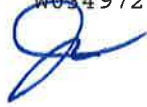


IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number 63-9324
Date Received: 12/7/2006
Receipt No: W034972
Received By: 

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

CITY OF MELBA Phone: (208) 495-2722
PO BOX 209
MELBA ID USA 83641

2. Date of Priority: 12/13/1979

3. Source: GROUND WATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4 Lot	County	Type
01S	02W	2	NE NE NE 7'	CANYON	

5. Description of diverting works:

Layne vertical turbine pump with 60 hp pumps into mainline serving the City of Melba. The well is 300 ft deep. Water is used to supply the municipal water system for the City of Melba and a few residences adjacent to the city limits within the city area of impact.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
MUNICIPAL	1/01	12/31	1.11	

7. Total Quantity Appropriated is:
1.11 C.F.S.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
----------	-------	---------	------------	-----	-----	-------

11. Place of use in counties:

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

P/U WITHIN THE CITY LIMITS OF MELBA.

Domestic use is for 300 homes.

15. Basis of Claim: License

RECEIVED

DEC 07 2006

DEPARTMENT OF
WATER RESOURCES

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number

Date Received

Receipt Number

W034972

NOTICE OF CLAIM TO A WATER RIGHT ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) City of Melba Phone (208) 495-2722

Mailing Address

P.O. Box 209 Melba, Idaho

Zip

83641

2. Date of Priority (Only one (1) per claim) Dec. 13, 1979

3. Source of water supply (a) Groundwater

which is tributary to (b)

4. a. Location of existing point of diversion is: Township 1S Range 2W Section 2,

NE 1/4 of NE 1/4 of NE 1/4, Govt. Lot, 7 B.M., County of Canyon

Additional points of diversion if any:

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well,

horsepower. mobile pumps into mainline serving the City of Melba. The well is
300' deep -
Water is used to supply the Municipal water
system for the City of Melba and a few residences
adjacent to the City limits within the City's Area of Impact.

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Municipal purposes from Jan 1 to Dec. 31 amount 1.11 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) _____ (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic; Give number of households served; Stockwater: Type and number of livestock Etc.) Domestic 300 households served

10. 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 use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	

Total number of acres irrigated _____

11. In which county (ies) are lands listed above as place of use located? Canyon County

12. Do you own the property listed above as place of use? Yes _____ No X

If your answer is No, describe in Remarks below the authority you have to claim this water right. - see attached letter and attachments-

13. Describe any other water rights used at the same place and for the same purposes as described above. _____ or None (+)

14. Remarks:

Last Name _____ Ident No. _____

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License X Permit _____
Decree _____
If applicable provide IDWR Water Right Number 63-9324
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)
(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled
"How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____
wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true
and correct.

Signature of Claimant (s) _____ Date _____

_____ Date _____

For Organizations: I do solemnly swear or affirm that I am City Clerk-Treasurer

Title

of City of Melba that I have signed the foregoing

Organization

document in the space below as City Clerk-Treasurer of City of Melba

Title

Organization

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent Joni Stapleton

Title and Organization City Clerk-Treasurer Date 12-5-06

City of Melba

State of Idaho/or _____)

County of CANYON)

SS.

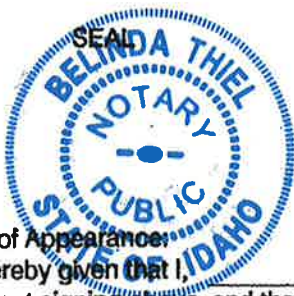
Subscribed and sworn (or affirmed) before me this 5th day of DECEMBER 2006

Notary Public Belinda Thiel

Residing at MELBA, IDAHO

My Commission Expires 04-19-08

Please Print Name BELINDA THIEL



17. Notice of Appearance

Notice is hereby given that I, _____ will be acting as attorney at law on behalf
of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above
should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name _____ Ident. Number _____

