

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

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RECEIVED
FEB 28 2014
WATER RESOURCES
WESTERN REGION

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

	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?	Water Right/Claim No.	Split?
PD	63-4037	Yes ☐		Yes ☐		Yes ☐
PD	63-9758	Yes ☐		Yes ☐		Yes ☐
PD	63-21875	Yes ☐		Yes ☐		Yes ☐
		Yes ☐		Yes ☐		Yes ☐
		Yes ☐		Yes ☐		Yes ☐

2. Previous Owner's Name: Quail Hollow, LLC.
Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): City of Boise, Dept of Parks & Recreation
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or

1104 Royal Blvd BOISE ID 83706
Mailing address City State ZIP

208 608 7600 bprecityofboise.org
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: Nov. 1, 2013

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.

SUPPORT DATA

IN FILE # 63-4037

8. Signature: [Signature] Mayor 2/25/14
Signature of new owner/claimant Title, if applicable Date

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

For IDWR Office Use Only:

Received by RS Date 2-28-14 Receipt No. W041876 Receipt Amt. 75-
Approved by RS Processed by J. Strange Date 6-11-14

Recording requested by and
When recorded return to Boise City
Department of Parks & Recreation,
P.O. Box 500,
Boise, Idaho 83701

DEED OF GIFT

THIS INDENTURE made this 1st day of November, 2013, between Quail Hollow LLC, an Idaho limited liability company, the "Grantor", and the City of Boise City, an Idaho municipal corporation, the "Grantee";

WITNESSETH:

Section 1.

AS A GIFT TO THE GRANTEE, the Grantor does hereby grant and convey to the Grantee all of the real property situated in the County of Ada, State of Idaho, described on **Exhibit 1** attached hereto and by this reference made a part thereof, which will be referred to herein as "the Property".

SUBJECT to:

1. All taxes and assessments levied and assessed upon the Property on and after December 1, 2013, and each year thereafter.

TO HAVE AND TO HOLD the Property unto the Grantee so long as the Grantee shall comply with the following conditions:

- (a) The Grantee shall hold, own and operate the Property as a golf course in perpetuity, open to the public at all times, provided, however, that the Grantee may alter or change the use of all or any portion of the property to a public use other than a golf course. This public use restriction shall not limit or prohibit the sale of food and beverages (including alcoholic beverages), renting golf carts or other golfing-related products and charging for use of the golf course or any related facility provided such use is reasonable and fair and designed only to return to the City the cost of operating a public golf course. The Grantee shall utilize any reserves it earns from the operation of the golf course for capital and other improvements and maintenance and operation expenses associated with the Property. The Grantee may also impose reasonable charges and limits as to time and place and number of people entering and utilizing the Property for golf or other purposes in a manner consistent with standard

operating procedures for golf courses. In that regard, the Grantee may restrict and/or prohibit the use of the general public to enter upon all or portions of the golf course in a manner consistent with the safe and reasonable operation of a public golf course and in compliance with the ordinance of the City of Boise City.

- (b) If the Grantee determines that it is in the public interest to use all or a portion of the Property for a use other than a golf course the Grantee may so change that use, provided the use remains public and open to the public, provided however, that as with operation as a golf course the Grantee shall be at liberty to impose reasonable restrictions as to time and use and access to all or any portion of the Property and to charge reasonable fees to defray the cost of providing public services which may include, but not limited to, athletic events, concerts, sports fields and such improvements as are necessarily reasonable for such public uses.

At no time and under no circumstances shall the Property be utilized for any residential, commercial, industrial or other use that is not consistent with this public use requirement.

- (c) Neither the Property nor any part thereof shall ever be transferred or conveyed by the Grantee. The Grantee shall allow the creation of no lien or encumbrance to attach to the Property, or any part thereof, excepting therefrom easements for utilities serving the Property and *ad valorem* taxes, if any, levied and assessed against the Property. Notwithstanding the foregoing, Grantee, upon payment of just compensation, may transfer additional right-of-way to the Ada County Highway District, any successor highway district or road department as the case may be, as is reasonable and necessary and in the public interest .

Section 2.

