



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region • 7600 N MINERAL DR STE 100 • COEUR D ALENE, ID 83815-7763
Phone: (208)762-2800 • Fax: (208)769-2819 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

January 19, 2021

MOUNTAIN VIEW AT FARRAGUT PARK HOMEOWNERS ASSOCIATION INC
9363 E RILEY LOOP
ATHOL ID 83801-5273

RE: Water Right Change in Ownership No(s): 95-10023

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on July 27, 2020 for the above referenced water rights. The Notice could not be processed because of insufficient evidence of ownership.

On July 27, 2020 the Department requested the Notice of Change in Water Right Ownership from you. This Notice was then supplied with the "Assignment of Easement". However, the Assignment of Easement grants the Assignment of Permit for 95-10023 and does not convey ownership of the water right.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. A refund of \$25 has been requested and will be mailed to Scott L Poorman, PC under separate cover from the Idaho State Controller's Office. You may re-submit your request with the appropriate documents and fees.

If you have any questions regarding this matter, please contact me at (208) 762-2813. If you wish to speak to our legal staff regarding the necessary documentation and requirements, please contact Garrick Baxter at (208) 287-4800.

Sincerely,

Natalie Steading
Tech Records Specialist 1

Enclosure(s)

\$25 fee per permit

Received by NSReceipt amt. \$ 25.00Receipt no. NO 36289Date 7-27-2020

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

JUL 27 2020

ASSIGNMENT OF PERMIT

To change the ownership of a permit

IDWR/NORTH

I, Tom Torgerson

, hereby assign to _____

Current owner(s) New owner(s)
 of, Mountain View at Farragut Park Homeowners Association, Inc., 9363 E. Riley Loop, Athol, ID 83801
 New owner's address including city, state and ZIP Phone

All my right, title, and interest in and to Permit No(s): 95-10023 to
 appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to Permit Number(s):
 _____, to appropriate the public waters of the State of Idaho.

Describe in detail the portion of the permit assigned, listing the number of acres in each 40 acre subdivision, point of diversion location, and amount of the water in cubic feet per second.

Does the new permit holder own the property at the:

Point of diversion? ☐ Yes ☒ NoPlace of use? ☐ Yes ☒ No

If no, describe the arrangement enabling the new owner to access the point of diversion and/or the place of use:
New owner is a Homeowners Association that now owns and controls private water system serving the place of use and has a recorded easement to access the water system and point of diversion (see attached)

Dated this 24 day of JUNE, 20 20.

Permit holder

Title (if applicable)

Permit holder

Title (if applicable)

State of Idaho

County of

Kootenai

)ss

On this 24 day of JUNE, 20 20, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he/she/they executed the same.

SEAL



Notary Public

My commission expires: 6-5-2023

\$25 fee per permit

Received by NSReceipt amt. \$ 25.00Receipt no. NB 516289Date 7-27-2020

RECEIVED

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

JUL 27 2020

ASSIGNMENT OF PERMIT

To change the ownership of a permit

I, IDWR/NORTH
Tom TorgersonCurrent owner(s) _____, hereby assign to _____
New owner(s)
of, Mountain View at Farragut Park Homeowners Association, Inc., 9363 E. Riley Loop, Athol, ID 83801
New owner's address including city, state and ZIP _____ Phone _____All my right, title, and interest in and to Permit No(s): 95-10023 to
appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to Permit Number(s):
_____, to appropriate the public waters of the State of Idaho.Describe in detail the portion of the permit assigned, listing the number of acres in each 40 acre subdivision, point of
diversion location, and amount of the water in cubic feet per second.

Does the new permit holder own the property at the:

Point of diversion? ☐ Yes ☒ NoPlace of use? ☐ Yes ☒ No

If no, describe the arrangement enabling the new owner to access the point of diversion and/or the place of use:

New owner is a Homeowners Association that now owns and controls private water system serving the place of
use and has a recorded easement to access the water system and point of diversion (see attached)
_____Dated this 24 day of JUNE, 20 20.

Permit holder

Title (if applicable)

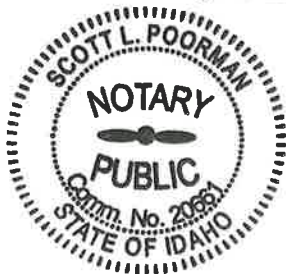
Permit holder

Title (if applicable)

State of Idaho)

County of Kootenai)ssOn this 24 day of JUNE, 20 20, personally appeared before me the signer(s) of the above
instrument, who duly acknowledged to me that he/she/they executed the same.

