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NOV 18 2016IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF IDAHO
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLSIN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE COEUR D'ALENE-SPOKANE RIVER
BASIN WATER SYSTEM

CIVIL CASE NUMBER: 49576

ID Number: 95-203

Date Received: 11-18-2016

Receipt No: 1032286

Amount: 25.00 By: D B

NOTICE OF CLAIM TO A WATER RIGHT

ACQUIRED UNDER STATE LAW

For domestic and/or stockwater purposes where
daily use is less than 13,000 gallons per day

Please type or print clearly

- Name of claimant(s) CARIN M. WRIGHT Phone (805) 410-2882
Mailing address P.O. Box 2314 Nipomo CA ZIP 93444
Street or Box City State
- Date of priority (only one (1) per claim) June 1, 1956
Month/Day/Year (yyyy)
- Source of water supply (check one) Ground Water () or Other (X) (a) Hayden Lake
which is tributary to (b) _____
- Location of point of diversion is: Township 51 N, Range 03 W, Section 03,
1/4 of _____ 1/4, or Govt. Lot 3, B.M., County of Kootenai
Parcel (PIN) no. 0808000B0010
Additional points of diversion, if any: _____
If available, ~~GPS~~ coordinates TAYLORS TERRACE, Lot 1, Blk B
- Description of diverting works (wells, pumps, spring boxes, pipelines, etc.), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well.
pump from Lake to filtration system under cabin
- Water is claimed for the following: (Limited to domestic and/or stockwater uses. See page 1 of the instructions.)
For domestic purposes from March/1 to Oct/31 amount 0.02 cfs (X) AFY ()
For _____ purposes from _____ to _____ amount _____
- Total quantity claimed 0.44 cfs () or AFY (X)
- Non-irrigation uses; describe fully (e.g. Domestic: give number of households served if single ownership; Stockwater: type and number of livestock, etc.): Domestic - 1 household only

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9. Location of place of use is: Township 51 N, Range 03 W, Section 03, _____
 or Govt. Lot 3, B.M., Parcel (PIN) no. (if different than shown in Item 4) _____
 For (check one) Domestic (☒) Stock () Domestic and Stock ()
 Additional places of use, if any: -

10. In which county(ies) are lands listed above as place of use located? Kootenai

11. Do you own the property listed above as place of use? Yes (☒) No ()
 If your answer is no, describe in remarks below the authority you have to claim this water right.

12. Describe any other water rights used at the same place and for the same purposes as described above.
 _____ or None (☒)

13. Remarks:

14. Basis of claim (check one) Beneficial Use () Posted Notice () License () Permit () Decree (☒)
 Court _____ Decree Date 1971 Plaintiff v. Defendant Hayden Lake Decree
 If applicable, provide IDWR water right number 95-0203

15. Signature(s)
 a. By signing below, I/we acknowledge that I/we have received, read and understand the form entitled "How you will receive notices in the Coeur d'Alene-Spokane River Basin Adjudication".
 b. I/We do () do not (☒) wish to receive and pay a small annual fee for monthly copies of the docket sheet.
 Number of attachments: 2

For individuals:
 I/We do solemnly swear or affirm under penalty of perjury that the statements contained in the foregoing document are true and correct.

Signature of claimant(s) Chad M. Wright Date: 11/11/16
 _____ Date: _____

For organizations:
 I do solemnly swear or affirm under penalty of perjury that I am

_____ of _____
 Title Organization

that I have signed the foregoing document in the space below as

_____ of _____
 Title Organization

and that the statements contained in the foregoing document are true and correct.

Signature of authorized agent _____ Date _____

Title and organization _____

16. Notice of appearance:
 Notice is hereby given that I, _____, will be acting as attorney at law of behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____ Date _____

Address _____

November 14, 2016

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Dear IDWR:

As way of background, I recently learned that the Hayden Lake summer cabin we have owned since 2003 required a Water Rights permit. This information had never been provided during escrow.

At any rate we contacted Mr. Daniel Nelson of your Department and he kindly provided the process information and copies of the original water rights for the property.

Hopefully, the forms have been correctly filled out and the application can be processed. Please contact me if there are any questions. I am sending this on behalf of my daughter who holds title to the property.