To insure that the Property herein conveyed will be developed, used, operated and identified in full compliance with the conditions set forth in subsections (a), (b), and (c) of Section 1 of this Deed of Gift, it shall be a condition of this conveyance that at any time in the future should the Property or any part hereof cease to be used in full compliance with the conditions set forth in subsections (a), (b), and (c) of Section 1 of this Deed of Gift or that the Grantee shall fail, refuse or neglect in any respect to comply with the conditions set forth in subsection (a), (b), and (c) of Section 1 of this Deed of Gift, the Grantee shall be divested of the title to the Property and the title to the Property shall pass to an exempt organization having its principal place of business in Boise, Idaho, excepting therefrom any other governmental entity, and qualifying as such under the provisions of Internal Revenue Code Section 501(c)(3) or Internal Revenue Code Section 170(c)(1) or a comparable provision of the United States Internal Revenue Code then in force and effect created for charitable or public purposes and best able to operate or provide for the operation of that Property for the benefit of the public generally in

compliance with the provisions of subsections (a), (b), and (c) of Section 1 of this Deed of Gift. The determination of a successor exempt organization pursuant to this Section 2 shall rest with the then-Administrative District Judge of the Fourth Judicial District (or the successor judge having duties most like that judge if the position of Administrative District Judge no longer exists).

The provisions of this section may be enforced by either Grantor, if it is then in existence, or an exempt organization under the provisions of Internal Revenue Code Section 501(c)(3) or the comparable provision of the United States Internal Revenue Code, designated by the then Administrative District Judge, for the Fourth Judicial District (or the successor judge having duties most like that judge).

The fact that the Grantee has ceased to operate, maintain and use of the Property herein conveyed in compliance with the provisions of subsections (a), (b), and (c) of Section 1 of this Deed of Gift may be established of record by either (i) a certified copy of a resolution by the Mayor and Council of the Grantee of that fact, or (ii) a determination thereof through judgment of a court of competent jurisdiction of the State of Idaho.

Section 3:

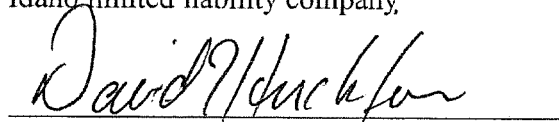
By the recordation of this Deed of Gift, the Grantee shall be deemed to have accepted and agreed to comply with the restrictions and conditions set forth in Section 1 and Section 2 of this Deed of Gift and to hold the Property subject to full performance by it of those provisions of this Deed of Gift.

Section 4:

The current address of the Grantee is City of Boise, 150 N. Capitol Blvd., Boise, Idaho 83701.

IN WITNESS WHEREOF, this Deed of Gift has been duly executed by the Grantor the day and year herein first above written.

Quail Hollow LLC, an
Idaho limited liability company,

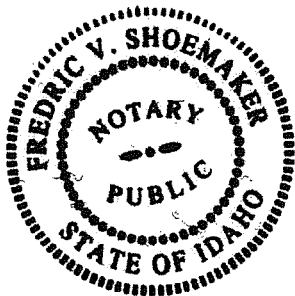


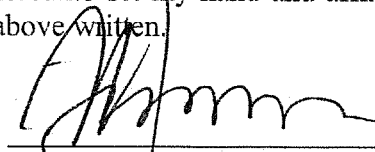
By: David E. Hendrickson
Its: Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 13th day of November, 2013, before me, a Notary Public, personally appeared David Hendrickson, known or identified to me to be the Manager of Quail Hollow LLC, the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such corporation executed the same.

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





NOTARY PUBLIC FOR IDAHO
Residing at: BOISE
My Commission Expires: 11/26/2016

EXHIBIT 1
(Legal Description for Quail Hollow Golf Course)

Lots 2, 5 and 6 in Block 1, and Lots 1 and 3 in Block 2, of Nibler Subdivision, according to the official plat thereof, filed in Book 59 of Plats at Pages 5789 through 5791, records of Ada County, Idaho.

