

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
MAY 20 2022
DEPARTMENT OF
WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

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. DE

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
79-14287 ✓	Yes ☐	Yes ☐		Yes ☐	Yes ☐
79-14202 ✓	Yes ☒	Yes ☐		Yes ☐	Yes ☐
79-14297	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: WALTER D. LINDSEY
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): DEBORAH / DWAIN LONGFELLOW
New owner(s) as listed on the conveyance document Name connector ☒ and ☐ or

311 Silcott St
Mailing address

LEWISTON ID 83501
City State Zip

208 305-5026
Telephone

Dlongfellow244@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: 5/13/22
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: [Signature] Title, if applicable: _____ Date: MAY 13 22
 Signature of new owner/claimant
DEBORAH LONGFELLOW
 Print name

- Signature: [Signature] Title, if applicable: _____ Date: MAY 13 22
 Signature of new owner/claimant
Dwain Longfellow
 Print name

Received by KU Date 5.20.22 For IDWR Office Use Only: Receipt No. C112834 Receipt Amt. \$125.00

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☒

RECEIVED
MAY 20 2022
DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

ASSIGNMENT OF APPLICATION FOR PERMIT

To change the ownership of an application for permit

I, WALTER O. LINDSEY, hereby assign to DEBORAH LONGFELLOW
Current applicant New applicant(s)
of, 311 Silcott St / Lewiston ID 83501 208-3055026
New owner's address including city, state and ZIP Phone

All my right, title, and interest in and to Application for Permit No(s): _____
to appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to Application for Permit No(s):

79-14202

, to appropriate the public waters of the State of Idaho.

Describe in detail the portion of the application for permit assigned, listing the number of acres in each 40 acre subdivision, point of diversion location, and amount of the water in cubic feet per second.

Exhibit 2 shows property that 79-14202 covered. The 3AC parcel has been divided between 1.8/1.2 ac. I would like to split the permit to .03 cfs per property lots 1 & 2.

Does the new applicant own the property at the:

Point of diversion? ☒ Yes ☐ No
Place of use? ☒ Yes ☐ No

If no, describe the arrangement enabling the new applicant to access the point of diversion and/or the place of use:

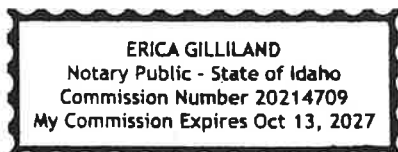
Dated this 16th day of MAY, 2022.

Walter O. Lindsey Signature of current applicant Title (if applicable) Deborah Longfellow Signature of current applicant Title (if applicable)

State of Idaho)
County of Nez Perce)ss

On this 16th day of May, 2022, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he/she/they executed the same.

SEAL



Erica Gilliland
Notary Public
My commission expires: Oct. 13, 2027

WARRANTY DEED

For value received, WALTER O. LINDSEY and DANIELLE L. LINDSEY, husband and wife, ("Grantors"), do hereby grant, bargain, sell and convey to DWAIN LONGFELLOW and DEBORAH LONGFELLOW, husband and wife, ("Grantees"), whose mailing address is: 311 Silcott St., Lewiston, ID 83501, and Grantees' heirs, successors and assigns forever, the following described real property situate in Idaho County, State of Idaho, (hereafter the "subject premises"):

Lot 2, Block 1, Lindsey Landing Subdivision, Idaho County, State of Idaho, according to the recorded plat thereof.

SUBJECT TO taxes and assessments for the current year, and all subsequent years, together with any and all existing easements, rights-of-way, reservations, covenants, restrictions and encumbrances of record, and the following matters:

