



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

October 01, 2025

J MICHAEL HANIGAN AND KIMBERLY G HANIGAN LIVING TRUST
1785 NW 24TH ST
FRUITLAND ID 83619-2179

RE: Change in Ownership for Water Right No(s): 78-12389

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on September 22, 2025 for the above referenced water right. The Notice could not be processed because Water Right 78-12389 is not an appurtenance to your property.

The Department's research found that Water Right 78-12389 is an appurtenance of Parcel PIN RP23N01E321060; this parcel is under the ownership of Canyon Pines RV Resort LLC. The Department did not find any water rights appurtenant to your property on Parcel PIN RP23N01E320651.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. A refund of \$100 has been requested and will be mailed to MICHAEL HANIGAN under separate cover from the Idaho State Controller's Office.

If you have any questions regarding this matter, please contact me at 208-287-4800.

Sincerely,

Debra Mansfield

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

c: CANYON PINES RV RESORT

Mansfield, Debra

From: Mansfield, Debra
Sent: Tuesday, September 30, 2025 3:17 PM
To: IdwrPayable
Subject: REFUND: HANIGAN, MICHAEL

TO: Sascha Marston, Susan Steed

FROM: Debra Mansfield

DATE: September 30, 2025

RE: Refund: Notice Of Change In Water Right Ownership

The J MICHAEL HANIGAN AND KIMBERLY G HANIGAN LIVING TRUST submitted a Notice Of Change In Water Right Ownership for Water Right 78-12389 but Water Right 78-12389 is not an appurtenance to their property.

Please issue a refund of \$100.00 to:

MICHAEL HANIGAN
1785 NW 24TH ST
FRUITLAND ID 83619-2179

RECEIPT #

W052750

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

SEP 24 2025

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

DE

SEP 22 2025

DEPARTMENT OF
WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

WATER RESOURCES
WESTERN REGION

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
78-12389	Yes ☒	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name:

Canyon Pines RV Park

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s):

J. Michael Hanigan and Kimberly G. Hanigan Living Trust

New owner(s) as listed on the conveyance document

Name connector ☐ and ☒ or

1785 NW 24th St.

Mailing address

Fruitland

City

ID

State

83619

Zip

208-739-0088

Telephone

mike@hanigan.com

Email

4. If the water rights and/or adjudication claims were split, how did the division occur?

- ☒ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: April 1, 2025

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐

- o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:

- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
o \$25 per undivided water right.
o \$100 per split water right.
o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature:

Signature of new owner/claimant

Title, if applicable

Date

J. Michael Hanigan

Print name

Trustee

9-19-25

- Signature:

Signature of new owner/claimant

Title, if applicable

Date

Kimberly G. Hanigan

Print name

Trustee

9-19-2025

Received by

CC

Date

9-22-25

Receipt No.

W052750

Receipt Amt.

\$100.00

Active in the Water Supply Bank? Yes ☐ No ☐

If yes, forward to the State Office for processing

W-9 received? Yes ☐ No ☐

Name on W-9

Approved by

Processed by

Date

Instrument # 548857

IDAHO COUNTY, IDAHO

04-22-2025 09:58:19 AM No. of Pages: 3

Recorded for: REECE M. HRIZUK, ATTORNEY AT LAW

Kathy M Ackerman Fee: \$15.00

Ex-Officio Recorder Deputy: Js

WARRANTY DEED

For Value Received, **NUNZIO SGROI**, a single man, Grantor, hereby transfers, conveys, grants and warrants unto **J. MICHAEL HANIGAN** and **KIMBERLY G. HANIGAN**, as Trustees of **THE J. MICHAEL HANIGAN AND KIMBERLY G. HANIGAN LIVING TRUST**, a trust established under the laws of the State of Idaho by an Agreement dated March 31, 2004, and Amended and Restated September 21, 2017, of 1785 N.W. 24th Street, Fruitland, Idaho, Grantee, all that certain real property more particularly described in **EXHIBIT "A"**, attached hereto and incorporated herein by reference (hereafter referred to as the "Property").

