

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 1026

This is to certify that:

RIVERSTONE MASTER ASSOC
1579 W RIVERSTONE DR STE 102
COEUR D ALENE, ID 83814

RECEIVED

AUG 31 2026

Department of Water Resources

filed an application to rent water from the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board"), being authorized to operate a Bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director, Department") for rental of water from the Bank, agrees to rent water as follows:

Summary of Water Rights or Portions Rented from the Bank

Water Right No.	Priority Date	Source	Diversion Rate (CFS)	Diversion Volume (AF)	Acres (AC)	Rate Per Acre (CFS/AC)	Volume Per Acre (AF/AC)
95-17381	4/1/1971	SPOKANE RIVER	1.68	162.0	N/A	N/A	N/A
95-4507B	3/15/1954	SPOKANE RIVER	0.43	44.0	22.0	0.02	2.0
95-7090	1/12/1970	SPOKANE RIVER	1.68	162.0	N/A	N/A	N/A
Combined Rental Totals			3.79	206.0	22.0	0.172	9.4

Term of Rental: This rental agreement shall take effect when all parties have signed it and shall continue in effect until December 31, 2030. Use of rental water shall be authorized as of either the date this rental agreement takes effect or the first day of the rental season of use, in 2026, whichever occurs last.

Annual Rental Fee:

2026 - 2030: \$679.80 annually

The full fee for the rental of the above-described right(s) is \$679.80 per year for years 2026 - 2030. The rental fee includes an administrative fee of \$679.80 per year for years 2026 - 2030. Note that the renter is obligated to pay only the administrative fees associated with the water right(s): 95-4507 B, 95-7090, 95-17381.

An annual payment shall be received by the Department on or before December 31 each year preceding the use of the rented water rights. The agreement will be void if payment is not received by the due date in a given year. Rental fees are non-refundable. To voluntarily terminate the agreement early, notify the Department in writing prior to the rental fee due date.

Total Water Use Authorized Under Rental Agreement

Beneficial Use	Diversion Rate (CFS)	Diversion Volume (AF)
AESTHETIC STORAGE		66.0
RECREATION STORAGE		66.0
DIVERSION TO STORAGE	1.68	
Combined Total	1.68	66.0

*** The authorized water usage reflects a reduction from the water right elements rented, to account for Change in Nature of Use to Aesthetic Storage and Recreation Storage.**

Detailed water right conditions are attached.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 1026

The undersigned renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described in this agreement:

Casey T. Brazil
Signature of Renter

8/19/2026
Date

Casey T. Brazil
Printed Name

President
Title

*Title required if signing on behalf of a company or organization or with power of attorney

Having determined that this agreement satisfied the provisions of Idaho Code § 42-1763 and IDAPA 37.02.03.030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and condition herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board.

By Brian Patton
BRIAN PATTON, Executive Manager
Idaho Water Resource Board

Date 9/1/26

Rental approved by IDWR HP

Date 9/1/26

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

WATER SUPPLY BANK RENTAL AGREEMENT No. 1026

WATER USE DETAILS

LOCATION OF POINT(S) OF DIVERSION

SPOKANE RIVER NESE Sec. 10, Twp 50N, Rge 04W, KOOTENAI County

BENEFICIAL USE

AESTHETIC STORAGE
RECREATION STORAGE
DIVERSION TO STORAGE

DIVERSION RATE

1.68 CFS

VOLUME

66.0 AF
66.0 AF

SEASON OF USE

Beneficial Use

	From	To
AESTHETIC STORAGE	01/01	12/31
RECREATION STORAGE	01/01	01/01
DIVERSION TO STORAGE	04/01	12/01

RENTERS PLACE OF USE: RECREATION STORAGE

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
50n	04w	10			X L3	X													X

RENTERS PLACE OF USE: AESTHETIC STORAGE

Twp	Rng	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
50n	04w	10			X L3	X													X

Total Acres: 0.0

RENTAL AGREEMENT CONDITIONS OF ACCEPTANCE

1. The use of water under this agreement shall be subject to the provisions of Idaho Code § 42-1766.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use, and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. Use of water under this agreement shall not prejudice any action of the Department in its consideration of an application for transfer or permit filed by the applicant for this same use.
5. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.
6. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
7. Renter acknowledges and agrees that the Director may terminate authorization for the use of a water right based on a water right's priority date.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

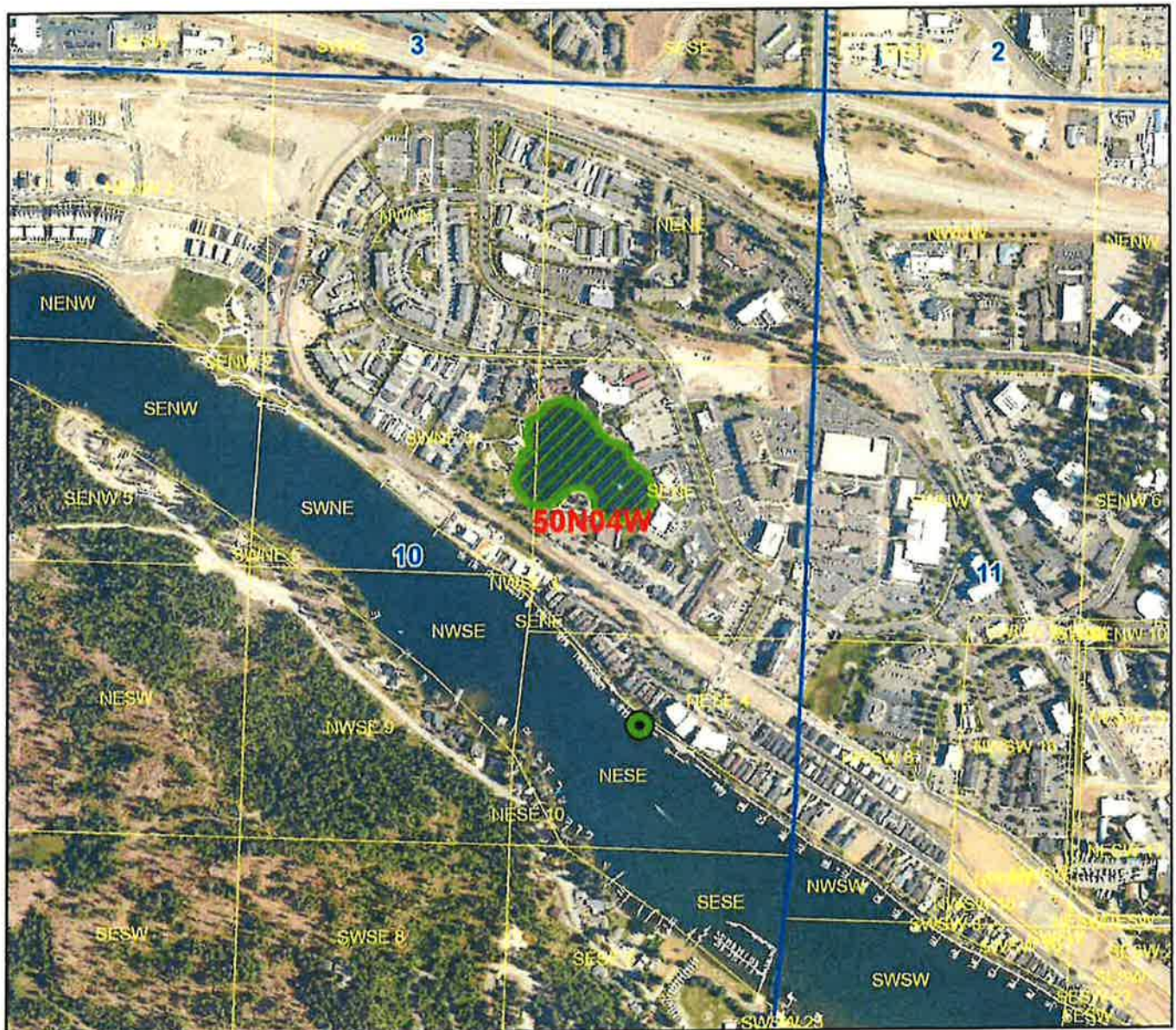
WATER SUPPLY BANK RENTAL AGREEMENT No. 1026

8. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.
9. This rental agreement authorizes a total annual storage volume of 66.0 acre-feet to be used for the initial filling or carryover storage of the pond.
10. The pond established by the storage of water under this right shall not exceed a total capacity of 66.0 acre-feet or a total surface area of 5.5 acres.

Water Supply Bank Rental Agreement No. 1026

Effective until December 31, 2030

This map depicts the rental place of use pursuant to the rental agreement and is attached to the agreement solely for illustrative purposes.



Legend

-  Water Supply Bank Rental Point of Diversion
 Water Supply Bank Rental Place of Use
 Township/Range
 Sections
 QQ



0 250 500 1,000 1,500 2,000 Feet

STATE OF IDAHO
WATER RESOURCE BOARD

Print Form

RECEIVED

NOV 28 2025

DEPARTMENT OF
WATER RESOURCES

APPLICATION TO RENT WATER
FROM THE BOARD'S WATER SUPPLY BANK

Riverstone Master Association Inc.

Is this application being submitted with a lease application as a lease/rental package?

Yes ☒ No ☐

If yes, specify companion water rights in Section 4

This application must be completed according to the minimum requirement checklist below and printed single sided. This checklist is part of the rental application and must be included with the rental application. **Applications that do not meet the minimum requirements will not be placed in the processing queue and may be returned until all minimum requirements have been met.**

There is no filing fee for submitting a rental application. The annual rental fee due will be calculated based on the volume of water required under an approved rental agreement. **Timing:** Rental application processing is prioritized between November through March. Any rental application received on or before November 1 for use in the next year will be assigned a received date of November 1. Rental applications may be returned to applicants if the desired start date for the use of rental water cannot be accommodated by the Water Supply Bank. Rental requests cannot provide retroactive approval, and applications will not be accepted once the rental season of use period has concluded. Rental applications submitted more than one year in advance of the proposed start date for the use of rental water will not be accepted and will be returned to applicant.

One rental application per beneficial use of water. For multiple beneficial uses of water, separate rental requests should be submitted for each unique beneficial use of water. One rental application can be submitted if you propose to rent water from multiple sources.

For additional instructions on completing a rental application, visit <https://idwr.idaho.gov/iwrb/programs/water-supply-bank/resources/>

MINIMUM REQUIREMENT CHECKLIST

Check All Items as Either Attached (Yes) or Not Applicable (N/A)

Yes

☒

Completed *Application to Rent Water from the Board's Water Supply Bank*

☒

Confirmation that this form has been printed single sided, per requirement of the Water Supply Bank

Attachment N/A Yes

1B

☐

Yes

Authorization to represent the applicant, or sign on behalf of the company

2

☒

A map showing the proposed point(s) of diversion, place(s) of use, and water diversion and distribution systems proposed to be used with your rental request.

3A

☐

Yes

Detailed information on proposed use of rental water

3F

☒

No

Authorization from the owner/operator of the rental point(s) of diversion

3H

☒

No

Water modeling to analyze impacts of the rental request

3J

☒

No

Documents justifying a rate of flow greater than 0.02 cfs/acre

3K

☐

Yes

Authorization from the owner/operator of the property at the proposed rental place(s) of use

4B

☐

Yes

Explanation of how the rental water will sufficiently accomplish your rental purposes

4C

☐

Yes

Explanation of consumptive use amounts for water rights experiencing a change in nature of use

Department Use Only – Proposed Water Right(s)

3366

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

1. CONTACT INFORMATION

A. Applicant Riverstone Master Association Inc.

Mailing Address 1579 w. Riverstone Dr., Ste.102 Coeur d'Alene ID 83814
Street City State Zip Code

Email Address Cheryl.Klein@kiemlehagood.com Phone Number 208-770-2590

B. Is this application being completed or signed by an authorized representative on behalf of the applicant? Yes ☒ No ☐
If yes, representatives (includes company employees, as well as legal counsel or consultants) should provide their information below and include their authority to represent and/or sign the application on behalf of the applicant. Label **Attachment 1B**.