1. All matters, covenants, provisions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of said subdivision as recorded in the official Idaho County records.
2. Easement, including the terms and provisions thereof, by and between WILLIAM CAMPBELL and AGNES SIMPSON, and PACIFIC TELEPHONE & TELEGRAPH CO., recorded April 6, 1931, under Instrument No. 95316, Book 59 page 326, records of Idaho County, Idaho.
3. Restrictions in Warranty Deed, including the terms and provisions thereof, including, but not limited to a farm access restriction, by and between HERBERT E. BROWN and ELIZABETH BROWN, husband and wife and STATE OF IDAHO, by and through the Idaho board of Highway Directors, recorded January 13, 1970, under Instrument No. 236342, records of Idaho County, Idaho.
4. Right of Way Easement, including the terms and provisions thereof, by and between ROBERT V. PARSONS and IDAHO COUNTY LIGHT & POWER COOPERATIVE ASSOC., INC., a corporation, recorded October 31, 1995, under Instrument No. 383069, records of Idaho County, Idaho.
5. Rights and easements in favor of the public for recreational uses of the Salmon River.
6. Any claim arising from the difference in mean high water line of Salmon River and the meander line as shown by Government Survey or the State of Idaho.

7. Easement and Right of Way, including the terms and provisions thereof, by and between ROBERT V. PARSONS, a married man and JOSEPHINE C. PARSONS, wife of Robert V. Parsons, recorded March 10, 1997, under Instrument No. 392082, records of Idaho County, Idaho.

8. Matters as shown on Survey S-1405, recorded October 31, 1997, under Instrument No. 396503; and Survey No. S-2118, recorded December 16, 2003, under Instrument No. 433098; all records of Idaho County, Idaho.

9. Right of Way Easement, including the terms and provisions thereof, by and between WALTER LINDSEY, and IDAHO COUNTY LIGHT & POWER COOPERATIVE ASSOCIATION, INC., a corporation, recorded December 18, 2003, under Instrument No. 433154, records of Idaho County, Idaho.

SUBJECT TO AND RESERVING unto Grantors and Grantors' heirs, successors and assigns, the right to take and use one-half (1/2) of all water produced from that certain existing well generally depicted in Exhibit 1 attached hereto and incorporated herein by reference. Said rights shall run with the land and shall benefit Grantors' Retained Property more particularly described as follows:

Lot 2, Block 1, Lindsey Landing Subdivision, Idaho County, State of Idaho,
according to the recorded plat thereof.

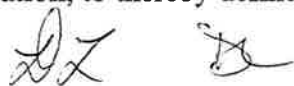
TOGETHER WITH the non-exclusive perpetual right to take and use one-half (1/2) of all water produced from the existing well depicted in Exhibit 1 attached hereto. Said right shall run with the land and shall benefit the subject premises.

TOGETHER WITH a non-exclusive perpetual waterline and utility easement six feet (6') in total width, centered along that certain easement more particularly described in Exhibit 2 attached hereto and incorporated herein by reference. Said easement shall run with the land and shall benefit the subject premises.

TOGETHER WITH any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rights-of-way and water rights in anywise appertaining to the real property herein described.

The Grantors covenant to the Grantees that Grantors are the owners of the subject premises in fee simple; that the subject premises is free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantors will warrant and defend the same from all lawful claims.

Except as otherwise expressly provided in this instrument, Grantors hereby declare pursuant to Title 5, Chapter 2 of the Idaho Code, that in the event Grantors shall have permitted or suffered at any time prior to the making of this instrument, any person or entity to possess, use or occupy the subject premises, or any portion thereof, for any purpose, with or without the knowledge of Grantors, it was not the intent of Grantors, by permitting or suffering such possession, use or occupation, to thereby define property boundaries or ownership thereof.



DATED this 13 day of May, 2022.

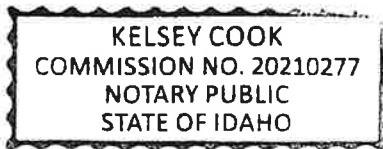

WALTER O. LINDSEY

DANIELLE L. LINDSEY
DANIELLE L. LINDSEY

State of Idaho)
 : ss.
County of Idaho)

