

REVISED

FEB 27 2018

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

IDWR / NORTH Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
95-9309	Yes ☐		Yes ☐		Yes ☐
95-9498	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐
	Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name:

Prairie Crossing West II LLC
Name of current water right holder/claimant

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

Ross Point Water District
New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or ☐ and/or

P.O. Box 70
Mailing address

Post Falls
City

Id
State

83854
ZIP

208-661-5800
Telephone

danselden@hotmail.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: JUNE 2, 2017

6. If the water right described herein has been rented from the Water Supply Bank, rental proceeds will be disbursed in the following manner regardless of any arrangements between the buyer(s) and seller(s) to the contrary:

- Rental payments will go to the lessor(s) of record at the beginning of the rental season.
- If a change in ownership is processed by the Department during a rental season, rental payment will be made to the person or entity who is the lessor of record at the beginning of that rental season.
- New lessor(s) of record will receive payment after the following rental season.

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.

8. Signature:

Dan Sellen
Signature of new owner/claimant

Manager
Title, if applicable

2-27-18
Date

Signature:

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

Approved by JD

Processed by JD

Date 2-28-2018

RECEIVED
FEB 27 2018
IDWR/NORTHERN

JIM BRANNON 10 P 2604526000
KOOTENAI COUNTY RECORDER
MRR Date 07/26/2017 9:48 AM
REQ OF ROSS POINT WATER DISTRICT

RECORDING FEE: \$0.00



AG

ANNEXATION AGREEMENT

THIS AGREEMENT, made and dated this 2 day of June, 2017, by and between the Ross Point Water District, a political subdivision of the State of Idaho, hereinafter termed the "District," and Prairie Crossing West II, with its principal place of business at 9339 SW Trestle View Lane, "Owner".
McMinnville, OR 97128

WITNESSETH:

WHEREAS, the Owner owns real property adjacent to the current boundary of the District which the Owner wishes to develop described in Exhibit "A" attached hereto and incorporated herein.

WHEREAS, the District granted the request to annex subject to certain terms and conditions, including the requirement that the parties execute an Annexation Agreement memorializing the terms and conditions set by the Board as a condition of annexation.

WHEREAS, the Board of the District has determined that it would be in the best interest of the District and the members thereof to annex the Property on the terms and conditions hereinafter set forth.

WHEREAS, Owner acknowledges that upon annexation, the Property will be subject to all resolutions and other regulations of the District, as they may be amended from time to time except as governed by the terms of this Agreement and the Order of Annexation and shall be included in the District's rolls and such property shall be subject to assessments levied by the District as provided by law.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, and consistent with the Order of Annexation entered by the Board, the parties agree as follows:

ARTICLE I: PROPERTY DESCRIPTION/PROPERTY ANNEXED

Section A. Legal Descriptions. The Property is legally described as set forth in Exhibit "A" attached hereto and by this reference incorporated herein. The Owner agrees to provide, within a reasonable time and upon the request of the District, a map of the Property in the form required by the Idaho State Tax Commission, including the legal description of any adjacent

right-of-way to be annexed.

ARTICLE II: TERMS AND CONDITIONS OF ANNEXATION

Annexation of the Property by the District shall be subject to the following Terms and Conditions of Property Annexation as adopted by the District and approved by the Owner:

Section A. Owner agrees that Owner is, and will be, solely responsible for all connections and all costs and expenses necessary to connect Owner's facilities to the District's lines; including all fees incurred by District for plan review and approval.

Section B. Owner agrees that any and all line extensions, additions, related equipment, improvements, appurtenances, necessary easements and/or rights-of-way, and the costs and expenses of installing, constructing, or obtaining the same which may be reasonably necessary to connect Owner's property to existing District lines shall be the sole responsibility of Owner, subject to the District's design review and approval, and the necessary approval of any and all municipal, county or state, or other agencies or departments whose review and approval may be necessary in accordance with the concept plans previously submitted to the District. This requirement includes, but is not limited to, construction of wells, a pump house, pump controls and a water tank to serve any water needs for industrial use on the real property described in Exhibit "A".

