

RECEIVED

DEC 23 2025

DEPT. OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

RECEIVED

GENERAL INFORMATION AND INSTRUCTIONS

DEC 31 2025

WATER RESOURCES
IN REGION

Pursuant to Section 42-222(1), *Idaho Code*, a transfer application may be filed to change the point of diversion, place of use, period of use, or nature of use of all or part of an established water right. Any person proposing to make such a change is required to file a transfer application with the Department. "Such application shall be upon forms furnished by the department and shall describe the [water right] to be changed and the changes which are proposed and shall be accompanied by the statutory filing fee." *Idaho Code* § 42-222(1).

The Department has developed this application form to assist applicants in satisfying the requirements of Section 42-222(1). This application form requests information about the applicant's authority to file (Part 1), information about the current elements of the water right(s) to be changed (Part 2), information about the proposed changes (Part 3), information about the validity of the water right(s) and the effects of the proposed changes (Part 4), and confirmation that the information provided is truthful (Part 5).

The applicant or their representative must provide a response for all applicable questions, any additional information required, and the proper filing fee before this application will be considered complete. If an application is incomplete or more information is required, the Department will notify the applicant or representative and allow time for the application to be completed. An application that remains incomplete will be returned to the applicant and the filing fee will be refunded.

An application for transfer is limited to the changes proposed for a single water distribution system. A proposal to change two or more separate water distribution systems, that will remain separate after the transfer, must be filed as separate applications. Applicants may provide additional pages to supplement their responses to the questions posed on this application form. Supplemental forms for listing additional water rights, points of diversion, or places of use can be found on the Department's website (idwr.idaho.gov). If you need assistance understanding the questions on this form, generating current water right reports, determining legal descriptions, or accessing water measurement records feel free to contact the nearest regional office of the Department.

PART 1 – CONTACT INFORMATION, OWNERSHIP RECORDS, AUTHORITY TO FILE

Name(s) of Applicant(s) City of Eagle

Mailing Address PO Box 1520

Email* nsemanko@parsonsbehle.com Phone 208-562-4900

Name of Representative (if any) Norm Semanko

Mailing Address Parsons Behle & Latimer PLC, 800 W Main St, Ste 1300, Boise, ID 83702

Email* nsemanko@parsonsbehle.com Phone 208-562-4900

*If an email address is provided, Department staff will use email as the primary method for corresponding with the applicant and representative about the application.

A. Representative. If the representative is authorized to sign or amend the application on behalf of the applicant, attach documents confirming that authority. Label documents as Attachment 1A.

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B. Current Owner. If the applicant is not the current owner of record for all water rights included in this application, attach documents showing that the applicant has the authority to make the proposed changes. Label documents as Attachment 1B.

C. Updating Ownership Records. Applicants needing to update the ownership records for any of the water rights included in this application must attach documents supporting the ownership change. Such documents must trace ownership of the subject water rights or the current place of use for the subject water rights from the current owner of record for the water rights to the applicant. Label documents as Attachment 1C.

D. Business Entities. If the applicant is a business entity (corporation, LLC, partnership, trust, etc.), is the entity currently registered with the Idaho Secretary of State?

Yes. If this application is signed by someone other than a person listed on the most recent annual report filed with the Idaho Secretary of State, attach documents confirming the authority of the signer to sign on behalf of the business entity. Label documents as Attachment 1D.

No. Attach documents confirming the authority of the signer to sign on behalf of the business entity. Label documents as Attachment 1D.

E. Approval of Irrigation Delivery Entity. Section 42-108, *Idaho Code*, states that a transfer application proposing to change water rights held by an irrigation company or district requires the consent of the irrigation entity. If this application proposes to change water rights held by an irrigation entity, attach a letter of consent from the entity (labeled as Attachment 1E) or have an authorized representative of the entity co-sign the application.

F. Encumbered Properties. If the current place of use for the water rights included in this application is subject to a lien, deed of trust, mortgage, or contract and the application proposes to change the nature of use of the water rights or to move water rights off the current place of use, attach a statement of consent for the change signed by the lien holder, trustee, mortgagor or contract holder. Label documents as Attachment 1F.

G. Legal Access. If the applicant is not the current owner of the proposed point(s) of diversion, conveyance system, or place(s) of use, provide evidence of legal access to the land or infrastructure not owned by the applicant. Label documents as Attachment 1G. For example, an applicant may provide a letter of consent from the owner of the land or conveyance system or may have the owner co-sign the application. For applications proposing to divert water on or convey water across federal land, an applicant is not required to demonstrate legal access to the federal land prior to approval. Instead, if the transfer application is approved, the applicant must obtain access authorization from the relevant federal agency prior to diverting water under the subject water rights.

PART 2 – WATER RIGHTS BEFORE PROPOSED CHANGES

A. Current Water Rights. For each water right proposed to be changed, attach a current water right report obtained from any Department office or from the Department's website (idwr.idaho.gov). Label water right reports as Attachment 2A.

B. Map of Current System. Attach a map of the current point(s) of diversion and place(s) of use for the water rights to be changed. The map should clearly depict the elements of the water rights to be changed. For example, if the application proposes to change the point of diversion for a water right, the map should display the current location of the point of diversion. For irrigation water rights, the map should also identify the location of the irrigated acres to be changed. Label map as Attachment 2B.

C. Current Location of Irrigated Acres. If this application proposes to change the place of use or nature of use for only a portion of an irrigation water right, use the following table to identify the current location of the irrigated acres to be changed. If additional pages are required, label additional pages as Attachment 2C. If this application proposes to change or rearrange the entire place of use for irrigation water right(s), skip to Part 3.

N/A. This application does not propose to change the place of use or nature or use of an irrigation water right or this application proposes to change the place of use or nature of use for an entire irrigation right.

Current Location of Irrigated Acres to be Changed

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

Total Irrigated Acres to be Changed: _____

PART 3 – DESCRIPTION OF PROPOSED CHANGES

A. Purpose of Transfer. Section 42-222(1), *Idaho Code*, states that transfer applications may only be filed to change the point of diversion, place of use, period of use, or nature of use of an established water right. Section 42-248(3), *Idaho Code*, authorizes water right ownership changes to be described on a transfer application. Identify the changes proposed in this application:

- Change point(s) of diversion
- Add point(s) of diversion
- Change nature of use
- Change place of use
- Change period of use
- Update water right ownership records

B. Proposed Changes. Describe the proposed changes in narrative form:

Applicant's current municipal supply system is comprised of three discrete delivery zones. The three zones are not interconnected and operate as separate systems. The proposed well will supply municipal water to the City's east delivery zone. As with the two existing municipal wells currently serving the east zone, the proposed well will be equipped with a flow meter and water level measurement access.

C. Summary of Proposed Changes.

1. Water Rights. Use the following table to list all water rights, or portions thereof, that are proposed to be changed as they would appear after the proposed changes. In the Amount column, list the volume in acre-feet (af) for storage uses or the rate in cubic feet per second (cfs) for all other uses.

All or Part	Right Number	Amount (cfs/af)	Nature of Use	Period of Use	Source
<input checked="" type="checkbox"/> <input type="checkbox"/>	63-11413	3.15/434	Municipal	1/1 to 12/31	Ground Water
<input checked="" type="checkbox"/> <input type="checkbox"/>	63-12448	3.25/691	Municipal	1/1 to 12/31	Ground Water
<input type="checkbox"/> <input type="checkbox"/>	_____	_____	_____	_____ to _____	_____
<input type="checkbox"/> <input type="checkbox"/>	_____	_____	_____	_____ to _____	_____
<input type="checkbox"/> <input type="checkbox"/>	_____	_____	_____	_____ to _____	_____
<input type="checkbox"/> <input type="checkbox"/>	_____	_____	_____	_____ to _____	_____
<input type="checkbox"/> <input type="checkbox"/>	_____	_____	_____	_____ to _____	_____
<input type="checkbox"/> <input type="checkbox"/>	_____	_____	_____	_____ to _____	_____
<input type="checkbox"/> <input type="checkbox"/>	_____	_____	_____	_____ to _____	_____
<input type="checkbox"/> <input type="checkbox"/>	_____	_____	_____	_____ to _____	_____

2. Total Amounts. Calculate the total quantity, in cfs or af, of water rights that are proposed to be changed through this application. For an application proposing to only change the place of use for irrigation rights, the total quantity of water is calculated by comparing the current place of use to the proposed place of use, summing the number of acres increased in each legal subdivision, and quantifying the proportional amount of diversion rate for the increased acres. For an application proposing to change or add points of diversion for irrigation or any other beneficial use, the total amount is the total diversion rate for the changed portion of the right.

Total Amount of Water Rights Proposed to be Changed: 6.4 cfs and/or 1,125 af.

3. Point(s) of Diversion. Use the following table to list all the proposed points of diversion for the water rights to be changed, including any current points of diversion that will continue to be used as part of the proposed water distribution system.

The legal description for the proposed point(s) of diversion must be to the nearest 40-acre subdivision (QQ) or U.S. Government Lot of the Public Land Survey System (PLSS). PLSS information is typically available from USGS topo maps, property deeds, tax bills or various mapping tools on the Department’s website.

For points of diversion within platted subdivisions, list the lot and block number in the “Diversion Name/Number” column. An application proposing an injection into a stream and a re-diversion from that stream must list the source for the original diversion as the source for the injection and re-diversion points. If this application proposes construction of a new diversion structure (for example, a new ground water well or a new pump station on a creek), please indicate the status in the appropriate column.

N/A. This application does not propose to add or change any points of diversion.

Proposed Points of Diversion

New?	Twp	Rge	Sec	Lot	1/4	1/4	1/4	County	Source	Diversion Name/Number
Y	5N	1E	33			SW	SW	Ada	Ground Water	To Add
N	4N	1E	3			SW	SW	Ada	Ground Water	Current
N	4N	1E	4			SW	SW	Ada	Ground Water	Current

4. Place of Use. The proposed place of use must be described to the nearest 40-acre subdivision (QQ) or U.S. Government Lot of the Public Land Survey System. Government lot numbers can be noted in parenthesis below the approximate quarter-quarter location of the government lot. For water rights held by irrigation districts, municipal providers or irrigation companies, the proposed place of use may be generally described as authorized by Sections 42-202B, 42-219 and 42-222B, *Idaho Code*.

N/A. This application does not propose to change the place of use.

Proposed Place of Use

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

Total Irrigated Acres: _____

5. Map of Proposed System. Attach a map showing the location of the points of diversion, reservoirs, dams, canals, ditches, pipelines and other works proposed to divert and convey water. Also show the location of the place of use, including any lands to be irrigated. The map should delineate the legal subdivisions including townships, ranges, sections, quarter-quarters and government lots. Label map as Attachment 3C.

PART 4 – ADDITIONAL INFORMATION

Section 42-222(1), *Idaho Code*, establishes the criteria used to evaluate transfer applications. An applicant bears the burden of demonstrating that the water right to be changed is a valid right, that the proposed use is a beneficial use, and that the proposed changes will not injure other water rights, will not enlarge the use of the original rights, are in the local public interest, and are consistent with the conservation of water resources within the state of Idaho. To satisfy this burden, an applicant must provide sufficient data and information for the

Department to evaluate the effects of the proposed change. The Department may deny an application if the applicant fails to provide sufficient data and information to determine whether the criteria from Section 42-222(1) are satisfied. In addition to the information requested in Parts 1-3 of this application, the following information must be provided for an application to be considered complete. Department staff may request additional information or clarification as the application is processed.

A. Validity of Water Rights

1. If one or more of the water rights proposed to be changed is a statutory claim, established pursuant to Section 42-248, *Idaho Code*, attach evidence supporting the priority date claimed. Label documents as Attachment 4A-1. For statutory claims, the Department may conduct a field inspection as part of the application review process to evaluate the water right elements listed on the statutory claim.

2. Has any portion of the water right(s) proposed to be changed undergone a period of five or more consecutive years of non-use?

Yes. Attach a statement describing the portion of the right(s) that were not used and the length of time of the non-use. In addition, identify any exception or defense to forfeiture and provide a detailed description as to why the water rights have not been lost and forfeited for non-use. Label documents as Attachment 4A-2. Statutory exceptions or defenses to forfeiture are set forth in Section 42-223, *Idaho Code*.

No.

B. Injury to Other Water Rights

1. Identify any other water right(s) diverted at the current point(s) of diversion.

City water right 63-12017 for storage uses

2. Identify any other water right(s) diverted at the proposed point(s) of diversion.

Alscott Real Estate permit 63-35328 for storage uses

3. Is the proposed point of diversion within a state water district? Yes. Water District # 63. No.

4. If already constructed and in use, are the proposed points of diversion equipped with Department-approved measuring devices? Yes. No.

5. If this application proposes to divert a surface water right from a ground water well, attach a technical analysis evaluating the hydraulic connection between the proposed ground water point of diversion and the source of water listed on the right to be changed. Label technical analysis as Attachment 4B-5.

6. If this application proposes changing the point of diversion for a ground water right in the Eastern Snake Plain Aquifer (ESPA), attach a technical analysis of the anticipated depletions to reaches of the Snake River that are hydraulically connected to the ESPA using the Department's current ground water model for the ESPA. The technical analysis must evaluate depletion impacts in a time-series format at transient and steady state time steps. To assist applicants in preparing the required technical analysis, the Department has developed a transfer tool interface for the ESPA model. The transfer tool and user instructions can be downloaded from the Department's website (idwr.idaho.gov). If the proposed and current points of diversion are in the same or adjacent model cells, no technical analysis is required, unless specifically requested by the Department. Label technical analysis as Attachment 4B-6.

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C. Enlargement in Use

1. Identify any other water rights used at the current place of use, including the number of shares in a canal company or acres assessed by an irrigation district.

N/A - no change in place of use proposed

2. Identify any other water rights used at the proposed place of use, including the number of shares in a canal company or acres assessed by an irrigation district.

N/A - no change in place of use proposed

3. If this application proposes changing the place of use or nature of use for irrigation water rights, will the current place of use, for the portion of the right to be changed, continue to be irrigated?

Yes. Identify the water right(s) to be used for the continued irrigation.

No. The place of use for the portion to be changed will no longer be irrigated.

N/A. The application does not propose to change the place of use for irrigation rights.

4. Unstacking Water Rights for Irrigation. If this application proposes to change the place of use for an irrigation water right that is combined with other irrigation rights at the current place of use but does not propose to change the place of use for all the stacked irrigation rights, attach evidence of the historical consumptive use occurring under all water rights at the current place of use. For irrigation rights, this should include at least five years of diversion data and/or crop data and estimates of evapotranspiration. Label the information as Attachment 4C-4. Evapotranspiration data may be available on the Department’s website (<http://et-idwr.idaho.gov>)

5. If the application proposes to change the nature of use for a water right, attach evidence of the historical consumptive use occurring under the portion of the water right to be changed. For irrigation rights, this should include diversion data, crop data and estimates of evapotranspiration. Label the information as Attachment 4C-5. Evapotranspiration data may be available on the Department’s website (<http://et-idwr.idaho.gov>)

6. If the application proposes to change the nature of use of a water right to municipal use for reasonably anticipated future needs, complete the form titled “Municipal Water Right Application Checklist” found on the Department’s website (idwr.idaho.gov). Label the form as Attachment 4C-6.

7. To your knowledge, are any portions of the water rights proposed to be changed:

Yes No

currently leased to the Water Supply Bank?

If yes, complete the form titled “Application for Transfer of Water Right Attachment WSB” found on the Department’s website (idwr.idaho.gov). Label the Form as Attachment 4C-7.

currently used in a mitigation plan limiting the use of water under the right?

subject to an agreement not to divert (CREP)?

currently enrolled in a federal set-aside program (CRP)?

D. Local Public Interest

The department must consider whether the proposed changes are in the local public interest as defined in Section 42-202B(3), *Idaho Code*. Some of the local public interest factors that may be considered in conjunction with a transfer application are (1) Recreation, fish, and wildlife impacts, (2) Water quality or contamination concerns, (3) Local and state ordinances, regulations, or policies related to water use, (4) Goals, requirements and limits set forth in the State Water Plan. If you choose to provide information about local public interest factors, label the information as Attachment 4D.

E. Conservation of Water Resources

Describe the diversion works and water delivery system. This may include sizes and dimensions of pumps, pipelines, headgates, ditches, dams, impoundments and irrigation equipment.

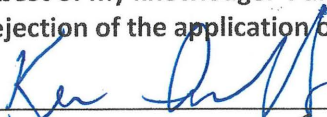
Wells, pumps, municipal PI system

PART 5 – FILING FEE AND SIGNATURE

A. Filing Fee. Filing fees for transfer applications are set forth in Section 42-221.O, *Idaho Code*. A table summarizing the filing fees for transfer applications is also found on the Department’s website (idwr.idaho.gov). Any application proposing to change the nature of use for one or more rights requires an additional filing fee of \$250. Applications proposing to update the ownership records for water rights must also include the appropriate filing fee to update the ownership records. For any application relying on the filing fee set forth in Section 42-221.O.8, *Idaho Code*, attach a statement describing how the application qualifies under Section 42-221.O.8. Label documents as Attachment 5A.

B. Affidavit of Applicant or Representative:

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.



Signature of Applicant or Representative*

Ken Acuff - Water Superintendent 12/22/2025

Print Name and Title, if applicable Date



Signature of Applicant or Representative*

BRAD PRICE Mayor 12/22/25

Print Name and Title, if applicable Date

*If water rights included in this application are owned by multiple people or entities, each owner must sign the application form.

FOR DEPARTMENT USE ONLY

Fee Paid: \$ 980.- Receipt #: C 124498 Date: 12/23/2025 Received by: KW
Add'l Paid: \$ _____ Receipt #: _____ Date: _____ Received by: _____

ATTACHMENT 1G

LEGAL ACCESS TO THE PROPOSED WELL

When Recorded Return To:

Givens Pursley LLP
Attention: Elizabeth A. Koeckeritz
601 W. Bannock St.
Boise, Idaho 83702

WATER DELIVERY AGREEMENT

THIS WATER DELIVERY AGREEMENT (“**Agreement**”) is made as of May
5th, 2025 (the “**Effective Date**”), by and between Alscott Real Estate, LLC, an Idaho limited liability company (“**Alscott**”), and City of Eagle, a municipal corporation in the State of Idaho (“**City**”). Alscott and City may each be referred to as a “**Party**” and collectively as the “**Parties.**”

RECITALS

A. Alscott owns that certain real property in Ada County, Idaho, legally described on Exhibit A, attached hereto and incorporated herein by reference, which Alscott intends to develop into a residential subdivision proposed to be known as Alscott Rocking A Ranch Subdivision as depicted in Exhibit B (the “**Subdivision Property**”).

B. Alscott is authorized to construct one or more groundwater wells within the Subdivision Property to supply supplemental irrigation and aesthetic storage water to the Subdivision Property under water right permit no. 63-35328 (“**Alscott Water Permit**”) as it may be licensed, with a well to be located in the SWSW of Section 33, T5N, R1E, B.M., with a pumping capacity estimated to be 600 to 900 gallons per minute (“**Donated Well**”).

C. City owns a portfolio of water rights for municipal purposes, including water right nos. 63-11413 and 63-12448 (“**City Water Rights**”).

D. Alscott intends to construct the Donated Well to help meet fire flow requirements for the Subdivision Property under the City Water Rights, and City and Alscott agree that the Donated Well shall be constructed to municipal water supply standards and conveyed to City together with the platted lot upon which Donated Well is constructed, shown as Lot 41 in Exhibit B (“**Well Lot**”).

E. Alscott and City desire for each party to use the Donated Well to divert water under the Alscott Water Permit and the City Water Rights, as the case may be, according to the terms of this Agreement.

F. Alscott and City desire to enter into this Agreement to set forth the terms and conditions of: (i) the City’s operation, maintenance, repair, and replacement of the Donated Well for diversion of water as authorized under the City Water Rights and as authorized under the Alscott Water Permit; (ii) Alscott’s use, operation, maintenance, repair, and replacement of facilities located outside the Well Lot reasonably necessary to distribute water that is delivered by the City from the Donated Well to the Subdivision Property (“**Alscott’s Facilities**”); (iii) City’s

access to and use, operation, maintenance, repair, and replacement of facilities within the Well Lot and the Subdivision Property reasonably necessary to deliver water from the Donated Well to the City's municipal water system and from City's municipal system to the booster station, and from the Donated Well to Alscott's Facilities ("City's Facilities"); and (iv) allocating costs related to the use of the Parties' respective facilities and the Donated Well.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Well Lot and Donated Well to City. Within seven (7) days of the latter of (1) recordation of a final subdivision plat that is obtained by Alscott for the portion of the Subdivision Property containing the Well Lot, and (2) final approval of one or more water right transfer applications by the Idaho Department of Water Resources becoming unappealable that are obtained by the City to add the Donated Well as a point of diversion to the City Water Rights, Alscott shall convey to City the Well Lot, Donated Well, and well house and related facilities by quitclaim deed and/or bill of sale. The Donated Well, well house, and related facilities shall all be constructed by Alscott to specifications acceptable to the City prior to recording the final subdivision plat.

2. City Access to Well Lot and City's Facilities. After Alscott's initial construction of the Donated Well, well house, and related facilities and conveyance to the City pursuant to paragraph 1, City may access the Well Lot and related facilities within the Subdivision Property for distribution of municipal water supply by and through Lots 1, 11, and 38 shown in Exhibit B as reasonably necessary to improve, access, use, operate, maintain, repair, and replace the Donated Well, well house, and related facilities, but in no case shall the City access the Well Lot or City's Facilities or any other municipal water system facilities within the Subdivision Property by entering or crossing a privately-owned lot within the Subdivision Property without the express written consent of the owner of a such lot. Alscott hereby grants to City a non-exclusive easement over and through Lots 1, 11, and the Well Lot Access Easement within Lot 38, all shown in Exhibit B, for the purposes described in this paragraph.

3. Ownership of Donated Well, City's Facilities, and Alscott's Facilities. Upon conveyance of the Well Lot and Donated Well to City pursuant to paragraph 1:

- a. the Well Lot, Donated Well, well house, and related facilities shall be owned by City unless and until this Agreement is terminated pursuant to paragraph 7 below;
- b. City's Facilities shall be owned solely by City and shall not be shared with Alscott, unless otherwise agreed to in writing by City, except that Alscott shall be entitled to receive water from City's Facilities that are connected to Alscott's Facilities. Alscott hereby disclaims any right, title, or interest in or to any of City's Facilities, now existing or that may be constructed by City or its

successors in the future, except as they may be conveyed to Alscott under paragraph 7 below; and

- c. Alscott's Facilities shall be owned solely by Alscott and shall not be shared with City, unless otherwise agreed to in writing by Alscott. City hereby disclaims any right, title, or interest in or to any of Alscott's Facilities, now existing or that may be constructed by Alscott or its successors in the future.

4. Use of Donated Well. Upon conveyance of the Well Lot and Donated Well to City pursuant to paragraph 1:

- a. **City's use.** City shall improve, access, use, operate, maintain, repair, and replace the Donated Well and City's Facilities as reasonably necessary and convenient to divert and use City's Water Rights for authorized purposes, and to deliver irrigation water to the Subdivision Property by and through Alscott's Facilities according to the terms of this Agreement and the Alscott Water Permit. City shall maintain the pumping capacity of the Donated Well and City's Facilities at or above the pumping capacity existing as of the Effective Date. City shall be entitled to divert water through Alscott's Facilities, in coordination with Alscott, for purposes of compliance to a flush to waste requirement in IDAPA 58.01.08.511.02. City shall be entitled to divert water from the Donated Well under City's Water Rights for City's municipal use so long as such diversion does not materially interfere with the delivery of water to Alscott under paragraph 4.b below. The parties shall cooperate as necessary in adding the Donated Well as an authorized point of diversion for City's Water Rights.
- b. **Alscott's use.** Alscott, in its sole discretion, shall be entitled to the delivery of irrigation water from the Donated Well and City's Facilities to the Subdivision Property by and through Alscott's Facilities that are connected to City's Facilities at all times and in such quantities authorized under Alscott's Water Permit, except as expressly set forth in this Agreement. Specifically, the City shall deliver water to Alscott's Facilities and Alscott shall be entitled to receive water from the Donated Well and City's Facilities during the time periods and in the quantities set forth in the following schedule:

Period During each Calendar Year	Diversion Rate Delivered by City (gallons per minute)
November 1 through February 28 (or 29)	0 (zero)
March 1 through October 31	450

Except as set forth in Paragraphs 6.a and 6.c below, City shall deliver water to Alscott's Facilities pursuant to table above at no cost to Alscott so long as deliveries of water to Alscott's Facilities do not exceed a total of 21.6 million gallons per calendar year. All water delivered to Alscott shall be from the

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quantities authorized under Alscott's Water Permit, and not from the quantities authorized under City's Water Rights.

- c. **Emergency City Use.** City, in coordination with and at least ten (10) days prior notice to Alscott, may limit the water delivered to Alscott's Facilities under paragraph 4.b above when (i) the City has an existing well that becomes inoperable for more than 30 days due to unforeseen conditions, (ii) water from the Donated Well is necessary to supply in-home potable needs under the City Water Rights, and (iii) City is prohibiting irrigation use under any of City's water rights capable of being diverted and delivered into the interconnected municipal water system that is served by the Donated Well.

5. **Construction, Operation, and Maintenance Responsibilities.** Subject to the cost allocation/sharing provisions set forth in paragraph 6 below:

- a. **Donated Well.** After Alscott's initial construction of the Donated Well, well house, and related facilities and conveyance to the City pursuant to paragraph 1, City shall have the right and responsibility, in its sole discretion and cost, to construct, improve, access, use, operate, maintain, repair, and replace the Donated Well, well house, and related facilities for the purposes set forth in this Agreement, except that Alscott may perform such activities in the event of termination of this agreement by the City. City and its agents shall comply with all applicable laws, statutes, rules, and regulations pertaining to construction, improvement, operation, maintenance, repair, and replacement of the Donated Well and related facilities within the Well Lot. The Donated Well and related facilities within the Well Lot shall be constructed, improved, operated, maintained, repaired, and replaced in a manner consistent with other water system facilities owned by the City, and in conformance with all applicable governmental laws, regulations, statutes, codes, and other requirements. For the first two years following conveyance of the Donated Well to the City, Alscott shall be responsible for bringing the water supplied by the Donated Well into compliance with federal primary and secondary drinking water quality standards that are regulated by the Idaho Department of Environmental Quality (IDEQ), in the event deficiencies are identified by IDEQ or the City.
- b. **City's Facilities.** After Alscott's initial construction of the Donated Well, well house, and related facilities and conveyance to the City pursuant to paragraph 1, City shall have the sole right and responsibility, in its sole discretion, to construct, improve, access, use, operate, maintain, repair, and replace City's Facilities and any related facilities for distribution of municipal water supply within Lots 1, 11, and the Well Lot Access Easement within Lot 38, all shown in Exhibit B, for the purposes set forth in this Agreement, except that Alscott may perform such activities in the event of termination of this agreement by the City. City and its agents shall comply with all laws, statutes, rules, and regulations pertaining to construction, improvement, operation, maintenance, repair, and replacement of City's Facilities. City's Facilities shall be constructed, improved, operated, maintained, repaired, and replaced in a

manner consistent with other water system facilities owned by the City, and in conformance with all applicable governmental laws, regulations, statutes, codes, and other requirements. Notwithstanding anything herein to the contrary, City shall use, operate, maintain, repair, and replace City's Facilities that connect to Alscott's Facilities so that they are capable of continuously and reliably delivering water to Alscott's Facilities in quantities set forth in paragraph 4.b above.

- c. **Alscott's Facilities.** Alscott shall have the sole right and responsibility to design, transport, permit, construct, improve, access, use, operate, maintain, repair, and replace Alscott's Facilities.
- d. **Well Lot.** City shall maintain the Well Lot in good condition in accordance with applicable City and Alscott Rocking A Ranch Subdivision design review standards and at its sole expense. Any facilities for irrigation of the Well Lot shall be connected to City's Facilities and the delivery of irrigation water shall be at City's sole expense.
- e. **Other Subdivision Property.** Alscott shall maintain Lots 1, 11, and the Well Lot Access Easement within Lot 38, all shown in Exhibit B, in good condition in accordance with applicable City and Alscott Rocking A Ranch Subdivision design review standards and at its sole expense; provided, however, that City shall at its sole expense repair any damage caused to Subdivision Property resulting from City's access to the Subdivision Property and/or activities under this Agreement.

6. Cost Allocation/Sharing.

- a. **Alscott's Costs.** Prior to conveyance of the Well Lot, Donated Well, well house, and related facilities to City pursuant to paragraph 1, Alscott shall be solely responsible for paying all costs associated with constructing, improving, using, operating, maintaining, repairing, and replacing the Donated Well, well house, and related facilities, including City's Facilities within the Well Lot that connect to Alscott's Facilities and to City's municipal water system. At all times, Alscott shall be solely responsible for paying all costs associated with constructing, improving, using, operating, maintaining, repairing, and replacing Alscott's Facilities for purposes of delivering water under Alscott's Water Permit to the Subdivision Property. Alscott shall also be responsible for paying overage charges to the City for volumetric amounts in excess of those set forth in paragraph 4.b at the same rates as the City charges other residential municipal customers, and in such case will not be responsible for shared costs under paragraph 6.c.
- b. **City's Costs.** Upon conveyance of the Donated Well, well house and related facilities, and Well Lot to City pursuant to paragraph 1, City shall be solely responsible for paying all costs associated with constructing, improving, using, operating, maintaining, repairing, and replacing the Donated Well, well house

and related facilities, and Well Lot, as well as City's Facilities that connect to Alscott's Facilities; provided that, Alscott shall be solely responsible for the costs of bringing the water supplied by the Donated Well into compliance with federal primary or secondary drinking water quality standards, as regulated and identified by the Idaho Department of Environmental Quality or the City, for a period of two years following conveyance of the Donated Well to the City. At all times City shall be solely responsible for paying all costs associated with constructing, improving, using, operating, maintaining, repairing, and replacing City's Facilities for purposes of diverting and delivering the City Water Rights.

- c. **Shared Costs.** After Alscott's initial construction of the Donated Well, well house, and related facilities and conveyance to the City pursuant to paragraph 1, Alscott and City each shall pay their proportionate share of costs for power necessary to divert water from the Donated Well, which proportionate shares shall be based on the total annual volume of water delivered to each Party from the Donated Well as measured by totalizing flow meters installed at appropriate measuring locations. Further, after conveyance of the Donated Well to City pursuant to paragraph 1, Alscott and City shall cooperate to have the City be responsible for the electrical power service account associated with the Donated Well.
- d. **Right to Reimbursement.** Alscott shall pay to City any outstanding share of costs it is responsible for paying under paragraphs 6.a or 6.c above within thirty (30) days of receipt of an invoice and supporting documentation from City. City shall not charge Alscott for water diverted from the Donated Well except as expressly set forth in paragraphs 6.a and 6.c. Except when amounts purported to be due from Alscott to City are in dispute, failure by Alscott to pay any amounts due to the City shall be cause for water delivery by the City to be terminated until such amounts are paid in full.

7. **Termination.** This Agreement shall terminate upon (a) written agreement between Alscott and City or their respective successors and assigns, (b) upon written notice by either Party or their successors or assigns to the other Party, or (c) failure of Alscott to obtain, within two (2) years of the Effective Date, a final subdivision plat approval for the portion of the Subdivision Property containing the Well Lot (individually, "**Termination Event**" and collectively "**Termination Events**"). A Party terminating under Termination Event (b) shall (i) have no further right or entitlement to construct, improve, access, use, operate, maintain, repair, replace the Donated Well or receive water from the Donated Well, or access the Well Lot, well house, or related facilities, and the non-terminating Party shall thereafter have the sole right to construct, improve, access, use, operate, maintain, repair, replace the Donated Well and receive water from the Donated Well, and (ii) shall be relieved of all obligations hereunder upon the recording of a duly executed and notarized instrument in the real property records of Ada County, Idaho, terminating this Agreement consistent with this paragraph, except for the Party's reimbursement of any outstanding share of costs under paragraph 6.d above or any claims or damages related to the Donated Well or Well Lot caused by or resulting from the Party's use of the Donated Well or Well Lot prior to or after termination of this Agreement. If City terminates this Agreement under Termination Event (b), it shall convey to Alscott the Well Lot, Donated Well, and well house and

related facilities by quitclaim deed and/or bill of sale. Alscott shall retain all right, title, and interest in and to the Well Lot, the Donated Well, and any related facilities upon termination under Termination Event (c).

8. Binding Effect. Unless terminated as provided herein, the rights and interests granted in this Agreement shall be appurtenant to and run with the lands described herein as the Well Lot and the Subdivision Property, shall automatically pass with the titles to the Well Lot and the Subdivision Property, and shall not be separated from the title to the Well Lot and the Subdivision Property; provided, however that Alscott or its successors or assigns may assign their rights and obligations to an association, corporation, or other entity (including without limitation a homeowners association) formed to pay shared costs under paragraph 6.c above and/or to construct, improve, access, use, operate, maintain, repair, and replace the Donated Well and Alscott's Facilities pursuant to the terms of this Agreement.

9. Indemnification. Each Party hereby releases, indemnifies, and holds harmless the other Party and their successors, assigns, and heirs from any and all claims, liability, losses, costs, charges, debts, obligations, demands, or expenses that may arise from each Party's respective construction, access, use, operation, maintenance, repair, and replacement of the Donated Well, City's Facilities, and Alscott's Facilities, except as expressly required by this Agreement or as may arise from the negligence or willful misconduct of the other party or their employees, contractors, agents, guests, or invitees.

10. Recordation. This Agreement shall be recorded in the real property records of Ada County, Idaho.

11. Further and Additional Documents. The Parties agree to execute such other, further, and additional documents as may be required to carry into effect the terms and conditions of this Agreement.

12. Integration. The Parties hereto acknowledge that the terms, conditions, and covenants of this Agreement shall supersede any prior negotiations and agreements of the Parties or their predecessors in interest, that there are no other agreements not contained in this Agreement, and that this Agreement shall be the final expression of the agreement of the Parties and shall control. No modifications of this Agreement shall be valid unless in writing and executed by the Parties.

13. Not a Public Dedication. Nothing herein contained shall be deemed to be a grant or dedication of any portion of the lands identified herein to the general public, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

14. Attorney Fees. If any controversy, claim, or action is filed or instituted to enforce the terms and conditions of this Agreement or arises from the breach of any provision hereof, the prevailing Party shall be entitled to receive from the other Party all costs, damages, and expenses, including reasonable attorney fees, incurred by the prevailing Party.

15. Notice. All notices required hereunder shall be given in writing and shall be deemed properly served or delivered to the Parties at such addresses as may be specified from time to time:

(a) if delivered in person, or by facsimile transmission with confirmation of receipt; (b) upon deposit for overnight delivery with any reputable overnight courier service, delivery confirmation requested; (c) upon deposit with the U.S. Postal Service, registered or certified mail; or (d) by sending of electronic mail upon confirmation of receipt.

16. General. All Recitals and exhibits to this Agreement are true and correct and are hereby incorporated by reference as if set forth herein. However, in the event of a conflict between such Recitals or any exhibits and the terms of this Agreement, the terms of this Agreement shall control. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument; the signature pages may be detached from each counterpart and combined into one instrument. This Agreement may be amended only by written agreement executed by both Parties. No waiver of any right or remedy in the event of default hereunder shall constitute a waiver of such right or remedy in the event of any subsequent default. The laws of the State of Idaho shall govern this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. The headings of the several sections contained herein are for convenience only and do not explain, define, limit, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

[end of text; signature pages and exhibits follow]

“City”

City of Eagle,
a municipal corporation in the State of Idaho,

By: [Signature]
Name: Brad Pike
Its: Mayor

STATE OF IDAHO)
 : ss.
County of)

On this 14th day of MAY, 2025, before me, a Notary Public in and for the State of Idaho, personally appeared Brad Pike, known or identified to me to be the Mayor of City of Eagle and who subscribed said name to the foregoing instrument, and acknowledged to me that [s]he executed the same in said City’s name.

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



[Signature]
Notary Public for Idaho
Residing at: Eagle, ID
My commission expires: 2/26/31

Exhibit A
Legal Description of the Subdivision Property



9955 W Emerald St
Boise, ID 83704
Phone: (208) 846-8570
Fax: (208) 884-5399

Alscott Rocking A Ranch Subdivision
Boundary Description
Project Number 21-163 March 6, 2023

Lots 2, 3, and 4, Block 1 and a portion of Lot 1, Block 1 of Equestrian Estates Subdivision No. 1 (Book 56 of Plats at Pages 5132 through 5133, records of Ada County, Idaho); portions of the northwest quarter; and a portion of the southwest quarter of Section 33, Township 5 North, Range 1 East, Boise Meridian; being more particularly described as follows:

Commencing at the southwest corner of Section 33, Township 5 North, Range 1 East, Boise Meridian;
Thence N00°25'01"W, 2644.90 feet along the west line of the southwest quarter to the west quarter-section corner;
Thence N89°45'00"E, 33.00 feet along the east-west mid-section line to the southwest corner of Lot 2, Block 1 of Equestrian Estates Subdivision No. 1 on the east right-of-way line of N. Eagle Rd., the POINT OF BEGINNING:

Thence N00°25'03"W, 1317.14 feet along the boundary of Equestrian Estates Subdivision No. 1 and the east right-of-way line of N. Eagle Rd., bridging the out-parcel of Equestrian Estates Subdivision No. 1, to the northwest corner of Equestrian Estates Subdivision No. 1 on the south line of the northwest quarter of the northwest quarter;

Thence S89°34'07"W, 33.00 feet along the south line of the northwest quarter of the northwest quarter to the north sixteenth-section corner;

Thence N00°25'03"W, 13.37 feet along the west line of the northwest quarter of the northwest quarter to the boundary of Parcel 1 (Record of Survey 1742, records of Ada County, Idaho);

Thence S89°34'40"E, 905.45 feet along the boundary of Parcel 1 to the boundary of Parcel 2 (Record of Survey 1742, records of Ada County, Idaho);

Thence S89°38'36"E, 933.47 feet along the boundary of Parcel 2;

Thence N89°42'56"E, 816.39 feet along the boundary of Parcel 2 to the boundary of Equestrian Estates Subdivision No. 1, Placid Ridge Subdivision (Book 114 of Plats at Pages 16886 through 16890, records of Ada County, Idaho), and the east line of the southeast quarter of the northwest quarter;

Thence S00°19'55"E, 1310.39 feet along the boundary of Equestrian Estates Subdivision No. 1, Placid Ridge Subdivision, and the east line of the southeast quarter of the northwest quarter to the northwest corner of Buckwheat





9955 W Emerald St
Boise, ID 83704
Phone: (208) 846-8570
Fax: (208) 884-5399

Alscott Rocking A Ranch Subdivision continued...

Acres Subdivision (Book 78 of Plats at Pages 8340 through 8341, records of Ada County, Idaho) and the center quarter-section corner;

Thence S00°20'07"E, 1322.04 feet along boundary of Equestrian Estates Subdivision No. 1, Buckwheat Acres Subdivision, and the east line of the northeast quarter of the southwest quarter to the northeast corner of Sunnybrae Subdivision (Book 69 of Plats at Pages 7076 through 7077, records of Ada County, Idaho) and the center-south sixteenth-section corner;

Thence S89°44'29"W, 994.09 feet along the boundary of Equestrian Estates Subdivision No. 1, Sunnybrae Subdivision, and the south line of the northeast quarter of the southwest quarter to the northwest corner of Sunnybrae Subdivision and the center-west-east southwest two-hundred fifty-sixth-section corner;

Thence S00°17'42"E, 252.04 feet along the boundary of Sunnybrae Subdivision and the east line of the west half of the west half of the southeast quarter of the southwest quarter to the boundary of Parcel 'B' (Record of Survey 1906, records of Ada County, Idaho);

Thence S89°43'57"W, 501.75 feet along the boundary of Parcel 'B';

Thence S00°17'03"E, 634.07 feet along the boundary of Parcel 'B';

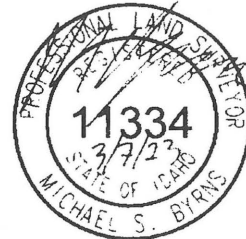
Thence S89°43'57"W, 490.94 feet along the boundary of Parcel 'B', the boundary of Cedith Estates Subdivision (Book 58 of Plats at Pages 5619 through 5620, records of Ada County, Idaho), and the easterly extension thereof, to the west line of the east half of the southwest quarter of the southwest quarter;

Thence N00°23'47"W, 886.26 feet along the boundary of Parcel 'B' and the west line of the east half of the southwest quarter of the southwest quarter to the center-west southwest sixty-fourth-section corner on the south boundary of Equestrian Estates Subdivision No. 1;

Thence S89°44'29"W, 629.82 feet along the south boundary of Equestrian Estates Subdivision No. 1, the westerly extension thereof, and the south line of the northwest quarter of the southwest quarter to the east right-of-way line of N. Eagle Rd.;

Thence N00°25'01"W, 1322.44 feet along the boundary of Equestrian Estates Subdivision No. 1, the southerly extension thereof, and the east right-of-way line of N. Eagle Rd. to the POINT OF BEGINNING.

The above-described parcel contains 171.66 acres, more or less.



WATER DELIVERY AGREEMENT

PAGE 13 OF 14

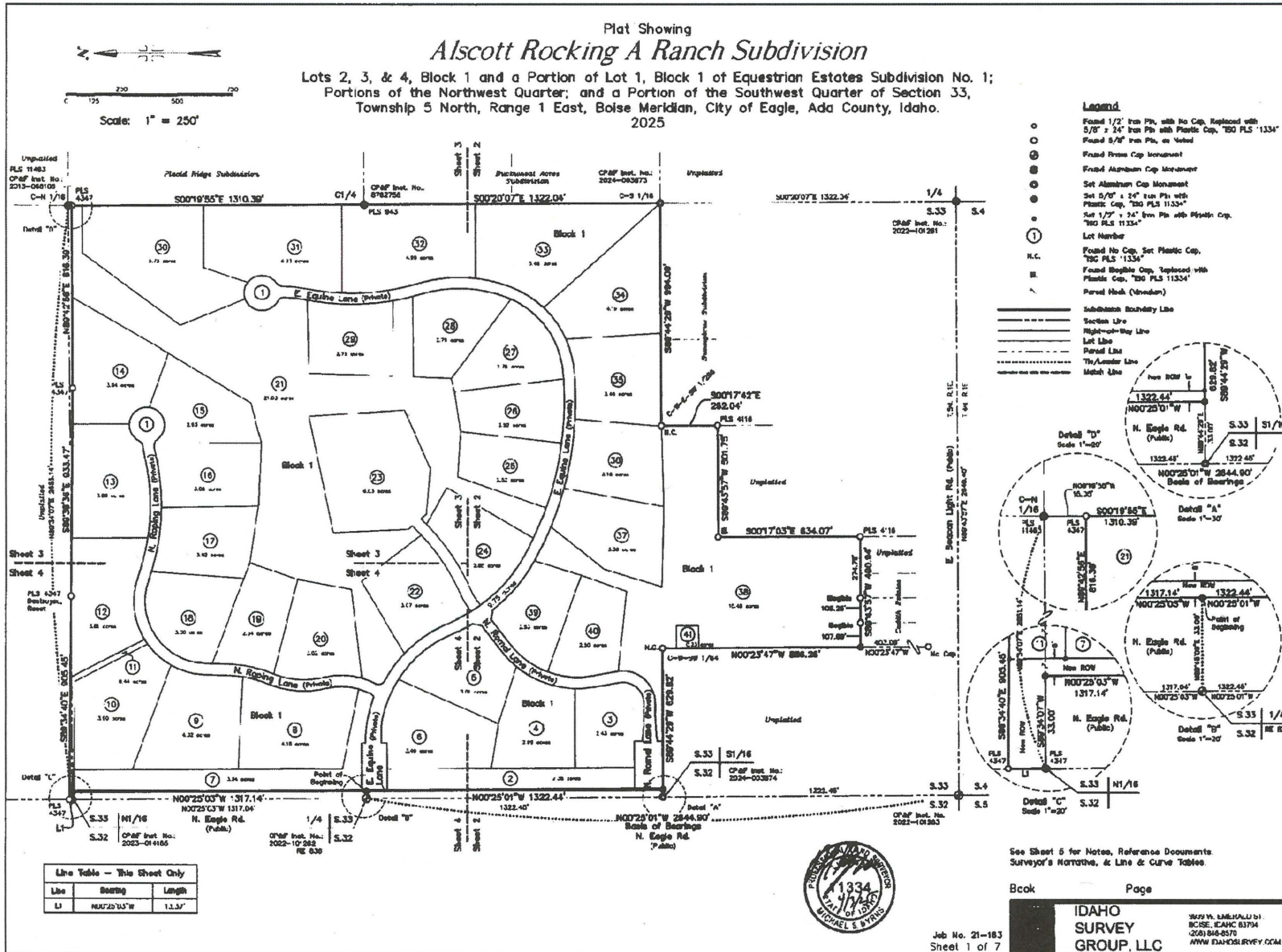
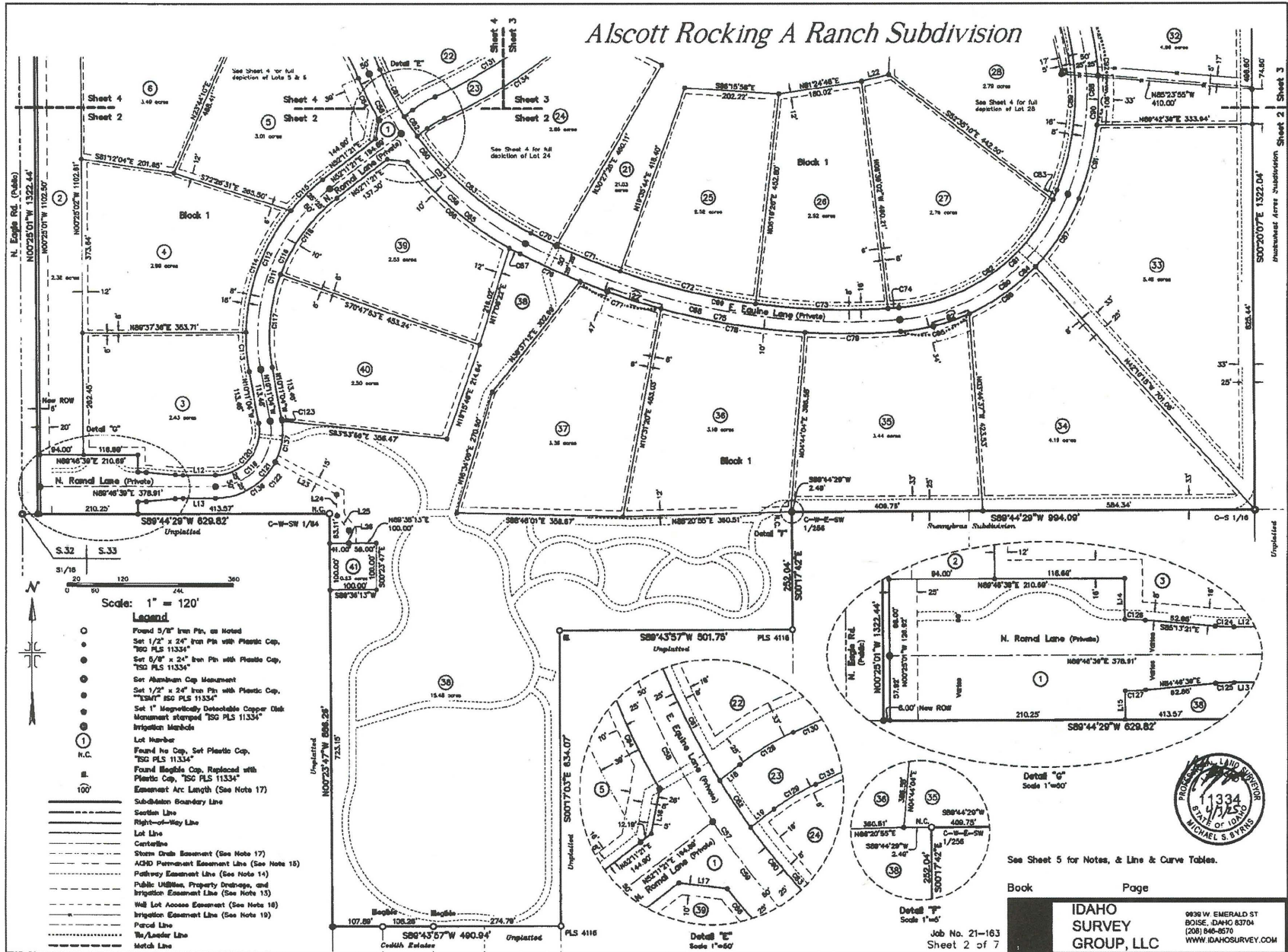


Exhibit B
Plat of the Subdivision Property

19206

Alscott Rocking A Ranch Subdivision



Scale: 1" = 120'

Legend

- Found 5/8" Iron Pin, as Noted
- Set 1/2" x 24" Iron Pin with Plastic Cap, "ISO PLS 11334"
- Set 5/8" x 24" Iron Pin with Plastic Cap, "ISO PLS 11334"
- Set Aluminum Cap Monument
- Set 1/2" x 24" Iron Pin with Plastic Cap, "EMT" ISO PLS 11334"
- Set 1" Magnetically Detachable Copper Disk Monument, stamped "ISO PLS 11334"
- Irrigation Manhole
- ① Lot Number
- Found No Cap, Set Plastic Cap, "ISO PLS 11334"
- Found Baglike Cap, Replaced with Plastic Cap, "ISO PLS 11334"
- Easement Arc Length (See Note 17)
- Subdivision Boundary Line
- Section Line
- Right-of-Way Line
- Lot Line
- Centerline
- Storm Drain Easement (See Note 17)
- 4200 Payment Easement Line (See Note 15)
- Pathway Easement Line (See Note 14)
- Public Utilities, Property Drains, and Irrigation Easement Line (See Note 13)
- Well Lot Access Easement (See Note 18)
- Irrigation Easement Line (See Note 19)
- Fenced Line
- Title/Access Line
- Match Line



See Sheet 5 for Notes, & Line & Curve Tables.

Book _____ Page _____

IDAHO SURVEY GROUP, LLC

9630 W EMERALD ST
 PO BOX 43704
 (208) 846-8570
 WWW.IDAHOSURVEY.COM

Job No. 21-163
 Sheet 2 of 7

11334

ATTACHMENT 2A
CURRENT WATER RIGHTS

90251

Water Right Report : 63-11413(License/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Attorney	SEMANKO, NORMAN M	PARSONS BEHLE & LATIMER PLC 800 W MAIN ST STE 1300	BOISE	ID	83702-5948
Current Owner	CITY OF EAGLE	PO BOX 1520	EAGLE	ID	83616-9102
Original Owner	FLOATING FEATHER HILLS INC	2417 BANKS DR STE 101	BOISE	ID	83705
Original Owner	TREASURE VALLEY VILLAGE	LIMITED PARTNERSHIP 4720 EMERALD	BOISE	ID	83706

Water Right Status

Priority Date : 4/2/1991
 Basis : License
 Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	04N	01E	3	0				SW SW ADA	
GROUND WATER	04N	01E	4	0				SW SW ADA	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
MUNICIPAL	01/01	12/31	3.15 CFS	434.00 AFA
TOTAL			3.15 CFS	434.00 AFA

Places of Use

This water right has a [Large Place Of Use](#)

Conditions

Code Conditions

- 180 A map depicting the place of use boundary for this water right at the time of this approval is attached to this document for illustrative purposes.
- 124 Place of use is within the service area of the City of Eagle municipal water supply system as provided for under Idaho Law.
- X35 Rights 63-11413, 63-12017 and 63-12448 when combined shall not exceed a total diversion rate of 3.25 cfs.
- R19 The right holder shall maintain a totalizing measuring devices of a type approved by the Department as a part of each of the diverting works.
- Each lot which receives water under this right shall be metered.
- 01M After specific notification by the Department, the right holder shall determine the amount of water diverted and shall annually report the information to the Department.
- Farmers Union Canal Company water shall be utilized for the irrigation of the lots in Lexington Hills and Trail Creek Ranch parcels equal to or greater than one-half acre in size during periods when water is being delivered in the canal. This water right may be used for irrigation purposes only if the entire amount of water from the Farmers Union Canal Co. remains with the lands in Lexington Hills and Trail Creek Ranch. Sale or transfer of surface water from any portion of these properties will be cause for the Department to further limit the use of this right.
- The right holder is responsible to insure that pumpage under this water right does not directly cause the water level to significantly decline in any domestic well drilled and in use prior to March 29, 1978, or to cause the water level in any other well having a prior right to exceed a reasonable pumping level, unless the right holder provides reasonable compensation or mitigation to the prior water right holder for the reduced water levels as determined by the Director.
- The right holder is responsible on an on-going basis to provide a well suitable for monitoring as determined by the Department.
- 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.

00051

T07 The right holder shall accomplish change authorized by this transfer within one year of the date approval.

T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Dates

Licensed Date : 1/14/2016

Decreed Date :

Permit Proof Due Date : 9/1/2000

Permit Proof Made Date : 8/29/2000

Permit Approved Date : 9/11/1991

Permit Moratorium Expiration Date :

Enlargement Use Priority Date :

Enlargement Statute Priority Date :

Application Received Date: 3/14/1991

Protest Deadline Date:

Other Information

State or Federal :

Water District Number : TBD

Generic Max Rate Per Acre : 0

Generic Max Volume Per Acre : 0

Civil Case Number :

Decree Plaintiff :

Decree Defendant :

Swan Falls Trust or Nontrust :

Swan Falls Dismissed :

DLE Act Number :

Cary Act Number :

Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

12/12/2025

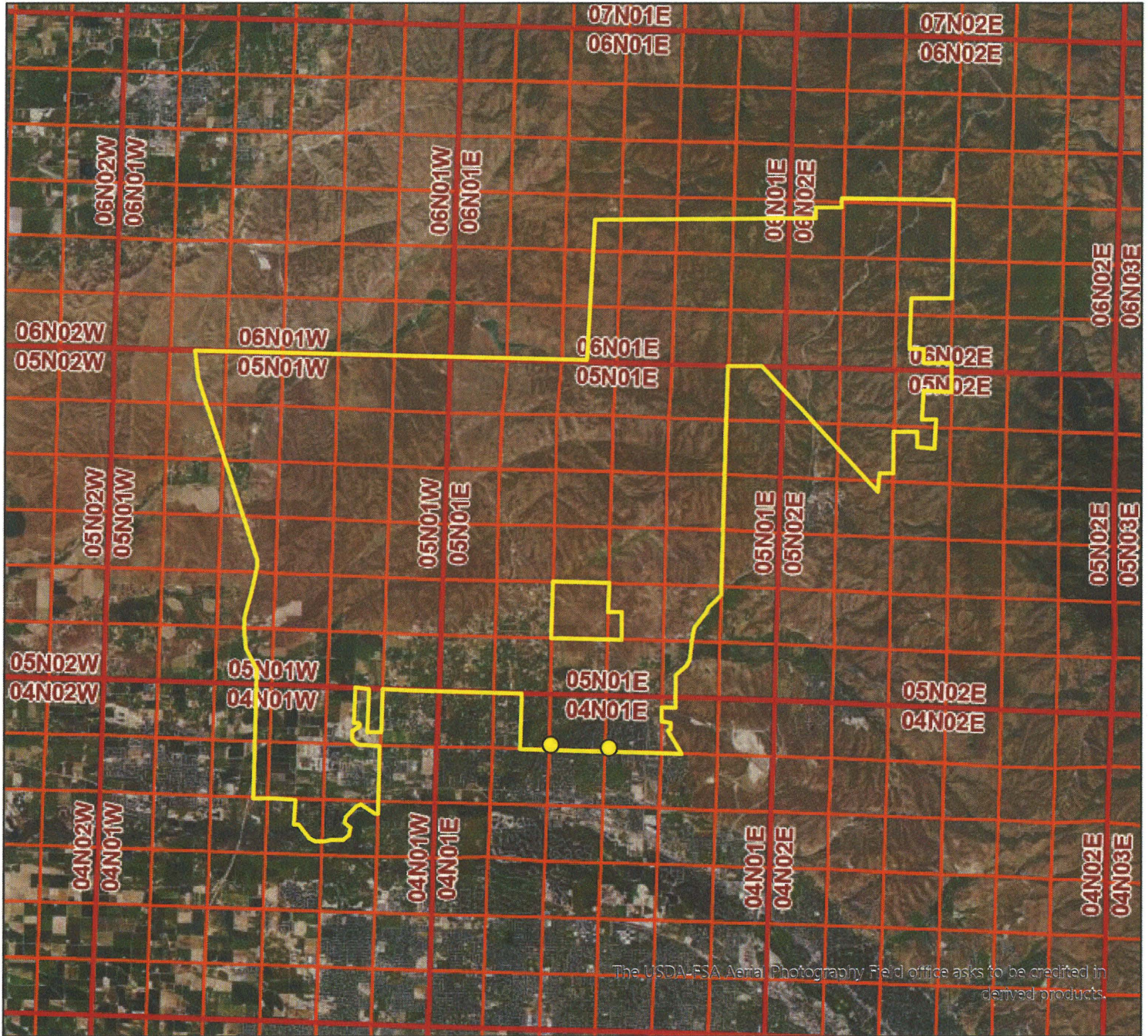
State of Idaho
Department of Water Resources

Water Right

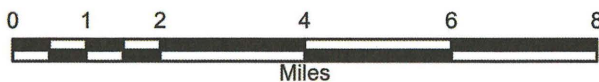
63-11413

MUNICIPAL

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



The USDA-FSA Aerial Photography Field office asks to be credited in derived products.



Legend

- PLS Sections
- Townships
- Place of Use Boundary
- Point of Diversion



Water Right Report : 63-12448(License/Active)

Water Right Owners

Owner Type	Name	Address	City	State	Postal Code
Attorney	SEMANKO, NORMAN M	PARSONS BEHLE & LATIMER PLC 800 W MAIN ST STE 1300	BOISE	ID	83702-5948
Current Owner	CITY OF EAGLE	PO BOX 1520	EAGLE	ID	83616-9102

Water Right Status

Priority Date : 4/8/1998
 Basis : License
 Status : Active

Water Source

Source	Source Qualifier	Tributary	Tributary Qualifier
GROUND WATER			

Points Of Diversion (Location)

Source	Township	Range	Section	Govt. Lot	QQQ	QQ	Q	County	Diversion Type
GROUND WATER	04N	01E	3	0			SW SW	ADA	
GROUND WATER	04N	01E	4	0			SW SW	ADA	

Water Uses

Beneficial Use	From	To	Diversion Rate	Volume
MUNICIPAL	01/01	12/31	3.25 CFS	691.00 AFA
TOTAL			3.25 CFS	691.00 AFA

Places of Use

This water right has a [Large Place Of Use](#)

Conditions

Code Conditions

- 180 A map depicting the place of use boundary for this water right at the time of this approval is attached to this document for illustrative purposes.
- 124 Place of use is within the service area of the City of Eagle municipal water supply system as provided for under Idaho Law.
- X35 Rights 63-11413, 63-12448, and 63-12017 when combined shall not exceed a total diversion rate of 3.25 cfs.
- X35 Rights 63-12448 and 63-12017 when combined shall not exceed a total annual maximum diversion volume of 691.0 af.
- 806 This right 63-12448 is subject to all prior rights, including rights 63-15820, 63-05226 and 63-05229.
- 01M After specific notification by the Department, the right holder shall determine the amount of water diverted each year and shall annually report the information to the Department.
- The right holder of 63-12448 shall maintain direct back-up service from the right holder's municipal system without additional cost to the right holder(s) of 63-15820, 63-05226 and 63-05229. This water service compensates for the loss of production from the dairy-domestic well and the small irrigation well caused by diverting ground water from the municipal production well located in the SWSW, Section 4, T4N, R1E. The full extent of the diversion rate and volume authorized under each of the following decreed water rights is authorized to be diverted at the municipal water service: 63-15820 (0.04 cfs), 63-05226 (0.10 cfs) and 63-05229 (0.26 cfs).
- 103 When ordered by the Director, the right holder shall provide mitigation acceptable to the Director to offset depletion of lower Snake River flows needed for migrating anadromous fish. The amount of water required for mitigation, which is to be released into the Snake River or a tributary for this purpose, will be determined by the Director based upon the reduction in flow caused by the use of water pursuant to this right. Any order of the Director issued in accordance with this paragraph shall be in conformance with applicable rules allowing the right holder due process as the need for mitigation and the amount of mitigation are determined.
- 930 Water bearing zone to be appropriated is 215 to 600 feet.
- 046 Right holder shall comply with the drilling permit requirements of Section 42-235, Idaho Code and applicable Well Construction Rules of the Department.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Dates

Licensed Date : 3/4/2016
Decreed Date :
Permit Proof Due Date : 10/1/2009
Permit Proof Made Date : 10/1/2009
Permit Approved Date : 12/3/1998
Permit Moratorium Expiration Date :
Enlargement Use Priority Date :
Enlargement Statute Priority Date :
Application Received Date: 4/8/1998
Protest Deadline Date: 7/9/2001

Other Information

State or Federal :
Water District Number : TBD
Generic Max Rate Per Acre : 0
Generic Max Volume Per Acre : 0
Combined Acre Limit :
Combined Volume Limit: 691.00
Combined Rate Limit:
Civil Case Number :
Decree Plaintiff :
Decree Defendant :
Swan Falls Trust or Nontrust :
Swan Falls Dismissed :
DLE Act Number :
Cary Act Number :
Mitigation Plan: False

IDAHO DEPARTMENT OF WATER RESOURCES

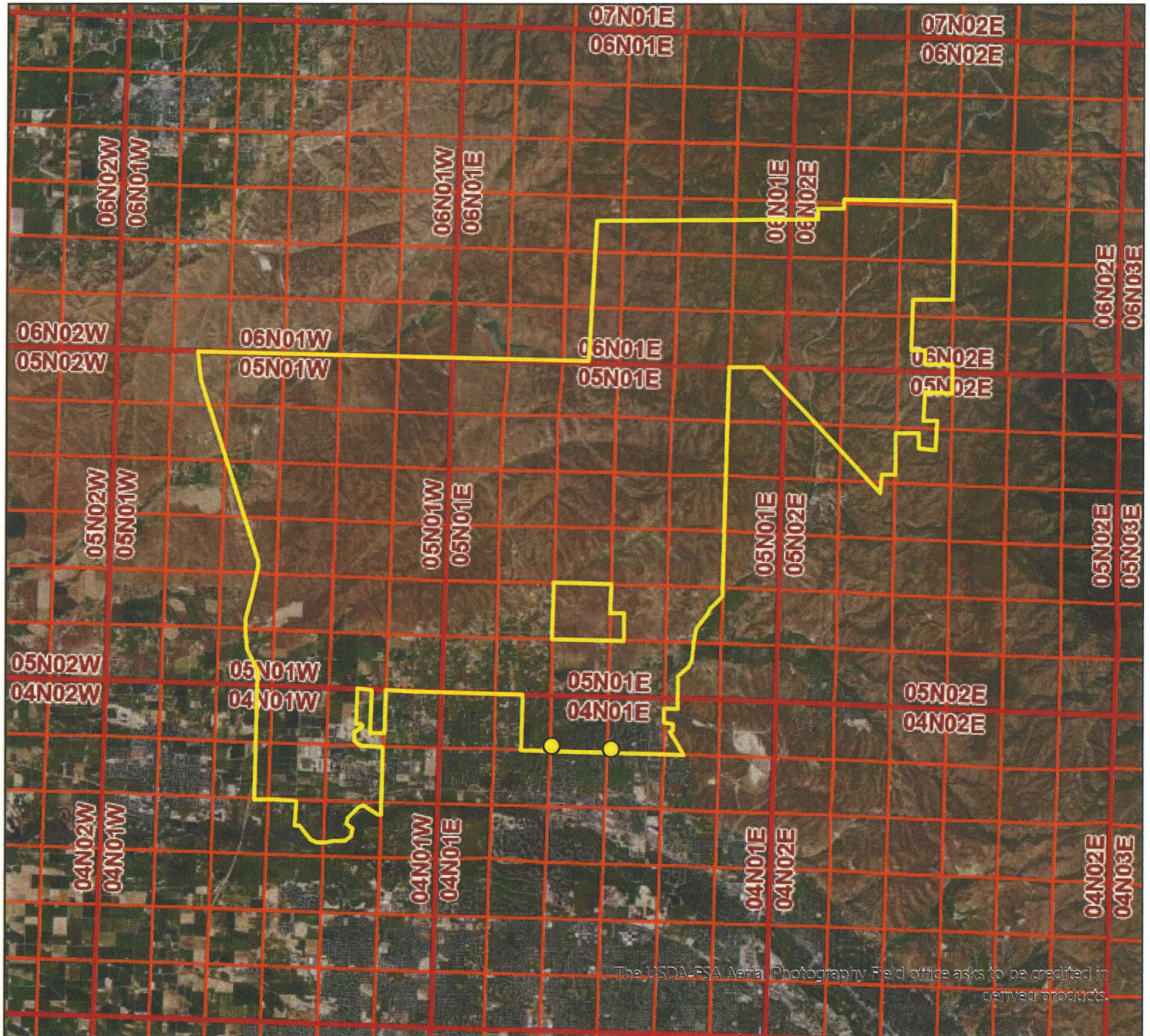
12/12/2025

Water Right

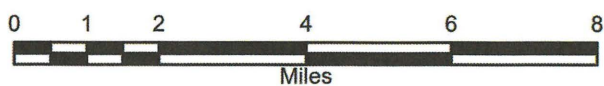
63-12448

MUNICIPAL

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.



