Form 42-248/42-1409(6) Rev. 6/22

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
JUN 23 2023
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

DEV

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "*Yes*" in the "*Split?*" column. If the water right is leased to the Water Supply Bank, check "*Yes*". If you are not sure if the water right is leased to the Water Supply Bank, see #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-8379	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Riverland Terrace Nonprofit Water Corporation, an Idaho Nonprofit Corporation
   Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): River Heights Owners Association Inc, an Idaho Nonprofit Corporation
   New owner(s) as listed on the conveyance document Name connector ☐ **and** ☐ **or**

Attn: Wendy Chapman 5660 E. Franklin Rd. Suite 310 — Mailing address
Nampa — City
ID — State
83687 — Zip
Telephone
fortunati.tyler@gmail.com — Email

4. If the water rights and/or adjudication claims were split, how did the division occur?
   ☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
   ☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.

5. Date you acquired the water rights and/or claims listed above: _____.

6. Do you own the land identified as the water right place of use? Yes ☒ No ☐
   - If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.

7. This form must be signed and submitted with the following **REQUIRED** items:
   ☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
   ☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
   ☐ Filing fee (see instructions for further explanation):
     - $25 per *undivided* water right.
     - $100 per *split* water right.
     - No fee is required for pending adjudication claims.
   ☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
   ☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: _____ — Signature of new owner/claimant
   President — Title, if applicable
   6/20/2023 — Date
   Tyler Fortunati — Print name

   Signature: _____ — Signature of new owner/claimant
   Treasurer — Title, if applicable
   6/20/2023 — Date
   Olivia McGregor — Print name

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JUL 27 2023

For IDWR Office Use Only:

Receipted by DL Date 6/23/23 Receipt No. C116618 Receipt Amt. $25

Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐

Name on W-9 _____ Approved by _____ Processed by JMA Date 7/25/23

PioneerTitleCo.
GOING BEYOND

ADA COUNTY RECORDER Trent Tripple
BOISE IDAHO Pgs=2 VICTORIA BAILEY
PIONEER TITLE COMPANY OF ADA COUNTY

2023-035840
06/22/2023 02:39 PM
$15.00

1211 W Myrtle Street, Plaza II Suite 100
Boise, ID 83702

ELECTRONICALLY RECORDED-DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT

File No. 821594 JS/TS

CORPORATE WARRANTY DEED

FOR VALUE RECEIVED,

Riverland Terrace Nonprofit Water Corporation, an Idaho nonprofit corporation

a corporation duly organized and existing under the laws of the State of IDAHO, Grantor, does hereby Grant, Bargain, Sell and Convey unto

River Heights Owners Association Inc., an Idaho Nonprofit Corporation

Grantee, whose address is: Attn: Wendy Chapman 5660 E. Franklin Rd. Suite 310 Nampa, ID 83687, the following described real estate, to-wit:

Lot 65 in Block 4 of RIVERHEIGHTS SUBDIVISION No. 5, according to the plat thereof, filed in Book 106 of Plats at Page(s) 14510-14513, amended by Affidavit recorded March 6, 2015 as Instrument No. 2015-017952, records of Ada County, Idaho.

SUBJECT TO easements, restrictions, and rights of way of record and together with **Water Right No. 63-8379** Grantor further warrants to Grantee, in addition to those statutory warrantees already provided for by Idaho Code § 55-612, title against any and all claims of third parties.

SUBJECT TO current years taxes, irrigation district assessment, public utility easements, subdivision, restrictions, U.S. patent reservations, easements of record and easements visible upon the said premises.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, his heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that they are free from all encumbrances and that it will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors has caused its corporate name to be hereunto subscribed by its officers this November 18, 2022.

Riverland Terrace Nonprofit Water Corporation,
an Idaho Nonprofit Corporation

By: _____
Eric Wilson, President

SCANNED
JUL 27 2023

State of IDAHO, County of ADA

This record was acknowledged before me on June 22, 2023 by Eric Wilson, as President of Riverland Terrace Nonprofit Water Corporation, an Idaho Nonprofit Corporaiton.

Signature of notary public
Commission Expires:

JOSH STAFFORD
COMMISSION #32148
NOTARY PUBLIC
STATE OF IDAHO

JOSH STAFFORD
Residing in: Boise, ID
Commission Expires: 06/15/2029

SCANNED
JUL 27 2023

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

TRANSFER OF WATER RIGHT
TRANSFER NO. 87371

This is to certify that: RIVER HEIGHTS OWNERS ASSN INC
ATTN WENDY CHAPMAN
NORTHERN STAR HOA MANAGEMENT
5660 E FRANKLIN RD STE 330
NAMPA, ID 83687-8173

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. A summary of the changes is also listed below. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Changes

Water Right	Origin/Basis	Priority Date	Diversion Rate	Diversion Volume	Acre Limit	Total Acres	Source
63-8379	WR/DECREED	11/17/1976	0.600 cfs	34.8 af	N/A	N/A	GROUND WATER

Purpose of Transfer (Changes Proposed)

Current Number	Split	POD	POU	Add POD	Period of Use	Nature of Use
63-8379	YES	YES	YES	NO	NO	NO

Summary Of Water Rights After the Approved Change

Existing Right	New No. (Changed Portion)	Transfer Rate	Transfer Volume	Acre Limit	Total Acres	New No. (remaining portion)	Remaining Rate	Remaining Volume	Remaining Acre Limit	Remaining Total Acres
63-8379	63-35397	0.300 cfs	17.4 af	N/A	N/A	63-35397	0.120 cfs	17.4 af	N/A	3.9
COMBINED TOTALS		**0.300 cfs**	**17.4 af**	**N/A**	**N/A**		**0.120 cfs**	**17.4 af**	**N/A**	**3.9**

This water right(s) is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources. Detailed Water Right Description(s) attached.

Dated this 26th day of May, 2023

SCOTT STORMS, Water Rights Supervisor

SUPPORT DATA
IN FILE # 63-8379

Transfer No. 87371

SCANNED
JUN 02 2023

WATER RIGHT NO. 63-8379

As Modified by Transfer No. 87371

In accordance with the approval of Transfer No. 87371, Water Right No. 63-8379 is now described as follows:

Right Holder: RIVERLAND TERRACE NONPROFIT WATER CORP
2006 S EAGLE RD
MERIDIAN, ID 83642

Priority Date: 11/17/1976

Source: GROUND WATER

BENEFICIAL USE	From		To	Diversion Rate	Diversion Volume
DOMESTIC	01/01	to	12/31	0.300 cfs	17.4 af
				0.300 cfs	17.4 af

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER L1 (SESW) Sec 28 Twp 03N Rge 03E ADA County

PLACE OF USE: DOMESTIC

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
03N	03E	33		X															
				L 4															

CONDITIONS OF APPROVAL

1. Domestic use is for 29 homes and does not include lawn, garden, landscape, or other types of irrigation.
2. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
3. The point of diversion identified in this right is located within the boundaries of the Boise Front Low Temperature Geothermal Resource Groundwater Management Area. The well driller shall monitor water temperatures while drilling the well. If water with a temperature greater than 85 degrees Fahrenheit is encountered by the driller, drilling must immediately cease, and the Department must be notified. Drilling shall not resume until the Department has reviewed the drilling conditions, and established standards for construction with the driller.
4. Point of diversion is located within Lot 65, Blk. 4, River Heights Subdivision.
5. Place of use is located within the Riverland Terrace Subdivision.

SCANNED
JUN 0 2 2023

WATER RIGHT NO. 63-8379

As Modified by Transfer No. 87371

CONDITIONS OF APPROVAL

6. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.

7. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

8. Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 02/16/2007.

SCANNED
JUN 0 2 2023

WATER RIGHT NO. 63-35397

As Modified by Transfer No. 87371

In accordance with the approval of Transfer No. 87371, Water Right No. 63-35397 is now described as follows:

Right Holder: RIVERLAND TERRACE NONPROFIT WATER CORP
2006 S EAGLE RD
MERIDIAN, ID 83642

Priority Date: 11/17/1976

Source: GROUND WATER

BENEFICIAL USE	From	To	Diversion Rate	Diversion Volume
IRRIGATION	03/01	to 11/15	0.120 cfs	17.4 af
			0.120 cfs	17.4 af

LOCATION OF POINT(S) OF DIVERSION

GROUND WATER L1 (SESW) Sec 28 Twp 03N Rge 03E ADA County

PLACE OF USE: IRRIGATION

			NE				NW				SW				SE				
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals
03N	03E	28										0.5	0.2	0.8			0.4	0.1	2.0
													L 2	L 1					
03N	03E	33	1.9																1.9

POU Total Acres: 3.9

CONDITIONS OF APPROVAL

1. This right when combined with all other rights shall provide no more than 0.03 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation of the place of use.
2. After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
3. The point of diversion identified in this right is located within the boundaries of the Boise Front Low Temperature Geothermal Resource Groundwater Management Area. The well driller shall monitor water temperatures while drilling the well. If water with a temperature greater than 85 degrees Fahrenheit is encountered by the driller, drilling must immediately cease, and the Department must be notified. Drilling shall not resume until the Department has reviewed the drilling conditions, and established standards for construction with the driller.
4. Point of diversion is located within Lot 65, Blk. 4, River Heights Subdivision.

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JUN 0 2 2023

WATER RIGHT NO. 63-35397

As Modified by Transfer No. 87371

CONDITIONS OF APPROVAL

5. Place of use is located within the River Heights Subdivision.

6. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

7. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

8. Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 02/16/2007.

SCANNED
JUN 0 2 2023

State of Idaho
Department of Water Resources

Attachment to Transfer No. 87371

Water Rights: 63-8379

This map depicts the DOMESTIC place of use boundary for the water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



- Point of Diversion
- Place of Use
- Townships
- PLS Sections
- Quarter Quarters

0 0.075 0.15 0.3 Miles

N

SCANNED
JUN 0 2 2023

State of Idaho
Department of Water Resources

Attachment to Transfer No. 87371

Water Rights: 63-35397

This map depicts the IRRIGATION place of use boundary for the water right at the time of this approval and is attached to the approval document solely for illustrative purposes.



- Point of Diversion
- Place of Use
- Townships
- PLS Sections
- Quarter Quarters

0 0.075 0.15 0.3 Miles

N

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DEPARTMENT OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 87371

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

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DEC 22 2022
WATER RESOURCES
WESTERN REGION

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at idwr.idaho.gov.

Name of Applicant(s) River Heights Owners Association Inc.

Check whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.

Yes N/A * Means the item is always required and must be included with the application.

- ☑ * Completed Application for Transfer of Water Right form, Part1.
- ☑ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☑ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☐ ☑ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☑ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☑ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☑ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☐ ☑ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☐ ☑ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s).** ** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☑ ☐ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☑ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☑ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at https://idwr.idaho.gov/water-rights/transfers/resources/.
- ☐ ☑ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☑ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☑ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☑ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☑ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☑ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☑ ☐ #10 Other. Please describe: Well report for proposed point of diversion

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant(s) River Heights Owners Association Inc. Phone 208-939-8489

Mailing address Attn: Wendy Chapman, Northern Star HOA Management Email wendy@northernstarhoa.com
5660 E Franklin Rd, Ste 330, Nampa, ID 83687

☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.

☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.

☑ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.

☑ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative HDR Inc. Phone 208-387-7000

Mailing address 412 E Parkcenter Blvd, Ste 100, Boise ID 83706 Email lori.graves@hdronc.com

☐ Send all correspondence for this application to the representative and not to the applicant.
OR
☑ Send original correspondence to the applicant and copies to the representative.

☑ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). 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.

Tyler Fortunati — Tyler Fortunati, President — 12/16/2022
Signature of Applicant or Authorized Representative — Print Name and Title if applicable — Date

Signature of Applicant or Authorized Representative — Print Name and Title if applicable — Date

A. PURPOSE OF TRANSFER

1. ☑ Change point of diversion ☐ Add diversion point(s) ☑ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part1A.2**.

3. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part1A.3**.

Applicants have entered into a purchase agreement for a neighboring water right and propose changing the POU from Riverland Terrace Sub to Riverland Heights Sub. One of the authorized wells will continue to be used; the other has been abandoned. Upon transfer approval, a deed for the water right will be executed and an ownership change notice will be filed.

See Part1A.3 for additional information.

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WATER RESOURCES
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Transfer Part 1A.3 Continued:

River Heights subdivision currently uses Veolia municipal water for all potable and non-potable supply. The total subdivision common areas consist of 3.0 acres of turf irrigation and 2.3 acres of xeriscape. River Heights Owners Association (RHOA) is seeking a way to lower annual costs associated with irrigating common areas within the subdivision.

River Heights subdivision surrounds an older subdivision called Riverland Terrace that has appurtenant water right 63-8379 authorizing diversion from two wells for domestic uses associated with 29 homes. One well is located in S33 (Riverland Terrace) and one well is located in S28 (River Heights). Only the S28 well is used; Riverland Terrace has abandoned the well in S33. As of November 11, 2020, Riverland Terrace converted to Veolia municipal water for all domestic uses. Rather than abandoning the well and water right, Riverland Terrace wishes to sell the water right and S28 well/well lot to RHOA.

After consulting the Department, IDWR confirmed they would consider that every acre of domestic landscaping historically irrigated in Riverland Terrace could be eligible for transfer to River Heights for equivalent irrigation. Using GIS tools and a 2018 Google Earth imagery, approximately 3.9 acres of irrigated area within Riverland Terrace appear available for transfer. Using the same tools and 2019 imagery, approximately 2.6 acres of turf irrigation and 2.3 acres of xeriscape area were calculated in River Heights. Since xeriscape uses very little water, proposed landscape domestic use within River Heights is anticipated to be less than historical landscape domestic use within Riverland Terrace.

GIS shape files for the current and proposed irrigated areas shown in Transfer Attachment 7A & & 7B can be provided to IDWR upon request.

Requested Revisions - 4/5/2023:

The transfer application was submitted to IDWR 12/20/2022. Upon Department review, they determined any proposed irrigation more than 3.9 acres, even if xeriscape, constitutes enlargement and will not be approved. As a result, attached is a revised Transfer 7B map showing 3.9 acres proposed irrigation within River Heights Subdivision rather than 5.3 acres as originally proposed. River Height's remaining 1.4 acres of common area will continue to be irrigated with municipal water. As requested, included is Transfer Part 1B.4, page 3, that has been revised accordingly.

The Department also requested determination of what will happen to the in-home portion of the water right. As stated in the transfer application (page 2), "Upon transfer approval, a deed for the water right will be executed and an ownership change notice will be filed by the applicants." Applicants assume water right 63-8379 will be split with the non-potable half representing common area irrigation at River Heights and the potable half remaining unused at Riverland Terrace, but in applicant's name. As indicated above, the water right (potable and non-potable uses) was last beneficially used November 11, 2020. Consequently, applicants have time to either market or bank the potable portion of water right 63-8379 before the forfeiture clock expires.

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Transfer Part 1A.3 Continued:

River Heights subdivision currently uses Violia municipal water for all potable and non-potable supply. The total subdivision common areas consist of 3.0 acres of turf irrigation and 2.3 acres of xeriscape. River Heights Owners Association (RHOA) is seeking a way to lower annual costs associated with irrigating common areas within the subdivision.

River Heights subdivision surrounds an older subdivision called Riverland Terrace that has appurtenant water right 63-8379 authorizing diversion from two wells for domestic uses associated with 29 homes. One well is located in S33 (Riverland Terrace) and one well is located in S28 (River Heights). Only the S28 well is used; Riverland Terrace has abandoned the well in S33. As of November 11, 2020, Riverland Terrace converted to Veolia municipal water for all domestic uses. Rather than abandoning the well and water right, Riverland Terrace wishes to sell the water right and S28 well/well lot to RHOA.

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GIS shape files for the current and proposed irrigated areas shown in Transfer Attachment 7A & & 7B can be provided to IDWR upon request.

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Rev. 07/18

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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APR 05 2023
AMENDED
WATER RESOURCES
WESTERN REGION

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1. All	Part	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use		Source & Tributary
☑	☐	63-8379	0.6/34.8	Domestic	1/1	to 12/31	Ground Water
☐	☐					to	
☐	☐					to	
☐	☐					to	
☐	☐					to	
☐	☐					to	
☐	☐					to	
☐	☐					to	
☐	☐					to	

Total authorized under rights 0.6 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.6 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
no	1		SE	SW	28	3N	3E	Ada	Ground Water	Attachment 10

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.) Revised 4/5/2023 Lori Graves

☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
3N	3E	28										D-0.5	D-0.2	D-0.8			D-0.4	D-0.1	2.0
													L2	L1					1.9
		33	D-1.9																

Total Acres (for irrigation use) 3.9

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APR 14 2023

Rev. 07/18

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1. All	Part	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use		Source & Tributary
☑	☐	63-8379	0.6/34.8	Domestic	1/1	to 12/31	Ground Water
☐	☐					to	
☐	☐					to	
☐	☐					to	
☐	☐					to	
☐	☐					to	
☐	☐					to	
☐	☐					to	
☐	☐					to	

Total authorized under rights 0.6 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.6 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
no	1		SE	SW	28	3N	3E	Ada	Ground Water	Attachment 10

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

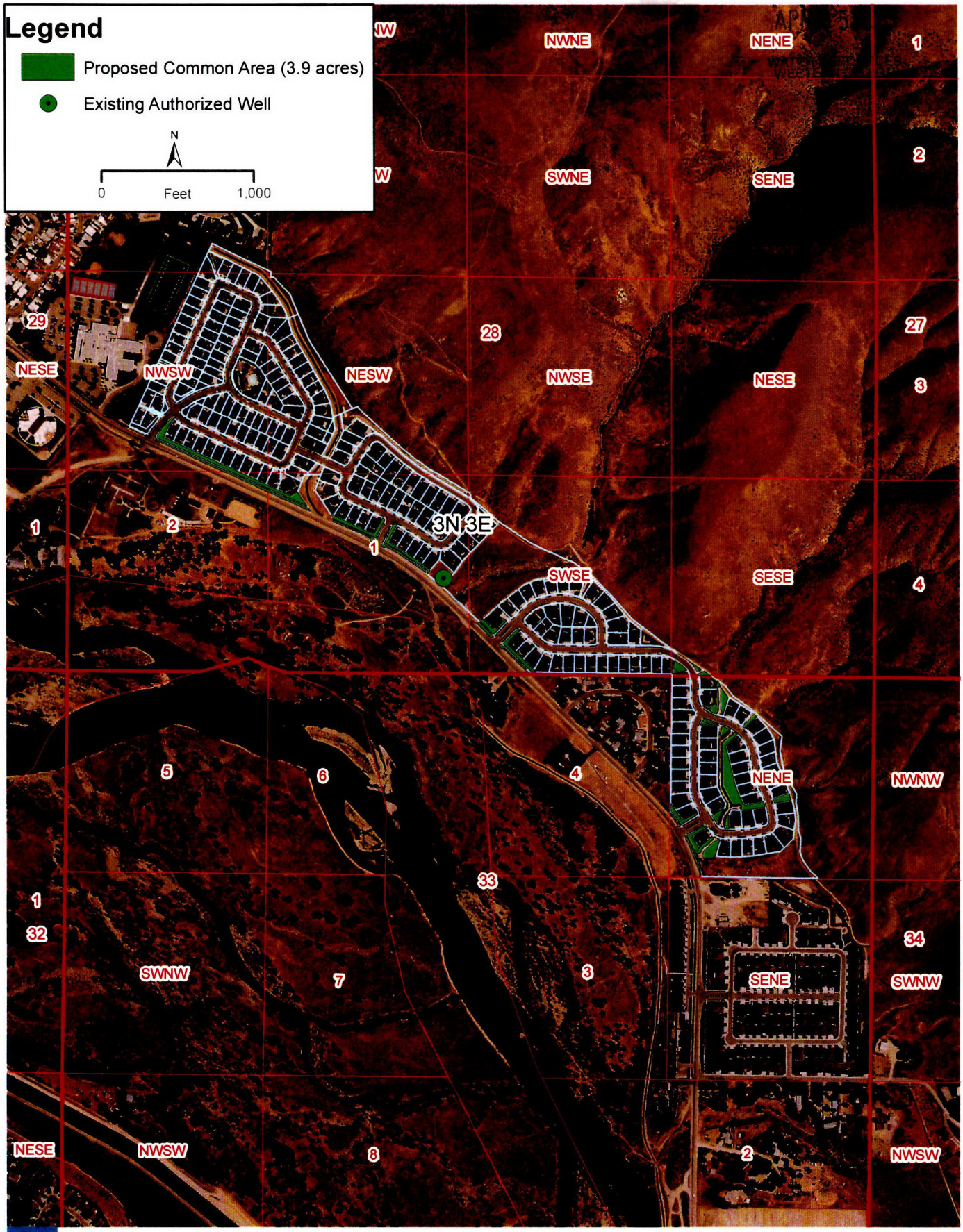
☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
3N	3E	28							D		D	D	D	D			D	D	
													L2	L1					
		33	D																

Total Acres (for irrigation use)

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RECEIVED



HDR

DATA SOURCE: Ada NAIP 2019

TRANSFER ATTACHMENT 7B (REVISED)

RIVER HEIGHTS OWNERS ASSOCIATION INC.