Representative Chris M. Bromley Professional Title Attorney

Organization McHugh Bromley, PLLC Relationship to Applicant Attorney

Mailing Address PO Box 107, Boise, ID 83701

Email Address cbromley@mchughbromley.com Phone Number 208-287-0991

2. MAP

Attach a map. Create a map of the proposed point(s) of diversion, place(s) of use and water diversion, delivery and distribution systems. The map must include the rental place of use outlined and annotated with legal land descriptions (Township, Range, Section and Quarter- Quarters) or with GPS coordinates. For irrigation purposes, mark the number of acres to irrigate **per 40-acre tract** (1/4-1/4). Attach the map to this application and label it **Attachment 2**.

3. DESCRIPTION OF PROPOSED USE FOR RENTAL WATER

A. Describe why you desire to rent water and provide a detailed description of your proposed use. If the proposed use is not for irrigation, describe in detail how you determined the amount of rental water required. If the space below is insufficient, attach additional sheets as required and label them **Attachment 3A**:

The pond is on property owned by the City and filled with water rights owned by Riverstone. The original pond on the Riverstone property was in a slightly different location, just to the west of the currently located pond. This rental is needed to fill the pond in its present location for aesthetic, recreation, and wildlife purposes of use.

B. Enter the desired and/or minimum rates of flow, volume, or irrigable acres requested for your rental purposes:

Desired Rate (Cubic Feet/Second)	Desired Volume (Acre-Foot)	Minimum Rate* (Cubic Feet/Second)	Minimum Volume* (Acre-Foot)	Desired Acres (if applicable)
1.68 CFS	66 AF	1.68 CFS	66 AF	n/a AC

* Sometimes water rights provide an exceptionally low rate per acre and/or low volume per acre. This section is meant to establish an acceptable range of water sufficient for your proposed water use. Please see question 4B and complete if necessary.

C. **This section must be completed in full.** The desired start date must be later than the date received by the Department. The latest possible start is the latest possible date you could begin diverting water to put the rental to beneficial use in the desired start year. **Rentals are not retroactive and are not approved until the annual rental fee payment is received for the year of beneficial use and an approval document is executed by the Department.**

Desired Start Date (month/day/year)	**Latest Possible Start Date (month/day/year)	*Mark Desired Rental Duration (Calendar Years)					**Applicant's preference if rental application cannot be processed prior to the latest possible start?	
1/1/2026	1/1/2026	☐ 1	☐ 2	☐ 3	☐ 4	☒ 5	☒ Process application as soon as possible. I understand the rental fee is annual and is not calculated on a pro rata basis.	☐ Return application to applicant
		Other Term Length (# of years): Prior IWRB approval required						

* The number of years permissible for a rental is subject to the lease contract duration for the water right(s) being rented.

** Per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right. Water Supply Bank rental applicants are not authorized to utilize rental water prior to the execution of an approved rental agreement. Rental requests may be returned to applicants if no water is available from the Bank to fulfill a rental request.

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

- D. Describe your water distribution system and how rental water will be delivered from the point(s) of diversion (POD) to the proposed place of use (POU):

Diversion at the Spokane River to the pond through a pipe.

- E. **Point(s) of diversion.** Locate the point of diversion within each 40-acre tract and/or the U.S. Government Lot of the Public Land Survey System. Spring sources should be described to the nearest 10-acre tract. Identify the county where the point of diversion is located. An existing well must be identified for a request to rent ground water under a short-term rental.

TWP	RGE	SEC	GOVT LOT	¼	¼	¼	County	Source	Local name or tag #
50N	04W	10	4	NE	SE		Kootenai	Spokane River	

- F. If the POD(s) above are located where water is turned into a canal, lateral or ditch, or if they are located on your property but are serviced by water that is delivered via a canal, lateral or ditch, your rental request must include documented authorization from all relevant canal companies, irrigation districts and/or water delivery entities, confirming that they consent to your diversion of water from their system.

Has documented consent from all relevant water delivery entities been obtained?

Yes ☐ N/A ☒

If yes, include documented consent as **Attachment 3F**.

- G. Do any POD(s) identified in Question 3E divert from a water source that may require water modeling?

Yes ☐ No ☒

Refer to the Water Modeling Requirements Information Sheet to determine if a rental POD may require water modeling.

- H. Has water modeling been provided with your rental request?

Yes ☐ N/A ☒

If yes, label modeling Attachment 3 H.

Rental applications that require modeling will be returned if modeling is not provided.

- I. Specify the desired beneficial use of water and the requested season of use or number of acres required:

- ☐ Irrigation _____ (number of acres) Duration: Subject to IDWR standard seasons of use
- ☐ Commercial from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Stockwater from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Industrial from: _____ (mm/dd) to: _____ (mm/dd)
- ☐ Other: Aesthetic, Recreation, Wildlife from: 1/1 (mm/dd) to: 12/31 (mm/dd)

- J. For irrigation uses, do you propose to divert water at a rate greater than 0.02 cfs/acre?

N/A ☒ Yes ☐ No ☐

If yes, justify the rate of flow and attach any supporting documents as **Attachment 3J**. Justification may include information on soil composition, conveyance losses, crop type, irrigation systems, public access areas, etc. A rate of 0.03 cfs/acre is permissible for irrigation of 5 acres or less.

- K. Do you own the land at the proposed rental place of use (POU)?

Yes ☐ No ☒

If no, attach documentation from the POU owner/operator confirming your authorization to use the POU and label it **Attachment 3K**.

- L. List all other water rights and sources of water at the rental place of use for the same purpose, including privately owned water rights and water received from a municipal supplier, an irrigation district, a canal company or any other water delivery entity. Explain why additional water is required: Attach a separate page if space is insufficient and label it **Attachment 3L**.

None

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

4. RENTAL REQUESTS FOR SPECIFIC WATER RIGHTS

A. Are you requesting to rent specific water rights?

Yes ☒ No ☐

If yes, specify below the elements of the water rights you are requesting to rent. *Rental applications that require modeling must also complete the table below for the specific water rights to be rented. If no, continue to Question 4B.*

Important Information: Diversion rates and volumes sought for rent must be proportionate to the per acre diversion rates and per acre volume limits of the water right under lease contract to the Water Supply Bank. For leased rights featuring combined limits, rentals must be consistent with combined diversion rate, volume or acre limits. Combined limits should be listed on a row below water right numbers. Include any additional water required to meet area headgate requirements, minimum flow rates when combined with existing water rights at the rental location, or mitigation requirements because of ESPA Modeling Analysis results. Prior to completing this section, applicants should review all water right lease contracts and any active rental agreements to determine which elements of a water right are available to satisfy a rental request. Active leases and rentals are searchable via the Lease and Rental Map Search tool. Water rights identified below must either already be leased to the Bank or a lease proposal should accompany this rental request. **Rental requests for water rights not yet leased to the Bank will be returned if companion lease applications are not provided with the rental request.**

Water Right Elements Leased to Water Supply Bank					Leased totals, minus water right elements involved in active rental agreements, equals water right elements available for rent	Water Supply Bank Rental Request		
Water Right Number (leave blank if sub-total of combined limits)	Nature of Use	Diversion Rate (CFS)	Volume (AF)	Acres (AC)		Diversion Rate (CFS)	Volume (AF)	Acres (AC)
95-4507B	Irrigation	0.43		22		0.43	66	
95-17381	Ind Storage	1.68	162			1.68	66	
95-7090	Industrial	1.68	162			1.68	66	
Applicants must ensure the requested rate per acre and volume per acre do not exceed the rate per acre and volume per acre limits of water rights leased to the Water Supply Bank					TOTAL	1.68 CFS	66 AF	n/a AC

**Attach multiple copies of this page if space above is insufficient to list all water rights requested to be rented on this application.*

B. If water right conditions, combined limits, or the sum of all water right elements being requested provide an unconventional duty of water (e.g., an unusually low rate per acre or volume per acre for irrigation use), explain how your proposed rental will sufficiently accomplish your intended purposes. Attach a separate page if space is insufficient and label it **Attachment 4B:**

C. Does your rental request propose to change the nature of use for any water right(s) requested above?

Yes ☒ No ☐

If yes, explain how the water right(s) will be converted to new uses. Include the historic, consumptive use amounts for the water right being rented if you have it, as well as the new consumptive use amount for your proposed beneficial use. If space below is insufficient, attach a separate page and label it **Attachment 4C:**

The volume of the pond is approximately 66 acre-feet, used for aesthetic, recreation and wildlife purposes of use, on city-owned property. See Agreement between Applicant and the City of Coeur d'Alene, Attachment 3K.

STATE OF IDAHO
WATER RESOURCE BOARD

Application to Rent Water (Continued)

5. ADDITIONAL INFORMATION

- A. Is this the first time that rental water is being requested for this purpose at the rental place of use? Yes ☒ No ☐
If no, list previous rental requests/agreements and explain why you have not secured a permanent water right for your needs:

- B. Have you or do you intend to submit an application for permit or transfer proposing a similar use as this rental? Yes ☐ No ☒
If yes, describe:

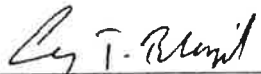
- C. Was this rental application submitted in response to a Notice of Violation (NOV) or a pending NOV? Yes ☐ No ☒
If yes, describe the date and location of the NOV.

D. Additional Information

The pond was decreed by the CSRBA court in a slightly different location, just to the west, than the current pond is located, for a different purpose of use, and a different point of diversion. The rental is intended to reflect the current use of water. A transfer may later be filed to address the permanent use of water.

DECLARATION

I hereby assert that the information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval. I understand that if this rental application is approved, it will be subject to the provisions of Section 42-1766, Idaho Code and all applicable state and federal laws. I understand that the submission of a rental application provides no guarantee for approval of a rental agreement. I also understand that, per Idaho Code 42-201, it is unlawful to divert or use water without a valid water right and that I am not authorized to utilize water as proposed in this application prior to the execution of an approved rental agreement.


Signature of Applicant

Casey Brazil, President
Printed Name of Applicant

11-19-25
Date


Signature of Representative

Chris M. Bromley, McHugh Bromley PLLC
Printed Name of Representative

11/20/2025
Date

Print Form

Mail to:

Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

Electronic Filing:

file@idwr.idaho.gov
cc bank@idwr.idaho.gov

Attachment 2



● POD

POU

ATTACHMENT 3K

See attached

*Second Amended and Restated Pond Operation, Maintenance and Easement Agreement with
Covenants, Conditions and Restrictions*

Attachment 3K

After recording, return to:

James S. Black
LUKINS & ANNIS, P.S.
717 W. Sprague Ave., Suite 1600
Spokane, WA 99201

CLIFFORD T. HAYES 25P 2328893000
KOOTENAI COUNTY RECORDER Page 1 of 25
HBH Date 09/28/2011 Time 11:20:19
REQ OF CITY OF CDA
RECORDING FEES: \$0.00

2328893000 SC

Abbr. Legal: Lots 4-11, 13, B1, Riverstone West 1st Addn
Parcel Nos.: CJ488001004, CJ488001005, CJ488001006, CJ488001007, CJ488001008,
CJ488001009, CJ488001010, CJ488001010, CJ488001011, CJ488001013

SECOND AMENDED AND RESTATED POND OPERATION, MAINTENANCE AND EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDED AND RESTATED POND OPERATION, MAINTENANCE AND EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS ("Agreement"), is made this 29th day of July, 2011, by and among the City of Coeur d'Alene, a municipal corporation organized pursuant to the laws of the state of Idaho (hereinafter referred to as the "City") with its address at 710 Mullan Avenue, Coeur d'Alene, Idaho 83814, **Riverstone Master Association, Inc.**, with its address at c/o SRM Development, LLC, 111 N. Post, Suite 200, Washington 99201 (hereinafter referred to as the "Owner's Association"), **James Tidyman and Maryann Tidyman**, husband and wife (collectively "Tidyman"), **SRMBR, LLC**, a Washington limited liability company ("SRMBR"), **Riverstone West, LLC**, a Washington limited liability company ("RW"), **Heritage Investment Holdings, LLC**, an Idaho limited liability company ("HIH"), **Glacier 1940 Riverstone, LLC**, an Idaho limited liability company ("Glacier"), **Numerica Credit Union ("NCU")** and **Washington Trust Bank ("WTB")**. Tidyman, SRMBR, RW, HIH and Glacier are hereinafter sometimes referred to as "Lot Owners." NCU and WTB are hereinafter sometimes referred to as "Lienholders."