TOGETHER, will all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining thereto and subject to and including rights of Grantor in the following:

- (1) As disclosed in the ALTA survey prepared by Briggs Engineering, Inc. dated October 16, 2007.
- (2) Easements, reservations, restrictions and dedications, if any, as shown on the official plat of said subdivision.
- (3) An easement for public utilities and incidental purposes in favor of Idaho Power Company, a corporation
Recorded: March 18, 1939
Book: 16 of Miscellaneous at
Page: 223, of Official Records.
- (4) An easement for public utilities and incidental purposes in favor of Idaho Power Company, a corporation
Recorded: September 19, 1930
Book: 12 of Miscellaneous at
Page: 437, of Official Records.
- (5) An easement for public utilities and incidental purposes in favor of Idaho Power Company, a corporation
Recorded: February 27, 1931
Book: 12 of Miscellaneous at
Page: 547, of Official Records.
- (6) An easement for public utilities and incidental purposes in favor of The Mountain States Telephone and Telegraph Company
Recorded: March 2, 1967
Instrument No: 659097, of Official Records.
- (7) Conditions and provisions contained in instrument
Executed By: Ada County Highway District
Recorded: October 27, 1993
Instrument No: 9389380, of Official Records.

- (8) An easement for public utilities and incidental purposes in favor of Idaho Power Company, a corporation

Recorded: November 18, 1983

Instrument No: 8362310, of Official Records.

- (9) An easement for access and utilities and rights incidental thereto as contained in a Warranty Deed

Recorded: July 24, 1987

Instrument No: 8742940, of Official Records

The exact location and extent of said easement is not disclosed of record.

- (10) An easement for underground sanitary sewer lines and the terms and conditions thereof in favor of Northwest Boise Sewer District

Recorded: January 14, 1988

Instrument No: 8802157, of Official Records.

Corrected grant of easement

Recorded: October 12, 1988

Instrument No: 8850182, of Official Records.

- (11) An easement for public utilities and incidental purposes in favor of Idaho Power Company, a corporation

Recorded: May 2, 1988

Instrument No: 8820687, of Official Records.

- (12) A easement for roadway drainage and the terms and conditions thereof in favor of Tee Limited, Inc.

Recorded: September 10, 1991

Instrument No: 9150430, of Official Records.

- (13) Terms, conditions, provisions, easements and obligations set forth in that certain Permanent Easement Agreement

Between: Tee, Ltd., an Idaho corporation, Tommy T. Sanderson and Roxanne Sanderson and Vancroft Corporation, an Idaho corporation

Recorded: November 3, 1993

Instrument No: 9392442, of Official Records.

Terms, conditions, provisions, easements and obligations set forth in that certain Assignment and Assumption of Permanent Easement Agreement

Between: Vancroft Corporation, an Idaho corporation, Assignor and Bedard & Musser, a partnership, Assignee

Recorded: November 4, 1993

Instrument No: 9392667, of Official Records.

EXHIBIT 1 TO DEED OF GIFT - 2

- (14) Terms, conditions, provisions, easements and obligations set forth in that certain Landscape Agreement
Between: David E. Hendrickson dba Quail Hollow Golf Course and Siebel, Inc., an Idaho corporation
Recorded: April 27, 1994
Instrument No: 94038748, of Official Records.
- (15) An easement for public utilities and incidental purposes in favor of Idaho Power Company, a corporation
Recorded: August 15, 2000
Instrument No: 100064342, of Official Records.
- (16) An easement for public utilities and incidental purposes in favor of Idaho Power Company, a corporation
Recorded: August 15, 2000
Instrument No.: 100064342
Re-recorded: October 19, 2000
Instrument No: 100083420, of Official Records.
- (17) Protective Covenants, Conditions, Restrictions and/or Easements, and other matters imposed by instrument recorded May 31, 2001 as Instrument No. 101052421, of Official Records.

This exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin as provided in 42 U.S.X. Section 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. Section 3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

- (18) Terms, conditions, provisions, easements and obligations set forth in that certain Easement Agreement
Between: David E Hendrickson and Cable One, Inc., a Delaware corporation
Recorded: November 17, 2004
Instrument No: 104145944, of Official Records.
- (19) Terms, conditions, provisions, easements and obligations set forth in that certain Easement Agreement
Between: Bluegrass, LLC and Cable One, Inc., a Delaware corporation
Recorded: November 17, 2004
Instrument No: 104145945, of Official Records.