SEAL



Notary Public

My commission expires: 6-5-2023

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
95-10023	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: Tom Torgerson
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): Mountain View at Farragut Park Homeowners Association, Inc.
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

9363 E. Riley Loop Athol ID 83801
Mailing address City State ZIP

559-696-6089 smithd86@gmail.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: 6/24/20

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: [Signature] Board Member, Treasurer 7/30/20
Signature of new owner/claimant Title, if applicable Date

Signature: _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by _____ Date _____ Receipt No. _____ Receipt Amt. _____

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 _____

\$25 fee per permit

 Received by NS
 Receipt amt. \$ 25.00
 Receipt no. NS 36289
 Date 7-27-2020

RECEIVED

JUL 27 2020

 STATE OF IDAHO
 DEPARTMENT OF WATER RESOURCES

ASSIGNMENT OF PERMIT

To change the ownership of a permit

I, Tom Torgerson, hereby assign to _____
 of, Mountain View at Farragut Park Homeowners Association, Inc., 9363 E. Riley Loop, Athol, ID 83801
 New owner's address including city, state and ZIP _____ Phone _____

All my right, title, and interest in and to Permit No(s): 95-10023 to appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to Permit Number(s): _____

_____, to appropriate the public waters of the State of Idaho.

Describe in detail the portion of the permit assigned, listing the number of acres in each 40 acre subdivision, point of diversion location, and amount of the water in cubic feet per second.

Does the new permit holder own the property at the:

Point of diversion? ☐ Yes ☒ No
 Place of use? ☐ Yes ☒ No

If no, describe the arrangement enabling the new owner to access the point of diversion and/or the place of use:

New owner is a Homeowners Association that now owns and controls private water system serving the place of use and has a recorded easement to access the water system and point of diversion (see attached)

Dated this 24 day of JUNE, 2020.

Permit holder _____ Title (if applicable) _____ Permit holder _____ Title (if applicable) _____

State of Idaho _____)
 County of Kootenai _____)ss

On this 24 day of JUNE, 2020, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he/she/they executed the same.

SEAL



Notary Public

My commission expires: 6-5-2023

RECORDING FEE: \$15.00

DE



ASSIGNMENT OF EASEMENT

This Assignment of Easement ("Assignment") is made and effective on the date of the last signature acknowledge below by and between NORTH KOOTENAI WATER AND SEWER DISTRICT, a municipal corporation of the State of Idaho (hereafter "Grantor"), and MOUNTAIN VIEW AT FARRAGUT PARK HOMEOWNERS ASSOCIATION, INC., an Idaho nonprofit corporation with a mailing address of 9363 E. Riley Loop, Athol, ID 83801 (hereafter "Grantee") as follows:

RECITALS:

- A. Grantor herein is the Grantee and holder of easement rights under a **Grant of Easement** recorded on April 20, 2020 under Kootenai County Instrument No. 2746523000;
- B. The **Grant of Easement** burdens certain real property described as:

Lot 1, Block 1, MOUNTAIN VIEW AT FARRAGUT PARK, according to the plat thereof recorded in Book J of Plats at Page 307, records of Kootenai County, Idaho;
- C. The Easement Area in the **Grant of Easement** is described as:

The North 125 feet of Lot 1, Block 1, MOUNTAIN VIEW AT FARRAGUT PARK, according to the plat thereof recorded in Book J of Plats at Page 307, records of Kootenai County, Idaho;
- D. Grantor now desires to transfer and assign all of its rights under the **Grant of Easement** to the Grantee herein as part of a transaction whereby the Grantee is acquiring ownership of a private water system partially located within the easement area.

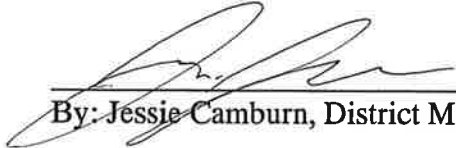
NOW, THEREFORE, in consideration of their mutual benefit, the terms, covenants and conditions set forth herein and in related transactional documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

- 1. **Assignment.** Grantor hereby transfers and assigns to the Grantee, all of Grantor's rights, title and interest under the above-referenced **Grant of Easement**.
- 2. **Acceptance.** Grantee hereby accepts such assignment and agrees to assume all of the obligations of Grantor under the **Grant of Easement**.
- 3. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates acknowledged below:

GRANTOR:

North Kootenai Water and Sewer District


By: Jessie Camburn, District Manager

STATE OF IDAHO

County of Kootenai

This record was acknowledged before me on JUNE 25, 2020 by **Jessie Camburn** as President of North Kootenai Water and Sewer District.




Signature of notary public
My commission expires: 6-5-2023

GRANTEE:

Mountain View at Farragut Park Homeowners Association, Inc.

By: 
David Scott Dandridge, President

STATE OF IDAHO

County of Kootenai

This record was acknowledged before me on JUNE 24, 2020 by **David Scott Dandridge** as President of Mountain View at Farragut Park Homeowners Association, Inc..




Signature of notary public
My commission expires: 6-5-2023

AGREEMENT FOR TRANSFER OF WATER RIGHTS AND FACILITIES

THIS AGREEMENT FOR TRANSFER OF WATER FACILITIES ("Agreement") is made and effective as of June 24, 2020, by and among NORTH KOOTENAI WATER AND SEWER DISTRICT, a municipal subdivision of the State of Idaho (hereafter the "District"); MOUNTAIN VIEW AT FARRAGUT PARK HOMEOWNERS ASSOCIATION, INC., an Idaho nonprofit corporation (hereafter the "Association"; FARRAGUT RANCH WATER, LLC, an Idaho limited liability company (hereafter the "LLC"); and TOM TORGERSON, an individual (hereafter "Torgerson") with reference to the following facts:

- A. At the time of execution of this Agreement, the District is the owner and holder of a certain water system, commonly known as or referred to as the Mountain View at Farragut Park Water System and as described in **Exhibit A** attached hereto and incorporated herein by this reference, hereinafter referred to as the "Facilities," and serving the real property and the improvements on such real property that is legally described in **Exhibit B** attached hereto and incorporated herein by this reference, hereinafter referred to as the "Property." As used in this Agreement, the term "Facilities" shall be deemed to include all right, title, and interest, legal or equitable, in and to all real and personal property which is necessary for the ownership, operation, maintenance, and repair of the Facilities for their intended purpose, which shall include but is not limited to any and all easements and water rights related thereto.
- B. The District has declared the Facilities to be surplus property and has resolved to dispose of the Facilities under Resolution No. 20-13 approved by the District Boards of Directors on May 7, 2020.
- C. The Association is an Idaho nonprofit corporation organized to represent the property owners within the MOUNTAIN VIEW AT FARRAGUT PARK subdivision according to the plat thereof recorded in Book J of Plats at Pages 307 and 307A, records of Kootenai County, Idaho.
- D. The LLC is the original owner, developer and operator of the Facilities. The LLC assigned its interest in the Facilities to the District under an Agreement for Acquisition of Water Facilities made and effective April 15, 2020.
- E. Although owned by the District, Torgerson is the holder of record of certain water rights issued by the State of Idaho under Water Right License No. 95-10023 to supply the Facilities and to serve the Property (hereafter the "Water Rights").
- F. The District now desires to rescind its acquisition of the Facilities from the LLC and Water Rights owned by Torgerson in accordance with its Resolution No. 20-13; the LLC desires to assign and transfer its interest in the Facilities to the Association; Torgerson desires to assign and transfer his water rights under Water Right License No. 95-10023 to the Association; and the Association desires to acquire full ownership of and control over the Facilities and Water Rights so the Facilities and Water Rights may be operated and managed for the use and benefit of the Property and the members of the Association.

NOW, THEREFORE, in consideration of their mutual benefit and the terms, conditions and provisions set forth herein, the parties agree as follows:

1. Transfer of the Facilities by the District. The District hereby grants, conveys, assigns and transfers to the LLC all of the District's right, title and interest in and to the Facilities, including, without limitation, all right, title and interest acquired, or which could have been acquired, by the District under the Agreement for Acquisition of Water Facilities made between the District and the LLC and effective on April 15, 2020. The District hereby warrants that, to best of its knowledge, its title to all components of the Facilities is free and clear of any liens, encumbrances, or claims of third parties as of the effective date of this Agreement. In addition, upon execution of this Agreement and any exhibits hereto, the District shall execute and deliver to the Association an original, notarized **Assignment of Easement** sufficient to transfer and convey to the Association all easement rights and obligations acquired by the District under that certain Grant of Easement recorded on April 20, 2020 under Kootenai County Instrument No. 2746523000.
2. Transfer of the Facilities by the LLC. Immediately upon receipt of the District's right, title and interest in the Facilities, the LLC shall and does hereby convey, assign and transfer all right, title and interest in the Facilities to the Association. Further, the LLC warrants that it holds and will convey and/or assign to the Association as necessary any other ownership, leasehold, easement or other rights, title, and interests necessary to provide access to the Facilities for purposes of ownership, operation, maintenance, testing, repair, and replacement of all elements of the Facilities. In addition, the LLC shall assign and transfer to the Association the LLC's rights and interest in the Kootenai Electric Cooperative (KEC) utility account currently serving the Facilities. Any current or past due amounts owed to KEC shall be paid by the LLC to the Association and the Association will assume all future obligations on said account. It is expressly acknowledged and agreed that the Association is only acquiring the LLC's interest in the Facilities and shall acquire no right, membership or other interest in the LLC under this Agreement. In addition, the Association acknowledges and agrees to honor the existing agreement between the LLC and North Idaho Hydroseeding, Inc, a copy of which is attached hereto as **Exhibit C**.
3. Transfer of Water Rights by Torgerson. Upon execution of this Agreement, Torgerson shall execute and deliver to the Association an **Assignment of Permit** in the form attached and incorporated herein as **Exhibit D** to change the ownership of Water Right License No. 95-10023 from Torgerson to the Association.
4. Consideration for the Facilities. In addition to the assumption by the Association of the obligation to own, operate and maintain the Facilities, and to provide water service to the Property in accordance with applicable law, rules, regulations, as well as the terms and conditions of this Agreement, the Association will pay the total sum of **\$17,190.79** to the District upon full execution of this Agreement and any exhibits hereto. Upon receipt, the District shall release to the Association any and all records, plans, specifications or other documents, and all keys, tools, equipment or other items received from the LLC or related to the Facilities.
5. Release of Records and Funds by LLC. Upon full execution of this Agreement, the LLC shall release to the Association all LLC bank statements and records associated with the Facilities and remit to the Association all funds collected and held by the LLC in the amount of Four Thousand Dollars (\$4,000.00).

6. Water Connection Charges and Usage Fees. The Association acknowledges that water connection charges for Lot 1, Block 1; and Tax No. 23662 in Lots 1 and 2, Block 2 of the Property have been paid in full prior to execution of this Agreement. The LLC represents to the Association that water meters, utility boxes and connection stubs/attachments have been installed for Lot 16, Block 1, Lot 10, Block 2 and Lot 11, Block 2 of the Property, but no water connection charges have been paid or collected for said Lots. The Association shall have the right to levy and collect a water connection charge of not less than \$5,000 per lot for said Lots. The LLC has not invoiced the Association members for water usage fees for 2020 and no water usage fees have been collected by the LLC for 2020. The LLC will not attempt to collect any water usage fees from the Association or its members for 2020 or any prior years.

7. Inspection of System; Representations; Warranties.

(a) The parties hereby acknowledge that the Association and the Association's agents, representatives, and consultants have had full access to the Facilities in order to conduct reasonable studies, tests, and inspections, and that all apparent defects, if any, have been remedied to the Association's satisfaction. In addition, and as a material inducement for the Association's agreement to assume responsibility for the Facilities, the LLC hereby specifically warrants that the actual location and construction of the Facilities is accurately reflected on the as-built plans for the Facilities on file with the Idaho Department of Environmental Quality.

(b) As further material inducement for the Association's agreement to assume ownership and responsibility for the Facilities, Torgerson and the LLC further hereby specifically warrant that at the time of mutual execution of this Agreement and at the time of consummation of the transactions described in this Agreement:

- (i) The LLC is duly organized, validly existing and in good standing under the laws of the State of Idaho, with full power and authority to enter into this Agreement and to perform all of its respective obligations hereunder. The execution and performance of this Agreement has been duly authorized by all necessary actions of the LLC, and the performance of this Agreement will not result in a breach of or constitute a default under any agreement for the operation of the Facilities, or any other agreement or instrument to which the LLC is a party.
- (ii) This Agreement is a legal, valid, and binding agreement to transfer the Facilities to the Association, and enforceable against the LLC and Torgerson in accordance with the terms hereof.
- (iii) Except as stated in the 2020 Drinking Water Sanitary Survey Report for the Facilities issued by the Idaho Department of Environmental Quality dated February 4, 2020, the LLC has received no notice of any pending or threatened litigation, claim, agency proceeding, investigation, quasi-legal or administrative challenge by any governmental authority, or any other legal, administrative or arbitration proceeding pending or threatened against or affecting the LLC if such matter would affect the consummation of the transactions described in this Agreement. The LLC is not subject to any outstanding orders, writs, injunctions