WITNESSETH:

WHEREAS, the City has previously entered into that certain Pond Operation, Maintenance and Easement Agreement, dated June 1, 2007 ("Original Agreement") with RW as "Developer," which Original Agreement was restated and terminated as to Developer by that certain Restated Pond Operation, Maintenance and Easement Agreement, dated September 10, 2010, and making the Owner's Association a party thereto ("Restated Agreement"); and

WHEREAS, the parties hereto desire to enter into this Agreement which supersedes and replaces in its entirety the Original Agreement and Restated Agreement; and

WHEREAS, the City owns certain real property consisting of a pond which was constructed for aesthetic, limited recreational and irrigation purposes for the benefit of the Lot Owners and general public (hereinafter the "Pond Lot") and which is legally described on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the City and Owner's Association desire to set forth their respective obligations for operation and maintenance of the Pond Lot; and

WHEREAS, the Lot Owners own various lots surrounding the Pond Lot, legally described on Exhibit B attached hereto (individually "Lot" and collectively "Lots"), and

WHEREAS, the Lot Owners desire to (i) set forth their obligations as to the temporary 12' foot strip of landscaped area located within each Lot Owner's Lot immediately outside and adjacent to the asphalt trail surrounding the Pond (defined below) (the "12' Landscape Strip") which asphalt trail ("Asphalt Trail") is shown on the survey attached hereto as Exhibit C and incorporated herein by reference; (ii) grant various easements to the City, Owner's Association and the Lot Owners over and across the Lots, the 12' Landscape Strip and portions of the Asphalt Trail for operation and maintenance purposes, and (iii) grant an easement to the City, the Lot Owners, and all general public and business invitees who validly access the Asphalt Trail through the City park adjacent to and abutting the Pond Lot ("Park") and appropriate ingress and egress points as to each Lot (collectively "General Public"); and

WHEREAS, the Lot Owners desire to consent to certain covenants, conditions and restrictions, all as set forth herein; and

WHEREAS, the Lienholders, by their signature hereto, consent to the terms and conditions of this Agreement; and

WHEREAS, the City and the Owner's Association and its successors and assigns, agree that the health, safety, and welfare of the residents of City require that the Pond be maintained in a safe and healthful manner;

NOW, THEREFORE, for and in consideration of the foregoing recitals and the covenants and conditions hereinafter set forth, the parties hereto agree as follows:

ARTICLE I. RELEASE OF RW AND TERM

1.1 Release of RW/Termination. The City hereby releases RW from any and all obligations and/or liability under the Original Agreement. The Original Agreement and Restated Agreement are hereby superseded by this Agreement and deemed terminated, and of no further force and effect.

1.2 Description of Pond. The pond is approximately 6.13 acres and located on the Pond Lot. The pond is approximately 25 feet deep and used solely for aesthetic, limited recreational activities and as a reservoir for irrigation water (hereinafter the "Pond").

1.3 Transfer Restriction. The City reserves the right to approve any assignee of the Owner's Association or the Owner's Association successors and assigns, said approval to not be unreasonably withheld.

1.4 Term of this Agreement. This Agreement between the parties hereto shall continue until the (i) termination hereof by mutual written agreement of the parties hereto, upon which the parties will record a termination of this Restated Agreement with the Kootenai County Recorder, or (ii) the Pond is no longer situated on the Pond Lot ("Term").

1.5 Notices to City. Owner's Association agrees to provide to the City the contact information of each of the directors of the Owner's Association upon signing this Agreement, and further agrees to provide the contact information of any new director elected by the Owner's Association, as they are elected, during the Term of this Restated Agreement.

ARTICLE 2.
WATER RIGHTS AND QUALITY

2.1 **Stormwater Runoff into the Pond.** The City will maintain, during the Term, the Asphalt Trail surrounding the Pond and the landscape between the Asphalt Trail and the Pond, so there will be no run-off of storm water into the Pond. Each Lot Owner specifically agrees to be responsible for and take necessary steps to retain any storm water on their respective Lots.

2.2 **Water Quality Testing.** Owner's Association will test the Pond water quality three (3) times annually during the Term with at least one (1) test occurring during mid-May, mid-August and mid-October. All test results shall be immediately submitted to the City. The Owner's Association will ensure that the water quality in the Pond meets or exceeds the Spokane River Source. During the Term, the water quality standard will be measured by use of a Secchi Disk, which must be visible to at least three (3) meters below the water surface. If any test result shows that the water quality in the Pond has fallen below the foregoing standard, Owner's Association will immediately take all necessary steps to bring the water quality back into compliance with the above standards and retest the water.

2.3 **Spokane River Water Quality.** Owner's Association will operate the Pond in a manner that ensures that there will be no discharge of Pond water into the Spokane River.

2.4 **Water Rights.** Owner's Association shall be solely responsible for acquiring and maintaining water rights during the Term, sufficient water rights to fill and operate the Pond for the uses contemplated in this Agreement, including irrigating the Pond Lot and surrounding areas. Owner's Association has applied to retain said water rights to the Idaho Department of Water Resources which is in the process of adjudication. City, at Owner's Association's request, will cooperate with Owner's Association to secure the water rights. Owner's Association is also responsible for compliance with all requirements of the Idaho Department of Water Resources during the Term.

ARTICLE 3.
POND OPERATION AND MAINTENANCE

3.1 **City Ownership of Pond/Equipment.** City owns the Pond Lot constituting the Pond and those portions of the Asphalt Trail located within the Pond Lot, including all landscape areas between the Asphalt Trail and Pond (the "**City Landscape Areas**"), however the City does not own those landscape areas between the Pond and Asphalt Trail that encroach upon the Lots, but for purposes of this Agreement are included in and shall be a part of the City Landscape Areas, all as shown on **Exhibit C** attached hereto. City also owns the entire sprinkler system from the output valve of the irrigation pump (that exclusively serves the sprinkler system) on, including but not limited to all sprinkler lines/piping, valves, fittings, timers, and heads (collectively "**City Equipment**") and used by the City to irrigate the City Landscape Areas, the 12' Landscape Strip (subject to Section 3.4), and the adjacent Park, also owned by the City. Those portions of the Asphalt Trail which encroach upon the Lots as depicted on **Exhibit C** are hereinafter referred to as "**Hardscape Encroachments.**"

3.2 **Ownership of Pond Equipment.** Owner's Association owns the liner, aeration and circulation system which are associated with and which serve the Pond. The aeration and circulation system includes (i) the entire pumping and piping system which draws water from the Spokane River to feed the pond, (ii) the entire aeration pump and piping system which delivers air to aerate the Pond and (iii) the fountains (floating fountain and the basalt spire fountains) and the stream located in part on Lot 7, Block 1 Riverstone West 1st Addition, and all mechanical apparatus and equipment associated

therewith including but not limited to the pumps, filters, piping and electrical equipment necessary for the operation of the Pond's aeration and circulation system. The pond liner, together with the equipment described in subparagraphs (i) and (ii) above, shall be collectively referred to as the "Pond Equipment." In addition, the Owner's Association owns the irrigation pump system, which consists of the piping, filters, pump and electrical equipment that deliver water from the Pond to the City's Equipment (collectively the "Irrigation Pump")

3.3 Maintenance of Pond Equipment and Irrigation Pump by Owner's Association. During the Term, Owner's Association will be responsible for operating and maintaining the Pond Equipment and Irrigation Pump. Any and all expenses, together with utility costs, that may be necessary to (i) maintain the Pond Equipment and Irrigation Pump in good working order, (ii) replace sand and rock where erosion, gravity or foot traffic has caused the pond liner to be exposed to sunlight within the City Landscape areas; and (iii) maintain the Bollards as noted within Section 5.4, shall be the sole responsibility of Owner's Association during the Term.

3.3.1 Inspection and Repair. The Owner's Association will inspect the Pond, Pond Equipment, Irrigation Pump and Bollards no later than May 15th of each year and submit the inspection report to the City. Owner's Association will begin the repair, replacement or otherwise correct any deficiency noted in the inspection report within thirty (30) days of the inspection, and complete such repair or replacement as soon as reasonable thereafter.

3.3.2 Leak Detection. Any leak in the Pond liner is to be reported to the City by the Owner's Association during the Term immediately upon detection. Owner's Association will ensure that irrigation and evaporation gallonage balance.

3.3.3 Removal of Debris. Owner's Association will timely remove and appropriately dispose of any and all debris or litter that might fall or be thrown into the Pond during the Term. In no event will the Owner's Association allow visible debris or litter to remain in the Pond longer than seventy two (72) hours.

3.4 Maintenance of 12' Landscape Strip. Each Lot Owner shall, upon execution of this Agreement, maintain (but not irrigate) the 12' Landscape Strip located within each Lot Owner's respective Lot, including but not limited to, mowing, weeding, and refuse pick up. Notwithstanding the foregoing, each Lot Owner may modify, re-landscape, redevelop or reduce the 12' Landscape Strip contiguous to the Asphalt Trail upon construction of building improvements, all subject to the set back requirements in Section 5.5.2. The City has and will continue to irrigate the 12' Landscape Strip, however, the City's responsibility to irrigate the 12' Landscape Strip will cease as to each Lot, when a Lot Owner, or future lot owner, pulls a building permit for said Lot. When a building permit is pulled by a Lot Owner, the Lot Owner will be responsible to disconnect the City's irrigation system from that Lot, and the Lot Owner will irrigate the 12' Landscape Strip independent of the City's system.

3.5 Maintenance by City.

3.5.1 City Equipment. The City will be responsible for maintaining the City Equipment throughout the Pond Lot, including all costs of such maintenance.

3.5.2 Asphalt Trail/City Landscape Areas/12' Landscape Strip. The City will maintain the Asphalt Trail (including Hardscape Encroachments) and City Landscape Areas, including, but not limited to, sweeping, snow removal, refuse pickup, asphalt repair and replacement, and all landscape maintenance including mowing, weeding, and irrigation. Notwithstanding the

foregoing, the City will have no expense as to erosion or any other reason which causes the Pond liner to be exposed to sunlight, which is an expense of the Owner's Association as provided within Section 3.3.

3.6 Pond Fountain Operation. The Pond has been designed to contain fountains, stream and aerators that are critical to the aeration of the water and maintenance of water quality in the Pond, which can be affected by warm temperatures. As such, during the Term Owner's Association must begin operating the fountains between April 1 and May 1 of each year as determined by the City based on the climate. Weather permitting, Owner's Association must continue to operate the fountains until October 31 of each year unless the parties mutually agree to an earlier date for shutting down the fountains. During the operational season, the fountains must be in operation each day between the hours of 11:00 am and 10:00 pm, weather permitting (high winds will automatically shut off the fountains).

3.7 Lot 7 Stream Bed Ownership and Maintenance. A stream outlet runs northeasterly from the Pond onto adjacent Lot 7 as shown on Exhibit C ("Lot 7 Stream").

3.7.1 Maintenance by Owner's Association. The Owner's Association owns the Pond Equipment located within the Lot 7 Stream and will be responsible for operating and maintaining said Pond Equipment. Any and all expenses, including utility costs, that may be necessary to maintain the Pond Equipment in good working order as to the Lot 7 Stream, including replacing sand and rock where erosion, gravity or foot traffic has caused the pond liner to be exposed to sunlight, shall be the sole responsibility of Owner's Association during the Term. In addition, Owner's Association shall inspect the Lot 7 Stream no later than May 15 of each year for any repairs or replacements needed, in accordance with Section 3.3.1 hereof.

