

N. R. 4 W. B. M.

H-0000-011-

OAD

1.113 Ac
0100
O.P.
200' 2'

220'

0100
4.939 Ac

13125

408.38'

1500
116.879 Ac

0500
23.429 Ac

No. 95

WAY

GOVERNMENT

641.7'

1057.35'

220'

599.39'

339

11-339-AA
48.681 Ac

IN CITY

346

11-346-ZZ
9.423 Ac

This sketch is furnished without charge solely for the purpose of assisting in locating premises and the company assumes no liability for inaccuracies therein

7272

0100
85.426 Ac

H-0000-011-5050
35.068 Ac

7298
less Tax No.

MICROFILMED

MAR 29 2006

H-0000-011-7723

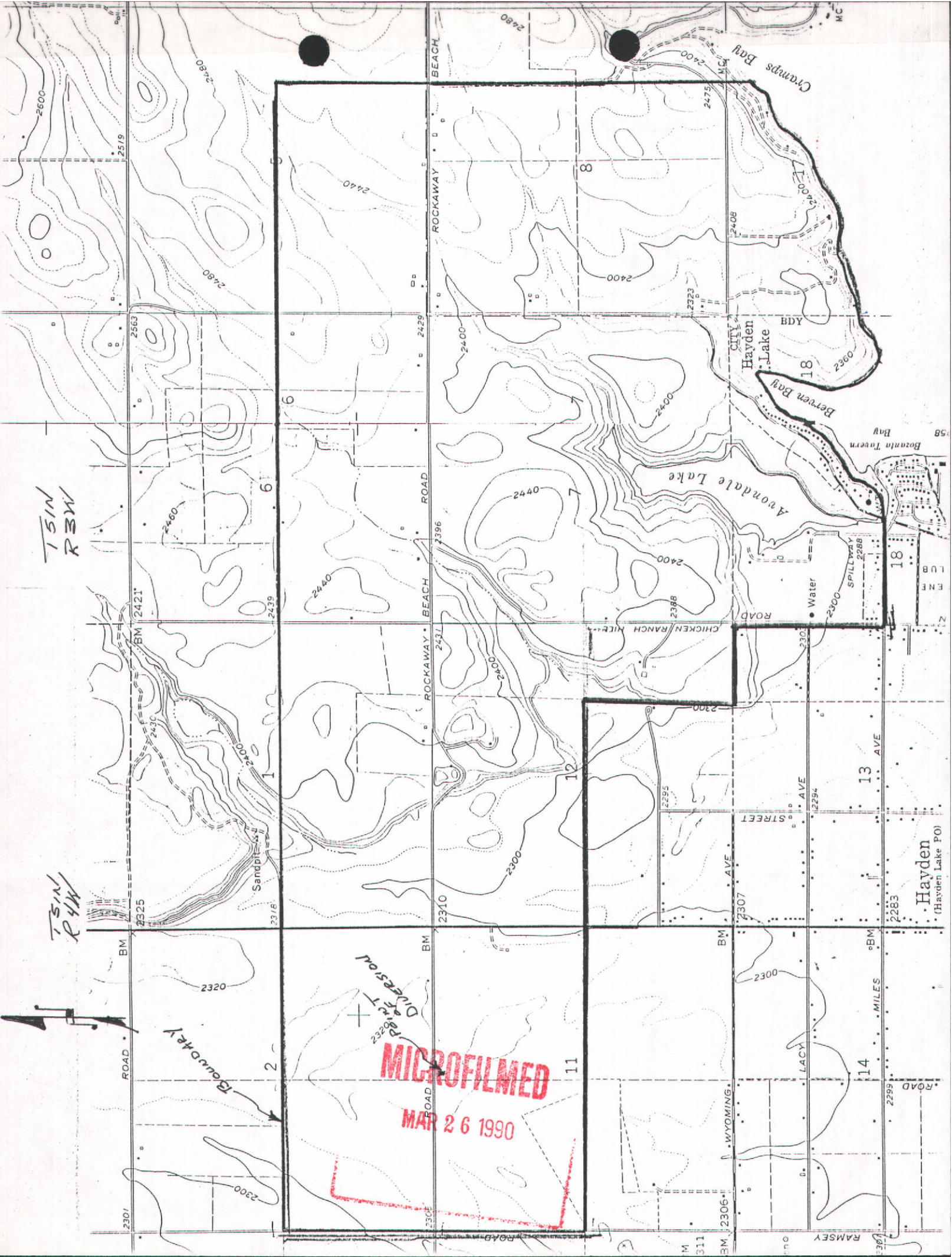
10319
22.179
3.509 Ac

Village



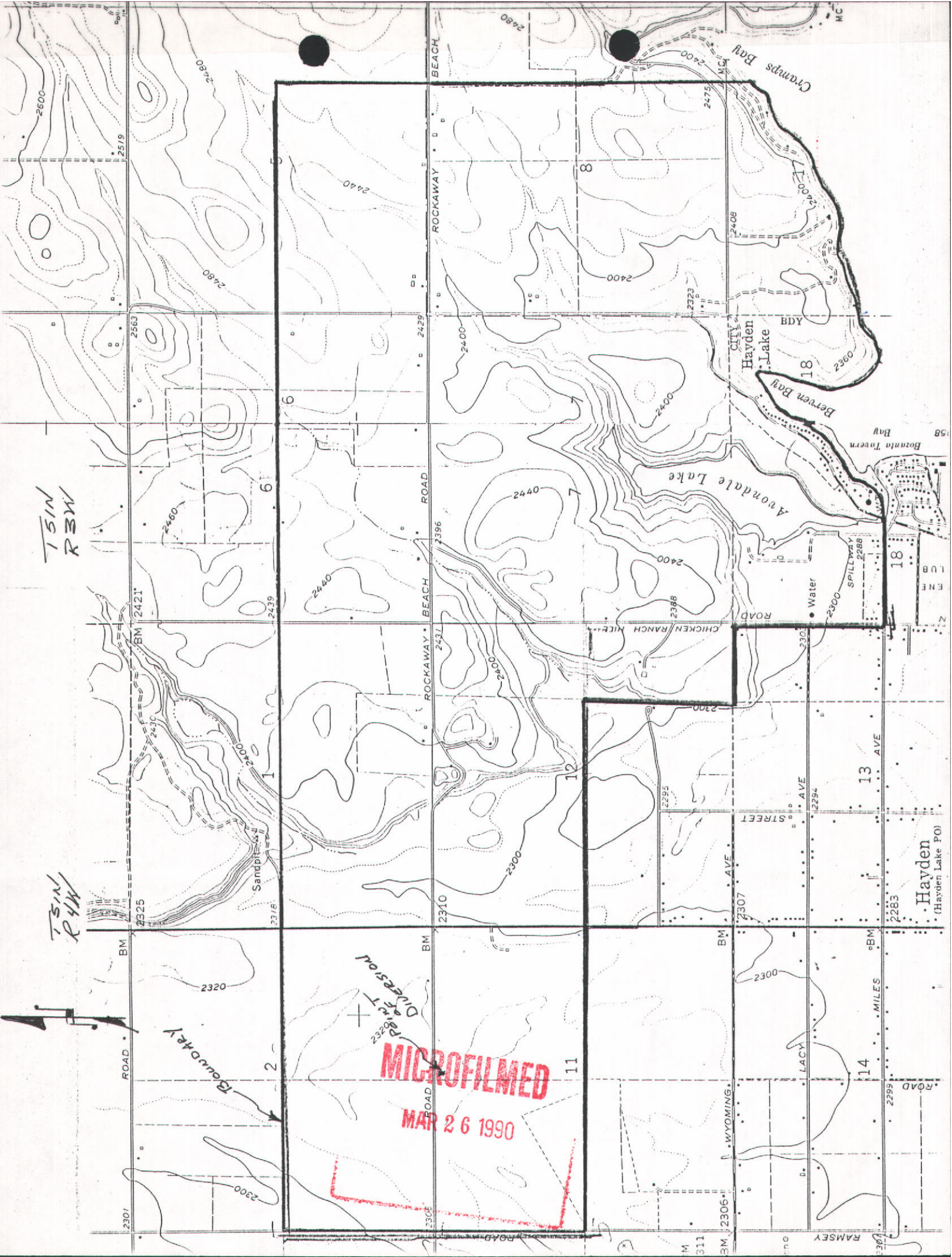
TSIN
R3W

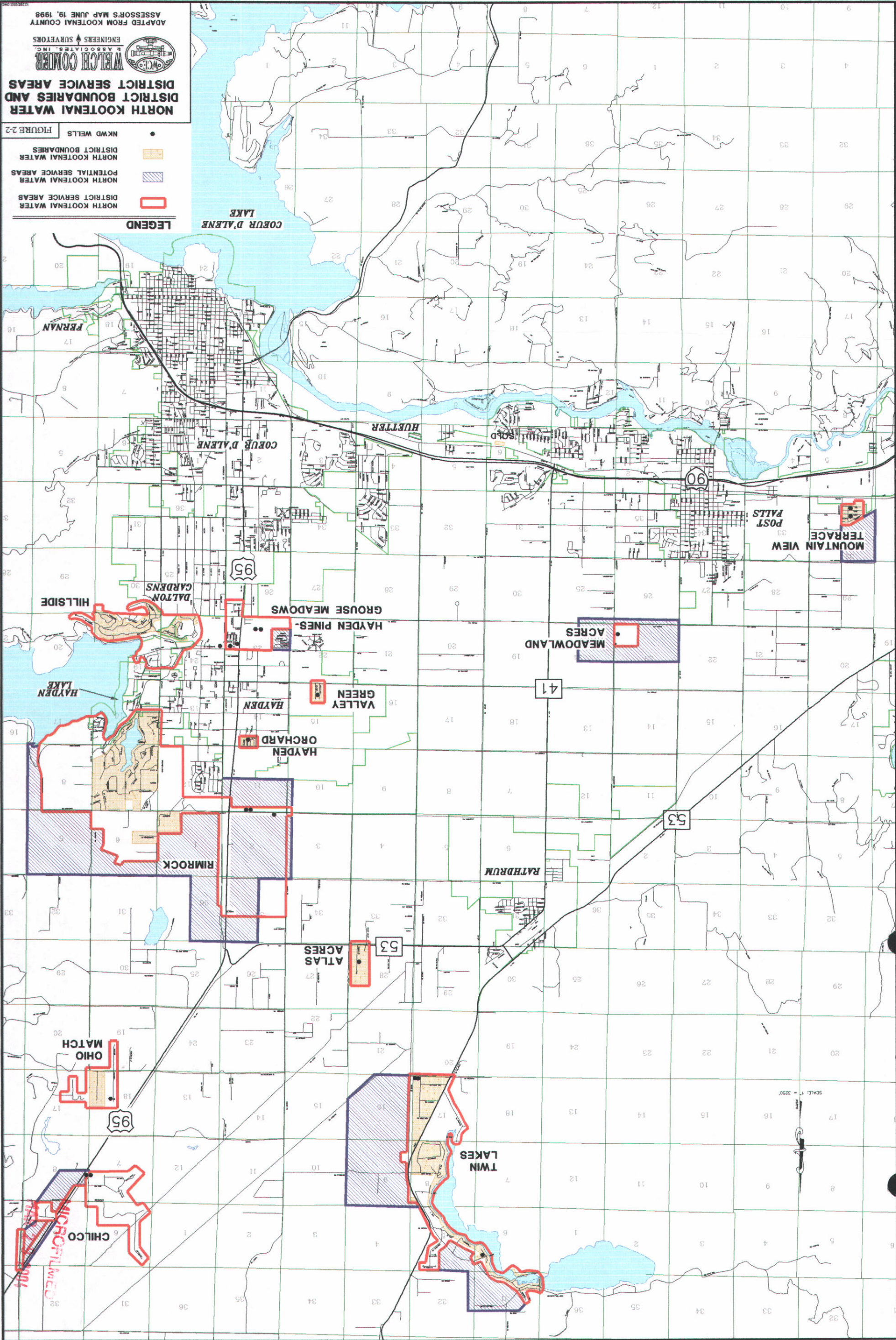
TSIN
R4W



MICROFILMED
MAR 26 1990

Boundary
+
2320
2325





WELCH COMPANY
ENGINEERS & SURVEYORS
ADAPTED FROM KOOTENAI COUNTY
ASSESSOR'S MAP JUNE 19, 1998

LEGEND
• NKWD WELLS
[Orange Outline] NORTH KOOTENAI WATER DISTRICT BOUNDARIES
[Hatched Box] NORTH KOOTENAI WATER POTENTIAL SERVICE AREAS
[Red Outline] NORTH KOOTENAI WATER DISTRICT SERVICE AREAS

FIGURE 2-2
NORTH KOOTENAI WATER DISTRICT BOUNDARIES AND DISTRICT SERVICE AREAS

State of Idaho
Department of Water Resources
Amendment of Permit

NO. 95-08639

Priority: January 05, 1990

Maximum Diversion Rate: 1.00 CFS
Maximum Diversion Volume: 376.0 AF

This is to certify, that NORTH KOOTENAI WATER DIST
PO BOX 2290
HAYDEN ID 83835

has applied for an amendment of a permit and the amendment is APPROVED for development of water as follows:

Source: GROUND WATER

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
MUNICIPAL	01/01 to 12/31	1.00 CFS	376.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER KOOTENAI County	NW1/4NW1/4NE1/4	Sec. 11, Twp 51N, Rge 04W, B.M.
GROUND WATER KOOTENAI County	NW1/4SE1/4	Sec. 18, Twp 52N, Rge 03W, B.M.
GROUND WATER KOOTENAI County	NW1/4SW1/4	Sec. 24, Twp 51N, Rge 04W, B.M.
GROUND WATER KOOTENAI County	NE1/4SE1/4	Sec. 23, Twp 51N, Rge 04W, B.M.
GROUND WATER KOOTENAI County	NE1/4SE1/4	Sec. 23, Twp 51N, Rge 04W, B.M.
GROUND WATER KOOTENAI County	SE1/4SW1/4	Sec. 23, Twp 51N, Rge 04W, B.M.
GROUND WATER KOOTENAI County	SW1/4SE1/4	Sec. 23, Twp 51N, Rge 04W, B.M.
GROUND WATER KOOTENAI County	SE1/4SE1/4	Sec. 17, Twp 52N, Rge 04W, B.M.
GROUND WATER KOOTENAI County	SE1/4SE1/4	Sec. 17, Twp 52N, Rge 04W, B.M.
GROUND WATER KOOTENAI County	L1 (SE1/4NE1/4)	Sec. 6, Twp 52N, Rge 04W, B.M.
GROUND WATER KOOTENAI County	SE1/4SW1/4SW1/4	Sec. 2, Twp 51N, Rge 04W, B.M.
GROUND WATER KOOTENAI County	NW1/4NE1/4	Sec. 11, Twp 51N, Rge 04W, B.M.
GROUND WATER KOOTENAI County	NW1/4NE1/4	Sec. 14, Twp 51N, Rge 04W, B.M.
GROUND WATER KOOTENAI County	SE1/4NE1/4	Sec. 7, Twp 52N, Rge 03W, B.M.

MICROFILMED

MAR 29 2004

State of Idaho
Department of Water Resources
Amendment of Permit

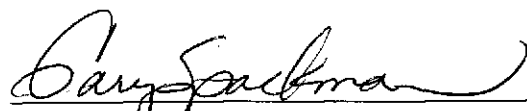
NO. 95-08639

GROUND WATER	SW1/4NW1/4	Sec. 8, Twp 52N, Rge 03W, B.M.
KOOTENAI County		
GROUND WATER	NE1/4SE1/4	Sec. 28, Twp 52N, Rge 04W, B.M.
KOOTENAI County		
GROUND WATER	NE1/4SW1/4	Sec. 32, Twp 51N, Rge 05W, B.M.
KOOTENAI County		
GROUND WATER	SE1/4SW1/4	Sec. 32, Twp 51N, Rge 05W, B.M.
KOOTENAI County		
GROUND WATER	SE1/4SE1/4	Sec. 23, Twp 51N, Rge 05W, B.M.
KOOTENAI County		
GROUND WATER	L7 (SW1/4SE1/4)	Sec. 15, Twp 51N, Rge 04W, B.M.
KOOTENAI County		

CONDITIONS OF APPROVAL

1. Subject to all prior water rights.
2. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to determine the amount of water diverted from power records and shall annually report the information to the Department.
3. The right holder shall not provide water diverted under this right for the irrigation of land having appurtenant surface water rights as a primary source of irrigation water except when the surface water rights are not available for use. This condition applies to all land with appurtenant surface water rights, including land converted from irrigated agricultural use to other land uses but still requiring water to irrigate lawns and landscaping.
4. Place of use is within the service area of North Kootenai Water District as provided for under Idaho law. The place of use is generally located within T51N, R3W; T51N, R4W; T51N, R5W; T52N, R3W; T52N, R4W; T53N, R3W; T53N, R4W; and T53N, R5W.
5. This right authorizes the diversion of ground water within the Rathdrum Prairie Ground Water Management Area (RPGWMA). Use of water under this right shall be subject to the provisions of any management plan approved by the director for the RPGWMA. If the director determines that the ground water supply in the RPGWMA is insufficient to meet the demands of prior water rights within the RPGWMA, the director may order the diversion and use of water under this right to be reduced or curtailed until the director determines that there is sufficient ground water available for this right.

This amendment of permit is issued pursuant to the provisions of Section 42-211, Idaho Code. Witness the signature of the Director, affixed at Boise, this 10th day of October, 2003.


KARL J. DREHER, Director

MICROFILMED

MAR 29 2004

Receipt No. N 15014
Received By glsk
Date 5/16/2002
App 10 70834

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR AMENDMENT OF A PERMIT

Applicant North Kootenai Water District Phone (208) 772-3619
Address P.O. BOX 2290, HAYDEN LAKE IDAHO 83835

I am the owner and holder of Permit to Appropriate the Public Waters of the State of Idaho No. 95-8639, and request that the permit and permit map be amended and/or changed as follows:

Purpose of Amendment: Change point of diversion X Add point of diversion (see attached table)
X Change place of use X Change nature of use Change period of use Other
1. Point of diversion: NW 1/4 NW 1/4 NE 1/4, Section 11, Township 51N, Range 4W, B.M.,
County of Kootenai. Other points of diversion _____
(SEE ATTACHED TABLE 1)

2. Period and nature of use: (irrigation, domestic, stockwatering, industrial, etc.)
Amount 1 cfs for municipal purposes from 01/01 to 12/31 (both dates inclusive)
(cfs or acre feet per annum) (water use) (Begin month) (End month)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum) (water use) (Begin month) (End month)
Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre feet per annum) (water use) (Begin month) (End month)
3. Place of use or land to be irrigated: (see table 2 attached)

T W P	R S E	S E C	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total number of acres to be irrigated = _____

4. a. Who owns the property at the point of diversion? NKWD
b. Who owns the land to be irrigated at the place of use? N/A (PWS #1280009)
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____

not advisable
exp. for Amendment
received May 16, 02
approved 10-10-03

MICROFILMED
MAR 23 2004

Show 1/4 1/4, section, township, range and ditches. (the smallest subdivision represents 40 acres)

[illegible]

Scale: 2 inches equal 1 mile

Signed this 6th day of February, 2003.