Scale: 2 inches equals 1 mile

Last Name _____ **Ident No.** _____



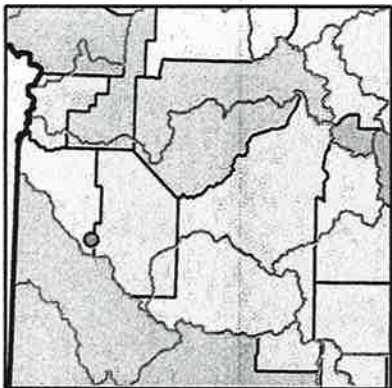
City Of Melba

SRBA Recommendation: 63-~~4707~~ 9324

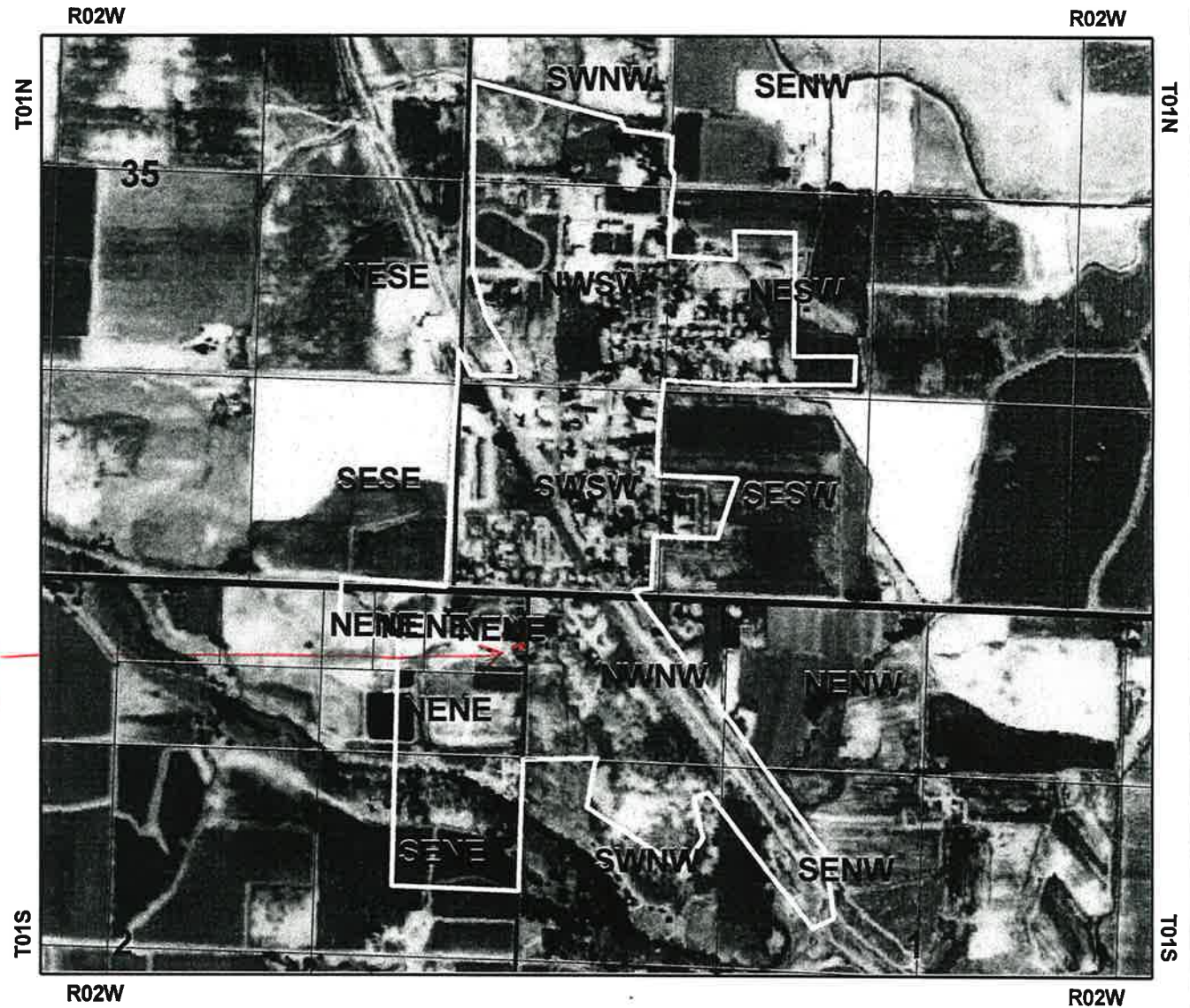
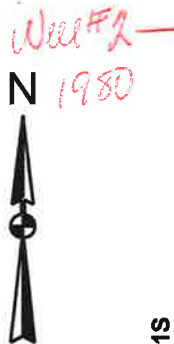
Service Area Boundary
GIS Place of Use Illustration

