

RECEIVED

JUL 02 2020

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**Notice of Change in Water Right Ownership****IDWR/NORTH**

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?
95-7911	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>
	Yes <input type="checkbox"/>	Yes <input type="checkbox"/>		Yes <input type="checkbox"/>	Yes <input type="checkbox"/>

2. Previous Owner's Name: Sportsman's View Water Association
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Sportsman's View Water Association, LLC
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 36585 E. Hayden Lake Rd Hayden ID 83835
Mailing address City State ZIP
310-614-4891 jaymantwoold@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: 7-2-2020
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]
Signature of new owner/claimantRegistered Agent
Title, if applicable7-2-2020
DateSignature: _____
Signature of new owner/claimant

Title, if applicable

Date

For IDWR Office Use Only:Received by NS Date 7-2-2020Receipt No. NB36231Receipt Amt. \$25.00Active 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 yaDate 7-22-2020

07/27/2018

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 95-7911

NAME AND ADDRESS: SPORTSMANS VIEW WATER ASSN
36497 E HAYDEN LAKE RD
HAYDEN ID 83835

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.030 CFS
6.00 AFY

PRIORITY DATE: 04/02/1979

POINT OF
DIVERSION: T52N R03W S33 SESE Within KOOTENAI County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
DOMESTIC	01/01 12/31	0.030 CFS 6.00 AFY
Domestic use is for 5 homes.		

PLACE OF USE: DOMESTIC in KOOTENAI County

T52N R03W S33 SESE

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Parcel Nos. 52N03W339070, 52N03W339080, 52N03W339120,
52N03W339500 and 52N03W339525

Division from Well to 5 homes

Sportsman's View Parcel Map, # 9510, Well House

Location of Well

523W33SE (2).PDF - Adobe Acrobat Reader DC

File Edit View Window Help

Home Tools 523W33SE (2).PDF x



(UNNAMED BUT D

27
26
25
24
23
22
21
20
19
18
17
16
15
14
13
12
11
10
9
8
7
6
5
4

17.00 x 23.00 in

Type here to search

~~Application for Water Right~~



Quitclaim Deed

RECORDING REQUESTED BY JAMES V. MANNING, Member
AND WHEN RECORDED MAIL TO:

SPORTSMAN'S VIEW WATER ASSOCIATION, Grantee(s), LLC
36585 E. Hayden Lake Rd
Hayden ID 83835

Consideration: \$ 10⁰⁰

Property Transfer Tax: \$ 0

Assessor's Parcel No.: 52N03W339510; AIN 112292

PREPARED BY: JAMES V. MANNING certifies herein that he or she has prepared
this Deed.

[Signature]
Signature of Preparer

7-2-2020
Date of Preparation

JAMES V. MANNING
Printed Name of Preparer

THIS QUITCLAIM DEED, executed on 7-2-2020 in the County of
Kootenai, State of IDAH0

by Grantor(s), SPORTSMAN'S VIEW WATER ASSOCIATION,
whose post office address is 36585 E. Hayden Lake Rd, Hayden ID 83835
to Grantee(s), SPORTSMAN'S VIEW WATER ASSOCIATION, LLC,
whose post office address is 36585 E. Hayden Lk. Rd, Hayden ID 83835

WITNESSETH, that the said Grantor(s), SPORTSMAN'S VIEW WATER ASSOCIATION,
for good consideration and for the sum of TEN AND NO/100 DOLLARS
(\$ 10⁰⁰) paid by the said Grantee(s), the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said Grantee(s) forever, all the right, title

interest and claim which the said Grantor(s) have in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Kootenai, State of IDAH0 and more specifically described as set forth in EXHIBIT "A" to this Quitclaim Deed, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said Grantor(s) has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

GRANTOR(S):

Signature of Grantor

James V. Manning, Member
Print Name of Grantor

Signature of Second Grantor (if applicable)

Print Name of Second Grantor (if applicable)