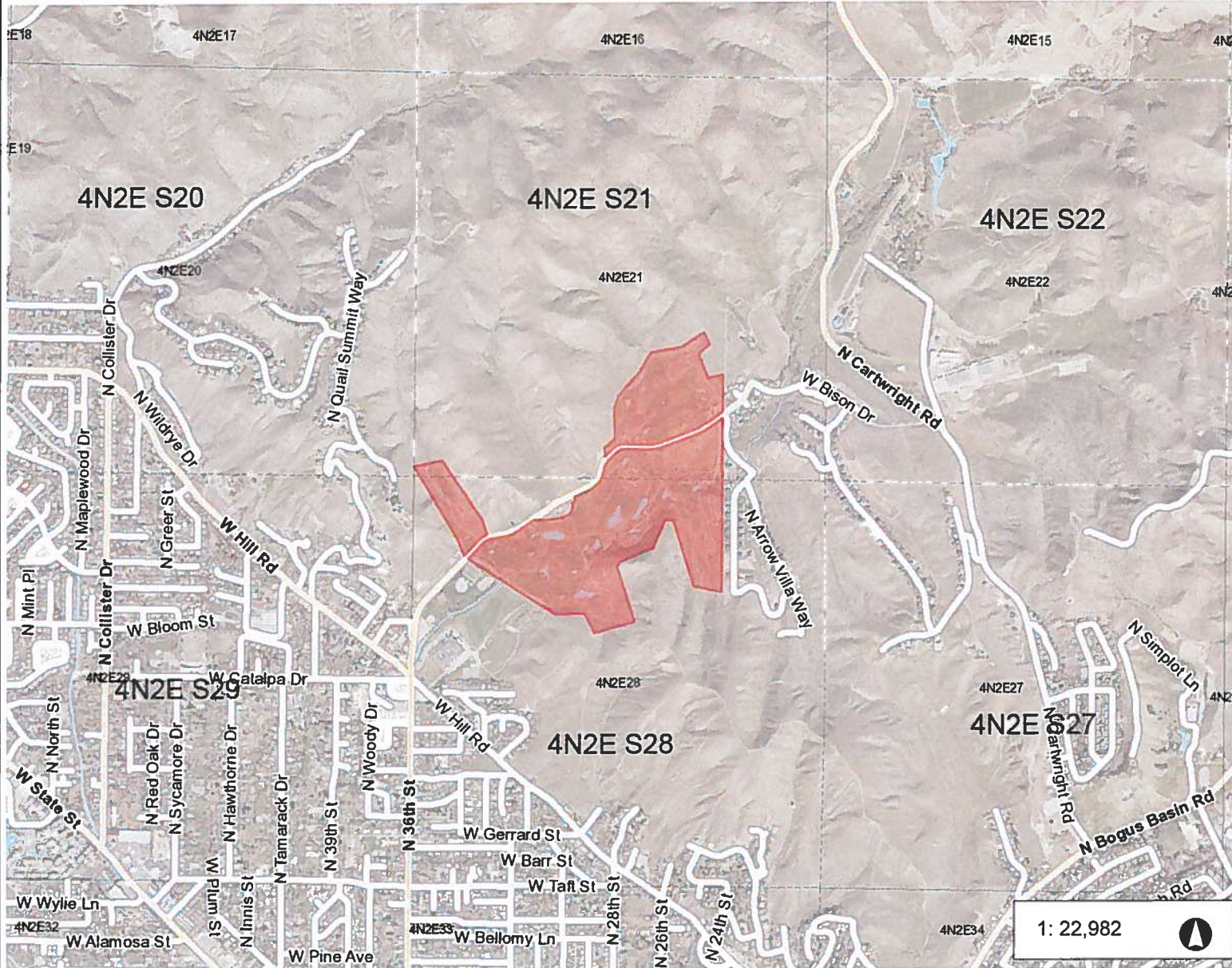
EXHIBIT 1 TO DEED OF GIFT - 3

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(10/31/13)

- (20) Terms, conditions, provisions, easements and obligations set forth in that certain Well and Irrigation Easement Agreement
Between: David E Hendrickson, an unmarried man and Quail Hollow LLC, an Idaho limited liability company
Recorded: June 1, 2010
Instrument No: 110050343, of Official Records.
- (21) Terms, conditions, provisions and obligations set forth in that certain Settlement Agreement
Between: Quail Hollow LLC, an Idaho limited liability company and Edwards Family, LLC, an Idaho limited liability company
Recorded: September 22, 2010
Instrument No: 110088550, of Official Records.
- (22) Unrecorded leaseholds, if any; rights of parties in possession other than the vestees herein; rights of chattel mortgagees and vendors under conditional sales contracts of personal property installed on the premises herein; and the rights of tenants to remove trade fixtures.



