

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

IDWR/WRMCI
 SEP 08 2006
 RECEIVED

Please print or type. Attach pages with additional information. Instructions are included at the end of this form.
 Incomplete forms will be returned.

1. Please list the water right number(s) and/or adjudication claim number(s) (if any) for each water right to be changed. List just the adjudication claim number if there is no corresponding water right record on file with the department. Indicate, by checking in the space provided (under the "split" heading), if the change in ownership is limited to a portion of a water right in which case division of the existing water right or adjudication claim record will be required.

Water Right No(s)	Adjudication Claim No(s)	Split	Water Right No(s)	Adjudication Claim No(s)	Split
95-8763					

2. The following **REQUIRED** information must be submitted with this form.

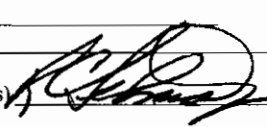
- A. The appropriate **FILING FEE**. See instructions for fee amounts.
- B. A copy of the most recent **DEED, TITLE POLICY, CONTRACT OF SALE** or other legal document indicating your ownership of the property and water right(s) or claim(s) in question, **WITH ATTACHED LEGAL DESCRIPTION**.
- C. Either of the following (if necessary to clarify division of water rights or other complex property descriptions):
PLAT OF PROPERTY or **SURVEY MAP** clearly showing the location of the point(s) of diversion and place of use of your water right(s) and/or adjudication claim(s) (these are usually attached to your deed or on file with the county).
OR
 If your water right(s) and/or adjudication claim(s) is for ten or more acres of irrigation, you must submit a USDA Farm Service Agency **AERIAL PHOTO** with the irrigated acres outlined and point(s) of diversion clearly marked. The **AERIAL PHOTO** should be submitted in place of the **PLAT OF PROPERTY** or **SURVEY MAP**.

3. Name and Address of Former Owner/Claimant(s) Alan Eborall DBA Leisure Park
1480 W. Leisure Drive, Hayden, ID 83835
4. New Owner/Claimant(s) Leisure Park Homeowners Association, Inc.
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
 New Mailing Address 1480 W. Leisure Drive
 City, State and ZIP Code Hayden, ID 83835
 New Telephone Number (208) 772-9617
5. Date you acquired the property September 8, 2006

6. **If the change in ownership affects the entire water right for each water right or adjudication claim number listed in item 1, THEN SKIP THIS ITEM AND GO TO ITEM 7.** If the change in ownership divides the water right(s) among multiple owners, you must describe, in detail, your portion of each water right after the change. Fill in the appropriate spaces in the box(es) below to describe your water right(s) after the change (one water right per box, you may copy this page as necessary). If your quantity of water is greater than a proportionate split, you must attach documentation to show justification for a larger amount. If you are not sure how to identify your portion of the original water right or adjudication claim records, please contact the nearest IDWR office for assistance.

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

DESCRIPTION OF YOUR PORTION OF WATER RIGHT (If the right(s) will not be split, skip this area and proceed to item 7)		
Water Right and/or Adjudication Claim Number _____		
Water Use	Diversion Rate or Volume (cubic feet per second or acre-feet per annum)	Description (acres, number and type of stock, homes, etc)
Irrigation	_____	_____
Stock	_____	_____
Domestic	_____	_____
Other _____	_____	_____
Total	_____	_____

7. Signature of New Owner(s) or Claimant(s)  Dick Schmidt, President
(include title if applicable) Leisure Park Homeowners Association, Inc.

For Snake River Basin Adjudication Claims: Please attach a Notice of Appearance completed by your attorney, if you wish IDWR to correspond with him/her for all matters related to your claims.