Signature of First Witness to Grantor(s)

Print Name of First Witness to Grantor(s)

Signature of Second Witness to Grantor(s)

Print Name of Second Witness to Grantor(s)

GRANTEE(S):

Signature of Grantee

James V. Manning, Registered Agent, Member
Print Name of Grantee

Signature of Second Grantee (if applicable)

Print Name of Second Grantee (if applicable)

Signature of First Witness to Grantee(s)

Print Name of First Witness to Grantee(s)

Signature of Second Witness to Grantee(s)

Print Name of Second Witness to Grantee(s)

NOTARY ACKNOWLEDGMENT

State of Idaho
County of Boone
On July 2nd 2020, before me, Crystal Marie Hays, a notary
public in and for said state, personally appeared, James Manning

who are known to me (or proved to me on the basis of satisfactory evidence) to be the persons
whose names are subscribed to the within instrument and acknowledged to me that they ex-
ecuted the same in their authorized capacities, and that by their signatures on the instrument the
persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Crystal Marie Hays
Signature of Notary

Affiant Known _____ Produced ID X

Type of ID Idaho Drivers License

(Seal)



EXHIBIT "A"

Tax No. 11,364 Warranty Deed 292/897 7-28-78

A parcel of land in the Southeast Quarter of Section 33, Township 52 North, Range 3 West, Boise Meridian, Kootenai County, Idaho described as follows: Beginning at a point 660 feet North and 300 feet West of the Southeast corner of said Section 33; thence, West 4 feet; thence, South 20 feet; thence, East 25 feet; thence, North 20 feet; thence, West 21 feet to the Point of Beginning.

Parcel Number 52N03W339510

AIN 112292

TAX # 11364 33 52N 03W

**SPORTSMAN'S VIEW WATER ASSOCIATION, LLC
OPERATING AGREEMENT**

This Operating Agreement (this "Agreement") of Sportsman's View Water Association, LLC, an Idaho limited liability company (the "Company"), is entered into as of ____ Day of June, 2020 by and among the Company, each member identified in Section 2 herein (the "Members") as a Member, and each other person or entity that, after the date hereof, becomes a Member of the Company in accordance with the terms of this Agreement (collectively, the "Members").

RECITALS:

WHEREAS, the Members desire to, and hereby do, form an Idaho limited liability company known as "Sportsman's View Water Association, LLC" upon the terms and conditions set forth in this Agreement and in accordance with the Idaho Uniform Limited Liability Company Act, Idaho Code § 30-6-101 *et seq.* (the Act"); and

WHEREAS, the Members desire that the company succeed and supersede the existing unincorporated, non-profit association commonly known as the Sportsman's View Water Association; and

WHEREAS the Members sign this agreement to formalize the agreement regarding the shared use of the well located on the Parcel D3 described herein at Exhibit F (the "Well");

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

AGREEMENTS:

1. Formation

1.1 Name. The name of the Company is Sportsman's View Water Association, LLC

1.2 Articles of Organization. Articles of Organization for the Company were filed with the Secretary of State for the State of Idaho on May 13, 2020.

1.3 Duration. The Company will exist until dissolved as provided in this Agreement.

1.4 Principal Office. The Company's principal office will initially be at 36585 E. Hayden Lake Rd., Hayden, Idaho 83835, but it may be relocated by the Members at any time.

1.5 Registered Office and Registered Agent. The Company's initial registered office will be at 36585 E. Hayden Lake Rd., Hayden, Idaho 83835, and the name of its initial registered agent at that address will be James Manning. The Company's registered agent and registered office can only be changed by filing a notice of the change with the Secretary of State for the State of Idaho.

1.6 Purposes and Powers. The Company is formed for the purpose of engaging in any lawful business that a limited liability company may engage in under the Act. The Company has the power to do all things necessary, incident, or in furtherance of any such businesses.

