

NOV 16 2022

WATER RESOURCES
WESTERN REGION

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No. 87-40

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

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) EUREKA WATER CO

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, Part 1.
- ☒ * 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 idwr.idaho.gov/water-rights/transfers/resources.html.
- ☐ ☒ #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: Attachment 10a (Transfer Narrative)

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.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	63-145	33.02	Irrigation	4/1 to 10/31	Boise River / Snake River
☐ ☐		0.15 / 22.6	Ground Water Recharge	4/1 to 10/31	
☐ ☐		0.02 / 4.2	Mitigation	4/1 to 10/31	
☐ ☐		22.6	Aesthetic Storage	1/1 to 12/31	
☐ ☐		0.13	Diversion to Storage	4/1 to 10/31	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 33.32 cfs and/or 55.18 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.13 cubic feet per second and/or 22.6 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 #

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	
4N	1W	22				AS													
		23							AS	AS									

AS = Aesthetic Storage
Only changes identified

Total Acres (for irrigation use)

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:
See Attachment 10a.

- b. Who owns the property at the point(s) of diversion? See Attachment 10a. No change in point of diversion.
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- 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: N/A.

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:
The land occupied by the ponds will no longer be irrigated. The irrigated place of use for the changed water right will be reduced by the seven acres occupied by the ponds to mitigate for evaporative loss from the ponds. The Eureka Water Company's place of use remains unchanged.
- 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:
See attachment 10a.

- 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:

A. DESCRIPTION OF RIGHT(S) AS RECORDED

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.

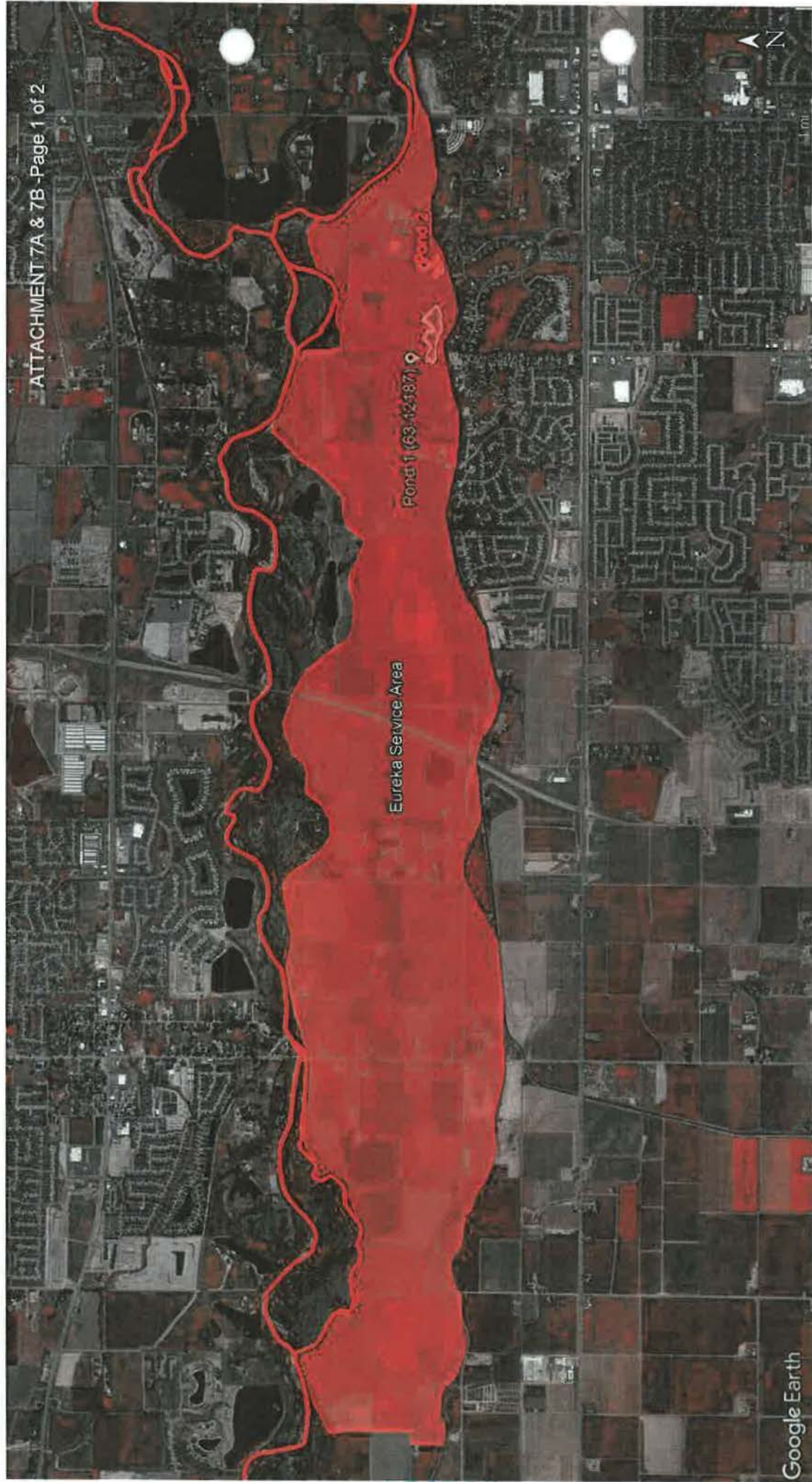
[illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

[illegible]

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. On the left side, there are small, dark marks that appear to be staple indentations or punch holes. The paper is otherwise blank, with no text or other markings.





**EUREKA WATER COMPANY TRANSFER ATTACHMENT 8A
WATER BALANCE AND CHANGES TO 63-145**

ET_idaho 2017, Kuna (NWS -- USC00105038)
Precipitation Deficit Requirements

Grass - Turf (lawns) - Irrigated													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a
Mean ⁱ	mm/day												mm
Monthly ^b	-0.06	0.08	0.46	2.91	4.96	5.98	6.58	5.41	3.72	2.1	-0.27	-0.1	983
cfs/acre	0.000	0.000	0.001	0.005	0.008	0.010	0.011	0.009	0.006	0.003	0.000	0.000	

Open Water - shallow systems													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a
Mean ⁱ	mm/day												mm
Monthly ^c	-0.48	0.37	1.47	2.61	3.34	4.17	4.72	3.88	2.71	1.81	-0.03	-0.3	742
days / month	31	28	31	30	31	30	31	31	30	31	30	31	
mm / month			45.6	78.3	103.54	125.1	146.32	120.28	81.3	56.11			
cfs/acre	-0.001	0.001	0.002	0.004	0.006	0.007	0.008	0.006	0.004	0.003	0.000	0.000	

- a 757 mm/yr, Net annual positive-month precipitation-deficit pond consumptive use (from above, open water, annual use)
- b 2.48 ft/yr, Net annual precipitation-deficit pond consumptive use (b = a / 304.8)
- c 7 acres, pond surface area (from client)
- d 17.4 af/yr, total annual pond consumptive use (d = b x c)
- e 983 mm/yr, net annual precipitation-deficit irrigated crop land consumptive use (from above, **turf grass** growing season)
- f 3.23 ft/yr, Net annual precipitation-deficit crop land consumptive use (f = e / 25.4 / 12)
- g 5.4 acres of crop land consumptive use required to offset annual pond consumptive use (g = d / f)
- h 0.018 cfs/acre, the combined duty of water for Eureka Water Co water rights
- k 4.72 mm/day, peak daily pond Pdef (July)
- l 0.05 cfs, required to meet peak daily pond Pdef at 60% Stewart Decree flow reduction (l = k / 304.8 * c / 1.9835)
- m 0.09 cfs, available when 100% flow delivered (m = l / 0.60)
- n 5.0 acres of transfer water right associated with above 100% flow (n = m / h)
- p 7 minimum quantity of transferred acres at 1:1 requirement (pond:irrigation)
- q 7.0 acres, greater of g, n, & p, required to offset pond evaporation.
- r 0.13 cfs, quantity of transferred irrigation component changed to aesthetic storage by transfer (r = q x h)
- s 22.6 af/yr, total annual crop consumptive use changed to pond mitigation (s = f x r)

Changes to 63-145, Eureka Water Co			
	Pre-Transfer	Changed by Transfer	Post-Transfer
Irrigation, cfs	33.15	-0.13	33.02
Aesthetic Storage, afa	0.0	22.6	22.6
Diversion to Storage, cfs	0.00	0.13	0.13
Ground Water Recharge, cfs	0.15	0	0.15
Ground Water Recharge, afa	28.4	0	28.40
Mitigation, cfs	0.02	0	0.02
Mitigation, afa	4.2	0	4.20
Total, cfs	33.32	0.13	33.32
Total, af	32.60	22.58	55.18
Acres, combined limit	1816.7	-7.0	1809.7
Duty, combined limit, cfs/acre	0.018	0.018	0.018

Transfer Attachment 10a Narrative

This Transfer Application proposes to change the purpose of use of a portion of Eureka Water Company's ("Eureka") water right no. 63-145 from irrigation to aesthetic storage to mitigate for evaporative losses from two excavated ponds marked as "Pond 1" and "Pond 2" in Attachment 7A & 7B. These ponds, located within Eureka's service area between the Phyllis Canal and the Boise River, intercept shallow groundwater assumed to have a hydraulic connection with the Boise River. The land where Pond 1 and Pond 2 are located is owned by Pacific Links Limited Liability Company ("Pacific Links") and leased to The Club at Spurwing, LLC ("Spurwing LLC") as part of the Spurwing Championship Golf Course ("Spurwing G.C.").

This Application is filed to: (1) comply with condition no. 3 of permit 63-12187, which requires Pacific Links, as the permit holder, to provide mitigation for the evaporative loss of ground water collected in Pond 1 (approx. 6 acres); and (2) provide mitigation for the evaporative loss of ground water collected in Pond 2 (approx. 1 acre) in support of the permit application Spurwing LLC is filing contemporaneously with the filing of this Transfer Application.

Ground water is collected in Pond 2 for aesthetic use. In addition to aesthetic use, Spurwing LLC operates Pond 1 as part of the "Pond 1 irrigation System" described in Attachment 10b to commingle and distribute surface water and ground water sources to irrigate Spurwing G.C. north and south of the Phyllis Canal, and two subdivisions adjoining Spurwing G.C. south of the Phyllis Canal (shown in Attachment 7A& 7B). Surface water delivered by Eureka, and supplemental ground water collected in Pond 1 pursuant to Pacific Links' permit no. 63-12187, is used to irrigate the "G.C. Bottom Land". Surface water delivered by Settlers Irrigation District ("Settlers"), and supplemental ground water diverted from "Well" 1 pursuant to water right no. 63-10572 is used to irrigate the "Spurwing Bench Land."

Condition no. 4 of permit 63-12187 requires Pacific Links to monitor and operate the Pond 1 Irrigation System in accordance with an IDWR-approved plan to ensure that water is used in accordance with the water rights for the surface and ground water sources that are commingled in and distributed from Pond 1. Spurwing LLC updated the "Pond 1 Irrigation System Plan" ("Plan") to reflect changes in water conveyance and measurement that have been made or will be made to the Pond 1 Irrigation System.

In the "Agreement for Pond 1 Irrigation System Operation and Eureka Water Right Transfer" attached as Attachment 10b ("Transfer Agreement", to which a copy of the Plan is attached), Pacific Links, Spurwing LLC and Eureka agreed, among other things, that: Spurwing LLC shall fully implement the Plan before the delivery of water to Pond 1 begins in 2023; Spurwing LLC's ongoing performance of the Plan's Irrigation System operation, measurement, measurement reporting and maintenance requirements shall be an ongoing requirement and condition of IDWR and Eureka approval of the Plan, and on the basis of

Spurwing LLC's commitments to implement the Plan, Eureka shall to file this Transfer Application.

Consequently, IDWR's approval and Spurwing LLC's timely and ongoing implementation of the Plan are essential conditions for this Application.

Mitigation to Boise River is required to offset consumptive use resulting from water evaporation from the pond's surface and is accomplished by changing the nature of use from *irrigation* to *aesthetic storage* for the portion of Eureka water right 63-145 appurtenant to the 7 acres occupied by Pond 1 and Pond 2. Water right 63-145 authorizes 33.15 cfs for irrigation of 1816.7 acres. The diversion rate associated with 7 acres is 0.13 cfs ($7 \text{ acres} \times 33.15 \text{ cfs} \div 1816.7 \text{ acres} = 0.13 \text{ cfs}$). The consumptive volume associated with 7 acres of turf grass is 22.6 acre-feet, supported by the attached Water Balance.

The consumptive requirement and subsequent depletion rate to river flows required for shallow ponds and turf grass, which is grown at The Club at SpurWing golf course, can be calculated based on the ET Idaho (<http://data.kimberly.uidaho.edu/ETIdaho/>) precipitation deficit tables for the Kuna climate station. The amount proposed for mitigation is based on a one-to-one ratio: 1 acre of irrigation for 1 acre of pond surface area. The calculations demonstrate that 7 acres of pond surface area will annually evaporate 17.4 acre-feet, equivalent to the consumptive use associated with 5.4 acres of grass turf. As shown on the attached Water Balance data sheet, during the 60% Stewart Decree cut, 5.0 acres of grass pasture can sufficiently satisfy the ponds' anticipated peak daily consumptive use requirement of 4.68 mm/day. As a result, 7 acres of EWC water converted from irrigation to aesthetic use will more than adequately offset the consumptive use resulting from the ponds.

Included are IDWR's pond loss calculation spreadsheets for pond seepage, evaporation and storage capacity that further support the adequacy of the amount proposed for change to aesthetic storage.

AGREEMENT FOR POND 1 IRRIGATION SYSTEM OPERATION AND EUREKA WATER RIGHT TRANSFER

This AGREEMENT FOR POND 1 IRRIGATION SYSTEM OPERATION AND EUREKA WATER RIGHT TRANSFER ("**Agreement**") is made and entered into this 15th day of November, 2022 (date of last signature, the "**Effective Date**"), by and between PACIFIC LINKS LIMITED LIABILITY COMPANY, an Idaho limited liability company, hereinafter referred to as "**Pacific Links**", THE CLUB AT SPURWING, LLC, an Idaho limited liability company, hereinafter referred to as "**Spurwing LLC**", and EUREKA WATER COMPANY, an Idaho corporation, hereinafter referred to as "**Eureka**" (collectively the "**Parties**").

RECITALS

A. This Agreement is made with reference to the facts summarized in the following Recitals.

B. Spurwing LLC owns, operates and maintains The Club at SpurWing ("**Spurwing**"), consisting of a clubhouse, Championship Golf Course ("**Spurwing G.C.**"), Challenge Golf Course ("**Challenge Course**"), and related grounds and facilities, located between Tenmile Road and Linder Road off Chinden Boulevard, in Sections 22 & 23 of Township 4 North, Range 1 West, Boise Meridian, as depicted in the map attached hereto as **Exhibit A**.

C. The land area south of the Phyllis Canal occupied by the Spurwing clubhouse, Spurwing G.C. holes 1-5 and 18, and practice areas is hereinafter referred to as "**G.C. Bench Land**". The G.C. Bench Land and the adjoining Spurwing Subdivision ("**Spurwing Sub.**") and Olivetree at Spurwing Subdivision ("**Olivetree Sub.**") shown in **Exhibit A** (not including the Spurwing Challenge Course and adjoining subdivision) are hereinafter collectively referred to as "**Spurwing Bench Land**".

D. The land area north of the Phyllis Canal occupied by Championship Course holes 6-17 shown in **Exhibit A** is hereinafter referred to as "**G.C. Bottom Land**".

E. Pacific Links owns the G.C. Bottom Land and portions of the G.C. Bench Land, and leases those land areas to Spurwing LLC.

F. Eureka owns water right no. 63-145 to divert surface water from the Boise River and operates and maintains the Eureka Main Canal depicted in **Exhibit A** to deliver that water ("**Eureka Water**") for the use and benefit of its shareholders in accordance with water right no. 63-145, Idaho law, and Eureka Water Company Rules.

G. Pacific Links holds shares of Eureka stock, entitling Spurwing to Eureka water to irrigate the G.C. Bottom Land. Eureka water is delivered and measured from the Eureka Main Canal to Spurwing through a metergate at the location market in **Exhibit A**.

H. Spurwing LLC delivers Eureka Water to a constructed pond labeled "**Pond 1**" in **Exhibit A** and collects ground water in Pond 1 pursuant to Pacific Links' water permit no. 63-12187 ("Permit 63-12187), attached hereto as **Exhibit B**, to irrigate the G.C. Bottom Land.

I. Spurwing LLC delivers surface water from Settlers Irrigation District ("**Settlers**") and ground water from a Spurwing irrigation well ("**Well 1**") to Pond 1 through the water conveyance and measurement system marked in **Exhibit A** to irrigate the Spurwing Bench Land.

J. Spurwing LLC owns and operates the "**Pond 1 Irrigation System**", described in the Spurwing Pond 1 Irrigation & Water Measuring System Description, Operation and Maintenance Plan ("**Pond 1 Irrigation System Plan**" or "**Plan**") attached hereto as **Exhibit C**, to deliver water to irrigate Spurwing G.C., Spurwing Sub. and Olivetree Sub.

K. Spurwing LLC developed the Plan to comply with condition no. 4 of Permit 63-12187 to ensure that the delivery of water to and from Pond 1 complies with the water rights for the surface water and ground water sources that are commingled in Pond 1 to irrigate Spurwing G.C., Spurwing Sub. and Olivetree Sub. The Plan is designed to ensure that the quantity of water pumped from Pond 1 to irrigate the Spurwing Bench Land does not exceed the quantity of Settlers and/or Well 1 water delivered to Pond 1 to irrigate that land. The Plan also ensures that the quantities of Eureka surface water and Permit 63-12187 ground water delivered to Pond 1 are not used to irrigate the Spurwing Bench Land.

L. Spurwing LLC updated the Plan to reflect changes in water conveyance and measurement that have been made or will be made to the Pond 1 Irrigation System.

M. Pacific Links and Spurwing LLC constructed another pond on the G.C. Bottom Land labeled "**Pond 2**" in **Exhibit A**, and intend to file with the Idaho Department of Water Resources ("**IDWR**") the Application for Permit attached hereto as **Exhibit D** to provide a water right to fill the pond with groundwater for aesthetic use.

N. Condition no. 3 of Permit 63-12187 requires Pacific Links to provide mitigation for the consumptive use (evaporative loss) of ground water collected in Pond 1. IDWR will also require mitigation for consumptive use of ground water collected in Pond 2 as a condition of permit approval, the use water and perfection of a water right for that pond. Pacific Links and Spurwing have requested that Eureka agree to file the Application for Transfer of Water Right ("**Transfer Application**") attached hereto as **Exhibit E**

O. Pacific Links and Spurwing LLC acknowledge that Pacific Links and Spurwing LLC's implementation of the attached Plan is required as a condition of Eureka's agreement to file the attached Transfer Application to modify Eureka's water right no. 63-145 to provide the surface water required by IDWR to mitigate for the consumptive use (evaporative loss) of ground water collected in Pond 1 pursuant to permit no. 63-12187.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements herein contained, and in consideration of the recitals above, which are incorporated herein as if set forth below, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I POND 1 IRRIGATION SYSTEM PLAN

1.1. **Pond 1 Irrigation System Plan Approval and Adoption.** The Parties approve and adopt the Pond 1 Irrigation System Plan attached hereto as **Exhibit A** for the delivery, measurement, reporting, management and adjustment of water inflows to and outflows from Pond 1 to irrigate the Spurwing Bench Land (Spurwing G.C., Spurwing Sub. and Olivetree Sub.).

1.2. **Spurwing LLC Oversight, Operation and Maintenance of the Pond 1 Irrigation System.** Spurwing LLC shall oversee, manage, operate and maintain the Pond 1 Irrigation System in accordance with the Plan, including, but not limited to, the delivery, measurement, reporting, management and adjustment of water inflows to and outflows from Pond 1 to irrigate the Spurwing Bench Land. In the event Spurwing LLC's responsibilities described in this Section and this Agreement are terminated, Pacific Links or Pacific Links' designee shall assume and perform these responsibilities, and Pacific Links shall provide Spurwing HOA written notice within ten (10) business days after such change.

1.3. **Plan Amendment.** Amendments to the Plan shall be made by mutual, written agreement of the Parties.

1.4. **Plan Implementation.** Spurwing LLC shall fully implement the Plan before the delivery of water to Pond 1 begins in 2023. Implementation, demonstrated by meeting the Pond 1 System management, operation, measurement, measurement reporting and maintenance requirements of the Plan shall be an ongoing requirement and condition of IDWR and Eureka approval of the Plan. Failure to meet these requirements shall be cause for Eureka to withdraw the Transfer Application prior to IDWR approval, or to file a transfer application to remove and change back to irrigation any mitigation uses related to Pond 1 or Pond 2.

ARTICLE II WATER MEASURING EQUIPMENT INSTALLATION, OPERATION AND MAINTENANCE

2.1. **Installation and Operation Timeline.** Pacific Links and Spurwing LLC shall ensure that the devices, equipment, data telemetry systems and other improvements described in the Plan to measure, record, report, manage and adjust the quantities of water delivered to and from Pond 1 to irrigate the Spurwing Bench Land (Spurwing G.C., Spurwing Sub. and Olivetree Sub.) will be installed and operational before the delivery of water to Pond 1 begins in 2023.

2.2. **Operation and Maintenance.** Pacific Links and Spurwing LLC shall ensure that all deliveries of water to and from Pond 1 to irrigate the Spurwing Bench Land are measured, recorded, reported, managed and adjusted in accordance with Section 3 of the Plan, and that all measuring system maintenance is performed in accordance with Section 4 of the Plan.