TO HAVE AND TO HOLD the Property, with its appurtenances unto the Grantee, its assigns and successors-in-interest forever and the Grantor covenants to and with the Grantee that Grantor is the owner in fee simple of the Property; that the Property is free from all encumbrances, excepting those as may be herein set forth, and excepting those of record; and, that he will warrant and defend the same from all lawful claims.

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 24 day of March, 2025.


NUNZIO SGROI

Until a change is requested,
send all tax statements to the
following

J. Michael Hanigan
1785 N.W. 24th Street
Fruitland, ID 83619

After recording, return to

Reece M. Hrizuk
Attorney at Law
224 SW 3rd Street
Fruitland, ID 83619

County of Idaho

before me, the undersigned, a Notary Public in and for said State, personally appeared **NUNZIO SGROI**, a single man, known or identified to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same.

affixed my official seal the day and year first above written.

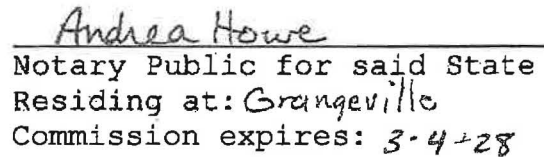


EXHIBIT "A"

Land in Idaho County, Idaho, as follows:

Township 23 North, Range 1 East, Boise Meridian, Idaho County, Idaho

Section 32: A parcel of land situate in the W $\frac{1}{2}$.NE $\frac{1}{4}$, more particularly described as follows:

Commencing at a brass cap marking the Northeast 1/16 corner of Section 32, said Township and Range;

thence S 89°50'39" W, 85.64 feet along the 1/16th line to an aluminum cap on the West Right of Way boundary of State Highway 95;

thence N 18°51'06" W, 825.49 feet along said Right of Way boundary to a 1/2 inch rebar, the Real Point of Beginning;

thence continuing along said Right of Way boundary N 18°51'06" W, 181.34 feet to a 5/8 inch rebar; thence along said Right of Way boundary N 30°09'48" W, 191.12 feet to a 5/8 inch rebar on the high water line of the Little Salmon River;

thence southerly along said high water line of the Little Salmon River:

S 26°05'08" W, 115.21 feet;

S 11°31'29" W, 191.04 feet;

S 00°02'09" W, 226.66 feet;

S 15°00'25" E, 153.14 feet, to a 1/2 inch rebar;

thence leaving said high water line S 86°24'36" E, 51.28 feet to a 1/2 inch rebar;

thence N 16°11'49" E, 142.29 feet to a 1/2 inch rebar;

thence N 06°41'27" E, 205.66 feet to a 1/2 inch rebar;

thence S 84°02'20" E, 89.59 feet to the Point of Beginning.

Bearings are based on Record of Survey Instrument No. 404948.

SUBJECT to all valid outstanding reservations, easements, rights-of-way, restrictions, dedications, mineral leases, mineral reservations and mineral conveyances of record.

Together with all water and water rights, ditches and ditch rights, minerals and mineral leases, tenements and hereditaments, appurtenances and fixtures, easements, rights, privileges, permits and licenses thereunto belonging, in anywise appertaining or used in connection therewith, and the reversions, remainders, rents, issues and profits thereof.

CERTIFICATION OF TRUST

STATE OF IDAHO)
 : ss.
County of Payette)

The undersigned being all of the currently acting trustees of the trust, being of lawful age, hereby declare the following to be true and correct:

1. **"THE J. MICHAEL HANIGAN AND KIMBERLY G. HANIGAN LIVING TRUST"**, U/T/A dated March 31, 2004, and Amended and Restated September 21, 2017 is a valid and existing trust.

2. The trust is a "grantor trust", and therefore, it does not have a tax identification number (TIN), but uses the social security number of the Grantor/Settlor.