1.7 Title to Assets. Title to all assets of the Company must be held in the name of the Company. Members have no right to the assets of the Company or any ownership interest in them except indirectly as a result of the Members' ownership of an interest in the Company. The assets of the Company may not be commingled with those of the Members or any other person.

2. Members

2.1 Name and Address. The Company has five Members, whose names and addresses are as follows:

Richard & Barbara Neamy Trust ("Neamys")	36631 E Hayden Lake Rd, Hayden, Idaho 83835
James & Marlynn Manning ("Mannings")	36585 E Hayden Lake Rd, Hayden, Idaho 83835
Thomas J. Brew & Julia Brew ("Brews")	36559 E Hayden Lake Rd, Hayden, Idaho 83835
Dennis Arneson & Kathryn Arneson Living Trust ("Arnesons")	36521 E Hayden Lake Rd, Hayden, Idaho 83835
Debra Jo Sommerville ("Sommerville")	36497 E Hayden Lake Rd, Hayden, Idaho 83835

2.1.1 Members are owners of Real Properties that share use of the Well as follows:

- Arnesons own Parcel A described in Exhibit A;
- Sommerville owns Parcel B described in Exhibit B;
- Brews own Parcel C described in Exhibit C;
- Mannings own Parcel D, described in Exhibit D;
- Neamys own Parcel E, Described in Exhibit E.

2.2 Termination of Member's Interest. A Member will cease to be a Member of the Company when: (a) the Member dies or is adjudicated to be incapacitated if the Member is an individual; (b) the Member dissolves or its existence terminates if the Member is an entity; (c) the Member becomes bankrupt; or (d) the Member assigns the Member's entire interest in the Company. A Member's successor(s) in interest to the property listed in Section 2.1.1 shall become a Member(s) upon termination of the Member's interest, subject to the condition that the successor(s) agree to the terms of this Agreement.

2.2.1 Assignment Restrictions. Members shall assign their interest in the Company to the purchaser of their property, listed in Section 2.1.1, upon sale thereof. Members shall

not contract for sale of their property unless purchasers of their property agree to be assigned the Member's interest in the Company and to the terms of this Agreement. Such an assignment to a purchaser does not require an action by the Members but will be complete upon closing of the sale of the Property. At all times, Members shall be those who own an interest in the properties that participate in the use of the shared Well. Members shall not otherwise assign any portion of their Membership interest in the Company to any person or entity without approval by an action by the Members under Section 2.5 or 2.6 of this Agreement.

2.3 Additional Members. Additional Members of the Company may be admitted only by an action by the Members under Section 2.5 or 2.6 of this Agreement.

2.4 Meetings

2.4.1 The Company will not be required to hold annual meetings. Special meetings of the Members may be called by a group of Members holding more than 50% of the Membership Interests.

2.4.2 Written notice stating the place, date, and time of the meeting and describing the purposes for which the meeting is called, shall be delivered not fewer than ten (10) days and not more than thirty (30) days before the date of the meeting to each Member. The Members may hold meetings at the Company's principal office or at such other place, within or outside the State of Idaho, as the Members calling the meeting may designate in the notice for such meeting.

2.4.3 Any Member may participate in a meeting of the Members by telephone, video conference or by means of other communications equipment permitting all Persons participating in the meeting to communicate with one another, and participation in a meeting by these means shall constitute presence in person at such meeting.

2.4.4 On any matter that is to be voted on by the Members, a Member may vote in person or by proxy, and such proxy may be granted in writing, by means of Electronic Transmission, or as otherwise permitted by Applicable Law. Every proxy shall be revocable in the discretion of the Member executing it unless otherwise provided in such proxy; provided, that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation. In lieu of a proxy, a Member may grant an irrevocable power of attorney to conduct the affairs of such Member with respect to Company matters, including matters relating to the organization, internal affairs, or termination of the Company.

2.4.5 The business to be conducted at such meeting need not be limited to the purpose described in the notice and can include other business to be conducted by the Members; provided, that the Members shall have been notified of the meeting in accordance with Section 2.4.2. Attendance of a Member at any meeting shall constitute a waiver of notice of such meeting. Members may not object to notice at a meeting to which the Member attends in person.