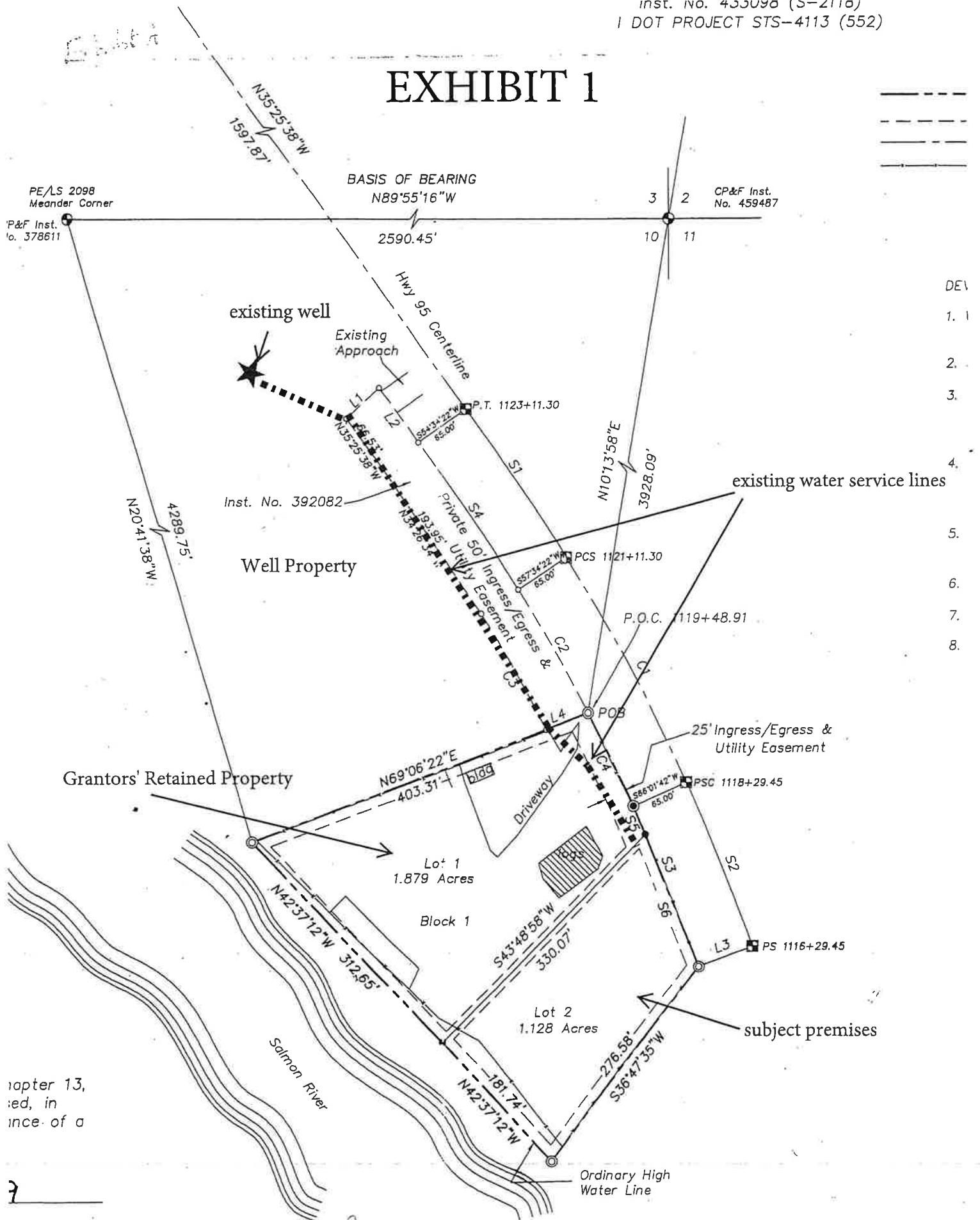
This record was acknowledged before me on May 13, 2022, by WALTER O. LINDSEY and DANIELLE L. LINDSEY.

Kelsey Cook
Signature of notary public
My commission expires: 1/25/27



22 23

EXHIBIT 1



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Chapter 13,
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EXHIBIT 2

January 28, 2022

Description for
Walt Lindsey
SEG0707

6.0' wide waterline easement

This easement lies in Lot 1, Block 1 of Lindsey Landing Subdivision, as shown on the Official Plat thereof, in the SE1/4 of Section 10, Township 27 North, Range 1 East of the Boise Meridian, Idaho County, Idaho and the centerline of which is more particularly described as follows:

COMMENCING at the northernmost corner of said Lot 1, a found 5/8 inch diameter rebar which bears South 10° 13' 58" West a distance of 3928.09 feet from the northeast corner of said Section 10, a found brass cap monument;

Thence South 66° 16' 55" West a distance of 44.35 feet to an existing control box, the **TRUE POINT OF BEGINNING** for said easement centerline;

Thence South 42° 58' 26" East a distance of 66.11 feet;

Thence South 28° 10' 20" East a distance of 43.46 feet;

Thence South 30° 28' 58" East a distance of 50.62 feet to a point on the southerly boundary of said Lot 1, being the **POINT OF TERMINUS** for said easement centerline.

