

Newbry, Ashley

From: Keen, Shelley
Sent: Thursday, September 08, 2016 10:23 AM
To: Newbry, Ashley
Subject: FW: PHOA hot water analysis
Attachments: PHOA DEVELOPED HOT WATER ANALYSIS.docx

From: Randy and Becky Fowers [<mailto:RBFOWERS@msn.com>]
Sent: Tuesday, September 06, 2016 8:53 PM
To: Keen, Shelley
Subject: PHOA hot water analysis

Shelley,

I did this little compilation of PHOA known hot water commitments a few weeks ago and it may be of interest to you.

It uses the McClure study done in 1997, which IDWR has a copy of, for spring flow from the two springs.

It uses the three licenses PHOA has been granted for availability of hot water for the heating use.

It raised the question of, are we creating a problem that PHOA may be forced to deal with later if we attempted to supply the GCC cabins (7) with hot water for heating.

Thanks,
Randy

PHOA DEVELOPED HOT WATER ANALYSIS

Flows based on McClure study 1996:

UPPER SPRING (by PHOA pool) 114 GPM
LOWER SPRING (in Lodge pool) 316 GPM TOTAL = 430 GPM

License use (tied to Upper Spring and Lower Spring):

63-10560 License, Priority date 1987
Heating = 287.3 GPM, Domestic = 22.5 GPM, Recreation = 430 GPM
63-12316 License priority date 1996
Heating = 9 GPM
63-31526 License Priority date 2002
Recreation = 45 GPM

Totals from License(s):

HEATING 296.3 GPM
Domestic 22.5 GPM
RECREATION 475 GPM

Total springs output has been EXCEEDED by license use. The license was written in that the recreation use would be consuming all of the spring flow. The heating is concurrent only because it is used first before returning for recreation. Since domestic use is returned to the ground, it is considered consumptive and expended after use.

Actual PHOA Use (heating/commitments):

Lot 1 – 35 35 uses (lot 16 = 2, 29 & 30 = 1)
Lot 39 – 56 15 uses (lot 54 is roadway, 55 & 56 is the drain field)
Wagontown 2 uses
Lot 38 cabins 5 uses
Cold water pump house 1 use
Paradise Pines lots 1 -6 5 uses
TOTAL 63 (uses)

Calculations:

5 gallon per/minute X 63 = 315 GPM

Lodge = 33 GPM (from McClure study) TOTAL HEATING = 348 GPM

Heating 348 GPM + Domestic 22.5 = Total 370.5 GPM committed by PHOA.

The remainder of spring flow goes to recreation use, shared by lodge and PHOA pools. The 45 GPM going to the PHOA pool is returned to Grouse Creek.

The license defined use/commitments exceed water flow from Upper and Lower Springs.

Notes:

Calculations are based on all lots of PHOA and not necessarily improved.

Heating use is non-consumptive and returned to the lodge pool, it is included in recreation calculation on license 63-10560.

Domestic use is consumptive and goes into ground.

Recreation on lodge pool is non-consumptive.

Recreation on PHOA pool is consumptive and requires replacement water of 1 acre foot of water per year (purchased annually).

License / permits are stated in Cubic Feet per Second, CFS.

This document uses Gallons per Minute (GPM). GPM is a term that is better understood by the general public.

The conversion for CFS to GPM was obtained with an online calculator.

5 gallons per minute for heating use on a dwelling is the current agreed upon amount with IDWR and PHOA, it is referenced on our licenses as such.

Possible Solutions to address current PHOA shortage of Heating use:

1. Lodge relinquish some of their recreation use and PHOA attempts to amend/change our license to define new use.
2. Develop the undeveloped springs that PHOA has a permit for. The volume is unknowns as is the cost and/or feasibility.
3. PHOA relinquishes their recreation use (our pool). We are short 51.7 GPM (Total from Calculations Heating of 348 GPM minus Totals from Licenses Heating of 296.3 GPM = 51.7 GPM)). There is 45 GPM from License 63-31526 for pool but the licenses would need to be changed if possible. If this choice was made, there is a partial heating use included in License 63-12316 for the use of our changing room at the pool.
4. Ignore the situation.