2.4.6 A quorum of any meeting of the Members shall require the presence, whether in person or by proxy, of all Members, and no action may be taken by the Members unless the appropriate quorum is present at a meeting.

2.5 Action by Members. Subject to any other provision of this Agreement, the Articles of Organization, or the Act requiring the vote, consent, or approval of a different percentage of the Membership Interests or of particular Members, no action may be taken by the Members at any meeting at which a quorum is present without the affirmative vote of the Members holding at least a majority of the Membership Interests entitled to vote thereon.

2.6 Action Without Meeting. Notwithstanding the provisions of Section 2.4, any matter that is to be voted on, consented to, or approved by the Members may be taken without a meeting, without prior notice, and without a vote if consented to, in writing or by Electronic Transmission, by all Members. The Company shall maintain a record of each such action taken by written consent of a Member or Members. A Member's consent may not be established by a Member's failure to object to an action in a timely manner or by any other means not explicitly provided for in this Agreement.

3. Capital

3.1 Initial Capital Contribution. As an initial capital contribution to the Company, the Members transfer all of the assets of the business currently being operated by the Members as an unincorporated non-profit association under the name "Sportsman's View Water Association" subject to all of the liabilities of the business. The assets and liabilities of the business are described in Exhibit G attached to this agreement. The transfer is complete upon the signing of this agreement.

3.2 Annual Contributions. Members are required to contribute additional capital to the company annually, in the amount of three hundred dollars (\$300.00). This Annual contribution shall be due and owing from each member of this Agreement on or before the 1st day of July each year. The amount of this Annual Contribution may be changed at any time if approved by an action by the Members under Section 2.5 or 2.6 of this Agreement.

3.3 Additional Contributions. Members may also be required to make additional capital contributions if approved by an action by the Members under Section 2.5 or 2.6 of this Agreement.

3.4 Penalty for Late Contributions. Should any member fail to make timely contributions as required by the Company, the Company shall charge interest on past due contributions, from the date of assessment until paid, at the statutory rate of interest under Idaho Code § 28-22-104, or its successor. Such past due contributions shall constitute a lien on the member's ownership interest in the LLC and the member's ownership interest in any real property served by the Company. The Company, acting by unanimous vote less the vote of the non-paying member, may grant an extension on the payment due from the non-paying member. If the Company grants an extension, interest shall not be charged and a lien shall not be recorded against the non-paying member's ownership interest.

3.5 Liquidated Damages. In addition to the penalty provisions in Section 3.4, the members agree that it may be difficult, if not impossible, to accurately determine the amount of damages that

the Company may incur from failure to maintain timely payment of assessments. Accordingly, it is agreed that one hundred dollars (\$100.00) shall be deemed to be the weekly liquidated damages for such failures. The weekly liquidated damages shall begin to accrue on the day the assessment is past due and shall be payable to the Company on the date the non-paying member satisfies the balance of the assessment plus the interest under Section 3.4.

4. Profits and Losses and Distributions

4.1 Profits and Losses. The entire net profit or net loss of the Company for each fiscal year will be allocated to the Members and must be reported on each Member's federal, state, and local income and other tax returns.

4.2 Distributions. Subject to the Act's restrictions on distributions, the Company may distribute cash or property from time to time by an action by the Members under Section 2.5 or 2.6 of this Agreement. Company assets may not be used to pay the separate expenses of the Members, to make personal investments for the account of the Members, or for any other purpose not related to the business of the Company.

5. Administration of Company Business

5.1 Management. The Company is a Member-managed LLC, and Members are vested with the exclusive authority to manage its business. Members are agents of the Company and have authority to bind the Company in the ordinary course of its business. Members may only exercise this authority with approval in an action by the Members under Section 2.5 or 2.6 of this Agreement.