3.7.2 Maintenance by Lot Owner of Lot 7. The immediate area surrounding the Lot 7 Stream has been landscaped by Owner's Association (the "Stream Landscape"). The Lot Owner of Lot 7 shall be responsible for the maintenance of the Stream Landscape up to the edge of the water of the Lot 7 Stream, including but not limited to irrigation, weeding, repairing or replacing with similar landscape materials, and refuse pick up. Any major modifications to the Stream Landscape area by the Lot 7 Owner shall first require the approval of the Owner's Association.

ARTICLE 4.

USES OF THE POND

4.1 Remote Control Boats. The Pond can be used for small remote control boats not capable of transporting people.

4.2 Canoes, Rafts and Other Floating Devices. The parties acknowledge that the City may allow canoes, rafts and other floating devices on the Pond, at the sole discretion of the City.

4.3 Irrigation Uses.

4.3.1 By the Owner's Association. The Owner's Association shall have the right to use the Pond water for irrigation to water all property owned within the Owner's Association, or the Bellerive development, provided there are no restrictions from governmental jurisdictions regarding Pond water use.

4.3.2 By the City. The Pond water will be used by the City for irrigation purposes for the Pond Lot, City Landscape Areas and Park through the use of the City Equipment. There will be no charge of any kind to the City for using the Pond water for irrigation of said areas.

4.4 Aquatic Life. The Pond may be used to support aquatic life (e.g., fish, aquatic plants) only upon the mutual written agreement of the parties hereto.

4.5 Other Uses. Any uses not specifically allowed under this Agreement are prohibited unless otherwise agreed by the parties in writing.

ARTICLE 5.

ENCROACHMENTS AND EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

5.1 Encroachments by Lot Owners onto the Pond Lot. Owner's Association anticipates that the Lot Owners, or future owners of the Lots may wish to build decks or other encroachments onto the Pond Lot. Each encroachment must be individually approved by the City Council after a recommendation by the Parks and Recreation Commission and is subject to the conditions and restrictions contained in this Article 5.

5.2 City Pond Easements.

5.2.1 Easement to Owner's Association. City hereby grants to Owner's Association an easement for access and maintenance over and across the Pond Lot and adjacent City Park for the purposes of maintaining the Pond and Pond Equipment (defined in Section 3.1 above) subject to the conditions contained in this Agreement ("Pond Easement"). The Pond Easement shall be perpetual and run with the Pond Lot as long as the Pond is located on the Pond Lot.

5.2.2 Easement to Lot Owners. City hereby grants to each Lot Owner a perpetual nonexclusive easement for up to two (2) access areas per Lot over and across those portions of the Pond Lot necessary to provide ingress and egress from each Lot Owner's Lot to the Asphalt Trail, the location of which is to be determined at the sole discretion of each Lot Owner ("Trail Access Areas"); provided, however, any Trail Access Areas constructed by a Lot Owner may abut the Asphalt Trail and shall comply with all City and governmental approvals and/or permits. In addition, the City grants a perpetual nonexclusive easement to the Lot Owners over and across those portions of the Pond Lot that lie between the Asphalt Trail and the Lot Owner's Lot, for the purpose of landscaping, repair and maintenance.

5.3 Lot Owner's Easements. The Lot Owners grant the following easements over and across the Lots:

5.3.1 Asphalt Trail. The Lot Owners hereby collectively grant a perpetual nonexclusive easement to the City, the other Lot Owners and to the General Public over and across the Hardscape Encroachments located within the Lots for access, foot and non-motorized public traffic, and for operation and maintenance purposes and uses by the City, as outlined within Article 3.

5.3.2 City Landscape Areas. The Lot Owners hereby collectively grant a perpetual nonexclusive easement to the City over and across those portions of the City Landscape Areas

that encroach on the Lots, for operating and maintenance purposes by the City, as outlined within Article 3.

5.3.3 12' Landscape Strip. The Lot Owners hereby grant to the City a temporary easement over and across the 12' Landscape Strip located within each Lot Owner's Lot, for the purpose of irrigation and any related repairs by the City, which temporary easement shall terminate as to each Lot, upon a Lot Owner pulling a building permit and taking on the responsibility for irrigation of the 12' Landscape Strip located within their respective Lot, pursuant to Section 3.4 hereof. The parties recognize that the 12' Landscape Strip is temporary and therefore the easement created herein is temporary. Subject to Section 3.4, when a Lot Owner pulls a building permit and disconnects from the City's irrigation system, the Lot Owner shall have the right to modify, re-landscape, redevelop or reduce the 12' Landscape Strip contiguous to the Asphalt Trail, subject to the set back requirements contained in Section 5.5.2 below, and the easement created herein shall terminate, subject however to the Irrigation Line Easement created pursuant to Section 5.3.6.

5.3.4 Bollards. The Lot Owners hereby grant to the Owner's Association a perpetual nonexclusive easement over and across the Lots for the sole purpose of owning, operating and maintaining the bollards as set forth in Section 5.4.

5.3.5 Lot 7 Stream. The Lot Owner of Lot 7 hereby grants a perpetual nonexclusive easement to the Owner's Association, over and across the Lot 7 Stream and those portions of Lot 7 necessary for the specific purpose of operating and maintaining the Pond Equipment located in the Lot 7 Stream and erosion maintenance, all as outlined within Section 3.7.1.

5.3.6 Irrigation Line Easement. The Lot Owners hereby grant a perpetual nonexclusive easement to the City to install, maintain and operate water irrigation lines that are within each Lot Owner's Lot serving the irrigation of the 12' Landscape Strip and City Landscape Areas, provided that the City shall move and relocate any water irrigation lines that interfere with the construction of said Lot Owner's improvements at the time of construction.

5.4 Bollards and Maintenance. The Owner's Association owns certain bollards located throughout the Lot Owner's Lots as shown on the attached Exhibit D, which bollards are a permitted encroachment on the Lots within the setbacks noted in Section 5.5.2. Lot Owners shall not remove or relocate the bollards without the prior approval of the Owner's Association. Owner's Association shall maintain the bollards, including but not limited to, bulb and ballast replacement, repairs due to vandalism, painting, and replacement as necessary.

5.5 Covenants, Conditions and Restrictions. The Lot Owners, their successors and assigns agree as follows:

5.5.1 Lot Landscape. Each Lot Owner shall be responsible for the landscape and maintenance of their respective lots up to the edge of the Asphalt Trail. All landscape of each Lot Owner shall be maintained so as not to encroach on the Asphalt Trail.

5.5.2 Setbacks. Subject to the right to petition for an encroachment pursuant to Section 5.1, and the right to construct Access Trail Areas pursuant to Section 5.2.2, in addition to any set backs required under City ordinances or applicable building codes, the minimum setbacks from the edge of the Asphalt Trail for each Lot Owner shall be:

- (a) Ten (10) feet minimum for decks and railings, except for deck and railings or other structures existing as of the date of this Agreement.
- (b) Fifteen (15) feet for any building structure.
- (c) No building or fences shall be constructed in the set back area.

ARTICLE 6.
PENALTIES FOR BREACH

6.1 Violation of this Agreement by Owner's Association. If the Owner's Association fails to maintain or repair the Pond and Pond Equipment as set forth herein during the Term, or otherwise violates this Agreement, the City and/or Lot Owners may order the Owner's Association to undertake the necessary repair or maintenance or to correct such violation by giving written notice to Owner's Association of such violation. The Owner's Association shall have thirty (30) days to comply or make a good faith effort to comply with any violation within said thirty (30) day time period. City and Lot Owners recognizes that some repairs or replacements may require an extended time frame and agrees to such extension provided a good faith effort has been made by the Owner's Association to comply within the thirty (30) day time period. If the Owner's Association fails to comply with such order within thirty (30) days from the date thereof or does not make a good faith effort, the Owner's Association shall be considered in violation of this Agreement and the City, in its sole discretion may elect to terminate the Pond Easement and/or the City and/or the Lot Owners may take whatever steps necessary to place the Pond, Pond Equipment or Irrigation Pump in proper working condition and to charge the costs of such repairs, including administrative costs and a five percent (5%) penalty, to the Owner's Association. Provided however, that the City cannot terminate the Pond Easement if the Lot Owners individually or collectively undertake to enforce the obligations hereunder as to the Owner's Association, or alternatively take over the operation and maintenance of the Pond Equipment and/or Irrigation Pump to ensure they are in good working condition. Except as provided in Section 3.5, it is expressly understood and agreed that neither the City nor the Lot Owners are under any obligation to routinely maintain or repair the Pond, Pond Equipment or Irrigation Pump, and in no event shall this Agreement be construed to impose any such obligation on the City and/or Lot Owners. If the City elects to terminate the Pond Easement, the Owner's Association agrees to remove the Pond and Pond Equipment from the Pond Lot within ninety (90) days from the date the City notifies the Owner's Association that the Pond Easement has been terminated. If the Owner's Association fails to remove the Pond and Pond Equipment, the City and/or Lot Owners may elect to do the work and charge the costs of the work to the Owner's Association along with all administrative costs and a twenty-five percent (25%) penalty to the Owner's Association.

6.2 Other Remedies. The City, the Owner's Association and/or Lot Owners shall have the right to bring an action one against another to recover sums due, damages, seek injunctive relief, and/or such other and further relief as may be just and appropriate in the event of violations of this Agreement. The remedies provided by this Article are cumulative; and are in addition to any other remedies provided by law.

6.3 Attorney Fees. If any action shall be brought on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorney's fees the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

6.4 Violation of Covenants, Conditions and Restrictions by Lot Owners. In the event that any Lot Owner violates the Covenants, Conditions and Restrictions contained in Section 5.5, the Owner's Association will have the right to send a notice to the defaulting Lot Owner of such violation. If the failure is not cured within ten (10) days of when the notice is sent, the Owner's Association will have the right under this Agreement to cure the violation and collect from the defaulting Lot Owner all expenses and costs, including attorneys' fees in curing the violation (the "Assessment"), which Assessment becomes due within thirty (30) days of delivery of a notice of the Assessment to the defaulting Lot Owner.

6.5 Enforcement of Assessment Obligation; Priorities; Discipline. If any part of any Assessment is not paid within ten (10) days after the due date, an automatic late charge equal to ten percent (10%) of the Assessment (but not less than \$25) shall be added to and collected with the Assessment. Additionally, if any part of any Assessment is not paid and received by the Owner's Association or its designated agent within thirty (30) days after the due date, the total unpaid Assessment (including the late charge) shall thereafter bear interest at the rate of eighteen percent (18%) per annum until paid. Each unpaid Assessment shall constitute a lien on the defaulting Lot Owner's respective Lot prior and superior to all other liens recorded subsequent to the recordation of the Notice of Assessment Lien, except (a) all taxes, bonds, assessments and other levies which, by law, would be superior thereto; or (b) labor or material men's liens arising under Idaho law (timely and duly filed) if the legal effective date is prior to the recording of the Notice of Assessment Lien. Such lien, when delinquent, may be enforced by sale by the Owner's Association (acting through its Board), its attorney or other person authorized by law to make the sale, after failure of the Lot Owner to pay such Assessment, in accordance with the provisions of Idaho law applicable to the exercise of powers of sale in deeds of trust (with the Board having the right and authority to appoint an independent trustee), or by judicial foreclosure as a mortgage, or in any other manner permitted by law. During any such foreclosure proceeding, the foreclosing party shall be entitled to the appointment of a receiver to collect rent becoming due with respect to the subject Lot. The Owner's Association, acting on behalf of the Lot Owners, shall have the power to bid for the Lot at the foreclosure sale, and to acquire and hold, lease, encumber, and convey the same. The foreclosing party shall have the right to reduce or eliminate any redemption rights of the defaulting owner as allowed by law. Suit to recover a money judgment for unpaid Assessments, interest, costs, penalties, and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Owner's Association may impose reasonable monetary penalties including actual attorneys' fees and costs and may temporarily suspend the voting rights of a Lot Owner who is in default in payment of any Assessment, after notice and hearing according to the Owner's Association bylaws.