ARTICLE III TRANSFER APPLICATION AND IDWR APPROVAL OF THE PLAN

3.1. **Transfer Application.** Eureka agrees to file the attached Transfer Application upon execution of this Agreement by all the Parties. Eureka shall have the absolute and unqualified right to withdraw the Transfer Application if IDWR proposes to modify or limit the change in use described in the Transfer Application or impose conditions that are unacceptable to Eureka. If Eureka withdraws the Transfer Application, this Agreement shall become null and void, and Eureka shall not deliver and Spurwing not use Eureka water for mitigation and/or aesthetic use.

ARTICLE IV MISCELLANEOUS

4.1. **Incorporation by Reference.** All exhibits referenced in and attached to this Agreement are incorporated herein as material terms of this Agreement.

4.2. **Term.** This Agreement is effective from the Effective Date and shall continue in full force and effect until termination of this Agreement by mutual written agreement of the Parties.

4.3. **Authority.** Each Party represents to the other that it has the authority to execute this Agreement and to perform all the terms and conditions required of such Party as provided under this Agreement.

4.4. **Contacts and Notices.** Contacts and Notices provided pursuant to this Agreement or for any other purpose between the parties shall be addressed to the following until either Party notifies the other in writing of a change of address:

To Pacific Links: 200 North Fourth Street, Suite 206
Boise, ID 83701

To Spurwing LLC: 6800 North Spurwing Way
Meridian, ID 83642

Eureka: c/o Eureka Secretary/Treasurer
6820 W. Rosebriar Lane
Meridian, ID 83646

4.5. **Indemnification.** Each Party to this Agreement agrees to indemnify, hold harmless and defend the other Parties from any injury, damages, claim, lien, cost and/or expense (including reasonable attorney's fees) incurred by, or asserted against, the Party by reason of the

negligent acts or omissions of the Party or its or its agents, contractors or subcontractors in carrying out the activities authorized by this Agreement.

4.6. **Limitation of Agreement.** The Parties intend to be and shall remain separate parties to this Agreement, and they specifically do not intend to be partners or to form a partnership or joint venture under Idaho state law. Nothing herein shall be construed to constitute any Party the agent of the other, except insofar as specifically provided for herein. Nothing in this Agreement shall create or support a claim of estoppel, waiver, prescription or adverse possession by Spurwing or any third Party against Eureka. This Agreement is not intended for the benefit of any third Party and is not enforceable by any third Party.

4.7. **Entire Agreement.** This Agreement embodies the entire agreement between the Parties hereto with respect to the subject matter hereof. No change, modification or amendment to or of this Agreement of any kind whatsoever shall be made or claimed by either Party unless such change, modification or amendment shall be in writing and signed by both Parties. Nothing herein shall obligate either Party to agree to any such change, modification or amendment.

4.8. **Severability.** In the event any term or provision of this Agreement shall be held illegal, invalid or unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.

4.9. **Legal Representation, Attorneys Fees and Costs.** The Parties acknowledge and agree that the Plan and this Agreement have been prepared by attorney Daniel Steenson of Sawtooth Law Offices, PLLC (“Attorney”) on behalf of each and all of them. Pacific Links, Spurwing LLC and Eureka each gives its informed consent to such joint representation and waives any and all claims of conflict of interest by the Attorney in such representation. Spurwing LLC agrees to pay all attorney fees, engineering fees and all other costs charged or incurred by the Attorney in preparing the Plan and this Agreement, and in connection with filing, processing, prosecuting, and otherwise representing the Parties with respect to the Transfer Application.

4.10. **Governing Law.** This Agreement shall be governed by the laws of the State of Idaho.

4.11. **Enforcement and Attorney’s Fees.** Should any Party to this Agreement incurs costs or attorney fees in connection with efforts to enforce the provisions of this Agreement, whether by institution of suit or not, the Party rightfully enforcing or rightfully resisting enforcement of the provisions of this Agreement, or the prevailing Party in case suit is instituted, shall be entitled to reimbursement for its costs and reasonable attorney fees from the other Party.

4.12. **Binding Effect.** The covenants, conditions and agreements herein contained shall constitute covenants to run with, and running with, all of the lands of Pacific Links described in Exhibit B, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the benefit of each of the parties hereto and their respective heirs, successors and assigns.

4.13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all together shall constitute one and the same agreement.

//INTENTIONALLY BLANK//

PACIFIC LINKS LIMITED LIABILITY COMPANY,
an Idaho limited liability company

By: 
Its PRESIDENT

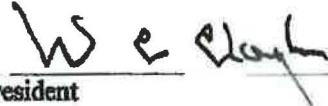
Date: 11-15-22

THE CLUB AT SPURWING, LLC,
an Idaho limited liability company

By: 
Its Member

Date: 11/15/22

EUREKA WATER COMPANY,
an Idaho corporation

By: 
Its President

Date: 11/15/22





Page 1

State of Idaho
Department of Water Resources
Permit to Appropriate Water

NO. 63-12187

Priority: March 08, 1995

Maximum Diversion Rate: 2.66 CFS

This is to certify, that PACIFIC LINKS LIMITED LIABILITY COMPANY
200 N 4TH ST STE 206
BOISE ID 83701

has applied for a permit to appropriate water from:

Source: GROUND WATER

Tributary: BOISE RIVER

and a permit is APPROVED for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>ANNUAL VOLUME</u>
IRRIGATION	03/15 to 11/15	2.66 CFS	
AESTHETIC STORAGE	01/01 to 12/31		50.0 AF

LOCATION OF POINT(S) OF DIVERSION:

GROUND WATER SW¼NW¼ Sec. 23, Twp 04N, Rge 01W, B.M. ADA County

PLACE OF USE: IRRIGATION

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N 01W 22	20.0	10.0	18.0	30.0													78.0
04N 01W 23			6.0				24.0	25.0									55.0

Total Acres: 133

PLACE OF USE: AESTHETIC STORAGE

Twp Rge Sec	NE				NW				SW				SE				Totals
	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N 01W 22				X													
04N 01W 23							X										

CONDITIONS OF APPROVAL

1. Proof of application of water to beneficial use shall be submitted on or before **March 01, 2005**.
2. Subject to all prior water rights.
3. Prior to submitting proof of beneficial use in connection with this permit, the permit holder shall mitigate for the consumption of water under this right by changing the nature of use of a portion of the Eureka Water Company surface water rights or other water rights authorizing the irrigation of six acres from irrigation to mitigation or by placing water rights for six acres of irrigation in the state water supply bank.

Page 2

State of Idaho
Department of Water Resources
Permit to Appropriate Water
NO. 63-12187

CONDITIONS OF APPROVAL CONTINUED

4. Prior to August 1, 2004, the right holder shall submit a plan for monitoring the operation of the irrigation system at Spur Wing Country Club to the Department for approval. The plan shall describe the frequency of measurement readings, the frequency of comparisons of the readings, a description and schedule of maintenance of the measuring devices, the operator who will be responsible for measurement and reconciliation of the measurements to ensure compliance, and who will oversee the measurement and reconciliation to ensure it is continuing. In addition, the plan must include a manual describing the measurement procedures that will be used as a reference for the person directly responsible for measuring. The plan must also designate a person responsible for oversight and training of the operator. The right holder shall not divert water under this right after August 1, 2004, until the Department approves the plan. Noncompliance with any portion of the plan is cause for the director to issue a notice of violation, a cease and desist order, cancel or revoke this water right, and to seek civil penalties and injunctive relief.
5. Water stored under this right is subject to fluctuations of the water table caused by changes in the flow of local streams and by diversions under prior ground water rights. This right does not guarantee the maintenance of any particular ground water level.
6. The Director retains jurisdiction to require the right holder to provide purchased or leased natural flow or stored water to offset depletion of Lower Snake River flows if needed for salmon migration purposes. The amount of water required to be released into the Snake River or a tributary, if needed for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this permit.
7. The right holder shall make full beneficial use of all surface water rights available to the right holder from the Eureka Canal for irrigation of the lands authorized to be irrigated under this right. The right holder shall limit the diversion of ground water under this right to those times early and late in the irrigation season when the surface water supply is not available or the surface water supply is not reasonably sufficient to irrigate the place of use authorized under this right. The authorized timing for the diversion of water under this right is further described as follows:
 - A. During times when surface water is flowing in the Eureka Canal for irrigation and water is being delivered for irrigation by the Settlers Irrigation District,, diversion from the pond where the sources of irrigation water are commingled shall not exceed the total of the flow delivered to the pond from the Eureka Water Company, Settlers Irrigation District, and from ground water diverted under water right no. 63-10572.
 - B. During times in the irrigation season when water is flowing in the Eureka Canal for irrigation, but water is not being delivered for irrigation by the Settlers Irrigation District, diversion from the pond where the sources of water are commingled shall not exceed the total of the flow delivered to the pond from the Eureka Water Company and from ground water diverted under water right no. 63-10572.
 - C. During times in the irrigation season when water is not flowing in the Eureka Canal for irrigation, and water is not being delivered for irrigation by the Settlers Irrigation District, sufficient ground water must be delivered to the pond from water right no. 63-10572 to irrigate all of the place of use described by water right no. 63-10572 prior to diversion of water under this water right.

Page 3

State of Idaho
Department of Water Resources
Permit to Appropriate Water
NO. 63-12187

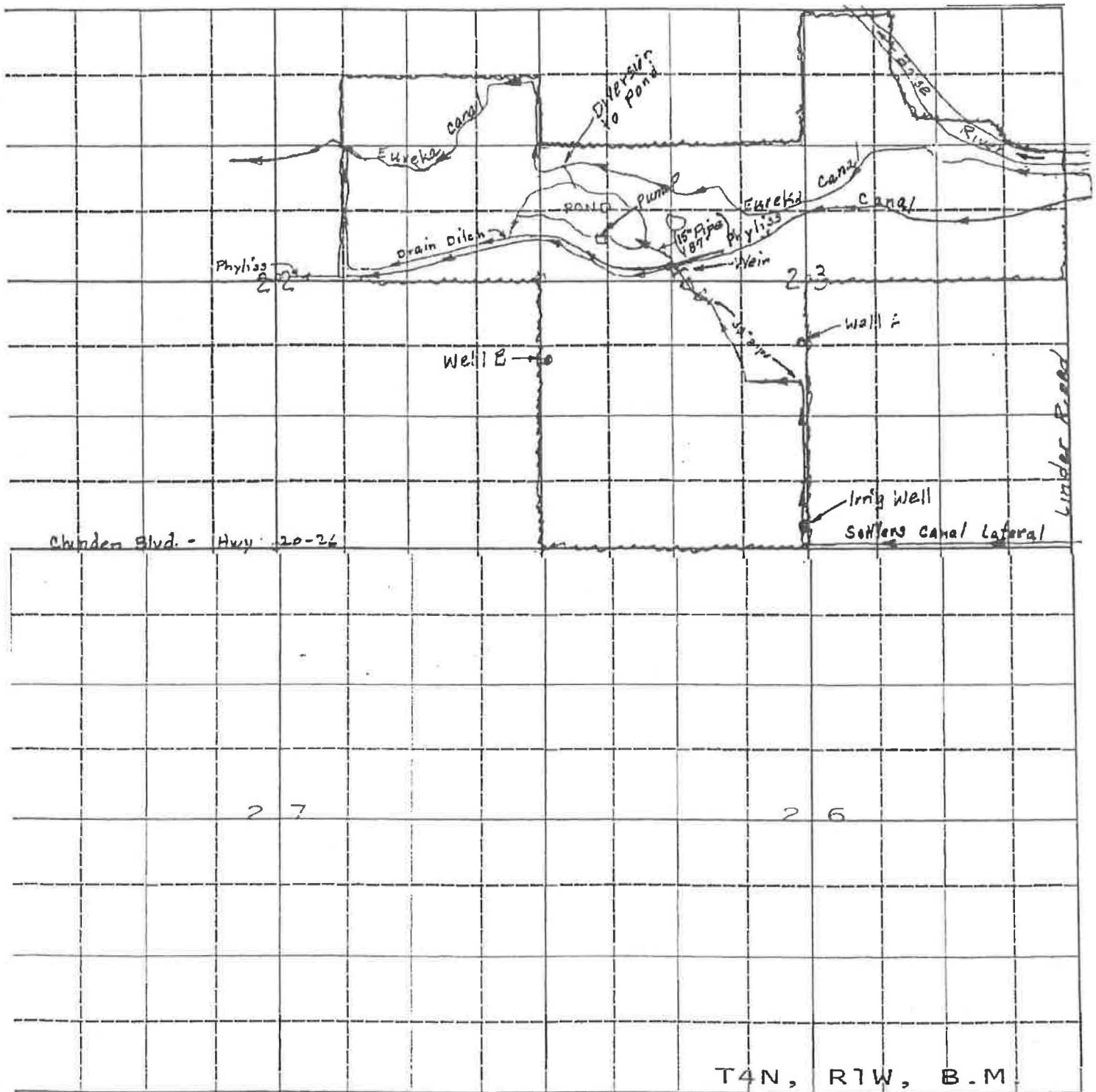
CONDITIONS OF APPROVAL CONTINUED

8. If the surface water right(s) appurtenant to the place of use is sold, transferred, leased or used on any other place of use, this right to divert groundwater shall not be used for irrigation purposes without an approved transfer pursuant to Section 42-222, Idaho Code, or approval of the Department if a transfer is not required.
9. This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor exceed a combined annual maximum diversion volume of 599 af at the field headgate for the lands above.
10. This right when combined with all other rights shall provide no more than 4.5 afa per acre at the field headgate for irrigation of the lands above.
11. Failure of the right holder to comply with any condition of approval is cause for the Director to void this permit.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code. Witness the signature of the Director, affixed at Boise, this 16th day of March, 2004.


KARL J DREHER, Director

13. Map of proposed project: show clearly the proposed point of diversion, place of use, section number, township and range number.



Scale: 2 inches equal 1 mile.

T4N, R1W, B.M.
ADA COUNTY, ID.

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

SPURWING HOMEOWNERS ASSOCIATION

[Signature]
(Applicant)

John W. Hewitt, President

SPURWING POND 1 IRRIGATION & WATER MEASURING SYSTEM
DESCRIPTION, OPERATION AND MAINTENANCE PLAN
Updated November 15, 2022

This document ("**Pond 1 Irrigation System Plan**") contains a description, operation and maintenance plan for the irrigation and water measuring system ("**Pond 1 Irrigation System**") through which water from multiple sources is commingled in a constructed pond, labeled "**Pond 1**" in **Attachment 1**, and distributed to irrigate The Club at SpurWing ("**Spurwing**") Championship Golf Course, clubhouse grounds, and the adjoining subdivisions. The Spurwing Challenge Golf Course and adjoining subdivision ("**Spurwing Challenge land**", marked in red in **Attachment 1**) are not irrigated from the Pond 1 Irrigation System.

This Pond 1 Irrigation System Plan provides information and instructions to:

1. operate, monitor and maintain the Pond 1 Irrigation System to ensure compliance with the water rights for the following water sources that are commingled in Pond 1:
 - a. surface water delivered by Settlers Irrigation District ("**Settlers**");
 - b. ground water diverted from a private well labeled "**Well 1**" in **Attachment 1** pursuant to water right no. 63-10572;
 - c. surface water delivered by Eureka Water Company ("**Eureka**"), and
 - d. ground water collected in Pond 1 pursuant to water right permit no. 63-12187;
2. ensure that the quantity of water pumped from Pond 1 to irrigate the Spurwing Bench Land (G.C Bench Land and Spurwing Subs.) does not exceed the quantity of water conveyed to Pond 1 from Settlers and/or Well 1;
3. ensure that the quantity of Eureka water commingled in the Pond 1 Irrigation System is not used outside the service area of Eureka's water rights, and
4. comply with condition no. 4 of water right permit no. 63-12187 issued by the Idaho Department of Water Resources ("**IDWR**") for irrigation and aesthetic use of ground water in Pond 1, which provides:

Prior to August 1, 2004, the right holder will submit a plan for monitoring the operation of the irrigation system at Spur Wing Country Club to the Department for approval. The plan will describe the frequency of measurement readings, the frequency of comparisons of the readings, a description and schedule of maintenance of the measuring devices, the operator who will be responsible for measurement and reconciliation of the measurements to ensure compliance, and who will oversee the measurement and reconciliation to ensure it is continuing. In addition, the plan must include a manual describing the measurement procedures that will be used as a reference for the person directly responsible for measuring. The plan must also designate a person responsible for oversight and training of the operator. The right holder will not divert water under this right after August 1, 2004, until the Department approves the plan. Noncompliance with any portion of the plan is cause for the director to issue a notice of violation, a cease and desist order, cancel or revoke this water right, and to seek civil penalties and injunctive relief.

This Plan will be updated as necessary to reflect changes in the Pond 1 Irrigation system, water rights and land areas irrigated with water delivered from Pond 1.

1. Spurwing and Spurwing Subdivisions: Land and Water Rights

Spurwing consists of a clubhouse, Championship Golf Course, Challenge Golf Course, and related grounds and facilities, located between Tenmile Road and Linder Road off Chinden Boulevard, in Sections 22 & 23 of Township 4 North, Range 1 West, Boise Meridian, as depicted in **Attachment 1**. Spurwing, LLC (“**Spurwing LLC**”) owns, operates and maintains Spurwing for the use of Spurwing members.

The Championship Golf Course and subsequently-developed Challenge Golf Course were each developed with adjoining subdivisions. The subdivisions adjoining the Spurwing Championship Golf Course are depicted in **Attachment 1**. Spurwing Subdivision (“**Spurwing Sub.**”) consists of three areas marked in orange, and Olivetree at Spurwing Subdivision (“**Olivetree Sub.**”) is marked in yellow in **Attachment 1**. Olivetree Sub. and Spurwing Sub. are collectively referred to herein as “**Spurwing Subs.**” The interests of Spurwing Sub. lot owners are represented by Spurwing Homeowner’s Association, Inc. (“**Spurwing HOA**”). The interests of Olivetree Sub. lot owners are represented by Olive Homeowners’ Association, Inc. (“**Olivetree HOA**”).

The Spurwing Championship Golf Course holes 1-5 and 18, Practice Green (“**PG**”), Practice Course (“**PC**”), and clubhouse grounds are located south of the Phyllis Canal as shown in **Attachment 1** (“**G.C. Bench Land**”). The adjoining Spurwing Subs. are marked in orange and yellow in **Attachment 1**. The land area occupied by the G.C. Bench Land and Spurwing Subs. (not including the Spurwing Challenge Golf Course and adjoining subdivision), is collectively referred to as “**Spurwing Bench Land**”.

Spurwing Championship Golf Course holes 6-17 are located north of the Phyllis Canal as shown in **Attachment 1**, and this area is hereinafter referred to as “**G.C. Bottom Land**”.

Pacific Links Limited Liability Company (“Pacific Links”) owns the G.C. Bottom Land and portions of the G.C. Bench Land, and leases those land areas to Spurwing LLC.

1.1. Spurwing Bench Land: Settlers and Well 1 Water

The Spurwing Bench Land is irrigated with surface water delivered by Settlers and by groundwater diverted from Well 1 pursuant to water right no. 63-10572. Settlers water is generally available from April 1 to October 31. The G.C. Bench Land and the Spurwing Subs. utilize Well 1 between March 15 and November 15 when Settlers water is not available or is insufficient to irrigate the Spurwing Bench Land.

1.2. Spurwing Golf Course Bottom Land: Eureka and Pond 1 Water

The G.C. Bottom Land is irrigated with surface water delivered by Eureka and by groundwater collected in Pond 1 pursuant to water permit no. 63-012187. Like the Settlers water, the Eureka water is generally available from April 1 to October 31. Spurwing utilizes groundwater from

Pond 1 to supplement its use of Eureka water on the G.C. Bottom Land in the same way it uses Well 1 to supplement its use of Settlers water on the G.C. Bench Land.

1.3. Spurwing Challenge Land and Water rights

The Spurwing Challenge land is irrigated with surface water delivered by Settlers and by groundwater diverted through a private well labeled “Well 2” in **Attachment 1** pursuant to water right no. 63-31860. This water is generally available from April 1 to October 31. Spurwing utilizes the groundwater right between March 15 and November 15 when the full quantity Settlers water is not available.

None of the Spurwing Challenge land is irrigated from the Pond 1 Irrigation System.

2. Pond 1 Irrigation and Water Measuring System

This Section describes the components of the Pond 1 Irrigation System through which water is conveyed to and from Pond 1 to irrigate the Spurwing Bench Land (G.C. Bench Land and Spurwing Subs.) and the G.C. Bottom Land.

2.1. Conveyance and Measurement of Water to Pond 1

Spurwing LLC conveys and measures water from Settlers, Well 1 and Eureka to Pond 1. The locations of these sources, the pipeline conveyances to Pond 1, and measuring devices are depicted in **Attachment 1**. Ground level photographs, diagrams, rating tables and other information describing the conveyance facilities and measuring devices are included in **Attachments 2-3**.

2.1.1. Settlers Water Conveyance

Settlers water is delivered to the southern boundary of the Spurwing Challenge land area at the location marked in **Attachment 1**. The Spurwing Settlers headgate and the control works are shown in **Attachment 2**. Settlers LLC conveys Settlers water by pipeline due east, then through a series of 3 ponds located within the Spurwing Challenge land area marked in red in **Attachment 1**. Settlers water is conveyed from the 3rd pond to a pipeline which conveys the water to two concrete flow-splitting cippoletti weirs (“**Split Weirs**”) at the location depicted in **Attachment 1**. These weirs are shown and described in the photographs, diagram, and rating tables in **Attachment 2**. One weir discharges excess water to the Phyllis Canal (“**Spill Weir**”). The other weir measures and diverts water into a 12-inch diameter by 400 feet long PVC pipeline which crosses the canal on a bridge and then flows into Pond 1 as depicted in **Attachment 1** (“**Delivery Weir**”).