5.2 Compensation and Reimbursement. The Members are not entitled to the payment of any salary or other compensation for services provided to the Company. The Members are, however, entitled to reimbursement for reasonable expenses incurred on behalf of the Company, including expenses incurred in its formation, dissolution, and liquidation.

5.3 Dealing with the Company. The Members and their affiliates may deal with the Company by providing property or services to it or receiving property or services from it and are entitled to the normal profits, compensation, commissions, or other income from such dealings.

5.4 Officers. The Company has no officers.

5.5 Indemnification. To the maximum extent permitted under the Act, the Members are entitled to be indemnified by the Company. The Members are not entitled to indemnification for any liability resulting from acts or omissions not in good faith that involve intentional misconduct or a knowing violation of law.

5.5.1 Members are entitled to reimbursement of reasonable expenses from the Company for and against any loss, damage, claim or expense, including reasonable attorneys' fees, incurred by the Members relating to or arising out of any act or omission or alleged acts or omissions performed or omitted by any Members on behalf of the Company; provided, however, that (i) any indemnity under this Section 5.6 shall be provided out of and to the extent of the Company's assets only; and (ii) neither any Member nor any other person shall have any personal liability therefore; and (iii) no indemnification may be made to a

Member if (A) such Member's acts were committed in bad faith or the result of active and deliberate dishonesty and material to the cause of action adjudicated or (B) such Member personally gained a financial profit or other advantage to which such Member was not legally entitled.

5.5.2 Upon receipt by the Company of a written undertaking by or on behalf of the Member to repay such amounts if it is finally judicially determined that the Member is not entitled to indemnification under this Section 5.5, the Company shall advance funds to each Member for reasonable legal or other expenses, as incurred, of such Member in connection with investigating, preparing to defend, or defending any claim, lawsuit, or other proceeding relating to any Losses for which such Member may be indemnified pursuant to this Section 5.5.

5.5.3 The right to indemnification and advancement and payment of expenses provided in this Section 5.5 shall not be exclusive of any other right which a Member may have or hereafter acquire by any law, a provision of the Company's governing documents, a vote of disinterested Members, or otherwise. It is the intention of the parties to give Members the broadest indemnification rights permitted by law.

5.6 Limited Liability. Except as otherwise provided in the act, the Members have no personal liability for any obligation, expense, or liability of the company.

5.7 Scope of Indemnity. Indemnification only extends to the Members for liabilities incurred by the Member while acting under authority granted to the Member by the terms of this Agreement, an action in accordance with Section 2.5 or 2.6 of this Agreement, or as provided in the Act.

6. Accounting and Records

6.1 Books and Records. The Company must keep such books and records relating to its operation as are appropriate and adequate for its business. At a minimum, the following records must be maintained at the principal office of the Company: (a) financial statements for the three most recent fiscal years; (b) federal, state, and local income tax returns for the three most recent fiscal years; (c) a register showing the names and current addresses of the Members; (d) a copy of the Company's articles of organization and any amendments; (e) this Agreement and any amendments; and (f) all consents to action by the Members.

6.2 Banking. All funds of the Company must be deposited in accounts in the Company's name at banks or other financial institutions selected by the Members. Funds may be withdrawn from the accounts on the signature of a person or persons designated by the Members.

6.3 Fiscal Year. The fiscal year of the company will be the calendar year.

7. Dissolution and Winding Up

7.1 Events of Dissolution. The company will dissolve when the Members consent to its dissolution or when it ceases to have any Members. The Company will not dissolve merely by reason of death, incapacity, dissolution, termination, or bankruptcy of any Members.

7.2 Winding Up. Following the dissolution of the Company, the Members must wind up its affairs. A full account must be taken of the assets and liabilities of the Company. Assets that will not be distributed to creditors or the Member in kind must be promptly liquidated. Assets must then be distributed to the creditors of the Company in satisfaction of the Company's liabilities and obligations. Remaining assets will be distributed to the Members proportionate to the number of hookups at the Well or as otherwise agreed in an action under Section 2.5 or 2.6 of this Agreement.