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 30th day of December, 1977, by and between PARADISE RESORT, INC., an Idaho corporation, hereinafter referred to as "Paradise", and GROUSE CREEK CABINS, INC., an Idaho corporation, hereinafter referred to as "Grouse Creek",

W I T N E S S E T H:

Concurrently with the execution of this Agreement, Paradise is selling to Grouse Creek, that certain parcel of land located in Elmore County, Idaho, and more particularly described as follows:

A parcel of land lying in the NW $\frac{1}{4}$ of Section 33, Township Three North, Range 10 East, Boise Meridian, Elmore County, Idaho, and more particularly described as follows:

Beginning at the Southwest corner of the NE $\frac{1}{4}$ of the said Section 33;

Thence South 89°17'35" East 607.15 feet along the Southerly boundary of the said NE $\frac{1}{4}$ of Section 33 to a point of beginning of curve;

Thence Northwesterly along a curve to the right 43.91 feet, said curve having a central angle of 5°32'02", a radius of 454.62 feet, tangents of 21.97 feet and a long chord of 43.89 feet bearing North 57°47'14" West to a point of tangent;

Thence North 55°01'13" West 262.40 feet to a point;

Thence North 53°41'57" West 601.62 feet to a point of curve;

Thence Northwesterly along a curve to the left 137.32 feet, said curve having a central angle of 5°09'11", a radius of 1,526.80 feet, tangents of 68.71 feet and a long chord of 137.27 feet bearing North 56°16'32" West to a point of tangent;

Thence North 58°51'08" West 45.00 feet to a point, also said point being the REAL POINT OF BEGINNING;

Thence continuing North $58^{\circ}51'08''$ West 190.33 feet to a point of curve;

Thence Northwesterly along a curve to the left 192.10 feet, said curve having a central angle of $12^{\circ}21'55''$, a radius of 890.12 feet, tangents of 96.43 feet and a long chord of 191.73 feet bearing North $65^{\circ}02'05''$ West to a point of tangent;

Thence North $71^{\circ}13'03''$ West 147.79 feet to a point of curve;

Thence Northwesterly along a curve to the left 15.87 feet, said curve having a central angle of $1^{\circ}06'30''$, a radius of 820.57 feet, tangents of 7.94 feet and a long chord of 15.87 feet bearing North $71^{\circ}46'18''$ West to a point of ending of curve;

Thence South $17^{\circ}40'27''$ West 150.00 feet to a point of beginning of curve;

Thence Southeasterly along a curve to the right 12.97 feet, said curve having a central angle of $1^{\circ}06'30''$, a radius of 670.54 feet, tangents of 6.49 feet and a long chord of 12.97 feet bearing South $71^{\circ}46'18''$ East to a point of tangent;

Thence South $71^{\circ}13'03''$ East 147.79 feet to a point of curve;

Thence Southeasterly along a curve to the right 159.73 feet, said curve having a central angle of $12^{\circ}21'55''$, a radius of 740.12 feet, tangents of 80.18 feet and a long chord of 159.42 feet bearing South $65^{\circ}02'05''$ East to a point of tangent;

Thence South $58^{\circ}51'08''$ East 190.33 feet to a point;

Thence North $31^{\circ}08'52''$ East 150.00 feet to the point of beginning, containing 1.82 acres, more or less.

As part of the transaction of the sale of said land and in further consideration for such sale, the parties do agree as follows:

1. Paradise has caused to be surveyed seven individual parcels of land within the above-described premises and has caused the corners thereof to be appropriately marked, and

has caused to be prepared a metes and bounds description of each of the seven parcels. Paradise will deliver to Grouse Creek such descriptions, together with the survey and marking of such corners, all at the expense of Paradise.

2. Paradise will cause to be run along the north boundary of the described parcel of land and in or near the right-of-way for Grouse Creek Road, an underground electrical power line sufficient to provide 100 amp minimum power service. This line will be installed without expense to Grouse Creek, but Grouse Creek will be responsible for all other electrical installations, such as meters and service boxes if desired by Grouse Creek.

3. Paradise has constructed and installed a sewer line along the north side of the described parcel of land, which sewer line installation is without expense to Grouse Creek. Grouse Creek agrees that by October 31, 1978, any cabin or dwelling occupied in the above-described parcel of land, must have a toilet connected to the said sewer line and no outdoor privies will be allowed on the above-described premises after that date.

