

RECEIVED

MAR 16 2020
Form 42648-0009(6) Rev. 1/15

IDWR / NORTH

STATE OF IDAHO
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 #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
95-12512(1,103)	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

see case
Number
49576
dated
9-16-09

3/14/2020

2. Previous Owner's Name: Viking Construction Inc.
Name of current water right holder/claimant: Hayden Lake Roy Armstrong
3. New Owner(s)/Claimant(s): Hayden Lake Irrigation District
New owner(s) as listed on the conveyance document: _____
Name connector ☐ and ☐ or ☐ and/or _____
Mailing address: 2160 W. Dakota City: Hayden State: Idaho ZIP: 83835
Telephone: 208-772-2612 Email: district@haydenirrigation.com

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. 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):
 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: Administrator HLID Date: 3/16/2020
Signature of new owner/claimant
- Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant

For IDWR Office Use Only:

Received by: Ja Date: 3-16-2020 Receipt No.: N035966 Receipt Amt.: 2500
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: NS Date: 5-14-2020

IDAHO DEPARTMENT OF WATER RESOURCES
Proof Report

10/23/2019

Adjudication Recommendation 95-12512 V1

Owner Type **Name and Address**
Current Owner ROY A ARMSTRONG
4950 N HUETTER RD
COEUR D ALENE, ID 83814
(208) 765-6412

Priority Date: 10/23/1964

Basis: License

Status: Active

Source **Tributary**
GROUND WATER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	03/15	11/15	1.090 CFS	269.5 AF
	<u>Total Diversion</u>		1.090 CFS	269.5 AF

Source and Point(s) of Diversion

GROUND WATER SENW Sec. 21, Twp 51N, Rge 04W, KOOTENAI County

Place Of Use

IRRIGATION within KOOTENAI County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
51N	04W	21					39.0			38.0									77.0

POU Total Acres: 77.0

Conditions of Approval:

- | | | | |
|----|-----|-------------|---|
| 1. | C18 | General | This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code. |
| 2. | P21 | Explanatory | This right is a split from former right 95-9185. |
| 3. | PIN | Explanatory | Parcel No. H00000214350. |

Comments:

1. scellan 4/19/2016 POU
Licensed acres for the claimed parcel is limited to 77 acres.

Dates and Other Information

Water District Number: TBD
Mitigation Plan: False

ANNEXATION AGREEMENT DOMESTIC USE ONLY

This Agreement ("Agreement") is entered into by and between the Hayden Lake Irrigation District (the "District"), and VIKING CONSTRUCTION, INC. (hereafter "Owners"), subject to the execution and ratification of this Agreement by the District's board.

WHEREAS, Owners own land located West of Carrington Street, South of Hayden Avenue; E2-NW, Kootenai County, Idaho.

WHEREAS, Owners have petitioned to annex the above property into the District;

WHEREAS, the parties wish to memorialize the conditions of approval for the annexation;

NOW, THEREFORE, in and in consideration of the mutual agreements, covenants and conditions contained herein, the parties hereto agree as follows:

Article I. Purpose

The purpose of this Agreement is to set forth the terms and conditions to the annexation of the 80 acres into the District for the purpose of providing domestic water use.

Article II. Obligations of Developer

2.01 Water Rights Transfer. VIKING CONSTRUCTION, INC. shall transfer to the District all water rights held in conjunction with Water Right License No. 95-12512 for irrigation 1.1 cfs rate of diversion for 79 acres or 273.00 AF of water and/or any other water rights associated with the 80 acres. The Water Rights will be transferred from Irrigation to Municipal. VIKING CONSTRUCTION, INC. shall execute all documents and fees required to effectuate the transfer of the permitted water rights. The District will sign all necessary documents.

2.02 Annexation Fee. VIKING CONSTRUCTION, INC. shall pay to the District an annexation fee of \$550.00 per acre for a total of 80 acres; FORTY-FOUR THOUSAND DOLLARS (\$44,000.00). The District shall wave the payment for one year pending Article 4.01 Purchase of Well.

