

RECEIVED

AUG 16 2023

STATE OF IDAHO
DEPARTMENT 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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
95-11699	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: _____

Name of current water right holder/claimant

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

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or

8362 N Meyer Rd

Mailing address

Post Falls

City

ID

State

83854

Zip

208 916 7906

Telephone

frdmftr422@gmail.com

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: _____
6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
- o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
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.
- ☐ 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: David Maxwell

Signature of new owner/claimant

David Maxwell

Print name

Title, if applicable

Date

110 Aug 2023

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

Print name

Received by NIS

Date

8/16/23

Receipt No.

N043951

Receipt Amt.

\$25.00

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 NIS

Date

8/16/23

1642204

NOTARY PUBLIC KOOTENAI } ss

Michael B. McFarland

JUL 18 2 11 PM '00

DANIEL J. ENGLISH

DEPUTY

WARRANTY DEED

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, EARL H. REAMY, an unmarried man, whose address is 11570 North Idaho Road, Rathdrum, Idaho 83858, GRANTOR, does hereby grant, bargain, sell and convey unto MARK D. FRANCIS, an unmarried man, whose address is P. O. Box 2813, Hayden, Idaho 83835, GRANTEE, the following described premises in Kootenai County, Idaho, to wit:

Lot 3, Block 1, ZOAR SUBDIVISION, according to the plat recorded in the office of the County Recorder in Book "G" of plats at Page 437, records of Kootenai County, Idaho

RESERVING UNTO THE GRANTOR an undivided one-half interest in the well and pump system located in the southwest corner of said Lot 3, Block 1, and further reserving an easement across such property for water line installation and maintenance for the benefit of Lot 4, Block 1, Zoar Subdivision,

SUBJECT TO certain protective covenants, as set forth in Appendix "A", attached hereto,

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that he is the owner in fee simple of the said premises; that they are free from all encumbrances except easements and encumbrances in view and of record, and that he will warrant and defend the same from all lawful claims whatsoever.

DATED this 17th day of July, 2000


Earl H. Reamy, Grantor

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 17th day of July, 2000, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared Earl H. Reamy, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

GIVEN under my hand and official seal this 17th day of July, 2000.




Notary Public for Idaho
Residing at: Kootenai County
My Commission Expires: 5/6/2003

APPENDIX A

TO WARRANTY DEED

DECLARATION OF PROTECTIVE COVENANTS

THIS DECLARATION made and recorded this 14th day of July, 2000, as a portion of the foregoing Warranty Deed, affirms and acknowledges certain protective covenants running with the land, which were agreed upon by the Grantee herein when he purchased the said parcel from Earl H. Reamy Jr., who is the owner in fee simple of the property conveyed by said warranty deed and neighboring real property in the Zoar Subdivision, of which the Grantee's parcel is a part.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, declarants hereby individually and collectively declare that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

The following restrictions are for the purpose of insuring the use of the said property for attractive residential and agricultural purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his home, with no greater restriction on the free and undisturbed use of his site than is necessary to insure the same advantages to the other site owners.

1. NO "SINGLE-WIDE" MOBILE HOMES:

No "single-wide" mobile homes of any kind (excepting travel trailers and other such recreational vehicles intended and used primarily for recreational purposes) shall be kept or installed on the property subject to these restrictions. "Double-wide" or "triple-wide" mobile or manufactured homes are permitted, so long as installed on a permanent foundation and (if not pit set) with a porch for each exit.

2. FENCES:

Any fences must be set back no less than ten feet from the travelway of any roadway, to permit snow plowing.

3. NO DUMPING GROUNDS:

Neither declarants nor any person or persons claiming under them shall use the property described hereinabove or any portion thereof as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

4. RESTRICTION AS TO CHARACTER OF STRUCTURE USED AS DWELLING:

No trailer, tent, shack, garage, barn, or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

5. LIMITATION ON BUILDING TYPES:

No building whatever except a private dwelling house with the necessary outbuildings, including a private garage, barn, permanent storage buildings and/or silos, and such other permanent structures as may be appropriate to small-scale farming operations, shall be erected, placed, or permitted on the conveyed premises or any part thereof, and such dwelling house

permitted on the conveyed premises shall be used as a private residence only (excepting "home occupations" as defined by the appropriate zoning ordinances).

6. RESTRICTION AGAINST OFFENSIVE BUSINESS:

There shall not be erected on any part of the property subject to these restrictions any building in which shall be carried on any business offensive, noxious, or detrimental to the use of the land in the vicinity of such part for private residences, nor shall any of the premises be used for any purposes that, as a matter of common experience, tend to create a nuisance. Activities prohibited hereunder include, but are not limited to, the following: maintenance of any slaughterhouse, cannery, paper mill, tannery, rendering plant or commercial feedlot.

7. RESTRICTION AGAINST EXCAVATION:

No excavation for stone, gravel, or earth shall be made on the lands restricted by these covenants, except for walls, basements, cellars or foundations of dwellings or other permanent buildings or for purposes of landscaping and agriculture.

8. RESTRICTION AGAINST INOPERATIVE VEHICLES:

No inoperative vehicles shall be placed or kept, or permitted to be placed or kept in the open and in view of adjoining landowners and the general public for a period in excess of 6 months.