or decrees of any court, arbitration tribunal or governmental authority against or affecting the Property or Facilities. The LLC has not received notice of any violation of any applicable federal, state or local statute, ordinance, rule or regulation affecting the Property and Facilities. If, prior to consummation of the transactions described in this Agreement, the LLC receives notice of any matter set forth in this paragraph, it shall immediately provide notice to the Association.

- (iv) There is and will be no additional or further approval, consent, or authorization required of any state, federal, or local public agency, or authority not already obtained or to be obtained that is necessary for the Association to acquire the Facilities.
- (v) The LLC has no knowledge of any material liability of any nature, whether accrued, absolute, contingent, or otherwise, relating to the matters described in this Agreement, or any certificate, exhibit, or other instrument or information required to be furnished by the LLC pursuant to this Agreement.
- (vi) All of the Facilities are located in recorded easements, public rights-of-way, or leasehold, and are accessible by the Association.
- (vii) There are no brokerage commissions, finder's fees, or similar charges in connection with the transactions contemplated by this Agreement.
- (viii) There are no known hazardous substances on, in, or associated with the Facilities or Property, and no spills, discharges, releases, deposits or emplacements of any hazardous substance have ever occurred on or near the Property during any period the District or the LLC was in possession of the Facilities. For purposes of this Agreement, "hazardous substance" includes any substance listed as hazardous, toxic or dangerous under any federal, state or local law, regulation or ordinance, and specifically includes asbestos-containing materials and petroleum products or otherwise exceeds federal or state water or health standards.
- (ix) Except as otherwise disclosed in writing by the District, the LLC and/or the Idaho Department of Environmental Quality, the Facilities are not in violation of any federal, state or local laws, regulations or ordinances and no governmental entity has served any notice upon the LLC or Torgerson claiming any violation of any statute, ordinance or regulation or noting the need for any repair, remedy, construction, alteration or installation with respect to the Facilities or Property, or any change in the means or methods of those conducting operations thereon.

8. Conditions Precedent to Conveyance of Facilities. The parties acknowledge and agree that the transactions described in this Agreement are binding upon the parties subject only to the satisfaction of the following conditions prior to June 26, 2020:

- (a) The Association members must approve the terms of this Agreement at a special meeting called for that purpose and scheduled for June 23, 2020.

(b) Performance of any and all terms, conditions or provisions set forth herein, including but not limited to any exhibits.

9. Indemnity and Hold Harmless.

(a) The parties acknowledge and agree the Association is accepting the Facilities and Water Rights from the District and the LLC in their current condition, "as is" and subject to all known or unknown defects or deficiencies. Except as expressly stated herein, the District and the LLC have made no other representations or warranties concerning the condition of the Facilities and Water Rights and the Association is taking ownership and control of the Facilities and Water Rights based solely on the Association's knowledge and inspection of the Facilities.

(b) The Association shall indemnify and hold harmless the District and the LLC from any and all claims which arise out of any condition, occurrence or conduct related to the Facilities arising after the effective date of this Agreement. Such indemnification shall include any claims, suits or demands for personal injury, property damage or other loss claimed against the Association, the LLC or the District and arising out of any condition, occurrence or conduct existing after the effective date of this Agreement and is the result of any action or inaction of the Association.

(c) All parties acknowledge that proper and adequate insurance coverage has been, is, and will be kept and maintained upon the Facilities to ensure there exists no period of time in which the Facilities are not properly and adequately insured.

10. Miscellaneous and Procedural.

(a) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors-in-interest and/or assignees with respect to the Facilities or this Agreement.

(b) Attorney's Fees. If legal action is required or deemed necessary to interpret or enforce any of the provision of this Agreement, the prevailing party or parties shall be entitled to recover its cost of suit, including attorney fees, costs and expenses incurred in connection therewith.