Legend

- Service Area
- Townships
- PLS Sections
- Quarter Quarters



Canyon County
IDWR Basin 63



0 0.5 1 Miles

Prepared by A. Warntjes
On Wednesday, November 22, 2006
1987/88 Aerial Photography



State of Idaho
DEPARTMENT OF WATER RESOURCES
STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS

Governor

A. KENNETH DUNN

~~XXXXXXXXXX~~

Director

Mailing address:
Statehouse
Boise, Idaho 83720
(208) 334-4440

April 22, 1981

City of Melba
P.O. Box 132
Melba, Idaho 83641

Dear Sirs,

RE: License No. 63-9324

Enclosed is a copy of the Water Right License issued on the above
referenced Permit.

Sincerely,

JIM JOHNSON

Water Distribution Supervisor

JJ:mr

Enclosure

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 63-9324 Priority December 13, 1979 Amount 1.11 cfs

THIS IS TO CERTIFY, that CITY OF MELBA
of Melba, Idaho, has complied with the terms and conditions of Permit
No. 63-9324 issued pursuant to Application for Permit dated February 13, 1979,
and has submitted proof to the Department of Water Resources on December 19, 1980,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 1.29 cfs of water from a groundwater source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
<u>Municipal</u>	from <u>January 1</u> to <u>December 31</u> at <u>1.11</u> cfs and <u>N/A</u>		
_____	from _____ to _____ at _____ cfs and _____		
_____	from _____ to _____ at _____ cfs and _____		

(both dates inclusive)

Subject, however, to the condition that no more than 1.11 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
N/A acre feet per year, said waters to be diverted within the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 36, Twp. 1N,
Rge. 2W, NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 2, Twp. 1S, Rge. 2W ^{B.M.} in the County of Canyon

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	

WITHIN THE CITY LIMITS OF MELBA

Total number of acres irrigated _____

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

UNITED STATES
DEPARTMENT OF THE INTERIOR
WATER AND POWER RESOURCES SERVICE

Central Snake Projects Office
Boise Project - Arrowrock Division

OPERATION _____
DEVELOPMENT _____
REC. ASSIST _____
COMP PLAN _____
FISCAL _____
FILE _____

RIGHT-OF-WAY EASEMENT

THIS AGREEMENT, made this _____ day of _____, 19____, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the Federal Reclamation Laws, between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this agreement, hereinafter called the Contracting Officer, and the CITY OF MELBA, CANYON COUNTY, IDAHO, a body politic, hereinafter called the City, acting by and through its Mayor, hereinafter styled the City.

WITNESSETH, THAT:

2. WHEREAS, in connection with the Arrowrock Division of the Boise Project, Idaho, the United States, through the Water and Power Resources Service, Department of the Interior, has, pursuant to Federal Reclamation Laws, withdrawn certain public lands in connection with the aforementioned Project; and

3. WHEREAS, the City desires to utilize portions of such land to construct, operate and maintain a water supply well and water pipeline upon the premises.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter stated, the parties hereto do mutually agree as follows:

4. The United States hereby grants to the City, subject to the terms and conditions of this agreement, an easement to construct, operate and maintain a water supply well and water pipeline on a tract of land located in the E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 2, Township 1 South, Range 2 West, Boise meridian, Idaho, more particularly described as follows:

A tract of land in the NE $\frac{1}{4}$ of Section 2, Township 1 South, Range 2 West, Boise meridian, Canyon County, Idaho, being more particularly described as follows:

Beginning at the northeast corner of Section 2, Township 1 South, Range 3 West, Boise meridian, Canyon County, Idaho, said point also marking the northwest corner of COLONIAL SUBDIVISION No. 1, according to the official plat thereof on file in the Canyon

County Recorder's Office, Caldwell, Idaho; thence South, 450.00 feet along the boundary line of said COLONIAL SUBDIVISION No. 1 to a steel pin; thence N.89°26'46"W., 125.00 feet to a steel pin; thence North, 100.00 feet to a steel pin; thence S.89°26'46"E., 100.00 feet to a steel pin; thence North, 350.00 feet to a point on the north section line of said Section 2; thence S.89°26'46"E. along said section line, 25.00 feet to the point of beginning.

Said described tract contains .49 of an acre, more or less, and is located as more particularly shown on Exhibit "A" attached hereto and by this reference made a part hereof.

5. The City shall use said premises for the purposes stated herein and agrees that in the use of said premises it shall conduct its operations in a good and workmanlike manner, and shall insure compliance with the laws of the State of Idaho, and with all laws, regulations and orders of the United States affecting such operations. The failure of the City, after due notice, to abide by any of the terms and conditions of any of such applicable laws, rules and regulations shall cause this easement to be subject to immediate termination at the option of the Contracting Officer.

6. This easement is granted subject to all rights previously acquired by third parties.

7. The City agrees as follows:

a. There is reserved from the rights herein granted, the prior rights of the United States acting through the Water and Power Resources Service, Department of the Interior, to construct, operate and maintain public works now or hereinafter authorized by the Congress without liability for severance or other damage to the City's work provided, however; that if such reserved rights are not exercised for works authorized by the Congress before the date of this grant, they will not be exercised unless the City or City's successor in interest is compensated for resultant damage to works placed on said lands pursuant to the rights herein granted. Compensation shall be in the amount of the cost of reconstruction of the City's works to accommodate the exercise of the Government's reserved rights. As an alternative to such compensation, the United States at its option and at its own expense may reconstruct the City's works to effect such accommodations.

b. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passage over, and egress from all of said right-of-way for the purpose of exercising, enforcing and protecting the rights reserved herein.

c. That the United States, its officers, agents and employees and its successors and assigns, shall not be held liable for any damage to the City's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this agreement.

8. The City hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the City's activities under this agreement.

9. The City will use, operate and maintain the land covered by this easement in such a manner as not to interfere with the operation and maintenance of the Boise Project, or with the administration of adjacent land owned by the United States.

10. The provisions of this easement shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this easement or any part or interest therein shall be valid until approved by the Contracting Officer.

11. This easement shall terminate:

a. At the option of the Contracting Officer if the City fails to comply with any of the terms and conditions thereof.

b. At the option of the Contracting Officer upon discontinuance by the City of the use of the land covered by this easement for the purposes herein stated for a period of twelve (12) consecutive months.

c. At the request of the City by giving written notice to the Contracting Officer.

12. The City hereby agrees as follows:

a. To comply with Title VI (Section 601) of the Civil Rights Act of July 2, 1964 (78 Stat. 241) which provides that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance", and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR 17.

b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

IN WITNESS WHEREOF, the parties hereto have executed this easement the day and year first above written.

Acting By H. R. Stevens
Regional Director, PN Region
Water and Power Resources Service
Box 043 - 550 West Fort Street
Boise, Idaho 83724

By Carol A. [Signature]
Mayor, City of Melba

By

STATE OF IDAHO)
) ss
County of Ada)

On this 25th day of February , 1980 , personally
appeared before me H.R. Stivers , to me known to be
the official of the UNITED STATES OF AMERICA that executed the
within and foregoing instrument, and acknowledged said instrument
to be the free and voluntary act and deed of said United States,
for the uses and purposes therein mentioned, and on oath stated
that he was authorized to execute said instrument.

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

Mary E. Carlen
Notary Public in and for the
State of Idaho.
Residing at: Boise
My commission expires: 5-5-83

(SEAL)

STATE OF IDAHO)
) ss
County of Canyon)

On this 5th day of February , 1980 , personally
appeared before me CHARLOTTE M. NELSON , Mayor, City of Melba,
Canyon County, Idaho, that executed the within and foregoing
instrument, and acknowledged said instrument to be the free and
voluntary act and deed of said City for the uses and purposes
therein mentioned, and on oath stated that he was authorized to
execute said instrument.