WATER RIGHT 63-8379 (PROPOSED)

PROJECT #10360345

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PATH: S:\PROJECTS\M THRU R PROJECTS\R PROJECTS\RIVER HEIGHTS OA_1602\0010_RIVER HEIGHTS\PROJECT\GIS\ARCMAP_PROJECTS\XFR MAP 7B V2.MXD - USER: LGRAVES - DATE: 4/5/2023

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:
Existing well, pump and pressurized system. Measuring device and lockable controlling works will be accommodated upon Department request.

b. Who owns the property at the point(s) of diversion? Riverland Terrace Nonprofit Water Corp
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
See attached purchase agreement

c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?
If yes, ☐ complete Attachment WSB.

e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
Historical domestic irrigation developed under water right 63-8379 will be irrigated with municipal water. The well in S33 has been abandoned and is no longer used.

f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:
Violia municipal water

g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

☐ ☑ undergone a period of five or more consecutive years of non-use,
☐ ☑ currently leased to the Water Supply Bank,
☐ ☑ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☑ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

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IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A

Current Water Right No.: 63-8379

Current Owner: RIVERLAND TERRACE NONPROFIT WATER CORP

Priority Date: 11/17/1976

Origin: Water Right

Status: Active

Basis: Decreed

Source	Tributary
GROUND WATER	

Beneficial Use	From To	Diversion Rate	Annual Volume
DOMESTIC	01/01 to 12/31	0.6 CFS	34.8 AF
	Total Diversion	0.6 CFS	34.8 AF

Location of Point(s) of Diversion

GROUND WATER ADA County	L4(NW1/4NE1/4)	Sec. 33,	Twp 03N,	Rge 03E B.M.
GROUND WATER ADA County	L1(SE1/4SW1/4)	Sec. 28,	Twp 03N,	Rge 03E B.M.

Place of Use

DOMESTIC Within ADA County

T03N R03E S33 Lot 4 NWNE

Conditions of Approval:

1. J01 PROPERTY IS ALSO KNOWN AS RIVERLAND TERRACE SUBDIVISION.
2. THE TWO POINTS OF DIVERSION ARE LOCATED ON PARCEL NOS. S50928314900 AND R7475500086.
3. X01 Domestic use is for 29 homes.
4. C18 This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

Decreed Date: 2/16/2007

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2

A. DESCRIPTION OF RIGHT(S) AS RECORDED

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ idwr.idaho.gov, Water Right Transfers, Step 1.
Insert Part 2A reports into the application following Part 1.

B. IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

☐ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ idwr.idaho.gov, Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

Right Number: ________________

1. amount__________________(cfs/ac-ft) for_____________________________purposes from____________to____________
   amount__________________(cfs/ac-ft) for_____________________________purposes from____________to____________
   amount__________________(cfs/ac-ft) for_____________________________purposes from____________to____________
   amount__________________(cfs/ac-ft) for_____________________________purposes from____________to____________
   amount__________________(cfs/ac-ft) for_____________________________purposes from____________to____________
   amount__________________(cfs/ac-ft) for_____________________________purposes from____________to____________
   amount__________________(cfs/ac-ft) for_____________________________purposes from____________to____________
   amount__________________(cfs/ac-ft) for_____________________________purposes from____________to ____________
2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

Total Acres (for Irrigation use) ______

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

☒ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.

☒ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b.**

If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

If any part of the irrigation water right is leased to the Water Supply Bank, you must also specify the location and number of acres that will remain idled for the duration of the lease contract at the new, proposed place of use.

B. CHANGES IN NATURE OF USE (Water Balance)

☐ If you propose to change the nature of use or period of use of all or part of the rights(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above:

FOR DEPARTMENT USE ONLY

Transfer contains_____ pages and_____ attachments.

Received by KM Date 12-20-22 Preliminary check by AB Date 12/28/22

Fee paid 500. Date 12-20-22 Receipted by KM Receipt # C114923

Add'l fee paid_____ Date_____ Receipted by_____ Receipt #_____

Check all that apply: Attachment WSB ☐ (copy sent to state office) Lessor Designation form ☐ &/or W-9 ☐ (originals to state office)

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PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "**Agreement**") is entered into this 15 day of November, 2022, but made effective as of the Effective Date (defined later), by and between RIVERLAND TERRACE NONPROFIT WATER CORPORATION, an Idaho Nonprofit Corporation (hereinafter "**Seller**") and RIVER HEIGHTS OWNERS ASSOCIATION INC., an Idaho Nonprofit Corporation (hereinafter "**Buyer**") (each a "**Party**", and collectively, the "**Parties**").

RECITALS

WHEREAS, Seller is the owner of that certain real property located in Ada County, Idaho, commonly known as 6382 E. Warm Springs Ave, Boise, Idaho 83716, and more legally described as:

> **Lot 65, Block 4, of RIVERHEIGHTS SUBDIVISION NO. 5, according to the official plat thereof, filed in Book 106 of Plats, at Pages 14510 through 14513, Instrument No. 113114473, records of Ada County, Idaho**

(the "**Property**");

WHEREEAS, Seller is the owner of that certain water right, Idaho Department of Water Resources, Water Right No. 63-8379 ("**Water Rights**");

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer the Property and the Water Rights; and

NOW, THEREFORE, in consideration of the covenants contained herein, Buyer and Seller hereby agree as follows:

AGREEMENT

1. Property. Seller agrees to convey to Buyer the Real Property together with all improvements, rights, benefits, easements, rights of way, Water Rights, the well and all pumps, piping and fixtures associated therewith, and appurtenances thereto (collectively, the "**Property**"), by warranty deed ("**Deed**"), subject only to any conditions in this Agreement, if any.

2. Consideration. The consideration for the conveyance of the Property shall be as follows:

2.1 *Purchase Price*. The "**Purchase Price**" shall be Twenty-Five Thousand and 00/100 dollars ($25,000.00).

2.2 *Earnest Money*. Seller requests $5,000 for earnest money.

2.3 *Balance of Purchase Price at Closing*. The full balance of the Purchase Price shall be payable to Seller at Closing by wire transfer or cashier's check.

3. Escrow. Within ten (10) business days of the Effective Date, Buyer and Seller shall open an escrow with Pioneer Title (the "**Title Company**"), by depositing with Title Company an executed copy of this Agreement. This Agreement, together with other written instructions as will be provided by Buyer and Seller to Title Company, shall constitute its escrow instructions to the Title Company. The Title Commitment (defined later) shall be issued by Title Company, including copies of all documents listed as exceptions on the Title Commitment.

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4. Effective Date. The "**Effective Date**" shall be deemed the date when a fully executed copy of this Agreement is deposited with Title Company as evidenced by the date inserted by Title Company beneath its signature of receipt, which, for this Agreement to remain in force and effect shall in no event occur later than ten (10) calendar days after mutual execution hereof.

5. Conditions to Closing. The Closing of this transaction shall be subject to the following conditions precedent:

5.1 *Title Commitment, Review, and Insurance*. Seller will obtain and deliver to Buyer within fifteen (15) days after the Effective Date a commitment for a Standard Coverage Owner's Policy of Title Insurance ("**Title Commitment**") in the full amount of the Purchase Price, issued by Title Company, setting forth the status of title to the Real Property including all exceptions, easements, restrictions, rights-of-way, covenants, reservations and other conditions or encumbrances affecting the Real Property, together with legible copies of all recorded documents constituting such exceptions. Buyer shall have fifteen (15) days to review the Title Commitment and exceptions, during which time the Buyer may terminate this Agreement by providing written notice to the Seller. The Parties may elect by mutual agreement in writing to cure any title exceptions or defects and proceed with the sale.

5.2 *Administrative Transfer of Water Rights*. Closing of the sale is contingent upon successful administrative transfer of the Water Rights, in full, to Buyer for use as irrigation water within the River Heights Subdivision or such other boundaries as Buyer may, in its sole discretion, designate. Buyer may extend the date for Closing, per Section 7, an additional ninety (90) days, if administrative approval by the Idaho Department of Water Resources is still pending or under appeal.

5.3 *Conservation Easement*. Closing of the sale is contingent upon a conservation easement being fully executed, the language of which must be approved in writing by the Buyer, at least one day prior to the closing between Seller and Idaho Foundation for Parks and Lands. Seller may extend closing, per Section 7, an addition ninety (90) days, if said easement is not fully executed.

6. Assignment. Either Party may assign their interest in this Agreement only with the prior written consent of the other Party.

7. Closing. Closing shall be completed within forty five (45) days of the Effective Date. At Closing, the Parties shall deposit with the Title Company the Closing Documents (as that term is defined below) and the Title Company shall close the transaction by recording the Deed and releasing the Purchase Price and the Closing Documents to the proper Parties.

8. Closing Documents. The following documents shall be delivered at Closing ("**Closing Documents**"):

8.1 *Deed*. Seller shall deliver the Deed, which shall be a Warranty Deed in substantially the same form as Exhibit "A" attached hereto, executed and acknowledged by Seller, conveying to Buyer good and marketable fee simple absolute title to the Real Property free and clear of all restrictions, easements, liens, assessments, tenancies, (whether recorded or unrecorded) and other encumbrances, excepting those items disclosed in the Title Commitment and the restrictions created in the Deed.

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8.2 *Title Policy*. Seller shall pay for a Standard Coverage Owner's Title Insurance Policy issued by Title Company. The policy shall be in the amount of the Purchase Price, subject to the terms of this Agreement, and shall guarantee that Buyer's title to the Real Property is good and indefeasible. Buyer may elect, at its sole cost, to obtain extended title coverage and any additional endorsements.

9. Closing Costs. Closing costs and prorations shall be prorated as follows:

9.1 *Taxes and Utilities*. Any and all taxes, assessments, fees, charges, and utilities pertaining to the Property and/or the use thereof shall be prorated to the date of Closing. If the current year's taxes and assessments are not known as of the date of Closing, the proration shall be based upon the previous year's taxes.

9.2 *Fees, Title Insurance, and Legal Review*. Any escrow fee charged by Title Company shall be shared equally by Seller and Buyer. Buyer shall pay for the Standard Coverage Owner's Title Insurance Policy. Each Party will pay its own attorney's fees. Buyer shall pay the cost of recording the Deed. Buyer was represented by Patrick J. Galloway of Smith Knowles, P.C. Seller was represented by Candice M. McHugh of McHugh Bromley. (*If left blank, Seller expressly acknowledges that it was provided adequate time to seek review and knowingly chose to forgo legal representation.*)

9.3 *Other*. All other bills or charges including other recording fees shall be paid by buyer. Notwithstanding the foregoing, any state or local documentary stamps, transfer taxes or fees pertaining to the Property as of the date of Closing shall be borne by Seller.

10. Possession. Possession of the Real Property shall be delivered to Buyer on the date of Closing and, except as set forth in Section 11, the Real Property shall be delivered to Buyer "AS-IS" with all existing improvements thereon.

11. Seller Warranties. Seller makes the following representations, warranties and covenants as of the date of this Agreement and as of the date of Closing.

11.1 *Authority*. All agreements, instruments and documents in this Agreement provided to be caused to be executed by Seller are and on the Closing will be duly authorized, executed and delivered by and binding upon the party to execute the same. Seller has the legal capacity and authority to enter into this Agreement and consummate the transactions in this Agreement provided without the consent or joinder of any other party. Neither the execution, delivery, and performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Seller.

11.2 *Title*. Seller owns and will deliver at Closing good and marketable fee simple absolute title to the Real Property and is fully authorized to convey the Real Property pursuant to this Agreement.

11.3 *No Proceedings*. To the best of Seller's knowledge, as of the date of this Agreement, there is no pending or threatened condemnation or similar proceedings or assessments affecting the Real Property, and no action, suit, proceeding or claim affecting Seller or the Property.