2.03 Access to Well. The annexed property contains a water lubricated well. VIKING CONSTRUCTION, INC. shall cooperate with District and allow District, at its own cost, access to the well to assess the feasibility of converting the well to municipal use by the District.

2.04 Transfer of Well. Should the evaluation of the well site indicate that the well can be converted to municipal use, VIKING CONSTRUCTION, INC. shall execute all documents required to effectuate the transfer of the well and the half acre of land upon which the well sits.

2.05 Utility Easements. All plats and phases of plats shall specifically dedicate the utility corridors shown thereon to the District or dedicate minimum 20-foot wide easements centered on District pipelines for the District's infrastructure placement, operation and maintenance. The plat designation shall also reflect that the infrastructure is dedicated to the District. Easements shall be separately defined and recorded at Kootenai County for all affected lots. If the Developer is unable to include such a dedication of infrastructure to the District on the face of the plat due to specific platting agency rules, then the Developer shall sign a separate agreement transferring the water system infrastructure and appropriate easements to the District. The easements shall be recorded at Kootenai County.

2.07 Covenants, Conditions and Restrictions. Any covenants, conditions and restrictions prepared by Owners with respect to the plat shall allow for a well house and fencing security for the Well Lot. Any fence installed by the District shall be compatible with the landscaping and fencing requirements of the subdivision.

Article III. Obligations of the District

3.01 Evaluation of Well and Well Lot. The District has one year from the signed dated Annexation agreement to evaluate and determines that the well and land can be converted for municipal use and has a value to the District. In the event the well and land are found viable to the District, Viking Construction Inc and the District will enter into an agreement. All fees associated with the evaluation of the well will be at the cost of the District not Viking Construction Inc.

Article IV. Acquisition of Well and Well Lot

4.01 Purchase of Well. On or before July 3, 2020, the District will make an offer for the purchase of the Article 3.01 well, land and all related equipment, minus the annexation fee Article 2.02 to the sum of FORTY-FOUR THOUSAND DOLLARS (\$44,000.00). In the even the well, land and all related equipment is not deemed viable infrastructure to the District, Viking Construction may offer the well, land, and all related equipment to other related water right owners and pay the District the sum of FORTY-FOUR THOUSAND DOLLARS (\$44,000.00) for annexation of the land per Article 2.02. This sum is not due from Viking Construction to the District until this determination is made. The water rights in Article 2.01 will transfer to the District staying with the land to be served.

Article V. Miscellaneous Provisions

5.01 Assignment. No assignment of this Agreement, in whole or in part for any purpose shall be made by the Developer without the prior written consent of the District.

5.02 Interpretation of Agreement. 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.

5.03 Severability. If for any reason, any one or more paragraphs of this Agreement are held legally invalid, such judgment shall not prejudice, affect, impair or invalidate the remaining paragraphs of the Agreement as a whole.

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

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

5.06 Execution in Counterparts. 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.

5.07 Amendment and Waivers. 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.

5.08 Authority to Agreement. The signatory below for VIKING CONSTRUCTION, INC. has the authority to execute this Agreement on behalf of the Developer.

5.09 Mediation-Arbitration. The parties agree that the only method for settling disagreements under the terms of this agreement shall be by mediation then if unsuccessful by compulsory and binding arbitration in accordance with the following paragraphs.

5.09.01. Waiver of Right to Litigate. The parties hereby irrevocably waive any and all rights to resolve a dispute in a manner, which is contrary to the provisions of this section. The parties shall all at

all times conduct themselves in strict, full, complete, and timely accordance with the terms of this section and all attempts to circumvent the terms of this section shall be absolutely null and void and of no force or effect whatsoever. By waiving the right to litigate, the parties agree that the Arbitrator shall have the same jurisdiction of a judge trying a case without jury.

5.09.02. Mediation as Precondition to Arbitration. A minimum of four (4) hours of mediation shall precede any arbitration. Either party may call for the mediation of any disagreement. The mediation shall occur in accordance with Rule 16(K) of the Idaho Rules of Civil Procedure or successor rule, to the extent applicable, and the rules of the individual mediator. Each Party shall enter into the mediation in good faith to resolve any disagreement. The parties may agree in writing to employ the process known as an "Arbitration-Mediation" as a single procedure if agreed to in writing prior to the event.