3. The names and address of the Grantors/Settlors of the trust are:

**J. MICHAEL HANIGAN
KIMBERLY G. HANIGAN
1785 NW 24th Street
Fruitland, ID 83619**

4. The names and address of the current trustees of the trust are:

**J. MICHAEL HANIGAN
KIMBERLY G. HANIGAN
1785 NW 24th Street
Fruitland, ID 83619**

5. The powers conferred upon the trustees are all of the powers and authority set forth in the Uniform Trustee's Powers Act, being Chapter 1 of Title 68, Idaho Code, as now in effect and as it may hereafter be amended, and includes the powers to sell, convey and exchange assets, the power to borrow money and encumber the trust assets without any restriction imposed upon the trustee in dealing with assets of the trust.

6. The trust is revocable and amendable by the Grantors/Settlors.

7. Title to trust assets is to be taken in the following manner:

"THE J. MICHAEL HANIGAN AND KIMBERLY G. HANIGAN LIVING TRUST, U/T/A dated March 31, 2004, and Amended and Restated September 21, 2017 of which J. MICHAEL HANIGAN and KIMBERLY G. HANIGAN are the current trustees."

8. The trust has not been revoked, modified or amended in any manner which would cause the representations contained herein to be incorrect.

Signed at Fruitland, Idaho, this 21st day of September, 2017.

COPY


J. MICHAEL HANIGAN


KIMBERLY G. HANIGAN

SUBSCRIBED AND SWORN TO before me this 21st day of September, 2017.




Notary Public for said State
Residing at: Fruitland, ID
My commission expires: 1-9-20

ASSUMPTION OF DEED OF TRUST AGREEMENT

THIS ASSUMPTION OF DEED OF TRUST AGREEMENT, is made and entered into this 18th day of April, 2025, by and among **J. MICHAEL HANIGAN** and **KIMBERLY G. HANIGAN**, as Trustees of **THE J. MICHAEL HANIGAN AND KIMBERLY G. HANIGAN LIVING TRUST**, a trust established under the laws of the State of Idaho by an Agreement dated March 31, 2004, and Amended and Restated September 21, 2017 (hereinafter referred to as the "Buyers"); **NUNZIO SGROI**, a single man (hereinafter referred to as the "Seller"); and, **DANE KENNEDY** and **MARILYN SMITH**, husband and wife (hereinafter referred to as the "Beneficiary").

W I T N E S S E T H:

WHEREAS, the Buyers are the buyers under that certain Agreement for the Purchase and Sale of Real Property dated April 1, 2025 with the Seller as seller (hereinafter referred to as the "PSA"), whereupon Buyers agree to assume and make all payments which the Beneficiary is owed under that certain Promissory Note and Deed of Trust dated July 1, 2024 and recorded July 2, 2024 in the Official Records of Idaho County, Idaho as Instrument Number 544859 attached hereto as Exhibit "A" and incorporated herein by reference (hereinafter referred to as the "Deed of Trust") secured upon real property located in Idaho County, Idaho (hereinafter referred to as the "Property"); and,

ASSUMPTION OF DEED OF TRUST AGREEMENT - 1

WHEREAS, Seller desires to transfer and convey his interest in the Deed of Trust and the Property to Sellers upon Sellers' assumption of the obligations of Buyer under the Deed of Trust; and,

WHEREAS, Buyers and Seller desire to obtain from the Beneficiary their written consent of the assumption of the Deed of Trust and the transfer and conveyance of the Property.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings of the parties set forth below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals of facts and understandings of the parties are true and correct and are incorporated herein as the agreement of the parties.

2. Buyers agree from and after the closing date of the PSA and upon the transfer and conveyance of the Property to the Buyers, to make all payments on the Deed of Trust, punctually and at the times, in the manner, and in all other respects as therein stated; to perform all of the obligations of Seller provided in the Deed of Trust, at the time, in the manner, and in all other respects as therein stated; and to be bound by all of the terms of the Deed of Trist.