Best regards,

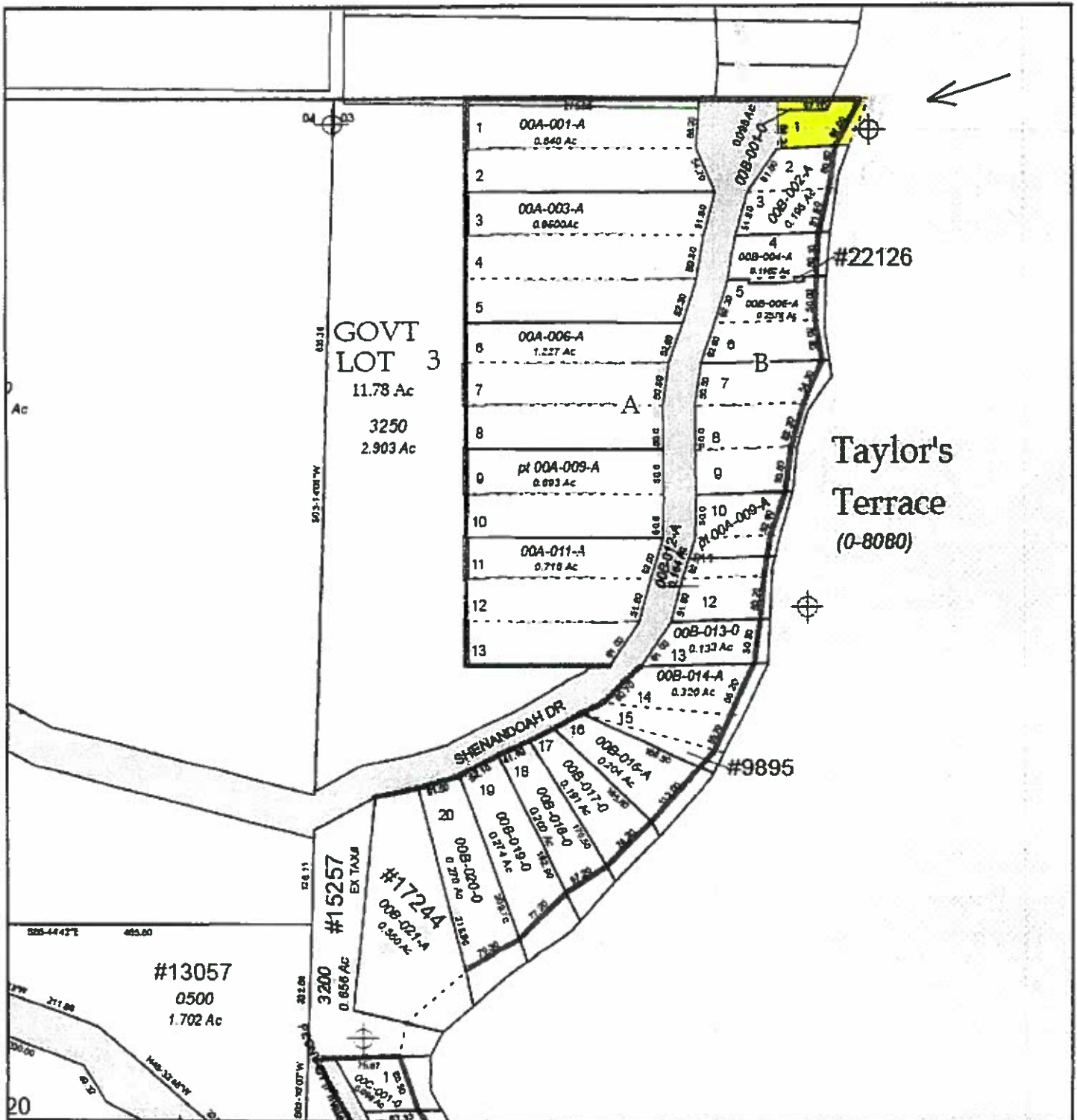
Richard Wright



(805) 479-5444

Zwrights229@aol.com

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WRIGHT

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KAFFLEN, Karl J. (continued)

Priority: 11/30/59

Source: Hayden Lake

Purpose: Domestic (1 house)

Period of use: From 4/1 to 10/31

Quantity per year: 0.40 acre foot

Maximum rate of diversion: 0.02 c.f.s.

Type and point of diversion: Pump, Lot 42, Hayden Lake Cottage Tract,
Govt. Lot 6, Sec. 15, T. 51 N., R. 3 W.B.M.

Place of use: Lot 42, Hayden Lake Cottage Tract, Govt. Lot 6, Sec. 15,
T. 51 N., R. 3 W.B.M.

KALINOWSKI, Weldon, West 2516 Rosewood, Spokane, Washington

File No.: 95-0201

Priority: 6/1/49

Source: Hayden Lake

Purpose: Domestic (1 house)

Period of use: From 4/1 to 11/31

Quantity per year: 0.44 acre foot

Maximum rate of diversion: 0.02 c.f.s.

Type and point of diversion: Pump, Lot 28, Hayden Haven, Govt. Lot 3,
Sec. 10, T. 51 N., R. 3 W.B.M.

Place of use: Lot 26, Hayden Haven, Govt. Lot 3, Sec. 10, T. 51 N.,
R. 3 W.B.M.

* KATON, Betty V., 5007 N. Walnut, Spokane, Washington

File No.: 95-0203

Priority: 6/1/56

Source: Hayden Lake

Purpose: Domestic (1 house)

Period of use: From 3/1 to 10/31

Quantity per year: 0.44 acre foot

Maximum rate of diversion: 0.02 c.f.s.