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11.4 *Existing Leases*. There are no existing leases affecting the Property and, between the date of this Agreement and Closing, Seller shall not enter into any agreement which would materially interfere with Buyer's ability to improve the Property.

11.5 *No Contracts*. Seller has not and will not enter into any written contracts, agreements, or listings, or be a party to any oral understandings or agreements affecting the Real Property, which may become binding upon Buyer, except as may be reflected by recorded documents.

11.6 *Compliance with Laws*. To the best knowledge of Seller, Seller has complied with all applicable laws, ordinances, regulations, statutes and rules relating to the Real Property. Performance of this Agreement will not result in any breach of, or constitute any default under, or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property might be bound.

11.7 *Not Foreign Person*. Seller is not a "foreign person" as that term is used and defined in the Internal Revenue Code, Section 1445, as the same may be amended. Seller also agrees that Seller as transferor will indemnify Buyer as transferee and agrees to hold Buyer harmless from any liability or cost which Buyer may incur as a result of: (i) Seller's failure to pay any U.S. federal income tax which Seller is required to pay under applicable U. S. law, or (ii) any false or misleading statement contained in the non-foreign affidavit. This provision shall survive the Closing.

11.8 *No Environmental Violations or Undisclosed Conditions*. Seller has no knowledge of any of the following:

(i) The Property having been the site of any activity which would violate any past or present ordinances, rules, regulations or laws of any federal, state or local governmental body or agency, including without limitation any environmental law.

(ii) The handling, storage, treatment or disposal on, in or about the Property of any hazardous, toxic or infectious substances, materials or wastes, solid waste, toxic chemicals, or any other material regulated pursuant to any law meant for the protection of health, safety or the environment, any other environmental contaminants have been handled, stored, treated or disposed of on the Property, or the contamination of the Property by any such substances, wastes, chemicals or contaminants.

(iii) The Property being listed on the National Priorities List ("NPL") of sites that appear to present a significant risk to public health, welfare or the environment or a similar state list, or the Property having received any attention from state or federal authorities in connection with any evaluation for possible NPL or other similar listing, or that any property adjoining the Property ever having been listed or evaluated for listing on the NPL or similar state list.

(iv) Any adjacent property being used, or ever having been used, for the handling, storage, treatment or disposal of hazardous, toxic or infectious substances, materials or waste, solid waste, toxic chemicals, and other environmental contaminants, or any other material regulated pursuant to any law meant for the protection of health, safety or the environment.

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(v) That the Property being or having been a wetland under any environmental law, including, but not limited to, Section 404 of the Clean Water Act.

11.9 *Conflict*. To Seller's knowledge, neither the execution and delivery of this Agreement and documents referenced in this Agreement, nor the incurrence of the obligations set forth in this Agreement, nor the consummation of the transactions contemplated in this Agreement, nor compliance with the terms of this Agreement and the documents referenced in this Agreement materially conflicts with or results in the material breach of any terms, conditions or provisions of, or constitutes a default under, any bond, note, or other evidence of indebtedness, or of any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreements or instruments affecting the Property or to which Seller is a party.

12. Buyer's Warranties. Buyer makes the following representations and warranties as of the date of this Agreement and, except as otherwise set forth herein, as of the date of Closing, and such warranties and covenants shall survive the Closing for a period of one (1) year and shall be enforceable by Seller and its successors and assigns:

12.1 *Authority*. All agreements, instruments and documents in this Agreement provided to be caused to be executed by Buyer are and on the Closing will be duly authorized, executed and delivered by and binding upon the party to execute the same. Buyer has the legal capacity and authority to enter into this Agreement and consummate the transactions in this Agreement provided without the consent or joinder of any other party. Neither the execution, delivery, and performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Buyer to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Buyer.

12.2 *Conflict*. Neither the execution and delivery of this Agreement and documents referenced in this Agreement, nor the incurrence of the obligations set forth in this Agreement, nor the consummation of the transactions contemplated in this Agreement, nor compliance with the terms of this Agreement and the documents referenced in this Agreement materially conflicts with or results in the material breach of any terms, conditions or provisions of, or constitutes a default under, any bond, note, or other evidence of indebtedness, or of any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease or other agreements or instruments affecting the Property or to which Buyer is a party.

12.3 *Diligence*. Buyer's decision to acquire the Property is the result of Buyer's own Due Diligence, investigations and analysis, and, with the exception of the representations and warranties made herein, Buyer is not relying on any statement of Seller in electing to acquire the Property. Buyer has experience in operating properties such as the Property, has had an opportunity to consult, and has consulted, with professionals it deems useful or necessary to evaluate the Property and this Agreement, and is deciding to execute and consummate this transaction based on its own judgment and decision.

13. Notices. Any notice or designation to be given hereunder shall be given by placing the notice or designation in the United States mail, certified or registered, properly stamped and addressed to the address shown below or such other address as the respective Party may direct in writing to the other, by personal delivery to such address by a Party, or by a delivery service which documents

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delivery, facsimile or email, provided that if notice is sent electronically it is followed by sending said notice via another approved method within one (1) business day, and such notice or designation shall be deemed to be received upon such placing in the mails or such delivery:

BUYER: RIVER HEIGHTS OWNERS ASSOCIATION INC.
Attn: Wendy Chapman, Northern Star HOA Management
5660 E Franklin Rd. Suite 310
Nampa, ID 83687

With a copy to:

Attorney Patrick J. Galloway
Smith Knowles, P.C.
2225 Washington Blvd., Suite 200
Ogden, UT 84401

SELLER: RIVERLAND TERRACE NONPROFIT WATER CORPORATION
Joe Mick
1157 N. Summerbrook Ave #110
Meridian, ID 83642

With a copy to:

Eric Wilson
6668 E. Glacier Dr.
Boise, ID 83716

14. Termination or Default by Buyer. Buyer shall only be in default under this Agreement if, after written notice from Seller, Buyer fails to perform any of Buyer's obligations under this Agreement within ten (10) calendar days of receipt of such notice.

15. Termination or Default by Seller. Seller shall only be in default under this Agreement if, after written notice from Buyer, Seller fails to perform any of Seller's obligations under this Agreement within ten (10) calendar days of receipt of such notice.

16. Real Estate Agents and Commissions. Seller and Buyer did not use real estate agents for this transaction, and shall individually bear the cost of any commissions not disclosed herein.

17. Entire Agreement. This Agreement contains the fully integrated agreement between the Parties and no agreement not contained herein that predates the Effective Date shall be recognized by the Parties.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns. Specifically, any successor or assign of Buyer, other than Seller, shall be responsible and obligated to fulfill each and every covenant of Buyer contained in this Agreement.

19. Attorney's Fees and Costs. The prevailing Party in any dispute or controversy relating to this Agreement shall be entitled to recover its attorney fees and costs incurred in regard to such dispute or controversy. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS OF TRIAL BY JURY.

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20. Risk of Loss. Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm or force majeure prior to Closing. If, prior to the Closing, action is initiated or threatened to take any of the Real Property by eminent domain proceedings or by deed in lieu thereof, Buyer may either (a) terminate this Agreement or consummate the Closing, in which event Buyer shall be granted an additional ninety (90) day review period within which to terminate this Agreement by written notice to Seller.

21. Incorporation of Recitals. The Recitals preceding this Agreement are incorporated herein by reference as part of this Agreement.

22. Counterpart Signatures. This Agreement may be executed in any number of counterparts which when combined shall constitute one original. Scanned or electronic signatures shall be accepted as original, with original signatures to be delivered to the Parties as soon as reasonably possible thereafter.

23. Real Estate Agents and Commissions. Seller and Buyer did not use real estate agents for this transaction, and shall individually bear the cost of any commissions not disclosed herein.

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26. Attorney's Fees and Costs. The prevailing Party in any dispute or controversy relating to this Agreement shall be entitled to recover its attorney fees and costs incurred in regard to such dispute or controversy. THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS OF TRIAL BY JURY.

27. Risk of Loss. Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm or force majeure prior to Closing. If, prior to the Closing, action is initiated or threatened to take any of the Real Property by eminent domain proceedings or by deed in lieu thereof, Buyer may either (a) terminate this Agreement or consummate the Closing, in which event Buyer shall be granted an additional ninety (90) day review period within which to terminate this Agreement by written notice to Seller.

28. Incorporation of Recitals. The Recitals preceding this Agreement are incorporated herein by reference as part of this Agreement.

29. Counterpart Signatures. This Agreement may be executed in any number of counterparts which when combined shall constitute one original. Scanned or electronic signatures shall be accepted as original, with original signatures to be delivered to the Parties as soon as reasonably possible thereafter.

30. Survivability. All of the terms and conditions of this Agreement shall survive the closing of the transaction described herein and shall not merge with the Deed, and shall continue in full force

SCANNED

APR 14 2023

and effect as covenants and contractual obligations between the Parties, except as expressly set forth herein.

31. Choice of Law and Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho and venue for any action brought hereunder shall be in Ada County, State of Idaho.

32. Principles of Construction. This Agreement has been negotiated by the Parties and the language hereof will not be construed for or against either Party.

The submission of this Agreement for examination and/or signature does not constitute an offer. This Agreement shall not become effective or binding in any way until executed and delivered by all parties hereto.

IN WITNESS WHEREOF, each of the Parties have executed this Agreement as of the Effective Date.

BUYER:

RIVER HEIGHTS OWNERS ASSOCIATION INC., an Idaho Nonprofit Corporation

By: _____

Print Name: Tyler Fortunati

Its: President Date: 11/15/2022

SELLER:

RIVERLAND TERRACE NONPROFIT WATER CORPORATION, an Idaho Nonprofit Corporation

By: _____

Print Name: Eric Wilson

Its: President Date: 11/15/2022

SCANNED
APR 14 2023

Exhibit "A"
WARRANTY DEED

For value received, RIVERLAND TERRACE NONPROFIT WATER CORPORATION, an Idaho Nonprofit Corporation, GRANTOR, hereby grants, conveys and warrants to RIVER HEIGHTS OWNERS ASSOCIATION INC., an Idaho Nonprofit Corporation, as GRANTEE, the following described property, situated in Ada County, State of Idaho, commonly known as 6382 E. Warm Springs Ave, Boise, Idaho 83716, and more legally described as:

Lot 65, Block 4, of RIVERHIEGHTS SUBDIVISION NO. 5, according to the official plat thereof, filed in Book 106 of Plats, at Pages 14510 through 14513, Instrument No. 113114473, records of Ada County, Idaho

Subject to easements, restrictions, and rights of way of record and together with **Water Right No. 63-8379**. Grantor further warrants to Grantee, in addition to those statutory warrantees already provided for by Idaho Code § 55-612, title against any and all claims of third parties.

WITNESS the hand of said Grantor this _____ day of October, 2021.