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

James Jackson
Notary Public in and for the
State of Idaho
Residing at: Nampa, Idaho
My commission expires: January 20, 1982

(SEAL)

35 36 T. 1 N. S89° 20' 40" E 490.00' ...
T. 1 S. NAIL 2 3 BOISE BASE LINE ROAD

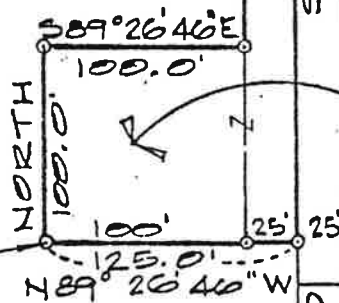
S89° 20' 40" E
25.00'

N.E. COR. OF SEC. 2
& N.W. COR. OF COLONIAL,
SUBDIVISION #1

EXHIBIT "A"

SCALE: 1" = 100'

5/8" STEEL PINS
W/ CAPS ~ TYP.



JAN. '80
SKETCH

TO ACCOMPANY DESCRIPTION
— OF —

A TRACT OF LAND IN THE NE 1/4 OF SEC. 2
T. 1 S., R. 2 W., B. M.
CANYON CO., IDAHO

COLONIAL PARK SUBDIVISION
NUMBER ONE

QUAIL DRIVE

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 63-9324 Priority December 13, 1979 Amount 1.11 cfs

THIS IS TO CERTIFY, that CITY OF MELBA
of Melba, Idaho, has complied with the terms and conditions of Permit
No. 63-9324 issued pursuant to Application for Permit dated February 13, 1979,
and has submitted proof to the Department of Water Resources on December 19, 1980,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 1.29 cfs of water from a groundwater source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Municipal	from <u>January 1</u> to <u>December 31</u>	at <u>1.11</u> cfs and	<u>N/A</u>
	from _____ to _____	at _____ cfs and	
	from _____ to _____	at _____ cfs and	

(both dates inclusive)

Subject, however, to the condition that no more than 1.11 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
N/A acre feet per year, said waters to be diverted within the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 36, Twp. 1N,
Rge. 2W, NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 2, Twp. 1S, Rge. 2W ^{B.M.} in the County of Canyon

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	

WITHIN THE CITY LIMITS OF MELBA

Total number of acres irrigated _____

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use herein described, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 16th day of
April, 19 81.

Director

02/28/2008

IDAHO DEPARTMENT OF WATER RESOURCES
PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-9324

NAME AND ADDRESS: CITY OF MELBA
PO BOX 209
MELBA ID 83641

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 1.110 CFS

PRIORITY DATE: 12/13/1979

POINT OF DIVERSION:

T01S R02W S2 NENE Lot 1 Within CANYON County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
MUNICIPAL	1/01 12/31	1.110 CFS
Domestic use is for 300 homes.		

PLACE OF USE:

The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section 42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

PLACE OF USE IS WITHIN THE CITY LIMITS OF MELBA.

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

EXPLANATORY MATERIAL: BASIS OF CLAIM - License



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov

JAMES E. RISCH
Governor

KARL J. DREHER
Director

December 10, 2006

Noni Stapleton, City Clerk-Treasurer
City of Melba

Sent by email to cityofmelba@aol.com

RE: SRBA Claim for 63-9324

Dear Noni:

RECEIVED

DEC 13 2006

WATER RESOURCES
WESTERN REGION

Thank you for your timely response in filing the Notices of Error for the Snake River Basin Adjudication (SRBA) recommendations for the City of Melba. I am pleased that the recommendations for 63-2603 and 63-4707 were correct.

Regarding your new claim for 63-9324, let me first congratulate you for doing this on behalf of the City of Melba. When we review the claims for a municipality, the fact that claims were filed for two of three water rights implies that the third water right is no longer of interest to the municipality. Your filing this claim signals that indeed the City of Melba still uses this water right.

Upon an initial review, the claim appears to me to have been properly filed, with the exception that it does not appear that a fee was submitted. The fee for this filing is \$100 for the claim, plus \$200 per cfs, resulting in a total of $(\$100 + 1.11(\$200)) = \$322$.

By copy of this email, I am forwarding your letter and enclosures, plus this response to Ms. Jan Shurte in our Western Regional Office (334-2190, 2735 Airport Way, Boise, 83705). Please coordinate with Jan soon for the filing of the fee. While we will not be able to include this claim in our Director's Report of water rights in Basin 63 Part 3, we can plan to include our recommendation for this water right in a report of late and miscellaneous claims at a later time.

Sincerely,

David R. Tuthill, Jr.
Administrator, Water Management Division

Enclosures



RECEIVED

DEC 7 2006

DEPARTMENT OF
WATER RESOURCES

City of Melba

City Hall 401 Carrie Rex Ave P.O. Box 209 Melba, ID 83641

December 5, 2006

David R. Tuthill, Jr.
Administrator, Water Management Division
Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

Re: License #63-9324

Dear David;

Please find enclosed the printouts for preliminary recommendations for reporting the City of Melba claims for #s 63-2603 and 63-4707, there are no changes.

Also enclosed is a Notice of Claim to a Water Right for the well site constructed 1980. Attached to the Notice of Claim is a copy of the license #63-9324 and Right-of-Way Easement granted to the City of Melba by Bureau of Land Management to construct the well site.

Please review the information provided and let me know if there are corrections needed or further information needed by your office to proceed with the claim.

Thank you for your help and time on this issue.

Sincerely,

Noni Stapleton, City Clerk-Treasurer
City of Melba

enclosures

Cc City file



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov.

JAMES E. RISCH
Governor

KARL J. DREHER
Director

December 10, 2006

Noni Stapleton, City Clerk-Treasurer
City of Melba

Sent by email to cityofmelba@aol.com

RE: SRBA Claim for 63-9324

Dear Noni:

Thank you for your timely response in filing the Notices of Error for the Snake River Basin Adjudication (SRBA) recommendations for the City of Melba. I am pleased that the recommendations for 63-2603 and 63-4707 were correct.

Regarding your new claim for 63-9324, let me first congratulate you for doing this on behalf of the City of Melba. When we review the claims for a municipality, the fact that claims were filed for two of three water rights implies that the third water right is no longer of interest to the municipality. Your filing this claim signals that indeed the City of Melba still uses this water right.

Upon an initial review, the claim appears to me to have been properly filed, with the exception that it does not appear that a fee was submitted. The fee for this filing is \$100 for the claim, plus \$200 per cfs, resulting in a total of $(\$100 + 1.11(\$200)) = \$322$.

By copy of this email, I am forwarding your letter and enclosures, plus this response to Ms. Jan Shurte in our Western Regional Office (334-2190, 2735 Airport Way, Boise, 83705). Please coordinate with Jan soon for the filing of the fee. While we will not be able to include this claim in our Director's Report of water rights in Basin 63 Part 3, we can plan to include our recommendation for this water right in a report of late and miscellaneous claims at a later time.

Sincerely,

David R. Tuthill, Jr.
Administrator, Water Management Division

Enclosures



2
RECEIVED

DEC 12 2006

DEPARTMENT OF
WATER RESOURCES

City of Melba

City Hall 401 Carrie Rex Ave P.O. Box 209 Melba, ID 83641

December 5, 2006

David R. Tuthill, Jr.
Administrator, Water Management Division
Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

Re: License #63-9324

Dear David;

Please find enclosed the printouts for preliminary recommendations for reporting the City of Melba claims for #s 63-2603 and 63-4707, there are no changes.

Also enclosed is a Notice of Claim to a Water Right for the well site constructed 1980. Attached to the Notice of Claim is a copy of the license #63-9324 and Right-of-Way Easement granted to the City of Melba by Bureau of Land Management to construct the well site.

Please review the information provided and let me know if there are corrections needed or further information needed by your office to proceed with the claim.