ARTICLE 7.

INDEMNITY AND INSURANCE

7.1 Owner's Association to Hold the City and Lot Owners Harmless. The Owner's Association agrees they will indemnify, defend and hold the City and Lot Owners harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the Owner's Association's use, operation and maintenance of the Pond Lot, the Lot 7 Stream, Pond Equipment, Irrigation Pump and Bollards. Owner's Association further agrees to either accept tender of defense from the City and/or Lot Owners, or pay City's and/or Lot Owner's legal costs, including reasonable attorney fees in the event this Agreement is challenged in a court of law as to the indemnity given herein. Payment for City's and/or Lot Owners' legal costs will be remitted within thirty (30) days after receipt of invoice from the City and/or Lot Owners for legal expenses.

7.2 City to Hold Owner's Association and Lot Owners Harmless. Subject to all limitations of Idaho law, including but not limited to, Article VIII, Sections 3 and 4 and the Idaho Tort Claims Act,

the City agrees they will indemnify, defend and hold the Owner's Association and Lot Owners harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of the City's or general public's use, maintenance and operation of the Pond Lot, Asphalt Trail (including Hardscape Encroachments), 12' Landscape Strip while the easement to the City is in effect as provided in Section 5.3.3, City Landscape Areas and City Equipment. The Owner's Association or Lot Owners, as the case may be, will be solely responsible for any and all costs, including attorney fees, incurred by all parties in determining the scope of the City's obligations under this Article 7.2.

7.3 Lot Owners to Hold Owner's Association and City Harmless. The Lot Owners agree they will indemnify, defend and hold the Owner's Association and City harmless from any and all causes of action, claims and damages that arise, may arise, or are alleged, as a result of Lot Owners' use, ownership, maintenance and operation of their Lot, and the breach by any Lot Owner, if any, of the covenants, conditions and restrictions contained within Section 5.5. Lot Owners further agrees to either pay Owner's Association's and/or City's legal costs, including reasonable attorney fees in the event this Agreement is challenged in a court of law as to the indemnity given herein. Payment for Owner's Association's and/or City's legal costs will be remitted within thirty (30) days after receipt of invoice from the Owner's Association and/or City for legal expenses.

7.4 Public Liability Insurance. Owner's Association covenants and agrees to procure and maintain at Owner's Association's expense throughout the Term of this Agreement, public liability insurance covering personal injury, death, and property damage, with a minimum combined single limit of coverage of One Million Dollars (\$1,000,000.00) per occurrence, from a company or companies approved by the City and Lot Owners. Such insurance may not be cancelled or modified without at least thirty (30) days advance written notice to the City and the Lot Owners, who shall, at their option, be named as an additional insureds. Evidence of such insurance shall be furnished to City upon request.

ARTICLE 8. MISCELLANEOUS

8.1 Time is of the Essence. Time is of the essence in this Agreement.

8.2 Merger. The representations, warranties, covenants, conditions and agreements of the parties contained in the Agreement shall survive the acceptance of any deeds and/or easements.

8.3 Recordation. The parties hereto agrees that this Agreement shall be recorded.

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

8.5 Compliance with Applicable Laws. The parties hereto agree to comply with all applicable laws. The parties agree this Agreement is not intended to replace any other requirement of City code.

8.6 Covenants Run With Land. The covenants herein contained to be performed by the parties shall be binding upon the parties, their assigns and successors in interest, and shall be deemed to be covenants running with the Pond Lot and the Lots.

8.7 Jurisdiction; Choice of Law. Any civil action arising from this Agreement shall be brought in the District Court for the First Judicial District of the State of Idaho at Coeur d'Alene,

Kootenai County, Idaho. The law of the state of Idaho shall govern the rights and obligations of the parties.

8.8 Integration. This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.

8.9 No Conveyance of Agreement. Owner's Association covenants and agrees that it will not convey, transfer, assign, lease, or otherwise release or relinquish its interest in this Agreement, in whole or in part, unless and until the City approves of the transfer and the transferee enters into an agreement with the City.

8.10 No Waiver of Breach. In the event of a breach of any term of this Agreement, any delay or failure on the part of the City to exercise any rights, powers, or remedies herein provided shall not be construed as a waiver thereof or acquiescence of such breach or any future breach.

8.11 Amendments. This Agreement may be amended, revised or modified only by a written document signed by the parties.

8.12 Severability. Invalidation of any one of these covenants or conditions by judgment or order of any court shall in no way affect any of the other provisions, which shall remain in full force and effect. The parties further agree that this Agreement shall not be amended by a change in any law.

IN WITNESS WHEREOF, the City of Coeur d'Alene has caused this Agreement to be executed by its Mayor and City Clerk, and the Owner's Associations has caused the same to be executed by its authorized agents the day and year first above written.

CITY OF COEUR D'ALENE

By Sandi Bloom
Sandi Bloom, Mayor
Date: July 29, 2011

RIVERSTONE MASTER ASSOCIATION, INC.

By Mike Erickson
Mike Erickson
Its Board President
Date: 8-5-11

ATTEST:

Susan K. Weathers
Susan K. Weathers, City Clerk

LOT OWNERS:

SRMBR, LLC

GIANOTTI REVOCABLE TRUST,
formed on January 29, 1991

By:

Wayne A. Gianotti
Wayne A. Gianotti, Trustee
Date: 9-14-2011

By:

Carolyn M. Gianotti, Trustee
Date: _____

James Tidyman
JAMES TIDYMAN

Date:

Maryann Tidyman
MARYANN TIDYMAN

Date:

BRJV, LLC a Washington Limited
Liability Company

By:

John M. Stone
John M. Stone, its Manager
Date: 8/30/2011

HERITAGE INVESTMENT HOLDINGS, LLC

By:

Its

Date:

RIVERSTONE WEST, LLC

By: John M. Stone Family Investments, LLC,
Manager

By:

John M. Stone
John M. Stone, Manager
Date: 8/30/2011

GLACIER 1940 RIVERSTONE, LLC

By:

Its

Date:

By:

Its

Date:

The foregoing Agreement is consented to this ____ day of _____, 2011:

LIENHOLDERS:

NUMERICA CREDIT UNION

By:

Its

Date:

WASHINGTON TRUST BANK

By:

Its

Date:

LOT OWNERS:

SRMBR, LLC

GIANOTTI REVOCABLE TRUST,
formed on January 29, 1991

By: _____
Wayne A Gianotti, Trustee
Date: _____

By: Carolyn M. Gianotti
Carolyn M. Gianotti, Trustee
Date: 9.15.11

James Tidyman
JAMES TIDYMAN
Date: 9-1-11
Mary Ann Tidyman
MARYANN TIDYMAN
Date: 9-1-2011

BRJV, LLC a Washington Limited
Liability Company

By: John M. Stone
John M. Stone, its Manager
Date: 8/30/2011

HERITAGE INVESTMENT HOLDINGS, LLC

By: [Signature]
Its Member
Date: 8/30/11

RIVERSTONE WEST, LLC

By: John M. Stone Family Investments, LLC,
Manager

By: John M. Stone
John M. Stone, Manager
Date: 8/30/2011

GLACIER 1940 RIVERSTONE, LLC

By: Chuck Fry
Its MEMBER
Date: 7.29.11

By: Stephen F. Meyer
Its MEMBER
Date: 7.29.11

The foregoing Agreement is consented to this ____ day of _____, 2011:

LIENHOLDERS:

NUMERICA CREDIT UNION

By: Chris Gunning
Chris Gunning
Its Loan Officer
Date: 9.12.11

WASHINGTON TRUST BANK

By: Gary Van Assen
GARY VAN ASSEN
Its SENIOR VICE PRES. DGNT
Date: 8-5-11

STATE OF Tdchb)
County of Kootenai) : ss

On this 14th day of September, 2011, before me personally appeared Wayne A. Gianotti, to me known to be the ~~manager~~ ^{trustee} of GIANOTTI REVOCABLE TRUST, the ~~first company~~ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of said ~~company~~ ^{trust}.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



(Seal or Stamp)

Richard C. Howard
Notary Public (Signature)
Richard Howard (Print Name)

My commission expires: 7.11.2012

STATE OF _____)
County of _____) : ss

On this _____ day of _____, 2011, before me personally appeared _____, to me known to be the manager of GIANOTTI REVOCABLE TRUST, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

(Seal or Stamp)

Notary Public (Signature)

(Print Name)

My commission expires: _____

STATE OF _____)
: ss
County of _____)

On this _____ day of _____, 2011, before me personally appeared _____, to me known to be the manager of GIANOTTI REVOCABLE TRUST, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.

(Signature)

(Print Name)

(Seal or Stamp)

My commission expires: _____

STATE OF California)
: ss
County of Santa Clara)

On this 15th day of September, 2011, before me personally appeared Carolyn M. Gianotti, to me known to be the manager of GIANOTTI REVOCABLE TRUST, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



(Seal or Stamp)

Lupita Andrade
Notary Public (Signature)
Lupita Andrade
(Print Name)

My commission expires: 10-02-2014

STATE OF IDAHO)

:SS

County of Kootenai)

On this 16th day of September, 2011, before me, a Notary Public in and for the State of Idaho, personally appeared SANDY BLOEM and SUSAN K. WEATHERS, known or identified to me to be the Mayor and City Clerk, respectively, of the City of Coeur d'Alene and the persons who executed the foregoing instrument and acknowledged to me that said City of Coeur d'Alene executed the same.

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



Notary Public for Idaho

Residing at Post Falls

Commission expires 10-30-15

STATE OF WASHINGTON)

:SS

County of Spokane)

On this 9th day of August, 2011, before me personally appeared Mike Erickson, to me known to be the authorized representative of RIVERSTONE MASTER ASSOCIATION, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Durinda M. Howard (Signature)

Durinda M. Howard (Print Name)

My commission expires: 02/27/2015

STATE OF Idaho)
County of Kootenai) : ss

On this 30th day of August, 2011, before me personally appeared John M. Stone, to me known to be the manager of BRJV, LLC, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



(Seal or Stamp)

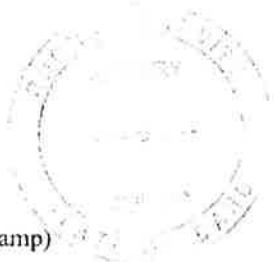
Rhonda Harvitt
Notary Public (Signature)
Rhonda Harvitt
(Print Name)

My commission expires: 7.11.2012

STATE OF Idaho)
County of Kootenai) : ss

On this 30th day of August, 2011, before me personally appeared John M. Stone, Manager of John M. Stone Family Investments, LLC, Manager of RIVERSTONE WEST, LLC, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



(Seal or Stamp)

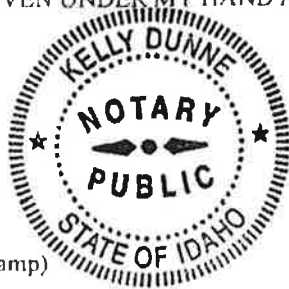
Rhonda Harvitt
Notary Public (Signature)
Rhonda Harvitt
(Print Name)

My commission expires: 7.11.2012

STATE OF Idaho)
County of Kootenai) : ss

On this 30th day of August, 2011, before me personally appeared Don Pinkerton, to me known to be the member of HERITAGE INVESTMENT HOLDINGS, LLC, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



(Seal or Stamp)

Kelly Dunne
Notary Public (Signature)
Kelly Dunne
(Print Name)

My commission expires: 11-22-2014

STATE OF Idaho)
County of Kootenai) : ss

On this 18 day of September, 2011, personally appeared before me JAMES TIDYMAN and MARYANN TIDYMAN, ~~husband and wife~~, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal the day and year in this certificate first above written.