WELL SHARING AGREEMENT

THIS WELL SHARING AGREEMENT, ("Agreement") is executed effective as of May 13, 2022, (the "Effective Date"), by and between WALTER O. LINDSEY and DANIELLE L. LINDSEY, husband and wife, ("Grantors"), whose mailing address is: 104 Lindsey Landing, White Bird, ID 83554, and DWAIN LONGFELLOW and DEBORAH LONGFELLOW, husband and wife, ("Grantees"), whose mailing address is: 311 Silcott Street, Lewiston, ID 83501. The above-named parties to this Agreement may also hereafter be referred to collectively as the "Parties", or individually as a "Party", as the context may require.

Whereas

Grantors are the owners of the following described real property situate in Idaho County, Idaho, sometimes known as (hereafter "Grantors' Parcel"):

Lot 1, Block 1 Lindsey Landing Subdivision, Idaho County, Idaho, according to the recorded plat thereof;

Grantees are the owners of the following described real property situate in Idaho County, Idaho, (hereafter "Grantees' Parcel"):

Lot 2, Block 1 Lindsey Landing Subdivision, Idaho County, Idaho, according to the recorded plat thereof;

A domestic water well exists on that certain property more particularly described in Exhibit 1 attached hereto and incorporated herein by reference, ("Well Property"), said existing well is located in the approximate location generally depicted in Exhibit 2 attached hereto and incorporated herein by reference, (hereafter the "existing well");

Said existing well currently provides domestic water for Grantors' Parcel and Grantees' Parcel via existing water service lines that run from the well head over and across the Well Property to Grantors' Parcel and Grantees' Parcel, said existing water service lines are generally depicted in Exhibit 2 attached hereto;

Grantors' Parcel and Grantees' Parcel are both benefitted by exclusive rights to the existing well and together with certain easements over and across the Well Property for the use of said existing well pursuant to that certain Warranty Deed recorded December 12, 2003, as Instrument No. 433063, records of Idaho County, Idaho;

Concurrently with this Agreement, Grantors sold Grantees' Parcel to Grantees, and as part of the sales transaction, Grantors reserved to Grantors, and Grantors' heirs, successors and assigns, the right to take and use one-half (1/2) of all water from the existing well for the benefit of Grantors' Parcel;

Grantors also granted to Grantees and Grantees', heirs, successors and assigns, the right to take and use one-half (1/2) of all water from the existing well for the benefit of Grantees' Parcel, together with a water line easement for Grantees' exercise of said rights, and the parties further agreed to enter into this Agreement concerning the Parties' shared use of the existing shared well system on the terms and conditions hereafter provided;

NOW, THEREFORE, based on the mutual covenants contained herein and other good and valuable consideration, the Parties hereby agree as follows:

I. DEFINITIONS:

The term "shared well system" shall mean the existing well, and the pump, well head, electric wiring, equipment, piping and fixtures appurtenant thereto, including any improvements thereto hereafter made, used to convey water from the existing well to the point of diversion of water from the existing well into the separate water service lines of each Party.

II. SHARED WELL SYSTEM:

2.1 Water Service Lines. Each Party shall be solely responsible, at the Party's own expense, to place, install, connect, maintain and repair the Party's own water service lines, and any appurtenant equipment, as may be necessary in the discretion of the Party to provide water to the Party's respective parcel via the shared well system. All work performed by a Party with respect to the Party's water service lines shall be performed in a good and workmanlike manner, and in compliance with all applicable laws, and shall not materially injure any portion of the shared well system. Neither Party shall cause or permit any cross-connection between the shared well system and any other water source, or cause or permit cross-contamination of the shared well system. Each Party shall maintain their respective water service lines and appurtenant equipment in good condition and repair so as to not cause excessive water use that materially impairs the other Party's rights to use of the existing well or shared well system consistent with this Agreement.