3. Beneficiary hereby consents to the assumption of the Deed of Trust by Seller to Buyers. The right of Beneficiary to accelerate payment of the Agreement upon transfer of the Property from Seller to Buyers is hereby waived by Beneficiary solely as to said transfer.

4. The Property shall remain subject to the lien, charge, or encumbrance of the Deed of Trust and nothing contained herein or any action taken pursuant to this Agreement shall affect or be construed to affect the lien, charge, or encumbrance of the Deed of Trust or the priority thereof over other liens, charges, or encumbrances upon the Property.

5. Buyers and Seller each represent and warrant that, to the best of their knowledge, they are not aware of any defaults under the Deed of Trust. Seller further represents and warrants that he presently has no defense, nor does he have present knowledge of any facts that would give rise to any defense, to the obligations of Seller that Buyers are agreeing hereunder to assume under the Deed of Trust.

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

7. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assignees of the parties hereto.

8. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement, will be effective unless evidenced by an instrument in writing signed by the parties.

9. The parties agree that, should any provisions or terms hereof be held by the Courts to be invalid, void, otherwise unenforceable, illegal or in conflict with any law of this state, the validity of the remainder of this Agreement shall not be affected, impaired or invalidated thereby, and shall remain in full force and effect, and the rights and obligations of the parties shall be treated and enforced as if the Agreement did not contain the said invalid provision or term, and the Agreement shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

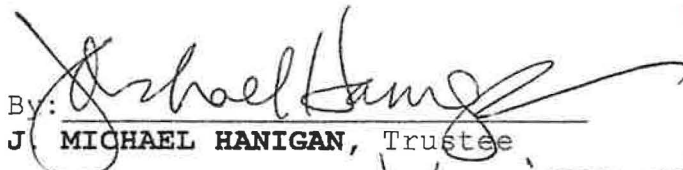
10. This Agreement is the final agreement and constitutes and contains the entire Agreement of the parties and supersedes and merges all other prior understandings and agreements between the parties, except for the PSA, if any, whether verbal or written.

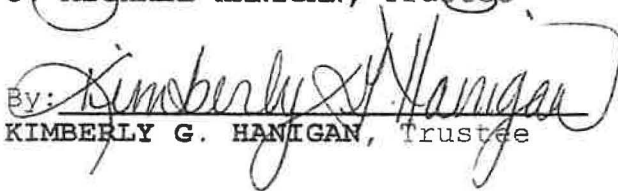
IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands the day and year in this Agreement first above
written.

BUYERS:

**THE J. MICHAEL HANIGAN AND
KIMBERLY G. HANIGAN LIVING TRUST:**

SELLER:

By: 
J. MICHAEL HANIGAN, Trustee

By: 
KIMBERLY G. HANIGAN, Trustee


NUNZIO SCROI

BENEFICIARY:

Dane Kennedy
DANE KENNEDY

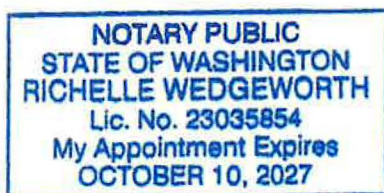
Marilyn Smith
MARILYN SMITH

STATE OF WASHINGTON)
) ss.
County of Pierce)

COPY

On this, the 11 day of April, 2025 before me, the undersigned, a Notary Public in and for said State, personally appeared **DANE KENNEDY** and **MARILYN SMITH**, husband and wife, known or identified to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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



Richelle Wedgeworth
Notary Public for said State
Residing at: Pierce County
Commission expires: October 10, 2027

STATE OF IDAHO)
 : ss.
County of Idaho)

On this, the 24th day of March, 2025,
before me, the undersigned, a Notary Public in and for said
State, personally appeared **NUNZIO SGROI**, a single man, known or
identified to me to be the person whose name is subscribed to
the foregoing instrument and acknowledged to me that she
executed the same.