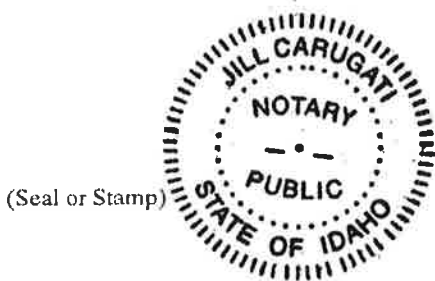
Rhonda Harvath
Notary Public (Signature)
Rhonda Harvath
(Print Name)

My appointment expires: 7.11.2012

STATE OF Idaho)
County of Kootenai) : ss

On this 29 day of July, 2011, before me personally appeared Charles R. Nipp, to me known to be the manager of GLACIER 1940 RIVERSTONE, LLC, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



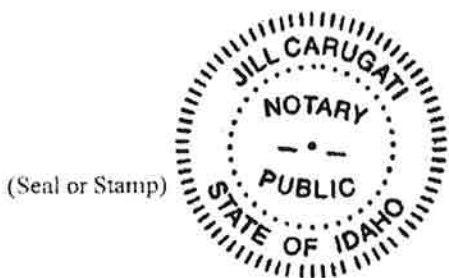
Jill Carugati (Signature)
Notary Public Jill Carugati (Print Name)

My commission expires: 10-16-12

STATE OF Idaho)
County of Kootenai) : ss

On this 29 day of July, 2011, before me personally appeared Stephen F. Meyer, to me known to be the manager of GLACIER 1940 RIVERSTONE, LLC, the company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of said company.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Jill Carugati (Signature)
Notary Public Jill Carugati (Print Name)

My commission expires: 10-16-12

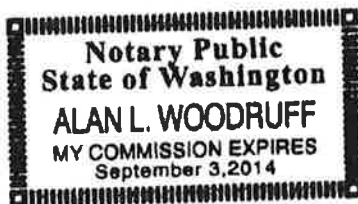
STATE OF WASHINGTON)

: SS

County of Spokane)

On this 12 day of September, 2011, before me personally appeared Chris Gunning, to me known to be the Loan Officer of NUMERICA CREDIT UNION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Alan L. Woodruff
Notary Public (Signature)
Alan L. Woodruff
(Print Name)

My commission expires: 9-3-2014

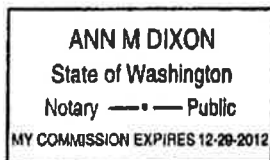
STATE OF WASHINGTON)

: SS

County of Spokane)

On this 5th day of August, 2011, before me personally appeared GARY VAN ASSEN, to me known to be the SVP of WASHINGTON TRUST BANK, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of said corporation.

GIVEN UNDER MY HAND AND OFFICIAL SEAL the day and year in this certificate first above written.



Ann M. Dixon
Notary Public (Signature)
Ann M. Dixon
(Print Name)

My commission expires: 12/29/12

EXHIBIT A
LEGAL DESCRIPTION OF POND LOT

Lot 9 Block 1, Riverstone West 1st Addition, according to the plat recorded in Book J of plats, Page 488,
Records of Kootenai County, Idaho.

EXHIBIT B
LEGAL DESCRIPTION OF LOTS

Lots 4, 5, 6, 7, 8, 10, 11, and 13, Block 1, Riverstone West 1st Addition, according to the plat recorded in Book J of plats, Page 488, Records of Kootenai County, Idaho.

EXHIBIT C

MAP SHOWING ASPHALT TRAIL

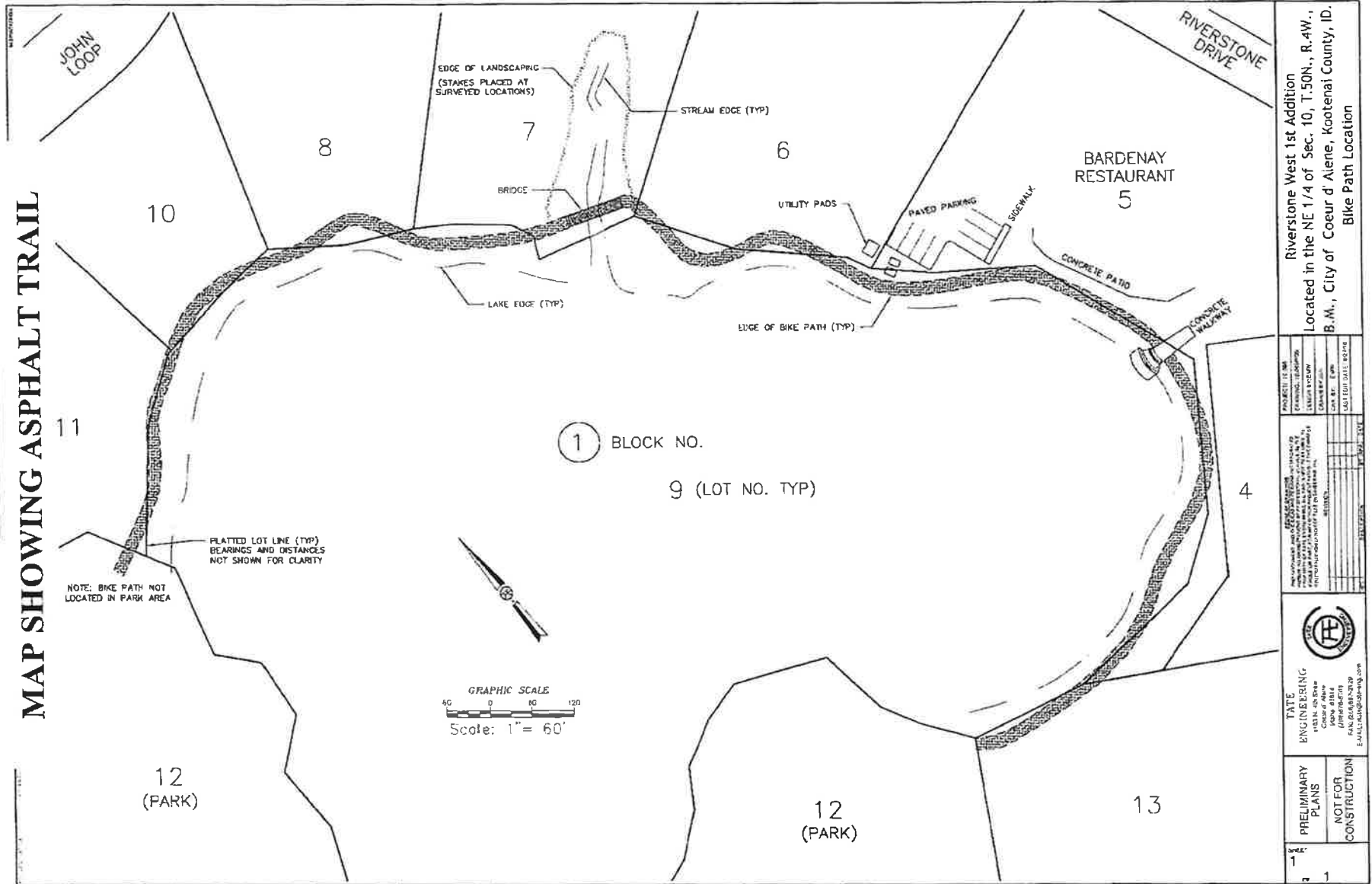


Exhibit D

**BOLLARD'S OWNED BY
OWNER'S ASSOCIATION**

Exhibit D

**BOLLARD'S OWNED BY
OWNER'S ASSOCIATION**

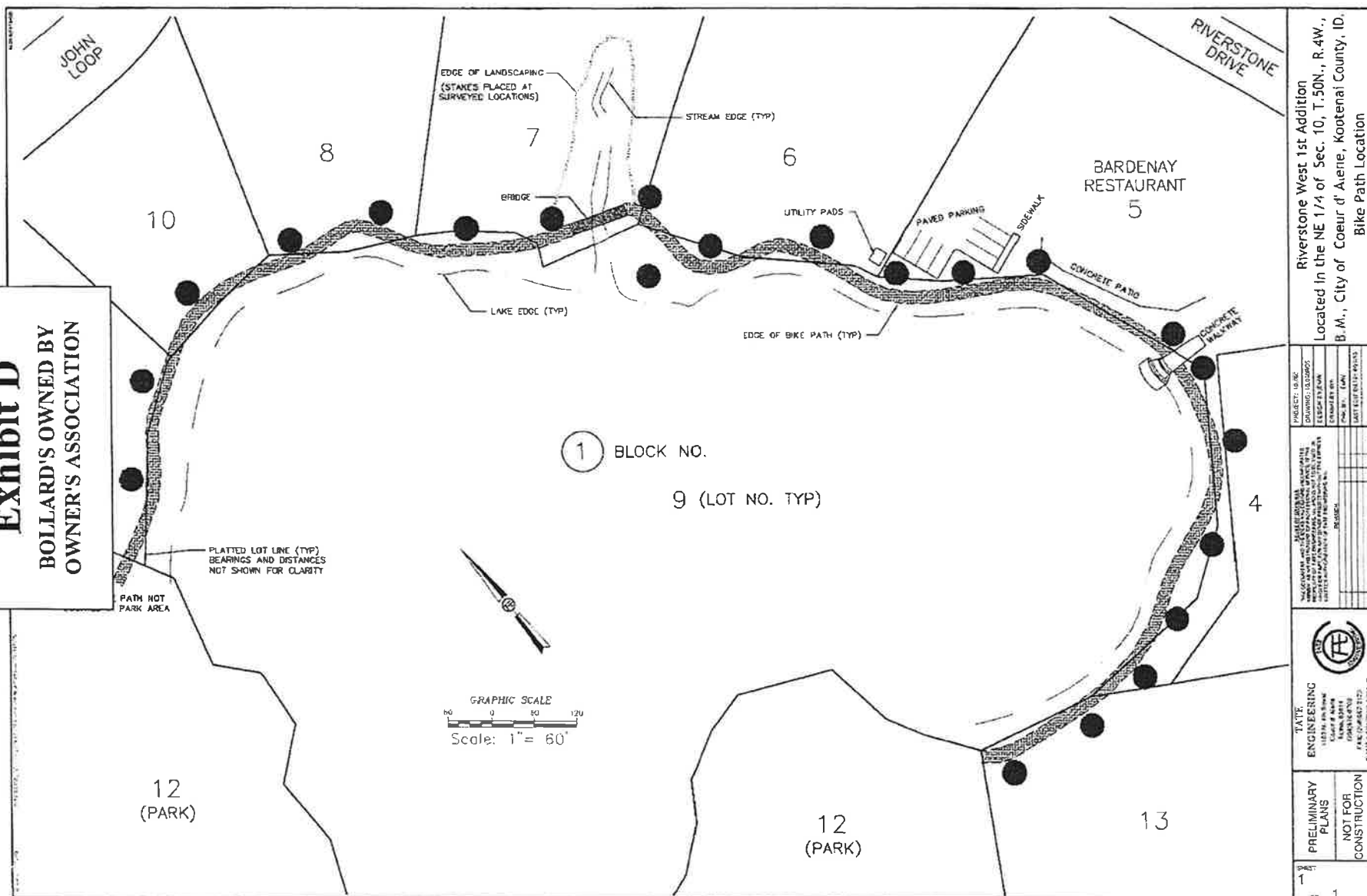
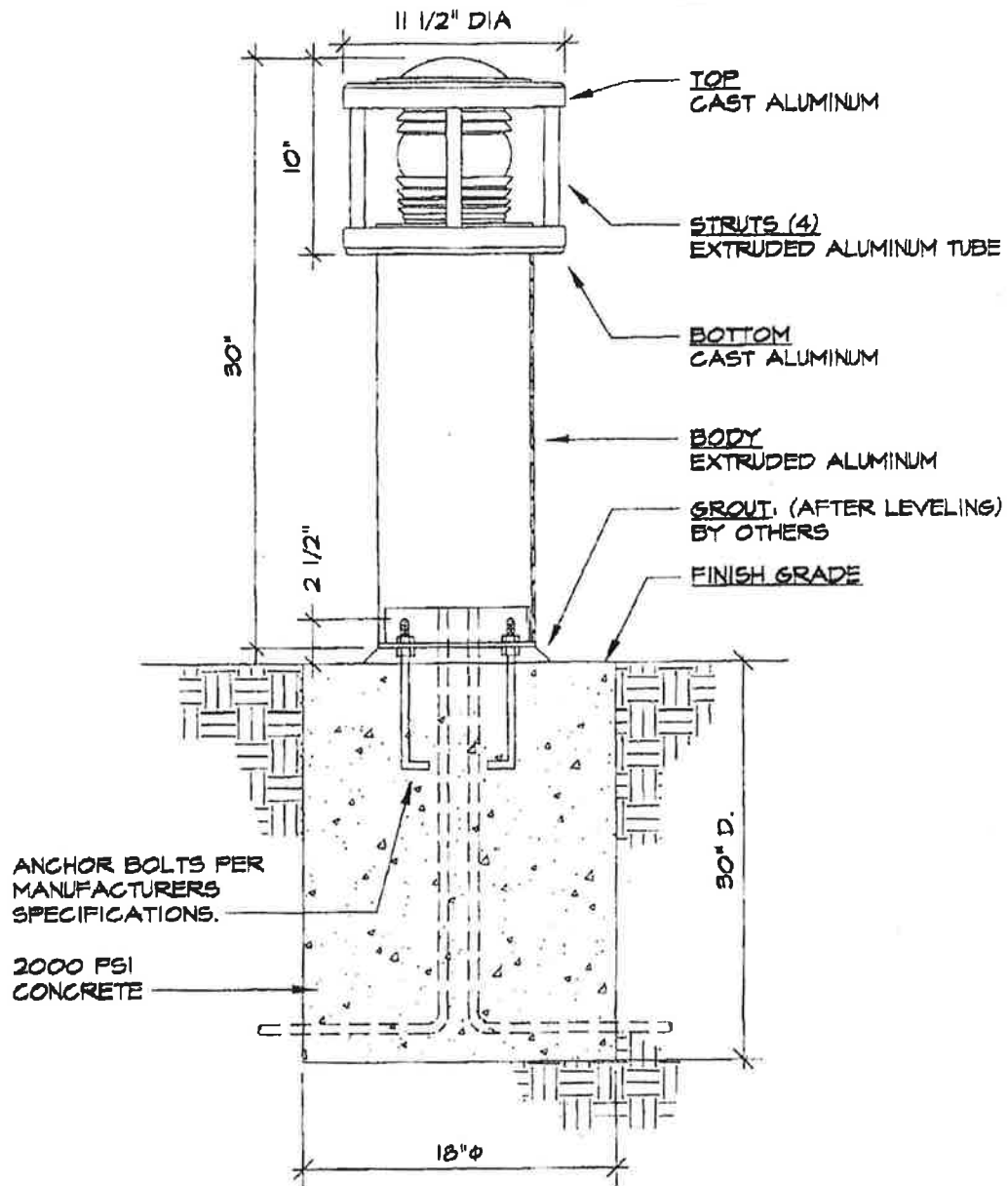