For Office Use Only			
Received by 	Date <u>9/8/06</u>	Fee <u>\$25.00</u>	
Receipted by <u>do</u>	Date <u>9/8/06</u>	Receipt No. <u>N017869</u>	
Processed by _____	AJ Date _____	WR _____	Date _____

COPY

AGREEMENT IN RE: WATER SYSTEM
LEISURE PARK

THIS AGREEMENT made and entered into this 28 day of August, 2006,
by and between EBORALL REALTY, INC., an Idaho Corporation and ALAN EBORALL,
hereinafter referred to collectively as "EBORALL", and LEISURE PARK HOMEOWNERS
ASSOCIATION, INC., an Idaho Non-profit Corporation, hereinafter referred to as "LPHOA",
and as follows:

DEFINITIONS

The following definitions shall apply to this Agreement:

1. "Build Out" and "Built Out" shall mean development, construction of structures,
issuance of Certificate of Occupancy by the City of Hayden, Idaho, and sale of all real property
currently owned by EBORALL described in Exhibit "C" of the Declaration.
2. "Common Property" shall mean and refer to the land deeded to Leisure Park
Homeowners Association together with all improvements constructed or to be constructed
thereon.
3. "Declaration" shall mean the Declaration of Covenants, Conditions and
Restrictions of Leisure Park and subsequent amendments recorded in the Recorder's Office of
Kootenai County, Idaho.
4. "Hook-up Fees" shall mean a fee determined by the Board of the Association and
charged by the Association to any new connection to the Water System.
5. "Project" shall mean the entire real property covered by Exhibit "A", Exhibit "B"
and Exhibit "C" of the Declaration and includes, without limitation, the installation of
improvements to the Project (i.e., roads, swales, Water System, electrical system, and sewage
disposal systems) which systems or accouterments have been installed, or shall be installed, at
the cost and expense of EBORALL.
6. "Water Right" shall mean those rights to obtain ground water granted pursuant to
Idaho Department of Water Resources Permit No. 95-8763.
7. "Water System" shall mean and refer to all pipe lines, fittings, cutoffs, valves,

27 meters, wells, pumps, and pump houses located within the streets or easements or on the
28 Common Property within the Project which shall be owned and maintained by the Leisure Park
29 Homeowners Association pursuant to the Declaration.

31 RECITALS

32 WHEREAS, LPHOA is an Idaho Non-profit Corporation formed for the purposes
33 providing for the acquisition, construction, management, operation, administration, maintenance,
34 repair, improvement, preservation, insurance, and architectural control of Association property
35 within that certain residential subdivision located in Kootenai County, Idaho, commonly known
36 as "Leisure Park," and to promote the health, safety and welfare of all owners and tenants using
37 the real property described by Exhibit "A", Exhibit "B", and Exhibit "C" of the Declaration and
38 any additions thereto as may hereafter be brought within the jurisdiction of this Association for
39 such purpose, all according to the Declaration recorded with respect to said property in the
40 Office of the Recorder of Kootenai County: and,

41 WHEREAS, EBORALL is an Idaho Corporation, and the developer of the Leisure Park,
42 a residential subdivision in the City of Hayden, Kootenai County, Idaho and all of its additions,
43 whether now in existence or hereafter annexed in compliance with Article II, Section 2.3 of the
44 Declaration of Leisure Park, hereinafter referred to as the Project; and,

45 WHEREAS, the Water System is currently restricted in terms of Water Rights through
46 the Idaho Department of Water Resources as follows:

- 47 • The existing Water Right is for 1.67 cubic feet per second (750 gallons per minute),
48 and only 1.11 cubic feet per second (500 gallons per minute) are allocated for fire
49 flows; and,
- 50 • domestic use is limited to 260 homes and does not include lawn, garden, landscape,
51 or other types of irrigation; and,
- 52 • the place of use is located within the physical boundaries defined in Section 9 of the
53 Permit; and

54 WHEREAS, EBORALL desires to Build Out the balance of the Project within the
55 boundaries of the Project, as said boundaries are defined on Exhibit "1" attached hereto and

hereafter incorporated by reference as if fully set forth herein; and,

WHEREAS, such Build Out of the Project will require improvements to the Water System to meet correct governmental standard; and,

WHEREAS, the Water System is capable of providing seven hundred fifty (750) gallons per minute of sustained flow for fire flow purposes, and the Build Out contemplated by EBORALL, including any improvements to the Common Area will require one thousand (1,000) gallons per minute sustained fire flow for a period of two (2) hours; and,