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



Andrea Howe
Notary Public for said State
Residing at: Grangerville
Commission expires: 3-4-28

STATE OF IDAHO)
 : ss.
County of Payette)

On this, the 14th day of March,
2025, before me, the undersigned, a Notary Public in and for
said State, personally appeared **J. MICHAEL HANIGAN** and **KIMBERLY
G. HANIGAN**, known or identified to me to be the persons whose
names are subscribed to the foregoing instrument as Trustees of
THE J. MICHAEL HANIGAN AND KIMBERLY G. HANIGAN LIVING TRUST,
U/T/A dated March 31, 2004, and Amended and Restated September
21, 2017, and acknowledged to me that they executed the same as
such Trustees on behalf of said Trust.

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



[Signature]
Notary Public for said State
Residing at:
Commission expires:

[Current info]

IDAHO DEPARTMENT OF WATER RESOURCES

9/18/2025

Proof Report

Water Right 78-12389

Owner Type **Name and Address**
Current Owner CANYON PINES RV RESORT
159 BARN RD
POLLOCK, ID 83547-5013
(208) 628-4006

Priority Date: 8/4/2010

Basis: License

Status: Active

COPY

Source
GROUND WATER
LITTLE SALMON RIVER

Tributary
SALMON RIVER

Beneficial Use	From	To	Diversion Rate	Volume
IRRIGATION	02/15	11/30	0.060 CFS	8.0 AF
	Total Diversion		0.060 CFS	8.0 AF

Source and Point(s) of Diversion:

GROUND WATER	NWNE	Sec. 32, Twp 23N, Rge 01E, IDAHO County
LITTLE SALMON RIVER	NWNE	Sec. 32, Twp 23N, Rge 01E, IDAHO County

Place Of Use:

IRRIGATION within IDAHO County

			NE				NW				SW				SE				Totals
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
23N	01E	32		2.0															2.0

POU Total Acres: 2.0

Conditions of Approval:

1. F06 The following rights are diverted through the ground water point of diversion described above: 78-12177 & 78-12389.
2. R68 This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 4.0 afa per acre at the field headgate for irrigation of the place of use.
3. 004 This right does not grant any right-of-way or easement across the land of another.
4. 01M 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 use power records to determine the amount of water diverted and shall annually report the information to the Department.
5. 103 When ordered by the Director, the right holder shall provide mitigation

IDAHO DEPARTMENT OF WATER RESOURCES

9/18/2025

Proof Report

acceptable to the Director to offset depletion of lower Snake River flows needed for migrating anadromous fish. The amount of water required for mitigation, which is to be released into the Snake River or a tributary for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this right. Any order of the Director issued in accordance with this paragraph shall be in conformance with applicable rules allowing the right holder due process as the need for mitigation and the amount of mitigation are determined.

Comments:

1 kwalker 12/12/2012 Place of use
Map attached to exam shows a portion of the SWNE in the place of use. In talking with examiner it was determined there is no irrigation in that area so we have not included it on this license. The place of use on exam map is a copy of the tax lot owned by the right holder.

2 kwalker 12/12/2012 POD
Updated Shape

3 kwalker 12/12/2012 POD
PODID 845236 correlated from SpatialDataID 470946 to SpatialDataID 470946

4 kwalker 12/12/2012 POU
Updated Shape

COPY

Dates and Other Information:

Licensed Date: 12/14/2012
Water District Number: NWD
Generic Max Rate Per Acre: 0.030
Generic Max Volume Per Acre: 4.0
Mitigation Plan: False

Combined Use Limits:

N/A

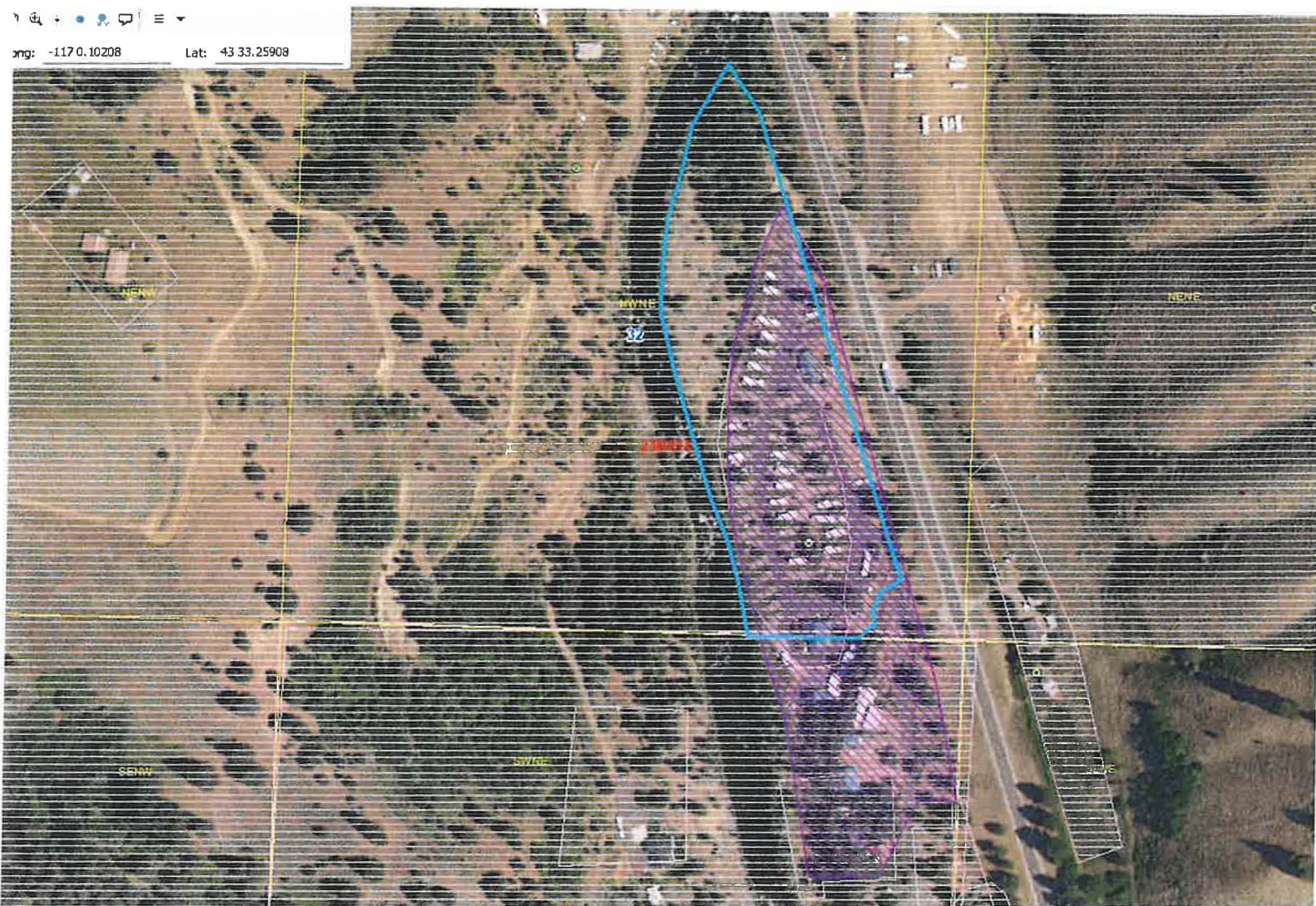
Verification Log

SubCase:

N/A

Water Supply Bank:

N/A



COPY

This map was provided by Clint Lindow
of ID DWR.