City of Boise, Dept of Parks & Recreation Quail Hollow Golf Course



Legend

- Railroads
- Roads (8,000 - 25,000)
 - Interstate
 - Major Roads
 - Minor Roads
- Major Water Features
- Sections

1: 22,982



Notes

0.7 0 0.36 0.7 Miles

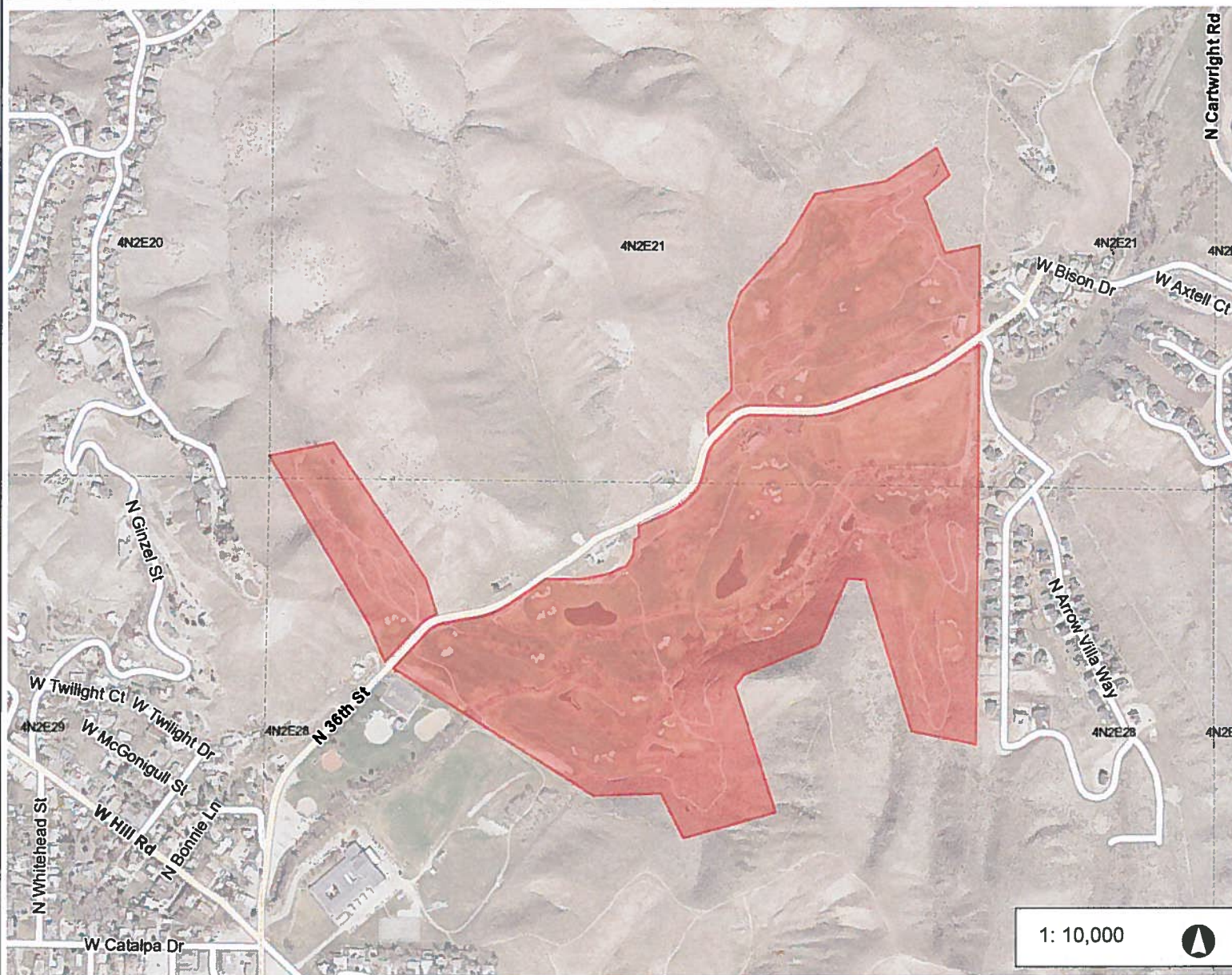
NAD_1983_Transverse_Mercator
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This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