WHEREAS, LPHOA is without sufficient funds to expand the Water System to provide for the one thousand (1,000) gallons per minute fire flow, and EBORALL is capable and willing to provide and sustain the costs for the improvement of the Water System to meet fire flow requirements for the Build Out; and,

WHEREAS, the Water System is currently owned and operated by LPHOA, and the Water Right described above is currently held by EBORALL (see Exhibit "2" attached hereto and hereafter incorporated by reference as if fully set forth herein); and,

WHEREAS, the parties desire to enter into this Agreement to define the rights and responsibilities of the parties for the purposes of upgrading the Water System, such upgrade shall entail the reconstruction of Water System.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I.

DUTIES AND RESPONSIBILITIES OF EBORALL

For and in consideration of the terms, conditions, covenants and benefits derived by each of the parties, one to the other, EBORALL shall:

1. Transfer Water Right to LPHOA within thirty (30) days of the date of this Agreement.
2. Contract with Tate Engineering, PC within thirty (30) days of the date of the Agreement for the purposes of:
 - a. the preparation of appropriate engineering data, drawings and information to upgrade the existing Water System, including the installation of a reservoir that meets the design standard of appropriate governmental

- 85 agencies; and
- 86 b. upgrading the existing pumps and/or telemetry, to satisfy the following
- 87 criteria:
- 88 i. pumping capacity to maintain fire flow of one thousand (1000)
- 89 gallons per minute for a time period of at least two hours; and
- 90 ii. installation of appropriate back up power generator to service
- 91 pumps during power outage.

92 Said engineering to provide for the construction of the new improvement to the Water System to

93 meet all current governmental requirements.

94 3. Construct the Water System pursuant to the engineering plans, designs, and

95 drawings of the licensed professional engineer of the State of Idaho at its sole cost and expense

96 to update the Water System to meet the specifications herein.

97 4. Complete the construction/reconstruction of the Water System in accordance with

98 the terms and conditions set forth herein at the sole cost and expense of EBORALL.

99 II.

100 DUTIES AND RESPONSIBILITIES OF LPHOA

101 For and in consideration of the terms, conditions, covenants and benefits derived by each

102 of the parties, one to the other, LPHOA shall:

103 1. Release EBORALL from all Hook-up Fees associated with additional structures

104 constructed or to be constructed by EBORALL within the Project.

105 2. Support and not oppose the additional Build Out of the Project by EBORALL,

106 provided, however, such Build Out must be in compliance with state and local law and the

107 existing Declaration, Articles of Incorporation, and Bylaws of LPHOA.

108 3. Promulgate timely applications/filings/permits to appropriate governmental

109 entities for the reconstruction of the Water System as reasonably necessary to meet the terms and

110 conditions of this Agreement.

111 III.

112 MUTUAL RIGHTS AND RESPONSIBILITIES OF THE PARTIES

113 The parties jointly shall:

1. Cooperate and coordinate with one another in conjunction with any and all applications/filings/permits to the Idaho Department of Water Resources for the purposes of:

- a. transfer and/or change of the Water Rights;
- b. amendment of Water Right to a municipal permit; and
- c. any amendment of the existing Water Right.

2. Maintain communication between the parties to accomplish the purposes, goals, responsibilities, and rights as herein set forth.

IV.

DURATION AND PERFORMANCE

This Agreement shall be affective upon execution, and shall run with the Project, until such time as the Project is Built Out and the Water System is reconstructed in accordance with the terms and conditions set forth by this Agreement.

LPHOA shall not transfer Water System or Water Right until the Project is Built Out without the express written permission of EBORALL.

V.

BINDING EFFECT

This Agreement shall be binding upon the parties, their heirs, executors, administrators and assigns.

VI.

TIME

Time is of the essence of this Agreement.

VII.

JURISDICTION AND VENUE

Jurisdiction for the interpretation of any disputes of this Agreement shall vest with District Court of the First Judicial District of the State of Idaho, in and for the County of Kootenai, and shall be interpreted according to the laws of the State of Idaho.