5.09.03. Selection of Arbitrator. In the event any disagreement remains unresolved following mediation, then either party may call for arbitration by appointing an arbitrator who is reasonably qualified for the issue on which there is a disagreement. Within ten (10) days of the appointment of said arbitrator, the other party shall agree to the single arbitrator or shall appoint a similarly qualified arbitrator. If the two arbitrators are selected, within ten (10) days the two shall select a third arbitrator. The rules and the procedures for the arbitration shall be determined by the arbitrator or arbitrators; however, in the event of any disagreement the commercial rules of the American Arbitration Association shall apply. In the event that either party shall fail to act as required, then the action to be taken or the choice arbitrator in question shall be decided or appointed by the Administrative District Court Judge of the First Judicial District of the State of Idaho. Upon the request of either party or upon the request of any arbitrator, as the case may be, the judge shall promptly by oral statement instruct decide or appoint to assure a rapid arbitration of the matter. The board of arbitrators by majority rule or the arbitrator in the arbitrator's sole discretion shall settle all disagreements, and the ruling of the arbitrators shall be the final binding resolution. The decision of the arbitrators shall be given the same weight as a judgment and may be converted to a judgment by either party. All costs and expenses of the arbitration shall be born equally by the parties, except attorney, judge or court fees shall be solely born by the procuring party or as may be awarded through the arbitration.

5.09.04 Pre-Decision Arbitration Procedures. The arbitrator shall schedule a pre-hearing conference to resolve procedural matters, arrange for the exchange of information, obtain stipulations, and narrow the issues. The parties will submit proposed discovery schedules to the arbitrator at the pre-hearing conference. The scope and duration of discovery will be within the sole discretion of the arbitrator. The arbitrator

shall have the discretion to order a pre-hearing exchange of information by the parties, including, without limitation, production of requested documents, exchange of summaries of testimony of proposed witnesses, and examination by deposition of parties and third-party witnesses. This discretion shall be exercised so as to limit the scope of discovery to the amount of discovery which the arbitrator determines to be reasonable under the circumstances.

5.09.05 Arbitration Hearing. The arbitration shall be conducted in the county where the real property involved in the matter is located. Counsel or other authorized representative may represent any party. The parties may offer such evidence as is relevant and material to the dispute. The arbitrator shall be the judge of relevance and materiality.

5.09.06 Governing Law. In rendering a decision, the arbitrator shall determine the rights and obligations of the parties according to the terms and provisions of this agreement and the substantive and procedural laws of where the arbitration is to take place.

5.09.07 Arbitration Award. The arbitrator shall issue the award as soon as reasonably possible following the conclusion of the arbitration hearing, but in no event any later than thirty (30) days after the conclusion of the arbitration hearing. The arbitrator's award shall be based on the evidence introduced at the hearing, including all logical and reasonable inferences that may be drawn therefrom. The arbitrator may make any determination and/or grant any remedy or relief that is just and equitable; provided, however, in no event may the arbitrator award punitive damages. The award must be based on, and accompanied by, a written statement of decision explaining the factual and legal basis for the award as to each of the principal controverted issues. The award shall be conclusive and binding, and the appropriate court with jurisdiction, in accordance with Idaho uniform Arbitration Act may thereafter confirm it as a judgment. The validity and enforceability of the arbitrator's decision is to be determined exclusively by the Idaho courts pursuant to the provisions of this Agreement

5.09.08 Attorney's Fees and Costs. The cost of the mediator shall be split equally by the parties. No attorneys' fees, expert and witness costs shall be awarded for mediation. The arbitrator, for the arbitration, may award costs, including, without limitation, attorneys' fees, and expert and witness costs, to the prevailing party, if any, as determined by the arbitrator in the arbitrator's discretion. The non-prevailing party as determined by the arbitrator in arbitrator's discretion shall pay the arbitrator's fees and costs. A party shall be determined by the arbitrator to be the prevailing party if its proposal for the resolution of the dispute is the closer to that adopted by the arbitrators.