Exhibit D-1

Type A Bollard

BASE PLATE:
CAST ALUMINUM

REWAY



FIXTURE "A" DETAIL

NO SCALE

B

E4.1

ATTACHMENT 5B

1. The renter of water is the same as the lease applicant, Riverstone Master Association Inc., 1579 W. Riverstone Dr., Ste. 102, Coeur d'Alene, ID 83814.
2. Payment is the current rental rate, \$33.00 per acre-foot, and will be paid directly from the renter to the lessor.



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098
Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

September 1, 2026

RIVERSTONE MASTER ASSOCIATION INC.
2187 N MAIN ST
COEUR D ALENE ID 83818

**RE: RENTAL OF WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NOs. 95-17381, 95-4507B, and 95-7090
AGREEMENT 1026**

Dear Renter:

Please find enclosed a receipt in the amount of **\$679.80** and a copy of a fully executed Water Supply Bank Rental Agreement in connection with the rental of 206.0 acre-feet of water for irrigation of 22.0 acres during 2026. Upon receipt of this fully executed agreement, you are authorized to divert water in compliance with the conditions of water use described in the agreement.

The rental fee will be retained by the Department to offset administrative costs since you are the owner of the rights. The annual rental fee for 2027 is due by December 31, 2026.

If you have questions regarding this matter, please contact this office at bank@idwr.idaho.gov or 208-287-4800.

Sincerely,

Darin Vrem
Water Supply Bank

Enclosures: Receipt No. N046282
Rental Agreement (copy)

c: Sascha Marston – Fiscal
IDWR Regional Office (via email)
Chris Bromley, McHugh Bromley, PLLC



IDAHO DEPARTMENT OF
WATER RESOURCES

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Governor Brad Little

Director Mathew Weaver

8/18/2026

RECEIVED

AUG 31 2026

RIVERSTONE MASTER ASSOCIATION INC
1579 W RIVERSTONE DR STE 102
COEUR D ALENE ID 83814-1013

Department of Water Resources

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 95-17381, 95-4507B, 95-7090, AGREEMENT 1026**

*****TIME SENSITIVE RESPONSE REQUIRED*****

Dear Applicant:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, the Department will also sign the original agreement and return an executed copy to you. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

A rental fee of **\$679.80 per year** was calculated based on the current rental rate of \$33.00 per acre-foot times a diversion volume of 206 acre-feet. Since you are both the lessor and the renter of the rights, **you are only obligated to pay the 10% administrative fee or \$679.80** (multi-year rentals). The annual rental fee for 2027 is due by December 31, 2026. The agreement will be void if payment is not received prior to the due date in a given year. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.

Please send a check in the amount of \$679.80 for 2026 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

Pursuant to the Water Supply Bank Rules, \$679.80 will be retained by the Department to offset administrative costs for **2026**.

If you have any questions, please contact this office at (208) 287-4800.

Sincerely,


for

Water Supply Bank

Enclosure(s): Proposed Rental Agreement No. 1026

c: IDWR Front Desk
Chris M. Bromley - Representative (via email)

MEMORANDUM FOR APPLICATION # 3366 / AGREEMENT # 1026

To: Water Right(s) 95-17381, 95-7090, 95-4507B
From: Emma Channpraseut – Water Resource Agent – State Office
Date: 8/18/2026
Re: Review & Analysis of Application to Rent Water from the State Water Supply Bank

PURPOSE/NARRATIVE: The Water Supply Bank (WSB) received Rental Application No. 3366 on 11/28/2025 on behalf of Riverstone Master Association Inc. along with five water rights to be leased into the bank as a lease/rental package. The rental application request water for aesthetic, recreation, and wildlife storage in an existing pond. Lease Contract 2209 for water rights 95-4507B, 95-7090, and 95-17381 will fulfill this rental request for aesthetic and recreational storage.

An email was sent to Chris Bromley on 6/26/2026 requesting information about the historic use of the industrial rights and consumptive use volume. Chris Bromley responded via email on 7/1/2026 stating that “the partial decree establishes the overall volume as 162 acre-feet with a diversion rate of 1.68 cfs” but did not have any additional historical use information. The total volume of the right had been used.

AUTHORITY TO FILE: The application was signed by Casey Brazil, who has the authority to sign the application as he is listed as a registered agent and president according to Idaho Office of the Secretary of State business search. Chris M. Bromley is listed as attorney and submitted the applications on behalf of Riverstone Master Association. No concern at this time for the authority to file.

INJURY and ENLARGEMENT OF USE:

The water right POD and POU were very similar in location and use. Injury won't occur if there is no enlargement. The application request water rights for an existing pond and states the capacity of the pond is 66.0 af. Using aerial imagery, the surface area was calculated to be 5.5 acres. Using the Department's standard pond volume requirements calculator (see figures below), the evaporative loss from the pond was found to be 9.7 af.

Water Right 95-7090 and 95-17381 authorize 162.0 af for industrial use and industrial storage. Based on the conditions and record for the rights, the storage use was a settling pond. There is no other information regarding the industrial use or storage use, so it is assumed the only consumptive volume was the evaporative loss. Based on the water right POU boundary and a map for the adjudication claim the settling pond was smaller than the existing for the rental, therefore the consumptive volume from evaporative loss was likely less. Water right 95-4507B will be added to the rental because the historic consumptive volume of irrigation pursuant to the right is greater than the evaporative loss in the pond, see the calculation below. Rights 95-7090 and 95-17387 are included for additional diversion rate.

The ET-IDWR data for the Coeur d'Alene 1E (NWS -- USC00101956) station shows the historical consumptive use of the irrigation to be 1.77 feet per acre when using the values for “alfalfa – less frequent cuttings”. The likely historic consumptive volume for 22.0 acres irrigation was $22.0 \text{ acres} \times 1.77 \text{ af} = 38.9 \text{ af}$ which is greater than the consumptive volume of the pond (9.7 af).

A condition should be added to the rental agreement to limit the total volume and size of the pond. This will ensure the consumptive volume will be less than 38.9 af.

LOCAL PUBLIC INTEREST: The proposed rental of water is in the local public interest.

BENEFICIAL USE/CONSERVATION OF WATER RESOURCES: The proposed rental is consistent with the conservation of water resources in Idaho.

DEPARTMENT STAFF OR WATERMASTER COMMENTS: The proposed POD is within the administrative area of IDWR's Northern Region. Comments regarding the proposed rental were requested from the regional manager on 06/26/2026. No concerns were received.

Precipitation Deficit

Station: Coeur d'Alene 1E (NWS -- USC00101956)

Month	mm/day ¹	Days per month	mm/Month
Jan	-1.34	31	0.00
Feb	-0.72	28	0.00
March	-0.29	31	0.00
April	1.09	30	32.70
May	1.77	31	54.87
June	3.33	30	99.90
July	4.41	31	136.71
August	3.81	31	118.11
September	2.28	30	68.40
October	0.89	31	27.59
November	-1.27	30	0.00
December	-1.76	31	0.00

Total mm/year = 538.28

$$[(\text{mm/yr}) \div (\text{convert to feet})] \times (\text{Surface area of pond, in acres}) = \text{Evaporation Loss in Acre Feet}$$

(538.28) ÷ 304.8) X 5.50 = 9.7 AFA

Surface Area of Pond is automatically carried over from the Seepage Loss Sheet.

Figure 1. Shows evaporative loss calculation from the pond.