Type and point of diversion: Pump, Lot 1, Blk. B, Govt. Lot 3, Sec. 3,
T. 51 N., R. 3 W.B.M.

Place of use: Lot 1, Blk. B, Taylor Terrace, Govt. Lot 3, Sec. 3,
T. 51 N., R. 3 W.B.M.

KELLEY, William V., 1114 ONB Building, Spokane, Washington

File No.: 95-0205

Priority: 4/1/20

Source: Spring

Purpose: Domestic (2 houses)

Period of use: From 4/1 to 10/31

Quantity per year: 0.80 acre foot

Maximum rate of diversion: 0.04 c.f.s.

Type and point of diversion: Storage tank, Portion Govt. Lot 6, Sec. 22,
T. 51 N., R. 3 W.B.M.

Place of use: Lots 12 & 13, Powell Tracts, Govt. Lot 6, Sec. 22,
T. 51 N., R. 3 W.B.M.

KELLY, James M., 19343 - 17th Ave. N.W., Seattle, Washington 98177

File No.: 95-0204

JUL 31 1956

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Owner Type Current Owner	Name and Address BETTY V KATON 5007 N WALNUT SPOKANE, WA
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Priority Date: 6/1/1956
Status: Active

Source HAYDEN LAKE	Tributary SINKS
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Beneficial Use	From	To	Diversion Rate	Volume
DOMESTIC	3/01	10/31	0.020 CFS	0.4 AF
Total Diversion			0.020 CFS	0.4 AF

Source and Point(s) of Diversion

HAYDEN LAKE	L3()	Sec. 3, Twp 51N, Rge 03W, KOOTENAI County
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Place Of Use

DOMESTIC within KOOTENAI County

Tw p	Rn g	Se c	NE				NW				SW				SE				Total s	
			NE	N W	S W	SE	NE	N W	S W	SE	NE	N W	S W	SE	NE	N W	S W	SE		
51 N	03 W	3																		
Lot #, Acre (No QQ) L3 :																				0.0

Conditions of Approval:

1.	P/D & P/U LOT 1, BLK. B, TAYLOR TERRACE.
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Comments:

1.	cpadilla	4/16/2008	Explanatory Comment
This water right was decreed and should be active in the database			
2.	mciscell	5/12/2010	POD
Bulk Generate Shape From PLS			

Dates and Other Information

Decreed Date: 3/23/1973
Water District Number: 95A
Mitigation Plan: False

Combined Use Limits

N/A

SubCase:

N/A

URGENT

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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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?
95-0203	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: KATON, Betty V.
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): WRIGHT, CARIN M.
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- P.O. Box 2314 Nipomo CA 93444
Mailing address City State ZIP
- (805) 410-2882 Z WRIGHTS 229 @ AOL.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: July 1, 2003
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.

8. Signature: [Signature] owner 11/11/16
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 _____ Date _____ Receipt No. _____ Receipt Amt. _____

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 _____ Date _____

After Recording Return To:

LOS ANGELES POLICE FEDERAL CREDIT UNION
16150 Sherman Way
Van Nuys, California 91406-3938

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Loan Number: 475-7809

_____[Space Above This Line For Recording Data]_____

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated MARCH 14, 2012, together with all Riders to this document.

(B) "Borrower" is CARIN M. WRIGHT, AN UNMARRIED PERSON

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Los Angeles Police Federal Credit Union

Lender is a _____ organized
and existing under the laws of THE UNITED STATES OF AMERICA
Lender's address is 16150 Sherman Way, Van Nuys, California 91406-3938

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is LAWYERS TITLE INSURANCE CORPORATION
7530 N. GLENOAKS BLVD., BURBANK, CALIFORNIA 91504

(E) "Note" means the promissory note signed by Borrower and dated MARCH 14, 2012
The Note states that Borrower owes Lender ONE HUNDRED FORTY-FIVE THOUSAND FIVE
HUNDRED AND 00/100 Dollars (U.S. \$ 145,500.00)
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than APRIL 1, 2042

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | |
|--|---|
| ☐ Adjustable Rate Rider | ☐ Planned Unit Development Rider |
| ☐ Balloon Rider | ☐ Biweekly Payment Rider |
| ☐ 1-4 Family Rider | ☒ Second Home Rider |
| ☐ Condominium Rider | ☐ Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of KOOTENAI
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

LOT 1, BLOCK B, TAYLOR'S TERRACE, ACCORDING TO THE PLAT RECORDED
IN BOOK D OF PLATS, PAGE 18, RECORDS OF KOOTENAI COUNTY, IDAHO.
A.P.N.: 0808000B0010

which currently has the address of 15136 SHENANDOAH DRIVE

HAYDEN

[City]

, Idaho

83835

[Zip Code]

[Street]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

WRIGHT