Kainhurst Dist. Mgr.

ACTION OF THE DEPARTMENT OF WATER RESOURCES

Preliminary check by _____ Publication prepared by _____ Date _____

Published in	Publication dates
---------------------	--------------------------

I, _____, of the Department of Water Resources hereby

Witness my hand this _____ day of _____, 19____

MICROFILMED

MAR 25 2004

SIGNATURE

North Kootenai Water District
Applications for New Water Rights

Table 1:
North Kootenai Water District Points of Diversion

Well	Lot	1/4	1/4	1/4	Sec.	Twp.	Rge	County	Local name for diversion
✓ Ohio Match			NW	SE	18	52N	3W	Kootenai	Rathdrum Aquifer
✓ Finucane			NW	SW	24	51N	4W	Kootenai	Rathdrum Aquifer
✓ Hayden Well			NE	SE	23	51N	4W	Kootenai	Rathdrum Aquifer
✓ Hayden Pines			NE	SE	23	51N	4W	Kootenai	Rathdrum Aquifer
✓ GTE 1			SE	SW	23	51N	4W	Kootenai	Rathdrum Aquifer
✓ GTE 2			SW	SE	23	51N	4W	Kootenai	Rathdrum Aquifer
✓ Tree Farm			SE	SE	17	52N	4W	Kootenai	Rathdrum Aquifer
✓ Tree Farm			SE	SE	17	52N	4W	Kootenai	Rathdrum Aquifer
✓ Echo Beach	1		SE	NE	6	52N	4W	Kootenai	Rathdrum Aquifer
✓ Rimrock		NW	NW	NE	11	51N	4W	Kootenai	Rathdrum Aquifer
✓ Rimrock			NW	NE	11	51N	4W	Kootenai	Rathdrum Aquifer
✓ Rimrock		SE	SW	SW	2	51N	4W	Kootenai	Rathdrum Aquifer
✓ Hayden Orchard			NW	NE	14	51N	4W	Kootenai	Rathdrum Aquifer
✓ Chilco			SE	NE	7	52N	3W	Kootenai	Rathdrum Aquifer
✓ Chilco			SW	NW	8	52N	3W	Kootenai	Rathdrum Aquifer
✓ Atlas			NE	SE	28	52N	4W	Kootenai	Rathdrum Aquifer
✓ Mt View			NE	SW	32	51N	5W	Kootenai	Rathdrum Aquifer
✓ Mt View			SE	SW	32	51N	5W	Kootenai	Rathdrum Aquifer
✓ Meadowland Acres			SE	SE	23	51	5W	Kootenai	Rathdrum Aquifer
Valley Green	7		SW	SE	15	51N	4W	Kootenai	Rathdrum Aquifer

MICROFILMED

FEB 29 2004

Table 2:
NKWD Place of Use

Table 2:
NKWD Place of Use

3 Place of Use or Land to be Irrigated

TWP	RANGE	SEC.	NE ¼				NW ¼				SW ¼				SE ¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
51N	3W	5									M	M	M	M	M	M	M	M	
		6			M	M			M	M	M	M	M	M	M	M	M	M	
		7	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	
		8	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	
		17		M	M			M	M	M									
		18	M	M	M	M	M	M	M	M									
		19						M	M	M	M	M	M	M	M	M	M	M	
		20										M	M	M					
		30	M				M	M											
51N	4W	1						M	M		M	M	M	M	M	M	M	M	
		2	M		M						M	M	M	M	M	M	M	M	
		11	M	M	M	M	M	M	M	M									
		12	M	M	M	M	M	M	M	M					M			M	
		14				M													
		15									M			M		M	M		
		23									M	M	M	M	M	M	M	M	
		24	M	M	M	M					M			M	M	M	M	M	
		26	M	M															
51N	5W	32	M	M	M	M									M	M	M	M	
52N	3W	4						M	M			M							
		5	M		M	M					M			M	M	M	M	M	
		6					M	M	M	M	M	M	M	M	M	M	M	M	
		7	M	M	M	M	M		M	M	M	M							
		8	M			M	M	M	M	M									
		17							M	M	M	M							
		18							M	M					M	M	M	M	
		19	M	M	M														
		20						M											
52N	4W	5	M	M	M		M	M	M	M	M	M		M		M	M	M	
		6	M	M	M	M	M	M						M					
		8	M	M	M	M				M	M		M	M	M	M	M	M	
		9	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	
		16	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M	
		17	M	M	M	M	M	M	M	M	M	M		M	M	M	M	M	
		28													M				
		35				M									M			M	
		36							M			M	M						
53N	3W	32																	M
		33												M					
53N	4W	31				M			M	M	M	M	M	M	M	M	M	M	
		32							M			M	M						
53N	5W	36																M	

Total number of acres to be irrigated N/A

MICROFILMED

MAR 29 2001

AGREEMENT

THIS AGREEMENT made and entered as of the 25 day of November, 1998,
by and between ALLIED WATER, INC., an Idaho non-profit corporation, ~~and~~ ~~Payden Pines~~
Water, Inc., an Idaho corporation, CHARLES A. FORD (hereinafter collectively referred to as
"AWC"), and the NORTH KOOTENAI WATER DISTRICT, an Idaho Municipal corporation
located in the County of Kootenai, Idaho, (hereinafter referred to as "NKWD").

WITNESSETH

WHEREAS, pursuant to Certificates of Public Convenience and Necessity issued by the Idaho
Public Utilities Commission (hereinafter called "PUC"), the AWC presently owns and operates a
public utility water distribution system (hereinafter sometimes called "Water System") located in
Kootenai County, Idaho and generally described by service areas on Exhibit A, attached hereto
and made a part hereof: and

WHEREAS, one of reasons for the formation of the NKWD was to acquire the property and
rights which comprise the Water System; and

WHEREAS, the NKWD and AWC, have been engaged in negotiations in an effort to reach a
satisfactory agreement for AWC's sale of the Water System; and



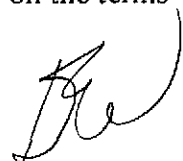
WHEREAS, the parties now having reached this agreement, the NKWD desires to purchase the Water System and the AWC is willing to sell the same upon the terms and conditions hereinafter set forth, and the NKWD desires thereafter to furnish water service to the residents of the area now provided water service by the AWC through the Water System; and,

WHEREAS, NKWD acknowledges that the sale price is less than appraisal value of the assets and a gift in the form of a non-cash charitable contribution is involved and NKWD agrees to execute a Donee acknowledgement on IRS form 8283 in connection with the transaction;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt of which hereby is acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein as though set forth in their entirety in the body of this Agreement.

2. Agreement to Acquire. The NKWD agrees to acquire and AWC agrees to transfer to NKWD all of the components of the Water System as defined in Paragraph 3 hereof. NKWD will purchase the assets identified in Exhibit "A-1" hereto together with all interest the Hayden Well Company from the AWC upon the terms and conditions hereinafter set forth. AWC agrees transfer to NKWD at closing by gift the assets identified in Exhibit "B" hereto. AWC agrees to lease to NKWD, with an option in NKWD to purchase or accept transfer by gift from AWC, the assets identified in Exhibit "C" hereto on the terms



and conditions specified in the Lease Agreement attached hereto as Exhibit "D". The parties intend by this agreement to irrevocably commit AWC to the transfer to NKWD of all of the Water System described in paragraph 3 hereof on the terms specified herein.

3. Description of Water System. The Water System to be acquired by purchase and gift by the NKWD and sold and transferred by the AWC shall consist of all the physical properties, real properties (including all water rights and easements), personal and mixed, including, without limitation, those assets specifically listed on the attached Exhibits, that comprise, form a part of or are used or usable in the water distribution system owned and operated by the AWC as of the date of this Agreement, together with all additions and improvements thereto made prior to the Closing Date and certain office furniture, equipment and billing and payroll software and accounts receivable derived from billings to customers of the Water System. The Water System shall not include, cash on hand or in banks, evidences of indebtedness or securities, pre-paid insurance, any and all other intangible personal property or intangible assets which are not specifically part of the physical plant of the water distribution system, and accounts receivable except from billings to customers,. The general boundaries of the Water System are as described on Exhibit A. Without limiting the generality of the foregoing, the Water System shall include:

- (a) All water distribution mains, valves, valve boxes, installed meters, house service connections up to the property line, and any and all property and appurtenances which are attached to and used in connection with the

MICROFILMED

MAR 23 2004

operation of the Water System, as more specifically described on Exhibit F, attached hereto and made a part hereof;

- (b) All well sites, water intake sites, well pumps, discharge systems, control houses, motors, controls, equipment, tanks, chemical feed equipment, and water lines which are attached to and used in connection with the operation of the Water System, as also more specifically described on Exhibit G;
- (c) The interest of AWC as Lessee in certain equipment described in Exhibit H subject to a modification of the terms of the lease agreement pertaining to each item of equipment permitting the termination, without cost or penalty except monthly installments of rent accrued through the termination date, of such agreements by either the lessor or lessee upon sixty days written notice;
- (d) The right, title and interest of the AWC in and to any and all easements used in connection with the Water System;
- (e) Any and all customers, lists meter books, maps, plans and customers' records for all installed equipment or system components described in (a) above which the AWC has in its possession; and
- (f) The uncollected balance of all accounts receivable from billings to customers of the Water System plus the prorated unbilled charges for water service as of the Closing Date.

4. Time and Place of Closing. The closing shall be held on the November 24, 1998.

The closing shall be at 9:00 a.m. at the offices of Robert Covington, 8884 North



Government Way, Suite A, Hayden, Idaho, or at such other place as the NKWD may designate by notification in writing addressed to the AWC at least ten (10) days before the Closing Date, unless a different date or a different time or place is agreed to in writing by the NKWD and the AWC. The time and date designated for consummating and closing the sale is herein called the "Closing Date".

5. Purchase Price. The purchase price to be paid by the NKWD to the AWC for the Water System as described in Paragraph 3 and the several subparagraphs thereof shall be the sum of:

- (a) The amount of One Million Nine Hundred Ninety-nine Thousand Nine Hundred Ninety-nine Dollars (\$1,999,999) for the property described in Paragraph 3 above shall be paid at closing in the form of the Promissory Note of NKWD in the amount of (\$1,999,999.00) due and payable sixty days from the Closing Date;
- (b) The value at current wholesale replacement cost of all inventory listed on Exhibit I and equipment listed as purchased on Exhibit H;
- (c) The amount actually received by NKWD from all accounts receivable of AWC as listed on the accounts receivable ledger of Allied Water Company dated November _____, 1998, a copy of which has been initialed by each party and is incorporated by reference as a part of this instrument.

6. Risk of Loss. The parties acknowledge and agree that the NKWD, prior to the Closing Date provided hereunder, assumes no risk of loss whatever with respect to all or

MICROFILMED
MAR 29 2004



any part of the Water System. In the event that, prior to the Closing Date, any component or components of the system are materially damaged, AWC agrees to pay costs of repairing such damage to the satisfaction of the NKWD and the estimated costs of repairs to the system due such damage shall be held by the closing agent until such repairs are completed and payment in full by AWC is accomplished.

7. Condition Precedent. The obligations of the AWC hereunder are subject to the AWC's providing, as may be required in the opinion of the AWC's counsel, notice to the Idaho PUC of this transaction. The NKWD, without agreeing to bear any costs, agrees to use its best efforts to assist the AWC in complying with this condition precedent.

8. Property Taxes. The parties understand that any real or personal property taxes applicable to the Water System will be paid by the AWC as of and to the Closing Date.

9. Utility Bills. The parties understand that any billings for electricity or gas applicable to the Water System will be apportioned between them as of the Closing Date. As of the Closing Date, NKWD will cause responsibility for all such utility accounts utilized by the Water System to be transferred to NKWD.

10. Billed Accounts. The amounts to be paid by the NKWD to the AWC under Paragraph 5 (c) hereof shall be paid by NKWD to AWC within thirty days of the Closing

MICROFILMED

MAR 29 2004



Date to the extent received by NKWD, and thereafter, within thirty days of receipt of payment by NKWD from the customer.

11. Other Matters: On the condition that the following arrangement obtains all necessary regulatory approvals, does not increase the cost of liability insurance to Purchaser, Purchaser is fully indemnified by Charles Ford against all liability, and is a lawful commitment by Purchaser, Purchaser will agree to maintain in its current condition the grassed areas on a portion of the Hayden Pines well lot without additional expense to Seller.

As a part of the purchase, Purchaser agrees that it will not supply water to new subdivisions developed or owned, all or in part, by Robert Turnipseed and George Andrel or any entity owned or controlled by either or both of them in the Hillside service area for a period of three years from the date of closing or until such persons have paid to Seller the sum of \$25,000, whichever first occurs, in satisfaction of an obligation of such persons to compensate Seller for one-half of the cost of a booster pump station installed in the Hillside area in 1996. The Purchaser's obligation in this regard is subject to a determination by Purchaser's counsel that Purchaser may lawfully withhold water service to such areas due to the delinquency of Turnipseed and Andrel in paying the obligation due Seller described herein.

12. Representations, Warranties, and Agreements by the AWC. The AWC represents, warrants and agrees to and with the NKWD as follows:

A large, stylized handwritten signature in black ink, possibly reading 'BW' or similar, is written over the bottom right portion of the page, partially overlapping the microfiche stamp.

- (a) That it and Allied Water are, and on the Closing Date will be, corporations duly organized and in good standing under the laws of the State of Idaho and duly authorized to do business in the State of Idaho.
- (b) That it has taken all necessary corporate and legal action to authorize execution, delivery and performance on its part of this Agreement and the performance hereof by it will not be in contravention of its Articles of Incorporation or By-Laws or any contract or agreement to which it is a party or subject;
- (c) That it will operate and maintain the Water System as a going concern, until the Closing Date, and that it will not dispose of any part or the Water System prior to the Closing Date;
- (d) That from the date of this Agreement to the Closing Date there will not be any material adverse change in the operation of the Water System, and the AWC has not and will not enter into any transactions, involving the Water System except transactions entered into in the ordinary course of business;
- (e) After the date of the Agreement, the AWC will not, without prior written approval of the NKWD, which approval shall not be unreasonably withheld or delayed and which approval shall be waived automatically in the event of an emergency, contract for any improvements to the Water System, the costs of which in the aggregate exceed Five Thousand Dollars (\$5,000.00);
- (f) That, it has, or will have in the case of any additions to the Water System

MICROFILMED

MAR 29 2004



acquired between the date hereof and the Closing Date, good title to the physical plant comprising the Water System, and it will have such title on the Closing Date; such title on the Closing Date will not be encumbered or proper provision will have been made for payment and release of any existing encumbrances; and that it is the owner of all water meters installed as of this date and as of the Closing Date;

- (g) That there is not now any litigation, suit, or governmental proceeding pending, or to its knowledge threatened, which might adversely affect its title to, right to, possession of, or right to use the Water System, or which might interfere with the sale and purchase contemplated hereby, and it will promptly notify the NKWD in writing if any litigation, suit, or governmental proceeding shall be instituted or threatened prior to the Closing Date;
- (h) That it has rights-of-way and /or easements sufficient to authorize maintenance of all its Water System water mains over private lands and public highways and it has good and sufficient rights to keep and maintain the Water System in the manner in which the same is now maintained and kept; it is owner of record of all such right and title to the assets of the Water System, and title to such assets shall be conveyed by Warranty Deed and Bill of Sale warranting ownership free and clear of all liens and encumbrances.
- (i) The AWC warrants that the system is in good operating condition, without substantial leakage or equipment known to be non-functional and that there

MICROFILMED

9

MAR 29 2004



are no needed repairs which have not been disclosed in writing to NKWD.

AWC further warrants that it has no knowledge of any element of the system which has been the subject of any notice from any regulatory agency advising AWC that such elements are not in compliance with current regulatory requirements. AWC warrants that its well sites, plant and equipment comply with all applicable regulatory requirements.

- (j) The AWC shall save and hold harmless the NKWD from any and all claims, suits and judgments, including litigation expenses and attorney's fees, whether arising in law or equity for any act or omission occurring prior to the Closing.

13. Conditions to the NKWD's Obligations. In addition to the provisions of Paragraph 7, the obligations of the NKWD to close under this Agreement are subject to the satisfaction of the following conditions precedent:

- (a) All representations and warranties expressly stated on the face of this Agreement of AWC shall be true and correct as of the date of this Agreement, and shall be true and correct on and as the Closing Date, but not beyond, with the same force and effect as though such representations and warranties had been made on the Closing Date;
- (b) AWC shall have fully complied with all covenants and agreements on its part to be performed as provided under the terms and provisions of this Agreement;

MICROFILMED
10
MAR 29 2004



- (c) The NKWD shall have received all documents and instruments required under the provisions of Paragraph 14 hereof; and
- (d) No representation or warranty expressly stated on the face of this Agreement by the AWC, nor any statement or certificate furnished or to be furnished by the AWC pursuant hereto or in connection with the transaction contemplated herein, shall contain any untrue statements of a material fact.

14. Documents to be Delivered by the AWC on the Closing Date. The AWC shall prepare or cause to be prepared for delivery to the NKWD on the Closing Date the following documents:

- (a) Good and sufficient warranty deeds, bills of sales, assignments and other instruments of conveyance and transfer acceptable to counsel for the NKWD as shall be necessary to convey and vest in the NKWD good title to all of the properties described in Paragraph 3 free and clear of any and all liens and other encumbrances and to convey to and vest in the NKWD the AWC's right, title and interest in the property described in Paragraph 3, except to the extent of assets to be leased to NKWD by AWC;
- (b) A chattel mortgage, judgment and Federal lien search covering a date not later than the Closing Date showing no chattel mortgages, judgments or Federal liens outstanding against the AWC; the AWC shall also obtain title insurance at AWC expense as to all parcels of real estate conveyed. The amount of such insurance as to each parcel shall not be less than current

MICROFILMED
14 APR 29 2004



assessed fair market value as listed in the Kootenai County Assessor's office.

- (c) Articles of Incorporation of the AWC and all amendments thereto certified by the Secretary of State of the State of Idaho;
- (d) Certificate of Good Standing of the AWC by, the Secretary of State of the State of Idaho dated not more than sixty (60) days prior to the Closing Date;
- (e) Certificate of the Secretary of the AWC dated as of the Closing Date, with respect to corporate standing, by-laws, incumbency of officers and their signatures, and corporate director resolutions authorizing the performance of the Agreement;
- (f) Opinion of counsel of the AWC addressed to the NKWD dated as of the Closing Date to the effect that:
 - (1) All necessary and appropriate corporate action has been taken by the AWC to authorize the execution and delivery of this Agreement and the instruments delivered by the AWC in the performance hereof, and this Agreement and the instruments delivered by the AWC to the NKWD are valid in accordance with their terms and effective to transfer to the NKWD good title to the physical plant of the Water System as defined in Paragraph 3 hereof, and the right, title and interest of the AWC in the property described in Paragraph 3, free and clear of all liens and encumbrances;



- (2) There are no litigation or tax assessments pending or threatened which affect the title of the AWC to any of its assets subject to the Agreement or the ability to transfer same to the NKWD.