4. Paradise agrees to install a water line, without expense to Grouse Creek, along the north portion of the described premises, which will be in service no later than October 31, 1978. Paradise further agrees to furnish water in said line from its water system, which will be installed in connection with Paradise Inn Subdivision which Paradise is in the process of installing in the same vicinity. The said water line on the property of Grouse Creek will have an outlet on each of the seven described parcels, with a cut-off valve on each such outlet.

5. Paradise further agrees to install a hot water line along the north portion of the described premises, with three

outlets conveniently spaced to provide hot water for the occupants of the seven described parcels of land. The hot water is to be used only for culinary and domestic uses and shall, in no event, be piped into any cabin or dwelling, nor shall the same be used in such a manner that it may run into the sewer line. It is the intent of Paradise, at some time in the future, to make the hot water available to Grouse Creek for the purpose of heating cabins and dwellings; at that time there will be a contract negotiated separately between Paradise and the occupants of such cabins or dwellings.

6. Grouse Creek does hereby grant to Paradise, an easement for the purpose of installing said water lines, sewer line and electrical line upon its property.

7. All hookups of water and sewer from the lines to be installed by Paradise shall be at the expense of Grouse Creek.

8. Grouse Creek agrees to pay to Paradise, the sum of \$7.50 per month for each cabin or dwelling hooked onto the water and sewer line. The sum of \$7.50 per month will be in effect for the first year of the operation of the service and may be adjusted from time to time to reflect maintenance and operation costs. The monthly charges shall be on the same basis as the monthly charges for Paradise Inn Subdivision, but in no event and at no time shall the monthly charges be greater than those charged by the City of Glens Ferry, Idaho, for sewer and water service to the residents of such city.

9. It is agreed that the sewer and water service shall be used and charged on the basis of six months out of each year for each cabin or dwelling service, unless Grouse Creek shall request more than six months for any such cabin or dwelling, in which event the charge shall be for 12 months for such cabin or dwelling. The total amount of such monthly charges shall

be paid on or before October 31 of each year, and in the event the payment is not made on or before said date, Paradise shall have the right to terminate such service until payment is made.

10. All water and sewer hookups from cabins or dwellings to the water and sewer lines shall be done at the expense of Grouse Creek and under the supervision of Paradise.

11. It is understood and agreed that the monthly service charges as above set forth are for the maintenance of the water source and the sewage disposal system of Paradise, and Paradise shall not be responsible for the maintenance of the water line and sewer line on the premises of Grouse Creek.

12. It is understood and agreed that Paradise is operating a public swimming pool and restaurant and is renting rooms and spaces for campers. Grouse Creek agrees not to engage in any activities in competition with Paradise, and further agrees that there shall be no commercial or industrial activities conducted upon the above-described property.

13. Grouse Creek further agrees that there will be no illegal activities conducted upon said property and that the same shall be used and maintained in such a manner as not to create a nuisance, and shall at all times be kept in a clean and presentable condition.

14. It is understood and agreed that the roadway in front of the above-described parcel of land is a Forest Service Road and Paradise is not responsible for its maintenance.

15. The parties further agree that this Contract shall be binding upon the successors and assigns of the parties and further, that the agreements herein contained shall constitute covenants to run with the land and shall be binding on all parties and all persons claiming under then, and for the benefit of and limitation upon all future owners of the above-described property.

IN WITNESS WHEREOF, the parties, being duly authorized by their respective stockholders and board of directors, have executed this Agreement the day and year first above written,

PARADISE RESORT, INC.

BY

Willis M. Carrie
President

ATTEST:

Evelyn L. Carrie
Secretary

GROUSE CREEK CABINS, INC.

BY

Eddie Bostic
President

ATTEST:

Lynn S. Sherman
Secretary

STATE OF IDAHO)
County of Elmore) ss.

On this 29 day of Dec, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIS M. CARRIE and EVELYN L. CARRIE, known to me to be the President and Secretary of Paradise Resort, Inc., and known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same for and on behalf of said Corporation.

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

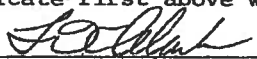
James W. Keith
Notary Public for Idaho
Residing at Mountain Home, Idaho

STATE OF IDAHO)
County of Elmore) ss.

On this 30 day of DEC, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared EDDIE BOSTIC and LYNN SHERMAN, known to me to be the Pre-

sident and Secretary of Grouse Creek Cabins, Inc., and known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same for and on behalf of said Corporation.

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


Notary Public for Idaho
Residing at Shelton, Idaho