

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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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?
95-377	Yes ☐		Yes ☐		Yes ☐
95-9176	Yes ☐		Yes ☐		Yes ☐
95-13198	Yes ☐		Yes ☐		Yes ☐
95-13201	Yes ☐		Yes ☐		Yes ☐
95-13209	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: BRUYA LLC C/O TIM BRUYA

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): BRUYA FAMILY LLC C/O EDWARD BRUYA

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

3215 S. HIGH DR

SPOKANE

WA

99203

Mailing address

City

State

ZIP

509-951-6267

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: May 14, 1997

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

man. member
Title, if applicable

4/24/18
Date

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:

Received by N/A

Date N/A

Receipt No. N/A

Receipt Amt. N/A

Approved by JK

Processed by JK

Date 5-23-2018

MEMBER INTEREST LIQUIDATION AGREEMENT

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MEMBER INTEREST LIQUIDATION AGREEMENT ("Agreement") dated November 30, 2012, by and among **BRUYA FAMILY LLC**, a Washington limited liability company ("Company") and **TIMOTHY E. BRUYA, M.D.** and **MARGARET A. BRUYA** ("Member" or "Members").

RECITALS

- A. Each Member owns 24.61% of the Membership's Interests (total 49.22%) of the Company.
- B. Members desire to liquidate their Membership Interest.
- C. The parties have agreed upon the terms by which the Membership's Interest will be liquidated by the Company.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as set forth below.

ARTICLE I.

PURCHASE AND SALE OF MEMBERSHIP INTEREST

- 1.1 Liquidation. Subject to the terms and conditions of this Agreement, the Members sell to the Company, and the Company will liquidate the Members' Membership Interest.
- 1.2 Transfer. Upon the execution of this Agreement, the Company shall distribute the assets set forth in Exhibit A to Members free and clear of any encumbrance. The value is 
- 1.3 Effective Date. This transaction shall be effective as of 11:59 p.m. December 31, 2012.

ARTICLE II.

REPRESENTATIONS AND WARRANTIES OF MEMBERS

Members represent, warrant and covenant the following:

- 2.1 Title to Membership Interest. Members are the record and beneficial owner of the Membership Interest, free and clear of any security interest, claim, lien, pledge, option, encumbrance or restriction (on transferability or otherwise) whatsoever in law or in equity, and delivery to the Company on the closing date of said Membership Interest will convey to the Company, lawful, valid and indefeasible title free and clear of any security interest, claim, lien, pledge, option, encumbrance or restriction whatsoever.

2.2 Necessary Authority: Enforceability. The Members have full power and authority to enter into, deliver and perform this Agreement and to consummate the transactions contemplated by it.

2.3 Information. Members are voluntarily entering into this Agreement and the transactions contemplated and Members warrant that they have not relied upon any representations, oral or in writing, not contained in this Agreement.

ARTICLE III. GENERAL

Members shall defend, indemnify and hold harmless the Company and all present and former Members and Managers, attorneys and accountants from all loss and claims relating in any way to any representation, warranty or statement contained in this Agreement being untrue or incorrect.

ARTICLE IV. GENERAL

4.1 Execution of Counterparts. For the convenience of the parties, this Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

4.2 Applicable Laws. This Agreement shall be construed and governed by the laws of the state of Washington.

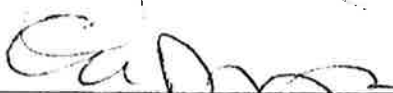
4.3 Survival of Representations and Warranties. All representations and warranties made by the parties shall survive the closing.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the day and year first above written.

BRUYA FAMILY LLC, a Washington
limited liability company

By: 
TIMOTHY E. BRUYA, Member

By: 
MARGARET A. BRUYA, Member

By: 
EDWARD J. BRUYA, Member

By: K. Reed
KATHERINE B. REED, Member

By: M. Kirschner
MARGARET B. KIRSCHNER,

Member

By: L. Wilson
LAURA B. WILSON, Member

EXHIBIT A

**Hayden Lake Property and Improvements
Legal Description (attached as Exhibit A-1)**

Promissory Note



STATE of WASHINGTON



SECRETARY of STATE

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I, **RALPH MUNRO**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF FORMATION

to

BRUYA FAMILY LLC

a Washington Limited Liability Company filed for record in this office on the date indicated below.

UBI Number: 601 790 992

Date: May 14, 1997



Given under my hand and the Seal of the State
of Washington at Olympia, the State Capital


RALPH MUNRO
Ralph Munro, Secretary of State

2-558133-1

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Search Results

1 Result

➤ **BRUYA FAMILY LLC**

Active

UBI #

601790992

Status

Active

Expiration Date

📅 5/31/2019

Period of Duration

5/14/2027

Business Type

WA LIMITED LIABILITY COMPANY

Date of Incorporation

5/14/1997

State of Incorporation

WASHINGTON

Registered Agent

EDWARD J BRUYA
3215 S HIGH DR
SPOKANE, WA 99203

Governing Persons

MARGARET KIRSCHNER — GOVERNOR
KATHERINE REED — GOVERNOR
EDWARD BRUYA — GOVERNOR
LAURA WILSON — GOVERNOR

Close ✕



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815-7763
Phone: (208) 762-2800 • Fax: (208) 762-2819 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

May 23, 2018

BRUYA FAMILY LLC
C/O EDWARD BRUYA
3215 S HIGH DR
SPOKANE WA 99203

SUBJECT: Ownership Change on Notice of Claim Number(s) 95-377, 95-9176, 95-13198, 95-13201, & 95-13209

Dear Mr. Bruya:

We have processed your change of ownership request on the Notice of Claim to a Water Right Number(s) listed above. Enclosed is a copy of the claim showing such change; for your records. Also, this information can be accessed on our website at www.idwr.idaho.gov.

Sincerely,

A handwritten signature in black ink that reads "Dawn R. Lenon". The signature is written in a cursive, flowing style.

Dawn R. Lenon
Technical Records Specialist 1

Enclosure(s) Notice of Claim 95-377, 95-9176, 95-13198, 95-13201, & 95-13209