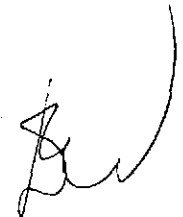
15. Additional Acts and Documents. If at any time after the Closing Date it shall appear that additional acts or bills of sale, deeds, assignments or other papers are reasonably necessary to complete or perfect the transfer of any part of the Water System to the NKWD, the AWC agrees to take such action and to execute such additional bills of sale, deeds, easements, assignments or other papers upon the written request of the NKWD.

16. Notices. All notices in connection with this Agreement shall be given when mailed by certified mail, postage prepaid, on the NKWD, to the Secretary, North Kootenai Water District, Maimie Moore, P.O. Box 883, Rathdrum, ID, 83858, with a copy to Robert Covington, Attorney, 8884 North Government Way, Suite A, Hayden Lake, Idaho, 83835 and on the AWC to 8601 North Hayden Pines Way, Hayden, ID, 83835, with a copy to Norman Gissel, 1424 Sherman Avenue, Suite 100, Coeur d'Alene, ID, 83814.

17. Assignments and Applicable Law. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the AWC and upon the successors of the NKWD and shall be determined to be an Idaho contract and any matter concerning this Agreement shall be determined by Idaho law.

MICROFILMED

MAR 29 2004



18. Invalidity. If any term or provision of this Agreement of the application thereof to any person or persons shall to any extent be invalid or unenforceable as finally determined by any court of competent jurisdiction, this Agreement may, at the option of either party, be canceled and terminated, and all obligations, undertakings and liabilities of the parties hereto shall thereupon automatically be terminated, released and discharged.

19. Assignment of Warranties. The AWC will assign to the NKWD on the Closing Date all warranties by vendors or contractors who have installed facilities for the AWC which may then be in effect and also cooperate with the NKWD in enforcing any warranty.

20. No Broker Involved. The parties hereto acknowledge that no finder or broker is involved in this transaction.

21. Improvements. AWC shall undertake no improvements other than ordinary maintenance of the Water System prior to the Closing Date.

22. Representations by the NKWD. Subject to the provisions of Paragraph 7 (a), the NKWD represents, warrants and agrees to and with the AWC that it has taken all necessary corporate and legal action to authorize the execution, delivery and performance on its part of this Agreement and that the performance hereof by it will not be in contravention of any resolutions, ordinances, laws, contracts or agreements to which it is a party or subject. On or before the Closing Date, the NKWD shall deliver to the AWC certified copies of all resolutions or ordinances authorizing the execution and performance by the NKWD of this Agreement. The NKWD shall save and hold harmless the AWC and its directors, officers, employees, representatives and agents from and all claims, suits, and judgments, including litigation expense and attorney's fees, relating to the authority, propriety or appropriateness of the NKWD executing or performing this Agreement.

MICKO, INC.

MAR 29 2004



23. Future Operations. The NKWD shall save and hold harmless the AWC, and its directors, officers, employees, representatives and agents, from any and all claims, suits, and judgments arising, including litigation expenses and attorney's fees, relating to any rates, rules, regulations and conditions of service that the NKWD may apply to the customers of the Water System, or from any other claim, suit or judgment arising from operation of the Water System from and after the Closing Date.
24. Contracts Assumed by NKWD. As of the Closing Date, the NKWD agrees to assume the liabilities and obligations of the AWC pursuant to the Contracts listed on Exhibit K. The NKWD shall assume no liabilities and obligations of AWC not disclosed on Exhibit K. AWC represents and warrants that all liabilities and obligations affecting the Water System are disclosed on Exhibit K.
25. Closing Costs. The AWC and the NKWD each agree to pay all legal fees and expenses, closing costs, and title charges, that may be incurred by that party in connection with the preparation, execution and performance of this Agreement and the Closing and neither party shall have any obligation to pay such cost(s) for the other party.
26. Employees. AWC represents and warrants that all of its employees are employed as "at will" employees, subject to termination without cause. On the Closing Date, the employment of each employee will be terminated by AWC and all compensation of any nature, except accrued vacation, due such employee from AWC shall be paid in full. NKWD agrees to hire such employees on terms to be negotiated by NKWD and each of such employees.

MICROFILMED

MAR 29 2004



27. Bulk Sales. NKWD waives compliance with the provisions of any applicable bulk sales laws, and the AWC agrees to indemnify NKWD from any liability incurred as a result of the failure to so comply.

28. Sales and Use Taxes. NKWD will pay all recording fees and all sales and use taxes payable in connection with the sale, transfer, deliveries, and assignments to be made to NKWD hereunder.

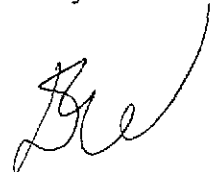
29. Publicity. NKWD and AWC agrees that all notices to third parties and all other publicity concerning the transactions contemplated by this Agreement shall be jointly planned and coordinated between them, and neither party shall act unilaterally in this regard without the approval of the other, such approval not to be unreasonable withheld or delayed.

30. Further Actions. The parties agree to use all necessary diligence and take all action as may be required to consummate the transaction herein contemplated.

31. Non Waiver. The failure of a party to insist upon compliance by the other party with any of the terms or conditions of this Agreement shall not be construed as a waiver of that party's right to insist on such compliance in the future.

32. Entire Agreement. It is understood and agreed that all understandings and agreements between parties with respect to the sale and purchase of the Water System are merged into this Agreement, which alone fully and completely expresses the agreement of the NKWD and the AWC.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their respective officers thereunto duly authorized



ORIGINAL

and their respective corporate seals to be hereunto affixed and attested by their respective officers
having custody thereof the day and year first above written.

NORTH KOOTENAI WATER DISTRICT

Charles A. Ford
CHARLES A. FORD

By: L. Dean Keston Chairman

(SEAL)

ATTEST:

Maimie F. Moore
Clerk

ALLIED WATER, INC.

By: William A. Hudson

(SEAL)

ATTEST:

Nancy L. Trunkle
Secretary

HAYDEN PINES WATER COMPANY

By: Charles A. Ford

(SEAL)

ATTEST:

Nancy L. Trunkle
Secretary

MICROFILMED BW

MAR 29 2004

EXHIBIT A

General description of system assets

All real and personal property, tangible and intangible, utilized in the operation of the Idaho Public Utilities regulated water supply company, whether known as Allied Water, Hayden Pines Water Company, Market Investments, Inc., Idaho Contractors, Inc., or Charles Ford, or other entities controlled directly or indirectly by Charles Ford, including all wells, water mains, water service lines, water meters, rolling stock, equipment, pumps, motors, parts, reservoirs, tanks, pump houses, easements both prescriptive and consensual, rights-of-way, office equipment and supplies, buildings, communications equipment, accounts receivable, supplying water to areas including, without limitation, the following real property subdivisions and areas:

SUBDIVISIONS

1. Loch Haven Hills Subdivision
2. Loch Haven Hills Subdivision First Addition
3. Loch Haven Hills Subdivision Second Addition
4. Loch Haven Hills Subdivision Third Addition
5. Loch Haven Hills Subdivision Fourth Addition
6. Loch Haven Hills Subdivision Fifth Addition
7. Loch Haven Hills Subdivision Sixth Addition
8. Loch Haven Hills Subdivision Seventh Addition
9. Loch Haven Hills Subdivision Eighth Addition
10. Loch Haven Village
11. Hayden View Estates Subdivision
12. Hayden View Estates Subdivision First Addition
13. Hayden View Estates Subdivision Second Addition
14. Hayden View Estates Subdivision Third Addition
15. Hayden View Estates Subdivision Fourth Addition
16. Hayden View Estates Subdivision Fifth Addition
17. Hayden View Estates Subdivision Sixth Addition
18. Hayden View Estates Subdivision Seventh Addition
19. Hayden View Estates Subdivision Eighth Addition
20. Hayden View Estates Subdivision Ninth Addition
21. Deleted
22. Woodland Heights Subdivision First Addition
23. Woodland Heights Subdivision Second Addition

MICROFILMED

MAR 23 2004



24. Woodland Heights Subdivision Third Addition
25. Woodland Heights Subdivision Fourth Addition
26. Woodland Heights Subdivision Fifth Addition
27. Woodland Heights Subdivision Sixth Addition
28. Meadowland Acres
29. Hayden Orchards Subdivision
30. Atlas Acres Subdivision
31. Ohio Match Estates Subdivision
32. Avondale on Hayden Subdivision
33. Avondale on Hayden Subdivision First Addition
34. Avondale on Hayden Subdivision Second Addition
35. Avondale on Hayden Subdivision Third Addition
36. Avondale on Hayden Subdivision Fourth Addition
37. Avondale on Hayden Subdivision Fifth Addition
38. Avondale on Hayden Subdivision Sixth Addition
39. Avondale on Hayden Subdivision Seventh Addition
40. Avondale on Hayden Subdivision Ninth Addition
41. Avondale on Hayden Subdivision Tenth Addition
42. Avondale on Hayden Subdivision Eleventh Addition
43. West Hayden Estate Subdivision
44. Point Hayden Subdivision
45. Point Hayden Subdivision, Blocks 4 & 5
46. Foxborough Subdivision
47. Twin Lakes Village Subdivision
48. Twin Lakes Village Subdivision First Addition
49. Twin Lakes Village Subdivision Second Addition
50. Twin Lakes Subdivision
51. Fredes - Pinehurst Subdivision
52. Percy Cochran Beach Subdivision
53. Percy Cochran Tracts Subdivision
54. Dellar Beach Subdivision

MICROFILMED

MAR 25 2004



55. Dellar Beach Subdivision, Amended
56. Fir Grove Addition to Fish Lake Subdivision
57. Freeman Subdivision
58. St. Jeor Lake Homesites Subdivision
59. Echo Beach Subdivision
60. Hillrise Subdivision
61. Lake View Addition to Lower Twin Lakes
62. Lake View Addition to Lower Twin Lakes, First Addition, Blocks 3, 4, 5, & 6
63. Lake View Additon to Lower Twin Lakes, First Addition, Blocks 1 & 2
64. Seltice Commercial Park
65. Silver Sands Subdivision
66. Mountain View Terrace
67. Mountain View Terrace First Addition
68. Grouse Meadows
69. Hayden Pines Mobile Home Court
70. Prairie Shopping Center
71. Prairie Commerce Park
72. Valley Green
73. Chilco Estates
74. Timberview Estates
75. Pinetree Ranch
76. Kirkpatrick Acres
77. Abbott Dells
78. Springrock Estates

MICROFILMED

MAR 29 2004

A handwritten signature in dark ink, appearing to be 'LW' or similar, located in the bottom right corner of the page.

79. Mark House
80. Forest Hills
81. Pine Tree Estates
82. Charlie's Acres
83. Bullpine Estates
84. Sturgeon Estates
85. Concrest

AREAS NOT SUBDIVIDED BUT WITHIN THE AWC SERVICE AREA

1. Honeysuckle Avenue between Government Way and Highway 95
2. South Honesuckle Avenue West of Highway 95 to Leisure Park
3. Government Way from Honesuckle Avenue to Prairie Avenue
4. North Side of Prairie Avenue West of Highway 95 to Grouse Meadows
5. East Ohio Match Road to Rimrock Road
6. Louisiana Pacific Mill Site
7. Rimrock Golf Course
8. Rimrock Road from Lakeview to Lancaster
9. East Lancaster from Highway 95 to 4350 Lancaster
10. West Lancaster from Highway 95 to Ball Park
11. Gunning Road
12. 19th Hole
13. Par Three Golf Course
14. The South 230' of the North 294' of tax Number 539, Section 8, Township 54 North, Range 4 West Boise Meridian, Kootenai County, Idaho.

MICROFILMED

MAR 29 2004



15. The North 64' of Tax Number 539, Section 8, Township 52 North, Range 4 West Boise Meridian, Kootenai County, Idaho.
16. The North 346' of Tax Number 9123, Section 17, Township 52 North, Range 4 West Boise Meridian, Kootenai County, Idaho.
17. Tax Number 9123, except the North 346' and except the East 355.68', Section 17, Township 52 North, Range 4 West Boise Meridian, Kootenai County, Idaho.

MICROFILMED

MAR 29 2004

ORIGINAL

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided, if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s).	Adjudication Claim No(s).	Split	Water Right No(s).	Adjudication Claim No(s).	Split
95-8639					

2. The following **REQUIRED** information must be submitted with this form:

- The appropriate **FILING FEE**. See instructions for fee amounts.
- A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question. **WITH ATTACHED LEGAL DESCRIPTION.**
- Either of the following (if necessary to clarify division of water rights or other complex property descriptions): **PLAT OF PROPERTY** or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).

OR

If your water right(s) and/or adjudication claim(s) are for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s)

Hayden Pines Water Company

P.O. Box 992 Hayden Lake, Idaho 83835

4. New Owner/Claimant(s)

North Kootenai Water District

Name Connector (Check one): ☐ and, ☐ or, ☐ and/or

New Mailing Address

P.O. Box 2290

City, State and ZIP Code

Hayden, Idaho 83835

New Telephone Number

(208) 772-3619

5. Date you acquired the property

1996

MICROFILMED

MAR 29 2004

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate space in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(S) or Claimants(s)
(include title if applicable)

[Handwritten Signature]
President

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only

Received by AB
 Receipted by AB
 Processed by _____ AJ

Date 5/16/02
 Date 5/16/02
 Date _____

Fee \$25⁰⁰
 Receipt No. N015013
 WR _____ Date _____

RECORD OF REAL ESTATE OWNERSHIP — STATE OF IDAHO

Buyer Owner Hayden Pines Water Co., Inc.

(Name)

Seller Robert E. Manger

(Name)

County Kootenai

(Name)

Section 11 Township 51 N Range 4 W

Date of Purchase June 24, 1988

Company Reference Name _____

Statement of Intended Use Well Lot

☒ Operating

☐ Non-operating

What Balance Sheet Account is this Property Placed in or Transferred to? _____

FOR TAX COMMISSION USE

C.C. Ref. No. TCO-28-04-15-15

CLASSIFICATION OF PROPERTY

☒ Operating

☐ Non-operating

LEGAL DESCRIPTION OF PROPERTY: (Limit to single parcel per page where practical)

A portion of the Northeast quarter of Section 11, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

Beginning at the North quarter corner of said Section 11, as recorded in Book 6, Record of Surveys, at Page 40; thence South $00^{\circ}22'32''$ West, 208.00 feet along the west line of said Northeast quarter of Section 11, to the True Point of Beginning for this description, being the southwest corner of that certain parcel currently owned by the Hayden Pines Water Company; thence South $89^{\circ}56'50''$ East, 208.00 feet along a line parallel to and 208.00 feet south of the north line of said Northeast quarter of Section 11, and along the south line of the Hayden Pines Water Company parcel, to the southeast corner of the parcel currently owned by Hayden Pines Water Company; thence South $00^{\circ}22'32''$ West, 50.00 feet along a line parallel with and 208.00 feet east of the west line of said Northeast quarter of Section 11; thence North $89^{\circ}56'50''$ West, 208.00 feet along a line parallel to and 238.00 feet south of the north line of said Northeast quarter of Section 11; thence North $00^{\circ}22'32''$ East, 50.00 feet along the west line of said Northeast quarter of Section 11 to the True Point of Beginning for this description.

Lancaster

MICROFILMED

MAR 29 2004



PARCEL 7

Lancaster Well

FIRST AMERICAN TITLE COMPANY
1044 NORTHWEST BOULEVARD
COEUR D'ALENE, IDAHO 83814
(208) 667-0567

NOVEMBER 16, 1998

WELCH COMER & ASSOCIATES
1626 LINCOLN WAY
COEUR D'ALENE, IDAHO 83814

ATTN: DOUGLAS BLACK

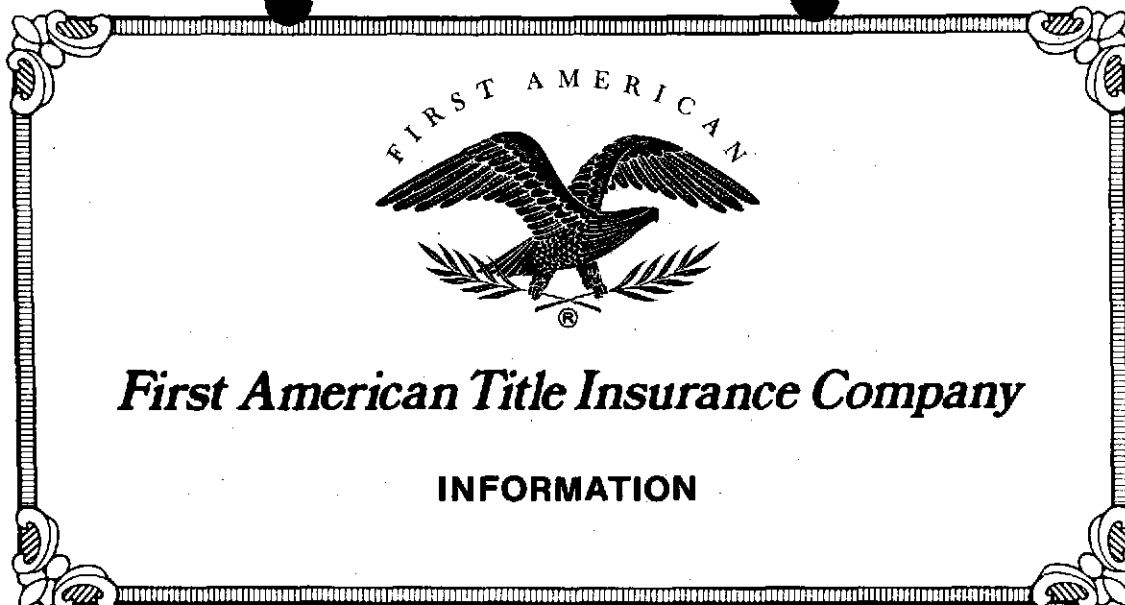
ORDER NO. 35807-B

RE: NORTH KOOTENAI WATER
DISTRICT

COMMITMENT ENCLOSED.

THANK YOU FOR CHOOSING
FIRST AMERICAN TITLE!

MICROFILMED
MAR 29 2004



First American Title Insurance Company

INFORMATION

The Title Insurance Commitment is a legal contract between you and the company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

TABLE OF CONTENTS

	Page
AGREEMENT TO ISSUE POLICY	1
SCHEDULE A	
1. Commitment Date	2
2. Policies to be Issued, Amounts and Proposed Insureds	2
3. Interest in the Land and Owner	2
4. Description of the Land	2
SCHEDULE B-1 — Requirements	3
SCHEDULE B-2 — Exceptions	4
CONDITIONS	other side of 1

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, please contact the issuing office.