VIII.

MODIFICATION

This Agreement shall not be modified, except as is agreed to in writing, and executed

143 with the same formality as this Agreement, and attached hereto.

144 IX.

145 CONSULTATION WITH COUNSEL

146 Each of the parties have consulted with counsel of their own choice, and enter into this
147 Agreement with full knowledge of the ramification and effect thereof.

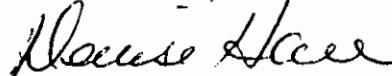
148
149 IN WITNESS WHEREOF the parties have executed this Agreement this 28TH day of
150 AUGUST, 2006.

152 EBORALL REALTY, INC.

153 BY:

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156 ALAN EBORALL, PRESIDENT

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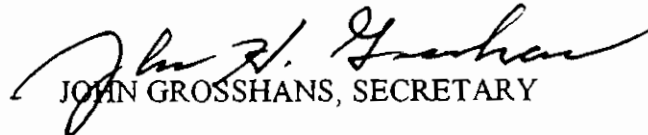
158
159 DENISE HALL, SECRETARY

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161
162 LEISURE PARK HOMEOWNERS
163 ASSOCIATION, INC.

164 BY:

165 

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167 DICK SCHMIDT, PRESIDENT

168 

169
170 JOHN GROSSHANS, SECRETARY
171
172

STATE OF IDAHO

)
) ss.

County of Kootenai

)

On this 24th day of August, 2006, before me, the undersigned Notary Public in and for said state, personally appeared ALAN EBORALL, known or identified to me to be the President of EBORALL REALTY, INC., and known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



A handwritten signature of Charles M. Dobson in black ink.

NOTARY PUBLIC FOR:
RESIDING AT: Coeur d'Alene
MY COMMISSION EXPIRES: 2/20/10

STATE OF IDAHO

)
) ss.

County of Kootenai

)

On this 25th day of August, 2006, before me, the undersigned Notary Public in and for said state, personally appeared DENISE HALL, known or identified to me to be the Secretary of EBORALL REALTY, INC., and known or identified to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



A handwritten signature of Charles M. Dobson in black ink.

NOTARY PUBLIC FOR:
RESIDING AT: Coeur d'Alene
MY COMMISSION EXPIRES: 2/20/10

212 STATE OF IDAHO)

213) ss.
214 County of Kootenai)
215

216 On this 24th day of August, 2006, before me, the undersigned Notary
217 Public in and for said state, personally appeared DICK SCHMIDT, known or identified to me to
218 be the President of LEISURE PARK HOMEOWNERS ASSOCIATION, INC., and known or
219 identified to me to be the person whose name is subscribed to the foregoing instrument, and
220 acknowledged to me that he executed the same.
221

222 IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first
223 above written



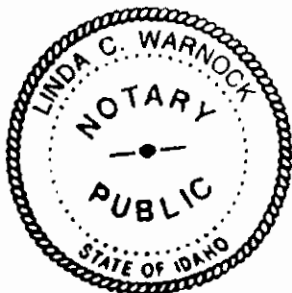
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225
226
227
228 NOTARY PUBLIC FOR:
229 RESIDING AT: Coeur d'Alene
230 MY COMMISSION EXPIRES: 2/20/10
231

232 STATE OF IDAHO)

233) ss.
234 County of Kootenai)
235

236 On this 28 day of August, 2006, before me, the undersigned Notary
237 Public in and for said state, personally appeared JOHN GROSSHANS, known or identified to
238 me to be the Secretary of LEISURE PARK HOMEOWNERS ASSOCIATION, INC., and
239 known or identified to me to be the person whose name is subscribed to the foregoing
240 instrument, and acknowledged to me that he/she executed the same.
241

242 IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first
243 above written.
244



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Linda C. Warnock
NOTARY PUBLIC FOR: Idaho
RESIDING AT: Priest River
MY COMMISSION EXPIRES: 5-17-12

