

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, see #6 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
95-09436	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: Pine Ridge Development LLC C/O George Whitmire
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Wheat Ridge Farms Homeowners Association Inc. C/O Jason Salois
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 30128 N Wheatridge Road Athol ID 83801
Mailing address City State ZIP
- (208) 610-9826 jasonsalois@hotmail.com
Telephone 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: 7/31/2015

6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed IRS Form W-9 for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed Lessor Designation form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).

7. This form must be signed and submitted with the following **REQUIRED** items:
- ☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
- ☒ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
- ☒ Filing fee (see instructions for further explanation):
- ☐ \$25 per *undivided* water right.
 - ☐ \$100 per *split* water right.
 - ☐ 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:  Director 02/07/2016
Signature of new owner/claimant Title, if applicable Date
- Signature:  Director Feb 7, 2016
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by N/A Date N/A Receipt No. N/A Receipt Amt. N/A

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 24 Processed by 24 Date 2016

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Legend

- ESPA
- GCDB Township/Range
- GCDB Section
- GCDB Quarter-Quarter
- Counties

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JAMES, VERNON & WEEKS, P.A.

ATTORNEYS AT LAW

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MELANIE E. BAILLIE
LEANDER L. JAMES*
DANIEL M. KEYES*
WES S. LARSEN*
STEPHEN J. NEMEC†

ALL ATTORNEYS LICENSED IN IDAHO
*ATTORNEYS LICENSED IN WASHINGTON STATE
•ATTORNEY LICENSED IN UTAH
°ATTORNEY LICENSED IN MONTANA
•ATTORNEY LICENSED IN ALASKA
†REGISTERED PATENT ATTORNEY
♦OF COUNSEL

DOUGLAS A. PIERCE*
CRAIG K. VERNON*
SUSAN P. WEEKS
STEVEN C. WETZEL♦

August 5, 2015

Charles F. Bergh
29759 N Wheatridge Road
Athol, ID 83801

Via U.S. Mail and email: charlesbergh@hotmail.com

Jason Salois
30128 N Wheatridge Road
Athol, ID 83801

Via email: jason@peaksandandgravel.com

RE: PINE RIDGE DEVELOPMENT, LLC
WHEAT RIDGE FARMS HOMEOWNERS ASSOCIATION, INC.
CORRECTION QUITCLAIM DEED, BILL OF SALE, AND
ASSIGNMENT OF GROUND LEASE

Dear Carl and Jason:

Enclosed for your review is the Correction Quitclaim Deed, Bill of Sale, and Assignment of Ground Lease, with the correction as requested by Queen Victoria. So far I have heard nothing from the county which I take as a good sign. If you hear anything please advise.

Also enclosed is a map with the hand written location of the important locations of the water system. There were no "as builts" created at the time of the construction.

Sincerely,

JAMES, VERNON & WEEKS, PA



Steven C. Wetzel

SCW/dh
Enclosures

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CORRECTION
QUITCLAIM DEED, BILL OF SALE, AND
ASSIGNMENT OF GROUND LEASE

(Correcting Instrument Number 2502672000)

This Correction Quitclaim Deed, Bill of Sale, and Assignment of Ground Lease made and dated this 31st day of July, 2015, by and between PINE RIDGE DEVELOPMENT, LLC, an Idaho limited liability company, and WHEAT RIDGE FARMS HOMEOWNERS ASSOCIATION, INC., an Idaho corporation, ("Association"). The instrument being corrected was recorded on 6-17-2015 as instrument number 2502672000. This instrument corrects a clerical error found at page 2 paragraph 1. **The error specified instrument number 2502672000 relates to the erroneous specification of instrument # "178286" which should have been instrument # "1758283."** All other aspects of the instrument number 2502672000 remain the same and are restated herein.