MICROFILMED

MAR 29 2004

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

The Requirements in Schedule B-1.

The Exceptions in Schedule B-2.

The Conditions on the other side of this page 1.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.



First American Title Insurance Company

BY *Parker S. Kennedy* PRESIDENT

ATTEST *Mark R. Arnesen* SECRETARY

BY *Beverly Spencer* COUNTERSIGNED
MICHAEL

MAR 29 2004



SCHEDULE A

1. Commitment Date: October 9, 1998
at 8:00 a.m.

Commitment No. 35807-B

2. Policy or Policies to be issued:

Policy Amount

Premium

(X) **Owners Policy**
(Form 1402.92, 10-17-92)
Proposed Insured:

\$TBD

\$TBD

TO BE DETERMINED

() **Extended Coverage Loan Policy**
(Form 1056.92, 10-17-92)
Proposed Insured:

\$

\$

() **Endorsements:**

\$

() **Recordings:**

\$

() **Extra Chains:**

\$

3. FEE SIMPLE ESTATE in the land described in this Commitment is owned, at the Commitment Date, by:

CHARLES A. FORD

4. The Land referred to in this Commitment is located in Kootenai County, State of Idaho, and described as follows:

SEE ATTACHED EXHIBIT "A"

MICROFILMED

MAY 29 2004



EXHIBIT "A"

The North 208 feet of the West 208 feet of that part of the Northeast quarter of Section 11, Township 51 North, Range 4, W.B.M., lying west of Highway 95, Kootenai County, Idaho.

AND

A portion of the Northeast quarter of Section 11, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

BEGINNING at the North quarter corner of said Section 11, as recorded in Book 6, Record of Surveys, at Page 40; thence

South $00^{\circ}22'32''$ West, 208.00 feet along the West line of said Northeast quarter of Section 11, to the TRUE POINT OF BEGINNING for this description, being the Southwest corner of that certain parcel currently owned by the Hayden Pines Water Company; thence

South $89^{\circ}56'50''$ East, 208.00 feet along a line parallel to and 208.00 feet South of the North line of said Northeast quarter of Section 11, and along the South line of the Hayden Pines Water Company parcel, to the Southeast corner of the parcel currently owned by the Hayden Pines Water Company; thence

South $00^{\circ}22'32''$ West, 50.00 feet along a line parallel with and 208.00 feet East of the West line of said Northeast quarter of Section 11; thence

North $89^{\circ}56'50''$ West, 208.00 feet along a line parallel to and 238.00 feet South of the North line of said Northeast quarter of Section 11; thence

North $00^{\circ}22'32''$ East, 50.00 feet along the West line of said Northeast quarter of Section 11 to the TRUE POINT OF BEGINNING for this description.

LESS AND EXCEPT that portion, if any, lying within the boundaries of Rimrock Road.

MICROFILMED

MAR 23 2004



Form No. 1344-1 (1982)
ALTA Plain Language Commitment
ORDER NO. 35807

SCHEDULE B - SECTION 1
Requirements

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded.
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who has an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.

For further information regarding this report please contact:

FIRST AMERICAN TITLE COMPANY
1044 NORTHWEST BOULEVARD
P.O. BOX 816
COEUR D'ALENE, IDAHO 83814

PHONE: (208) 667-0567
ESCROW DEPT. FAX: (208) 765-2050
TITLE DEPT. FAX: (208) 765-1376

TITLE OFFICER: Beverly Spencer

ESCROW OFFICER:

PLEASE ACCEPT OUR SINCERE THANKS FOR ALLOWING US TO BE OF SERVICE TO YOU. WE GREATLY APPRECIATE THE FACT THAT YOU HAVE CHOSEN TO DO BUSINESS WITH US; AND IN RETURN, WE PLEDGE OUR CONTINUING EFFORTS TO OFFER YOU THE BEST SERVICE POSSIBLE.

eh

MICROFILMED

MAR 29 2004



SCHEDULE B - SECTION 2
Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

PART 1:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims: reservations or exceptions in patents or in acts authorizing the issuance thereof: water rights, claims, or title to water.
6. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

7. General taxes for the year 1998, a lien in the process of assessment not yet due or payable.

8. Matters as shown on survey:

Recorded: June 30, 1981
Instrument No.: 879753, Book 3, page 79

9. Assessments, if any, levied by the City of Hayden, for which we find no delinquencies of record.

10. Right of Way Easement to Kootenai County for road purposes, recorded February 3, 1996 in Book "A" of Right of Ways at Page 17, records of Kootenai County, Idaho.

11. Easement:

Granted to: Washington Water Power Company, a corporation
Recorded: January 30, 1997
Instrument No.: 1477789

MICROFILMED

MAR 29 2004



SCHEDULE B - SECTION 2
EXCEPTIONS - continued

12. Mortgage to secure an indebtedness in the principal sum of \$100,000.00:

Dated: November 9, 1989
Recorded: November 27, 1989
Instrument No.: 1167743
Mortgagor: Hayden Pines Water Co., Inc., an Idaho Corporation
Mortgagee: Market Investments, Inc., a Wyoming corporation

13. Agreement and Assignment upon the terms, conditions and covenants contained therein:

Dated: February 13, 1981
Recorded: February 13, 1981
Instrument No.: 867556

14. Agreement contained in Memorandum of Contract upon the terms, conditions and provisions contained therein:

Dated: October 19, 1979
Recorded: November 5, 1978
Instrument No.: 824804

15. The Effect of Quitclaim Deed:

Recorded: June 11, 1997
Instrument No.: 1493563

16. The Effect of Deed of Trust to secure an indebtedness in the principal sum of \$2,216,703.54, and any other amounts and/or obligations secured thereby:

Dated: May 19, 1997
Recorded: June 11, 1997
Instrument No.: 1493564
Grantor: Allied Water, Inc., an Idaho corporation
Trustee: Kootenai County Title Company, Inc.
Beneficiary: Hayden Pines Water Company, an Idaho corporation

17. The Effect of Financing Statement:

Recorded: June 16, 1997
Instrument No.: 1494043
Debtor: Allied Water, Inc., an Idaho Corporation
Secured Party: Hayden Pines Water Company, an Idaho corporation

18. Title to vest in the name of a person or persons to be submitted and when so vested will be subject to matters which may be disclosed by a search of the Records against the name of said person or persons.

19. Question of marital status of party herein named on date of acquiring title. If then joining in execution of forthcoming Instrument, recital therein of the fact will be sufficient; otherwise, present ownership of the community interest of spouse on said date must be determined:

Party: Charles A. Ford

END OF SCHEDULE "B" EXCEPTIONS

MICROFILMED

MAR 29 2004



NOTES SECTION

1. There is no notice of record and therefore no search has been made for any unpaid assessments, charges or fees for sewer, water, garbage, irrigation, waste disposal fees, and other possible utility services.
2. If the proposed insured under the Policy to issue has any questions concerning the coverage or exclusions from coverage, the Company will be pleased to provide an explanation.
3. In the event that this transaction fails to close, a minimum fee of \$100.00 will be charged to comply with the State Insurance Code.

MICROFILM

MAR 29 2004

N. R. 4 W. B. M.

H-0000-011-

ROAD

1.115 Ac
(1500)
O.P.

200' 2

2

1

11

12

(1100)

4.731 Ac

13125

408.38'

(1500)

23.427 Ac

(1500)

116.877 Ac

No. 95

WAY

GOVERNMENT

141.7'

1857.35'

220'

597.39'

339

II-339-AA

48.681 Ac

IN CITY

346

II-346-ZZ

9.123 Ac

This sketch is furnished without charge solely for the purpose of assisting in locating premises and the company assumes no liability for inaccuracies therein

7272

(1100)

83.426 Ac

H-0000-011-5050

35.068 Ac

7298

1633 Est No.

MICROFILMED

MAR 29 2003

H-0000-011-7723

10319

22171 Ac

Village

2403.20'

RECEIVED

JAN 09 1995

Department of Water Resources

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

FOR OFFICE USE ONLY

Amt. of Fee \$: 100.00

Receipt No. 0031942

Receipt By: RT

Date Received: 1/9/95

PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources considers this form a statement that the permit holder(s) has/have completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee, when necessary, or be accompanied by a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

1. Permit No. 95-08639 Telephone No. (208) 772-3619

2. Name(s) of Permit Holder(s): Hayden Pines Water Company, Inc.

3. Mailing Address: P O Box 992 Hayden Idaho 83835

4. Source of Water: Groundwater If GROUNDWATER (well), Date Drilled: mo. June / yr. 90

a. Well Driller: H2O Well Service Drilling Permit Number: 95 - 90 - N - 17

b. OPTIONAL:

Pump Horsepower: 75HP Pressure (psi): 85 Dynamic pumping level (ft):

5. Use(s) (as authorized by the water right permit):

Domestic (No. of households): 975 Stockwater (No. and type of stock): 40 Horses

Irrigation (No. of acres): 200 Other: Industrial & Commercial

6. Total rate of diversion and/or volume for which proof is submitted: 1.00 cfs OR acre feet

7. Measuring Device Requirement: (refer to the approval conditions on your permit and respond accordingly)

(This question is not optional. Please check either yes or no. Proofs returned not checked accordingly, will be considered incomplete)

Measuring Device: Is a measuring device required?

Yes ☒ or No

Has the measuring device been installed?

Yes ☒ or No

Flow Measurement Port: Is a flow measurement port required?

Yes or No ☒

Has the measurement port been installed?

Yes ☒ or No

8. Fee Enclosed: \$ 100.00 (See Fee Schedule on back of the instructions for filing proof of beneficial use)

9. Person to contact to accompany the Department representative during field examination of the water system.

Name: Charles A. Ford or Robert A. Roe Telephone Number: (208) 772-3619

Address: 1841 W Hayden Ave - P O Box 992 Hayden Idaho 83835

10. The information given on this form is my true statement of the extent to which the above numbered permit has been developed and I relinquish any undeveloped portion of the permit to the State of Idaho.

Signature of permit holder: Charles A. Ford President Date: JAN 20 1995

(include your title, if on behalf of company or organization)

State of Idaho
Department of Water Resources
Permit To Appropriate Water

NO. 95-08639

Proposed Priority: January 5, 1990 Maximum Diversion Rate: 1.00 CFS
This is to certify, that HAYDEN PINES WATER CO. INC.

P.O. BOX 992
HAYDEN, ID 83835

has applied for a permit to appropriate water from: GROUNDWATER
and a permit is APPROVED for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>
IRRIGATION	03/15 to 11/15	1.00 CFS
INDUSTRIAL	01/01 to 12/31	0.50 CFS
COMMERCIAL	01/01 to 12/31	0.50 CFS
DOMESTIC	01/01 to 12/31	1.00 CFS
Totals		1.00 CFS

LOCATION OF POINT(S) OF DIVERSION: NWNWNE Sec. 11, Township 51N, Range 04W
KOOTENAI County

PLACE OF USE: IRRIGATION

<u>TWN RGE SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
51N 03W 5	NESW 2	NWSW 2	SWSW 2	
	SESW 2	NWSE 2	SWSE 2	12
6	NESW 2	LOT 6(NWSW) 2	LOT 7(SWSW) 2	
	SESW 2	NESE 2	NWSE 2	
	SWSE 2	SESE 2		16
7	NENE 2	NWNE 2	SWNE 2	
	SENE 2	NENW 2	LOT 1(NWNW) 2	
	LOT 2(SWNW) 2	SENW 2	NESW 2	
	LOT 3(NWSW) 2	LOT 4(SWSW) 2	SESW 2	
	NESE 2	NWSE 2	SWSE 2	
	SESE 2			32
8	NWNE 2	SWNE 2	NENW 2	
	NWNW 2	SWNW 2	SENW 2	
	NESW 2	NWSW 2	SWSW 2	
	SESW 2	NWSE 2	SWSE 2	24
17	LOT 2(NWNE) 2	SWNE 2	LOT 3(NENW) 2	
	NWNW 2	LOT 4(SWNW) 2	LOT 3(SENW) 2	12
18	NENE 2	LOT 8(NWNE) 2	LOT 9(SWNE) 2	
	SENE 2	NENW 2	LOT 1(NWNW) 2	
	LOT 2(SWNW) 2	LOT 7(SENW) 2		16
52N 04W 1	NESW 2	NWSW 2	SWSW 2	
	SESW 2	NESE 2	NWSE 2	
	SWSE 2	SESE 2		16
2	NESW 2	NWSW 2	SWSW 2	
	SESW 2	NESE 2	NWSE 2	
	SWSE 2	SESE 2		16
11	NENE 2	NWNE 2	SWNE 2	
	SENE 2	NENW 2	NWNW 2	

MICROFILMED

MAR 26 1990

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 95-08639

PLACE OF USE: IRRIGATION

<u>TWN</u> <u>RGE</u> <u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
12	SWNW 2	SENW 2		16
	NENE 4	NWNE 4	SWNE 4	
	SENE 4	NENW 4	NWNW 4	
	SWNW 4	SENW 4	NESE 4	40
	SESE 4			

Total number of acres irrigated: 200

PLACE OF USE: INDUSTRIAL, same as IRRIGATION use

PLACE OF USE: COMMERCIAL, same as IRRIGATION use

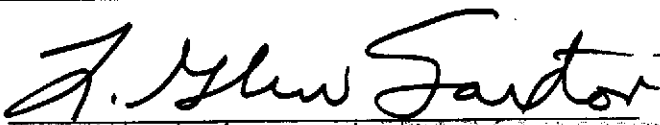
PLACE OF USE: DOMESTIC, same as IRRIGATION use

CONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before **March 1, 1995**.
2. Subject to all prior water rights.
3. Permit holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code.
4. Permit holder shall commence the excavation or construction of diverting works within one year of the date this permit is issued and shall proceed diligently until the project is complete.
5. Prior to the diversion of water under this permit a flow measurement port or other device as specified by the Department shall be installed to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.
6. The rate of diversion of water for irrigation under this permit and all other water rights on the same land shall not exceed 0.02 cubic feet per second for each acre of land.
7. Domestic use is for 975 homes.
Uses include an industrial park and various commercial enterprises.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.
Witness the seal and signature of the Director, affixed at Boise, this

6th day of March, 1990.

for 
R. Keith Higginson, Director

MAY 20 1990

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant HAYDEN PINES WATER CO. INC. Phone 772-3619

Post office address Box 992 Hayden, Id 83835

2. Source of water supply Groundwater which is a tributary of _____

3. Location of point of diversion is NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of NE $\frac{1}{4}$, Govt. Lot _____

Sec. 11 Township 51N Range 4W B.M. KOTENAI County; additional
points of diversion if any: _____

4. Water will be used for the following purposes:

Amount 1.0 for IRRIGATION purposes from 3-15 to 11-15 (both dates inclusive)
(cfs ~~acre feet per annum~~)

Amount 1.0 for DOMESTIC purposes from 1-1 to 12-31 (both dates inclusive)
(cfs ~~acre feet per annum~~)

Amount .50 for INDUSTRIAL purposes from 1-1 to 12-31 (both dates inclusive)
(cfs ~~acre feet per annum~~)

Amount .50 for COMMERCIAL purposes from 1-1 to 12-31 (both dates inclusive)
(cfs ~~acre feet per annum~~)

5. Total quantity to be appropriated is (a) 1.0 and/or (b) _____
cubic feet per second acre feet per annum

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc. WELL, 75 HP MOTOR & PUMP
WITH 10" $1\frac{1}{2}$ " MAIN TO EXISTING WATER SYSTEM & NEW LATERALS

b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total
reservoir capacity _____ acre-feet; period of year when water will be diverted to storage:
_____ to _____ inclusive.

c. Proposed well diameter is 10 inches; proposed depth of well is 300 ± feet.

d. Is ground water with a temperature of greater than 90°F being sought? _____

7. Time required for the completion of the works and application of the water to the proposed beneficial use is
5 years (minimum 1 year).

MAR 26 1990

8. Description of proposed uses (if irrigation only, go to item 9):

a. Hydropower; show total feet of head and proposed capacity in KW.

b. Stockwatering; list number and kind of livestock.

c. Municipal; show name of municipality.

d. Domestic; show number of households.

975 HOMES

e. Other; describe fully. INDUSTRIAL TRUCK & VARIOUS COMMERCIAL ENTERPRISES

Item 9.

TWP	RANGE	SEC.	NE1/4				NW1/4				SE1/4				SW1/4				SE1/4			
			NE1/4	NW1/4	SE1/4	SW1/4	NE1/4	NW1/4	SE1/4	SW1/4	NE1/4	NW1/4	SE1/4	SW1/4	NE1/4	NW1/4	SE1/4	SW1/4	NE1/4	NW1/4	SE1/4	SW1/4
52N	4M	1																				
		2																				
		11																				
		12																				

51N	3M	5																				
		6																				
		7																				
		8																				
		17																				
		18																				

Total number of acres to be irrigated 200

10. Describe any other water rights used for the same purposes as described above. 95-07185, 96-07271 96-08173

11. a. Who owns the property at the point of diversion? Applicant

b. Who owns the land to be irrigated or place of use? WATER CO. CUSTOMERS

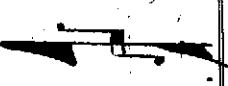
c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing.