2.2 Operation and Costs of Shared Well System. Except as otherwise provided in this Agreement:

2.2.1 Electricity Costs. Except as otherwise provided in this Agreement, the Parties shall equally share the cost of electricity for operation of the shared well system. Grantors shall pay the electrical bill for operation of the well pump before the same is delinquent.

a. Unmetered Charges. At all times the well pump for the shared well system is not separately metered by the electric service provider, the Grantees shall pay the

Grantors the sum of \$10.00 per month for electricity for operation of the well pump on or before the 1st day of each calendar month without the requirement of billing by Grantors.

b. Metered Charges. Any Party may request that the electric service provider separately meter the electric service to the well pump for the shared well system at the expense of the requesting Party. At all times the electric service to the well pump for the shared well system is separately metered by the electric service provider, Grantees shall pay an equal share of the monthly electricity charges incurred by the Grantees for operation of the well pump within fifteen (15) days after billing by the Grantors.

2.2.2 Maintenance and Repairs. Except as otherwise provided in this Agreement, the Parties shall cooperate and perform all reasonable and necessary maintenance and repairs on the shared well system to keep the same in good repair, with the costs of all reasonable and necessary maintenance and repairs to be shared equally by the Parties.

a. Either Party may perform any reasonable and necessary maintenance or repairs to the shared well system as reasonable and necessary to permit use of water from the shared well system as provided in this Agreement. Any Party intending to perform any maintenance or repairs on any portion of the shared well system exceeding \$250.00 in cost per event shall use reasonable efforts to give prior notice of the intended work prior to undertaking the work, except in the case of emergency.

b. Each Party shall further have the right to act and incur expense as reasonable and necessary to respond to an emergency involving any portion of the shared well system, and shall have the right to reasonably access the parcel of the other Party in the absence of the other Party, as may be reasonable and necessary to respond to the emergency. "Emergency" shall include, but is not limited to, imminent threat to or failure of any portion of the shared well system that does or is reasonably likely to materially impair the ability of the shared well system to deliver water to either Party as contemplated under this Agreement, or any actual or imminent threat of damage or injury to any person or property.

c. In the event either Party incurs any expense performing any reasonable and necessary maintenance or repairs of the shared well system in excess of their prorated share for such work as provided in this Agreement, the other Party shall reimburse the Party performing the work for the other Party's prorated share of the expense within fifteen (15) days of receipt of billing from the Party performing the work. Any delinquent amounts shall accrue interest at the rate of twelve (12%) per annum until paid.

d. The Parties shall cooperate and make such payments between them as necessary to equalize payment of all other operating, maintenance and repair costs of the shared well system between them and all other permitted users in a timely manner, and to ensure payment of costs before the same are delinquent.

e. Notwithstanding any other provision of this Agreement, i) in no event shall the other Party be required to reimburse the Party performing the work for any maintenance or repair other than those reasonable and necessary to permit continued function or

use of the shared well system as contemplated by this Agreement, and b) neither Party shall be required to make or pay for any improvements to any portion of the shared well system solely for the benefit of the other Party.

f. Notwithstanding any other provision of this Agreement, in the event either Party negligently or intentionally causes damage to any portion of the shared well system, the Party causing such damage shall promptly repair the damage and shall be solely responsible for all costs thereof.

III. SHARED USE:

3.1 The Parties reasonably believe the water production capacity of the existing well is presently sufficient to supply water for purposes contemplated by this Agreement. The Parties agree to cooperate to equitably allocate their respective water use, consistent with their rights to use and take water from the existing well, in times of limited water production from the existing well, and shall at all times refrain from excessive inequitable water use that materially impairs the other Party's rights to use of the existing well or shared well system consistent with this Agreement.

3.2 Each Party shall be solely responsible, at their own expense, for performing their own testing of the water from the shared well system as each may deem necessary or advisable by them to insure potability or fitness of water for their own respective uses. Each Party assumes the risk of use of the shared well system and consumption of water from the shared well system.

IV. DRY WELL: In the event the existing well has insufficient capacity in its then existing condition to provide sufficient water production to meet the purposes of each Party as contemplated by this Agreement consistent with each Party's rights to take and use water from the existing well, not due to any fault or negligent or intentional damage by either Party, neither Party shall be obligated to deepen, redrill or replace the existing well to permit continued shared use of the existing well, or to pay for any cost associated therewith. In such event the Parties may terminate this Agreement upon mutual agreement of all Parties.

V. MEDIATION:

5.1 In the event of any unresolved dispute between the Parties arising from this Agreement, the Parties agree to submit such dispute to non-binding mediation prior to commencement of any lawsuit as hereafter provided. Notwithstanding, the requirement to submit disputes to non-binding mediation prior to commencement of any lawsuit under this section shall not apply to or prohibit commencement of duly filed actions solely for collection of monetary amounts due under this Agreement, or actions to obtain preliminary injunctive or equitable relief pending completion of mediation under this section.

5.2 Either Party may elect non-binding mediation under this section by serving written notice of the election to the other Party. The Parties shall cooperate to select a mutually agreeable mediator. If the Parties are unable to agree upon and select a mediator within thirty

(30) days after service of the written notice, either Party may petition the District Court, Idaho Second Judicial District, in and for Idaho County, to appoint a mediator.

5.3 Unless otherwise agreed by the Parties, all fees and costs of the mediator shall be paid equally by the Parties.

VI. GENERAL TERMS:

6.1 Any written notice required under this Agreement shall be served either by a) hand-delivering the notice, or b) sending the notice via Certified U.S. Mail, postage prepaid, addressed to the receiving party at the address stated above, at such other address the receiving party has notified the sending party for receipt of notices under this Agreement, or at the current mailing address for the receiving Party as indicated in the records of the Idaho County Treasurer for property tax notices. If service is by mail, service shall be effective upon deposit of the notice in the U.S. Mail.

6.2 This Agreement may only be amended by written agreement of the Parties.

6.3 In the event any lawsuit shall arise from this Agreement, the prevailing party shall be entitled to an award of costs and attorney fees from the nonprevailing party.

6.4 This Agreement is made and shall be construed under the laws of the State of Idaho.

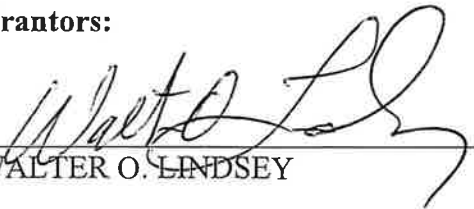
6.5 This Agreement shall run with the land, and shall be binding upon and inure to the benefit of each Party's respective heirs, successors and assigns.

6.6 The section headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement.

6.7 This is the entire agreement between the parties, and any all other prior and contemporaneous agreements, oral and written, are merged herein.

WHEREFORE, the Parties hereto have executed this Agreement effective the date first written above.

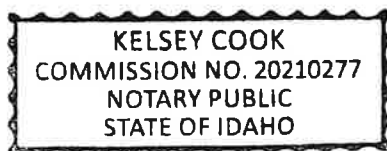
Grantors:


WALTER O. LINDSEY


DANIELLE L. LINDSEY

State of Idaho)
 : ss.
County of Idaho)

This record was acknowledged before me on May 13, 2022, by WALTER O. LINDSEY and DANIELLE L. LINDSEY.



Kelsey Cook
Signature of notary public
My commission expires: 1/25/27

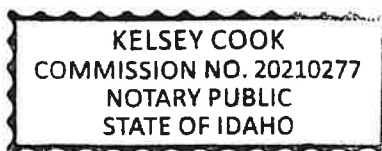
Grantees:

Dwain Longfellow
DWAIN LONGFELLOW

Deborah Longfellow
DEBORAH LONGFELLOW

State of Idaho)
 : ss.
County of Idaho)

This record was acknowledged before me on May 13, 2022, by DWAIN LONGFELLOW and DEBORAH LONGFELLOW.