EXECUTED AND EFFECTIVE this 23 day of August, 2019.

VIKING CONSTRUCTION, INC.

By: [Signature]
President

HAYDEN LAKE IRRIGATION DISTRICT

By: Doris Fleming, Chairman
Doris Fleming, Chairman

Notarization of signatures follows on the next page.



STATE OF IDAHO)
 ss.
County of Kootenai)

On this 23 day of August, 2019, before me, personally appeared Wendell Olson, known or identified to me to be the president of **VIKING CONSTRUCTION, INC.**, the company that executed the instrument or the persons who executed the instrument on behalf of said company and acknowledged to me that such company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



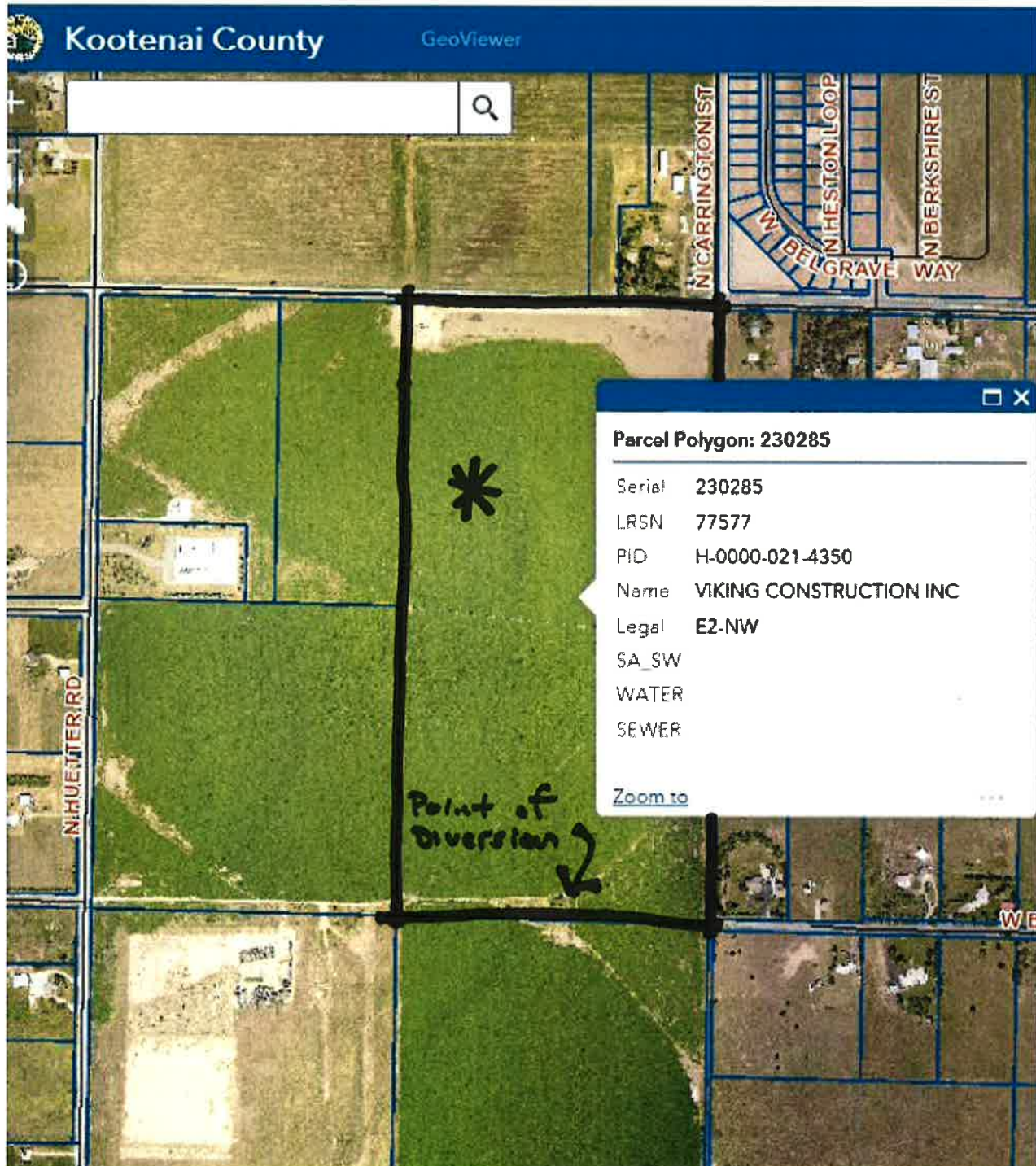
[Signature]
Notary Public for Idaho
Residing at Hayden, ID
My Commission expires: 10/7/2020