RIVERLAND TERRACE NONPROFIT WATER CORPORATION:

By: _____
PRESIDENT

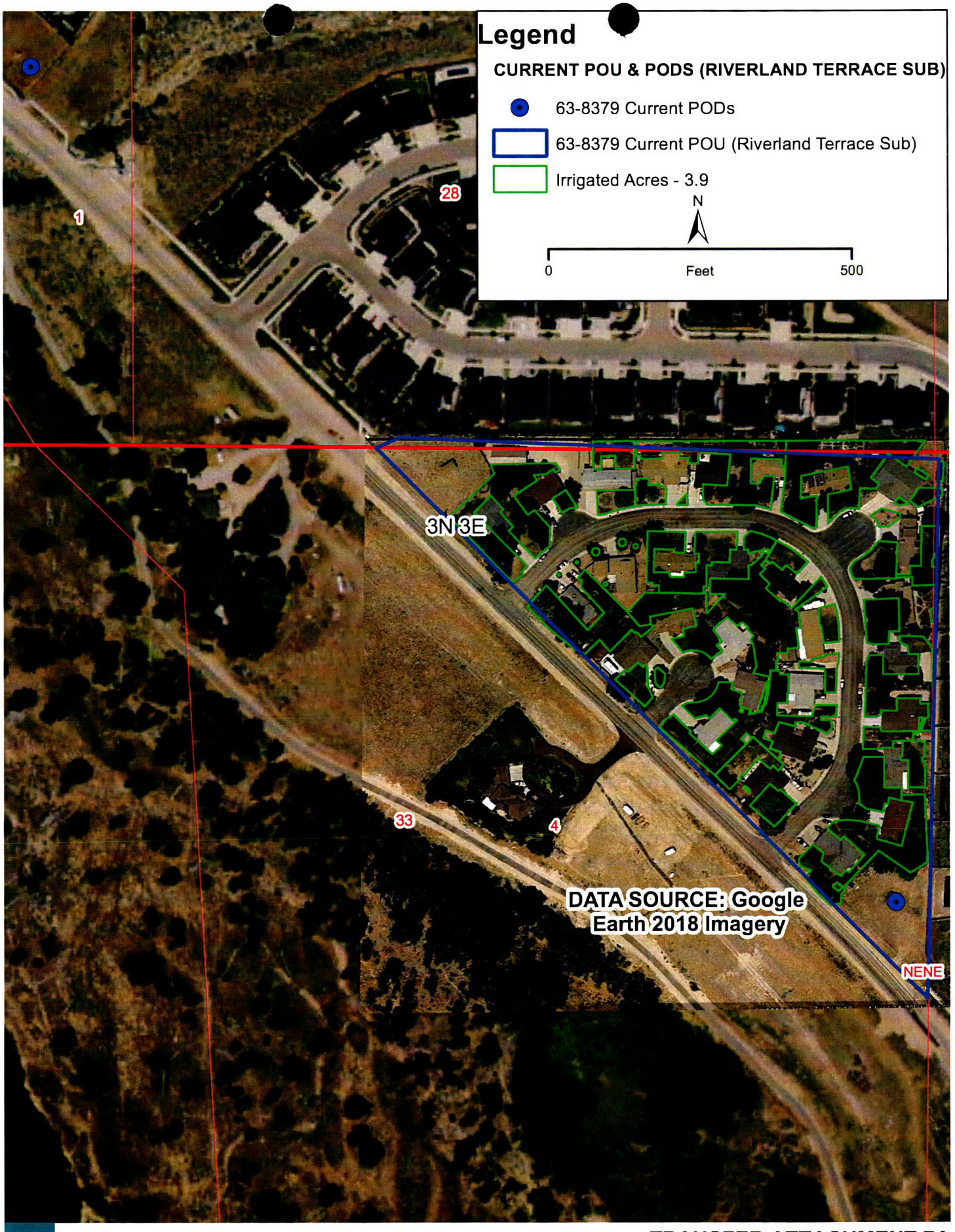
STATE OF IDAHO)
: ss
COUNTY OF ADA)

On the date above written, before me personally appeared (*signor's name*) _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in his capacity as President of Riverland Terrace Nonprofit Water Corporation.

_____
Notary Public
Commission Expires:

SCANNED

APR 14 2023



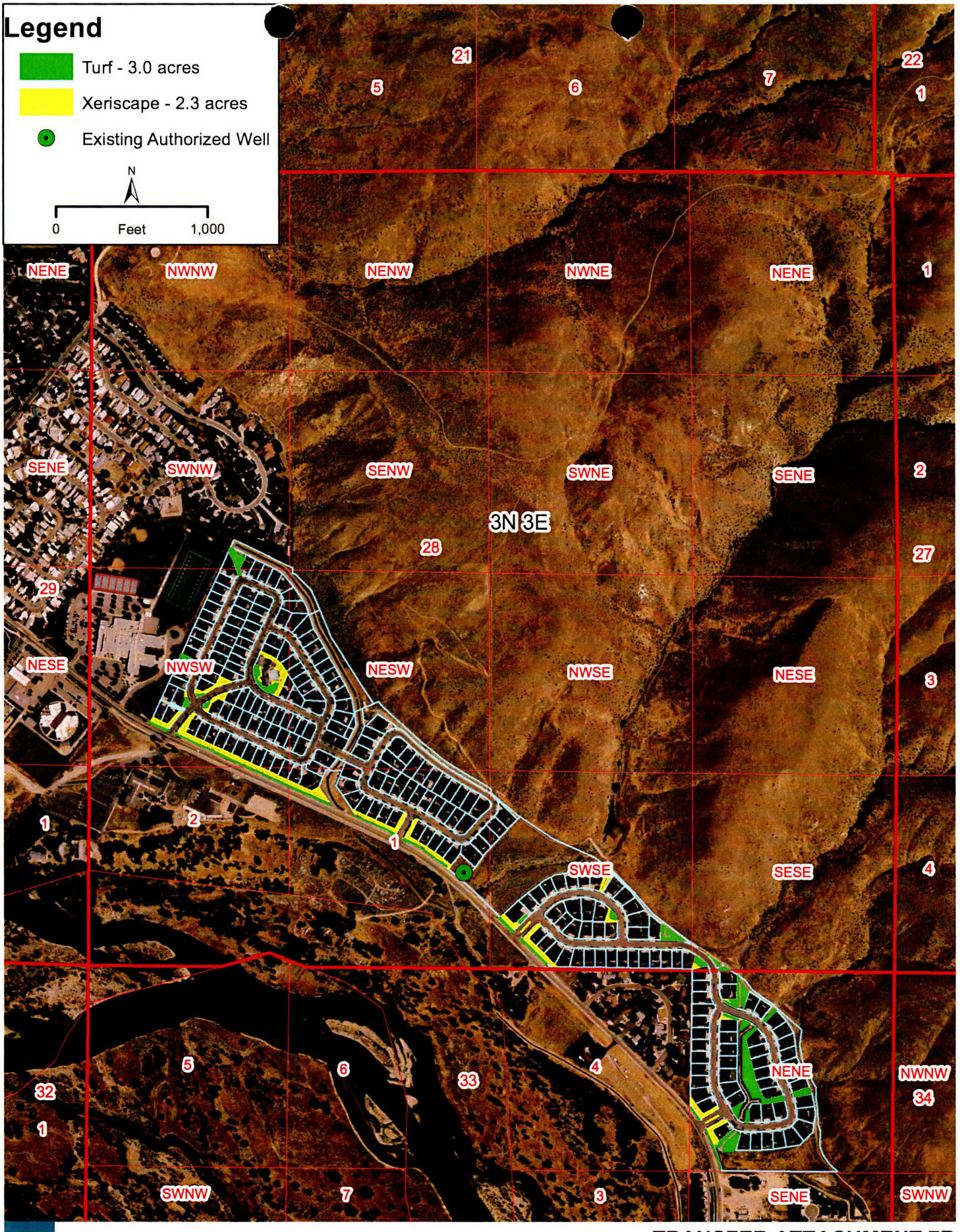
TRANSFER ATTACHMENT 7A

RIVERLAND TERRACE DOMESTIC IRRIGATION IN 2018

WATER RIGHT 63-8379

PROJECT #XXXX

SCANNED
APR 14 2023



DATA SOURCE: Ada NAIP 2019

TRANSFER ATTACHMENT 7B

RIVER HEIGHTS OWNERS ASSOCIATION INC.

WATER RIGHT 63-8379 (PROPOSED)

SUBMITTED

APR 4 2023

PATH: S:\PROJECTS\M THRU R PROJECTS\R PROJECTS\RIVER HEIGHTS OA_1602\0010_RIVER HEIGHTS\PROJECT\GIS\ARCMAP_PROJECTS\XFR MAP.MXD - USER: LGRAVES - DATE: 12/12/2022

PROJECT #XXXX

Transfer Attachment 10

Form 238-7
6/89

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WELL DRILLER'S REPORT

State law requires that this report be filed with the Director, Department of Water Resources within 30 days after the completion or abandonment of the well.

USE TYPEWRITER OR BALLPOINT PEN

RECEIVED NOV 06 1990

1. WELL OWNER

Name Riverland Terrace Water Corp.

Address Box 7361 Boise 83707

Owner's Permit No. 63-90-W-193 WR [redacted]

2. NATURE OF WORK

☒ New well ☐ Deepened ☐ Replacement
☐ Well diameter increase
☐ Abandoned (describe abandonment procedures such as materials, plug depths, etc. in lithologic log)

3. PROPOSED USE

☐ Domestic ☐ Irrigation ☐ Test ☒ Municipal
☐ Industrial ☐ Stock ☐ Waste Disposal or Injection
☐ Other _____ (specify type)

4. METHOD DRILLED

☐ Rotary ☐ Air ☐ Hydraulic ☐ Reverse rotary
☒ Cable ☐ Dug ☐ Other _____

5. WELL CONSTRUCTION

Casing schedule: ☒ Steel ☐ Concrete ☐ Other _____

Thickness	Diameter	From	To
.250 inches	10 inches +	6' feet	10' feet
.250 inches	8 inches	1'6" feet	68'6" feet
.250 inches	6 inches	49'3" feet	69'5" feet
.250 inches	6 inches	94 feet	101 feet

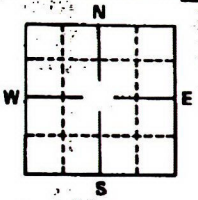
Was casing drive shoe used? ☒ Yes ☐ No
Was a packer or seal used? ☐ Yes ☒ No
Perforated? ☐ Yes ☒ No
How perforated? ☐ Factory ☐ Knife ☐ Torch ☐ Gun
Size of perforation _____ inches by _____ inches

Number	From	To
_____ perforations	_____ feet	_____ feet
_____ perforations	_____ feet	_____ feet
_____ perforations	_____ feet	_____ feet

Well screen installed? ☒ Yes ☐ No
Manufacturer's name Johnson
Type stainless steel Model No. 304
Diameter 6 Slot size 25 Set from 69'5" feet to 94 feet
Diameter ___ Slot size ___ Set from ___ feet to ___ feet
Gravel packed? ☐ Yes ☒ No ☐ Size of gravel _____
Placed from _____ feet to _____ feet
Surface seal depth 25 Material used in seal: ☒ Cement grout ☐ Bentonite ☐ Puddling clay ☐ _____
Sealing procedure used: ☐ Slurry pit ☒ Temp. surface casing ☒ Overbore to seal depth
Method of joining casing: ☐ Threaded ☒ Welded ☐ Solvent Weld ☐ Cemented between strata
Describe access port _____

6. LOCATION OF WELL

Sketch map location must agree with written location.