City of Boise, Dept of Parks & Recreation Quail Hollow Golf Course



Legend

Roads (8,000 - 25,000)

- Interstate
- Major Roads
- Minor Roads

Sections

1: 10,000



0.3 0 0.16 0.3 Miles

NAD_1983_Transverse_Mercator
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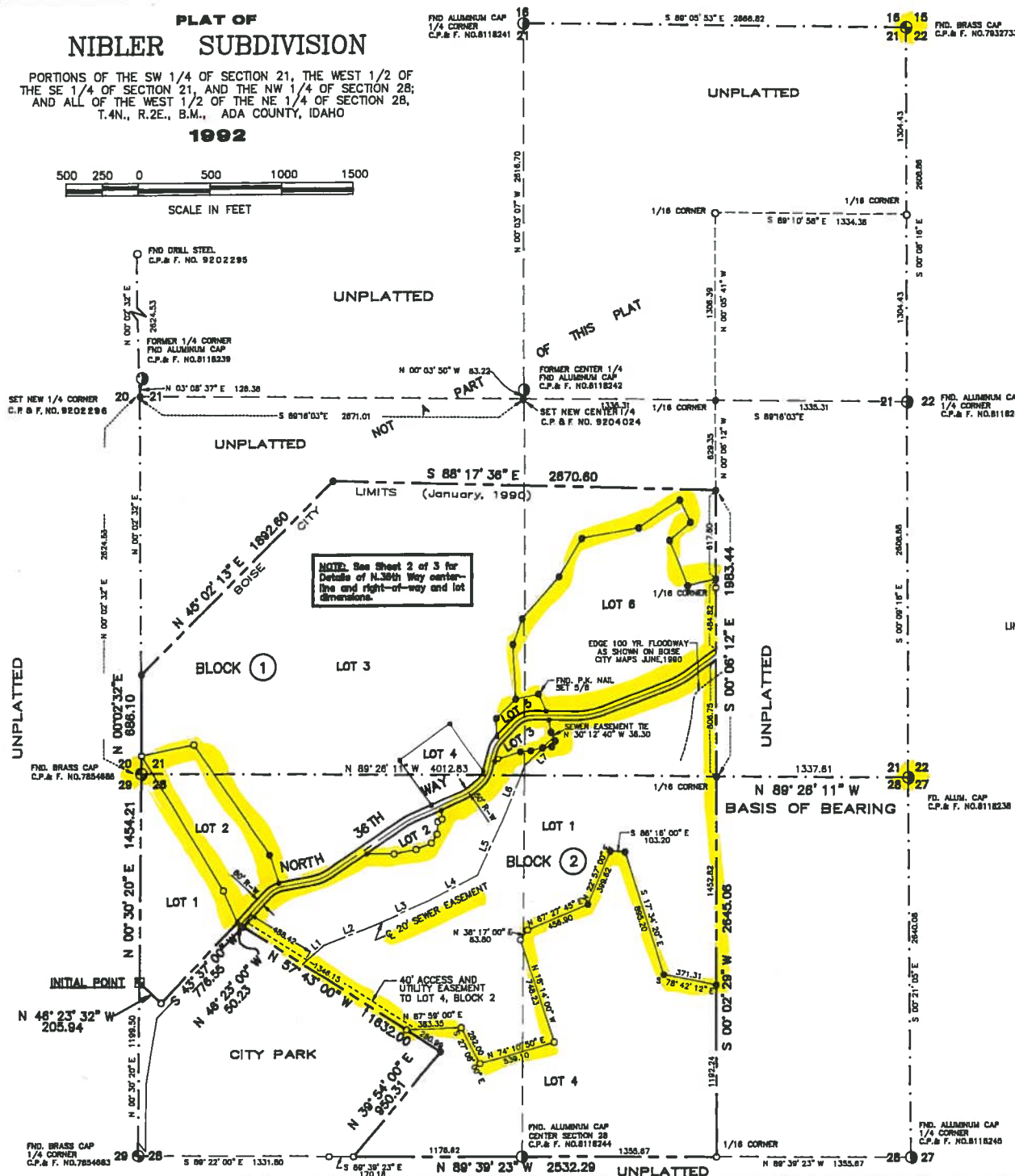
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