12. Remarks: CHARLES ALFORD REES

JUNE D. FORD SEC. TREAS

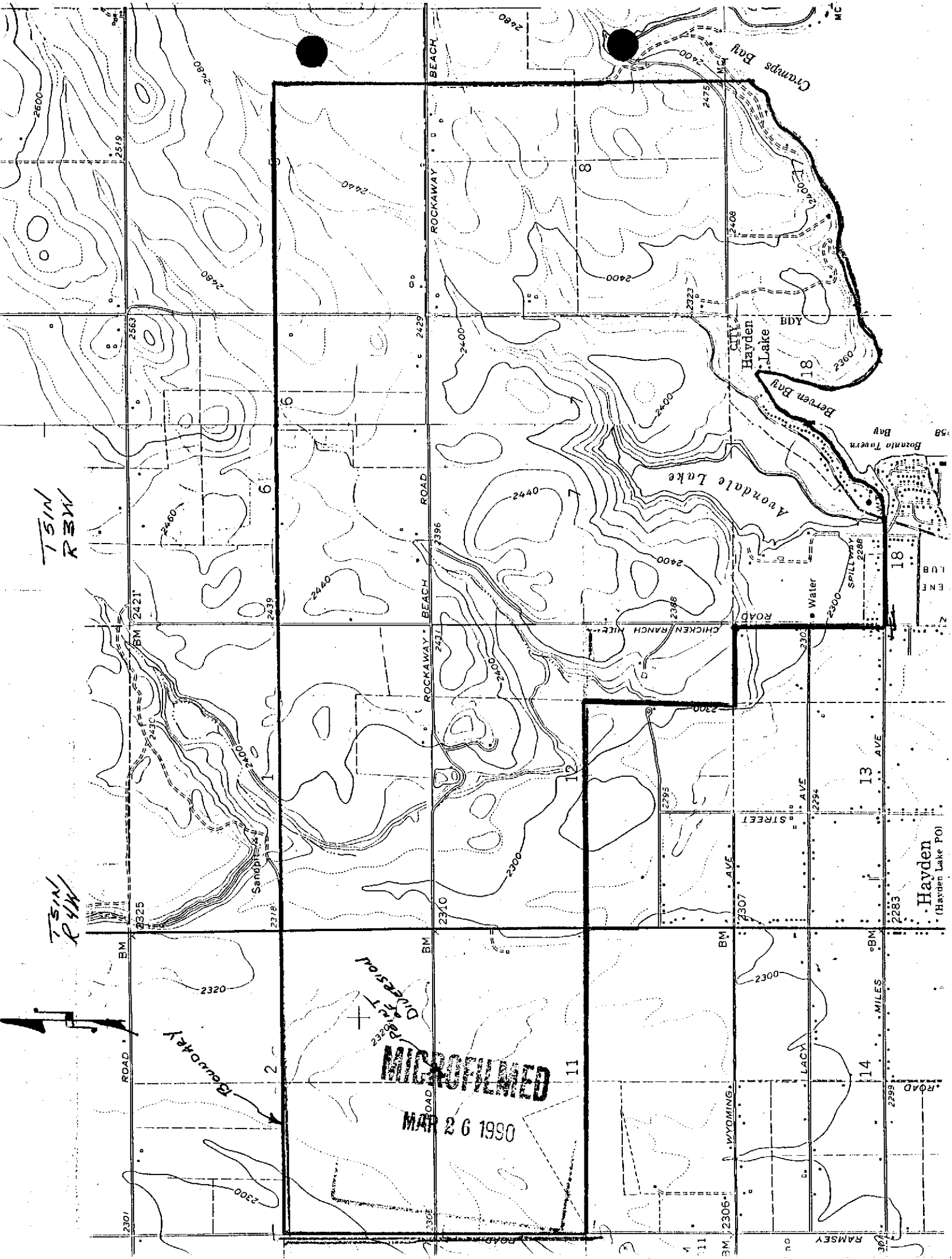
Box 992

HAYDEN, IO. 83735



TSIN
R3W

TSIN
R4W



MICROFILMED

MAR 26 1990

Hayden
(Hayden Lake PO)

Hayden
(Hayden Lake PO)

Hayden
(Hayden Lake PO)

Hayden
(Hayden Lake PO)

Hayden
(Hayden Lake PO)

Hayden
(Hayden Lake PO)

Hayden
(Hayden Lake PO)

[illegible]

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

+ Charles E. Ford
PRESIDENT (Applicant)

RECEIVED
MAR 26 1990

e. Other:

permit.

d. The water right acquired under this permit if for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against any future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.

c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land.

19

b. Proof of construction of works and application of water to beneficial use shall be submitted on or before

a. SUBJECT TO ALL PRIOR WATER RIGHTS.

1. Approval of said application is subject to the following limitations and conditions:

Idaho No. _____, and said application is hereby _____.

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

Received by TDK Date 1/3/90 Time 10:30 Preliminary check by _____
Fee \$ 45.00 Received by TDK # N3528 Date 1/5/90
Publication prepared by _____ Date 1/3/90 Published in 1/18 & 25/90
Publication approved _____ Date 1/26/90

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO,
County of Kootenai,

Donna L. Higgins ss.

being first duly sworn
upon oath deposes and says:

1. I am now and at all times hereinafter mentioned was a citizen of the United States, resident of the State of Idaho, over the age of twenty-one years and not a party of the above entitled action.

2. I am now and at all times hereinafter mentioned was the printer (principal clerk) of the "Coeur d'Alene Press," a newspaper printed and published daily except Sunday in Coeur d'Alene, Kootenai County, Idaho, and having a general circulation in said county.

3. The *legal notice*

of which the annexed is a printed copy, was published in the regular *Thursday* issue of said newspaper for *2* consecutive *weeks* commencing on the *18* day of *Jan.*, 19*90*, and ending on the *25* day of *Jan.*, 19*90*, and such publication was made as often during said period as said *daily* newspaper was regularly issued.

4. That said newspaper has been continuously and uninterruptedly published in said Kootenai County, during a period of more than seventy-eight consecutive weeks immediately prior to the first publication of said notice.

Donna L. Higgins
Subscribed and sworn to before me this *25* day of *Jan.*

Roberta Manley
Notary Public for the State of Idaho,
residing at Coeur d'Alene, Idaho.
9-3-93

RECEIVED
JAN 26 1990
NORTHERN REGION
IDWR

MICROFILMED

MAR 26 1990

NOTICE OF APPLICATION FOR WATER RIGHT

The Following application(s) have been filed to appropriate the public waters of the State of Idaho.

94-07325

WOOD, RICK
WOOD, SHANNON
S. 9400 BENTLEY CK. RD.
CATALDO, ID 83810

Source: HANTENAN CREEK
Tributary: FERN CREEK
Diversion Pt: SWSW Sec 14 T 49N R 01W
Use: STOCKWATER (.040 CFS)
RECREATION (.040 CFS)
Total Diversion: (.040 CFS)
Date Filed: 12/29/1989
In: T49N R01W S14 SWSW
5.0 ACRES TOTAL
95-08638

HIATT, TERRY
HIATT, SUSAN
BOX 1796
HAYDEN LAKE, ID 83835
Source: HAYDEN LAKE Tributary:
SINKS
Diversion Pt: LOT 4 (SWSE) Sec 9 T 51N
R 03W
Use: DOMESTIC (.040 CFS)
Total Diversion: (.040 CFS)
Date Filed: 1/03/1990
In: T51N R03W S09 Lot 4 (SWSE)
95-08639

HAYDEN PINES WATER CO. INC.
P.O. BOX 992
HAYDEN, ID 83835
Source: GROUNDWATER
Diversion Pt: NWNWNE Sec 11 T 51N R
04W
Use: IRRIGATION (1.000 CFS)
INDUSTRIAL (.500 CFS)
COMMERCIAL (.500 CFS)
DOMESTIC (1.000 CFS)
Total Diversion: (1.000 CFS)
Date Filed: 1/05/1990

In: T51N R03W S06 NESW NWSW SWSW
SESW NWSE SWSE
S06 NESW Lot 6 (NWSW) Lot 7 (SWSW)
SESW NESE NWSE SWSE SESE
S07 NENE NWNE SWNE SENE NENW
Lot 1 (NWNW) Lot 2 (SWNW) SENW
NESW Lot 3 (NWSW) Lot 4 (SWSW)
SESW NESE NWSE SWSE SESE
S08 NWNE SWNE NENW NWNW SWNW
SESW NESW NWSW SWSW SESW
NWSE SWSE
S17 Lot 2 (NWNE) SWNE Lot 3 (NENW)
NWNW Lot 4 (SWNW) Lot 3 (SESW)
S18 NENE Lot 8 (NWNE) Lot 9 (SWNE)
SENE NENW Lot 1 (NWNW) Lot 2
(SWNW) Lot 7 (SESW)
T52N R04W S01 NESW NWSW SWSW
SESW NESE NWSE SWSE SESE
S02 NESW NWSW SWSW SESW NESE
NWSE SWSE SESE
S11 NENE NWNE SWNE NENW NWNW
SESW SENW SENE
S12 NENE NWNE SWNE SENE NENW
NWNW SWNW SENW NESE SESE
200.0 ACRES TOTAL
96-08583

WHITE, WILLIAM
11510 E. NUNN RD.
ATHOL, ID 83861
Source: UNNAMED STREAM
Tributary: SINKS
Diversion Pt: LOT 3 (NWSW) Sec 31 T
53N R 02W
Use: IRRIGATION (.040 CFS)
Total Diversion: (.040 CFS)
Date Filed: 1/08/1990
In: T53N R02W S31 Lot 2 (SWNW) Lot 3
(NWSW)
6.0 ACRES TOTAL

For additional information concerning the property location, call the Northern Regional Office at 765-4639.

The permit(s) will be subject to all prior water rights. Protests must be filed with the Director, Dept. of Water Resources, Northern Region, 1910 Northwest Blvd., Suite 210, Coeur d'Alene, Idaho 83814 on or before FEBRUARY 5, 1990.

R. KEITH HIGGINSON, Director
Legal 284
Jan. 18, 25, 1990



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

October 15, 2003

NORTH KOOTENAI WATER DIST
PO BOX 2290
HAYDEN ID 83835

RE: Permit No. 95-8639

Amendment of Permit Approval Notice

Dear Permit Holder:

The Department of Water Resources has issued the enclosed amendment of permit approving your application to amend the permit referenced above. Please be sure to thoroughly review every element including the conditions of approval listed on your permit.

The amendment of permit is a PRELIMINARY ORDER issued by the Department pursuant to Section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless a party petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

Also, please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at 208-327-7946.

Sincerely,

Shelley W. Keen

Water Rights Supervisor

SWK:klt

Enclosure(s)

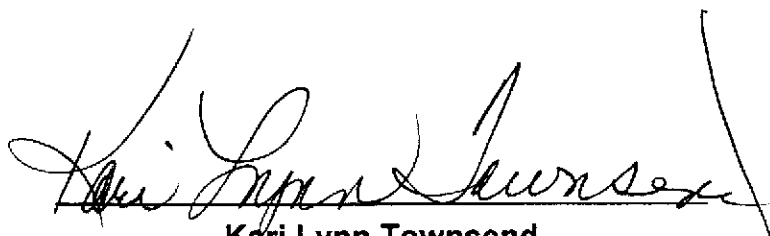
MICROFILMED
MAR 29 2004

CERTIFICATE OF SERVICE

I hereby certify that on October 15, 2003 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER(Approved Amendment of Permit) to the person(s) listed below:

RE: WATER RIGHT PERMIT NO. 95-8639

**NORTH KOOTENAI WATER DIST
PO BOX 2290
HAYDEN ID 83835**

A handwritten signature in black ink, appearing to read "Kari Lynn Townsend", is written over a horizontal line.

**Kari Lynn Townsend
Secretary**

MICROFILMED

MAR 29 2004

**EXPLANATORY INFORMATION
TO ACCOMPANY A
PRELIMINARY ORDER**

The accompanying order or approved document is a "Preliminary Order" issued by the department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action of the Department of Water Resources (department) unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the department or the Idaho Water Resource Board (Board) is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

MICROFILMED
MAR 29 2004

MEMORANDUM

Date: October 10, 2003
To: Water Right File 95-8639
From: Shelley Keen ^(SWK)
Re: Annual Diversion Volume

Permit 95-8639 was originally approved for irrigation, industrial, commercial, and domestic purposes. Water rights for those uses are required to carry an annual volume limitation when licensed. Proof of beneficial use for the permit was submitted in January of 1995. Therefore, even though the permit is now being amended to municipal use, which is not usually required to have an annual volume, it should carry an annual volume limit to be consistent with the way the permit was developed.

The current permit holder, North Kootenai Water District, submitted a spreadsheet showing that during 1994, when Hayden Pines Water Company owned the permit, it pumped a monthly average of 10205508 gallons for the system served by the well identified as the point of diversion for this permit (Lancaster Well #2). North Kootenai also supplied additional information indicating that there were two wells serving the system. The other well, Lancaster Well #1, was drilled in 1980. See the well driller report for Permit 751680. I cannot find a water right associated with Lancaster Well #1, even among the numerous lapsed and cancelled permits for Hayden Pines Water Company. Therefore, I will assign all of the use occurring in the system served by the two wells to this permit. A monthly average of 10205508 gallons comes to 376 AF per year.

MICROFILMED

MAR 29 2004

RECEIVED
OCT 19 2003
Department of Water Resources

October 1, 2003

IDAHO

1626 Lincoln Way
Coeur d'Alene, ID 83814
208-664-9382
Fax 208-664-5946

WASHINGTON

2310 N. Molter Road
Suite 101
Liberty Lake, WA 99019
509-255-6000
Fax 509-255-6009

Toll free
1-877-815-5672

E-mail
wc@welchcomer.com

Mr. Shelley Keen, Supervisor
Idaho Department of Water
Resources
P.O. Box 83720
Boise, ID 83720-0098

Re: Amendment Application for Permit 95-8639

Dear Shelley:

Per your request issued to North Kootenai Water District in your September 24, 2003 letter, please find enclosed the following documents:

- A map of the North Kootenai Water District service area and the locations of the proposed diversion points
- List of North Kootenai Water District Board Members
- Copy of the district court order establishing North Kootenai Water District
- Records showing the amount of water diverted annually under Permit 95-8639 prior to January 9, 1995.

As we discussed over the phone in regard to the last item, the records we are submitting include water production and consumption data for the Rimrock Water System between 1992 and 1995. This data was obtained from two Engineering reports as follows:

- Kimball Engineering, April 1993. "Sequestering Program in the Avondale Service Area". (Submitted to the Hayden Pines Water Company.)
- Welch Comer and Associates, Inc. June 1996. "Valuation and Capital Improvement Study of the Hayden Pines Water Company." (Submitted to the North Kootenai Water District.)

The Rimrock Water System (includes the service area described as Avondale in the 1993 report and Pt. Hayden/Rimrock service area described in the 1996 report) was owned by Hayden Pines Water Company prior to 1996 and then sold to North Kootenai Water District in 1996. The Rimrock Water System included two wells prior to 2002. These wells were known as the Lancaster #1 and Lancaster #2 wells. Lancaster #2 well is the well described under Permit 95-8639.

MICROFILMED

MAR 29 2004

Please contact us should you have any questions or comments.

Sincerely,
Welch, Comer & Associates, Inc.



Necia Maiani, E.I.T.
Project Engineer

NMA/nmm
Enclosure:
cc: Dick Fairhurst, NKWD

MICROFILMED
MAR 29 2004

North Kootenai Water District Board

Don Vandenberg	President
Dean Kastens	Vice-President
Maimie Moore	Secretary
Linda Davis	Board Member
Jack Berger	Board Member

MICROFILMED

MAR 29 2004

Rimrock
study

TE 1 ST 2 TO 4
56 X

No solution to WQ problem

no approvals (PES) for
new subdivisions.

HAYDEN PINES WATER COMPANY
PRELIMINARY ASSESSMENT REPORT

*Sequestering Program
in
The Avondale Service Area*

Prepared by
KIMBALL ENGINEERING
419 Frederick
Post Falls, Idaho
(208)773-0927

April 1993

MICROFILMED
MAR 23 2004

TABLE 1

HAYDEN PINES WATER COMPANY
 [Lancaster]
 Well #2 Polyphosphate Dosage

Date Recorded	Water Pumped (gpd)	Product	
		lb/day Injected	Calculated Conc. (ppm)
12/22/92	161,600	2.17	1.6
12/23/92	498,700	2.00	0.5
12/29/92	304,000	1.33	0.5
12/31/92	300,000	1.50	0.6
01/06/93	338,183	1.08	0.4
01/08/93	301,700	1.00	0.4
01/11/93	348,566	0.83	0.3
01/12/93	579,400	2.00	0.4
01/18/93	172,133	6.17	4.3
01/19/93	191,800	7.00	4.4
01/21/93	153,500	4.00	3.1
01/22/93	284,900	6.00	2.5
01/25/93	166,300	4.00	2.9
01/26/93	198,600	4.00	2.4
01/28/93	179,200	4.00	6.5
01/29/93	224,300	5.00	2.7
02/01/93	191,900	1.33	0.8
02/04/93	195,633	4.00	2.4
02/08/93	194,175	4.75	2.9
02/10/93	270,900	5.50	2.4
02/11/93	179,900	4.00	2.6
02/15/93	194,950	4.25	2.6
02/22/93	220,328	4.86	2.6
02/25/93	218,767	5.17	2.8
03/01/93	*	5.00	-
03/05/93	-	-	-
03/08/93	150,833	3.33	2.6
03/10/93	164,850	2.75	2.0
03/12/93	187,550	2.75	1.8
03/15/93	152,000	4.67	3.7
03/17/93	187,650	5.00	3.2
03/18/93	231,100	7.00	3.6
03/19/93	255,400	**	-
03/23/93	225,725	**	-
03/24/93	243,000	**	-
03/25/93	131,500	6.00	5.5
03/26/93	171,400	8.00	5.6
03/27/93	88,900	2.00	2.7
03/29/93	180,150	7.00	4.6
03/30/93	207,200	8.00	4.6
03/31/93	137,500	6.00	5.2

*Flow meter malfunction

**Pump repair

MICROFILMED

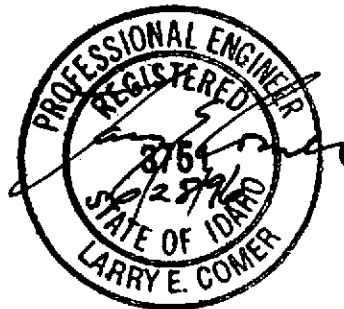
MAR 29 2004

PRELIMINARY ENGINEERING REPORT

VALUATION AND CAPITAL IMPROVEMENT STUDY OF THE HAYDEN PINES WATER COMPANY

Prepared For:

NORTH KOOTENAI WATER DISTRICT



June, 1996

WELCH, COMER & ASSOCIATES, INC.