RECITALS:

- A. Wheat Ridge Farms, a subdivision ("the Project") was lawfully subdivided by a recorded plat found in the records of Kootenai County evidenced by the recorded plat in Book "G" of Plats, Pages 392, 392A and 392B.
- B. The Declaration of Covenant, Conditions and Restrictions was recorded in the records of Kootenai County on August 7, 2002, as Instrument No. 1746182 ("the Declaration").
- C. Association is a non-profit corporation created in August 2004, whose members are owners of lots in the Project.
- D. The Declarant for the Project was Pine Ridge Development, LLC (the Declarant").
- F. The well that serves the Project is located on one of the parcels that is encumbered by the Declaration. The owner of the parcel, where the well is located, is John Kunz. Mr. Kunz is a member of the Association. Mr. Kunz came into title of the parcel on October 11, 2002 by way of a Warranty Deed recorded in the records of Kootenai County as instrument #1758283.
- G. A Conveyance and Ground Lease Agreement for Water Well between the Declarant and John Kunz was signed and recorded as part of the conveyance to Mr. Kunz on October 11, 2002. The Conveyance and Ground Lease Agreement for Water Well was recorded in the records of Kootenai County as instrument # 1758286.

H. The Association and Declarant desire to convey and/or assign all rights, obligations contained in the Conveyance and Ground Lease Agreement for Water Well from the Declarant to the Association.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as set forth below, the parties agree as follows:

1. Conveyance of Real Property: Pine Ridge Development, L.L.C., Grantor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby REMISE, RELEASE, and forever QUITCLAIM unto Wheat Ridge Farms Homeowners Association, Inc., whose address is 30128 N Wheatridge Road, Athol, Idaho 83801, as GRANTEE and to GRANTEE's successors, and assigns forever real estate located in Kootenai County, State of Idaho, more particularly described on Exhibit A and illustrated on Exhibit "B" of the Conveyance and Ground Lease Agreement for Water Well was recorded in the records of Kootenai County as instrument # 1758286.

TOGETHER with all tenements, hereditaments and appurtenances thereunto belonging, and all after acquired title and interest to said property above described.

2. Conveyance of Personal Property: Pine Ridge Development, L.L.C., an Idaho limited liability company (hereinafter referred to as "Declarant") for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration paid by WHEAT RIDGE FARMS HOMEOWNERS ASSOCIATION, INC., (hereinafter "ASSOCIATION") makes this conveyance of personal property. Declarant does hereby acknowledge receipt of the consideration. Declarant, in exchange for such consideration, does hereby GRANT, BARGAIN, SELL and CONVEY unto ASSOCIATION and to its successors and assigns, all of that certain personal property, related to the well, pump, valves, lines and other ancillary equipment related to the water system that serves WHEAT RIDGE FARMS, a Kootenai County Subdivision, recorded in the Book "G" of Plats, Pages 392, 392A and 392B and all the property encumbered by the Declaration of Protective Covenants of Wheat Ridge Farms recorded in the records of Kootenai County as instrument # 1746182.
3. Assignment of Agreement: Pine Ridge Development, L.L.C., does hereby assign all of its right, title and interest in and to the Conveyance and Ground Lease Agreement for Water Well, recorded in the records of Kootenai County as instrument # 1758286, any water rights it presently has, including any water rights it has by appropriation or by claims to water rights filed with the Idaho department of Water Resources appurtenant to the real property and to the well located on the real property described in Exhibit "A" and illustrated on Exhibit "B" of the Conveyance and Ground Lease Agreement for Water Well was recorded in the records of Kootenai County as instrument # 1758286.
4. Intent for Complete Conveyance: It is the intent of the parties to convey all of the Declarant's interest in the well the well rights, the water rights, the pump, the pipes the valves and any part of the water system as a whole.

31st

By: George Whitmire
GEORGE WHITMIRE, Managing Member

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

Notary Public in and for the State of Idaho
Commission Expires: 7/15/21

ON OF A PORTION OF THE WEST 1/2
TOWNSHIP 53 NORTH, RANGE 3 WEST
KOOTENAI COUNTY, IDAHO

1758286

EXHIBIT A
WELL LOT

A parcel of land located in the Northwest quarter of the Northeast quarter of Section 17, Township 53 North, Range 3 West, Boise Meridian, Kootenai County, Idaho. More particularly described as follows:

Commencing at a 3½" brass cap monument marking the North quarter corner of said section 17, from which a 2¼" zinc cap monument marking the Northeast corner of said section 17 bears North 89°29'34" East a distance of 2647.61 feet;