2.1.2. Well 1 Water Conveyance

Well 1 is located near the southern boundary of the Spurwing Bench Land at the Spurwing entrance from Chinden Blvd. Water from Well 1 is conveyed due west by pipe to the 3rd Challenge Golf Course pond, then through the pond and the same pipeline that conveys water to

the Split Weirs for delivery to Pond 1 as described in Section 2.1.1. Well 1 is used between March 15 and November 15 when Settlers water is not available or is insufficient to irrigate the Spurwing Bench Land.

2.1.3. Measurement and Recording of Settlers and Well 1 Inflows to Pond 1

The quantity of Settlers water and Well 1 water conveyed to Pond 1 is measured at the Delivery Weir that diverts water into the pipeline to Pond 1. A more robust trash rack will be installed at the Split Weirs intake, and the existing measuring device in the Delivery Weir will be upgraded with the automated, continuous flow measurement and data telemetry components described in **Attachment 4, all to be installed and operational before the conveyance of water to Pond 1 begins in 2023.**

Spurwing LLC will record the measurements of the quantity of water delivered to Pond 1 daily in gallons per day and/or acre feet per day in the log attached as **Attachment 11 ("Measurement Log")**.

2.1.4. Eureka Water Conveyance and Measurement

Eureka Water is diverted and measured from the Eureka Main Canal to Pond 1 at the approximate location marked as "Eureka Delivery & Metergate" in **Attachment 1**. Photographs and a diagram of the Eureka delivery structure and 12" metergate, with rating tables and an October 9, 2003 report from Dave Shaw of ERO Resources are included in **Attachment 3**. Eureka water is delivered to Spurwing, and the Eureka delivery structure is operated, maintained, repaired and replaced, in accordance with the Eureka Water Company Rules, attached as **Attachment 5**, as those Rules may be amended by the Eureka Board of Directors in the future. As provided in these Rules, when the Spurwing delivery is not controlled by a watermaster or ditch rider that has been appointed by the Eureka Board of Directors, Spurwing LLC may operate its delivery point in accordance with the Rules and instruction from the Eureka Board of Directors.

Eureka water is conveyed from the Eureka Main Canal approximately 200 feet through 12-inch PVC pipe to Pond 1. The quantity of water conveyed from Eureka to Pond 1 is measured at the Eureka delivery point.

2.2. Delivery, Use and Measurement of Water from Pond 1

Water is pumped from Pond 1 by the Spurwing Championship Golf Course Pump Station ("**G.C. Pump Station**") and the Spurwing HOA Pump Station ("**HOA Pump Station**") at the locations marked in **Attachment 1**, by the pumps shown in **Attachment 6**.

2.2.1. Spurwing Championship Golf Course

Spurwing LLC operates, maintains and controls the G.C. Pump Station to pump water from Pond 1 through a mainline ("**G.C. Mainline**") to two pipelines ("**G.C. Pipelines**"): one that delivers

water to irrigate the G.C. Bottom Land (“**G.C. Bottom Land Pipeline**”), and one that delivers water to irrigate the G.C. Bench Land (“**G.C. Bench Land Pipeline**”).

There is an existing flow meter in the G.C. Mainline that can be used to measure the total flow of water pumped from Pond 1 by the G.C. Pump Station.

The continuous flow meter described in **Attachment 7** and related data telemetry equipment to measure and record the quantity of water pumped from Pond 1 through the G.C. Bench Land Pipeline *will be installed and operational before the conveyance of water to Pond 1 begins in 2023.*

The quantity of water pumped from Pond 1 through the G.C. Bench Land Pipeline will be recorded daily in gallons per day and/or acre feet per day in the Measurement Log attached as **Attachment 11**.

Once the G.C. Pipelines are charged and pressurized, the quantity of water used to irrigate the G.C. Bottom Land and the G.C. Bench Land is controlled by a Hunter software program called the Pilot Command Center (“Pilot”) software. The manufacturer’s description of the Pilot software is at:

<https://www.hunterindustries.com/irrigation-product/golf-central-control/pilotr-command-center-software>. The manufacturer’s description of the Pilot software installed at Spurwing is at: <https://www.hunterindustries.com/site-study/club-spurwing>.

Through the Pilot software, Spurwing LLC can set the rate of application to each sprinkler. Spurwing LLC’s Superintendent evaluates the condition of the grass and soil moisture content, and sets the sprinklers through Pilot to achieve a specified evapotranspiration (ET) rate. Pilot achieves the desired rate of application by controlling the run time for each sprinkler. Pilot tracks the amount of water applied to each irrigated area. A report showing the quantity of water applied to these areas on May 16, 2022 is included in **Attachment 8**.

The daily water usage reported by the Pilot software accounts for all daily water delivery from Pond 1 to irrigate the G.C. Bottom Land and the G.C. Bench Land. In the attached pages of the Pilot software report (**Attachment 8**), the quantities of water applied to the G.C. Bench Land and B.C. Bottom Land are listed by the following entries for golf course holes and practice areas (marked in **Attachment 1**):

<u>Bench land</u>	<u>Bottom Land</u>
Champion 1	Champion 6
Champion 2	Champion 7
Champion 3	Champion 8
Champion 4	Champion 9
Champion 5	Champion 10
Champion 18 (includes clubhouse)	Champion 11
Champion PG	Champion 12
Champion PC	Champion 13
	Champion 14

Champion 15
Champion 16
Champion New 17
Champion Old 17

2.2.2. Spurwing Subdivisions Delivery and Use of Water

Spurwing HOA operates, maintains and controls the HOA Pump Station to pump water from Pond 1 through a mainline (“**HOA Mainline**”) to pipelines that deliver water to irrigate the Spurwing Subs. Spurwing HOA owns, operates and maintains a pressurized irrigation system (“**HOA Irrigation System**”) to provide water to lots within Spurwing Sub. as depicted on the plat thereof recorded in Ada County Recorder on July 6, 1995 as Instrument No. 1995-045763, and to Olivetree Subdivision pursuant to the 2014 Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Spurwing Subdivision, attached as **Attachment 9**.

The continuous flow meter and related data telemetry equipment described in **Attachment 10** to measure and record the quantity of water pumped from Pond 1 through the HOA Mainline *will be installed and operational before the conveyance of water to Pond 1 begins in 2023*.

The quantity of water pumped from Pond 1 through the HOA Mainline will be recorded daily in gallons per day and/or acre feet per day in the Measurement Log attached as **Attachment 11**.

Once the Subs. Pipelines are charged and pressurized, each lot owner controls the timing and quantity of water used on their lot. The HOAs do not control, regulate or monitor water usage by each lot, and as of 2022 there are no schedules for lot owners to rotate water use.

3. Pond 1 Irrigation System Operation: Inflow and Outflow Measurement and Adjustment

Spurwing LLC’s Superintendent will oversee and manage the operation of the Pond 1 Irrigation System, including all measuring devices and monitoring procedures.

3.1. Start of Irrigation Season: Turn On

Spurwing LLC may begin pumping water from Pond 1 at the start of the irrigation season to irrigate the G.C. Bench Land after the delivery of water from Settlers and/or Well 1 to Pond 1 has begun. Spurwing LLC may begin pumping water from Pond 1 at the start of the irrigation season to irrigate the G.C. Bottom Land after the delivery of Eureka water to Pond 1 has begun, and/or when ground water in Pond 1 is available for irrigation pursuant to water permit no. 63-12187.

Spurwing HOA may begin pumping water from Pond 1 at the start of the irrigation season to irrigate the Spurwing Subs. after receiving notice from the Spurwing LLC Superintendent that the delivery of water from Settlers and/or Well 1 to Pond 1 has begun.

3.2. During the Irrigation Season: Inflow and Outflow Measurement and Adjustment

3.2.1. Water Measurement Recording.

Spurwing LLC's Superintendent will measure, monitor and record Pond 1 inflows and outflows for irrigation of the Spurwing Bench Land (G.C Bench Land and Spurwing Subs.) in the Measurement Log attached as **Attachment 11**. Spurwing LLC will record the following measurements daily in gallons per day and/or acre feet per day in the Measurement Log:

1. the quantity of water delivered to Pond 1 through the Delivery Weir;
2. the quantity of water pumped from Pond 1 through the G.C. Bench Land Pipeline, and
3. the quantity of water pumped from Pond 1 through the HOA Mainline.

Pond 1 inflow and outflow daily measurements will be compared each time they are recorded, and those comparisons will be included in the Measurement Log.

3.2.2. Water Measurement Reporting.

Spurwing LLC's Superintendent will provide an electronic copy of the Measurement Log to Eureka's and to Spurwing HOA's designated representatives once per week throughout the irrigation season, and to IDWR upon request.

3.2.2. Inflow and Outflow Adjustment.

All Settlers water delivered through the Spurwing Settlers Headgate to irrigate the Spurwing Bench Land will be conveyed to Pond 1. Boards shall be placed and retained in the Spill Weir at the high water mark on the upstream face of the Split Weirs structure (see Attachment 2, page 2), or at the level necessary to divert all water through the Delivery Weir, except in the event of flooding, in which case water may be spilled through the Spill Weir to prevent flood damage.

Using the Pond 1 inflow and outflow daily measurements and comparisons recorded in the Measurement Log, the Spurwing LLC Superintendent will adjust the delivery of water from Settlers and/or Well 1 to Pond 1 as necessary to ensure that the quantity of water pumped from Pond 1 to irrigate the Spurwing Bench Land does not exceed the quantity of water conveyed to Pond 1 from Settlers and/or Well 1.

When the daily volume of water pumped from Pond 1 to irrigate the Spurwing Bench Land exceeds the daily volume of water conveyed to Pond 1 from Settlers and/or Well 1, the Spurwing LLC Superintendent will increase the quantity of water delivered to Pond 1 from Settlers and/or Well 1.

If Settlers and/or Well 1 inflows cannot be increased to deliver the daily volume of outflows to the Spurwing Bench Land, then Spurwing LLC and Spurwing HOA will reduce their usage of water as necessary to reduce the outflows to be equal to or less than the inflows.

3.3. End of Irrigation Season: Turn Off

Spurwing LLC will cease pumping water from Pond 1 to irrigate the G.C. Bench Land when the delivery of water from Settlers and/or Well 1 to Pond 1 has ceased. Spurwing will cease pumping water from Pond 1 to irrigate the G.C. Bottom Land when the delivery of Eureka water to Pond 1 has ceased and/or ground water in Pond 1 is no longer available for irrigation pursuant to water permit no. 63-12187.

Spurwing HOA will cease pumping water from Pond 1 to irrigate the Spurwing Subs. within 24 hours after receiving notice from the Spurwing LLC Superintendent that the delivery of water from Settlers and/or Well 1 to Pond 1 has ceased.

4. Measuring System Maintenance

A. Split Weirs Measuring System: Pond 1 inflows from Settlers & Well 1

Spurwing LLC will inspect the Split Weirs structure daily, and remove vegetation and debris from the weir structure, trash rack and weirs as necessary to ensure the free flow of water to Pond 1. Spurwing LLC will spray the inflows to the Split Weirs twice per year with a non-selective herbicide. The weirs will be leveled once per year, as necessary.

B. Eureka Delivery Structure and Metergate

In accordance with the Eureka Water Company Rules attached as **Attachment 5** (as those Rules may be amended by the Eureka Board of Directors in the future) Spurwing LLC is responsible for the maintenance, repair and replacement of the delivery structure and metergate that delivers and measures Eureka Water to Pond 1.

C. G.C. Bench Land Pipeline and Subs. Pipeline Flow Meters: Water Delivery to G.C. Bench Land and Spurwing Subs.

The flow meters will be checked and maintained by the factory service technician once per year pursuant to contract with the manufacturer.

D. Pilot Command Center ("Pilot") software

The Pilot Command Center software program does not require maintenance, however, Spurwing LLC receives software updates and has a maintenance contract for the system with Hunter.





Settlers Irrigation District Delivery Point and Control Works



Control Works for Settlers Irrigation District Water

MICROFILMED

MAR 22 2004

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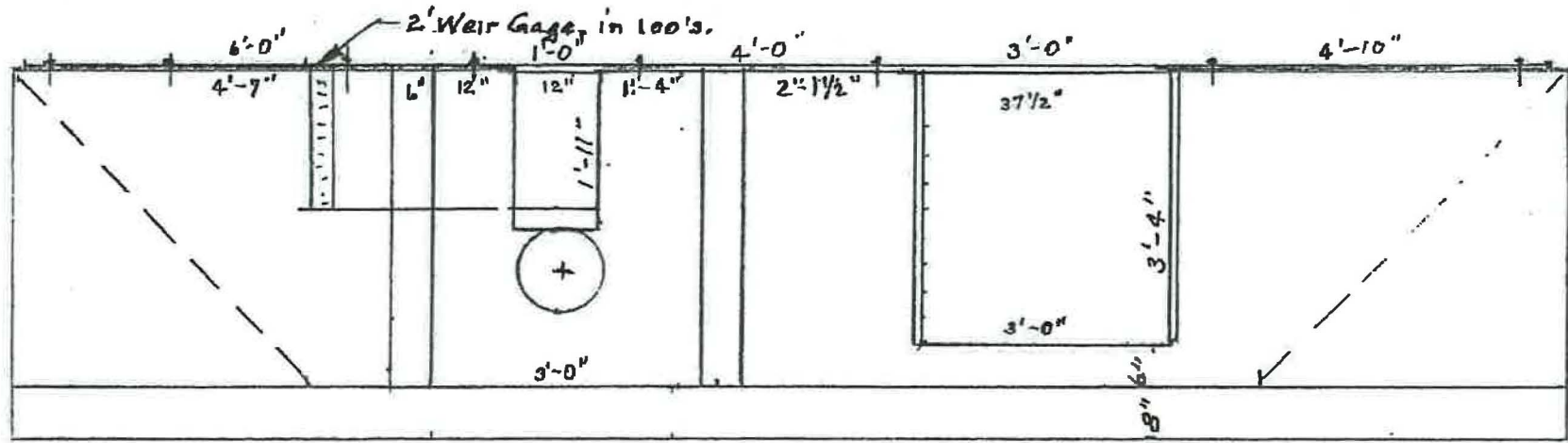
Ditch upstream from split weir structure.



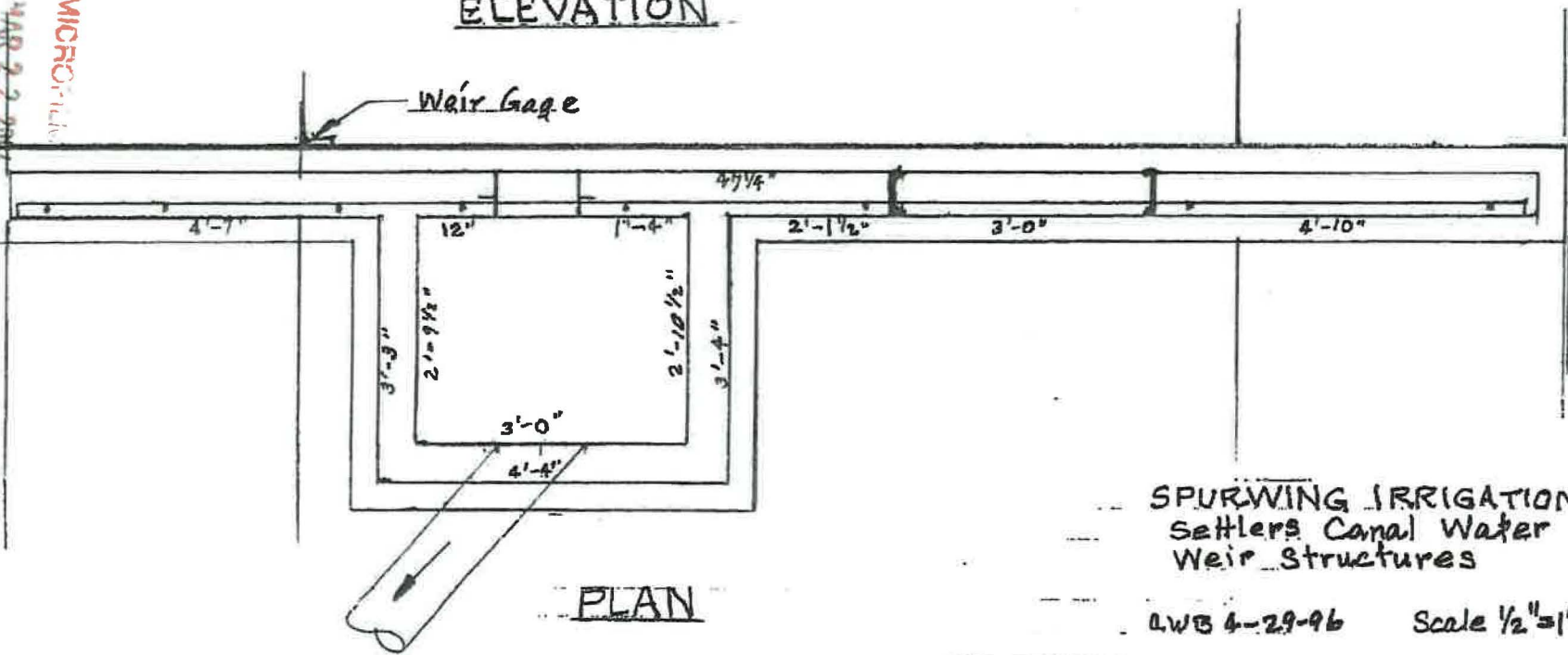
Split weir structure.



Pipeline discharge for Settlers and Well 1 water to Pond 1.



ELEVATION



PLAN

SPURRING IRRIGATION
Settlers Canal Water
Weir Structures

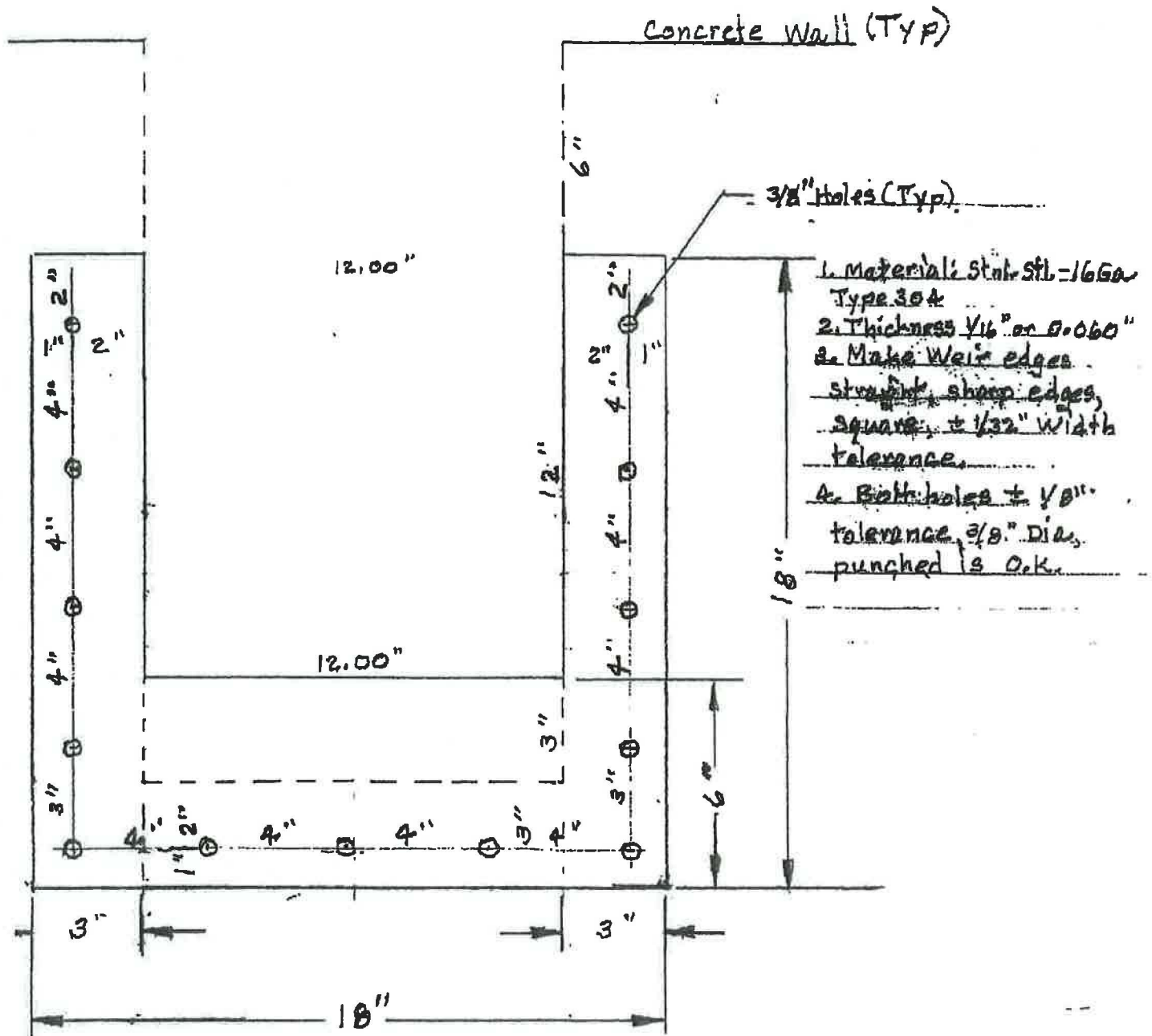
CWB 4-29-96 Scale 1/2"=1'-0"