PETER

Client: Al Eborall
Description: Leisure Park Properties
Date: August 21, 2006

A tract of land being a portion of the Southwest $\frac{1}{4}$ of Section 23, Township 51 North, Range 4 West, Boise Meridian, City of Hayden, Kootenai County, Idaho, described as follows:

Commencing at a found Brass Cap monumenting the Southeast Corner of the North $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of said Section 23 (from which the South $\frac{1}{4}$ Corner of said Section 23 bears South $01^{\circ}12'22''$ West a distance of 1,334.73 feet), said point also being the Southeast Corner of Lot 8, Block 2 of Leisure Park Ninth Addition (recorded in Book J of Plats at Page 168, records of Kootenai County, Idaho) and the REAL POINT OF BEGINNING;

thence along the southerly line of said Block 2 of Leisure Park Ninth Addition the following courses and distances:

North $89^{\circ}05'38''$ West a distance of 844.75 feet;

thence North $00^{\circ}54'35''$ East a distance of 100.64 feet to a found iron rod;

thence North $89^{\circ}05'38''$ West a distance of 75.00 feet to a found iron rod;

thence South $00^{\circ}54'37''$ West a distance of 100.64 feet;

thence North $89^{\circ}05'38''$ West a distance of 712.55 feet to a point on the easterly boundary of Block 2 of Leisure Village (recorded in Book F of Plats at Page 159, records of Kootenai County, Idaho);

thence leaving said southerly line (Block 2 of Leisure Park Ninth Addition) along the southerly line of Block 2 of said Leisure Village South $89^{\circ}52'32''$ West a distance of 984.46 feet to the Southwest corner of said Block 2 (being on the easterly right-of-way of Ramsey Road);

thence leaving said southerly line along said easterly right-of-way North $00^{\circ}00'48''$ West a distance of 423.27 feet to the southwesterly corner of Block 5 of Leisure Park First Addition (recorded in Book F of Plats at Page 200, records of Kootenai County, Idaho);

thence continuing along said easterly right-of-way North $00^{\circ}00'48''$ West a distance of 860.15 feet to the Northwest Corner of said Block 5 of Leisure Park First Addition, said point also being the intersection of said easterly right-of-way with the southerly right-of-way of Honeysuckle Avenue;

thence leaving said easterly right-of-way along said southerly right-of-way the following courses and distances:

North $89^{\circ}36'28''$ East a distance of 211.20 feet to the Northwest Corner of Block 6 of Leisure Park Second Addition (recorded in Book F of Plats at Page 340, records of Kootenai County, Idaho);

thence North $89^{\circ}36'28''$ East a distance of 563.63 feet to the Northwest Corner of Block 6 of Leisure Park Third Addition (recorded in Book G of Plats at Page 2, records of Kootenai County, Idaho);

thence North $89^{\circ}36'28''$ East a distance of 610.00 feet to the Northwest Corner of Block 6 of Leisure Park Third Addition Phase Two (recorded in Book G of Plats at Page 176, records of Kootenai County, Idaho);

thence North $89^{\circ}36'28''$ East a distance of 810.00 feet to the Northwest Corner of Lot 3, Block 1 of Leisure Park Fifth Addition (recorded in Book I of Plats at Page 71, records of Kootenai County, Idaho);

thence North 89°36'28" East (South 89°22'05" East, record) a distance of 426.22 feet to the Northeast Corner of said Lot 3, Block 1, said point also being a point on the Center of Section line of said Section 23;
thence leaving said southerly right-of-way along said Center of Section line South 01°12'22" a distance of 360.02 feet (South 01°12'23" West, 359.67' record) to the Northeast Corner of Lot 8 of said Block 2 of said Leisure Park Ninth Addition;
thence continuing along said Center of Section line South 01°12'22" West a distance of 640.03 feet to the Northeast Corner of Tax No. 20717, described in Warranty Deed recorded as Instrument No. 1954428 (records of Kootenai County, Idaho);
thence leaving said Center of Section line along the boundary of said Tax No. 20717 the following courses and distances:
South 89°19'37" East a distance of 164.32 feet;
thence southeasterly 110.60 feet along the arc of a circular curve concave to the Southwest, said curve having a radius of 70.00 feet, a central angle of 90°31'34", and a long chord which bears South 44°03'50" East a chord distance of 99.45 feet;
thence South 01°11'57" West a distance of 234.34 feet;
thence South 89°20'04" West a distance of 235.05 feet to the REAL POINT OF BEGINNING.