Consulting Engineers & Surveyors

Coeur d'Alene, Idaho

(208) 664-9382 • (208) 664-5946

MICROFILMED
MAR 29 2004

TABLE 3-1

HPWC HISTORIC WATER CONSUMPTION (1992 - 1995)

Rimrock
Water System

	Twin Lakes				Hillside				Hayden Pines				Pl. Hayden/Rimrock			
	No. Cust.	Total Water Pumped	Total Water Consumed	Total (Gall/Month/Cust)	No. Cust.	Total Water Pumped	Total Water Consumed	Total (Gall/Month/Cust)	No. Cust.	Total Water Pumped	Total Water Consumed	Total (Gall/Month/Cust)	No. Cust.	Total Water Pumped	Total Water Consumed	Total (Gall/Month/Cust)
1992 Jan	393	3743700	1536300	3909	327	3692800	2094500	6405	114	348100	386600	3391	509	5977700	3022200	5938
Feb	388	3187100	1479600	3911	327	2987700	2566300	7848	115	281000	403000	3504	511	5280700	2954200	5194
Mar	389	2681400	1960900	5041	332	2880500	2099200	6323	114	305000	362200	3177	511	4980600	3598100	7041
Apr	390	3075000	1914700	4653	334	4379700	3111900	9317	116	473000	578900	4991	521	6981900	5908700	11341
May	390	1045800	2286000	5862	332	5931800	5113200	15401	116	493600	657200	5666	519	8244100	6985650	13460
June	396	6005200	3973500	10034	339	12503600	1059000	31239	119	1184400	1692000	14218	528	11970400	15064000	28530
July	403	6047000	2807200	6966	341	10328300	8237100	24156	118	1358800	1870300	15717	541	15411400	11599000	21762
Aug	411	7554900	5307100	12913	350	13866400	12018400	34338	119	1100400	1615100	13887	551	11825000	16278300	29543
Sept	413	6763800	4796900	11615	352	12864400	1135300	3225	118	640900	866700	7345	549	7215700	5857000	10668
Oct	378	3696500	2430500	8430	356	5597100	5097700	14319	117	361200	50400	431	547	4982000	4617300	8275
Nov	415	2271900	16173100	43791	357	3390100	2643600	7965	117	331600	475900	4068	558	7592525	8093348	8737
Dec	414	3711000	2056300	4967	357	3342800	3063400	8581	117	655717	860542	4024	555	8202400	4848900	8737
AVG ANNUAL		4146942	2638142	6119242		6813750	4830883									
1993 Jan	406	3481500	1967500	4846	361	2340600	3750600	10389	117	354000	470800	4059	558	5219400	4360500	8247
Feb	392	3392800	1564600	3991	366	3428200	2835200	7746	116	332700	470800	4056	554	5491400	4568800	8247
Mar	410	950800	1922800	4690	367	3184300	2865400	7808	116	298500	470500	4056	559	5918400	7843100	13873
Apr	409	4028800	2951600	7217	374	2886500	3397700	9085	116	331100	4519400	13098	564	5479600	4237800	7514
May	338	3852600	2000100	5917	374	4068100	2676700	7157	117	305200	463300	3960	575	11496900	9783800	16981
June	427	5596900	3125000	7319	387	9796500	7997500	20665	116	758500	1044300	9003	589	8693700	7359100	12494
July	440	4672400	3398600	7724	392	8615500	6999000	17571	116	707200	926900	7991	593	9516800	7778200	13117
Aug	437	7020900	3321500	7601	390	7888900	6510200	16893	116	1078600	1513900	13051	590	10194800	12547500	21267
Sept	436	8309200	4156300	9533	399	13278900	11887900	29794	116	692800	704500	6073	590	10194800	8616900	14605
Oct	434	7821200	3135100	7224	399	8275600	6153300	15422	115	632900	566100	4923	595	4921800	3996800	6717
Nov	435	7333300	2113900	4860	407	5762200	3769400	8033	115	1081400	527600	4598	594	5304500	3912300	6586
Dec	438	6201100	2000700	4568	411	4812900	3199000	7783	115	806825	795217	4391	598	5344300	3828400	6402
AVG ANNUAL		5221796	2638142	6119242		6151300	5119242									
1994 Jan	438	7815000	2015700	4602	409	5442800	2263400	5534	117	796500	513700	4391	598	5344300	3828400	6402
Feb	439	8804100	1978000	4508	413	4795200	4507100	10999	118	585300	503400	4286	597	5191400	3800600	6386
Mar	437	8488200	2185900	5002	411	4524300	2679900	6520	125	671900	881800	7054	597	4405700	4727800	7918
Apr	445	6700200	2148800	4829	416	5894900	3511000	8440	128	680000	843900	5030	603	5589300	4607300	7641
May	446	5741800	2373200	5321	416	8205500	5773300	13876	131	1061000	999400	7629	607	8772700	7147100	11774
June	446	8999200	3644900	8172	428	10509500	7870800	18390	131	1208800	1218700	9303	615	13179200	11590900	18847
July	448	7218700	5965400	13316	430	16173500	14238200	33107	140	1386700	1498100	10701	623	14815800	15297900	24555
Aug	458	13972600	7655800	16716	439	22151540	19351900	44082	146	2197000	3212100	22001	629	25890600	29197100	46418
Sept	459	9726600	6559500	14291	440	17372800	14899700	33863	145	2080200	2532700	17467	628	18784200	22181900	35434
Oct	461	9582600	4064100	8816	442	17046700	10100200	22851	146	1482100	1418500	9716	631	10545700	12122000	19211
Nov	461	8535500	1400200	3037	444	4827300	4279700	9639	150	756500	740800	4939	626	4350800	5416000	8582
Dec	445	6707000	2280700	5125	445	3955100	3923900	8831	151	655500	733300	4856	619	5795400	5281800	8549
AVG ANNUAL		8516042	3522583			16075245	7783068			1130125	1241367			1020508	10434050	
1995 Jan	460	7052300	2369300	5151	449	2219200	3734600	8318	151	653800	721000	4775	625	6484600	4878500	7806
Feb	461	5455700	2300000	4989	450	3468900	3084400	6854	159	687900	448000	2251	626	6968100	4853000	7752
Mar	464	5489900	5850200	12177	449	3142300	2645200	5891	200	642100	608100	3041	629	4232700	4236100	6735
Apr	464	4138200	2238500	4820	457	8326000	5031500	6633	160	731200	661400	4134	631	6458700	5145100	8154
May	467	4761300	2695900	5773	460	5324000	4483300	9746	166	757400	724200	4363	629	6989000	5583800	8877
June	472	7333700	4408900	9337	461	13452300	11338200	25896	177	1617000	1965100	11102	636	19820500	13598100	21378
July	474	7383200	4634500	9777	465	13782600	10246400	22035	179	1407300	1614300	9018	636	7259600	11506600	19032
Aug	476	10499600	6345700	13331	469	19820600	17912100	38192	181	3103200	3255500	18539	639	29114200	21277800	33298
Sept	477	10246800	5368600	11255	472	13359900	12357400	26181	180	2214500	2200300	12391	644	21394400	14368900	22312
Oct	479	6313600	3116400	6506	473	10182800	8064300	17049	183	1535500	1895200	10356	641	12348000	8960400	13823
Nov	485	5170100	2277000	4695	481	4379600	37554700	78076	182	521100	945900	5197	647	5794000	4545000	7025
Dec																
AVG ANNUAL		6713127	3763727			8859845	10459282			1259182	1379000			11515618	8986482	

Used to Calculate Total (gall/month/customer)

4.2.3 RIMROCK

4.2.3.1 Operational Description

The Rimrock system consists of two original systems that have been tied together and expanded to the present system. The original source has been abandoned and two new sources developed. The system operates across three datums as described below.

Historical Development of System

The Rimrock system consists primarily of the Avondale on Hayden subdivisions that were provided service through a water system constructed by WWP in 1974. Hayden Pines purchased this system in 1979. At that time, the source consisted of a well east of Strahorn and just north of Bruce Street that pumped to an elevated 50,000 gallon storage tank shaped like a golf ball on a tee. The quality of water diminished in this well to the extent that in 1988 HPWC developed a new groundwater well on Lancaster Road west of Highway 95.

In 1979, the HPWC purchased the Point Hayden system which had its own elevated 40,000 gallon storage reservoir. Because this system datum was lower than the Avondale on Hayden datum, the Point Hayden reservoir was turned off from the system.

Responding to a lack of source capacity, a second well was drilled at the Lancaster well site in 1991. Through the abandonment of the original WWP well and the development of the Lancaster wells, it became apparent that the system had acquired taste and odor problems associated with iron bacteria. Water quality analysis also showed that elevated levels of iron and manganese were characteristic to the Lancaster well water. In 1990, HPWC installed chlorination equipment to control iron bacteria in the distributed system. In 1991, HPWC added a poly phosphate injection system to sequester iron and manganese oxidant precipitation in the distribution system.

In 1993, HPWC hired a local consultant to perform a hydraulic analysis of the system. It was concluded that additional storage was required in the system. In 1994, the HPWC constructed a one million gallon bolted steel reservoir on the extreme north end of the service area adjacent to Rimrock Meadows, a newly platted subdivision. Due to the elevation of the platted lots around the reservoir, inadequate system pressure exists. Each lot is required to install residential booster pumps as a condition of service from the system.

The reservoir is a bolted steel type. Bolted steel reservoirs consist of multiple steel plates with turned up edges (flanges) that are bolted together to form the reservoir. Gaskets are placed between the flanges and typically a sealer is applied to the interior seam to make the reservoir watertight.

Bolted steel reservoirs are typically less expensive than welded steel or precast concrete reservoirs. However, bolted steel reservoirs may have increased maintenance requirements because of the multiple gaskets and bolts. Freezing and thawing

MICROFILMED

conditions expand and contract the joints and gaskets which can lead to leakage which must be repaired.

Currently, the Rimrock reservoir leaks at several joints. Since the reservoir was constructed in 1994, the reservoir is likely no longer covered by the one-year repair warranty. Therefore, any leakage repairs will have to be covered by the current or future water system owners.

In addition to the leakage problem, the reservoir has additional problems. The bottom course of the bolted steel plates is deformed outward in one area. In another area of the reservoir, the steel plates appear to be out of plumb by as much as two inches. While neither of these conditions impact the current operation of the reservoir, they do impact the design life of the reservoir. Roof loading, such as snow, will continue to contribute to the plate deformation which may ultimately lead to a permanent reservoir failure.

The Rimrock reservoir regularly overflows (wastes) water due to too low of an operating datum (The reason for this is described more completely later in this section). Wasting water contributes to increased operation and maintenance costs. In order to correct the reservoir's operating datum, several options could be studied such as relocating the reservoir, installing another course of bolted plates to increase the reservoir height, or adding valving to prevent the overflow.

The above described conditions indicate that the reservoir has a value less than its depreciated value. In order to determine the reservoir's actual value, a more detailed study of the repairs required to bring the reservoir to an acceptable condition would be necessary.

On or about the same time, the HPWC service area was extended east along English Point Road to the Ironwood on Hayden Subdivision. HPWC supplies water to the Ironwood on Hayden Subdivision in the Split Rock area, but does not own the distribution system. Domestic and fire protection supply is boosted at the intersection of English Point and Rimrock Road to the subdivision. The HPWC maintains the booster system but does not own it. Due to the distribution system pipe size, inadequate delivery of fire flow existed in the subdivision. To correct this, HPWC installed a pressure regulating valve north of the intersection of Rimrock and English Point Roads, and put the Point Hayden elevated reservoir back on line. Customers in the Point Hayden service area, accustomed to the higher pressure of the Avondale datum, complained of low pressure although minimum pressures are above 30 psi throughout the Point Hayden service area.

The distribution system originally installed by WWP and in Point Hayden is 4" and 6" steel. The steel pipe is thought to be a contributing factor in the continuation of iron bacteria in the system. New additions to the systems have been constructed of PVC.

MICROFILMED

Summary

Currently, the Rimrock system has two groundwater sources that have elevated levels of iron and manganese. The sources provide water to the system on level control at the 40,000 gallon reservoir. While pumping, the sources also fill the one million gallon reservoir which is thought to be four feet lower than the golf ball. Consequently, water is overflowed from the bolted steel reservoir regularly. The lots adjacent to the reservoir and east of Rimrock Road on Sportsman Access experience low pressures due to their elevation being less than 80 feet below the reservoir. The datum represented by the one million gallon reservoir and the golf ball reservoir serves the Avondale on Hayden subdivisions, Rimrock Meadows and adjacent areas. A second datum is created in the Point Hayden service area by a pressure reducing valve on Rimrock Road north of English Point Road. A third datum is created off the Point Hayden datum by a booster pump system located at English Point Road and Rimrock Road, to serve the Ironwood on Hayden subdivisions.

4.2.3.2 Level of Service

Aside for water quality and isolated low pressure concerns, the level of service appears to be good in the Rimrock system.

4.2.3.3 System Demand Summary

For the purpose of the system analysis, the following demand summary is provided:

Condition	No. of Connections	Average Daily Demand	Average Daily Demand for Peak Month	*Peak Instantaneous Demand
Existing	647	265,356 (184)	1,035,207 (718)	536
Ultimate	991	406,442 (282)	1,585,600 (1101)	776

* From "Sizing Guidelines for Public Water Supplies" - Table 1.

4.2.3.4 Source Analysis

The existing source capacity is summarized below:

Lancaster Well #1 (200 Hp):	900 GPM
Lancaster Well #2 (75 Hp):	400 GPM
Combined Total:	<u>1300 GPM</u>

With the largest source taken out of service, it is evident that the remaining source cannot meet system demands. An additional 900 gpm well is required on the system.

4.2.3.5 Storage Capacity Requirements

TABLE 4-11
SIZING GUIDELINES FOR PUBLIC WATER SUPPLIES

Condition	Standby Storage	Equalizing Storage	Total	Ten States Standard	Fire Storage Assumption	Sizing Guidelines Total	Ten States Standard Total
Existing	129,400	20,400	149,800	265,356	120,000	269,800	385,356
Ultimate	198,200	0	198,200	406,442	180,000	329,800	445,356
w/900 GPM Upgrade					120,000	318,200	526,442
					180,000	378,200	586,442

As shown in this table, it is evident that with over one million gallons storage on the system, adequate storage exists.

4.2.3.6 Distribution System Analysis

As mentioned earlier, a hydraulic analysis was performed on the system. The hydraulic analysis recommends that north-south piping from the reservoir into the distribution system be installed or replaced to increase the delivery of water to the system. Pressure problems exist immediately adjacent to the one million gallon reservoir and east of Rimrock on Lancaster, due primarily to ground elevations being too close to the reservoir datum. East of Rimrock, the water may need to be boosted. Adjacent to the reservoir, HPWC has required residential booster stations. This violates current guidelines and IDEQ has expressed concern.

4.2.3.7 Fire Protection

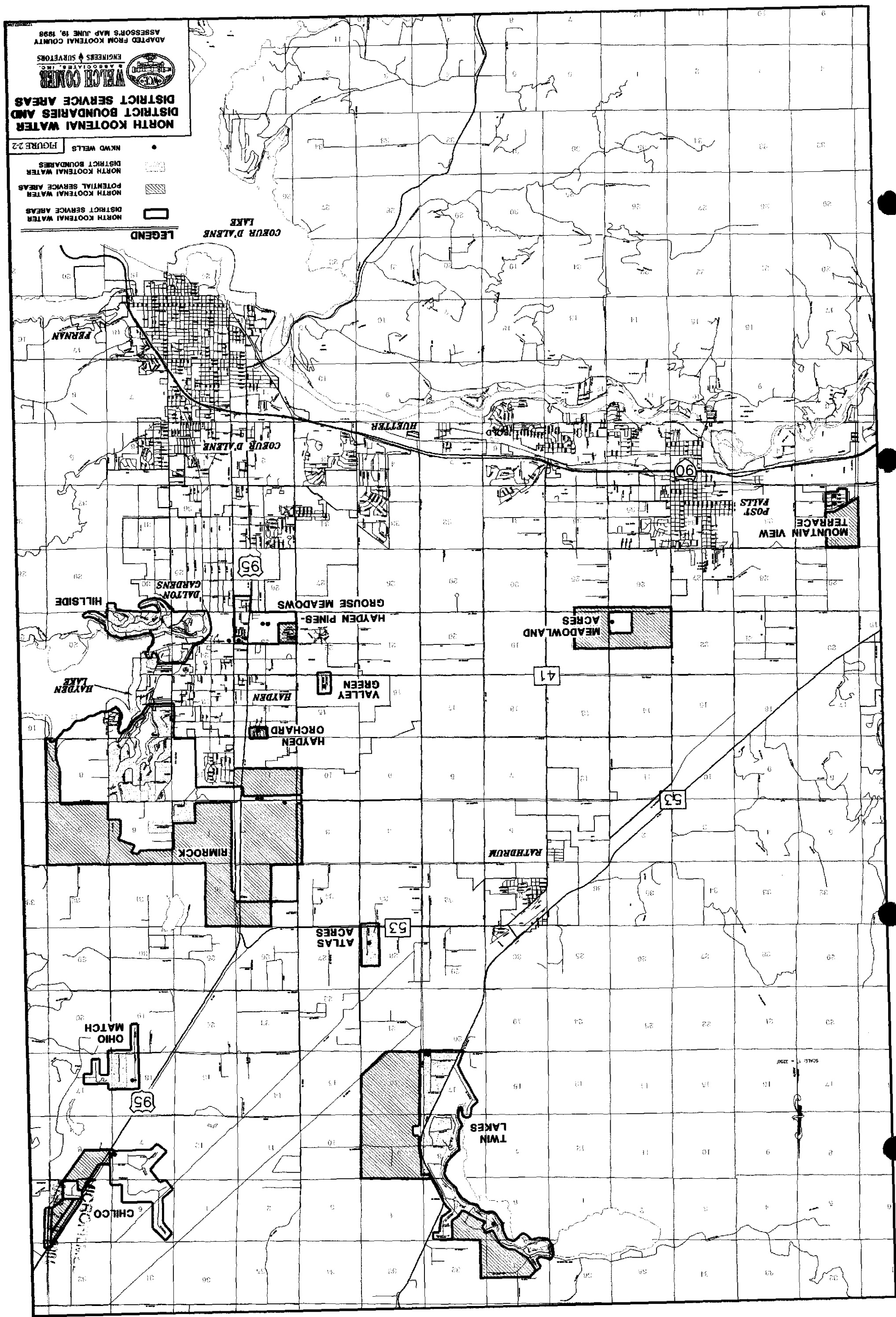
As developed in the hydraulic analysis, fire protection flows and duration appear to be excellent for the system with the construction of the one million gallon reservoir.

4.2.3.8 Summary

1. In order to address water quality and to provide source capacity to meet current standards, an additional source is required. This source should be developed in an area known to be free of iron and manganese.
2. Pressure problems need to be addressed east of Rimrock on Lancaster, and adjacent to the one million gallon reservoir. These pressure problems could be corrected by upsizing pipelines (see Section 5.2.2)
3. Upsize of piping on Dover Lane is recommended to enhance delivery of water from the one million gallon reservoir.
4. The existing reservoirs need to be relocated.

MICROFILM

MAR 29 2004





State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098
Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

September 24, 2003

NORTH KOOTENAI WATER DIST
PO BOX 2290
HAYDEN, ID 83835

RE: Application for Amendment of Permit No. 95-8639

Dear Applicant(s):

The Department of Water Resources has processed the ownership change notice you submitted in connection with Permit No. 95-8639, which you acquired from Hayden Pines Water Company, Inc. Before processing your application to amend the permit, however, IDWR needs the following information from you.

- A map of the North Kootenai Water District service area and the locations of the proposed points of diversion.
- A list of the officers or persons authorized to sign for the North Kootenai Water District.
- A copy of the district court order establishing the North Kootenai Water District. This item is necessary to ascertain that North Kootenai Water District qualifies as a municipal provider under §42-202A(5)(b), *Idaho Code*.
- Records showing the amount of water diverted annually under Permit 95-8639 prior to January 9, 1995, which is the date that the proof of beneficial use statement was submitted for the permit. This item is necessary to comply with §42-211, *Idaho Code*, which says that IDWR must ensure that the change will not result in the diversion and use of more water than was originally permitted.

Please submit the required items with 30 days. If you have any questions, please call me at 208-327-7946, or email me at skeen@idwr.state.id.us.