Subdivision Name _____
Riverland Terrace
Lot No. _____ Block No. _____

County Ada
S/W S/W 28 3 N ☒ 3 E ☐
___ ¼ ___ ¼ Sec. ___, T. ___ S ☐ R. ___ W ☐

7. WATER LEVEL

Department of Water Resources Western Regional Office

Static water level 60 feet below land surface
Flowing? ☐ Yes ☒ No G.P.M. flow _____
Artesian closed-in pressure _____ p.s.i.
Controlled by: ☐ Valve ☐ Cap ☐ Plug
Temperature 53 °F. Quality _____
Describe artesian or temperature zones below.

8. WELL TEST DATA

☒ Pump ☐ Bailer ☐ Air ☐ Other _____

Discharge G.P.M.	Pumping Level	Hours Pumped
63	62'4"	1
100	63'3"	½
160	64'7"	½
188	66'2"	4

9. LITHOLOGIC LOG

Bore Diam.	Depth From	Depth To	Material	Water Yes	Water No
10	0	40	sandy brown soil & boulders 25-40	X	
8	40	45	brown sandy soil & gravel		X
	45	63	cemented sand & gravel		X
	63	94	sand & gravel	X	
	94	95	reddish clay		X
	95	101	granite		X

RECEIVED NOV 5 1990 Department of Water Resources

10.

Work started 7/23/90 finished 8/1/90

11. DRILLERS CERTIFICATION

I/We certify that all minimum well construction standards were complied with at the time the rig was removed.

Firm Name Stevens & Sons Firm No. 153
Address 3709 Hawthorne Dr Date 8/6/90
Signed by (Firm Official) Wayne E Stevens
and
(Operator) Ron Stevens

SCANNED APR 14 2023

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 Gary Spackman**

July 25, 2023

RIVER HEIGHTS OWNERS ASSN INC
ATTN WENDY CHAPMAN
NORTHERN STAR HOA MANAGEMENT
5660 E FRANKLIN RD STE 330
NAMPA ID 83687-8173

Re: Change in Ownership for Water Right No(s): 63-8379

Dear Water Right Holder(s):

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

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

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

If you have any questions concerning the enclosed information, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist 2

Enclosure(s)

SCANNED
JUL 27 2023

RETURN TO SENDER
RIVERLAND TERRACE NONPROFIT WATER CO
1157 N SUMMERBROOK AVE STE 110
MERIDIAN ID 83642-8759
FORWARD TIME EXP RTN TO SEND
RIVE006* 980 NCC 1700C21C0106/14/23
ADDRESS SERVICE REQUESTED

836 836 83642 C3-47
6020230531-143652687
6
PRSRT FIRST-CLASS MAIL
U.S. POSTAGE PAID
Boise
PERMIT# 1
RETURN SERVICE REQUESTED
83642

RECEIVED
JUN 23 2023
WATER RESOURCES
WESTERN REGION

Re: Transfer #87371
WR# 63-8379

RIVERLAND TERRACE NONPROFIT
WATER CORP
2006 S EAGLE RD
MERIDIAN ID 83642-6707

5 SCH

SCANNED
JUN 30 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082
Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little Director Gary Spackman

May 31, 2023

RIVER HEIGHTS OWNERS ASSN INC
C/O WENDY CHAPMAN
NORTHERN STAR HOA MANAGEMENT
5660 E FRANKLIN RD STE 330
NAMPA ID 83687-8173

Re: Transfer No: 87371
Water Right No(s).: 63-8379

Transfer Approval Notice

Dear Water Right Holder(s):

The Department of Water Resources has issued the enclosed approved Transfer of Water Right(s). Please be sure to thoroughly review the conditions of approval and remarks listed on the approval document.

The Transfer of Water Right(s) is a PRELIMINARY ORDER issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless the APPLICANT petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

ANY PERSON aggrieved by any decision, determination, order or action of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Department and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

If the transfer approval includes a condition requiring measuring and recording devices, such devices shall comply with specifications established by the Department. Detailed specifications are available on the Department's home page on the Internet, or you can request a copy by contacting any office of the Department. Please be sure to thoroughly review the specifications to avoid unnecessary costs for reinstallation or modification due to non-conforming or improperly installed devices.

Please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change.

SCANNED
JUN 0 2 2023

Failure to report these changes could result in a $100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at (208) 334-2190.

Sincerely,

Lynne Evans
Administrative Assistant I

Enclosure(s)

SCANNED
JUN 0 2 2023

CERTIFICATE OF SERVICE

I hereby certify that on May 31, 2023 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (Approved Transfer) to the person(s) listed below:

Re: Transfer No.: 87371
Water Right No(s).: 63-8379

RIVER HEIGHTS OWNERS ASSN INC
C/O WENDY CHAPMAN
NORTHERN STAR HOA MANAGEMENT
5660 E FRANKLIN RD STE 330
NAMPA ID 83687-8173

LORI GRAVES
HDR INC
412 E PARKCENTER BLVD STE 100
BOISE ID 83706-6659

RIVERLAND TERRACE NONPROFIT WATER CORP
2006 S EAGLE RD
MERIDIAN ID 83642-6707

Lynne Evans
Administrative Assistant I

SCANNED
JUN 02 2023

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

(To be used in connection with actions when a hearing was **not** held)

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "**Preliminary Order**" issued by the department pursuant to section 67-5243, Idaho Code. **It can and will become a final order without further action of the Department of Water Resources ("department") unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:**

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. **Note: the petition must be received by the department within this fourteen (14) day period.** The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after: (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the Department or the Water Resource Board is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

SCANNED
JUN 0 2 2023

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

> Unless a different date is stated in a final order, the order is effective fourteen (14) days after its service date if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:
>
> (a) The petition for reconsideration is disposed of; or
> (b) The petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

i. A hearing was held,
ii. The final agency action was taken,
iii. The party seeking review of the order resides, or
iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

SCANNED
JUN 0 2 2023

McSherry, Laura

From: McSherry, Laura
Sent: Friday, May 26, 2023 1:03 PM
To: Graves, Lori
Cc: Storms, Scott
Subject: Transfer Application 87371 Updates

Hello Lori,

Transfer 87371 submitted on behalf of River Heights HOA is under final approval review.
For clarification, upon transfer approval, the subsequent ownership change noted in the Purchase and Sale Agreement will require submittal of a Notice of Change in Water Right Ownership form, conveyance documentation, and fees.

If you have any questions, please reach out.
I hope you enjoy the holiday weekend!

Thank you,

IDAHO DEPARTMENT OF WATER RESOURCES

Laura McSherry
Water Resource Agent, Sr.
P: (208) 605-4633
Idaho Dept. of Water Resources

SCANNED
JUN 0 2 2023

MEMORANDUM

Date: 5/12/2023

To: Water Right Files 63-8379 & 63-35397

From: Laura McSherry

Re: Water Right Split for Transfer No. 87371

A split of water right 63-8379 was requested as part of Transfer proposal 87371 in order to divide the historical irrigation component and in-house domestic use component of the right. The following is a description of how these components were split.

WR 63-8379 to:

63-8379 Domestic Use

63-35397 Irrigation Use

The purpose of the water right change was to "split" the right into Domestic and Irrigation use. The following further describes how the water right was split:

Parent Water Right Total Use
0.6 cfs
34.8 AF

29 homes x 0.6 AF = 17.4 AF Domestic Use
29 homes x 0.6 AF = 17.4 AF Irrigation Use

17.4 AF / 4.5 AF/ACRE = 3.9 acres Irrigation Use
GIS analysis was also used to confirm 3.9 acres of historical irrigation

0.6 cfs / 2 = 0.3 cfs Diversion Rate for Domestic Use
3.9 acres x 0.03 cfs/ac = 0.12 cfs Diversion Rate for Irrigation Use

SCANNED
JUN 0 2 2023

MEMORANDUM

TO: Transfer No. 87371

FROM: Laura McSherry

DATE: May 11, 2023

RE: Evaluation of Application

The transfer proposes to split the irrigation portion from the domestic use in the water right and remove a well that is abandoned. The split portion then proposes to change the irrigation place of use to the NWSW, SWSW, SESW, SWSE, SESE of Section 28, T03N, R03E and the NENE of Section 33, T03N, R33 in the River Heights Subdivision., in northeast Boise, ID.

Contact person for the transfer is HDR Inc representative Lori Graves, E Mallard St. STE 350, Boise, ID 83706. lori.graves@hdrinc.com. (208)-387-7000.

Summary of Information Submitted

Authority to File:
President of the River Heights Homeowners Association Inc., Tyler Fortunati is an authorized representative for this transfer involving water right no. 63-8379. River Heights Homeowners Association Inc. has been given the authority to file the water right transfer as described in Section 12.1 on page 5 of the provided Purchase and Sale Agreement. River Heights Homeowners Association Inc. is the current owner for the properties within the proposed POU.

Water Right Validity:
The license for water right no. 63-8379 was decreed on February 16, 2007. This right is presumed to be valid since beneficial use has occurred within the last five years. Beneficial use confirmed by department aerial imagery, Landsat images, google earth images, or other evidence. Evidence of beneficial use does not need to be added to the file, it is an IDWR product available to other staff.

Injury to Other Water Rights:
The transfer proposes no changes in the nature of use. No additional rate or volume is proposed to be diverted from this source beyond the historical use of the rights. No enlargements of the water right are anticipated.

Enlargement of Use:
The transfer originally proposed to change 5.3 acres of irrigation with the written explination that the irrigation use would be xeriscaping and therfore use less water. After examinatoin of the irrigated acres at the original POU, it was explained to the applicant that the proposal would constitute enlargement and subsequently the application was amended to the 3.9 acres historically irrigated, The irrigation rate was set at 0.12 cfs to match department standards of 0.03 cfs/acre for irrigation of small acreages under 5 acres. No additional rate or volume is propsed to be diverted from this source beyond the historical use of the rights. No enlargement of the water rights are anticipated.

SCANNED
JUN 0 2 2023

Local Public Interest:
No evidence has been submitted suggesting the transfer proposes changes at odds with the local public interest.

Beneficial Use/Conservation of Water Resources:
The application proposes beneficial use consistent with conservation of water resources in Idaho.

Discussion

The transfer application was originally submitted on December 20, 2022. The amended transfer application reducing the diversions rates and updating the proposed POU boundary on the provided map was submitted on April 5, 2023.

Included in the approval of this transfer, water right no. 63-8379 was split into a irrigaion right and a domestic right creating child water right no. 63-35397. The memo located within the transfer file titled "Water Right Split for Transfer No. 87371", dated May 12, 2023, contains more information regarding this action.

The application is consistent with criteria of I. C. § 42-222 and should be processed.