STATE OF IDAHO)
 ss.
County of Kootenai)

On this _____ day of _____, 2019, before me, personally appeared Dori Fleming, known or identified to me to be the Chairman of the **HAYDEN LAKE IRRIGATION DISTRICT**, the quasi-municipality that executed the instrument or the person who executed the instrument on behalf of the quasi-municipality, and acknowledged to me that such quasi-municipality executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Idaho
Residing at _____
My Commission expires: _____



88819-KM

JIM BRANNON 4 P 2567722000
KOOTENAI COUNTY RECORDER
JAJ 10/18/2016 1:14 PM
REQ OF KOOTENAI COUNTY TITLE
COMPANY
RECORDING FEE: \$19.00 DD
Electronically Recorded

WARRANTY DEED

FOR VALUE RECEIVED, ROY A. ARMSTRONG, JR., also shown of record as ROY ARMSTRONG, ROY A. ARMSTRONG, and ROY ALBERT ARMSTRONG, an unmarried person, Grantor, does hereby grant, bargain, sell and convey unto VIKING CONSTRUCTION, INC., an Idaho Corporation, Grantees, whose address is 2605 W. Hayden Avenue, Hayden, Idaho 83835, the following described premises, in Idaho County, Idaho, to-wit:

See Exhibit A, attached hereto and incorporated herein.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees and Grantees' heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that it is the owner 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 Grantees; and subject to reservations, restrictions, dedications, easements, rights of way and agreements of record or in view, and general taxes and assessments, for the current year, which are not yet due and payable, and reserving in the Grantor any water rights appurtant to the property described in Parcel 1 of Exhibit A until all obligations on the Deed of Trust (and Note) recorded simultaneously herewith is paid in full, and that Grantor will warrant and defend the same from all lawful claims whatsoever.

DATED this 17 day of October, 2016.


ROY A. ARMSTRONG

GRANTOR

STATE OF IDAHO)
 ss.
County of Kootenai ,)

On this 17 day of October, 2016, before me, the undersigned Notary Public, personally appeared ROY A. ARMSTRONG, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.


Notary Public for Idaho
Residing at Barriçon
My Commission expires: 9-3-18



Chicago Title Insurance Company

Commitment Number: 88819

EXHIBIT "A"
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Parcel 1:

The East half of the Northwest Quarter Section 21, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 2:

The West half of the Southeast Quarter of Section 16, Township 51 North, Range 4 West, records of Kootenai County, Idaho.

EXCEPTING THEREFROM

A portion of the West Half of the Southeast Quarter of Section 16, Township 51 North, Range 4 West, Boise Meridian, City of Hayden, Kootenai County, Idaho, more particularly described as follows:

BEGINNING at the South Quarter corner of said Section 16 marked by 2.5 inch aluminum cap on file as Instrument Number 832710 Kootenai County records from which the Southeast corner of said Section 16 bears North 89°50'12" East, a distance of 2634.60 feet;

Thence North 01°26'42" West along the North-South centerline of said Section 16, a distance of 30.01 feet to the North right-of-way line of Hayden Avenue and the TRUE POINT OF BEGINNING of the herein described parcel of land;

Thence North 01°26'42" West continuing along the North-South centerline of said Section 16, a distance of 1242.86 feet;

Thence North 88°33'18" East a distance of 104.54 feet;

Thence North 01°26'42" West, a distance of 120.55 feet;

Thence North 88°33'18" East, a distance of 100.00 feet;

Thence South 01°26'42" East, a distance of 120.55 feet;

Thence North 88°33'18" East, a distance of 218.70 feet;

Thence 263.46 feet along a curve to the left with a radius of 5979.50 feet, a central angle of 2°31'28" and a chord bearing North 87°17'34" East, a distance of 263.44 feet;

Thence South 01°26'42" East, a distance of 1264.02 feet to the North right-of-way line of Hayden Avenue;

Thence South 89°50'12" West along said North right-of-way line, a distance of 686.79 feet to the TRUE POINT OF BEGINNING.

