--- (\$300,000.00), FINAL PAYMENT DUE September 13, 2042 and to secure payment of all such further sums as may
hereafter be loaned or advanced by the Beneficiary herein to the Grantor herein, or any or either of them, while record owner of present
interest, for any purpose, and of any notes, drafts or other instruments representing such further loans, advances or expenditures together
with interest on all such sums at the rate therein provided. Provided, however, that the making of such further loans, advances or
expenditures shall be optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed of Trust
that it shall stand as continuing security until paid for all such advances together with interest thereon.

If the trustors shall sell, convey or alienate said property or any part thereof or any interest therein, or shall be divested of their
title in any manner or way, whether voluntarily or involuntarily; any indebtedness or obligation secured hereby, irrespective of

the maturity date expressed in any note evidencing the same, at the option of the holder hereof and without demand or notice, shall immediately become due and payable.

To protect the security of this Deed of Trust, Grantor agrees:

By the execution of this Deed of Trust and the Note hereby secured that provisions 1 to 6 inclusive of Part A and Provision 1 to 9 inclusive of Part B of the Deed of Trust which was recorded August 18, 1993 as Instrument No. 1316809, in Official Public Records of Kootenai County, Idaho Mortgage Records shall be and they are hereby incorporated and made an integral part hereof for all purposes as though set forth herein at length.

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to the Grantor at his address hereinbefore set forth.

By: 
CHAD R. EBERT