SCANNED
JUN 0 2 2023

HAWLEY TROXELL

ATTORNEYS AND COUNSELORS
Hawley Troxell Ennis & Hawley LLP
877 Main Street, Suite 1000
P.O. Box 1617
Boise, Idaho 83701-1617
208.344.6000
www.hawleytroxell.com

RECEIVED
MAY 10 2023
WATER RESOURCES
WESTERN REGION

DANA L. HOFSTETTER
MAIL: DHOFSTETTER@HAWLEYTROXELL.COM
DIRECT DIAL: 208-388-4867
DIRECT FAX: 208-954-4867

May 8, 2023

VIA U.S. MAIL AND FACSIMILE (208-334-2348)

Director
c/o Nick Miller
Idaho Department of Water Resources
2735 Airport Way
Boise, Idaho 83705-5082

Re: *Application for Transfer No. 87371*

Dear Mr. Miller:

On behalf of Edwards Family LLC, I hereby submit the following comments in lieu of a formal Protest regarding Application for Transfer No. 87371 (the "Application"). The Application proposes points of diversion from ground water within the boundaries of the Boise Front Low Temperature Geothermal Resource Ground Water Management Area. If the Application is approved, it should be conditioned to prevent the diversion of geothermal water and to assure that only cold water is diverted and to require monitoring to assure no geothermal water is diverted. Please contact me if you have any further questions or need further information. Thank you.

Sincerely,

HAWLEY TROXELL ENNIS & HAWLEY LLP

Dana L. Hofstetter

DH:tas
cc: River Heights Owners Association Inc., Attn: Wendy Chapman, Northern Star HOA Management, 5660 E Franklin Road, Ste. 330, Nampa, Idaho 83687
Lori Graves, HDR Inc., 412 E. Parkcenter Blvd., Ste. 100, Boise, Idaho 83706

SCANNED
JUN 02 2023

McClatchy

Beaufort Gazette | Belleville News-Democrat | Bellingham Herald | Bradenton Herald | Centre Daily Times | Charlotte Observer | Columbus Ledger-Enquirer | Fresno Bee | The Herald - Rock Hill | Herald Sun - Durham | Idaho Statesman | Island Packet | Kansas City Star | Lexington Herald-Leader | Merced Sun-Star | Miami Herald | el Nuevo Herald - Miami | Modesto Bee | Raleigh News & Observer | The Olympian | Sacramento Bee | Fort Worth Star-Telegram | The State - Columbia | Sun Herald - Biloxi | Sun News - Myrtle Beach | The News Tribune Tacoma | The Telegraph - Macon | San Luis Obispo Tribune | Tri-City Herald | Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
26965	411714	Print Legal Ad-IPL01188180 - IPL0118818		$130.40	2	63 L

Attention: Lynne Evans

IDAHO DEPT OF WATER RESOURCES / WEST
2735 W AIRPORT WAY

lynne.evans@idwr.idaho.gov

RECEIVED
APR 28 2023
WATER RESOURCES
WESTERN REGION

Public Notice

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

63-35350
THE CLUB AT SPURWING LLC
3405 E OVERLAND RD STE 150
MERIDIAN, ID 83642-5111
Point of Diversion SENW S23 T04N R01W ADA County
Source GROUND WATER Tributary BOISE RIVER
Use: AESTHETIC STORAGE; 01/01 to 12/31; 7.3 AF
Total Diversion: 7.3 AF
Date Filed: 11-16-2022
Place Of Use: AESTHETIC STORAGE
T04N R01W S23 SENW
Water bearing zone to be appropriated is from 0 to 12 feet.
Mitigation is proposed for consumptive use.

Permits will be subject to all prior water rights. For additional information concerning the property location, contact the Western Region office at (208)334-2190; or for a full description of the right(s), please see *https://idwr.idaho.gov/apps/ExtSearch/WRApplicationResults/*. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Western Region, 2735 W AIRPORT WAY, BOISE ID 83705-5082 together with a protest fee of $25.00 for each application on or before 5/8/2023. The protestant must also send a copy of the protest to the applicant.
GARY SPACKMAN, Director

NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 87249

EUREKA WATER CO, C/O BILL CLAYTON, PO BOX 10, STAR, ID 83669 has filed Application No. 87249 for changes to the following water rights within ADA County(s): Right No(s). 63-145; to see a full description of these rights and the proposed transfer, please see *https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers*. The purpose of the transfer is to change a portion of the above rights as follows:
to change the nature of use of a portion of the involved water right to provide mitigation for evaporative losses from two excavated ponds. Seven acres historically irrigated under this right will no longer be irrigated and will be occupied by the ponds. The site location is the Spurwing Championship Golf Course, the ponds are located approximately a half mile north of the intersection between Chinden Boulevard and 10 Mile Road.

TRANSFER NO. 87371

RIVER HEIGHTS OWNERS ASSN INC, ATTN: WENDY CHAPMAN, 5660 E FRANKLIN RD, STE 330, NAMPA, ID 83687 has filed Application No. 87371 for changes to the following water rights within ADA County(s): Right No(s). 63-8379; to see a full description of these rights and the proposed transfer, please see *https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers*. The purpose of the transfer is to change a portion of the above rights as follows:
to split the irrigation portion from the domestic use in the water right and remove a well that is abandoned. The split portion then proposes to change the irrigation place of use to the NWSW, SWSW, SESW, SWSE, SESE of Section 28, T03N, R03E and the NENE of Section 33, T03N, R03E in the River Heights Subdivision.

For additional information concerning the property location, contact the Western Region office at (208)334-2190. Protests may be submitted based on the criteria of Idaho Code § 42-222. Any protest against the proposed change must be filed with the Director, Dept. of Water Resources, Western Region, 2735 W AIRPORT WAY, BOISE ID 83705-5082 together with a protest fee of $25.00 for each application on or before 5/8/2023. The protestant must also send a copy of the protest to the applicant.
GARY SPACKMAN, Director
IPL0118818
Apr 20,27 2023

OK LE 5/9/23

Bettina Jantzen, being duly sworn, deposes and says: That she is the Principal Clerk of The Idaho Statesman, a daily newspaper printed and published at Boise, Ada County, State of Idaho, and having a general circulation therein, and which said newspaper has been continuously and uninterruptedly published in said County during a period of twelve consecutive months prior to the first publication of the notice, a copy of which is attached hereto: that said notice was published in The Idaho Statesman, in conformity with Section 60-108, Idaho Code, as amended, for:

2 insertion(s) published on:
04/20/23, 04/27/23

B Jantzen

(Legals Clerk)

On this 28th day of April in the year of 2023 before me, a Notary Public, personally appeared before me Bettina Jantzen known or identified to me to be the person whose name subscribed to the within instrument, and being by first duly sworn, declared that the statements therein are true, and acknowledged to me that she executed the same.

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

SCANNED
JUN 02 2023

IDAHO DEPARTMENT OF
WATER RESOURCES

Western Region • 2735 W Airport Way • Boise, ID 83705-5082
Phone: 208-334-2190 • Fax: 208-334-2348 • Email: westerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little **Director Gary Spackman**

April 14, 2023

RIVER HEIGHTS OWNERS ASSN INC
ATTN: WENDY CHAPMAN
NORTHERN STAR HOA MANAGEMENT
5660 E FRANKLIN RD STE 330
NAMPA, ID 83687-8173

RE: Transfer No. 87371
Water Right No(s). 63-8379

Dear Applicant(s):

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the IDAHO STATESMAN on 4/20/2023 and 4/27/2023. Protests to this application may be submitted for a period ending ten (10) days after the second publication.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Lynne Evans
Administrative Assistant I

CC: LORI GRAVES, HDR INC

SCANNED
APR 14 2023

Evans, Lynne

From: Evans, Lynne
Sent: Thursday, April 13, 2023 4:21 PM
To: BOI Legals
Subject: Legal Notice for Application for Permit No. 63-35350; Application for Transfer No. 87249, 87371
Attachments: Legal Notice.docx

Please publish the enclosed legal notice in the Idaho Statesman on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 5/8/2023. Your cooperation is appreciated.

Lynne Evans | Administrative Assistant I
IDWR - Western Region
2735 W Airport Way, Boise ID 83705
(208) 334-2190 | lynne.evans@idwr.idaho.gov

SCANNED
APR 14 2023

The following application(s) have been filed to appropriate the public waters of the State of Idaho:
63-35350
THE CLUB AT SPURWING LLC
3405 E OVERLAND RD STE 150
MERIDIAN, ID 83642-5111
Point of Diversion SENW S23 T04N R01W ADA County
Source GROUND WATER Tributary BOISE RIVER
Use: AESTHETIC STORAGE; 01/01 to 12/31; 7.3 AF
Total Diversion: 7.3 AF
Date Filed: 11-16-2022
Place Of Use: AESTHETIC STORAGE
T04N R01W S23 SENW
Water bearing zone to be appropriated is from 0 to 12 feet.
Mitigation is proposed for consumptive use.

Permits will be subject to all prior water rights. For additional information concerning the property location, contact the Western Region office at (208)334-2190; or for a full description of the right(s), please see https://idwr.idaho.gov/apps/ExtSearch/WRApplicationResults/. Protests may be submitted based on the criteria of Idaho Code § 42-203A. Any protest against the approval of this application must be filed with the Director, Dept. of Water Resources, Western Region, 2735 W AIRPORT WAY, BOISE ID 83705-5082 together with a protest fee of $25.00 for each application on or before 5/8/2023. The protestant must also send a copy of the protest to the applicant.
GARY SPACKMAN, Director Published on 4/20/2023 and 4/27/2023

NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 87249

EUREKA WATER CO, C/O BILL CLAYTON, PO BOX 10, STAR, ID 83669 has filed Application No. 87249 for changes to the following water rights within ADA County(s): Right No(s). 63-145; to see a full description of these rights and the proposed transfer, please see https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers. The purpose of the transfer is to change a portion of the above rights as follows:
to change the nature of use of a portion of the involved water right to provide mitigation for evaporative losses from two excavated ponds. Seven acres historically irrigated under this right will no longer be irrigated and will be occupied by the ponds. The site location is the Spurwing Championship Golf Course, the ponds are located approximately a half mile north of the intersection between Chinden Boulevard and 10 Mile Road.

TRANSFER NO. 87371

RIVER HEIGHTS OWNERS ASSN INC, ATTN: WENDY CHAPMAN, 5660 E FRANKLIN RD, STE 330, NAMPA, ID 83687 has filed Application No. 87371 for changes to the following water rights within ADA County(s): Right No(s). 63-8379; to see a full description of these rights and the proposed transfer, please see https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers. The purpose of the transfer is to change a portion of the above rights as follows:
to split the irrigation portion from the domestic use in the water right and remove a well that is abandoned. The split portion then proposes to change the irrigation place of use to the NWSW, SWSW, SESW, SWSE, SESE of Section 28, T03N, R03E and the NENE of Section 33, T03N, R03E in the River Heights Subdivision.