The USDA-FSA Aerial Photography Field office asks to be credited in derived products.



Legend

- PLS Sections
- Townships
- Place of Use Boundary
- Point of Diversion



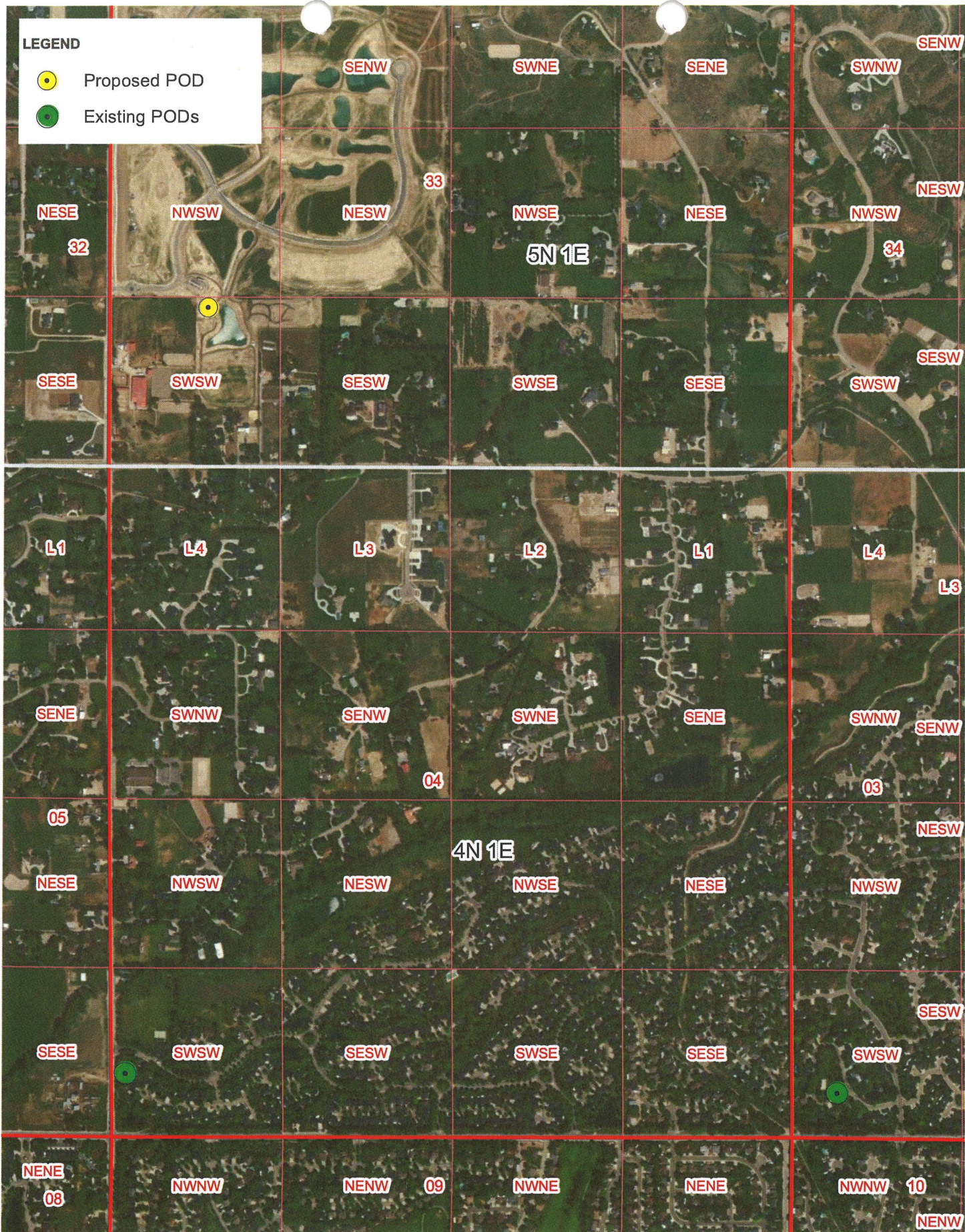
000051

ATTACHMENT 2B & 3C
MAP OF CURRENT AND PROPOSED WELLS

990251

LEGEND

- Proposed POD
- Existing PODs



351

ATTACHMENTS 2B & 3C

CURRENT AND PROPOSED POINTS OF DIVERSION

CITY OF EAGLE



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 Mathew Weaver

March 27, 2026

CITY OF EAGLE
PO BOX 1520
EAGLE ID 8.616-9102

RE: Transfer No. 90251
Water Right Nos. 63-11413, 63-12448

Dear Applicant:

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 4/1/2026 and 4/8/2026. 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,

Susy Hobson
Technical Records Specialist

cc: Norman Semanko, Parsons Behle & Latimer PLC



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WATER RESOURCES

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Governor Brad Little

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March 27, 2026

ALSCOTT REAL ESTATE LLC
501 E BAYBROOK CT
BOISE ID 83706-3915

RE: Transfer No. 90251, City of Eagle (Water Right Nos. 63-11413, 63-12448)

Dear Interested Party:

The Department of Water Resources (IDWR) is seeking written comment and/or recommendations from your organization regarding the above referenced water right application. You can find a copy of the application at:
<https://research.idwr.idaho.gov/apps/waterrights/querynewtransfers>.

IDWR can finish reviewing an unprotested application as soon as the protest period has passed. Therefore, your prompt response to this request is appreciated. If your organization desires to formally protest the approval of this application, you may do so after the notice is published by filing a written protest and a \$25.00 filing fee within 10 days of the final publication.

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

Sincerely,

Susan E Hobson

Susy Hobson
Technical Records Specialist

Hobson, Susy

From: Hobson, Susy
Sent: Friday, March 27, 2026 11:28 AM
To: 'daniel@wd63.org'
Subject: Application for Permit of 63-35754 and 63-35771, 63-35800. Transfers 90282, 90249, 90251
Attachments: WM 90251 City of Eagle.docx; WM 63-35754 ROBISON.docx; WM 63-35771, 63-35800 bruch tilden.docx; WM 90249 SUNRIDGE.docx; WM 90282 DE WINKLE.docx

Dear Daniel:

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://idwr.idaho.gov/water-rights/research/>. The applications will be available for review by 5:00 PM today.

Please review the applications and complete the enclosed recommendation forms. Return the forms to this office by April 20, 2026.

If the applications are 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 these applications should be specifically addressed in your recommendation.

IDWR can finish reviewing an unprotested applications 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 April 20, 2026, IDWR will presume that you do not oppose approval of the applications and that you have no comments for IDWR to consider.

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

Kind Regards,

Susy

Susy Hobson
Technical Records Specialist



Western Region
2735 W. Airport Way, Boise ID 83705
(208) 605-4631 susy.hobson@idwr.idaho.gov

State of Idaho
Department of Water Resources
Transfer of Water Rights
RECOMMENDATION FORM

RE: Transfer No. 90251
Water Right Nos. 63-11413, 63-12448

Transfer Applicant's Name: CITY OF EAGLE
 PO BOX 1520
 EAGLE ID 83616-9102

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

Hobson, Susy

From: Hobson, Susy
Sent: Friday, March 27, 2026 10:39 AM
To: Nancy from Support
Subject: RE: Transfer No. 90251; Water Right No(s). 63-11413, 63-12448

Thanks Nancy, good to go!

Susy Hobson
Technical Records Specialist



Western Region
2735 W. Airport Way, Boise ID 83705
(208) 605-4631 susy.hobson@idwr.idaho.gov

From: Nancy from Support <classifiedsupport@legacy.com>
Sent: Friday, March 27, 2026 10:10 AM
To: Hobson, Susy <susy.hobson@idwr.idaho.gov>
Subject: Re: Transfer No. 90251; Water Right No(s). 63-11413, 63-12448

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

Hi Susy, thank you so much for your patience. I was in a meeting earlier, but I have your updated confirmation ready for you now. Please let me know if there is anything else I can assist you with. Best regards, Nancy

[Adportal Self Service Advertising Confirmation.pdf](#)

On Fri, Mar 27, 2026 at 10:16 AM, "Hobson, Susy" <susy.hobson@idwr.idaho.gov> wrote:

Hi Nancy,

I have attached a revised copy of the ad. The first line of the body of the ad is the only change, highlighted on the attached.

Thank you!

Susy

Susy Hobson

NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 90251

CITY OF EAGLE PO BOX 1520, EAGLE, ID 83616-9102 has filed Application No. 90251 for changes to the following water rights within ADA County: Right Nos. 63-11413, 63-12448; 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 add a point of diversion from groundwater for the City's east delivery zone within the Alscott Rocking A Ranch Subdivision in the SWSW of Sec 33, T05N, R01E.

For additional information concerning the property location, contact Western Region office at (208)334-2190. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department 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 4/20/2026. The protestant must also send a copy of the protest to the applicant.

MATHEW WEAVER, Director

Published on 4/1/2026 and 4/8/2026



RECEIVED

DEC 23 2025

DEPT. OF WATER RESOURCES

December 23, 2025

RECEIVED

DEC 31 2025

WATER RESOURCES
WESTERN REGION

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

Subject: Application for Transfer

Dear Scott,

Enclosed on behalf the City of Eagle is an *Application for Transfer* proposing one new well be added to the City's east municipal delivery zone. Check No. 49270 is included for the \$980 application filing fee.

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

Sincerely,

HDR Engineering, Inc.

Lori Graves

Lori Graves
Sr. Water Rights Specialist

Cc via email: City of Eagle, Norm Semanko

Project #10366758