(c) Notice. In the event that notices are required or permitted to be given pursuant to the terms of this Agreement, they shall be sent by either registered or certified mail, return receipt requested, postage prepaid, to: District at 13649 N. Meyer Road, Rathdrum, Idaho 83858; Association at 9363 E. Riley Loop, Athol, ID 83801; and to LLC and Torgerson at 4808 Fernan Hill Road, Coeur d'Alene, Idaho 83814; or such other places as the parties may from time to time designate in writing.

(d) Legal Counsel. The parties hereby acknowledge that this Agreement has been prepared by attorney Scott L. Poorman, acting on behalf of the Association only. The District, Torgerson and the LLC acknowledge that they have each had the opportunity and right to seek independent legal counsel and are executing this Agreement in recognition of such opportunity and right.

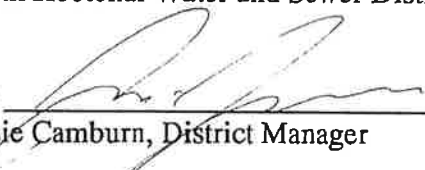
(e) Survival. The parties hereto agree that the representations, warranties, and covenants contained in this Agreement shall survive the Closing.

(f) Entire Agreement. This Agreement represents the entire understanding of the parties with respect to the transfer and assignment of the Facilities, and any modification hereof shall be in writing executed by both parties.

EXECUTED AND EFFECTIVE as of the date first above written.

DISTRICT:

North Kootenai Water and Sewer District

By: 

Jessie Camburn, District Manager

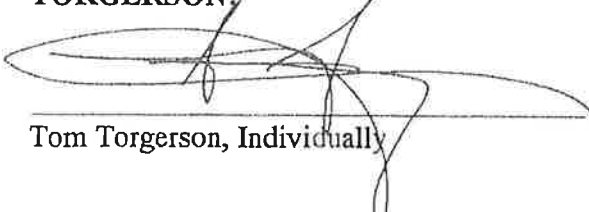
LLC:

Farragut Ranch Water, LLC

By: 

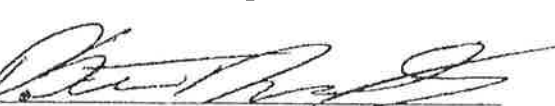
Tom Torgerson, Manager

TORGERSON:


Tom Torgerson, Individually

ASSOCIATION:

Mountain View at Farragut Park Homeowners Association, Inc.

By: 

David Scott Dandridge, President

STATE OF IDAHO
County of Kootenai

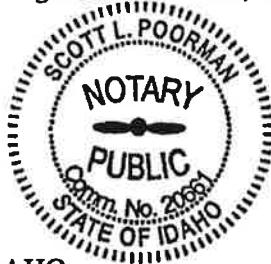
This record was acknowledged before me on June 24, 2020 by **Jessie Camburn** as District Manager of North Kootenai Water and Sewer District.



Robin Potts
Signature of notary public
My commission expires: 8/22/24

STATE OF IDAHO
County of Kootenai

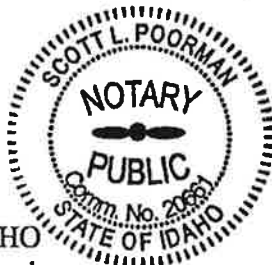
This record was acknowledged before me on June 24, 2020 by **Tom Torgerson** as Manager of Farragut Ranch Water, LLC.



[Signature]
Signature of notary public
My commission expires: 6-5-2023

STATE OF IDAHO
County of Kootenai

This record was acknowledged before me on June 24, 2020 by **Tom Torgerson**.



[Signature]
Signature of notary public
My commission expires: 6-5-2023

STATE OF IDAHO
County of Kootenai

This record was acknowledged before me on June 24, 2020 by **David Scott Dandridge** as President of Mountain View at Farragut Park Homeowners Association, Inc..



[Signature]
Signature of notary public
My commission expires: 6-5-2023

(e) Survival. The parties hereto agree that the representations, warranties, and covenants contained in this Agreement shall survive the Closing.

(f) Entire Agreement. This Agreement represents the entire understanding of the parties with respect to the transfer and assignment of the Facilities, and any modification hereof shall be in writing executed by both parties.

EXECUTED AND EFFECTIVE as of the date first above written.

DISTRICT:

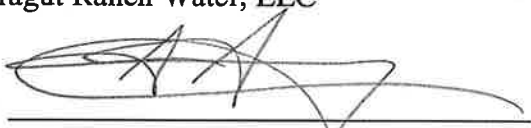
North Kootenai Water and Sewer District

By: 

Jessie Camburn, District Manager

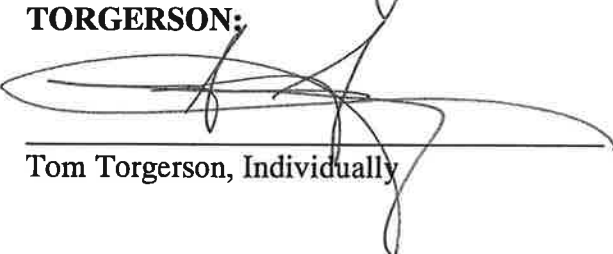
LLC:

Farragut Ranch Water, LLC

By: 

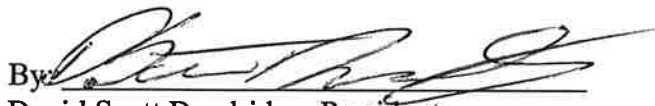
Tom Torgerson, Manager

TORGERSON:


Tom Torgerson, Individually

ASSOCIATION:

Mountain View at Farragut Park Homeowners Association, Inc.

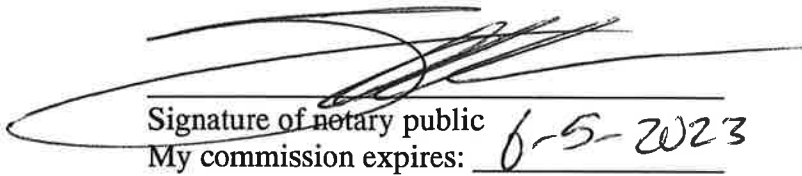
By: 

David Scott Dandridge, President

STATE OF IDAHO
County of Kootenai

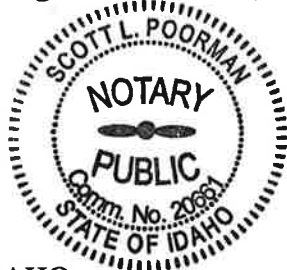
This record was acknowledged before me on JUNE 25, 2020 by **Jessie Camburn** as District Manager of North Kootenai Water and Sewer District.

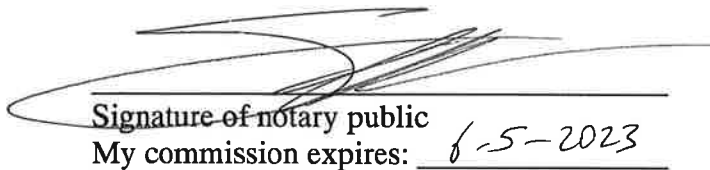



Signature of notary public
My commission expires: 6-5-2023

STATE OF IDAHO
County of Kootenai

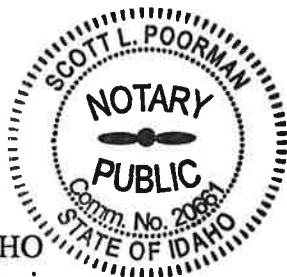
This record was acknowledged before me on June 24, 2020 by **Tom Torgerson** as Manager of Farragut Ranch Water, LLC.

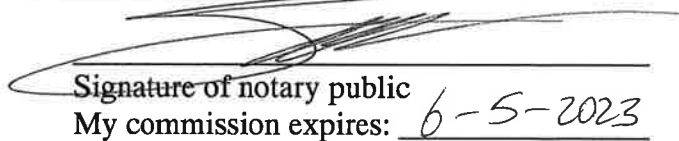



Signature of notary public
My commission expires: 6-5-2023

STATE OF IDAHO
County of Kootenai

This record was acknowledged before me on June 24, 2020 by **Tom Torgerson**.




Signature of notary public
My commission expires: 6-5-2023

STATE OF IDAHO
County of Kootenai

This record was acknowledged before me on JUNE 24, 2020 by **David Scott Dandridge** as President of Mountain View at Farragut Park Homeowners Association, Inc..



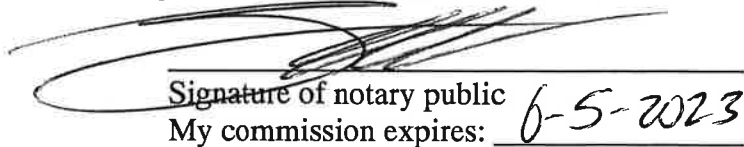

Signature of notary public
My commission expires: 6-5-2023

EXHIBIT A

FACILITIES

All real property, personal property, and infrastructure necessary to provide potable water service to the Property, which shall include but is not limited to: All water rights, reservoir, pumps, distribution system, transmission line(s), booster facilities, meters, valves, pressure reducing valve stations, hydrants, fire pump and related facilities, and conveyance appurtenances related to the water system currently serving or to serve the Property, all as evidenced in plans and documents approved by the District. Such Facilities shall be designed, inspected, and constructed in accordance with all District standards and specifications, as may be amended, and any and all applicable federal, state or local statutes, ordinances, rules or regulations affecting or related to the Facilities, including but not limited to the State of Idaho Rules for Public Drinking Water Systems.

EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1 through 16 inclusive, Block 1; and Lots 1 through 12 inclusive, Block 2, MOUNTAIN VIEW AT FARRAGUT PARK, according to the official plat thereof recorded in Book J of Plats at Pages 307 and 307A, records of Kootenai County, State of Idaho;

TOGETHER WITH a part of the NE $\frac{1}{4}$ of Section 14, Township 53 North, Range 3 W.B.M., described as follows:

Commencing 200 feet South of the Northwest corner of the NE $\frac{1}{4}$ of said Section 14; thence East 380 feet; thence South 880 feet; thence West 380 feet; thence North 880 feet to the place of beginning.

Exhibit C

North Idaho Hydroseeding, Inc.

P.O. Box 1214

Post Falls ID 83877-1214

March 19, 2020

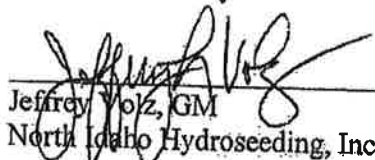
Farragut Ranch Water, LLC
Tom Torgerson
C/O Century 21 Beutler & Associates
1836 Northwest Blvd.
Coeur d'Alene, ID 83814

This renewal agreement dated March 19, 2020 between North Idaho Hydroseeding, Inc. and Farragut Ranch Water, LLC. confirms the verbal agreement for the use of water of the Northeast Hydrant on Riley Loop, Athol ID 83801 with an annual permit fee of \$250.00 being paid directly to Tom Torgerson. This permit will allow usage to said Hydrant beginning April 1, 2020 and will expire 03/31/2021. ~~This contract will renew annually on April, 2021 until an agreement is made to end the contract with a 30 days' notice.~~

3/19/20


Tom Torgerson

3/31/20
Date


Jeffrey Volz, GM
North Idaho Hydroseeding, Inc

3/19/20
Date

Jeffrey -

North
Kootenai
208.
687.6593

I am transferring my water system in the next few weeks to North Kootenai Water District.

They will honor this contract but next year you will need to contact them for water.

They typically meter connections like yours, just FYI. I have altered this contract appropriately.

Thanks - 

21 -

11

1415 -

Exhibit D
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

\$25 fee per permit

Received by _____

Receipt amt. \$ _____

Receipt no. _____

Date _____

ASSIGNMENT OF PERMIT

To change the ownership of a permit

I, Tom Torgerson, hereby assign to _____
Current owner(s) New owner(s)
 of, Mountain View at Farragut Park Homeowners Association, Inc., 9363 E. Riley Loop, Athol, ID 83801
New owner's address including city, state and ZIP Phone

All my right, title, and interest in and to Permit No(s): 95-10023 to
 appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to Permit Number(s):

_____, to appropriate the public waters of the State of Idaho.

Describe in detail the portion of the permit assigned, listing the number of acres in each 40 acre subdivision, point of diversion location, and amount of the water in cubic feet per second.

Does the new permit holder own the property at the:

Point of diversion? ☐ Yes ☒ No

Place of use? ☐ Yes ☒ No

If no, describe the arrangement enabling the new owner to access the point of diversion and/or the place of use:

New owner Homeowners Association now owns and controls private water system serving the place of use and
has a recorded easement to access the water system and point of diversion (see attached)

Dated this _____ day of _____, 20____.

Permit holder _____	Title (if applicable) _____	Permit holder _____	Title (if applicable) _____
---------------------	-----------------------------	---------------------	-----------------------------

State of Idaho)
)ss
 County of _____)

On this _____ day of _____, 20____, personally appeared before me the signer(s) of the above instrument, who duly acknowledged to me that he/she/they executed the same.

SEAL

Notary Public

My commission expires: _____