Should Owner apply for any federal, state or other funding source become available for the infrastructure itemized in this Section, District shall assist the Owner in obtaining such funding by providing information for such applications. Provided however, the District shall have no obligation to expend funds to assist such applications, nor to create any engineering or other reports at its expense.

 Section C. Owner agrees that it will transfer and convey to the District, by deed, bill of sale, or other appropriate means, as required by the District, all right, title, and interest to any and all water transporting and storage facilities constructed by Owner, including recorded instruments granting rights-of-way and/or easements where necessary for the construction, inspection and maintenance of such facilities, subject only to the completion of such facilities.

Section D. Owner shall provide the District with a digital set of "record" or "as-built" drawings for the facilities constructed by Owner within 30 days of the project or phase completion. Failure to provide record drawings will result in the withholding; of connection permits.

Section E. Owner shall warrant and guarantee that all lines and facilities constructed by Owner are constructed according to the plans as approved by the District, and in conformance with any and all applicable codes and standards governing such construction, and shall further

warrant and guarantee that such facilities are free from construction defects for at least one (1) year from the date of acceptance of such facilities by the District, and that any repairs or major maintenance within the one (1) year period shall be the obligation of Owner and performed at Owner's expense, whether or not actually performed by Owner, the District or a contractor retained by the District; and Owner shall immediately pay such costs of repair or maintenance.

Section F. District shall be entitled to assess and collect from Owner service and connection charges and/or user fees as deemed necessary and appropriate in accordance with the District's resolution and policies as amended from time to time and/or other resolutions of the District.

Section G. All stub outs for service connectors by Owner shall be clearly marked with board and wire, and record drawings of all such stub outs shall be provided by Owner to the District. All lots shall have services stubbed out from the main pipeline to include the meter box according to District specifications. Owner shall be responsible for placing a spacer valve and locking angle valve at the meter location in accordance with the approved plans.

Section H. Owner understands and accepts that the District's obligation to serve water to the annexed property shall be limited to residential or commercial lots as designated in the approved preliminary plat for Prairie Crossing West II. Additionally, the Owner understands and accepts that the District will agree to supply up to two (2) MGD (3.10 cfs) of water annually (based upon a calendar year of January 1 through December 31) for industrial use on the property described in Exhibit "A" if such industrial facility is developed within ten (10) years of execution of this Agreement. The Owner shall design and construct to District standards, as well as deed to the District, the well, well house and distribution system needed to provide the 3.10 cfs required by the industrial user. After the water supplied for industrial uses has been utilized for such industrial purposes, the District agrees that it has no claim to the industrial waste water, and the Owner may dispose of it as the Owner deems appropriate. Industrial waste water, as defined in this agreement, is water that has been used in the industrial facility and has been discharged into a gravity sewer system. The industrial use contemplated herein is water used for but not limited to processes such as fabricating, processing, washing, diluting, cooling, or transporting a product; incorporating water into a product; or for domestic/sanitation needs within the facility. Provided however, such use shall not include bottling water for sale. Authority for a new user to connect to District's water system is on a first come, first served, basis in compliance with the rules, regulations and policies of the District, and all other regulatory agencies governing the operation and maintenance of central water system.

Section I. If a large industrial user requires more than 2 MGD (3.10 cfs) of water annually, the District shall have no legal obligation to provide additional water. Provided however,

the District shall apply to the Idaho Department of Water Resources for additional municipal water rights so long as the industrial user pays all costs associated with such application.

Section J. Owner shall transfer any and all appurtenant existing water rights to the District immediately following execution of this Agreement.

ARTICLE III: DISTRICT OBLIGATIONS

Section A. Filing Annexation Order. Pursuant to the Order of Annexation executed by the Board, the District agrees to cause its Order approving the annexation to be filed with the Clerk of the District Court of the First Judicial District, State of Idaho, as required by I.C. 42-3218, within ten (10) days of the execution by both parties of this Agreement.

ARTICLE IV: MISCELLANEOUS

Section A. Compliance with Applicable Laws. The Owner and the District agree to comply with all applicable laws, including federal, state and local statutes, ordinances and duly promulgated regulations.

Section B. Interpretation. Nothing in this Agreement shall constitute or be interpreted as a waiver of the District's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the District and its members, nor shall this Agreement prohibit the enactment or increase by the District of any tax or fee.

Section C. Cooperation. The parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate the same.

Section D. Covenants Run with Land. The covenants herein contained to be performed by the Owner shall be binding upon the Owner and Owner's heirs, assigns and successors in interest, and shall be deemed to be covenants running with the land. **This Agreement shall be recorded at the Kootenai County Recorder's Office.**

Section E. Notices. All notices by either party to the other, required or provided for herein, shall be served by hand delivery or by certified mail, return receipt requested. If sent by certified mail, service of such notice shall be deemed complete when written notice is placed in the United States mail, postage prepaid, with proper postage affixed thereto:

Addressed to District at: Ross Point Water District
P.O. Box 70
Post Falls, ID 83877

Addressed to Owner at:

Section F. Effect of Appeal. In the event of any appeal or other legal proceeding causing delay in the final effect of the Order of Annexation filed with the District Court for the State of Idaho, the Federal Court for the District of Idaho, or any other tribunal with jurisdiction, the deadlines provided herein shall be deemed stayed by the time in which such appeal is pending.

Section G. Attorney Fees. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

Section H. Section Headings. The section headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective sections to which they pertain.

Section I. Complete Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Except as provided herein there shall be no modifications of this Agreement except in writing, executed with the same formalities as this instrument. Subject to the conditions precedent herein this Agreement may be enforced in any court of competent jurisdiction.

IN WITNESS WHEREOF, the Ross Point Water District has caused this Annexation Agreement to be executed by its Board Chairman and Secretary, and Prairie Crossing West II has caused the same to be executed the day and year first above written.

ROSS POINT WATER SEWER DISTRICT

By: _____

Chairman

ATTEST:

Dan Selden
Dan Selden, District Manager

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///
///
///

[Signatures continue of next page]

COMPANY NAME Prairie Crossing West II

By: _____

Its: _____

Robert Robinson MANAGER

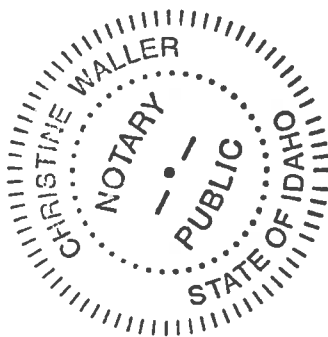
STATE OF IDAHO)

(ss.

County of Kootenai)

On this 11th day of July, 2017, before me, a Notary Public, personally appeared Thomas Taylor and Dan Selden, known to me to be the Chairman and District Manager, respectively, of the Ross Point Water District and the persons who executed the foregoing instrument and acknowledged to me that said Ross Point Water District executed the same.

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



Christine Waller

Notary Public for Idaho

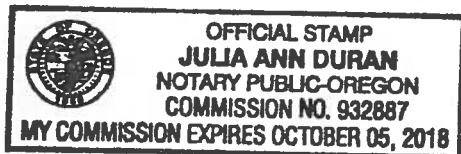
Residing at: Post Falls

My Commission expires: 12-30-2019

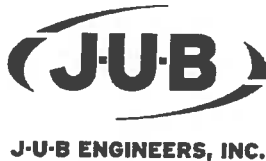
Oregon
STATE OF ~~IDAHO~~)
(ss.
County of ~~Kootenai~~)
Yamhill

On this 2 day of June, 2017, before me, a Notary Public,
personally appeared Richard Robinson known to me to be the Manager,
and the person who executed the foregoing instrument on behalf of said company, and
acknowledged to me that such company executed the same.

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



Julia Ann Duran
Notary Public for ~~Idaho~~ Oregon
Residing at: Yamhill County
My Commission expires: Oct 05, 2018



J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

EXHIBIT A

LEGAL DESCRIPTION OF THE ANNEXATION BOUNDARY TO ROSS POINT WATER DISTRICT

June 2, 2017

That portion of the Northeast Quarter of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

BEGINNING at the Northeast corner of said Section 24, from which the Southeast corner of said Section 24 bears South 01°01'59" West, a distance of 5,280.12 feet;

thence South 01°01'59" West along the East line of said Northeast Quarter of Section 24, a distance of 2,640.06 feet, more or less, to the Southeast corner of said Northeast Quarter of Section 24;

thence North 88°07'22" West along the South line of said Northeast Quarter of Section 24, a distance of 2,681.75 feet, more or less, to the Southwest corner of said Northeast Quarter of Section 24;

thence North 01°01'07" East along the West line of said Northeast Quarter of Section 24, a distance of 2,634.47 feet, more or less, to the Northwest corner of said Northeast Quarter of Section 24;

thence South 88°14'31" East along the North line of said Northeast Quarter of Section 24, a distance of 2,682.33 feet, more or less, to the POINT OF BEGINNING.

EXCEPTING THEREFROM any portion lying within the Spokane International Railroad right-of-way

Gross Area: 162.4 acres, more or less

Net Area (Less Railroad right-of-way): 158.6 acres, more or less

LEGAL DESCRIPTION OF THE INDUSTRIAL USE AREA

That portion of the East-Half of Section 24, Township 51 North, Range 5 West, Boise Meridian, Kootenai County, Idaho, more particularly described as follows:

COMMENCING at the Southeast corner of said Section 24, from which the East Quarter corner of said Section 24 bears North 01°01'59" East, a distance of 2,640.06 feet;

thence North 01°01'59" East along the East line of said Southeast Quarter of Section 24, a distance of 1,400.13 feet to the POINT OF BEGINNING;

thence North 88°00'04" West, a distance of 610.74 feet;

thence South 01°01'59" West, a distance of 933.44 feet;

thence North 88°00'04" West, a distance of 404.71 feet;

thence South 01°01'59" West, a distance of 466.69 feet, more or less, to a point on the South line of said Section 24;

thence North 88°00'12" West along said South line, a distance of 1,665.73 feet, more or less, to the Southwest corner of the Southeast Quarter of said Section 24;

thence North 01°01'07" East along the West line of the East-Half of said Section 24, a distance of 5,268.94 feet, more or less, to the Northwest corner of the Northeast Quarter of said Section 24;

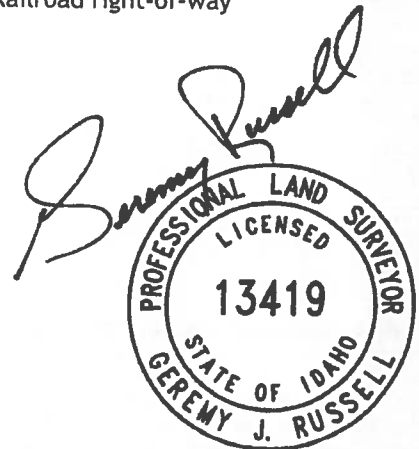
thence South 88°14'31" East along the North line of said Northeast Quarter, a distance of 2,682.33 feet, more or less, to the Northeast corner of the Northeast Quarter of said Section 24;

thence South 01°01'59" West along the East line of the East-Half of said Section 24, a distance of 3,879.99 feet, more or less, to the POINT OF BEGINNING.

EXCEPTING THEREFROM and portion lying within the Spokane International Railroad right-of-way

Gross Area: 300.7 acres, more or less

Net Area (Less Railroad right-of-way): 293.9 acres, more or less



Digitally Signed on:
Jun 02, 2017



Engineers • Surveyors • Planners

-  SECTION CORNER
 QUARTER CORNER
 CENTER QUARTER CORNER
 AREA BEING ANNEXED INTO ROSS POINT WATER DISTRICT
 EXISTING ROSS POINT WATER DISTRICT BOUNDARY

LEGEND

- R.P.W.D. ROSS POINT WATER DISTRICT
- | | |
|---|------------------------|
|  | INDUSTRIAL USE AREA |
|  | NOT A PART OF R.P.W.D. |

EXHIBIT A

**ANNEXATION REQUEST
TO ROSS POINT WATER DISTRICT
PRAIRIE CROSSING WEST, LLC
PORTION OF NE 1/4, S 24, T 51 N, R5 W**