Sincerely,

Shelley W. Keen
Water Rights Supervisor

cc: IDWR Northern Region

MICROFILMED

MAR 29 2004

Sheila Ken
1597712

RECEIVED

SEP 23 2003

Department of Water Resources

WARRANTY DEED

FOR VALUE RECEIVED, Charles A. Ford, Hayden Pines Water Company, Inc., an Idaho Corporation, Idaho Contractors, Inc., an Idaho Corporation the hereinafter GRANTOR, do hereby grant, bargain, sell and convey unto North Kootenai Water District, an Idaho Municipal Corporation, hereinafter the "GRANTEE", the following described real property in the County of Kootenai, State of Idaho, to wit:

Parcel 1: Lot 9, Block 1, ATLAS ACRES, Kootenai County, Idaho

Parcel 2: North 100 feet of the East 100 feet of Lot 1, Block 23, AVONDALE ON HAYDEN THIRD ADDITION of Section 18, Township 51 North, Range 3 WEM, Kootenai County, Idaho.

Parcel 3: Lots 1 and 2, Block 6, ECHO BEACH, Kootenai County, Idaho.

Parcel 4: Commencing at the Northwest corner of Tract 29 of Plat 10 of the East Greenacres Irrigation District of Kootenai County, Idaho, thence South and along the West line of said Tract 29, a distance of 60 feet; thence East 60 feet; thence North 40 feet; thence East to the East line of said Tract 29; thence North and along the East line of said Tract to the North line of said Tract 29 a distance of 20 feet to the Northeast corner of said Tract 29; thence West and along the North boundary of Tract 29 to the point of beginning.

Parcel 5: Lot 39, Block E, HAYDEN VIEW ESTATES FIRST ADDITION, Kootenai County, Idaho.

Parcel 6: Lot 4, Block 0, HAYDEN VIEW ESTATES THIRD ADDITION, Kootenai County, Idaho.

Parcel 7: Lot 5, HAYDEN VIEW ESTATES FOURTH ADDITION, Kootenai County, Idaho.

Parcel 8: South 1/4 of Lots 1 and 2 HILLRISE ADDITION (a/c/a Lots 1 and 2, Block 6) Kootenai County, Idaho. According to the plat recorded in the office of the County Recorder in Book E of Plats at Page 27.

Parcel 9: Lot 13, less North 35 feet, Block 8, MOUNTAIN VIEW TERRACE FIRST ADDITION, Kootenai County, Idaho.

Parcel 10: Lot 3, Block 6, POINT HAYDEN, Kootenai County, Idaho.

Parcel 11: All that property encompassed by a 55 foot radius circle whose radius point lies South 0 degrees 33

MICROFILMED

SEP 23 2004

1597712

feet 51" West 1,999.54 feet; thence South 89 degrees 26 feet 9 inches East, 31.32 feet from the Northwest corner of Section 8, Township 52 North, Range 3WBM, all lying within the Northeast ¼ of Section 7, Township 52 North, Range 3WBM; and the Northwest ¼ Section 8, Township 52 North, Range 3WBM in Kootenai County, Idaho.

Parcel 12: Tax #15972 in Lot 9, SPRING ROCK ESTATES, Kootenai County, Idaho.

Parcel 13: Lot 5, Block 6, TWIN LAKES ESTATES, according to the Plat recorded in the office of the County Recorder in Book F of Plats at Page 107, records of Kootenai County Idaho.

* Parcel 14: North 258 feet of the West 208 feet of the Northeast ¼ West of the highway, Section 11, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 15: The East 15 feet of Lot 9, Block 1, HAYDEN ORCHARDS, and the West 15 feet of Lot 10, Block 1, HAYDEN ORCHARDS, according to the plat recorded in the office of the County Recorder in the Book E of Plats at Page 186, records of Kootenai County, Idaho.

Parcel 16: Lot 7, Block 2, VALLEY GREEN, according to the plat recorded in the office of the County Recorder in Book E of Plats at Page 239, records of Kootenai, County, Idaho.

Parcel 17: Lot 6, Block 7, WOODLAND MEADOWS FIRST ADDITION, Kootenai County, Idaho.

Parcel 18: GTE Well No.1, Tax #11378 SE ¼ Section 23, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 19: The Easterly 180 feet of the South 403 feet of Tract 181, HAYDEN LAKE IRRIGATED TRACTS, Kootenai County, State of Idaho, according to the plat recorded in Book 3 of Plats, Page 67.

Parcel 20: A 50.00 foot radius circle whose center is described as follows:
Commencing at the SE Corner of the NW ¼ NE ¼ SE ¼ Section 23, T51N, R4W B.M., Kootenai County, Idaho which bears S 00 degrees 18' 31"W a distance of 665.27 feet from the NE Corner of the NW ¼ NE ¼ SE ¼ Section 23; thence N54 degrees 45' 00"W a distance of 122.61 feet to the Center of said Easement.

Parcel 21: A Tract of land in the SE ¼ NE ¼ Section 7, T52N, R3W B.M., Kootenai County, Idaho and further described as follows:

MICROFILMED

MAR 29 2004

1597712

Beginning at a point on the East Line of said NE 1/4 which bears S 00 degrees 18'23"W a distance of 1877.22 feet from the NE Corner of said Section 7; thence N89 degrees 11'07"W a distance of 200.00 feet; thence S 00 degrees 48' 23" W a distance of 180.00 feet; thence S 89 degrees 11'37"E a distance of 200.00 feet to the intersection with the East Line of Section 7; thence N00 degrees 48'23"E a distance of 180.00 feet to the Point of Beginning.

Parcel 22: All easements or rights of use, whether acquired by grant, implication or prescriptive use, for location of pipes, booster pump facilities, wells, reservoirs, ingress or egress for maintenance of such facilities, which are held, possessed or owned by any of the Grantors named herein.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said GRANTEE, its successors and assigns forever. And the said GRANTOR does hereby covenant to and with the said GRANTEE that they are the owner in fee simple of said real property; that it is free from all encumbrances except easements and rights-of-way in view and of record, and that Grantors will warrant and defend the title of Grantees delivered by this instrument.

DATED this 20 day of November, 1998.

STATE OF IDAHO
COUNTY OF KOOTENAI } ss
AT THE COURT OF
Robert Covington

JUL 13 12 00 PM '99

DANIEL J. ENGLISH

DEPUTY

FEES

Charles A. Ford
CHARLES A. FORD

HAYDEN PINES WATER COMPANY, INC.,

BY: Charles A. Ford
CHARLES A. FORD, PRESIDENT

IDAHO CONTRACTORS, INC.,

BY: Charles A. Ford
CHARLES A. FORD, PRESIDENT

Grantee's Address:

P.O. Box 883
Rathdrum, ID 83858

MICROFILMED

MAR 29 2004

1597712

STATE OF IDAHO)
County of Kootenai)

On this 20 day of November, 1998 before me a notary public in and for said State, personally appeared Charles A. Ford, known or identified to me to be the person whose names is subscribed to the foregoing instrument.

Robert E. Corbin, Jr.
Notary Public
Residing at: Coeur d'Alene
Commission Expires: 11/12/00

STATE OF IDAHO)
County of Kootenai) ss.

On this 20 day of November, 1998, before me the undersigned Notary Public in and for the State of Idaho, personally appeared Charles A. Ford, identified to me to be the president of the Hayden Pines Water Company, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

Robert E. Corbin, Jr.
Notary Public
Residing at: Coeur d'Alene
Commission Expires: 11/12/00

STATE OF IDAHO)
County of Kootenai) ss.

On this 20 day of November, 1998, before me the undersigned Notary Public in and for the State of Idaho, personally appeared Charles A. Ford, identified to me to be the president of the Idaho Contractors, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

Robert E. Corbin, Jr.
Notary Public
Residing at: Coeur d'Alene
Commission Expires: 11/12/00

MICROFILMED

MAR 29 2004

Shelly Kien
1597713

WARRANTY DEED

FOR VALUE RECEIVED, June D. Ford, wife of Charles A. Ford, does hereby grant, bargain, sell and convey unto North Kootenai Water District, an Idaho Municipal Corporation, hereinafter the "GRANTEE", her interest in the following described real property in the County of Kootenai, State of Idaho, to wit:

Parcel 1: Lot 9, Block 1, ATLAS ACRES, Kootenai County, Idaho

Parcel 2: North 100 feet of the East 100 feet of Lot 1, Block 25, AVONDALE ON HAYDEN THIRD ADDITION of Section 18, Township 51 North, Range 3 WEM, Kootenai County, Idaho.

Parcel 3: Lots 1 and 2, Block 6, ECHO BEACH, Kootenai County, Idaho.

Parcel 4: Commencing at the Northwest corner of Tract 29 of Plat 10 of the East Greenacres Irrigation District of Kootenai County, Idaho, thence South and along the West line of said Tract 29, a distance of 60 feet; thence East 60 feet; thence North 40 feet; thence East to the East line of said Tract 29; thence North and along the East line of said Tract to the North line of said Tract 29 a distance of 20 feet to the Northeast corner of said Tract 29; thence West and along the North boundary of Tract 29 to the point of beginning.

Parcel 5: Lot 39, Block E, HAYDEN VIEW ESTATES FIRST ADDITION, Kootenai County, Idaho.

Parcel 6: Lot 4, Block 0, HAYDEN VIEW ESTATES THIRD ADDITION, Kootenai County, Idaho.

Parcel 7: Lot 5, HAYDEN VIEW ESTATES FOURTH ADDITION, Kootenai County, Idaho.

Parcel 8: South $\frac{1}{2}$ of Lots 1 and 2 HILLRISE ADDITION (a/k/a Lots 1 and 2, Block 6) Kootenai County, Idaho. According to the plat recorded in the office of the County Recorder in Book E of Plats at Page 27.

Parcel 9: Lot 13, less North 35 feet, Block 8, MOUNTAIN VIEW TERRACE FIRST ADDITION, Kootenai County, Idaho.

Parcel 10: Lot 3, Block 6, POINT HAYDEN, Kootenai County, Idaho.

Parcel 11: All that property encompassed by a 55 foot radius circle whose radius point lies South 0 degrees 33 feet 51" West 1,999.54 feet; thence South 89 degrees 26 feet 9 inches East, 31.32 feet from the Northwest corner of

MICROFILMED

MAR 23 2004

1597713

Section 8, Township 52 North, Range 3WBM, all lying within the Northeast $\frac{1}{4}$ of Section 7, Township 52 North, Range 3WBM; and the Northwest $\frac{1}{4}$ Section 8, Township 52 North, Range 3WBM in Kootenai County, Idaho.

Parcel 12: Tax #15972 in Lot 9, SPRING ROCK ESTATES, Kootenai County, Idaho.

Parcel 13: Lot 6, Block 6, TWIN LAKES ESTATES, according to the Plat recorded in the office of the County Recorder in Book F of Plats at Page 107, records of Kootenai County, Idaho.

* Parcel 14: North 258 feet of the West 208 feet of the Northeast $\frac{1}{4}$ West of the highway, Section 11, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 15: The East 15 feet of Lot 9, Block 1, HAYDEN ORCHARDS, and the West 15 feet of Lot 10, Block 1, HAYDEN ORCHARDS, according to the plat recorded in the office of the County Recorder in the Book E of Plats at Page 186, records of Kootenai County, Idaho..

Parcel 16: Lot 7, Block 2, VALLEY GREEN, according to the plat recorded in the office of the County Recorder in Book E of Plats at Page 239, records of Kootenai, County, Idaho.

Parcel 17: Lot 6, Block 7, WOODLAND MEADOWS FIRST ADDITION, Kootenai County, Idaho.

Parcel 18: GTE Well No.1, Tax #11376 SE $\frac{1}{4}$ Section 23, Township 51 North, Range 4 West, Boise Meridian, Kootenai County, Idaho.

Parcel 19: The Easterly 180 feet of the South 403 feet of Tract 181, HAYDEN LAKE IRRIGATED TRACTS, Kootenai County, State of Idaho, according to the plat recorded in Book C of Plats, Page 67.

Parcel 20: A 50.00 foot radius circle whose center is described as follows:
Commencing at the SE Corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 23, T51N, R4W B.M., Kootenai County, Idaho which bears S 00 degrees 18' 31"W a distance of 665.27 feet from the NE Corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 23; thence N54 degrees 45' 00"W a distance of 122.61 feet to the Center of said Easement.

Parcel 21: A Tract of land in the SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 7, T52N, R3W B.M., Kootenai County, Idaho and further described as follows:
Beginning at a point on the East Line of said NE $\frac{1}{4}$ which bears S 00 degrees 48' 23"W a distance of 1877.22 feet from

MICROFILMED

MAR 23 2004

1597713

the NE Corner of said Section 7; thence N89 degrees 11'37"W a distance of 200.00 feet; thence S 00 degrees 48' 23" W a distance of 180.00 Feet; thence S 89 degrees 11'37"E a distance of 200.00 feet to the intersection with the East Line of Section 7; thence N00 degrees 48'23"E a distance of 180.00 feet to the Point of Beginning.

Parcel 22: All easements or rights of use, whether acquired by grant, implication or prescriptive use, for location of pipes, booster pump facilities, wells, reservoirs, ingress or egress for maintenance of such facilities, which are held, possessed or owned by any of the Grantors named herein.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said GRANTEE, its successors and assigns forever. And the said GRANTOR does hereby covenant to and with the said GRANTEE that they are the owner in fee simple of said real property; that it is free from all encumbrances except easements and rights-of-way in view and of record, and that Grantors will warrant and defend the title of Grantees delivered by this instrument.

DATED this 23 day of November, 1998.

FEBRUARY 1999

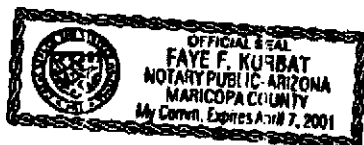
June D. Ford
JUNE D. FORD

Grantee's Address:
P.O. Box 863
Rathdrum, ID 83858

STATE OF ARIZONA,
County of MARICOPA

FEBRUARY 1999

On this 23 day of November, 1998 before me a notary public in and for said State, personally appeared June D. Ford, known and identified to me to be the person whose name is subscribed to the foregoing instrument.



Faye F. Kurbat
Notary Public
Residing at: Phoenix, AZ
Commission Expires: 4-7-2001

STATE OF IDAHO } 38
COUNTY OF KOOTENAI }
AT THE DISTRICT OF
Boise + Coeur d'Alene

JUL 13 12 01 PM '99

DANIEL J. ENGLISH

DEPUTY
FEES

MICROFILMED

MAR 29 2004

No. C 124421		Due no later than Jun 30, 2002 Annual Report Form		2. Registered Agent and Office NO PO BOX	
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080		1. Filing Address - Check if this box, if applicable HAYDEN PINES WATER COMPANY, INC. 8601 N HAYDEN PINES RD HAYDEN LAKE, ID 83835		EDSEL K DIMON II 8601 N HAYDEN PINES RD HAYDEN LAKE, ID 83835	
NO FILING FEE IF RECEIVED BY DUE DATE				3. New Registered Agent Signature	
4. Corporations: Enter Names and Business Addresses of President, Secretary and Directors.					
Office held	Name	Street or P.O. Address	City	State	Zip
PRESIDENT	CHARLES FORD	8601 N HAYDEN PINES	HAYDEN	ID	83835
VICE PRES.	JUNE D. FORD	" "	" "	" "	" "
SECRETARY	MARY TERWILLIGER	315 W. 15th St.	POST FALLS	ID	83854
5. Organized Under the Laws of: IDAHO C 124421		6. Signature <i>Mary Terwilliger</i> Date <i>4-8-02</i> Name (Typed or Printed) <i>MARY TERWILLIGER</i> Title <i>SECRETARY</i>			
Issued 04/01/2002		Do Not Tape or Staple		4186	

Same officers in 1998 and 1999.
Administratively dissolved 9/4/2003.

S. Keen

MICROFILMED

MAR 29 2004

No. C119448	Annual Report Form 1999 <i>Due No Later Than November 30.</i>		2. Registered Agent and Office NOT A P.O. BOX																								
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FEE REQUIRED * FIRST NOTICE *	1. Mailing Address Please Correct If Not Correct ALLIED WATER, INC. ~~WILLIAM A HUDSON~~ CHARLES FORD ~~PO BOX 992~~ 8601 N. HAYDEN PINES WAY HAYDEN LAKE ID 83835		WILLIAM A HUDSON 1541 W. HAYDEN AVE HAYDEN LAKE ID 83835 3. Organized Under the Laws of: ID C119448																								
4. Corporations: Enter Names and Business Addresses of President, Secretary and Directors Limited Liability Companies: Enter Names and Addresses of ☐ Managers or ☐ Members (check one) <table border="1"> <thead> <tr> <th>Office held</th> <th>Name</th> <th>Street or P.O. Address</th> <th>City</th> <th>State</th> <th>Zip</th> </tr> </thead> <tbody> <tr> <td>President</td> <td>Charles A. Ford</td> <td>8601 N. Hayden Pines Way</td> <td>Hayden Lake, Id</td> <td></td> <td>83835</td> </tr> <tr> <td>Vice Pres.</td> <td>June D. Ford</td> <td>8601 N. Hayden Pines Way</td> <td>Hayden Lake, Id</td> <td></td> <td>83835</td> </tr> <tr> <td>Secretary</td> <td>Mary L. Terwilliger</td> <td>215 W. 15th St.</td> <td>Post Falls, Id</td> <td></td> <td>83854</td> </tr> </tbody> </table>				Office held	Name	Street or P.O. Address	City	State	Zip	President	Charles A. Ford	8601 N. Hayden Pines Way	Hayden Lake, Id		83835	Vice Pres.	June D. Ford	8601 N. Hayden Pines Way	Hayden Lake, Id		83835	Secretary	Mary L. Terwilliger	215 W. 15th St.	Post Falls, Id		83854
Office held	Name	Street or P.O. Address	City	State	Zip																						
President	Charles A. Ford	8601 N. Hayden Pines Way	Hayden Lake, Id		83835																						
Vice Pres.	June D. Ford	8601 N. Hayden Pines Way	Hayden Lake, Id		83835																						
Secretary	Mary L. Terwilliger	215 W. 15th St.	Post Falls, Id		83854																						
5. Signature of New Registered Agent		8. Signature <u>Charles A Ford</u> Date _____ Name (Typed or Printed) <u>Charles Ford</u> Title _____																									

ISSUED: 07-03-1999

29305

Administratively dissolved 8/6/2001.

S. Keen

MICROFILMED

MAR 29 2004

MEMORANDUM

To: Files 95-2151/2182/7949/7107/7138/7713/7827/8522/8639

From: Sharla

Date: October 11, 2002

Re: Ownership Change Requests

In response to my letter of October 4, I spoke with Nechia at Welch Comer & Associates. The ownership changes were filed to reflect that North Kootenai Water District (NKWD) has purchased the wells identified in these rights (with the exception of 95-2151, 95-2182 and 95-7949, which were purchased by the City of Rathdrum). The problem with the documentation that was submitted is that it is not readily evident that now as part of the city's or district's public water supply, these wells continue to serve the areas described in the rights as part of the city's/district's municipal supply.