EXHIBIT "A"
(Continued)

Commitment Number: 88819

ALSO EXCEPTING THEREFROM

A portion of the West half of the Southeast quarter of Section 16, T51N, R4W, B.M., City of Hayden, Kootenai County, Idaho, more particularly described as follows:

Beginning at the South quarter corner of said Section 16 marked by 2.5 inch aluminum cap on file as Instrument Number 832710 Kootenai County records from which the Southeast corner of said section 16 bears N89°50'12" E, a distance of 2634.60 feet;

Thence N01°26'42" W along the North-South centerline of said Section 16, a distance of 30.01 feet to the North right-of-way line of Hayden Avenue and the TRUE POINT OF BEGINNING of the herein described parcel of land;

Thence N01°26'42" W continuing along the North-South centerline of said section 16, a distance of 1242.86 feet;

Thence N88°33'18" E, a distance of 104.54 feet;

Thence N01°26'42" W, a distance of 19.50 feet to the TRUE POINT OF BEGINNING of the herein described parcel of land;

Thence N01°26'42" W, a distance of 101.05 feet;

Thence N88°33'18" E, a distance of 100.00 feet;

Thence S01°26'42" E, a distance of 81.05 feet;

Thence 31.42 feet along a curve to the right with a radius of 20.00 feet, a central angle of 90°00'00" and a chord bearing of S43°33'18"W, a distance of 28.28 feet;

Thence S88°33'18" W, a distance of 80.00 feet to the TRUE POINT OF BEGINNING of the herein described parcel of land.

JIM BRANNON 1 P 2738881000
KOOTENAI COUNTY RECORDER
MMS 3/2/2020 9:16 AM
REQ OF KOOTENAI COUNTY TITLE
COMPANY
RECORDING FEE: \$15.00 RC
Electronically Recorded

DEED OF RECONVEYANCE

Order No.: LTE18240

Legal Description: PRTN OF THE W1/2 OF THE SE1/4 S16T51NR4W AND THE E1/2 OF THE NW1/4
S21T51NR4W

KOOTENAI COUNTY TITLE CO., INC. as Trustee in the Deed of Trust executed by VIKING CONSTRUCTION, INC., AN IDAHO CORPORATION, recorded October 18, 2016, as Instrument No. **2567723000**, and rerecorded October 20, 2016 as Instrument No. **2568023000**, records of Kootenai County, Idaho, pursuant to the written request of the beneficiary, does hereby GRANT and RECONVEY unto the PARTIES ENTITLED THERETO,

LEGAL OWNERS

without warranty, all the estate and interest derived to it by or through said Deed of Trust, in the lands therein described.

Dated: March 2, 2020

KOOTENAI COUNTY TITLE CO., INC.

By Denise Potts
Denise Potts, Secretary

STATE OF IDAHO)

COUNTY OF KOOTENAI)

) ss.

On March 2, 2020 before me, the undersigned, a notary public in and for said State, personally appeared **Denise Potts**, known or identified to me to be the Secretary of **KOOTENAI COUNTY TITLE CO., INC.**, and known to me to be the person who executed the within instrument on behalf of said corporation, whose name is subscribed to the within instrument as Trustee and acknowledged to me that such corporation executed the same as such Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Nikki Droll
Notary Public for the State of Idaho
Resides: Coeur d Alene
Commission Expires: 08/25/20





State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N MINERAL DR STE 100 • COEUR D ALENE, ID 83815-7763

Phone: (208)762-2800 • Fax: (208)769-2819 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

May 14, 2020

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

Re: Change in Ownership for Water Right No(s): 95-12512

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)