7.3 Insolvency. The Company shall not permit its liabilities to exceed its assets. If the Company is insolvent at the time of winding up under Section 7.2, then the Members must contribute to satisfaction of any Company liabilities proportional to the number of hookups at the Well or as otherwise agreed in an action under Section 2.5 or 2.6 of this Agreement.

8. Miscellaneous Provisions

8.1 Amendment. The Members may amend or repeal all or part of this Agreement by a written instrument.

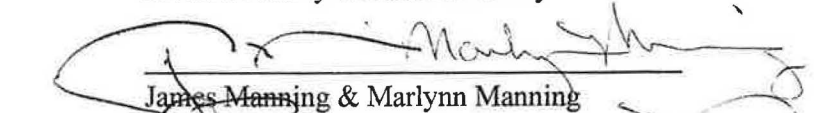
8.2 Governing Law. This agreement is governed by the law of the state of Idaho and is to be construed in accordance therewith.

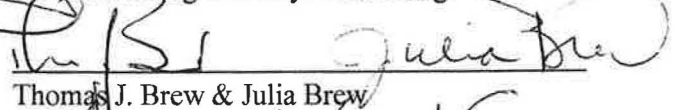
8.3 Choice of forum. Any litigation under the terms of this Agreement shall take place in the State of Idaho, in the County of Kootenai. The prevailing party or parties in any such litigation shall be entitled to recover costs of suit and attorney's fees

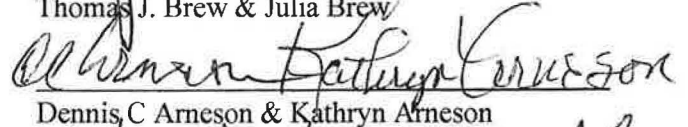
8.4 Mediation. In the event of any dispute between the Members, no Member nor the Company shall commence litigation without first attempting to mediate such dispute under the guidance of a certified mediator, attorney or retired judge.

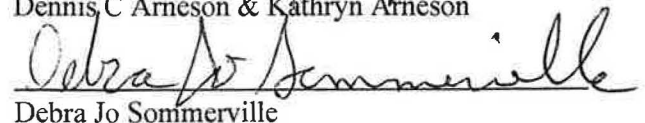
8.5 Severability. If any provision of this agreement is invalid or unenforceable, it will not affect the remaining provisions.


Richard Neamy & Barbara Neamy


James Manning & Marlynn Manning


Thomas J. Brew & Julia Brew


Dennis C. Arneson & Kathryn Arneson


Debra Jo Sommerville

EXHIBITS

EXHIBIT A

PARCEL A

The North 100 feet of the South 210 feet of the following described parcel;

A parcel of land in the Southeast Quarter of Section 33, Township 52 North, Range 3 West; Boise Meridian, Kootenai county, Idaho described as follows:

BEGINNING at a point 660 feet North and 300 feet West of the Southeast corner of said Section 33; thence, East 100 feet; thence, North 300 feet; thence, West 178 feet to a point on the East right of way line of the County Road; thence, Southerly along said right of way line 242 feet more or less to an iron pipe on said right of way which bears North from the POINT OF BEGINNING; thence, South to the POINT OF BEGINNING.

EXHIBIT B

PARCEL B

The North 90 feet of the following described parcel;

A parcel of land in the Southeast Quarter of Section 33, Township 52 North, Range 3 West; Boise Meridian, Kootenai county, Idaho described as follows:

BEGINNING at a point 660 feet North and 300 feet West of the Southeast corner of said Section 33; thence, East 100 feet; thence, North 300 feet; thence, West 178 feet to a point on the East right of way line of the County Road; thence, Southerly along said right of way line-242 feet more or less to an iron pipe on said right of way which bears North from the POINT OF BEGINNING: thence, South to the POINT OF BEGINNING.