Knowing what I know now, based on the above, I told Nechia that the City of Rathdrum and NKWD need to file transfer applications for these rights to change the nature of use to municipal. I further told her that whatever fees had been applied to the ownership changes could be applied to the transfer application(s) because the ownership changes will be processed via the transfer(s). Nechia stated she would download the forms from the web and start the process; Welch Comer & Associates is handling these changes for both the City of Rathdrum and NKWD.

The ownership documentation will be placed in the files and the files will be returned to the vault shelves while waiting for transfer applications to be filed.

cc: Northern Region

MICROFILMED

MAR 29 2004



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Boise, ID 83706 - P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866 Web Site: www.idwr.state.id.us

DIRK KEMPTHORNE
Governor

KARL J. DREHER
Director

October 4, 2002

NORTH KOOTENAI WATER DISTRICT
PO BOX 2290
HAYDEN ID 83835

Re: Ownership Change Requests for Water Rights 95-7713, 95-7138, 95-7107,
95-7827, 95-8522 and 95-8639

Dear Interested Parties:

We have received Notices of Change of Water Right Ownership for the above referenced water rights. In reading through all of the documentation submitted with the change requests, it appears that you have obtained ownership of some well lots and that acres served by the water district will receive water from these wells. These water rights are for domestic and irrigation uses upon hundreds of acres in various subdivisions, mobile home parks, etc. Your maps showing your service areas do not match the places of use described by the rights.

If the district's use of the wells is to supply water to other water users, an application for transfer would be required to move the water rights to the new place(s) of use. If the places of use currently described by the water rights will continue to be served from the wells in addition to new uses by the district, then you need to file an application(s) for permit to cover the new uses. Either way, the ownership change forms you submitted do not appear to be the appropriate action for your intentions.

Please provide a written explanation of what was intended by the ownership changes within 30 days. If the appropriate filing is a transfer or a new application for permit, the fees paid on the ownership changes could be applied to the new filing(s).

Thank you for your attention to this matter.

Sincerely,

Sharla Curtis
Sr. Water Resource Agent

SRC:klt

cc: Idaho Contractors, Inc.
Charles C. Finucane
Charles &/or June Ford
Hayden Pines Water Co.

MICROFILMED

MAR 29 2004

**ANALYSIS SHEET
FOR
PROOF OF BENEFICIAL USE**

Permit No. 95-08639 Reviewed by [Signature] Date 1-10-95

GENERAL CONSIDERATIONS

yes Name same as permit?
yes Address same as permit?
yes Proof timely received?
If not, complete calculation below.

TYPES OF USE

Dom, stock, Irr.
Comm.
Correct Uses? yes

SOURCE OF WATER

 Surface water source

✓ Ground water source

yes Drilling permit required?

no Copy in the file? Drilling Permit No. 95-90-N-0017-000

100.00 Amount paid for permit

yes Correct?

no Well log in the file?

LICENSE EXAMINATION FEE

yes Required?

100.00 Amount Submitted

yes Correct?

MEASURING DEVICE

yes Required?

yes Installed?

 Waiver requested?

PRIORITY CALCULATION

Date proof received	<u> </u>	<u> </u>
Date proof due	<u> </u>	<u> </u>
No. of days late	<u> </u>	<u> </u>
Priority Date	<u> </u>	<u> </u>
New Priority Date	<u> </u>	<u> </u>

DEFICIENCIES OR ACTION ITEMS

Proof acceptable

DATA ENTRY

New Address [Signature] Proof Made 1-9-95



State of Idaho
DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000
Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

January 10, 1995

HAYDEN PINES WATER CO INC
P O BOX 992
HAYDEN ID 83835

PROOF ACKNOWLEDGEMENT LETTER

RE: PERMIT NO. 95-08639

Dear Permit Holder:

The department acknowledges receipt of the proof of beneficial use form submitted for the above referenced permit.

The next step in the process of developing a water right is for the department to conduct a field examination to determine and confirm the use being made of the water.

If you have questions concerning this matter, please feel free to contact the NORTHERN Regional Office in Coeur d'Alene, at (208) 769-1450.

Sincerely,

A handwritten signature in cursive script that reads "Julie L. Yarbrough".

JULIE L. YARBROUGH
Senior Secretary

c: IDWR - Region

RECEIVED
JAN 20 1995

HAYDEN PINES WATER COMPANY, INC.
1841 W HAYDEN AVENUE
P O BOX 992
HAYDEN IDAHO 83835
(208)772-3619

RECEIVED

JAN 09 1995

Department of Water Resources

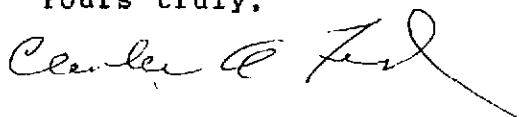
January 5, 1995

Ms. Julie L. Yarbrough
State of Idaho Department
of Water Resources
1301 North Orchard Street
Statehouse Mail
Boise ID 83720-9000

Dear Ms. Yarbrough:

Enclosed is the Proof of Beneficial Use form filled out and a
check for the \$100.00 fee.

Yours truly,



Charles A. Ford
President

RECEIVED
JAN 20 1995

December 31, 1994

HAYDEN PINES WATER CO. INC.
P.O. BOX 992
HAYDEN ID 83835

PROOF DUE NOTICE

RE: PERMIT NO. 95-08639

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before March 1, 1995.

(See last page of your approved permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a complete field examination report prepared by a certified water right examiner may be used to submit the required proof.

If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

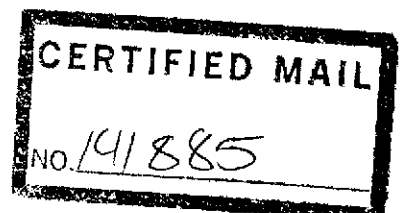
Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

SINCERELY,

JULIE L. YARBROUGH
Senior Secretary

Enclosures

RECEIVED
JAN 20 1995



S T A T E O F I D A H O

DEPARTMENT OF WATER RESOURCES

Statehouse
Boise, Idaho 83720
(208) 327-7900
March 6, 1990

HAYDEN PINES WATER CO. INC.
P.O. BOX 992
HAYDEN, ID 83835

PERMIT APPROVAL NOTICE

RE: PERMIT NO. P95-08639

Dear Permit Holder:

Enclosed is a copy of your approved application for permit. We direct your attention to the conditions of approval on the final page.

Be sure to note the special condition requiring you to install a measuring device, or a flow measurement port to provide for the installation of measuring equipment by the Department. Enclosed please find a list of measuring device options, and specifications for the installation of the flow measurement port.

You should be aware that the groundwater you propose to divert is located within a drainage basin where surface waters are regulated during the months of low flow. It is possible that diversion of groundwater may have an adverse impact on these surface water flows. Information available to us at this time does not warrant refusing to issue permits in your area, but we do caution that diversions of groundwater are not allowed to deplete flows available for surface water users with earlier priority dates. Siting your well as far from surface sources as possible and casing out upper water producing zones may reduce the potential of interference.

Section 42-235, Idaho Code, requires that a "drilling permit" must be obtained from the department for all wells constructed after July 1, 1987. A drilling permit is a separate permit that must be issued in addition to your permit to appropriate water. Commencement of well construction or diversion of water under your permit to appropriate water is prohibited unless a drilling permit is obtained.

MICROFILMED

MAR 26 1990

Please note the requirement that as a permit holder you must commence the excavation or construction of diverting works within one year of the date the permit was issued, and you must proceed diligently until the project is completed. The enclosed blue card must be completed and returned to this office as soon as you commence construction, no later than one year from the date the permit was approved.

We have enclosed a form entitled "Instructions for Proof of Beneficial Use". Please read the instructions carefully since you must take further action to develop this permit into a license.

Sincerely,

GARY SPACKMAN, Supervisor
Water Right Permits Section

GS: SC
Enclosures

MICROFILMED

MAR 26 1990

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPROPRIATION APPLICATION ANALYSIS SHEET

INITIAL REVIEW BY: 20A DATE: 1/8/90 APPLICATION: 95-8639

APPLICANT: Hayden Pines Water Co.

REQUIRED INFORMATION

- (1). ☒ Name & Address: (If applicant is a corporation or partnership, names must be provided for the director, officers, and other partners.)
(2). ☒ Source: (See USGS Quad for names of water sources)
(3). ☒ Point of Diversion including county: (10 acres for spring, lot & block descriptions for Subdivisions, local name)
(4). ☒ Quantity: (flow and/or volume)
☒ Nature of proposed use: (Include description of use)
☒ Period of use:
(5). ☒ Total Quantity: (flow and/or volume)
(6). ☒ Description of diverting works:
(7). ☒ Time required for beneficial use of water:
(8). ☒ Proposed uses
(9). ☒ Place of use or acres irrigated:
(10). ☒ Other Water Rights
(11). ☒ Ownership
(13). ☒ Map:
☒ Signature: (If applicant is corp., partnership, or municipality title of signator is required)
☒ Fee amount, receipt number and date recorded on application:
☒ Overlap Review: (Describe source & relationship to present application in remarks.)
☒ Acknowledgement Letter sent

ADDITIONAL INFORMATION

YES NO

- ☒ Field check required: Field check by: _____
☒ Field report attached:
☒ Critical groundwater area:
☒ Groundwater management area:
☒ Send dam safety information:
☒ Send power requirement letter:
☒ Send fish farm requirement letter:
☒ Power residency affidavit:
☒ Power efficiency form:
☒ Within trust water boundry: (If yes, attach Trust Water Supplementary Analysis Sheet.)
☒ Diversion greater than 5 cfs or 500 af: (If yes, attach Large Diversion supplementary analysis sheet.)

☒ FOLLOWING INFORMATION REQUESTED FROM APPLICANT
Item

Date Requested

FEB 14 1990

Department of Water Resources

PROCESSING

YES NO

In form for advertising:

Statewide advertising:

Send Copies To

YES NO

I.D. Health and Welfare

I.D. Fish and Game

I.D. Lands

Adjudication Bureau

FINAL REGIONAL PROCESSING REVIEW

YES NO

Affidavit of publication received:

Application published correctly: If not, record action taken.

Publication dates and paper recorded on application:

Protests received, Final date for protest

Protests, dates, resolution of protest recorded on application:

Recommendations attached:

Measuring device required:

Measuring port required:

Water delivered by water master? District # 95-4

Special conditions of approval or cover letter: (see additional info. below)

See Below For Additional Information

Recommended Date of Priority

Recommended by: IDK

STATE OFFICE REVIEW

005, PA3, P03, P17

4/6 2/10 016

See remarks for additional information. By

Date

8-23-90

REMARKS

SOME OF THE PLACES OF USE IS WITHIN WATER DIST. 95-4

Allow 5 yrs. for development -

IDAHO DEPARTMENT OF WATER RESOURCES
PLACE OF USE 1/4 1/4 COMPARISON REPORT

DATE: 01/13/90
PAGE: 1

WR-NUMBER	NAME	STG	SOURCE	T	R	S	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	SUM
8507472	HARMON	S	SPRING	30W	03E	25	:	:	:	:	:	:	:	:	:	:	:	:	2
8504425																			2
9407325	GARNER	S	GROUNDWATER	49N	01W	14	:	:	:	:	:	:	:	:	:	:	:	:	25
9404046	GARNER	L	RANTENAN CREEK	49N	01W	14	:	:	:	:	:	:	:	:	:	:	:	:	15
9407142	WOOD	A	RANTENAN CREEK	49N	01W	14	:	:	:	:	:	:	:	:	:	:	:	:	5
9508405	LAKESHORE LAND & INVES	D	HAYDEN LAKE	51N	03W	19	:	:	:	:	:	:	:	:	:	:	:	:	5
9500502	RUEH	P	HAYDEN LAKE	51N	03W	19	:	:	:	:	:	:	:	:	:	:	:	:	5
9508405																			5
9508638	YOST	S	SPRING	51N	03W	9	:	:	:	:	:	:	:	:	:	:	:	:	1
9504660	YOST	L	GROUNDWATER	51N	03W	9	:	:	:	:	:	:	:	:	:	:	:	:	1
9508314	KIRKPATRICK	P	GROUNDWATER	51N	03W	9	:	:	:	:	:	:	:	:	:	:	:	:	5
9508499																			5
9508639	HAYDEN PINES WATER CO. A	A	GROUNDWATER	51N	03W	5	:	:	:	:	:	:	:	:	:	:	:	:	12
9508639																			12
9508639	HAYDEN PINES WATER CO. A	A	GROUNDWATER	51N	03W	6	:	:	:	:	:	:	:	:	:	:	:	:	12
9508639																			12
9508639	AVONDALE IRRIGATION DI P	P	HAYDEN LAKE	51N	03W	7	:	:	:	:	:	:	:	:	:	:	:	:	145
9508568	HAYDEN PINES WATER CO. A	A	GROUNDWATER	51N	03W	7	:	:	:	:	:	:	:	:	:	:	:	:	24
9508639																			24
9508639	HAYDEN PINES WATER CO. A	A	GROUNDWATER	51N	03W	8	:	:	:	:	:	:	:	:	:	:	:	:	24
9508639																			24
9508639	HAYDEN PINES WATER CO. A	A	GROUNDWATER	51N	03W	17	:	:	:	:	:	:	:	:	:	:	:	:	4
9508639																			4
9508639	AVONDALE ON HAYDEN INC D	D	AVONDALE LAKE	51N	03W	18	:	:	:	:	:	:	:	:	:	:	:	:	58
9500012	GODDE	D	HAYDEN LAKE	51N	03W	18	:	:	:	:	:	:	:	:	:	:	:	:	58
9500146	THE COEUR D ALENE COUN D	D	HAYDEN LAKE	51N	03W	18	:	:	:	:	:	:	:	:	:	:	:	:	58
9500416	AVONDALE IRRIGATION DI L	L	GROUNDWATER	51N	03W	18	:	:	:	:	:	:	:	:	:	:	:	:	58
9507558	AVONDALE IRRIGATION DI P	P	HAYDEN LAKE	51N	03W	18	:	:	:	:	:	:	:	:	:	:	:	:	28
9508568	HAYDEN PINES WATER CO. A	A	GROUNDWATER	51N	03W	18	:	:	:	:	:	:	:	:	:	:	:	:	83
9508639																			6

MICROFILMED

MAR 26 1990

IDAHO DEPARTMENT OF WATER RESOURCES
PLACE OF USE 1/4 1/4 COMPARISON REPORT

DATE: 01/13/90
PAGE: 2

WE-NUMBER	NAME	STG	SOURCE	T	R	S	NE	NE	NW	SW	SE	SUM
9508639	HAYDEN PINES WATER CO. A	GROUNDWATER	52N 04W 1									16
9508639	DENNIS	L	UNNAMED STREAM	52N 04W 2								4
9508498	UMPHREY	P	GROUNDWATER	52N 04W 2								10
9508639	HAYDEN PINES WATER CO. A	GROUNDWATER	52N 04W 2									16
9508639	HAYDEN PINES WATER CO. A	GROUNDWATER	52N 04W 11 2	2	2	2	2	2	2	2	2	16
9508639	HAYDEN PINES WATER CO. A	GROUNDWATER	52N 04W 12 4	4	4	4	4	4	4	4	4	40
9607813	BORDEN	P	GROUNDWATER	54N 03W 25								10
9607710	TATE	P	GROUNDWATER	54N 03W 25								20
9608583	NUNN	L	SAGE CREEK	53N 02W 31								59
9602270	NUNN	L	SAGE CREEK	53N 02W 31	13							63
9607609	WILLIAMS	L	UNNAMED STREAM	53N 02W 31	33							1
9607622	WHITE	P	UNNAMED STREAM	53N 02W 31								1
9607686	SYLVE	L	SAGE CREEK	53N 02W 31								1
9607696	HEMPEN	L	SAGE CREEK	53N 02W 31	1							1
9607706	HOWARD	L	SAGE CREEK	53N 02W 31	2							2
9607707	HOWARD	L	GROUNDWATER	53N 02W 31	2							2
9607866	KELSO	L	SAGE CREEK	53N 02W 31								2
9608060	ENTENMAN	P	SPRING	53N 02W 31								10
9608174	SYLVE	L	SAGE CREEK	53N 02W 31								1
9608566	HOWARD	P	SAGE CREEK	53N 02W 31	10							10
9608583	WHITE	A	UNNAMED STREAM	53N 02W 31								10

PROFILMED

MAR 26 1990



State of Idaho

DEPARTMENT OF WATER RESOURCES

NORTHERN REGION, Suite 210 • 1910 Northwest Blvd. • Coeur d'Alene, Idaho 83814 • (208) 765-4639

CECIL D. ANDRUS
Governor

R. KEITH HIGGINSON
Director

January 10, 1990

Idaho Divn. of Environment
2110 Ironwood Parkway
Coeur d'Alene, Id. 83814

Re: 95-8639

Gentlemen:

Enclosed is information which may be of interest to your Agency relating to an application recently filed with the Idaho Department of Water Resources.

Sincerely,

ROBERT G. HAYNES, P.E.
Regional Manager

RGH/pms
Enclosure

Enclosure

MAIL ROOM

MAR 26 1990

Celebrate
IDAHO
1890 • CENTENNIAL • 1990

95-08639

HAYDEN PINES WATER CO. INC.
P.O. BOX 992
HAYDEN, ID 83835

Source: GROUNDWATER

Diversion Pt: NWNWNE Sec 11 T 51N R 04W

Use: IRRIGATION (1.000 CFS)
INDUSTRIAL (.500 CFS)
COMMERCIAL (.500 CFS)
DOMESTIC (1.000 CFS)
Total Diversion: (1.000 CFS)

Date Filed: 1/05/1990

In: T51N R03W S05	NESW	NWSW	SWSW	SESW
	NWSE	SWSE		
S06	NESW Lot 6	(NWSW) Lot 7	(SWSW)	SESW
	NESE	NWSE	SWSE	SESE
S07	NENE	NWNE	SWNE	SENE
	NENW Lot 1	(NWNW) Lot 2	(SWNW)	SENW
	NESW Lot 3	(NWSW) Lot 4	(SWSW)	SESW
	NESE	NWSE	SWSE	SESE
S08	NWNE	SWNE	NENW	NWNW
	SWNW	SENW	NESW	NWSW
	SWSW	SESW	NWSE	SWSE
S17 Lot 2	(NWNE)	SWNE Lot 3	(NENW)	NWNW
Lot 4	(SWNW)	(SENW)		
S18	NENE Lot 8	(NWNE) Lot 9	(SWNE)	SENE
	NENW Lot 1	(NWNW) Lot 2	(SWNW) Lot 7	(SENW)
T52N R04W S01	NESW	NWSW	SWSW	SESW
	NESE	NWSE	SWSE	SESE
S02	NESW	NWSW	SWSW	SESW
	NESE	NWSE	SWSE	SESE
S11	NENE	NWNE	SWNE	NENW
	NWNW	SWNW	SENW	SENE
S12	NENE	NWNE	SWNE	SENE
	NENW	NWNW	SWNW	SENW
	NESE	SESE		

200.0 ACRES TOTAL

RECORDED

MAR 26 1990