DWG NO. CWB-960429

MICRO-TEC

MAR 22 2005

87260



SPURWING IRRIGATION

Settlers Canal Weir -
Rectangular Suppressed
 $Q = 3.33 \times L \times H^{3/2}$ (Francis)

MICROFILMED CWB, 4-28-96 Scale 3" = 12"

MAY 22 2004

DWG. NO. CWB-960428

B. & A. Engineers, Inc. 5505 W. Franklin Road • Boise, Idaho 83705-1055

SPURWING - SETTLERS CANAL
RECTANGULAR SUPPRESSED WEIR TABLE

APRIL 30, 1996

HEAD FEET	HEAD INCHES	FLOW CFS	FLOW MINERS INCHES	FLOW GPM
0.10	1 3/16	0.1053	5.3	47.2
0.15	1 13/16	0.2542	12.7	114.0
0.20	2 3/8	0.2978	14.9	133.5
0.25	3	0.4225	21.1	189.4
0.30	3 5/8	0.5472	27.4	245.3
0.35	4 1/8	0.6946	34.7	311.4
0.40	4 13/16	0.8420	42.1	377.5
0.45	5 13/32	1.0096	50.5	452.6
0.50	6	1.1773	58.9	527.8
0.55	6 19/32	1.3625	68.1	610.8
0.60	7 3/16	1.5476	77.4	693.8
0.65	7 25/32	1.7489	87.4	784.0
0.70	8 3/8	1.9503	97.5	874.3
0.75	9	2.1666	108.3	971.3
0.80	9 5/8	2.3828	119.1	1,068.2
0.85	10 7/32	2.6130	130.6	1,171.4
0.90	10 13/16	2.8432	142.2	1,274.6
0.95	11 13/32	3.0866	154.3	1,383.7
1.00	12	3.3300	166.5	1,492.8
1.05	12 19/32	3.5859	179.3	1,607.6
1.10	13 3/16	3.8418	192.1	1,722.3
1.15	13 25/32	4.1096	205.5	1,842.3
1.20	14 3/8	4.3774	218.9	1,962.4
1.25	15	4.6666	233.3	2,092.0
1.30	15 5/8	4.9358	246.8	2,212.7

2004

87240



Control Works and Measuring Metergate for Eureka Canal Company Water



MICROFILMED

MAR 22 2004

87249

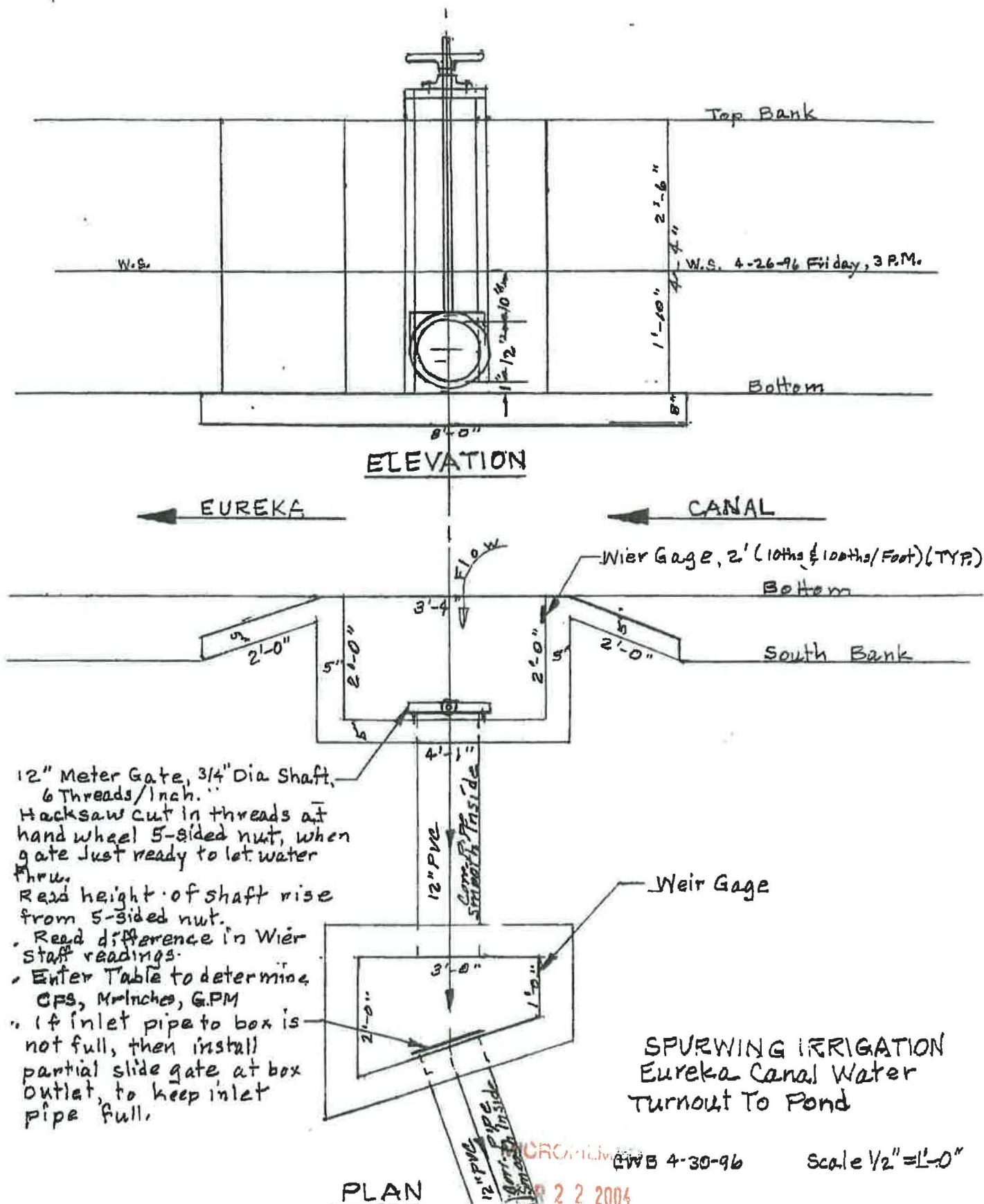


Table No. 14. DISCHARGE DATA--12" CALCO METERGATE

34

Head in Inches	Net Gate Opening in Inches												✓			
	2	2½	3	3½	4	4½	5	5½	6	7	8	9		10	11	12
	Discharge in Cubic Feet per Second															
1	.31	.37	.43	.50	.57	.64	.71	.76	.81	.94	1.06	1.15	1.23	1.31	1.38	
1½	.35	.42	.49	.57	.64	.71	.79	.85	.91	1.05	1.19	1.28	1.37	1.46	1.55	
1¾	.38	.46	.54	.62	.71	.78	.87	.94	1.00	1.16	1.31	1.41	1.51	1.61	1.70	
1¾	.42	.50	.58	.67	.77	.85	.95	1.01	1.08	1.25	1.41	1.52	1.64	1.74	1.84	
2	.45	.53	.63	.72	.82	.91	1.01	1.08	1.16	1.34	1.51	1.64	1.75	1.86	1.97	
2¼	.47	.57	.67	.77	.87	.97	1.07	1.15	1.23	1.42	1.61	1.73	1.86	1.97	2.10	
2½	.50	.60	.70	.81	.92	1.02	1.13	1.21	1.30	1.50	1.70	1.83	1.96	2.08	2.20	
2¾	.53	.63	.74	.86	.97	1.07	1.19	1.28	1.37	1.58	1.79	1.92	2.08	2.19	2.32	
3	.55	.66	.77	.89	1.02	1.12	1.24	1.34	1.43	1.65	1.86	2.00	2.16	2.29	2.43	
3¼	.58	.69	.81	.93	1.06	1.16	1.30	1.39	1.49	1.72	1.94	2.09	2.24	2.38	2.52	
3½	.60	.72	.84	.97	1.10	1.21	1.35	1.45	1.55	1.78	2.00	2.17	2.34	2.48	2.62	
3¾	.62	.74	.87	1.00	1.13	1.26	1.40	1.50	1.60	1.85	2.10	2.25	2.42	2.56	2.72	
4	.64	.77	.90	1.03	1.17	1.30	1.44	1.55	1.66	1.90	2.16	2.32	2.50	2.65	2.80	
4¼	.66	.79	.93	1.07	1.22	1.34	1.50	1.60	1.71	1.97	2.22	2.40	2.58	2.72	2.90	
4½	.68	.82	.96	1.10	1.25	1.38	1.53	1.64	1.76	2.02	2.29	2.47	2.65	2.80	2.98	
4¾	.70	.84	.99	1.13	1.28	1.42	1.57	1.69	1.82	2.08	2.35	2.53	2.72	2.88	3.05	
5	.72	.86	1.01	1.16	1.32	1.46	1.62	1.73	1.86	2.15	2.41	2.60	2.80	2.96	3.15	
5½	.76	.91	1.06	1.22	1.39	1.53	1.70	1.82	1.96	2.24	2.53	2.74	2.94	3.10	3.30	
6	.79	.95	1.11	1.28	1.45	1.61	1.78	1.81	2.05	2.35	2.65	2.85	3.05	3.25	3.45	
6¼	.83	.98	1.18	1.34	1.52	1.67	1.85	1.98	2.15	2.45	2.75	2.98	3.20	3.38	3.58	
7	.86	1.05	1.20	1.38	1.57	1.74	1.92	2.08	2.22	2.52	2.85	3.09	3.32	3.50	3.70	
7½	.89	1.08	1.25	1.44	1.63	1.80	2.00	2.15	2.30	2.63	2.98	3.20	3.45	3.64	3.85	
8	.92	1.10	1.29	1.48	1.68	1.88	2.05	2.21	2.38	2.71	3.05	3.30	3.55	3.75	3.96	
8¼	.95	1.14	1.33	1.53	1.74	1.92	2.12	2.29	2.45	2.80	3.15	3.40	3.65	3.88	4.10	
9	.98	1.17	1.37	1.58	1.80	1.98	2.20	2.35	2.54	2.88	3.25	3.50	3.78	4.00	4.22	
9½	1.00	1.20	1.41	1.62	1.85	2.03	2.25	2.42	2.60	2.97	3.35	3.60	3.87	4.10	4.35	
10	1.03	1.24	1.45	1.67	1.90	2.10	2.31	2.50	2.68	3.03	3.43	3.70	3.99	4.20	4.45	
11	1.08	1.30	1.54	1.75	2.00	2.20	2.45	2.63	2.81	3.20	3.60	3.90	4.20	4.43	4.70	
12	1.13	1.36	1.60	1.85	2.10	2.30	2.55	2.75	2.95	3.35	3.75	4.05	4.40	4.60	4.90	

1 CFS = 7.8 Gal

Handbook of Water Control

Table No. 14 (Continued). DISCHARGE DATA--12" CALCO METERGATE

Head in Inches	Net Gate Opening in Inches												✓			
	2	2½	3	3½	4	4½	5	5½	6	7	8	9		10	11	12
	Discharge in Cubic Feet per Second															
13	1.18	1.42	1.67	1.92	2.18	2.40	2.65	2.85	3.05	3.50	3.92	4.25	4.55	4.80	5.10	
14	1.23	1.48	1.75	2.00	2.27	2.50	2.75	2.97	3.18	3.60	4.10	4.40	4.74	5.00	5.30	
15	1.27	1.54	1.80	2.08	2.35	2.58	2.85	3.08	3.30	3.75	4.20	4.55	4.90	5.20	5.50	
16	1.33	1.59	1.86	2.15	2.43	2.68	2.95	3.18	3.40	3.98	4.35	4.70	5.05	5.35	5.65	
17	1.36	1.64	1.93	2.20	2.50	2.77	3.05	3.30	3.50	4.00	4.50	4.85	5.24	5.50	5.80	
18	1.40	1.70	2.00	2.28	2.59	2.85	3.15	3.38	3.63	4.10	4.65	5.00	5.40	5.70	6.00	
19	1.45	1.74	2.05	2.33	2.66	2.92	3.24	3.49	3.73	4.23	4.76	5.15	5.52	5.85	6.18	
20	1.49	1.79	2.10	2.40	2.73	3.00	3.32	3.58	3.83	4.35	4.90	5.29	5.68	6.00	6.35	
21	1.52	1.83	2.15	2.47	2.80	3.08	3.40	3.68	3.93	4.48	5.00	5.41	5.82	6.15	6.50	
22	1.56	1.88	2.20	2.51	2.88	3.17	3.49	3.76	4.02	4.58	5.14	5.54	5.98	6.30	6.66	
23	1.60	1.92	2.27	2.59	2.94	3.23	3.58	3.85	4.12	4.68	5.25	5.68	6.10	6.45	6.80	
24	1.64	1.97	2.31	2.65	3.00	3.30	3.65	3.92	4.22	4.75	5.35	5.80	6.21	6.58	6.95	
25	1.67	2.00	2.38	2.70	3.08	3.38	3.72	4.00	4.30	4.87	5.50	5.92	6.36	6.73	7.10	
26	1.70	2.05	2.41	2.75	3.12	3.44	3.80	4.10	4.40	4.98	5.60	6.02	6.50	6.85	7.25	
27	1.74	2.10	2.47	2.80	3.20	3.50	3.86	4.19	4.50	5.08	5.70	6.16	6.61	7.00	7.40	
28	1.77	2.13	2.50	2.85	3.26	3.58	3.95	4.28	4.58	5.16	5.80	6.28	6.75	7.10	7.51	
29	1.80	2.18	2.57	2.90	3.30	3.65	4.00	4.34	4.66	5.25	5.90	6.40	6.85	7.25	7.65	
30	1.84	2.21	2.60	2.99	3.38	3.70	4.10	4.41	4.73	5.33	6.00	6.50	6.98	7.40	7.80	
31	1.86	2.24	2.62	3.01	3.40	3.78	4.18	4.48	4.80	5.42	6.12	6.61	7.08	7.52	7.94	
32	1.90	2.28	2.67	3.06	3.46	3.82	4.23	4.55	4.89	5.51	6.22	6.72	7.20	7.65	8.07	
33	1.93	2.32	2.71	3.11	3.51	3.89	4.30	4.62	4.97	5.60	6.32	6.83	7.32	7.78	8.20	
34	1.96	2.35	2.75	3.16	3.57	3.95	4.37	4.69	5.04	5.68	6.42	6.94	7.43	7.90	8.33	
35	1.99	2.39	2.79	3.20	3.62	4.01	4.43	4.76	5.12	5.78	6.52	7.04	7.54	8.01	8.45	
36	2.02	2.42	2.83	3.25	3.67	4.06	4.50	4.83	5.19	5.87	6.62	7.14	7.65	8.11	8.57	
37	2.05	2.46	2.87	3.29	3.72	4.11	4.56	4.90	5.26	5.96	6.71	7.24	7.76	8.22	8.69	
38	2.08	2.49	2.91	3.34	3.77	4.17	4.62	4.97	5.33	6.03	6.80	7.34	7.87	8.33	8.81	
39	2.11	2.53	2.95	3.39	3.82	4.23	4.68	5.03	5.40	6.10	6.88	7.44	7.97	8.44	8.92	
40	2.13	2.57	2.99	3.43	3.87	4.29	4.73	5.09	5.47	6.17	6.97	7.54	8.07	8.55	9.03	

Hydraulic and Other Useful Data

35

MICROFILMED

MAR 22 2004

87349

ERO Resources Corp.
• 1106 N. Cole Rd., Suite G
Boise, ID 83704-8661
(208) 373-7983
Fax: 373-7985



Denver • Boise

www.eroresources.com
boise@eroresources.com

October 9, 2002

Mike Stiles
Spur Wing Golf Course
6800 N. Spur Wing Way
Meridian, ID 83642

RE: Water Diversion from the Eureka Canal

Dear Mike:

The following is an estimate of the diversion from the Eureka Canal based on the high water mark readings on the inlet and outlet staff gages at the metergate. Unfortunately, on the day you chose to take your measurements the Eureka Canal had reduced its diversions thereby reducing the head on the metergate and reducing the amount of water that Spur Wing was receiving. My understanding from the watermaster and observing the diversion is the Eureka runs fairly steady diversion rate throughout the summer and your diversion is some what controlled by the amount of water in the Eureka Canal as there are no check structures in the vicinity of your diversion.

The high water marks on the staff gages should represent the conditions for a reasonably constant diversion to Spur Wing during the summer months. The high water mark on the outside gage showed clearly at 1.55 feet on October 4, 2002 when I visited the site. The downstream staff gage at 1.4 feet results in a head of 0.15 feet for the metergate. Using the discharge data table for a 12 inch Calco metergate with 0.15 feet of head for an 11 inch net gate opening, the resulting flow rate is 1.76 cubic feet per second. This diversion rate is equivalent to 1,137,500 gallons per day.

Please let me know if I can provide you with any additional information.

Yours truly,

A handwritten signature in black ink that reads "Dave". The signature is written in a cursive style with a large, looped "D" and a trailing "ve".

David B. Shaw
Project Manager

DBS:sw

MICROFILM

MAR 22 2004

Consultants in
Natural Resources

87340

Transfer Attachment 10b -Page 33 of 88

Split Weir Component	Description	Cost Estimate
Trash Rack	Rack placing will be approximately 10' upstream of the current weir box/spill board structure. 8" or 10"x36" concrete pier (sono tube) placed on each side of ditch to attach trash rack and walk board to. Top of rack width will be approximately 8' wide (ditch width measured at 6.5') rack bars will be spaced 3" apart and will be angled at 30-40 degrees and extend down approximately 2' and will match the contour of the ditch across the section. Top cross support will either be 5" channel iron or tube, bottom frame will be 1.5"x3/16" flat bar. Bars will be 1/2 or 5/8" round bar or rebar. On backside of top cross bar would have some supports to attach a walk board plank to stand on while cleaning trash off.	\$1,000
Measuring Device with Data Telemetry: Equipment	DC battery powered Solar panel for charging Pressure Transducer water level sensor Metal powder coated equipment stand Nema 12 enclosure 24"x20"x12" Campbell Scientific CR800 datalogger	\$4,650
Measuring Device with Data Telemetry: Labor	Installation, site configuration, programming	\$1,250
Cellular option with 1 yr service	Cell210 modem Cellular Omni antenna Antenna coax Lightning suppressor Modem provisioning (Verizon) 1yr cellular service 25MB/month Currently cell service is \$144/yr after 1st yr Campbell Sci currently lets you purchase up to 5yrs of cellular service up front.	\$1,100
TOTAL		\$8,000
Pricing is good for 30 days for equipment, labor is firm.		

EUREKA WATER COMPANY RULES

William C. Clayton, President
Mark Phillips, Board Member
Mike Morris, Board Member
Terry Wickstrom, Secretary/Treasurer

Phone: (208) 286-7749

**THIRD OLDEST WATER RIGHT
ON THE
BOISE RIVER**

1,666 MINERS-INCHES

**PRIORITY DATE:
JUNE 1, 1865**

Transfer Attachment 10b Page 35 of 86

EUREKA WATER COMPANY

OWNING THE THIRD OLDEST WATER RIGHT ON THE BOISE RIVER, WITH A PRIORITY DATE OF JUNE 1, 1865



87240

EUREKA WATER COMPANY RULES

These Rules were adopted on April ___, 2006 by resolution of the Eureka Water Company Board of Directors. These Rules incorporate existing rules and practices adopted or approved by the company as well as additional provisions which the Board deems necessary and beneficial for management of the affairs of the corporation, including, but not limited to, the distribution of water to the company's shareholders, and the ongoing operation and maintenance of the company's irrigation works and system. An aerial photograph of the company's service area and water distribution system is attached.

I. Water Rights

The company owns Boise River natural flow water rights that provide the primary supply of irrigation water for shareholders. The company also owns the right to receive a portion of the water stored in Lucky Peak Reservoir to supplement its primary water right deliveries as the natural flow of the Boise River declines.

The water rights are appurtenant to the lands of the shareholders within the area served by the company's water distribution system. Irrigation is the sole, authorized use of the company's water rights. No shareholder may use water delivered by the company on any lands, for any purposes, at any times, or in any other manner not authorized by the company's water rights. No change in the company's water rights can occur without the company's authorization.

II. Eureka Shares

Each Eureka share entitles the shareholder to delivery of an equivalent amount (the proportion which the share bears to the total outstanding shares) of the water diverted from the Boise River by the company.

Like the company's water rights, Eureka shares are

appurtenant to the land and go with the land when the land is sold. Shareholders must notify the company's secretary when they sell their land so that the secretary can update the company's records to show the new owner.

Share transfers are subject to the following procedures:

1. The party desiring to transfer his or her share(s) (the "transferor") to another party (the "transferee") shall provide written notice of the transfer to the company's secretary. The notice shall include the following:
 - a. the name, address and phone number of the transferee;
 - b. the original share certificate(s) or, if the share certificates are lost, a signed, notarized letter stating the shares are lost and are relinquished to the company and that the company is to issue new certificates to the transferee;
 - c. a copy of the recorded deed and legal description of the transferor's property to which the shares are appurtenant with a statement of the number of acres in the property;
 - d. if the shares are to be transferred for use on property other than the transferor's property, a copy of the recorded deed and legal description of the transferee's property to which the shares are to become appurtenant with a statement of the number of acres in the property
 - e. an application fee in an amount as set by the Board (contact the secretary for the amount of the fee).
2. The company's Secretary shall record the transfer in the company's books and will issue the new share certificate(s) within 30 days following the preceding steps.

III. Delivery of Water to Shareholders

The company's diversion of water from the Boise River is under the control of the Watermaster for Water District 63. The company's water rights are diverted from the Boise River through Pioneer Irrigation District's diversion works and conveyed to the

company's main headgate in the Phyllis Canal. From the main headgate, the water is delivered into the company's main canal to the company's shareholders.

Water is delivered from the company's water distribution system to each shareholder only through point(s) of delivery (e.g. headgates) that have been authorized or recognized by the company. When not controlled by a watermaster or ditch rider that has been appointed by the Eureka Board of Directors, shareholders may operate their own points of delivery subject to the Eureka Water Company Rules and instruction from the Eureka Board of Directors. The company shall not be liable for any injury or damage that might result from a shareholder's operation of any point(s) of delivery, and any shareholder operating a point of delivery shall indemnify, hold harmless, and defend the company from all claims for such injuries or damages.

Water deliveries to each shareholder shall not, at any time, exceed the rate of diversion of water from the company's distribution system authorized by the shareholder's Eureka shares, except by prior agreement for rotation or exchange of water between the shareholder and other Eureka shareholders, or as otherwise permitted by the rules, resolutions or practices duly adopted by the Eureka Board of Directors. No shareholder may dam up, push back into, or otherwise impede the flow of water in the company's distribution system.

IV. The Eureka Water Distribution System and Easements

The company's water distribution system consists of its diversion works from the Phyllis Canal, the Eureka Main Canal and several laterals commonly referred to as: Back Lateral, South Lateral, North Lateral, Basco Lateral and Duck Alley Lateral.

The company owns easements for each of these facilities to convey irrigation water, to operate, clean, maintain, and repair them, and to access them for those purposes. Operation, maintenance and repair includes adjusting water flows, removing sediment and debris from the ditches, controlling weed growth by

mowing, spraying or burning, piping, lining and refurbishing ditches, and activities. The company has the right and responsibility to remove obstructions and exclude activities that unreasonably interfere with these activities.

As provided in Idaho Code section 42-1102, the company's easements include the right "to occupy such width of the land along the banks of the ditch, canal or conduit as is necessary to properly do the work of cleaning, maintaining and repairing the ditch, canal or conduit with personnel and with such equipment as is commonly used, or is reasonably adapted, to that work." The easement "also includes the right to deposit on the banks of the ditch or canal the debris and other matter necessarily required to be taken from the ditch or canal to properly clean and maintain it." The company is under no obligation to haul off material and/or debris that has been removed from the ditch or canal and deposited upon the banks. A land owner or shareholder shall obtain the permission of the company prior to removing any material from the bank of the canal or lateral. Should a land owner or shareholder elect to voluntarily remove material deposited on the bank of the canal or lateral by the company and the canal or lateral subsequently fails as a result of this activity, the sole responsibility for all repairs shall be borne by the party removing the material and not by the company.

The company's easement areas are not open to public use. Unauthorized third party use of these strips of land is a trespass upon the company's easement and underlying fee title estate.

The company shall not be liable for any injury or damage that might result from use of the company's easements by persons other than the company's agents or employees while acting within the scope of their agency or employment.

V. Operation and Maintenance of the Eureka Canal, Laterals and Diversion Works

The Eureka Board of Directors performs (through its employees or contractors) or reviews and approves: the operation,

Transfer Attachment 10b Page 40 of 88
maintenance, repair and replacement of the Eureka headworks; the installation, repair and replacement of all culverts, pipes, headgates and other structures and irrigation works in the Eureka Main Canal and its lateral ditch extensions; and all periodic maintenance and repair of the Eureka Main Canal and its lateral ditch extensions.

Periodic maintenance and repair includes, but is not limited to, dredging, canal bank repair, and repair and replacement of irrigation works and other structures that are in the Eureka Main Canal and its lateral ditch extensions. Shareholders shall not install any structures or irrigation works in, or perform any periodic maintenance or repair of, the Eureka Main Canal or the Laterals without the prior written approval of the Eureka Board of Directors.

Each Eureka shareholder is responsible for daily, ordinary operation and maintenance of the portion of the Eureka Main Canal and any of its lateral ditch extensions that crosses the shareholder's property. Daily, ordinary operation and maintenance consists of removing plant growth from canal and ditch banks (e.g. by spraying), removal of debris, and any other material that may impede the flow of water through the canal and its lateral ditch extensions.

Each Eureka shareholder that receives Eureka water from a lateral ditch extension of the Eureka Main Canal is jointly responsible with other Eureka shareholders that take water from the same lateral ditch extension for all costs associated with periodic maintenance and repair of that lateral ditch extension. Each Eureka shareholder's portion of such costs shall be determined by the proportion which the shareholder's shares bear to the total outstanding Eureka shares that are delivered through that lateral ditch.

Each Eureka shareholder is individually responsible for operation, maintenance, repair and replacement of the headgate(s) or other delivery structure(s) in the Eureka Main Canal or its lateral ditch extensions that deliver water to the shareholder's

property. Delivery structures must be operated and maintained in proper working condition to deliver the quantity of water to which the shareholder is entitled without adversely affecting the delivery of water to other Eureka shareholders and without causing water to overflow any portion of the Eureka Main Canal or the Laterals.

The company does not own, operate or maintain drainage facilities. No shareholder may discharge water into the company's water distribution system without the company's permission. Each shareholder is responsible for operation and maintenance of drainage facilities that benefit their property, in order to prevent damage to the company's water distribution system.

VI. Construction Within or Affecting the Company's Water Distribution System

All construction or activity within or affecting the company's water distribution system and/or its easements, and any discharge of water into the company's water distribution system, must be approved by the company's Board of Directors through a written agreement. (See Idaho Code sections 42-1207 and 42-1209.) As a general practice, all costs associated with any changes to the Company's water distribution shall be the sole responsibility of the party proposing to make the change. Please contact the company's Secretary or Board of Directors if you have questions about the location of the company's main canal or laterals, or the size or scope of the company's easements.

The first step in the approval process is to send a letter to the company's Secretary describing the proposed construction and requests the Board's approval. The letter should describe or contain the following:

1. the name, address and phone number of the owner of the property where the project will occur;
2. the portion of the company's water distribution system that will be affected by the project;
3. the dates construction is planned to begin and end;
4. whether an entity other than the current owner of the property, will assume ownership or maintenance of any

- part of the project affecting the company's system;
5. a legal description the property within which the construction will occur;
6. for proposals to relocate a portion of the company's system, a legal description of the company's easement to be relinquished and a legal description of the new easement or fee title for the ditch;
7. each page of the construction plans, sealed by a licensed engineer where appropriate, that pertains to the project;
8. calculations, sealed by a licensed engineer, for hydraulic structures, runoff quantities and any other contemplated hydraulic alteration that may affect the flow of water in the company's facilities;
9. a vicinity sketch showing the location of the property and the project.

If the company's Board of Directors approves the project, the company's attorney will prepare a license agreement. All legal fees and engineering fees incurred in the review and approval of the project, including preparation of a license agreement, are the responsibility of the landowner or developer proposing the project. After preparing the license agreement, the company's attorney will return duplicate originals for signature by the landowner/developer. Once signed, the license agreement must be returned to the company's attorney for signature by an authorized member of the Board of Directors. Once an authorized member of the Board of Directors has signed the license agreement, the company will record the agreement in the office of the appropriate County Recorder.. The agreement will run with the land, binding all subsequent purchasers of the property.

The landowner or developer will be required to construct, install, operate, maintain and repair each facility and conduct its activities within or affecting the company's easements so as not to constitute or cause:

1. a hazard to any person or property;
2. an interruption or interference with the flow of irrigation water in the company's system or the delivery of irrigation

- water by the company;
3. an increase in seepage or any other increase in the loss of water from the company's system;
 4. the subsidence of soil within or adjacent to the company's easements;
 5. any other damage to the company's easements or irrigation works.

The company reserves the right to modify or remove any object installed within its easement areas under a license agreement that does not meet these requirements, and the licensee will be required to pay costs incurred by the company. The licensee will be required to indemnify, hold harmless and defend the company from any injury, damages, claim, lien, cost and/or expense (including reasonable attorney's fees) incurred by, or asserted against, the company by reason of the negligent acts or omissions of licensee or its agents, contractors or subcontractors in performing the construction and activities authorized by this agreement. The company shall not be liable for any damages which occur to any facility, structure, plant, or any other improvement of any kind or nature whatsoever which the licensee shall install within the company's easement areas in the reasonable exercise of the rights of the company in the course of performance of maintenance or repair of the company's water distribution system. The licensee must suspend its use of the company's easement areas when the use of the easement areas is required by the company to operate, maintain or repair the system.

VII. Assessments

All Eureka shareholders are financially responsible for: all costs associated with the operation, repair and replacement of the Eureka headworks; periodic maintenance, repair and replacement of the Eureka Main Canal and all irrigation works and other structures that are owned and operated by Eureka for the benefit of all shareholders; and administrative costs, engineering fees, attorneys fees, and other expenses incurred by the company. Responsibility for such costs is apportioned through assessments and other charges as may be determined by the Eureka Board of

Directors.

VIII. Subdivisions

In addition to all other rules herein, the following rules apply to all lands subdivided within the company's service area.

A. Eureka Shares

The shareholder subdividing their land shall notify the company's secretary whether the shares will be held by a homeowners association or other managing agent for the benefit of the lot owners, or will be transferred to the individual lot owners. The shareholder shall notify the company of the name(s), address(es) and phone number(s) of each lot owner, homeowners' association or managing agent within ten (10) days after the transfer of the shares.

B. Water Distribution

The lots within the subdivision lot shall continue to receive water from the company's distribution system through the shareholder's authorized or recognized point(s) of delivery, provided the company's water right is in priority and provided the annual assessment has been paid in full, prior to the date of water delivery. The shareholder/developer, homeowners' association, managing agent or the lot owners shall be responsible for construction, operation and maintenance of facilities to convey water from the point(s) of delivery to the lots within the subdivision. No new point(s) of delivery shall be installed, and no existing points of delivery shall be modified or relocated without the prior written approval of the Eureka Board of Directors.

C. The Eureka Water Distribution System and Easements

The portion(s) of the company's water distribution system and easements within the subdivision shall be described and depicted in the subdivision plat, and identified in the deed for each servient lot.

D. Daily Operation and Maintenance

No later than February 15 of each year, the homeowners' association, managing agent, or appointed lot owner for each subdivision that receives Eureka water shall advise the company's secretary in writing of the person who shall perform the operation and maintenance responsibilities described in section V. of these rules, and who will be the point of contact for the company.

E. Assessments

The homeowners' association, managing agent, or appointed lot owner for each subdivision that receives Eureka water shall advise the company's secretary in writing of the person responsible for receipt and payment of all such assessments and charges. All annual assessments by the subdivision must be paid in full, prior to the delivery of any water to the subdivision.



Spurwing Championship Golf Course Pumps



Spurwing Subdivisions Pumps



Precision Pumping Systems
6515 S Business Way
Boise, ID 83716
(208) 323-5300
service@gopps.us
www.gopps.us

Estimate# 9298

Wed Nov 2, 2022

Customer

**Spurwing Country Club SPUCOU
 6800 N. SPURWING
 Meridian, ID 83642

Service Location

**Spurwing Country Club SPUCOU
 6800 N. SPURWING
 Meridian, ID 83642

Item(s)						
Qty	Name	Description	Rate	Amount	Tax	Approved
1	NSF-FM BADGER M2000 10	FLOW METER 10", M2-100-R1-A-EWW-S-XXGF-STD	\$3,211.12	\$3,211.12	TAX	Yes
1	10 inch PVC Flange Kit	10 inch PVC flange, gasket and bolt kit for flow meter installation.	\$837.82	\$837.82	TAX	Yes
12	+ Field Service Technician	Field Service Labor: to install flow meter in existing 10 inch irrigation line.	\$120.00	\$1,440.00	NON	Yes
8	++ Field Service Helper	Field Service Helper to install flow meter in existing 10 inch irrigation line.	\$60.00	\$480.00	NON	Yes
1	Misc. Electrical 1	Electrical Supplies: Includes parts like Unistrut, wire, connectors conduit, flex, etc.	\$350.00	\$350.00	TAX	Yes

Subtotal \$6,318.94
Tax \$263.94
Total \$6,582.88

Note

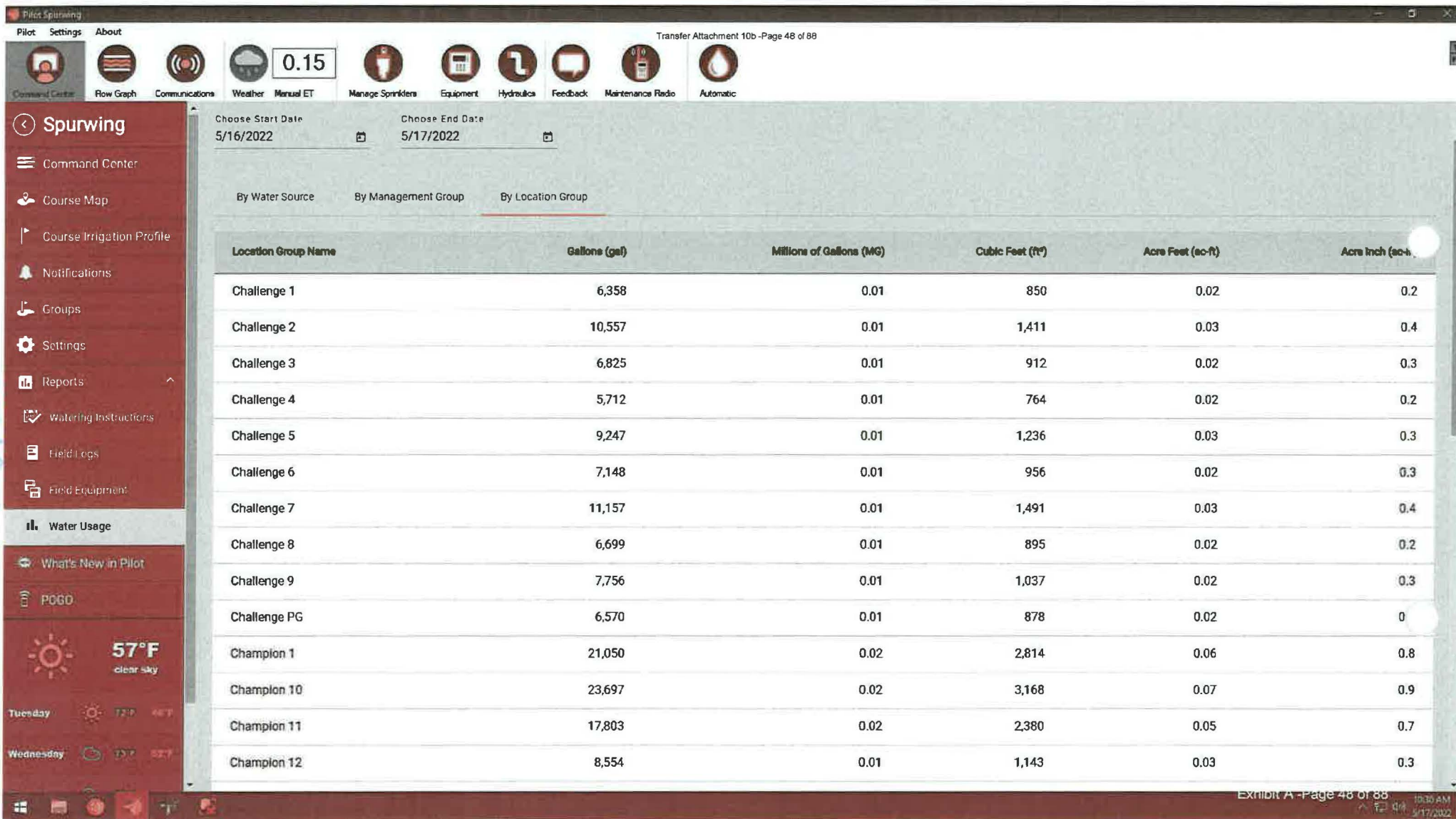
Price does not include excavation of main line, trenching for flow meter wire conduit or installation of vault for flow meter installed below grade

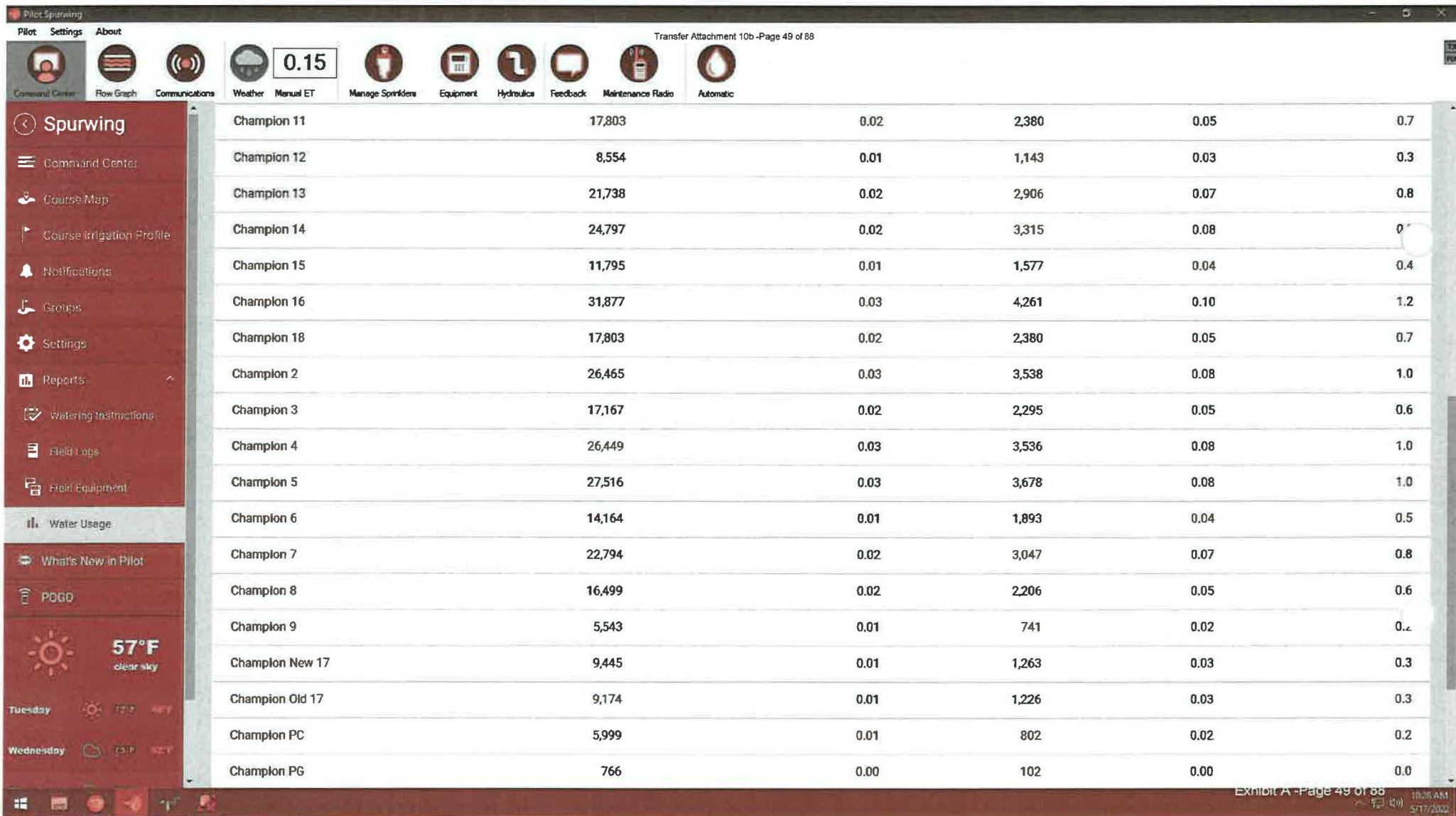
Terms

This Estimate/Quotation is only valid for thirty (30) days and price is subject to change thereafter.

Signature

Date





ADA COUNTY RECORDER Christopher D. Rich
BOISE IDAHO 07/09/14 03:04 PM
DEPUTY Vicky Bailey
RECORDED - REQUEST OF
Davison Copple Copple & Copple

AMOUNT 34.00 9



2014 AMENDMENT
TO MASTER DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS
FOR
SPURWING SUBDIVISION

Dated: July 9, 2014

**2014 AMENDMENT
TO MASTER DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS
FOR
SPURWING SUBDIVISION**

THIS 2014 AMENDMENT to Master Declaration of Covenants, Conditions & Restrictions ("Declaration") is made and entered into this 9th day of July, 2014, by SPURWING LIMITED PARTNERSHIP, an Idaho limited partnership, and for its successors and assigns ("Declarant").

WITNESSETH

WHEREAS, Declarant has developed the Spurwing Subdivision in accordance with a master plan and general scheme of development as an attractive, exclusive residential development together with a golf course and other related facilities known collectively as Spurwing ("Project") as defined in the Declaration; and

WHEREAS, Declarant deemed it desirable to establish covenants, conditions and restrictions upon the Property as defined in the Declaration and each and every portion thereof and certain mutually beneficial restrictions and obligations with respect to the proper use, occupancy and enjoyment thereof, including the creation of golf course easements and public utilities, irrigation, and drainage easements pertaining to the Project as more fully set forth in the original Declaration recorded with the Ada County Recorder's Office on July 6, 1995, as Ada County Instrument No. 95045764, pertaining to the real property located in the Spurwing Subdivision as denoted in the plat filed with regard thereto on July 6, 1995, as Ada County Instrument No. 95045763; and

WHEREAS, pursuant to Section 19.5 of the Declaration, Declarant has the right as the Class B Member to amend the Declaration; and

WHEREAS, Declarant is developing a condominium development known as the OliveTree at Spurwing Subdivision ("OliveTree") on that certain real property as described in Exhibit "A", attached hereto and incorporated herein by reference, adjacent to the Project; and

WHEREAS, the Spurwing Project currently has a pressurized-irrigation sprinkler system installed by Declarant which is providing irrigation sprinkler water service to the lots in the Spurwing Project and it is the desire and intention of the Declarant that the OliveTree development also receive service from such pressured-irrigation sprinkler system in the same manner as is now received by the Spurwing Project.

NOW, THEREFORE, Declarant, for the purposes above set forth, hereby declares that the Declaration be and is hereby amended, effective as of the above date, to provide a new section as follows:

4.17 IRRIGATION SPRINKLER SYSTEM.

* * *

4.17-7 The OliveTree development, as described in the attached exhibit as Attachment "A," be and is hereby entitled to connect to the irrigation sprinkler system currently existing with regard to the Spurwing Project and shall be entitled to receive all reasonable water service as may be necessary for the development of OliveTree. It shall be the responsibility of Declarant or any other associations created for OliveTree to share in the maintenance, repair and replacement costs of the irrigation sprinkler system based upon its pro rata share of usage as may be determined by Declarant, or if Declarant is no longer available, then as may be determined by the respective Board of Directors of the OliveTree Condominium Owners' Association and the Board of Directors of the Spurwing Homeowners' Association, Inc. Declarant and the OliveTree Condominium Owners' Association shall ensure that any usage by the condominium units shall not materially impair the water flow to existing lots in the Spurwing Project or otherwise materially reduce the pressure for the service to the lots in the Spurwing Project. The cost of the connection to the Spurwing irrigation system for the OliveTree development shall be paid by Declarant and not by the Spurwing Homeowners' Association, Inc. Declarant shall be entitled to connect the existing Spurwing Project irrigation sprinkler system at such points of the existing system as may be determined by Declarant.

Declarant hereby certifies that it owns a lot in the Spurwing Subdivision and is a Class B Member of the Spurwing Homeowners' Association, Inc. In all respects the existing Declaration, as amended, shall remain in full force and effect as written. This Amendment shall be binding upon the present owners in the Spurwing Project and all of their successors, assigns, grantees and owners of real property in the Spurwing Project and the OliveTree development as described in Attachment "A."



**TEALEY'S LAND
SURVEYING**

187 E. 50th Street • Garden City, Idaho 83714
(208) 385-0636
Fax (208) 385-0696

Project No.: 2981
Date: May 12, 2006
Revised: January 15, 2008

**DESCRIPTION FOR
OLIVETREE AT SPURWING SUBDIVISION**

A parcel of land being a portion of Lots 2 and 4 and all of Lot 3 of Block 1 of Spurwing Subdivision, as filed for record in the office of the Ada County Recorder, Boise, Idaho in Book 69 of Plats at pages 7104 thru 7108, being Parcel B on Record of Survey No. 7826, filed for record in the office of the Ada County Recorder, Boise, Idaho under Instrument No. 107028842 lying in the SW 1/4 of Section 23, T.4N., R.1W., B.M., Ada County, Idaho and more particularly described as follows:

Commencing at a brass cap marking the Southwest corner of the said Section 23; thence along the Westerly boundary of the said SW 1/4 of Section 23

North 00°20'40" East 40.00 feet to a brass cap marking the Southwest corner of said Lot 3 on the Northerly right-of-way line of State Highway 20, said point being the **POINT OF BEGINNING**; thence along the Westerly boundary of said Lot 3

North 00°20'40" East 284.83 feet to an iron pin; thence continuing

South 89°39'20" East 30.00 feet to an iron pin marking a point of curve; thence continuing along an arc of a curve to the left, said curve having a radius of 20.00 feet, a central angle of 104°21'16", a length of 36.43 feet and a long chord bearing

South 51°49'58" East 31.60 feet to an iron pin marking a point of tangent; thence continuing

North 75°59'24" East 156.18 feet to an iron pin; thence continuing

North 00°48'28" East 164.90 feet to an iron pin; thence leaving said Westerly boundary

North 10°58'41" East 673.13 feet to an iron pin marking the Northwest corner of said Lot 3; thence along the Northerly boundary of said Lot 3

South 78°36'59" East 106.97 feet to an iron pin; thence continuing

South 62°24'58" East 127.74 feet to an iron pin; thence continuing

South 50°13'58" East 125.67 feet to an iron pin; thence continuing

South 43°02'58" East 160.00 feet to an iron pin; thence continuing

South 43°00'12" East 160.00 feet to an iron pin; thence continuing

South 52°28'14" East 222.39 feet to an iron pin; thence continuing

South 87°44'25" East 290.67 feet to an iron pin; thence continuing

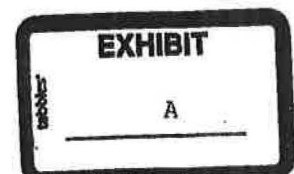
North 54°48'27" East 242.01 feet to an iron pin; thence continuing

North 26°46'22" East 166.21 feet to an iron pin; thence continuing

North 19°22'35" East 116.96 feet to an iron pin; thence continuing

North 43°12'34" West 265.25 feet to an iron pin marking a point of curve; thence continuing along an arc of a curve to the left, said curve having a radius of 20.00 feet, a central angle of 102°27'35", a length of 35.77 feet and a long chord bearing

South 85°33'38" West 31.19 to an iron pin marking a point of curve on the South right-of-way line of West Balata Court; thence along said South right-of-way line along



TEALEY'S LAND SURVEYING

2501 BOGUS BASIN ROAD, BOISE, IDAHO 83702 (208) 386-0836

Project No.: 2981
Date: May 12, 2006
Revised: January 15, 2008

Page 2

the arc of a curve to the right, said curve having a radius of 325.00 feet, a central angle of $20^{\circ}47'29''$, a length of 117.94 feet and a long chord bearing

North $44^{\circ}43'45''$ East 117.29 feet to an iron pin marking a point of ending of curve; thence leaving said South right-of-way line and the Northerly boundary of said Lot 4

South $05^{\circ}57'22''$ West 30.26 feet to an iron pin; thence

South $43^{\circ}12'34''$ East 266.19 feet to an iron pin marking a point of curve; thence along the arc of a curve to the right, said curve having a radius of 75.00 feet, a central angle of $24^{\circ}20'33''$, a length of 31.86 feet and a long chord bearing

South $31^{\circ}02'18''$ East 31.63 feet to an iron pin marking a point of tangent; thence

South $18^{\circ}52'01''$ East 77.34 feet to an iron pin on the East boundary of said Lot 3; thence along said East boundary

South $00^{\circ}48'28''$ West 789.24 feet to an iron pin marking the Southeast corner of said Lot 3; thence along the Southerly boundary of said Lot 3

North $76^{\circ}39'48''$ West 691.47 feet to an iron pin; thence continuing

South $82^{\circ}16'37''$ West 505.59 feet to an iron pin; thence continuing

North $85^{\circ}08'24''$ West 300.82 feet to an iron pin; thence continuing

South $75^{\circ}59'24''$ West 194.94 feet to an iron pin marking a point of curve; thence continuing along the arc of a curve to the left, said curve having a radius of 20.00 feet, a central angle of $75^{\circ}38'44''$, a length of 26.41 feet and a long chord bearing

South $38^{\circ}10'02''$ West 24.53 feet to an iron pin marking a point of tangent; thence continuing

South $00^{\circ}20'40''$ West 177.61 feet to an iron pin marking a point of curve; thence continuing along the arc of a curve to the left, said curve having a radius of 20.00 feet, a central angle of $89^{\circ}32'12''$, a length of 31.25 feet and a long chord bearing

South $44^{\circ}25'26''$ East 28.17 feet to an iron pin marking a point of ending of curve on said North right-of-way line of State Highway 20; thence continuing

North $89^{\circ}11'32''$ West 69.84 feet to the **POINT OF BEGINNING**.

Said parcel of land contains 20.51 acres, more or less.



PLAT SHOWING

OLIVETREE AT SPURWING SUBDIVISION

A RESUBDIVISION OF LOT 3, AND PORTIONS OF LOTS 2 & 4, BLOCK 1, SPURWING SUBDIVISION

LOCATED IN THE SW 1/4 OF SECTION 23, T.4N., R.1W., B.M.

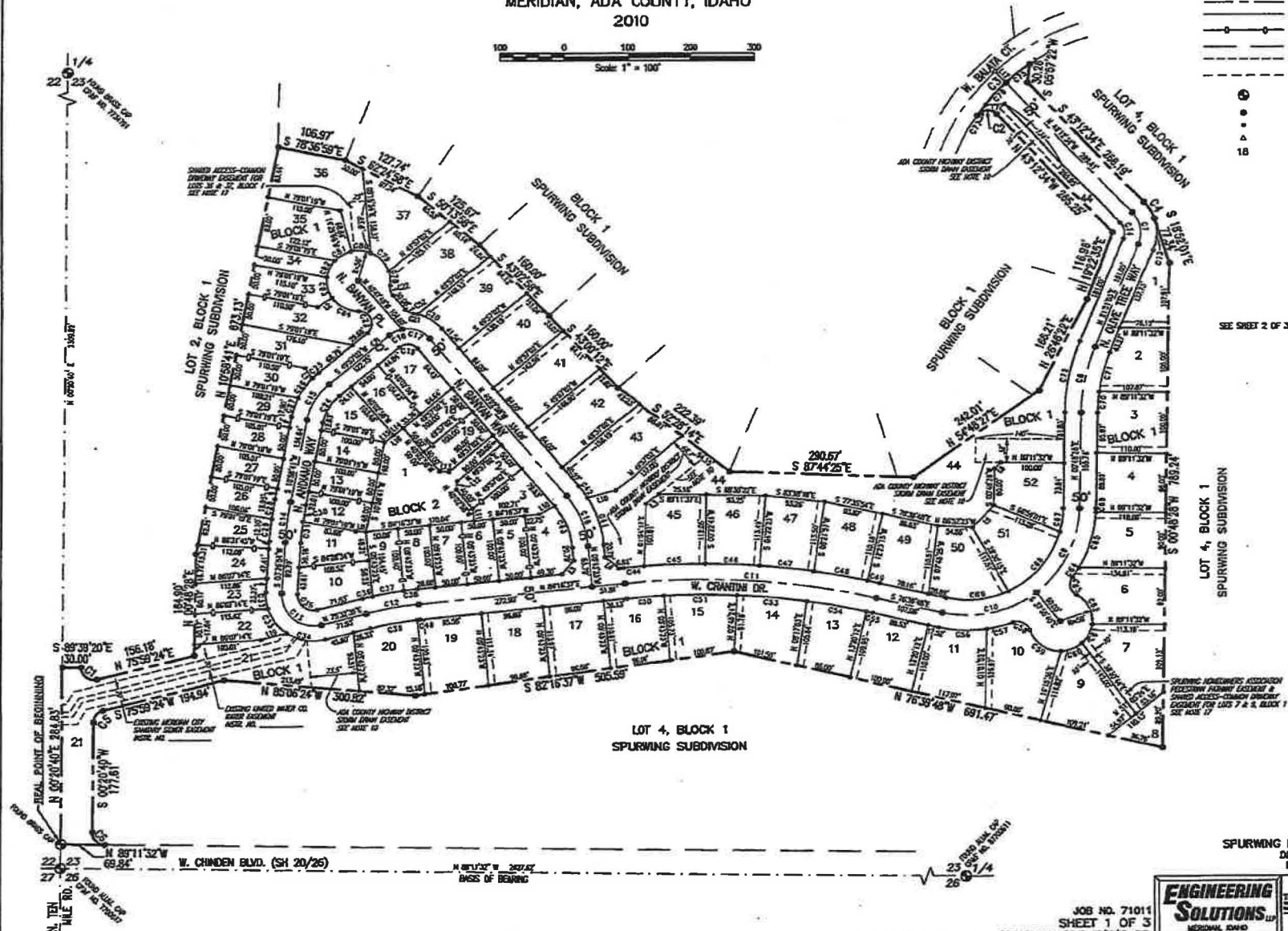
MERIDIAN, ADA COUNTY, IDAHO

2010



- LEGEND**
- SUBDIVISION BOUNDARY
 - SECTION LINE
 - RIGHT-OF-WAY LINE
 - CENTERLINE
 - LOT LINE
 - ZERO-SETBACK LOT LINE
 - NO SIDE LOT LINE EASEMENTS
 - EXISTING PHASED LINE
 - EASEMENT LINE
 - PRIVATE OPEN AREA EASEMENT LINE
 - SEE NOTE 15
 - BRASS OR ALUMINUM CAP (AS NOTED)
 - SET 5/8" REBAR w/PLASTIC CAP
 - SET 1/2" REBAR w/PLASTIC CAP
 - △ CALCULATED POINT - NOT SET
 - 18 LOT NUMBER

SEE SHEET 2 OF 3 FOR CURVE AND LINE DATA AND NOTES



LOT 4, BLOCK 1
SPURWING SUBDIVISION

SPURWING LTD PARTNERSHIP
DEVELOPER
BOISE, ID

ENGINEERING SOLUTIONS
IDAHO LAND SURVEYING



JOB NO. 71011
SHEET 1 OF 3
1/10/11, 7/10/11, 8/14/10, 8/18

[illegible]

LINE	REMARKS	LINE	REMARKS
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[illegible]**ROLES**

SPURRING SUBDIVISION
B.M.

JOB NO. 71011
SHEET 2 OF 3
PROJECT-NAME CO./A/O

**ENGINEERING
SOLUTIONS[®]**
MEDICAL, DENTAL

TALBOT'S LINO PRINTING
 1000 10th Ave. S.W.
 Seattle, WA 98104
 (206) 461-1111

TS

SPURRING LTD PARTNERSHIP

DEVELOP
BOISE, ID

OLIVETREE AT SPURWING SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS THAT SPURWING LTD. PARTNERSHIP BY SPURWING CORP., AN IOWA CORPORATION, AND PACIFIC LAND, LLC, AN IOWA LIMITED LIABILITY COMPANY, ARE THE OWNERS OF THE PROPERTY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF LOTS 2 AND 4 AND ALL OF LOT 3 OF BLOCK 1 OF SPURWING SUBDIVISION, AS FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOOK 18 IN BOOK 18 OF PLATS AT PAGES 7104 THRU 7106, BEING PARCEL 8 ON RECORD OF SURVEY NO. 7834, FILED FOR RECORD IN THE OFFICE OF THE ADA COUNTY RECORDER, BOOK 1800 UNDER INSTRUMENT NO. 1807846 Lying in the SW 1/4 of SECTION 35, T4N, R10E, S4M, ADA COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MARKING THE SOUTHWEST CORNER OF THE SAID SECTION 35; THENCE ALONG THE WESTERLY BOUNDARY OF THE SAID SW 1/4 OF SECTION 35 NORTH 00°20'40" EAST 40.00 FEET TO A BRASS CAP MARKING THE SOUTHWEST CORNER OF SAID LOT 3 ON THE NORTHEAST RIGHT-OF-WAY LINE OF STATE HIGHWAY 50, SAID POINT BEING THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 3 NORTH 00°20'40" EAST 184.63 FEET TO AN IRON PIN; THENCE CONTINUING SOUTH 89°30'20" EAST 30.00 FEET TO AN IRON PIN MARKING A POINT OF CURVE; THENCE CONTINUING ALONG AN ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 104°11'19", A LENGTH OF 36.43 FEET AND A LONG CHORD BEARING SOUTH 84°48'24" EAST 164.80 FEET TO AN IRON PIN MARKING A POINT OF TANGENT; THENCE CONTINUING NORTH 79°36'24" EAST 164.80 FEET TO AN IRON PIN; THENCE CONTINUING NORTH 00°46'28" EAST 164.80 FEET TO AN IRON PIN; THENCE LEAVING SAID WESTERLY BOUNDARY NORTH 10°04'41" EAST 87.33 FEET TO AN IRON PIN MARKING THE NORTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE NORTHEAST BOUNDARY OF SAID LOT 3 SOUTH 71°04'41" EAST 104.67 FEET TO AN IRON PIN; THENCE CONTINUING SOUTH 87°26'08" EAST 127.74 FEET TO AN IRON PIN; THENCE CONTINUING SOUTH 80°13'58" EAST 154.67 FEET TO AN IRON PIN; THENCE CONTINUING SOUTH 42°02'54" EAST 164.00 FEET TO AN IRON PIN; THENCE CONTINUING SOUTH 42°02'54" EAST 164.00 FEET TO AN IRON PIN; THENCE CONTINUING SOUTH 87°28'14" EAST 127.74 FEET TO AN IRON PIN; THENCE CONTINUING SOUTH 87°44'23" EAST 154.67 FEET TO AN IRON PIN; THENCE CONTINUING NORTH 54°48'24" EAST 164.80 FEET TO AN IRON PIN; THENCE CONTINUING NORTH 24°48'24" EAST 164.80 FEET TO AN IRON PIN; THENCE CONTINUING NORTH 17°22'35" EAST 118.84 FEET TO AN IRON PIN; THENCE CONTINUING NORTH 41°12'34" WEST 248.38 FEET TO AN IRON PIN MARKING A POINT OF CURVE; THENCE CONTINUING ALONG AN ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 102°27'35", A LENGTH OF 35.77 FEET AND A LONG CHORD BEARING SOUTH 87°37'35" WEST 31.14 FEET TO AN IRON PIN MARKING A POINT OF CURVE ON THE SOUTH POINT-OF-WAY LINE OF WEST BEAULT COURT; THENCE ALONG SAID SOUTH POINT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 318.00 FEET, A CENTRAL ANGLE OF 89°47'21", A LENGTH OF 117.94 FEET AND A LONG CHORD BEARING NORTH 44°41'45" EAST 117.23 FEET TO AN IRON PIN MARKING A POINT OF BEGINNING OF CURVE; THENCE LEAVING SAID SOUTH POINT-OF-WAY LINE AND THE NORTHEAST BOUNDARY OF SAID LOT 4 SOUTH 68°27'21" WEST 30.38 FEET TO AN IRON PIN; THENCE CONTINUING SOUTH 81°36'34" EAST 248.18 FEET TO AN IRON PIN MARKING A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 78.00 FEET, A CENTRAL ANGLE OF 34°02'51", A LENGTH OF 31.84 FEET AND A LONG CHORD BEARING SOUTH 87°02'18" EAST 31.83 FEET TO AN IRON PIN MARKING A POINT OF TANGENT; THENCE SOUTH 18°51'01" EAST 72.34 FEET TO AN IRON PIN ON THE EAST BOUNDARY OF SAID LOT 3; THENCE ALONG SAID EAST BOUNDARY SOUTH 00°46'28" WEST 78.64 FEET TO AN IRON PIN MARKING THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 3 NORTH 74°39'44" WEST 81.47 FEET TO AN IRON PIN; THENCE CONTINUING SOUTH 81°16'33" WEST 80.66 FEET TO AN IRON PIN; THENCE CONTINUING NORTH 85°08'24" WEST 300.82 FEET TO AN IRON PIN; THENCE CONTINUING SOUTH 76°08'24" WEST 164.80 FEET TO AN IRON PIN MARKING A POINT OF CURVE; THENCE CONTINUING ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 71°36'44", A LENGTH OF 36.41 FEET AND A LONG CHORD BEARING SOUTH 20°10'01" WEST 34.53 FEET TO AN IRON PIN MARKING A POINT OF TANGENT; THENCE CONTINUING SOUTH 00°20'40" WEST 177.61 FEET TO AN IRON PIN MARKING A POINT OF CURVE; THENCE CONTINUING ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 81°01'51", A LENGTH OF 31.83 FEET AND A LONG CHORD BEARING SOUTH 41°16'36" EAST 34.53 FEET TO AN IRON PIN MARKING A POINT OF BEGINNING OF CURVE ON SAID NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 50; THENCE CONTINUING NORTH 89°11'32" WEST 68.84 FEET TO THE POINT OF BEGINNING; SAID PARCEL OF LAND CONTAINS 28.81 ACRES, MORE OR LESS.

CERTIFICATE OF OWNERS (CONT.)

IT IS THE INTENTION OF THE UNDERSIGNED TO HEREBY INCORPORATE THE ABOVE DESCRIBED PROPERTY IN THIS PLAT AND TO SECURE TO THE PUBLIC THE PUBLIC UTILITIES AS SHOWN ON THIS PLAT. THE EASEMENTS AS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC. HOWEVER, THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES AND SUCH OTHER USES AS DESIGNATED WITHIN THIS PLAT, AND NO PERMANENT STRUCTURES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS. ALL LOTS WITHIN THIS PLAT WILL BE ELIGIBLE TO RECEIVE WATER FROM AN EXISTING WATER SYSTEM AND LIMITED WATER RESERVE. THIS HAS BEEN AGREED BY WRITING TO BE ALL THE LOTS WITHIN THIS SUBDIVISION.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____ 20____

PACIFIC LAND, LLC
JOHN W. HENRI, MANAGING MEMBER

SPURWING LIMITED PARTNERSHIP
BY SPURWING CORP., GENERAL PARTNER
JOHN W. HENRI, PRESIDENT

ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF ADA } ss

ON THIS _____ DAY OF _____ 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JOHN W. HENRI, KNOWN OR IDENTIFIED TO ME TO BE THE MANAGING MEMBER OF PACIFIC LAND, LLC, THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT ON THE PERSON WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED TO ME THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

ACKNOWLEDGMENT

STATE OF IOWA }
COUNTY OF ADA } ss

ON THIS _____ DAY OF _____ 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JOHN W. HENRI, KNOWN OR IDENTIFIED TO ME TO BE ONE OF THE GENERAL PARTNERS IN THE GENERAL PARTNERSHIP OF SPURWING LIMITED PARTNERSHIP AND THE GENERAL PARTNER ON ONE OF THE GENERAL PARTNERS WHO EXECUTED THE INSTRUMENT ON BEHALF OF SAID GENERAL PARTNERSHIP AND ACKNOWLEDGED TO ME THAT SAID GENERAL PARTNERSHIP EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IOWA, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IOWA CODE RELATIVE TO PLATS AND SURVEYS.

COUNTY SURVEYOR _____ DATE _____

CERTIFICATE OF SURVEYOR

I, PATRICK A. TAYLOR, L.S., DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED BY THE STATE OF IOWA, AND THAT THIS PLAT AS DESCRIBED IN THE CERTIFICATE OF OWNERS AND THE ATTACHED PLAT WAS DRAWN FROM MY PERSONAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE PORTION PLATTED HEREON, AND IS IN CONFORMITY WITH THE STATE OF IOWA CODE, RELATIVE TO PLATS, SURVEYS, AND THE CORNER PAPERWORK AND FILING ACT.

PATRICK A. TAYLOR, L.S. NO. 4381

APPROVAL OF CITY ENGINEER

I, LINDA A. CHADY, P.E., CITY ENGINEER IN AND FOR THE CITY OF MENDOTA, ADA COUNTY, IOWA, HEREBY APPROVE THIS PLAT.

CITY ENGINEER _____

APPROVAL OF CITY COUNCIL

I, _____, CITY CLERK IN AND FOR THE CITY OF MENDOTA, ADA COUNTY, IOWA, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL, HELD ON THE _____ DAY OF _____ 20____, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

MENDOTA CITY CLERK _____

ACCEPTANCE OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE _____ DAY OF _____ 20____.

CHAIRMAN _____ DATE _____
ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS AS REQUIRED BY IOWA CODE, TITLE 50, CHAPTER 19 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER, OR HIS AGENT, LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED IN ACCORDANCE WITH SECTION 50-121A, IOWA CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

CENTRAL DISTRICT HEALTH DEPARTMENT, DCH _____ DATE _____

CERTIFICATE OF COUNTY TREASURER

I, _____, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IOWA, HEREBY CERTIFY THAT THE REQUIREMENTS OF IOWA CODE 50-150A, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND/OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY ENCLOSED IN THIS PROPOSED SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

COUNTY TREASURER _____ DATE _____

CERTIFICATE OF COUNTY RECORDER

INSTRUMENT NO. _____
STATE OF IOWA } ss
COUNTY OF ADA }

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT THE REQUEST OF _____ AT _____ O'CLOCK _____ P.M. ON _____ DAY OF _____ 20____, IN MY OFFICE AND WAS DULY RECORDED IN BOOK _____ OF PLATS AT PAGES _____ AND _____.

COUNTY _____ EX-OFFICIO RECORDER _____

SPURWING LTD PARTNERSHIP
DEVELOPER
BOOK 18

ENGINEERING
SOLUTIONS
P.C.
MENDOTA, IOWA

TAYLOR LAND SURVEYING
P.C.
MENDOTA, IOWA

TS

JOB NO. 71011
SHEET 3 OF 3
MENDOTA, IOWA, 5/17/2010



Precision Pumping Systems
6515 S Business Way
Boise, ID 83716
(208) 323-5300
service@gopps.us
www.gopps.us

Estimate# 9202

Wed Oct 26, 2022

Customer

****SPURWING HOA LOWER SPUHOA**
 1500 W Bannock St
 Boise, ID 83702-5235
 208-323-4071

Service Location

****SPURWING HOA LOWER SPUHOA**
 1500 W Bannock St
 Boise, ID 83702-5235

Item(s)						
Qty	Name	Description	Rate	Amount	Tax	Approved
1	NSF-FM BADGER M2000 10	FLOW METER 10", M2-100-R1-A-EWW-S-XXGF-STD	\$3,211.12	\$3,211.12	TAX	Yes
1	10 inch PVC Flange Kit	10 inch PVC flange, gasket and bolt kit for flow meter installation.	\$837.82	\$837.82	TAX	Yes
8 +	Field Service Technician	Field Service Labor: to install flow meter in existing 10 inch irrigation line.	\$120.00	\$960.00	NON	Yes
8 ++	Field Service Helper	Field Service Helper: to install 10 inch Flow Meter in 10 inch irrigation Line	\$60.00	\$480.00	NON	Yes
2 +	Field Service Technician	Field Service Labor time to locate and uncover existing 10" flow meter located in a vault below ground.	\$120.00	\$240.00	NON	Yes
			Subtotal	\$5,728.94		
			Tax	\$242.94		
			Total	\$5,971.88		

Note

This Price is to replace an existing 10 inch flow meter located under ground in a vault. price does not include excavation or providing or installing a vault.

Terms

This Estimate/Quotation is only valid for thirty (30) days and price is subject to change thereafter.

Signature

Date



Precision Pumping Systems
6515 S Business Way
Boise, ID 83716
(208) 323-5300
service@gopps.us
www.gopps.us

Estimate# 9203

Wed Oct 26, 2022

Customer

****SPURWING HOA LOWER SPUHOA**
1500 W Bannock St
Boise, ID 83702-5235
208-323-4071

Service Location

****SPURWING HOA LOWER SPUHOA**
1500 W Bannock St
Boise, ID 83702-5235

Item(s)						
Qty	Name	Description	Rate	Amount	Tax	Approved
1	Spurwing HOA Panel Upgrade	New PLC and Touchscreen Upgrade allows for online monitoring and reporting of flow meter daily totals and pump station fault notification via text or email to cellular phone or computer. Requires annual Verizon service plane	\$6,080.00	\$6,080.00	TAX	Yes
1	VERIZON 8 MONTH SERVICE- 1 GB	VERZON WIRELESS - 8 MONTH SERVICE FOR APRIL 1ST TO NOVEMBER 30TH - 1 GB DATA PLAN	\$425.00	\$425.00	NON	Yes

Subtotal \$6,505.00
Tax \$364.80
Total \$6,869.80

Note

Upgrade is to enable flow meter readings to be recorded and monitored remotely so that daily flow totals can be sent to the water authorities.

Terms

This Estimate/Quotation is only valid for thirty (30) days and price is subject to change thereafter.

Signature

Date

Date	Delivery Weir Measurment (gpd)	Golf Course Flow Meter (gpd)	HOA Flow Meter (gpd)	Golf/HOA Total (gpd)	% Difference
2/15/2023	300,000	100,000	170,000	270,000	10.00%
2/16/2023				-	#DIV/0!
2/17/2023				-	#DIV/0!
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Total	300,000	100,000	170,000	270,000	10.00%
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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT
To appropriate the public waters of the State of Idaho

1. Name of applicant(s) The Club at Spurwing, LLC Phone 208-322-7300

Name connector (check one): ☐ and ☐ or ☐ and/or

Mailing address 3405 E. Overland Rd., Ste. 150 City Meridian

State ID ZIP 83642-5111 Email _____

2. Name of representative, if any Daniel Steenson, Sawtooth Law Offices Phone 208-629-7447

Mailing address 1101 W. River Ste., Ste. 110 City Boise

State ID ZIP 83702 Email dan@sawtoothlaw.com

- a. ☐ 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.
- b. ☒ 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.

3. Source of water supply Ground Water which is a tributary of Boise River

4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
4N	1W	23			SE	NW	Ada	Ground Water	Pond 2

5. Water will be used for the following purposes:

Amount 7.3 afa for Aesthetic Storage purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per year)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)

Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)

6. Total quantity to be appropriated is (a) _____ cubic feet per second (cfs) and/or (b) 7.3 acre-feet per year (af).

7. Proposed diverting works:

a. Describe type and size of devices used to divert water from the source. One excavated pond intercepts shallow ground water tributary to the Boise River. Water bearing zone is from 0 to 12 ft. below grade surface

b. Height of storage dam n/a feet; active reservoir capacity 7.3 acre-feet; total reservoir capacity 7.3 acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12. For dams 10 feet or more in height AND having a storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required? ☐ Yes ☐ No

c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.

d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☐ No

e. If well is already drilled, when? _____; drilling firm _____; well was drilled for (well owner) _____; Drilling Permit No. _____

For Department Use

Received by _____ Date _____ Time _____ Preliminary check by _____

Fee \$ _____ Receipted by _____ Receipt No. _____ Date _____

8. Description of proposed uses (if irrigation only, go to item 9):

- a. Hydropower; show total feet of head and proposed capacity in kW. _____
- b. Stockwatering; list number and kind of livestock. _____
- c. Municipal; must complete and attach the Municipal Water Right Application Checklist.
- d. Domestic; show number of households _____
- e. Other; describe fully. _____

9. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
4N	1W	23								AS									

Total number of acres to be irrigated: _____

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? A transfer application has been filed to change a portion of Eureka Water Company right no. 63-145 to mitigate for Pond 1 evaporative losses.
11. a. Who owns the property at the point of diversion? Pacific Links, Limited Liability Company ("Pacific Links")
 b. Who owns the land to be irrigated or place of use? Pacific Links
 c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: Pacific Links leases the land to Applicant, and has agreed to Applicant's filing this application (see attached narrative).
12. Describe your proposal in narrative form and provide additional explanation for any of the items above. Attach additional pages if necessary. See attached narrative.
13. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).
14. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map or maps clearly identifying the proposed point of diversion, place of use, section #, township & range. The map scale shall not be less than two (2) inches equal to one (1) mile.

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.

Signature of Applicant _____

Signature of Applicant _____

Print Name (and title, if applicable) _____

Print Name (and title, if applicable) _____

APPLICATION NARRATIVE & PROPOSED MITIGATION

One existing pond with a 1.0-acre surface area is proposed for The Club at SpurWing. The source of the water is shallow ground water assumed to be in hydraulic connection with the Boise River. Mitigation to Boise River flows is required to offset consumptive use resulting from water evaporation from the surface of the ponds and will be accomplished by changing the nature of use from irrigation to aesthetic storage for 1.0 share/acre of Eureka Water Co. (EWC) water right 63-145. Water-bearing zone to be appropriated is from 0 to 12 feet.

In addition to providing mitigation for this application, the change of use transfer on EWC's 63-145 right also provides mitigation for permit 63-12187.

Consumptive Use Data & Proposed Mitigation. The consumptive requirement and subsequent depletion rate to river flows required for shallow ponds and irrigated grass turf can be calculated based on the ET Idaho (<http://data.kimberly.uidaho.edu/ETIdaho/>) precipitation deficit tables for the Kuna climate station. The amount proposed for mitigation is based on a one-to-one ratio; one acre of irrigation for 1 acre of pond surface area. The calculations demonstrate that one acre of pond surface area will annually evaporate 2.5 acre-feet, equivalent to the consumptive use associated with 0.8 acre of turf grass. As shown on the attached Water Balance data sheet, during the 60% Stewart Decree cut, 0.7 acre of grass pasture can sufficiently satisfy the ponds' anticipated peak daily consumptive use requirement of 4.72 mm/day. As a result, 1.0 acre of EWC water converted from irrigation to aesthetic use will more than adequately offset the consumptive use resulting from the ponds; enlargement is not a concern. The EWC transfer changes 7 acres from irrigation to aesthetic; six of these acres are associated with 63-12187.

Also included are the Department's pond loss calculation spreadsheets for pond seepage, evaporation and storage capacity that support the proposed total annual pond volume.

Seepage Loss Calculations

This spreadsheet has been designed by Idaho Department of Water Resources to estimate the total annual seepage losses from a pond.

FILE NUMBER	63-
REVIEWER	Scott King, SPE
DATE	1/25/2021

Original
Calculated value
Formula Explanations

INPUTS

Pond Surface Area (AC.)	1	AC.
-------------------------	---	-----

Pond Surface Area (SQ. FT.)	43560	SQ. FT.
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I used the following method to obtain my Soil Classification information:	NRCS Web Soil Survey	
My Soil Classification is	GrndWtr.	
Suggested Seepage Rate (FT./DAY)	0.0000	FT./DAY

Formula: (Surface Area X Seepage Rate) X 7.48 = Gallons Per Day Loss
--

Convert to GPD	0	GPD
----------------	---	-----

Total Seepage Loss (AFA)	0.0	AFA
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Though sand and gravel seepage rates may actually be higher, the maximum allowable rate is 0.2 ft/day, pursuant to Administrative Memo "Seepage Loss Standards for Ponds and Reservoirs."

Suggested Seepage Rates for Different Soil Types:

GW, GP, GM, GC, SW, SP and SM (silty sand, sand silt mixtures and gravel mixtures) = **0.2 ft per day**

OL and ML (Inorganic silts - very fine sands, silty, or clayey fine sands) = **0.02 ft per day**

SC (clayey sands, sand clay mixtures) = **0.007 ft per day**

CL (Low to medium plasticity clays) = **0.003 ft per day**

MH, OH, PT and CH (high plasticity clays) = **0.0003 ft per day**

LINED PONDS (liners can be chemical, fabric, or bentonite) = **0 ft per day**

Ponds Intercepting Groundwater (excavated ponds filled by ground water) = **0 ft per day**

PLEASE NOTE: The initial basis for the Suggested Seepage Rates in the table above is found on Page 16 of Seepage from Fish Ponds, Bulletin 599, August 1989 Alabama Agricultural Experiment Station, Auburn University, Auburn University Alabama. If you don't know the soil type, please refer to the map provided at the NRCS Web Soil Survey (Tab #1), an ArcMap Soil Classification Map (Tab #1.1), or published NRCS Soil Survey (Tab #1.2). Use "0" if the pond fill relies on the water table.

Evaporation Loss Calculations

This spreadsheet has been designed by Idaho Department of Water Resources to estimate the annual evaporation losses from a pond.

FILE NUMBER **63-**
 REVIEWER **Scott King, SPF**
 DATE **1/29/2021**

Calculated value
Formula Explanations

The acronyms used on the Kimberly Research Center website are defined below:

P = Precipitation
 ET= Evapotranspiration
 P_d = Precipitation deficit
 P_d =ET-P

USING THIS SPREADSHEET

Use the link below to access the Kimberly Research Center website. This website provides the Precipitation Deficit for a station most representative of the pond under examination. The Precipitation Deficit is the total amount of free water surface evaporation minus the precipitation for a given area, which gives the total amount of evaporative losses incurred by the pond. There are several weather sites that are used throughout the state. IDWR staff can find the nearest site using Arc Map. The shape file containing the sites can be found at <X:/Spatial/Climate/ETIdahostations.shp>

Instructions:

1. Use the link below to navigate to ET Idaho 2012.
2. Select the station which is most representative to your pond location.
3. Click Submit Query.
4. Under "Land Covers with Evapotranspiration Estimates," select "Open Water - Shallow Systems (ponds, streams)" or "Open Water - small stock ponds" depending on the pond size.
5. Click the link to "Precipitation Deficit."
6. Reference and copy (ctrl + C) the first subheading "Mean" values.
7. Click the "Paste Values from ET Idaho" button. The table will automatically enter a zero (0) for any negative precipitation deficit values.

Found at: <http://data.kimberly.uidaho.edu/ETIdaho/>

Precipitation Deficit

Station: **Kuna (NWS -- USC00105038)**

Month	mm/day ¹	Days per month	mm/Month
Jan	-0.48	31	0.00
Feb	0.37	28	10.36
March	1.47	31	45.57
April	2.61	30	78.30
May	3.34	31	103.54
June	4.17	30	125.10
July	4.72	31	146.32
August	3.88	31	120.28
September	2.71	30	81.30
October	1.81	31	56.11
November	-0.03	30	0.00
December	-0.30	31	0.00

PLEASE NOTE: The seasonal average for precipitation deficit should not be used for calculations because precipitation often exceeds evaporation during wetter months of the year. If the pond is kept full, excess precipitation during wetter months does not serve to refill the pond during drier months.

For example, see Sandpoint KSPT (NWS -- 108137), the annual precipitation deficit is -106 mm. However, April through September have positive precipitation deficit values. To properly estimate the annual volume of water necessary to refill a pond due to evaporation losses, the table will automatically enter a zero (0) for each month that the precipitation value is reported as a negative value.

As described above, precipitation offsets evaporation in winter months, so the net effect is that wintertime precipitation deficit is usually zero.

Total mm/year = **766.88**

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

(**766.88**) $\div$ **304.8**) $\times$ **1.00** = **2.5 AFA**

Total Storage Calculations

FILE NUMBER	03
REVIEWER	Scott King, DFR
DATE	3/29/2024

This spreadsheet has been designed by Idaho Department of Water Resources to estimate the total seepage, evaporation and fill capacity required for a pond.

File Name
Calculated value
Formula Explanations

Surface Area (AC.)	1	"Surface Area" is automatically carried over from the "Seepage Loss" sheet.
Average Pond Depth (FT.)	4.8	"Average Pond Depth" depicts the actual depth of the pond either measured or estimated. Note: If you know the maximum depth and not the average depth, the Field Examiner's Handbook suggests multiplying the maximum depth by 0.4 to get the average depth, or you can use any method that seems reasonable to attain average depth.
Pond Capacity (AF)	7.3	Pond Capacity is calculated by multiplying the Pond Surface Area by the Average Pond Depth. If you know the capacity, divide the capacity by surface area and enter the average pond depth in the space above. <i>Note: If pond capacity is determined using a method shown on the "Pond Capacity" sheet, the user may need to modify the value of "Pond Capacity" (cell B9) manually. Note that if the value is modified manually, the formula will be altered for future use.</i>
Multiple Fill Volume Above Initial Fill to Fulfill From Storage Needs- "Multiple Fills" (AF)	0	The "Multiple Fill Volume Above Initial Fill" is the acre-feet of water required to meet a <i>from storage</i> component if the <i>from storage</i> component exceeds a one time fill. This section should not include the amount of water needed to fill the pond initially or the amount of water needed to maintain the pond level due to evaporation or seepage. For example: if a pond has a capacity of 5 acre feet and 2.5 acre feet of seepage and evaporation, but the pond is used for irrigation that requires 10 acre feet of from storage for the irrigation use, then you would insert 5 acre feet into this location (10 acre feet needed - 5 acre feet from the initial fill = 5 acre feet of additional storage needed). <i>Note: You must have a "From Storage" component exceeding the initial fill on the permit to include a volume in this space.</i>
Estimated Seepage Loss (AF)	0.0	The "Estimated Seepage Loss" is automatically carried over from the "Seepage Loss" sheet.
Estimated Evaporation Loss (AF)	2.5	The "Estimated Evaporation Loss" is automatically carried over from the "Evaporation Loss" sheet.
Total Volume Required (AF)	9.8	The "Total Volume Required" is calculated by adding the Pond Capacity, Multiple Fills, Seepage Loss, and Evaporation Loss amounts to determine the total amount of storage required.

Flow Rate into Pond (CFS)	0.02	The "Flow Rate into Pond" depicts the actual flow, either measured or estimated, into the pond. For offstream facilities, this will be equivalent to "diversion to storage" rate.
Highest Daily Evaporation Rate From Evaporation Tab. (mm/Day)	4.72	This number is carried over from the "Evaporation Loss" sheet. It is the highest recorded number in the "Precipitation Deficit Table".
Required Daily Maintenance Volume (AF/Day)	0.02	"Required Daily Maintenance Volume" is the maximum volume of water needed on any given day during the year to maintain pond volume. It is calculated by adding the highest daily evaporation loss to the average daily seepage loss in acre feet. The average daily seepage loss is calculated by dividing the "Estimated Seepage Loss" by 365 days. This is acceptable, since the seepage rate shouldn't vary throughout the season unless the pond completely freezes over during the winter months. The highest daily evaporation loss is calculated by dividing the Highest Daily Evaporation Rate by the 304.8 conversion factor and multiplying this number by the pond surface area to attain a combined daily acre feet requirement.
Minimum Maintenance Flow (CFS)	0.01	The "Minimum Maintenance Flow" is the minimum amount of flow required to maintain the level of the pond. This number is determined by dividing the "Maximum Required Daily Maintenance Volume" by 1.9835. This flow can be used to determine if the flow rate into the pond is adequate to maintain the pond level.
Days Required to Fill the Pond	302	The "Days Required to Fill the Pond" is calculated by dividing the "Pond Capacity" by the "Flow Rate" minus "Minimum Maintenance Flow" multiplied by 1.9835. This section will assist you in determining if the flow rate being diverted to the pond is adequate to fill the pond while maintaining the pond level. The length of time to fill the pond will help determine if the flow rate is adequate for the size of pond being proposed. <i>If this number is approximately 6 months (180 days) or more, the reviewer should have a discussion with the applicant to make sure he/she understands that it will take a significant length of time to fill the pond.</i>
Days Required to Fill the Pond at 13,000 Gallons per Day	299	Some water users may want to fill a pond under the 13,000 gallons per day domestic exemption. The "Days Required to Fill the Pond at 13,000 Gallons per Day" is calculated by converting the "Pond Capacity" and the "Required Daily Maintenance Volume" to gallons. The "Pond Capacity" is then divided by 13,000 gallons minus the "Required Daily Maintenance Volume" in gallons to determine the number of days to fill pond. <i>If this number is approximately 6 months (180 days) or more, the reviewer should have a discussion with the applicant to make sure he/she understands that it will take a significant length of time to fill the pond.</i> Negative values indicate that the supply of 13,000 gallons per day is not enough volume to overcome the required daily maintenance volume; the pond will never fill.



Transfer Attachment 10b -Page 76 of 88

4N 1W

23
SENW

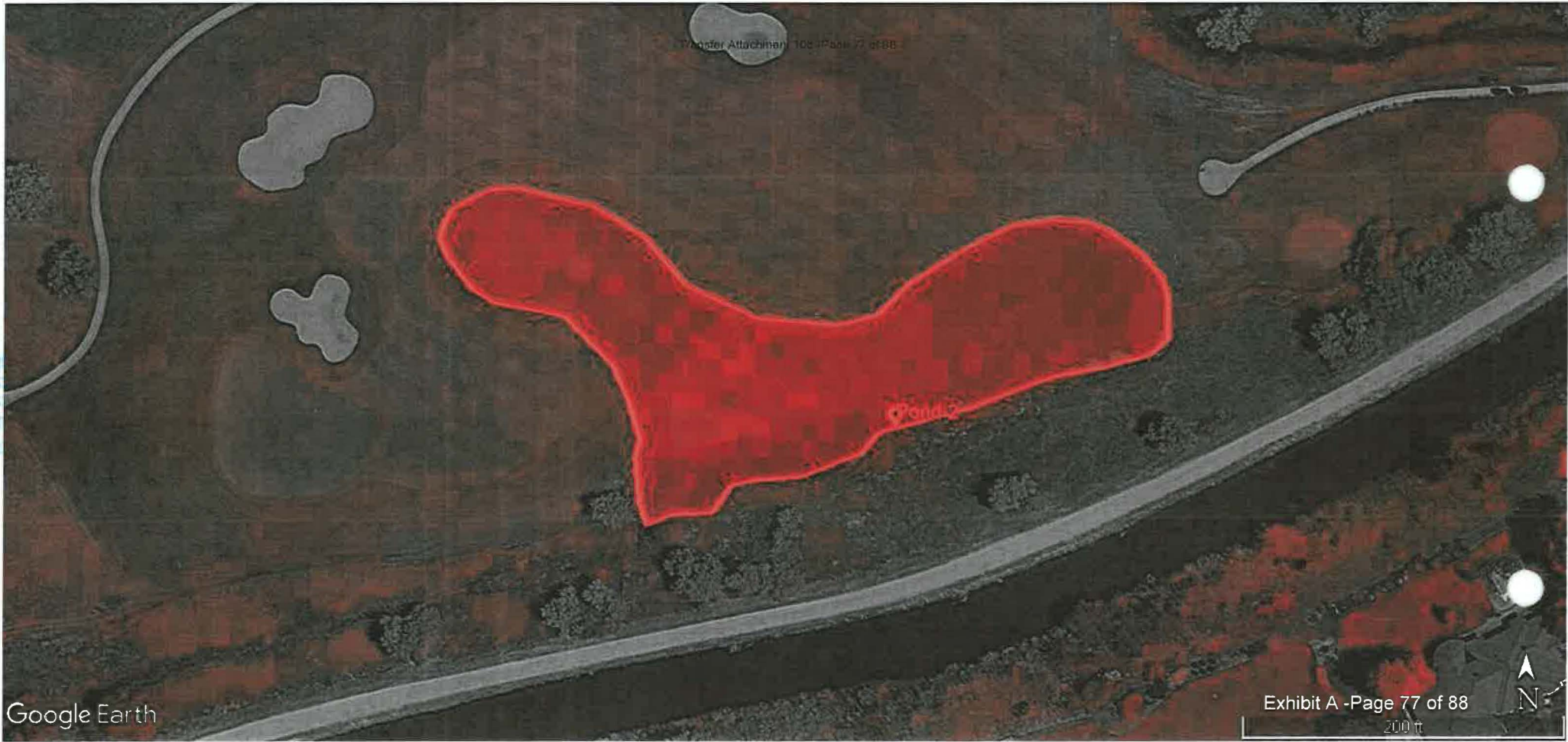


300 East Mallard Drive, Suite 350
Boise, Idaho 83706
Tel (208) 383-4140 Fax (208) 383-4156

The Club at Spurwing
Application for Permit

4N 1W 23 SENW

Exhibit A -Page 76



MINIMUM REQUIREMENTS CHECKLIST TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

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) EUREKA WATER CO

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, Part 1.
- ☒ * 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 idwr.idaho.gov/water-rights/transfers/resources.html.
- ☐ ☒ #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 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: Attachment 10a (Transfer Narrative)

Transfer Attachment 10b -Page 79 of 88
STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant(s) Eureka Water Co. Phone 208-250-7547
Mailing address c/o Bill Clayton, PO Box 10, Star ID 83669 Email bill@claytontreefarm.com

- ☐ 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 Daniel Steenson Phone 208-629-7447
Mailing address 1101 W. River St., Ste. 110, Boise, ID 83702 Email dan@sawtoothlaw.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.

<u></u> Signature of Applicant or Authorized Representative	<u>Bill Clayton, President, Eureka Water Co.</u> Print Name and Title if applicable	<u>11/15/2022</u> Date
 Signature of Applicant or Authorized Representative	 Print Name and Title if applicable	 Date

A. PURPOSE OF TRANSFER

- ☒ Change point of diversion
☒ Change nature of use
 ☒ Add diversion point(s)
☒ Change period of use
 ☐ Change place of use
☐ Other _____
- 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 **Part 1A.2**.
- 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 **Part 1A.3**.
This application proposes to change the nature of use of a portion of the identified water right to provide mitigation for evaporative losses from excavated ponds.

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.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☐ ☒	63-145	33.02	Irrigation	4/1 to 10/31	Boise River / Snake River
☐ ☐		0.15 / 22.6	Ground Water Recharge	4/1 to 10/31	
☐ ☐		0.02 / 4.2	Mitigation	4/1 to 10/31	
☐ ☐		22.6	Aesthetic Storage	1/1 to 12/31	
☐ ☐		0.13	Diversion to Storage	4/1 to 10/31	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 33.32 cfs and/or 55.18 acre-feet.

2. Total amount of water proposed to be transferred or changed 0.13 cubic feet per second and/or 22.6 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 #

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	
4N	1W	22				AS													
		23							AS	AS									
Total Acres (for irrigation use)																			

AS = Aesthetic Storage
Only changes identified

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:
See Attachment 10a.
-
- b. Who owns the property at the point(s) of diversion? See Attachment 10a. No change in point of diversion.
 If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
-
- 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: N/A.
-
- 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:
The land occupied by the ponds will no longer be irrigated. The irrigated place of use for the changed water right will be reduced by the seven acres occupied by the ponds to mitigate for evaporative loss from the ponds. The Eureka Water Company's place of use remains unchanged.
- 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:
See attachment 10a.
-
- 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:

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.

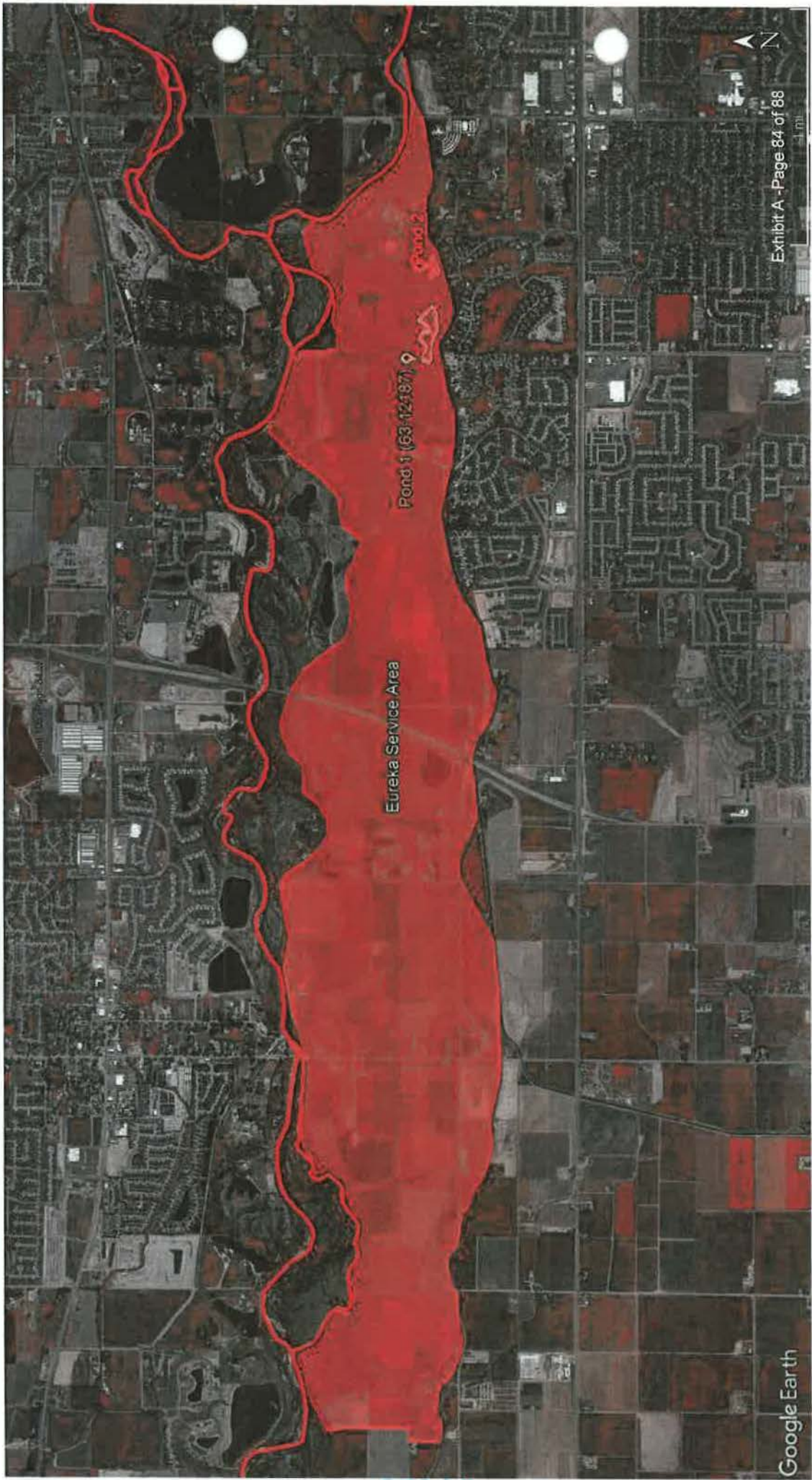
B. IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

- ☒ 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: 63-145

1. amount 0.13 (cfs/ac-ft) for Irrigation purposes from 4/1 to 10/31
 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.)

[illegible]



**EUREKA WATER COMPANY TRANSFER ATTACHMENT 8A
WATER BALANCE AND CHANGES TO 63-145**

ET_{Idaho} 2017, Kuna (NWS -- USC00105038)
Precipitation Deficit Requirements

Grass - Turf (lawns) - Irrigated															
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a	Non Growing Season ^b	Annual
Mean ^j	mm/day												mm		
Monthly ^p	-0.06	0.08	0.46	2.91	4.96	5.98	6.58	5.41	3.72	2.1	-0.27	-0.1	983	-11	973
cfs/acre	0.000	0.000	0.001	0.005	0.008	0.010	0.011	0.009	0.006	0.003	0.000	0.000			

Open Water - shallow systems															
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a	Non Growing Season ^b	Annual
Mean ⁱ	mm/day												mm		
Monthly ^c	-0.48	0.37	1.47	2.61	3.34	4.17	4.72	3.88	2.71	1.81	-0.03	-0.3	742	0	742
days / month	31	28	31	30	31	30	31	31	30	31	30	31			365
mm / month			45.6	78.3	103.54	125.1	146.32	120.28	81.3	56.11					757
cfs/acre	-0.001	0.001	0.002	0.004	0.006	0.007	0.008	0.006	0.004	0.003	0.000	0.000			

- a 757 mm/yr, Net annual positive-month precipitation-deficit pond consumptive use (from above, open water, annual use)
- b 2.48 ft/yr, Net annual precipitation-deficit pond consumptive use ($b = a / 304.8$)
- c 7 acres, pond surface area (from client)
- d 17.4 af/yr, total annual pond consumptive use ($d = b \times c$)
- e 983 mm/yr, net annual precipitation-deficit irrigated crop land consumptive use (from above, turf grass growing season)
- f 3.23 ft/yr, Net annual precipitation-deficit crop land consumptive use ($f = e / 25.4 / 12$)
- g 5.4 acres of crop land consumptive use required to offset annual pond consumptive use ($g = d / f$)
- h 0.018 cfs/acre, the combined duty of water for Eureka Water Co water rights
- k 4.72 mm/day, peak daily pond Pdef (July)
- l 0.05 cfs, required to meet peak daily pond Pdef at 60% Stewart Decree flow reduction ($l = k / 304.8 \times c / 1.9835$)
- m 0.09 cfs, available when 100% flow delivered ($m = l / 0.60$)
- n 5.0 acres of transfer water right associated with above 100% flow ($n = m / h$)
- p 7 minimum quantity of transferred acres at 1:1 requirement (pond:irrigation)
- q 7.0 acres, greater of g, n, & p, required to offset pond evaporation.
- r 0.13 cfs, quantity of transferred irrigation component changed to aesthetic storage by transfer ($r = q \times h$)
- s 22.6 af/yr, total annual crop consumptive use changed to pond mitigation ($s = f \times r$)

Changes to 63-145, Eureka Water Co			
	Pre-Transfer	Changed by Transfer	Post-Transfer
Irrigation, cfs	33.15	-0.13	33.02
Aesthetic Storage, afa	0.0	22.6	22.6
Diversion to Storage, cfs	0.00	0.13	0.13
Ground Water Recharge, cfs	0.15	0	0.15
Ground Water Recharge, afa	28.4	0	28.40
Mitigation, cfs	0.02	0	0.02
Mitigation, afa	4.2	0	4.20
Total, cfs	33.32	0.13	33.32
Total, af	32.60	22.58	55.18
Acres, combined limit	1816.7	-7.0	1809.7
Duty, combined limit, cfs/acre	0.018	0.018	0.018

Transfer Attachment 10a Narrative

This Transfer Application proposes to change the purpose of use of a portion of Eureka Water Company's ("Eureka") water right no. 63-145 from irrigation to aesthetic storage to mitigate for evaporative losses from two excavated ponds marked as "Pond 1" and "Pond 2" in Attachment 7A & 7B. These ponds, located within Eureka's service area between the Phyllis Canal and the Boise River, intercept shallow groundwater assumed to have a hydraulic connection with the Boise River. The land where Pond 1 and Pond 2 are located is owned by Pacific Links Limited Liability Company ("Pacific Links") and leased to The Club at Spurwing, LLC ("Spurwing LLC") as part of the Spurwing Championship Golf Course ("Spurwing G.C.").

This Application is filed to: (1) comply with condition no. 3 of permit 63-12187, which requires Pacific Links, as the permit holder, to provide mitigation for the evaporative loss of ground water collected in Pond 1 (approx. 6 acres); and (2) provide mitigation for the evaporative loss of ground water collected in Pond 2 (approx. 1 acre) in support of the permit application Spurwing LLC is filing contemporaneously with the filing of this Transfer Application.

Ground water is collected in Pond 2 for aesthetic use. In addition to aesthetic use, Spurwing LLC operates Pond 1 as part of the "Pond 1 irrigation System" described in Attachment 10b to commingle and distribute surface water and ground water sources to irrigate Spurwing G.C. north and south of the Phyllis Canal, and two subdivisions adjoining Spurwing G.C. south of the Phyllis Canal (shown in Attachment 7A& 7B). Surface water delivered by Eureka, and supplemental ground water collected in Pond 1 pursuant to Pacific Links' permit no. 63-12187, is used to irrigate the "G.C. Bottom Land". Surface water delivered by Settlers Irrigation District ("Settlers"), and supplemental ground water diverted from "Well" 1 pursuant to water right no. 63-10572 is used to irrigate the "Spurwing Bench Land."

Condition no. 4 of permit 63-12187 requires Pacific Links to monitor and operate the Pond 1 Irrigation System in accordance with an IDWR-approved plan to ensure that water is used in accordance with the water rights for the surface and ground water sources that are commingled in and distributed from Pond 1. Spurwing LLC updated the "Pond 1 Irrigation System Plan" ("Plan") to reflect changes in water conveyance and measurement that have been made or will be made to the Pond 1 Irrigation System.

In the "Agreement for Pond 1 Irrigation System Operation and Eureka Water Right Transfer" attached as Attachment 10b ("Transfer Agreement", to which a copy of the Plan is attached), Pacific Links, Spurwing LLC and Eureka agreed, among other things, that: Spurwing LLC shall fully implement the Plan before the delivery of water to Pond 1 begins in 2023; Spurwing LLC's ongoing performance of the Plan's Irrigation System operation, measurement, measurement reporting and maintenance requirements shall be an ongoing requirement and condition of IDWR and Eureka approval of the Plan, and on the basis of

Spurwing LLC's commitments to implement the Plan, Eureka shall to file this Transfer Application.

Consequently, IDWR's approval and Spurwing LLC's timely and ongoing implementation of the Plan are essential conditions for this Application.

Mitigation to Boise River is required to offset consumptive use resulting from water evaporation from the pond's surface and is accomplished by changing the nature of use from *irrigation* to *aesthetic storage* for the portion of Eureka water right 63-145 appurtenant to the 7 acres occupied by Pond 1 and Pond 2. Water right 63-145 authorizes 33.15 cfs for irrigation of 1816.7 acres. The diversion rate associated with 7 acres is 0.13 cfs (7 acres x 33.15 cfs ÷ 1816.7 acres = 0.13 cfs). The consumptive volume associated with 7 acres of turf grass is 22.6 acre-feet, supported by the attached Water Balance.

The consumptive requirement and subsequent depletion rate to river flows required for shallow ponds and turf grass, which is grown at The Club at SpurWing golf course, can be calculated based on the ET Idaho (<http://data.kimberly.uidaho.edu/ETIdaho/>) precipitation deficit tables for the Kuna climate station. The amount proposed for mitigation is based on a one-to-one ratio: 1 acre of irrigation for 1 acre of pond surface area. The calculations demonstrate that 7 acres of pond surface area will annually evaporate 17.4 acre-feet, equivalent to the consumptive use associated with 5.4 acres of grass turf. As shown on the attached Water Balance data sheet, during the 60% Stewart Decree cut, 5.0 acres of grass pasture can sufficiently satisfy the ponds' anticipated peak daily consumptive use requirement of 4.68 mm/day. As a result, 7 acres of EWC water converted from irrigation to aesthetic use will more than adequately offset the consumptive use resulting from the ponds.

Included are IDWR's pond loss calculation spreadsheets for pond seepage, evaporation and storage capacity that further support the adequacy of the amount proposed for change to aesthetic storage.



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

EUREKA WATER CO
C/O BILL CLAYTON
PO BOX 10
STAR, ID 83669-0010

RE: Transfer No. 87249
Water Right No(s). 63-145

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: DANIEL V STEENSON, SAWTOOTH LAW OFFICES PLLC

Evans, Lynne

From: Evans, Lynne
Sent: Friday, April 14, 2023 3:48 PM
To: mike@wd63.org
Subject: Application for Transfer No. 87249; Application for Permit No. 63-35387
Attachments: 87249 WM.docx; 63-35387 WM.docx

Watermaster:

The Idaho Department of Water Resources (IDWR) is seeking written comment and/or recommendations from you regarding the above referenced water right application. You can find a copy of the application at: <https://research.idwr.idaho.gov/apps/waterrights/wrajsearch/wradjsearch.aspx>. Please review the application, then complete the enclosed recommendation form and return it to this office by May 8, 2023.

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the watermaster, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

IDWR can finish reviewing an unprotested application as soon as the protest period has passed. Your prompt response to this request will ensure that your recommendation can be considered. If IDWR has not received your written recommendation by May 8, 2023, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

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

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

State of Idaho
Department of Water Resources
RECOMMENDATION FORM

RE: Transfer No. 87249
Water Right No(s). 63-145

Transfer Applicant's Name: EUREKA WATER CO
C/O BILL CLAYTON
PO BOX 10
STAR, ID 83669-0010

Watermaster's Recommendation:

- a) _____ I do not oppose approval of this application.
- b) _____ I do not oppose approval of this application if it is conditioned
as follows:
- c) _____ I oppose approval of this application for the following reasons:
- d) _____ Additional comments:

Dated this _____ day of _____.

Watermaster's Signature

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

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/WRAApplicationResults/>. 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

RECEIVED

NOV 21 2022

WATER RESOURCES
WESTERN REGION

Debby Long

From: Dan Steenson
Sent: Monday, November 21, 2022 2:52 PM
To: Skinner, Aaron; Debby Long
Subject: RE: Eureka Water Co. Transfer

Thanks Aaron.

Debby, please send the additional \$150 per the email below.

Thanks.

Dan

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: "Skinner, Aaron" <Aaron.Skinner@idwr.idaho.gov>
Date: 11/21/22 2:43 PM (GMT-07:00)
To: Dan Steenson <dan@sawtoothlaw.com>
Subject: Eureka Water Co. Transfer

Dan,

A transfer was submitted on behalf of Eureka Water Company with the incorrect fee amount. There is a \$200 fee based on the 0.13 cfs for irrigation and a \$250 fee relative to the change in nature of use totaling \$450 instead of the \$300 received. Will you please get \$150 to the department at your earliest convenience? Once received, we will proceed with reviewing the transfer.

I've attached the fee schedule for your convenience. If you have any questions, please feel free to give me a call.

Thank you,
Aaron



Aaron Skinner | Water Resource Agent, Sr.
IDWR Western Region | Cell: (208) 830-4686
Email: aaron.skinner@idwr.idaho.gov