EXHIBIT C

PARCEL C

The South 110 feet of the following described parcel;

A parcel of land in the Southeast Quarter of Section 33, Township 52 North, Range 3 West; Boise Meridian, Kootenai county, Idaho described as follows:

BEGINNING at a point 660 feet North and 300 feet West of the Southeast corner of said Section 33; thence, East 100 feet; thence, North 300 feet; thence, West 178 feet to a point on the East right of way line of the County Road; thence, Southerly along said right of way line 242 feet more or less to an iron pipe on said right of way which bears North from the POINT OF BEGINNING; thence, South to the POINT OF BEGINNING.

EXHIBIT D

PARCEL D NO. 1

A portion of the Southeast Quarter of Section 33, Township 52 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, described as follows:

COMMENCING at the Southeast corner of said Section 33, thence, North along the East line of said Section 560 feet; thence, West 200 feet to the POINT OF BEGINNING; then North 100 feet; thence, West 140 feet, more or less, to a point on the southerly line of the county road; thence westerly and southerly along the southerly line of said road 184 feet, more or less, to an iron pipe, which bears West from the POINT OF BEGINNING; thence, East 287 feet to the POINT OF BEGINNING.

AND,

PARCEL D NO. 2

A portion of the Southeast Quarter of Section 33, Township 52 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, described as follows:

BEGINNING at a point on the East line of said Southeast Quarter, 10 feet North of the Southeast corner of said Section 33; thence, North 150 feet; thence, West 300 feet; thence, South 150 feet; thence, East 300 feet to the POINT OF BEGINNING.

AND,

PARCEL D NO. 3

A portion of the Southeast Quarter of Section 33, Township 52 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, described as follows:

BEGINNING at a point on the East line of said Southeast Quarter, 360 feet North of the Southeast corner of said Section 33; thence, West 300 feet; thence, North 50 feet; thence, East 300 feet; thence, South 50 feet to the POINT OF BEGINNING.

EXHIBIT E

PARCEL E

That portion of the Southeast Quarter of Section 33, Township 52 North, Range 3 West; Boise Meridian, Kootenai county, Idaho described as follows:

COMMENCING at the Southeast corner of said Section; thence, North along the East line thereof, a distance of 260 feet; thence, West a distance of 300 feet; thence, North a distance of 40 feet to the POINT OF BEGINNING; thence, North a distance of 260 feet; thence, West a distance of 187 feet to the Southeasterly right of way of the existing County Road (as of January 11, 1972); thence, South 29 26' West along said right of way, a distance of 223.9 feet; thence, East a distance of 265 feet; thence South, a distance of 150 feet; thence, East, a distance of 117 feet to the POINT OF BEGINNING.

EXCEPT that portion, if any, lying within the lands described in the Deeds recorded in Book 239 at Page 330 and Book 249 of Deeds at Page 497.

ALSO, EXCEPT all the mineral and mineral rights granted to Josiah H. Lower, by Deed recorded January 24, 1961 in Book 184 of Deeds at Page 344, as said minerals and mineral rights are described in said Deed.

TOGETHER WITH a portion of the Southeast quarter of the Southeast quarter Section 33, Township 52 North, Range 3 WBM, Kootenai County, Idaho, and further described as follows:

COMMENCING at the Southeast corner of Section 33; thence, North a distance of 260 feet to a point; thence, South 89 57' 44" West, a distance of 300 feet to a point, thence North 00 15' 42" West, a distance of 39.80 feet to an I pin; thence North 00 02' 24" East a distance of 247 feet to an I pin; thence, North 81 27' 24" West a distance of 87.93 feet to the POINT OF BEGINNING; thence, North 89 57' 32" West, a distance of 58.97 feet to an I pin on the Southeasterly right of way of the County Road; thence, North 56 25' 35" East along said right of way a distance of 13 feet to an I pin; thence, South 81 27' 24" East a distance of 48.68 feet to the POINT OF BEGINNING.