Blue line includes 2 properties
(water right 78-12389)

Hanigan property (165 Barn Road - north of Canyon Pine
RV Resort)
is asking
for a split of current water right

Current water right
→ 78-12389

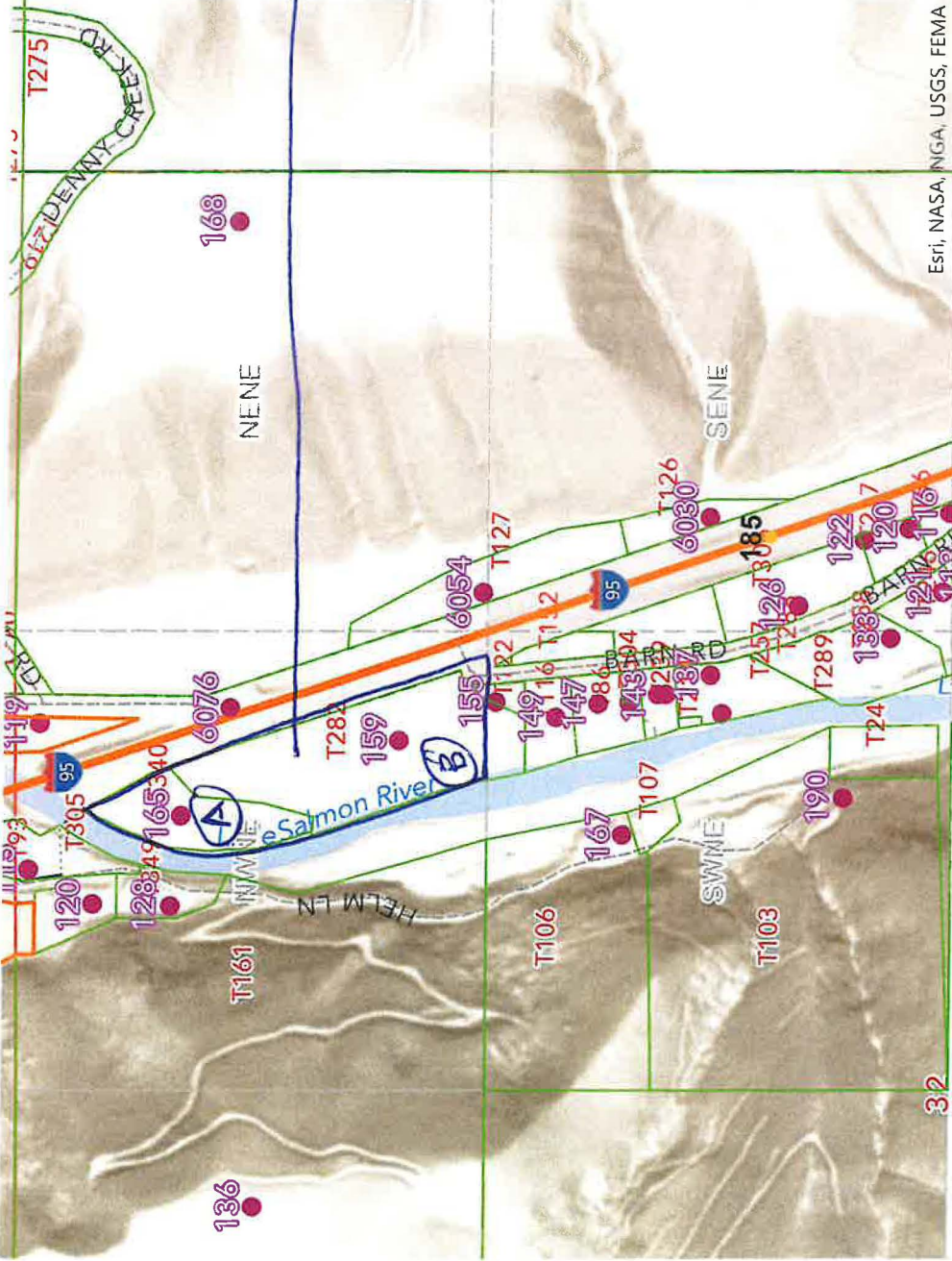
includes both

165 Barn Road (A)

and

159 Barn Road (B)
(Canyon Pines RV)

COPY



Split:

165 Barn Road (Hanigan property)
from

NENE

159 Barn Road (Canyon Pines RV Resort)

COPY

Sources: Esri, Maxar, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community