Thence from said point of commencement, along the North line of said section 17, North 89°29'34" East a distance of 1323.81 feet; to the East sixteenth corner for sections 8 and 17;

Thence South along the East line of the Northwest quarter of the Northeast quarter of said section 17 South 00°09'56" West a distance of 795.91 feet to iron rod and cap stamped "PLS 4194". Said iron rod marking the Northeast corner of Lot 7, Block 1 of Wheat Ridge Farms, said plat recorded in Book "G" of plats, Pages 392, 392A and 392B, records of Kootenai County, Idaho;

Thence leaving said east line westerly along the North line of said lot 7, South 89°29'34" West a distance of 654.42 feet to iron rod and cap stamped "PLS 4194". Said iron rod marking the true Point of Beginning;

Thence North 00°07'48" East a distance of 115.00 feet along the East boundary of Lot 1, Block 1 of said plat to a point;

Thence North 89°29'34" East a distance of 123.00 feet to a point;

Thence South 00°07'48" West a distance of 115.00 feet to a point on the North boundary of Lot 7, Block 1 of said plat;

Thence South 89°29'34" West a distance of 123.00 feet along the North boundary of said plat to the true Point of Beginning;

Said described parcel of land containing 14,144 square feet (.32 acres) more or less.

All as shown on "EXHIBIT B".



STATE OF IDAHO } SS
COUNTY OF KOOTENAI }
AT THE REQUEST OF _____
NORTH IDAHO TITLE INS.
OCT 17 3 50 PM '02
DANIEL J. ENGLISH
DEPUTY
FEES \$ 24.00