EXCLUDING THEREFROM, a portion of the Southeast corner of the Southeast quarter, Section 33, Township 52 North, Range 3 WBM, Kootenai County, Idaho, and further described as follows:

COMMENCING at the Southeast corner of said Section 33, thence, North a distance of 260 feet to a point; thence, South 89 57' 44" West, a distance of 300 feet to a point; thence, North 00 15' 42" West, a distance of 39.80 feet to an I pin; thence North 00 02' 24" East a distance of 247 feet to an I pin at the POINT OF BEGINNING; thence, Continuing North 00 02' 24" East, a distance of 13 feet to a point; thence, North 89 57' 32" West a distance of 86.96 feet to a point; thence, South 81 27' 24" East a distance of 87.93 feet to the POINT OF BEGINNING.

PARCEL E NO. 1

A portion of the Southeast quarter of the Southeast quarter of Section 33, Township 52 North, Range 3 WBM, described as follows:

COMMENCING at the Southeast corner of said Southeast quarter of the Southeast quarter of Section 33; thence North along the East line of said Section 33, for a distance of 260 feet to a point which is the POINT OF BEGINNING for this description; thence North for a distance of 100 feet; thence, West for a distance of 150 feet; thence South for a distance of 100 feet; thence, East 150 feet to the POINT OF BEGINNING.

AND,

PARCEL E NO. 2

A portion of the Southeast quarter of the Southeast quarter of Section 33, Township 52 North, Range 3, WBM, described as follows:

COMMENCING at the Southeast corner of said Southeast quarter of the Southeast quarter of Section 33; thence, North for a distance of 360 feet; thence, West for a distance of 150 feet to the TRUE POINT OF BEGINNING of this description; thence South 100 feet; thence West 150 feet; thence North 100 feet; thence, East 150 feet to the TRUE POINT OF BEGINNING.

EXHIBIT F

PARCEL D NO. 3

A portion of the Southeast Quarter of Section 33, Township 52 North, Range 3 West, Boise Meridian, Kootenai County, Idaho, described as follows:

BEGINNING at a point on the East line of said Southeast Quarter, 360 feet North of the Southeast corner of said Section 33; thence, West 300 feet; thence, North 50 feet; thence, East 300 feet; thence, South 50 feet to the POINT OF BEGINNING.

EXHIBIT G

(Section 3.1)

Assets and Liabilities

Real Estate, .011 acres	Known as Kootenai County Parcel Number 52N03W339510 AIN 112292; Current Legal Description TAX #11364 33 52N 03W	Known as "the Well House"
Shared Water Well	Well located on Parcel D3, Exhibit F (the Well)	Known as "the Well"
Water Line Easement	Transmission Easement from the Well to the Well House across real estate parcels further described in Exhibit A and D	
Idaho Department of Water Resources Water Right number 95-7911		
Liabilities	None as of 7-1-2020	

Member Ownership

Member	Percent Ownership	Type	Total Member Votes
Richard & Barbara Neamy Trust ("Neamys) (Richard & Barbara Neamy Trustees)	20%	Single Member	1
James & Marlynn Manning ("Mannings")	20%	Joint and Several	1
Thomas J. Brew & Julia Brew ("Brews")	20%	Joint and Several	1
Dennis Arneson & Kathryn Arneson Living Trust ("Arnesons") (Dennis Arneson & Kathryn Arneson Trustees)	20%	Single Member	1
Debra Jo Sommerville ("Sommerville")	20%	Single Member	1

EXHIBIT G

[assets and liabilities of the company at the outset]

EXHIBIT G



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

July 22, 2020

SPORTSMANS VIEW WATER ASSOCIATION LLC
36585 E HAYDEN LAKE RD
HAYDEN ID 83835-7049

Re: Change in Ownership for Water Right No(s): 95-7911

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 762-2807.

Sincerely,

Tammy Alleman
Administrative Assistant 1

Enclosure(s)