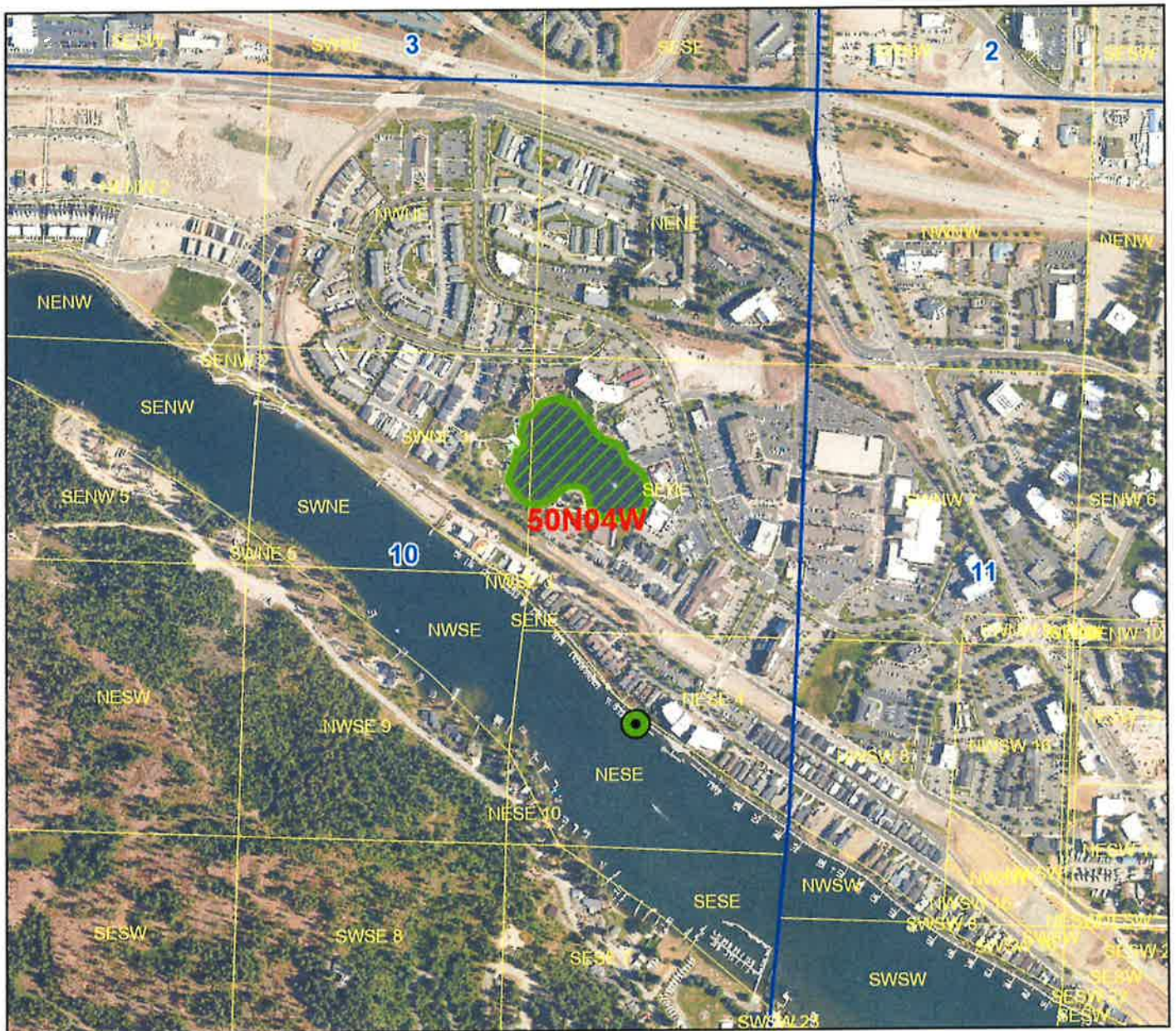
 Water Supply Bank Rental Point of Diversion
 Water Supply Bank Lease Point of Diversion
 Township/Range
 Sections
 QQ

Idaho Water Resource Board

Water Supply Bank Rental Agreement No. 1026

Effective until December 31, 2030

This map depicts the **rental place of use** pursuant to the rental agreement and is attached to the agreement solely for illustrative purposes.



Legend

-  Water Supply Bank Rental Point of Diversion
-  Water Supply Bank Rental Place of Use
-  Township/Range
-  Sections
- QQ



0 250 500 1,000 1,500 2,000 Feet



IDAHO DEPARTMENT OF
WATER RESOURCES

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Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

8/18/2026

RIVERSTONE MASTER ASSOCIATION INC.
2187 N MAIN ST
COEUR D ALENE ID 83818

**RE: APPLICATION TO RENT WATER FROM THE WATER SUPPLY BANK
WATER RIGHT NO(S). 95-17381, 95-4507B, 95-7090, AGREEMENT 1026**

*****TIME SENSITIVE RESPONSE REQUIRED*****

Dear Applicant:

The Department of Water Resources acknowledges receipt of your application to rent water from the Water Supply Bank. **I have enclosed a Water Supply Bank Rental Agreement for your review and signature.** Upon signature and return of the original agreement, together with the rental fee described below, the Department will also sign the original agreement and return an executed copy to you. Execution of the agreement and compliance with the conditions of approval authorize diversion and use of water as provided in the agreement.

A rental fee of **\$679.80 per year** was calculated based on the current rental rate of \$33.00 per acre-foot times a diversion volume of 206 acre-feet. Since you are both the lessor and the renter of the rights, **you are only obligated to pay the 10% administrative fee or \$679.80** (multi-year rentals). The annual rental fee for 2027 is due by December 31, 2026. The agreement will be void if payment is not received prior to the due date in a given year. If you would like to terminate the agreement prior to the end of the rental period, you must submit written notice of your intent to the Department at least 30 days prior to the rental fee due date.

Please send a check in the amount of \$679.80 for 2026 made payable to the Idaho Department of Water Resources, **together with the signed rental agreement, within 14 days** so I can complete processing.

Pursuant to the Water Supply Bank Rules, \$679.80 will be retained by the Department to offset administrative costs for **2026**.

If you have any questions, please contact this office at (208) 287-4800.

Sincerely,

for

Water Supply Bank

Enclosure(s): Proposed Rental Agreement No. 1026

c: IDWR Front Desk
Chris M. Bromley - Representative (via email)

Channpraseut, Emma

From: Channpraseut, Emma
Sent: Monday, August 17, 2026 4:02 PM
To: cbromley@mchughbromley.com
Cc: cheryl.klein@kiemlehagood.com
Subject: WSB Lease Contracts 2201 & 2209, Rental Agreement 1026, Memos for Riverstone Master Association Inc
Attachments: Receipt ID C124212 - Riverstone Master Assn.pdf; WSB Lease Contract 2201 - Riverstone Master Assn - Cover Letter & Contract.pdf; WSB Lease Contract 2209 - Riverstone Master Assn - Cover Letter & Contract.pdf; WSB Rental Agreement 1026 - Riverstone Master Assn - Cover Letter & Agreement.pdf; Lease Review Memo App 3367 Contract 2201 Riverstone Master Association Inc.pdf; Lease Review Memo App 3529 Contract 2209 Riverstone Master Association Inc.pdf; Rental Review Memo App 3366 Agreement 1026 Riverstone Master Association Inc v3.pdf

Good afternoon, Chris,

I was able to prepare the Water Supply Bank (WSB) Lease Contracts and Rental Agreements for review and signature (please see attached PDFs) based on the information you provided. I had to make some assumptions due to the lack of information regarding historical industrial use, but we did end up renting the irrigation water right to have enough volume to fulfill the entire rental request. Please see the attached memos for the explanation and analysis. I have put together the cover letters, contracts, maps, etc. into a package that will go out in tomorrow's mail.

If the lease contracts and rental agreement are signed have the following choices to submit the signed contracts:

1. Return the signed contracts and rental fee via mail to:
IDAHO DEPARTMENT OF WATER RESOURCES
PO BOX 83720
BOISE, ID 83720-0098
2. Submit the electronically signed contracts to file@idwr.idaho.gov and mail or physically drop off the rental fee to the closest IDWR office to you.

Please let me know if you have any questions,
Emma



IDAHO DEPARTMENT OF
WATER RESOURCES

Emma Channpraseut | Water Resources Agent

322 E Front St, PO Box 83720, Boise, ID 83720

(208) 287-4946 | www.idwr.idaho.gov

Channpraseut, Emma

From: Channpraseut, Emma
Sent: Friday, June 26, 2026 5:33 PM
To: Richman, Michelle
Subject: Request for Comment - Lease & Rental for Riverstone Master Association
Attachments: Rental Review Memo App 3366 Agreement 1026 Riverstone Master Association Inc v2.pdf; Rental Approval Map App 3366 Agreement 1026.pdf; Rental Approval Move Map APP 336 AGREEMENT 1026.pdf; Lease Review Memo App 3529 Contract 2209 Riverstone Master Association Inc.pdf; Lease Approval Map App 3529 Contract 2209.pdf; Lease Review Memo App 3367 Contract 2201 Riverstone Master Association Inc.pdf; Lease Approval Map App 3367 Contract 2201.pdf

Good afternoon,

I am seeking comments regarding Water Supply Bank (WSB) Applications for Riverstone Master Association. Please see attached review documents (Lease & Rental Applications, review memos, and reference maps). Please submit your comments within 7 days. If we do not hear from you by that date, we will assume that no comment from you means that you have no objection to, concerns, or conditions about the lease and rental.

Details below:

- Lease App 3367 / Contract 2201 (2025-2029)
 - 95-4507A
 - 95-8801
- Lease App 3529 / Contract 2209 (2026-2030)
 - 95-4507B
 - 95-7090
 - 95-17381
- Rental App 3366 / Agreement 1026 (2026-2030)
 - Renter: River Master Association Inc
 - Rented WR 95-17381

Please let me know if you have any questions,

Emma



IDAHO DEPARTMENT OF
WATER RESOURCES

Emma Channpraseut | Water Resources Agent

322 E Front St, PO Box 83720, Boise, ID 83720

(208) 287-4946 | www.idwr.idaho.gov

Channpraseut, Emma

From: Channpraseut, Emma
Sent: Friday, June 26, 2026 4:49 PM
To: cbromley@mchughbromley.com
Subject: WSB Lease & Rental applications - Riverstone Masters Association

Hi Chris,

I have the lease and rental contracts drafted and just have some questions that I need to clarify before I send out the contracts. Once I get that information, I will proceed with getting these contracts out for signature.

1. **Has municipal water been used at the Place of (POU) for industrial or commercial beneficial uses authorized by water rights? If yes, when did it begin?**
2. **Do you have historic volume information regarding the pond for the rental?**

Apologies for the delay as it has been a busy WSB season and this one has been a little tricky getting it sorted. I was able to get the different leases sorted and the payment you provided when you sent in the application is correct.

Below are the details of how they are broken out:

- Lease Application 3367 / Contract 2201 (2025-2029)
 - 95-4507A
 - 95-8801
- Lease Application 3529 / Contract 2209 (2026-2030)
 - 95-4507B
 - 95-7090
 - 95-17381
- Rental Application 3366 / Agreement 1026 (2026-2030)
 - Renter: River Master Association Inc
 - Rented WR 95-17381

Thanks,
Emma



Emma Channpraseut | Water Resources Agent

322 E Front St, PO Box 83720, Boise, ID 83720

(208) 287-4946 | www.idwr.idaho.gov

McHUGH BROMLEY
ATTORNEYS AT LAW, PLLC

RECEIVED

NOV 28 2025

DEPARTMENT OF
WATER RESOURCES

Candice M. McHugh
cmchugh@mchughbromley.com

PO Box 107
Boise, Idaho 83701
(208) 287-0991

Chris M. Bromley
cbromley@mchughbromley.com

November 20, 2025

Idaho Water Resource Board
Water Supply Bank
PO Box 83720
Boise, ID 83720-0098

Re: Water Supply Bank Lease Applications and Rental Request

Dear Water Supply Bank:

I represent Riverstone Master Association, Inc., located in Coeur d'Alene, Idaho. In the Coeur d'Alene-Spokane River Basin Adjudication, Riverstone was decreed water right nos. 95-4507A, 95-4507B, 95-7090, 95-8801, and 95-17381. Enclosed are lease applications as to each of these rights with a rental request for water right nos. 95-4507B, 95-7090, and 95-17381.

The purpose of the rental is to provide for the fill of a pond that is presently filled by 95-7090 and 95-17381, albeit in a location that is slightly west of the pond that exists today. As explained in the applications, the irrigated land surrounding the pond will begin to be irrigated by City of Coeur d'Alene municipal water starting in 2026; therefore, water right no. 95-4507B, an irrigation water right for 22 acres, is also proposed to be rented for fill of the pond.

Please note that the lease applications for water right nos. 95-4507A and 95-8801 are for five years, to commence in 2025; whereas the applications for 95-4507B, 95-7090, and 95-12381 are for five years, to commence in 2026.

Enclosed is a check in the amount of \$1,250.00.

If you have any questions regarding these applications, please do not hesitate to contact me.

Sincerely,



CHRIS M. BROMLEY

Encls.

3364 & 3367