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1758286

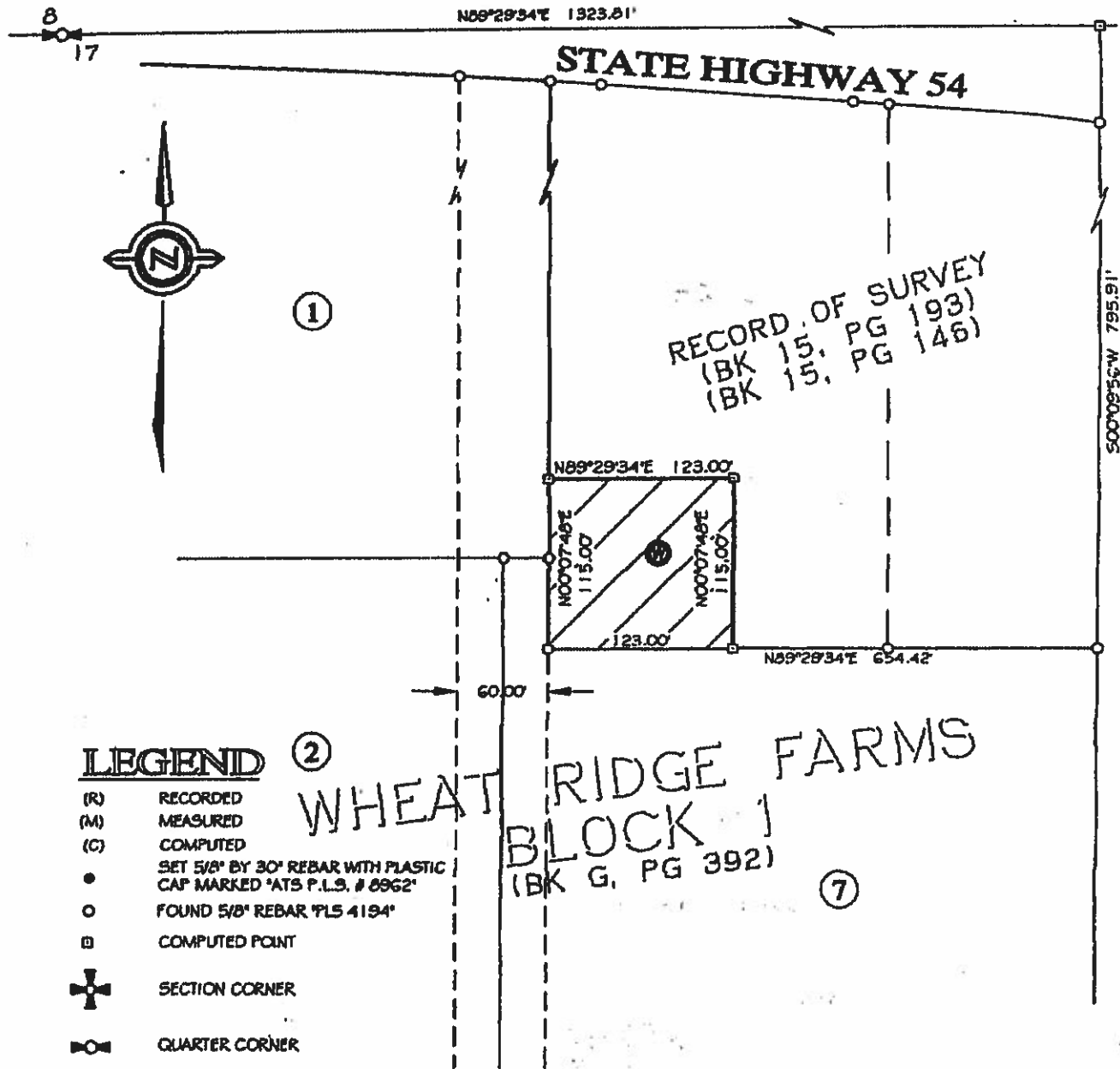
EXHIBIT B

A PORTION OF THE NORTHWEST 1/4, OF THE NORTHEAST 1/4
OF SECTION 17, TOWNSHIP 53 NORTH, RANGE 3 WEST, B.M.
KOOTENAI COUNTY, IDAHO

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IDWS 1/4 NORTH



ADVANCED
TECHNOLOGY
SURVEYING

• PH. (208) 772-2745 • FAX (208) 762-7731 •

SCALE: N.T.S.

CHECKED BY MM

DATE: 02/25/07

DRAWN BY MM

DATE: 02/25/07

DWG: EXHIBIT B

PROJ: 2-004

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CONVEYANCE AND GROUND LEASE AGREEMENT FOR WATER WELL

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THIS Lease is made effective on the 11 day of October, 2002,
by and between PINE RIDGE DEVELOPMENT, LLC, herein referred to as "PINE
RIDGE" and JOHN KUNZ, herein referred to as "KUNZ".

1. **Demise, Description and Use of Premises.** KUNZ leases to PINE RIDGE and PINE RIDGE leases from KUNZ, for the continuous use of the water well for service of adjoining properties commonly known as WHEAT RIDGE FARMS, that certain real property and all the appurtenances, situated in the County of Kootenai, State of Idaho, and more particularly described in Exhibit "A" attached hereto and by reference made a part hereof as though fully set forth herein at length, and as illustrated on Exhibit "B". As used herein, the term "premises" refers to the real property above described and to any improvements located thereon from time to time during the term hereof.

2. **Term of Lease.** The term of this Lease shall be for 99 years or for the useful life of the water well, commencing with the execution of this Agreement or until terminated by the parties.

3. **Rent.** The rent shall be one dollar (\$1.00) for the full term.

4. **Warranties of Title, Quiet Possession and Option to Purchase.** KUNZ covenants that KUNZ has full right to make this lease and conveyance and that PINE RIDGE shall have quiet and peaceable possession of the demised premises during the term hereof. It is expressly understood that PINE RIDGE, at its option, may convey management of the water system to a Water Association comprised of all property owners in the Community. In the event that a duly formed Water Association is performing management duties for the community water system, the parties agree that in such event, PINE RIDGE may assign all rights hereunder to the Water Association. PINE RIDGE, at any time during the period of this Lease, may purchase the leased property for the reasonable market value of the real estate without the well and other improvements included. In the event the parties do not agree as to the reasonable value of the premises excepting the improvements, then the parties agree to arbitrate the determination of value in accordance with the Idaho Uniform Arbitration Act. The determination shall be binding on all parties and no party shall have the right to contest the determination in a court of law.

5. **Delivery of Possession.** KUNZ shall deliver possession of the demised premises to PINE RIDGE upon the effective date of this Lease.