PLAT OF NIBLER SUBDIVISION

PORTIONS OF THE SW 1/4 OF SECTION 21, THE WEST 1/2 OF THE SE 1/4 OF SECTION 21, AND THE NW 1/4 OF SECTION 28; AND ALL OF THE WEST 1/2 OF THE NE 1/4 OF SECTION 28, T.4N., R.2E., B.M., ADA COUNTY, IDAHO

1992



LEGEND

- Initial Point, Set 2" x 36" Galv. Pipe With Alum. Cap
- Found Brass Cap
- Found Aluminum Cap
- Set 5/8" x 30" Rebar w/Plastic Cap
- Set 1/2" x 24" Rebar
- Found 5/8" Rebar
- Found 1/2" x 24" Rebar
- Boundary Line
- Section Line
- 1/4 Section Line
- 1/16 Section Line
- Easement Line

NOTES

1. All lots are hereby designated as having a permanent easement for public utilities, drainage, sewer and Boise City street lights over the ten (10) feet adjacent to any public street. This easement shall not preclude the construction of hard surfaced driveways and walkways to each lot.
2. Building setback dimensions in this subdivision shall conform to the applicable zoning regulations of the City of Boise, Ada County, Idaho in effect at the time of issuance of a building permit.
3. Any resubdivision of this plat shall comply with the applicable Zoning Regulations in effect at the time of the resubdivision.
4. This subdivision is not in an irrigation district and irrigation water will not be provided to any lot.
5. Restricted Access: Except for Lots 3 and 4, Block 1, and Lots 2 and 3, Block 2, no lots in this subdivision shall be provided with a primary access to N. 36th Way, unless said primary access is specifically approved by the Ada County Highway District. This restricted access shall not prevent golf carts and golf course maintenance equipment from crossing N. 36th Way.
6. No new separate principle structures shall be permitted within this subdivision unless specifically approved by the City of Boise. This restriction shall not be applied to prohibit the erection of minor accessory or maintenance buildings related to the existing dwellings or the golf course, provided that proper building permits are obtained.
7. All new development within this subdivision is subject to the requirements of the Boise City Hillside and Foothills Ordinance and Chapter 70 of the Uniform Building Code.
8. Except for accessory structures not intended for human habitation, any new development, separate principle structures, will require improvements to Ada County Highway District standards on North 36th Way, both adjacent to the proposed development and southwesterly of the proposed development to the boundary of the plat.
9. Lots 1 and 3, Block 2 are subject to an existing easement granted to the Northwest Boise Sewer District, Instrument No. 8850182.
10. All lots fronting N. 36th Way are hereby designated as having a temporary construction easement along N. 36th Way for the future widening and improvement of N. 36th Way, which easement shall cease to exist upon the completion of said widening. This easement shall be of varying width, sufficient for the construction of safe roadway slopes but not steeper than two (2) horizontal to one (1) vertical.

CENTERLINE SEWER EASEMENT DATA

LINE	BEARING	DISTANCE
1	N 49° 30' 38" E	200.23
2	N 68° 41' 44" E	399.58
3	N 68° 13' 01" E	399.83
4	N 62° 32' 38" E	378.17
5	N 24° 27' 09" E	409.16
6	N 22° 46' 35" E	418.97
7	N 45° 03' 29" E	285.53



VICTOR L. NIBLER
Owner
Boise, Idaho

BRIGGS ENGINEERING, INC.
Consulting Engineers
Boise, Idaho