9. RESTRICTION AS TO GROUND COVER:

Declarants and persons holding under them shall, in accordance with generally accepted practices of husbandry, maintain sufficient ground cover, whether crops, pastures, lawns, or other such suitable plantings or natural foliage, so as to prevent excessive dust, erosion, and the spread of noxious weeds.

It is expressly understood and agreed that the several restrictive covenants contained

herein shall attach to and run with the land, and it shall be lawful not only for declarants, their heirs and assigns, but also for the owner or owners of any lot or lots adjoining or in the neighborhood of the premises hereby restricted, deriving title from or through declarants or from or through the original Grantor, Earl H. Reamy, Jr., which lot or lots are similarly restricted, to institute and prosecute any proceedings at law or in equity against the person or persons violating or threatening to violate the same.

Should any mortgage or deed of trust be foreclosed on the property to which this instrument refers, then the title acquired by such foreclosure, and the person or persons who thereupon and thereafter become the owner or owners of such property, shall be subject to and bound by all the restrictions enumerated herein.

Each and all of the covenants, conditions, restrictions, and agreements contained herein shall be deemed and construed to be continuing, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions, or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restrictions, and agreements; nor failure to enforce any one of such restrictions, either by forfeiture or otherwise, shall be construed as a waiver of any other restriction or condition.

It is expressly agreed that if any covenant or condition or restriction hereinabove contained, or any portion thereof, is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction.

In addition to the remedies set forth above, declarants, their heirs and assigns reserve the right to enforce any covenants, conditions, or restrictions contained herein by any other appropriate action at their option, collectively or individually.

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The covenants contained herein are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded.

If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein before the expiration of the above mentioned period, it shall be lawful for any other person or persons owning any other lots or parcels in the Idaho Road Estates Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from so doing or to recover damages or other dues for such violation.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first above written.

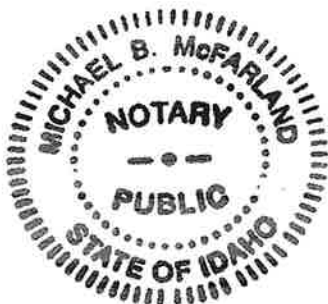

EARL H. REAMY, GRANTOR

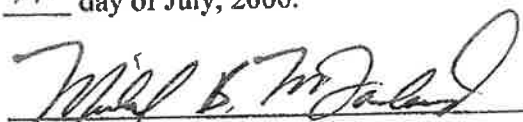

MARK D. FRANCIS, GRANTEE

STATE OF IDAHO)
)ss.
County of Kootenai)

On this 17th day of July, 2000, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared Earl H. Reamy, and Mark D. Francis, known or identified to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

GIVEN under my hand and official seal this 17th day of July, 2000.




Notary Public for Idaho
Residing at: Kootenai County
My Commission Expires: 5/6/2003



100 Wallace Avenue
Coeur d Alene, ID 83814

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

File No. 804810 KD/SS

JIM BRANNON 2 P 2902867000
KOOTENAI COUNTY RECORDER
MRR 6/1/2022 2:03 PM
REQ OF PIONEER TITLE KOOTENAI
COUNTY
RECORDING FEE: \$15.00 DD
Electronically Recorded

WARRANTY DEED

For Value Received Nathaniel-Kekoa Tadashi Combes and Taryn Laura Combes, husband and wife, as community property with right of survivorship hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

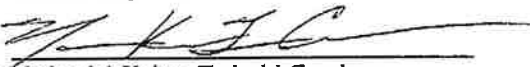
David M. Maxwell and Terri Lynn Maxwell, husband and wife

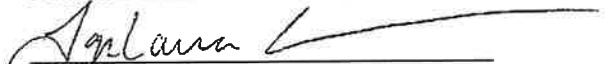
hereinafter referred to as Grantee, whose current address is 8362 North Meyer Road Post Falls, ID 83854
The following described premises, to-wit:

Lot 3, Block 1, Zoar Subdivision, according to the Plat thereof, recorded in Book G of Plats at Page(s) 437, records of Kootenai County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the 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 U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: May 25, 2022


Nathaniel-Kekoa Tadashi Combes


Taryn Laura Combes

State of Idaho, County of Kootenai

³¹
This record was acknowledged before me on May 27, 2022 by Nathaniel-Kekoa Tadashi Combes and Taryn Laura Combes

Lori E. Stone
Signature of notary public

Commission Expires:

04/28/2024





IDAHO DEPARTMENT OF
WATER RESOURCES

Northern Region • 7600 N Mineral Drive, Suite 100 • Coeur D'Alene, ID 83815-7763
Phone: 208-762-2800 • Fax: 208-762-2819 • Email: northerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

August 16, 2023

DAVID M MAXWELL
TERRI LYNN MAXWELL
8362 N MEYER RD
POST FALLS ID 83854-5314

Re: Change in Ownership for Water Right No(s): 95-11699

Dear Water Right Holder(s):

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

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned 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 Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 762-2813.

Sincerely,


Natalie Steading
Tech Records Specialist 1

Enclosure(s)