6. **Waste and Nuisance Prohibited.** PINE RIDGE shall not commit, or suffer to be committed, any waste on the demised premises, or any nuisance.

7. **Encumbrance of KUNZ's Interest.** PINE RIDGE shall not cause any encumbrance or lien to be placed on the premises, without written consent of KUNZ.

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8. Subletting and Assignment. PINE RIDGE may assign or transfer this Lease, and/or management duties under this Lease to another responsible entity or may transfer management duties to a Water Association comprised of all property owners in the Community.

9. Right to Make Agreements for Utility Easement. PINE RIDGE shall have the right to enter into reasonable agreements with utility companies creating easements in favor of such companies as are required in order to service the well and buildings on the demised premises. KUNZ covenants and agrees to consent thereto, to execute any and all documents, agreements and instruments, and to take all other actions in order to effectuate the same, all at PINE RIDGE's cost and expense.

10. Notices. All notices, demands, or other writings in this Lease provided to be given, made or sent, or which may be given, made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, addressed as follows:

To PINE RIDGE: PINE RIDGE DEVELOPMENT, LLC
P.O. Box 572
Athol, ID 83801

To KUNZ: JOHN KUNZ
30296 N. Wheat Ridge Rd.
Athol, ID 83801

Said address to which any notice, demand, or other writing may be given, made or sent to any party may be changed by written notice given by such party as above provided.

11. Taxes and Assessments. KUNZ shall pay and discharge as they become due, promptly and before delinquency, all taxes, liens, levies, excises, or imports, whether general or special, ordinary or extraordinary, or every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against the land hereby demised. If KUNZ fails to pay said sums when due, PINE RIDGE (or any entity or Water Association to whom management duties have been transferred or assigned) shall have the right and power to make such payments in order to protect PINE RIDGE's interest in the demised premises, and PINE RIDGE may, as its sole option, assess, sue, or offset said sums in order to assure reimbursements.

If KUNZ shall in good faith desire to contest the validity or amount of any tax, assessment, levy, or other governmental charge, KUNZ shall be permitted to do so. KUNZ shall be allowed to defer payment of such tax or charge, the validity or amount of which KUNZ is so contesting, until final determination of the contest. KUNZ shall give PINE RIDGE written notice thereof prior to the commencement of any such contest.

2. CONVEYANCE AND GROUND LEASE FOR WATER WELL

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12. Alterations, Improvements and Changes Permitted. PINE RIDGE shall have the right to make such alterations, improvements, and changes to the building as PINE RIDGE may deem necessary so long as the value of the property is not adversely affected.

13. Repairs and Destruction of Improvements.

13.1 Maintenance of Improvements. PINE RIDGE shall, throughout the term of this Lease, at its own cost and without any expense to KUNZ, keep and maintain the premises, including all buildings and improvements of every kind which may be a part thereof, and all appurtenances thereto, in good, sanitary, and neat order, condition and repair.

13.2 Election to Terminate. If destruction, damage of improvements or failure in water production occurs, PINE RIDGE may elect to terminate this Lease. Any proceeds of any insurance covering such damage or destruction shall be available solely to PINE RIDGE for such repair or replacement, but PINE RIDGE shall not be obligated to repair or rebuild the building. In the event of non-repair or non-replacement, PINE RIDGE shall leave the premises in clean and neat order.

14. Utilities. PINE RIDGE shall fully and promptly pay any and all gas, heat, light, power, telephone service, and other public or private utilities of every kind furnished to the premises throughout the term hereof, and all other costs and expenses of every kind whatsoever in connection with the use, operation, and maintenance of the premises and all activities conducted thereon, and KUNZ shall have no responsibility of any kind for any thereof.

15. Liens.

15.1 PINE RIDGE Duty to Keep Premises Free of Liens. PINE RIDGE shall keep all of the premises, every part thereof and all buildings and other improvements at any time located thereon free and clear of any and all mechanics', materialmens', and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of PINE RIDGE, any alterations, improvement, or repairs or additions which PINE RIDGE may make or permit or cause to be made, or any work or construction, by, for, or permitted by PINE RIDGE on or about the premises, or any obligations of any kind incurred by PINE RIDGE, and at all times promptly and fully pay and discharge any and all claims on which any such lien may or could be based.