For additional information concerning the property location, contact the Western Region office at (208)334-2190. Protests may be submitted based on the criteria of Idaho Code § 42-222. Any protest against the proposed change must be filed with the Director, Dept. of Water Resources, Western Region, 2735 W AIRPORT WAY, BOISE ID 83705-5082 together with a protest fee of $25.00 for each application on or before 5/8/2023. The protestant must also send a copy of the protest to the applicant.
GARY SPACKMAN, Director Published on 4/20/2023 and 4/27/2023

SCANNED
APR 14 2023

McSherry, Laura

From: McSherry, Laura
Sent: Thursday, April 6, 2023 4:23 PM
To: Graves, Lori
Subject: RE: River Heights HOA Transfer: Updates Needed

Lori,

Thank you for directing me to the provided permission.
Processing the application will resume.

Regards,
Laura

From: Graves, Lori <Lori.Graves@hdrinc.com>
Sent: Thursday, April 6, 2023 3:42 PM
To: McSherry, Laura <Laura.McSherry@idwr.idaho.gov>
Subject: RE: River Heights HOA Transfer: Updates Needed

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Laura,
Please refer to Section 5.2 on page 2 and Section 12.1 on page 5 of the Purchase and Sale Agreement between Riverland Terrace and River Heights included as Transfer Attachment 3.

Lori Graves, Sr. Water Rights Specialist
D 208.872.9519 M 208.850.4601

hdrinc.com/follow-us

From: McSherry, Laura <Laura.McSherry@idwr.idaho.gov>
Sent: Thursday, April 6, 2023 2:03 PM
To: Graves, Lori <Lori.Graves@hdrinc.com>
Subject: RE: River Heights HOA Transfer: Updates Needed

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Lori,

After review of the updated transfer proposal and application documents, the following written permission from the water right holder is required:

- Permission from Riverland Terrace Nonprofit Water Corp granting River Heights Owners Association Inc. the authority to file a transfer for water right 63-8379.

SCANNED
APR 14 2023

McSherry, Laura

From: McSherry, Laura
Sent: Thursday, April 6, 2023 2:03 PM
To: Graves, Lori
Subject: RE: River Heights HOA Transfer: Updates Needed

Hi Lori,

After review of the updated transfer proposal and application documents, the following written permission from the water right holder is required:

- Permission from Riverland Terrace Nonprofit Water Corp granting River Heights Owners Association Inc. the authority to file a transfer for water right 63-8379.

Once the written permission is received, processing will resume.

If you have any questions, please reach out.

Regards,
Laura

From: Graves, Lori <Lori.Graves@hdrinc.com>
Sent: Thursday, April 6, 2023 11:23 AM
To: McSherry, Laura <Laura.McSherry@idwr.idaho.gov>
Cc: Hannula, Steve <Steve.Hannula@hdrinc.com>
Subject: RE: River Heights HOA Transfer: Updates Needed

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Here you go Laura.

Lori Graves, Sr. Water Rights Specialist
D 208.872.9519 M 208.850.4601

hdrinc.com/follow-us

From: McSherry, Laura <Laura.McSherry@idwr.idaho.gov>
Sent: Thursday, April 6, 2023 11:08 AM
To: Graves, Lori <Lori.Graves@hdrinc.com>
Subject: RE: River Heights HOA Transfer: Updates Needed

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Lori,

SCANNED
APR 14 2023

We will review the information and reach out if needed.
Can you please provide the updated POU shapefile?

Thanks,
Laura

From: Graves, Lori <Lori.Graves@hdrinc.com>
Sent: Wednesday, April 5, 2023 4:24 PM
To: McSherry, Laura <Laura.McSherry@idwr.idaho.gov>
Cc: Hannula, Steve <Steve.Hannula@hdrinc.com>
Subject: RE: River Heights HOA Transfer: Updates Needed

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Hi Laura,
Attached are the requested updates to the River Heights HOA Transfer. Please let me know if there are any additional questions. Thank you.

Lori Graves, Sr. Water Rights Specialist
D 208.872.9519 M 208.850.4601

hdrinc.com/follow-us

From: McSherry, Laura <Laura.McSherry@idwr.idaho.gov>
Sent: Thursday, March 30, 2023 12:19 PM
To: Graves, Lori <Lori.Graves@hdrinc.com>
Subject: River Heights HOA Transfer: Updates Needed

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Lori,

Attached are the requested notes on updates needed to move forward in processing the River Heights HOA transfer. Please let me know if you have any further questions.

Thanks,

IDAHO DEPARTMENT OF WATER RESOURCES

Laura McSherry
Water Resource Agent, Sr.
P: (208) 605-4633
Idaho Dept. of Water Resources

SCANNED
APR 14 2023

HDR | SPF

RECEIVED
DEC 20 2022
DEPARTMENT OF
WATER RESOURCES

RECEIVED
DEC 22 2022
WATER RESOURCES
WESTERN REGION

December 20, 2022

Scott Storms
IDWR Western Region Office
2735 Airport Way
Boise, ID 83705

Subject: Application for Transfer

Dear Scott,

Enclosed on behalf of River Heights Owners Association Inc., is an *Application for Transfer* proposing changing the place of use under neighboring water right 63-8379 from Riverland Terrace Subdivision to Riverland Heights Subdivision. Applicants have entered into a purchase agreement with Riverland Heights, who have decided to use municipal water for their domestic water needs instead of private water. One of the authorized wells will continue to be used; the other has been abandoned. Upon transfer approval, a deed for the water right will be executed and an ownership change notice will be filed. Check #10179 is enclosed for the $500 application filing fee.

Thank you very much for your consideration and assistance in this matter. Please call me if you have any questions.

Sincerely,

HDR Engineering, Inc.

Lori Graves

Lori Graves
Sr. Water Rights Specialist

Cc via email: Tyler Fortunati

Enclosers: application, check

Project: 10360345

hdrinc.com

HDR | SPF, 412 E Parkcenter Blvd, Suite 100, Boise, ID 83706
(208) 387-7000

SCANNED
APR 14 2023

March 2017

REVIEW CHECKLIST TRANSFER -- OR -- EXCHANGE

(Workflow) **(maybe Workflow)**

Application # 87371 **Reviewer** LAURA **Date** 1.17.23

Acceptable Filing (TP Memo #24 Sect. 3) ✓ Y ___ N If "N" 30-day Deficiency Ltr Sent – (date & initial)

Initial Review & Abbreviated Data Entry AB 12/28/22 (date & initial) Supervisor Notes ___ Y ✓ N

Right(s) in Water Bank ___ Y ✓ N, Notify S.O. – (date) - WSB App Attachment –

COMMENT LETTERS ___ Y ___ N

Water District # – (Required even if No Legal Notice Required)

Other(s): list here or see attached ___

ADVERTISING ✓ Y ___ N If "N" Save Legal Notice Not Required DB Comment in Workflow & Memo –

Legal Notice Required - Saved as Legal Notice Remarks in Workflow ✓ Y *uncheck "Currently in Data Entry" flag

Statewide ads ___ Y ✓ N ("Y" only if any single right > 10 cfs, 1000 af storage)

COMPLETE TO HERE BEFORE FORWARD FOR ADVERTISING

ADVERTISER COMPLETES

LEGAL NOTICE & PROTEST

Protest Deadline 5/8/23

Y	N			
___	✓	Protested	If Y: ___	Scan protest
✓	___	Affidavit received/published correctly	If N: ___	Re-advertised & published correctly

REVIEW MEMO -- DRAFT APPROVAL -- APPROVAL COVER LETTER

Drilling fee upgrade – Paid – WC & WR File Documented (Request, CAN NOT hold xFer if unpaid).

Review Memo Completed ✓ (See Review Memo Template N:/WRProcessing/Transfers/Review Memo Template).

Data Entry, Conditions, & ArcMap Data Entry Completed ✓

E'folder w/ Draft Approval 87371 RIVER HEIGHTS HOA
(applicant last name + application #)

NOTE FOR CLERICAL STAFF APPROVAL COVER LETTER

Add WSB paragraph to approval cover letter (see N:WRFormLetters/Water Bank Paragraph) ___ Y ___ N

OPTIONAL PAGE -- CONDITIONS & NOTES

GROUNDWATER:

WD 161 (Non-de minimis uses) - R05
- ≤ 0.24 cfs/5 acres - No MD
- > 0.24 cfs/5 acres - 214

~~WD~~
- < 0.24 cfs/5 acres - No MD
- ≥ 0.24 cfs/5 acres - 01M or 01Q (ref. MD flowchart)

No water measurement districts in Western Region at this time.
DRILLING PERMIT - 046 (new well)

SURFACE WATER:

WD - R05
≤ 0.20 cfs - R02, 01P or No MD (ref. MD flowchart)
> 0.20 cfs - R43
~~WD~~, SPRINGS/SINK, INACTIVE WD & REST OF STATE
< 0.24 cfs/5 acres - No MD
≥ 0.24 cfs/5 acres - 01M or 01Q

STANDARD SEASON _____ to _____ (use X61 if extended season)
STANDARD VOLUME_____ af/ac
CONSUMPTIVE USE VOLUME _____ af/ac

USES:

STORAGE - 18C-18B/R40-123-220-219-221-222-259-937-938
IRR ≤ 5 ac - R66/R67/R68/R69 (0.03 cfs/ac)
> 5 ac - R62/R63/R64/R65 (0.02 cfs/ac)
Volume only - R58/R59/R60/R61
Supplemental - 943 & WB7
Storage - R70
STOCKWATER - R37 (all BLM/USFS)
MINING - 054-106
FISH PROP - 029 (70's basins only)-007-122-106
HEAT/COOL - R07 (injection well)
FIRE PROT. - 077-218
DAIRY - 082 (zoning if a concern)-106-WD8

POWER - 17H-17K (+uses)-025-106
MUNICIPAL
Restricted area - 022-075 RAFN – 007-109-X64
Irr., GW supp to SW - 102

DOMESTIC
Surface water - WB5 (Boise above Star Bridge)
>1 in restricted area - 070-071-075(no parks/common areas, etc)
Irr use listed separate - WB5

MISC CONDITIONS/REMARKS:

T07 - 1 yr to develop
T08 - comply or rescind
WD8 - land application of waste water
01Q - used instead of 01M when there's another meas. condition outside a WD

Protested - 020-X19
Water Quality - 106-R07

X27 - Number of acres/season in ppu
X35 - Combined **limits** of multiple rts
X49 - measure p/'d's (source chg'd to orig trib)
X51 - 2+ yrs to develop
X53 - Use ltd to orig. source availability
X54 - forfeited ac/rate (used rarely)
205 - use when quantity reduced by xFer approval
X55 - (transfer shrinks total water to less ac)
004 - no right-of-way
X58 - pending claim (statutory or AJ b/u claim)
X61 - extended irr season
X63 - replaced C12 through C17 - ultimately C18 placed on rts to cover issue. If C18 on rts replace with T19 and remove X63.

Apply one to chg'd & unchg'd rts that are subject to SRBA:

T09 - on-going SRBA (no Dir Rpt yet)
T19 - replaces C18 (if at Directors Report or Partial Decree stage)
T20 – use only on unchg'd rts not subject to SRBA

NOTES: