



State of 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

Website: idwr.idaho.gov • Email: northerninfo@idwr.idaho.gov

BRAD LITTLE
Governor

GARY SPACKMAN
Director

August 25, 2020

HAYDEN LAKE IRRIGATION DISTRICT
2160 W DAKOTA AVE
HAYDEN, ID 83835-5122

RE: Withdrawal of Protest against Application for Permit No(s). 95-17940

Dear Protestant(s):

The Department of Water Resources acknowledges receipt of your withdrawal of protest against the above referenced application.

The application does not have any remaining protests; therefore, the department will take the steps necessary to bring the application to a final resolution.

Please contact this office if you have any questions regarding this procedure. Information about water rights and other matters administered by this agency is also available on the Internet at www.idwr.idaho.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Douglas Jones', is written over a horizontal line.

Douglas Jones
Northern Regional Manager



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BRAD LITTLE
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August 25, 2020

JAMES R MILLER
2049 W HONEYSUCKLE AVE
HAYDEN, ID 83835-8449

RE: Withdrawal of Protest against Application for Permit No(s). 95-17940

Dear Applicant:

The Department of Water Resources has received withdrawal(s) of protest against the above referenced application. Withdrawals have been received from the following protestants:

- 1) HAYDEN LAKE IRRIGATION DISTRICT

The application does not have any remaining protests; therefore, the department will take the steps necessary to bring the application to a final resolution.

Please contact this office if you have any questions regarding this procedure. Information about water rights and other matters administered by this agency is also available on the Internet at www.idwr.idaho.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Douglas Jones', written over a horizontal line.

Douglas Jones
Northern Regional Manager

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WITHDRAWAL OF PROTEST

RECEIVED
AUG 25 2020
IDWR / NORTH

Application for ☐ Transfer ☒ Permit ☐ Amendment of Permit No. 95-17940

In the Name of James R. Miller
Applicant

Name of Protestant: Hayden Lake Irrigation District

Represented by: Branden Rose

I hereby withdraw my protest to the above referenced matter. All of my issues of protest have been addressed and/or resolved.

☐ My withdrawal is not conditional.

Or

☒ My withdrawal is conditioned on the following:

See attached agreement



Signature of Protestant or Representative

District Administrator

Title

8-25-2020

Date

RECEIVED

AUG 25 2020

IDWR / NORTH

IRRIGATION WATER SUPPLY AGREEMENT
[Agreement Affecting an Interest in Real Property]

THIS AGREEMENT is entered into effective the 7th day of July 2020, by and between Hayden Lake Irrigation District ("District"), and James R. Miller and Lois Eileen Miller, as Trustees of The Miller Family Trust dated May 27, 1999, a member of the District ("Miller Trust").

WITNESSETH:

WHEREAS, the Miller Trust owns a parcel of real property situated within the Hayden Lake Irrigation District commonly identified as 2160 West Dakota Avenue, Hayden, ID 83835, and more particularly described as the East half of the South half of Tract 256, Hayden Lake Irrigated Tracts, according to the Amended Plat recorded in Book C of Plats at Page(s) 67, records of Kootenai County, Idaho ("Miller Trust Parcel").

WHEREAS, the Miller Trust Parcel is subject to Hayden Lake Irrigation District's Resolution No. 03-14 related to dryland tracts of land lying within the District;

WHEREAS, the Miller Trust drilled a well with the intent of using it for water and limited irrigation purposes;

WHEREAS, James R. Miller on behalf of the Miller Trust filed an application for the use of the well for domestic and irrigation water use;

WHEREAS, the Idaho Department of Water Resources assigned this application Permit No. 95-17940;

WHEREAS, the District protested Application for Permit No. 95-17940 concerning the use of the well for irrigation;

WHEREAS, the Department held a pre-hearing conference with the Miller Trust and the District; and

WHEREAS, the Miller Trust and the District reached a resolution at the pre-hearing conference, which is set forth below.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the parties agree as follows:

1. The District will withdraw its protest to the Miller Trust's well being used for irrigation based upon the following terms and conditions agreed to by the Miller Trust.

2. The Miller Trust will not be required to comply with Resolution No. 03-04, requiring the Miller Trust to connect to the District's irrigation system during the period of time that the Miller Trust, or Troy Jones, owns the Miller Parcel. At such time as the Miller Trust, or

Troy Jones, no longer own this parcel, then the owner(s) of the Miller Parcel shall be required to discontinue using the well for irrigation purposes. The owner(s) shall be required to connect the owner(s)' irrigation system to the District's irrigation system and pay all the District's costs of connection required at the time the connection is made. The Miller Trust will pay the dryland conversion fee of One Thousand Three Hundred Eighty-Six Dollars (\$1,386.00) within sixty (60) days of execution of this agreement by the party last signing the agreement.

3. In return for the above consideration, the Miller Trust agrees the District may levy an assessment against the Miller Trust parcel pursuant to Title 43, Chapter 7, Idaho Code, commencing July 1, 2021, even though the Miller Parcel is not receiving irrigation water from the District. The Miller Trust agrees that it will timely pay the assessment as levied.

4. If the Miller Trust, or Troy Jones, as the case may be, fails to timely pay the assessment as agreed, then the District shall have the right to utilize the remedies set forth in Title 43, Chapter 7, Idaho Code, for delinquent assessments.

5. If the Miller Trust Parcel is subdivided while it is owned by the Miller Trust or Troy Jones, the Miller Trust, or Troy Jones, as the case may be, must immediately designate the subdivided parcel which will have the benefit of this Agreement. The non-designated parcel(s) shall be required to connect to the District's irrigation system.

6. The parties to this Agreement hereby acknowledge and agree that the rights and obligations conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

7. The District and the Miller Trust agree that this Agreement shall only be amended by a writing signed by all parties.

8. This Agreement or any portion hereof shall not be interpreted by a court of law to the detriment of a Party based solely upon that Party's authorship of the Agreement or any portion hereof as both parties have been represented by legal counsel and have participated in the development of this Agreement.

9. If, for any reason, any one or more paragraphs of this Agreement are held legally invalid, then the entire Agreement shall be void.

10. This Agreement constitutes the entire agreement between the Parties hereto. It supersedes all prior agreements, understandings, and arrangements, oral or written, between the Parties with respect to the subject matter hereof.

11. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Idaho.

12. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

13. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the Party against whom enforcement of any such modification or amendment is sought. The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

14. This Agreement will be recorded by the District with the Kootenai County Recorder's office to provide notice to subsequent purchasers of the Miller Trust Parcel of the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

HAYDEN LAKE IRRIGATION DISTRICT

By: *Doris Fleming*
Doris Fleming, Chairman

THE MILLER FAMILY TRUST DATED MAY 27, 1999

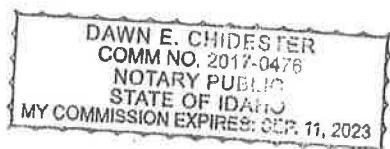
By: *James R. Miller*
James R. Miller, Trustee

STATE OF IDAHO)

:SS.

County of Kootenai)

This record was acknowledged before me on August 4th, 2020 by Doris Fleming as Chairman of the Hayden Lake Irrigation District.



Dawn E. Chidester
Notary Public for Idaho
Residing at Kootenai County
Commission Expires _____

STATE OF IDAHO)

:SS.

County of Kootenai)

This record was acknowledged before me on July 30th, 2020 by James Russell Miller as Trustee of the Miller Family Trust dated May 27, 1999.



Savannah McKinley
Notary Public for Idaho
Residing at Post Falls
Commission Expires 7-15-2025