15.2 Contesting Liens. If PINE RIDGE desires to contest any such lien, PINE RIDGE shall notify KUNZ of PINE RIDGE's intention to do so within thirty (30) days after the filing of such lien. In such case, PINE RIDGE shall not be in default hereunder until sixty (60) days after the final determination of the

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validity thereof, within which time PINE RIDGE shall satisfy and discharge such lien to the extent held valid.

16. KUNZ Held Harmless. KUNZ shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by PINE RIDGE or by any person who may, at any time, be using, occupying or visiting the demised premises or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from any act, omission, or negligence of PINE RIDGE or of any occupant, visitor, or user of any portion of the premises.

17. Attorney's Fees. If any litigation shall be commenced concerning this Lease, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees, whether District or Appellate Court.

18. Remedies Cumulative. All remedies herein conferred to PINE RIDGE or KUNZ shall be deemed cumulative and no one exclusive of the other or of any other remedy conferred by law.

19. Default. In the event that PINE RIDGE, by failing or neglecting to do or perform any act or thing required herein, shall be in default hereunder and such failure shall continue for a period of ninety (90) days after written notice from KUNZ specifying the nature of the act or thing to be done or performed, then KUNZ may, but shall not be required to, enter on the demised premises or pursue any other lawful remedy.

20. Disposition of Improvements on Termination of Lease. On termination of this Lease for any cause, KUNZ shall become the owner of any building or improvements on the demised premises, subject to any lawful encumbrances.

21. Right to Expand. PINE RIDGE shall have the right to furnish water to properties outside the boundaries of the Community with excess water capacity, and in such event, PINE RIDGE will be solely responsible for all costs of expansion.

22. Parties Bound. The covenants and conditions herein contained shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties hereto. All of the parties hereto shall be jointly and severally liable hereunder. This Lease shall run with the land for the term of the Lease for all future owners of Parcel 53N03W-17-0600 during the term of this lease.

22. Time of the Essence. Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision hereof.

23. Merger and Modification. This Lease supersedes all prior negotiations between the parties and it is expressly understood and agreed that the agreement is based on no other representations except those set forth herein. This Lease may be amended, altered or modified at any time with written approval of PINE RIDGE and KUNZ.

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24. Section Captions. The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

IN WITNESS WHEREOF, the parties have executed this Lease at the times and places shown in the acknowledgements hereto.

PINE RIDGE DEVELOPMENT, LLC

By: Sandra L. Whitmire, Managing Member
Sandra L. Whitmire, Managing Member

JOHN KUNZ

[Signature] 10/14/02
John Kunz

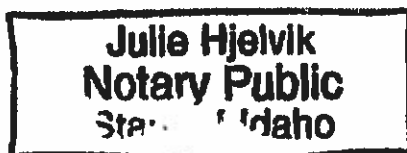
STATE OF IDAHO)

)ss

County of Kootenai)

On this 14th day of October, 2002, before me, the undersigned, a Notary in and for the State of Idaho, personally appeared SANDRA L. WHITMIRE, known or identified to me to be a Managing Member of PINE RIDGE DEVELOPMENT, LLC, that executed the instrument or the person who executed the instrument on behalf of said Limited Liability Company and acknowledged to me that such Limited Liability Company executed the same.

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



[Signature]
Notary for the State of Idaho
Commission Expires: 9-28-2006

5. CONVEYANCE AND GROUND LEASE FOR WATER WELL.

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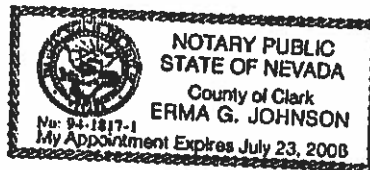
1758286

STATE OF Nevada)
County of Clark)ss

On this 14th day of October, 2002, before me, the undersigned, a Notary in and for the State of NEVADA, personally appeared JOHN KUNZ, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

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

Erma G. Johnson
Notary for the State of Nevada
Commission Expires: July 23, 2006



6. CONVEYANCE AND GROUND LEASE FOR WATER WELL

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