Comprising 79.18 acres, more or less, being subject to all existing easements and rights of way of record or appearing on said tract.

EXHIBIT 1

State of Idaho
Department of Water Resources
Water Right License

WATER RIGHT NO. 95-08763

Northern
RECEIVED

OCT 1-3 1988

**NORTHERN REGION
ADWVR**

Priority: August 20, 1992

Maximum Diversion Rate:

1.67 CFS

Maximum Diversion Volume:

273.0 AF

This is to certify, that ALAN EBORALL
DBA LEISURE PARK

1480 LEISURE DR
HAYDEN ID 83835

has complied with the terms and conditions of the permit, issued pursuant to Application for Permit dated July 2, 1992; and has submitted Proof of Beneficial Use on November 19, 1996. An examination indicates that the works have a diversion capacity of 1.670 cfs of water from a GROUNDWATER source, and a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 11/15	0.56 CFS	117.0 AF
DOMESTIC	01/01 to 12/31	0.56 CFS	156.0 AF
FIRE PROTECTION	01/01 to 12/31	1.11 CFS	
	Totals	1.67 CFS	273.0 AF

LOCATION OF POINT(S) OF DIVERSION:

NESW , Sec. 23, Township 51N, Range 04W
KOOTENAI County

PLACE OF USE: IRRIGATION

<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	<u>ACRES</u>	<u>ACRES</u>	<u>ACRES</u>	<u>TOTAL</u>
51N	04W	23	NESW 14	NWSW 25		39

Total number of acres irrigated: 39

PLACE OF USE:

DOMESTIC, same as IRRIGATION use

PLACE OF USE:

FIRE PROTECTION, same as IRRIGATION use

CONDITIONS OF APPROVAL AND REMARKS

1. The maximum diversion volume is defined as the maximum allowable volume of water that may be diverted annually from the source under this right. The use of water confirmed by this right is limited to the amount that can actually be beneficially used. The maximum diversion volume may be adjusted to more accurately describe the beneficial use or to implement accepted standards of diversion and use efficiency.
2. This water right is appurtenant to the described place of use.
3. This right is subject to all prior water rights and may be forfeited by five years of non-use.
4. Modifications to or variance from this license shall be made within the limits of Section 42-227, Idaho Code, or the applicable Idaho law.

EXHIBIT 2

95-08763

State of Idaho
Department of Water Resources

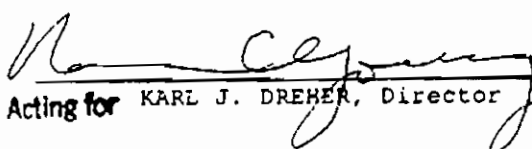
Water Right License

WATER RIGHT NO. 95-08763

CONDITIONS OF APPROVAL AND REMARKS

5. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.0 afa per acre at the field headgate for irrigation of the lands above.
6. Water shall not be diverted for fire protection use under this right except to fight or repel an existing fire.
7. Two points of diversion are located within NESW, S23, T51N, R4W.
8. Domestic use is for 260 homes and does not include lawn, garden, landscape, or other types of irrigation.
9. Place of use is located within Lots 1-26, Blk. 1; Lots 1-18, Blk. 2; Lots 1-7, Blk. 3; Lots 1-14, Blk. 4; Lots 1-2, Blk. 5; Lots 1-34, Blk. 6; Lots 2-34, Blk. 7; Lots 1-23, Blk. 8; Lots 1-2, Blk. 9; Lots 1-2, Blk. 10; Lots 1-3, Blk. 11; Leisure Park.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 6TH day of OCTOBER, 1998.


Acting for KARL J. DREHER, Director