Kelsey Cook
Signature of notary public
My commission expires: 1/25/27

EXHIBIT 1

(Well Property)

Township 27 North, Range 1 East, Boise Meridian, Idaho County, Idaho

Section 10: A parcel of land located in Government Lot 5 and the NE $\frac{1}{4}$ SE $\frac{1}{4}$, more particularly described as follows:

Commencing at the Northeast corner of said Section 10;

thence S 13°58'04" W, 3676.28 feet to a 1/2" diameter rebar with a plastic cap on the Westerly right of way boundary of U.S. Highway 95 at Station PT 1123+11.30;

thence N 35°25'38" W, 52.70 feet along said right of way boundary to a 1/2" diameter rebar, the Real Point of Beginning;

thence continuing N 35°25'38" W, 345.69 feet along said right of way boundary to a 1/2" diameter rebar;

thence leaving said Westerly right of way boundary, S 50°16'52" W, 507.05 feet to a 1/2" diameter rebar with a plastic cap on the mean high water line of the Salmon River;

thence S 47°06'50" E, 251.52 feet along said mean high water line;

thence S 42°36'35" E, 49.23 feet along said mean high water line mark to a 1/2" diameter rebar with a plastic cap;

thence leaving said mean high water line, N 56°10'54" E, 448.70 feet to the Point of Beginning.

Sometimes known as Assessor's Tax No. 168.

Bearings based on Record of Survey No. S-2118, Instrument No. 433098, records of Idaho County, Idaho.

AND

A parcel of land situate in a portion of Government Lot 8 and the north east 1/4 of the south east 1/4, Section 10, Township 27 North, Range 1 East, Boise Meridian, Idaho County, Idaho, more particularly described as follows:

Commencing at the north east Corner of Section 10, Township 27 North, Range 1 East, Boise Meridian, Idaho County, Idaho; thence, S. 13° 58' 04" W., 3,676.28 feet to a 1/2 inch diameter rebar with a plastic cap on the westerly right-of-way boundary of U. S. Highway 95 at Station PT 1123+11.30, the REAL POINT OF BEGINNING:

Thence, S. 34° 26' 18" E., a distance of 196.57 feet along the chord of a spiral curve to the right along said right-of-way boundary to Station PCS 1121+11.30,

Thence, an arc distance of 156.94 feet along a curve to the right whose long chord bears S. 29° 58' 09" E., a distance of 156.90 feet, whose radius is 1,844.86 feet and delta angle is 4° 52' 27" along said right-of-way boundary to a 5/8 inch diameter rebar with a plastic cap,

Thence, leaving said westerly right-of-way boundary, S. 69° 06' 25" W., a distance of 403.19 feet to a 5/8 inch diameter rebar with a plastic cap on the mean high water line of the Salmon River,

Thence, N. 42° 36' 35" W., a distance of 319.34 feet along said mean high water line to a 1/2 inch diameter rebar with a plastic cap,

Thence, leaving said mean high water line, N. 56° 10' 54" E., a distance of 448.70 feet to a 1/2 inch diameter rebar with a plastic cap on the westerly right-of-way boundary of U. S. Highway 95,

Thence, S. 35° 25' 38" E., a distance of 52.70 feet along said right-of-way boundary to the Point of Beginning, containing 3.506 acre, more or less.

Bearings based on Record of Survey plat S - 2118, Instrument Number 433098.



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098

Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Gary Spackman

May 26, 2022

DEBORAH LONGFELLOW
DWAIN LONGFELLOW
311 SILCOTT ST
LEWISTON ID 83501-3366

Re: Change in Water Right Ownership: 79-14202 (Split into 79-14202 and **79-14297**)

Dear Water Right Holders:

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

Your portion of each water right has a specified point of diversion, nature of use and place of use. If you plan to change the authorized point of diversion, nature of use, or place of use, including adding a new point of diversion, you must file an Application for Transfer of Water Right. If you do not plan to change any elements of your water right, then no further action is required at this time.

The portion of the water right retained by the original right holder retains the original water right number. The Department is sending the original right holder a copy of this letter and a computer-generated report showing the changes to the original water right.

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) 287-4920 or debby.judd@idwr.idaho.gov.

Sincerely,

Debby Judd

Technical Records Specialist

Enclosures

c: WALTER O LINDSEY