Thank you for your help and time on this issue.

Sincerely,

Noni Stapleton, City Clerk-Treasurer
City of Melba

enclosures

Cc City file

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DEC 17 2006

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLSDEPARTMENT OF
WATER RESOURCESIN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number

Date Received

Receipt Number

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) City of Melba Phone (208) 495-2722

Mailing Address

P.O. Box 209 Melba, Idaho

Zip

836412. Date of Priority (Only one (1) per claim) Dec. 13, 19793. Source of water supply (a) Groundwater
which is tributary to (b) _____4. a. Location of existing point of diversion is: Township 1S Range 2W Section 2,NE 1/4 of NE 1/4 of NE 1/4, Govt. Lot, 7 B.M., County of Canyon

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.horsepower motor pumps into mainline serving the City of Melba. The well is
300 ft deep -
Water is used to supply the Municipal water
system for the City of Melba and a few residences
adjacent to the City limits within the City's Area of Impact.

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Municipal purposes from Jan 1 to Dec 31 amount 1.11 or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) _____ (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic; Give number of households served; Stockwater: Type and number of livestock Etc.) Domestic 300 households served

10. 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 use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	

Total number of acres irrigated _____

11. In which county (ies) are lands listed above as place of use located? Canyon County

12. Do you own the property listed above as place of use? Yes _____ No X
If your answer is No, describe in Remarks below the authority you have to claim this water right. - see attached letter and attachments-

13. Describe any other water rights used at the same place and for the same purposes as described above. _____ or None (+)

14. Remarks:

Last Name _____ Ident No. _____

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License X Permit _____
Decree _____
If applicable provide IDWR Water Right Number 63-9324
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)
(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled
"How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____
wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments _____

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true
and correct.

Signature of Claimant (s) _____ Date _____

_____ Date _____

For Organizations: I do solemnly swear or affirm that I am City Clerk-Treasurer
Title _____

of City of Melba Organization _____, that I have signed the foregoing

document in the space below as City Clerk-Treasurer Title _____ of City of Melba Organization _____

and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent Joni Stapleton

Title and Organization City Clerk-Treasurer Date 12-5-06

City of Melba

State of Idaho/or _____)
County of CANYON) SS.

Subscribed and sworn (or affirmed) before me this 5th day of DECEMBER 2006

Notary Public Belinda Thiel

Residing at MELBA, IDAHO

My Commission Expires 04-19-08

Please Print Name BELINDA THIEL

17. Notice of Appearance
Notice is hereby given that I, _____ will be acting as attorney at law on behalf
of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above
should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name _____ Ident. Number _____

Scale: 2 inches equals 1 mile

A 16x16 grid of squares, each containing a crosshair. The grid is divided into four 8x8 quadrants by a central vertical and horizontal line. Handwritten numbers are present in several cells:

- Top-right quadrant (rows 5-8, columns 9-16):
 - Row 5, Column 10: 26
 - Row 5, Column 11: 25
 - Row 6, Column 12: 25
 - Row 6, Column 13: 30
 - Row 7, Column 12: 30
 - Row 7, Column 13: 31
- Bottom-right quadrant (rows 9-16, columns 9-16):
 - Row 9, Column 10: 36
 - Row 9, Column 11: 37
 - Row 10, Column 12: 36
 - Row 10, Column 13: 31
- Bottom-left quadrant (rows 9-16, columns 1-8):
 - Row 9, Column 10: 21

Last Name _____ **Ident No.** _____

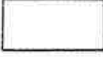


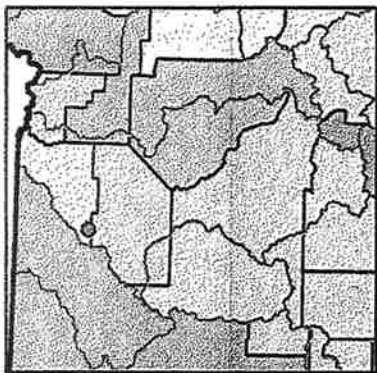
City Of Melba

SRBA Recommendation: 63-~~4707~~ 9324

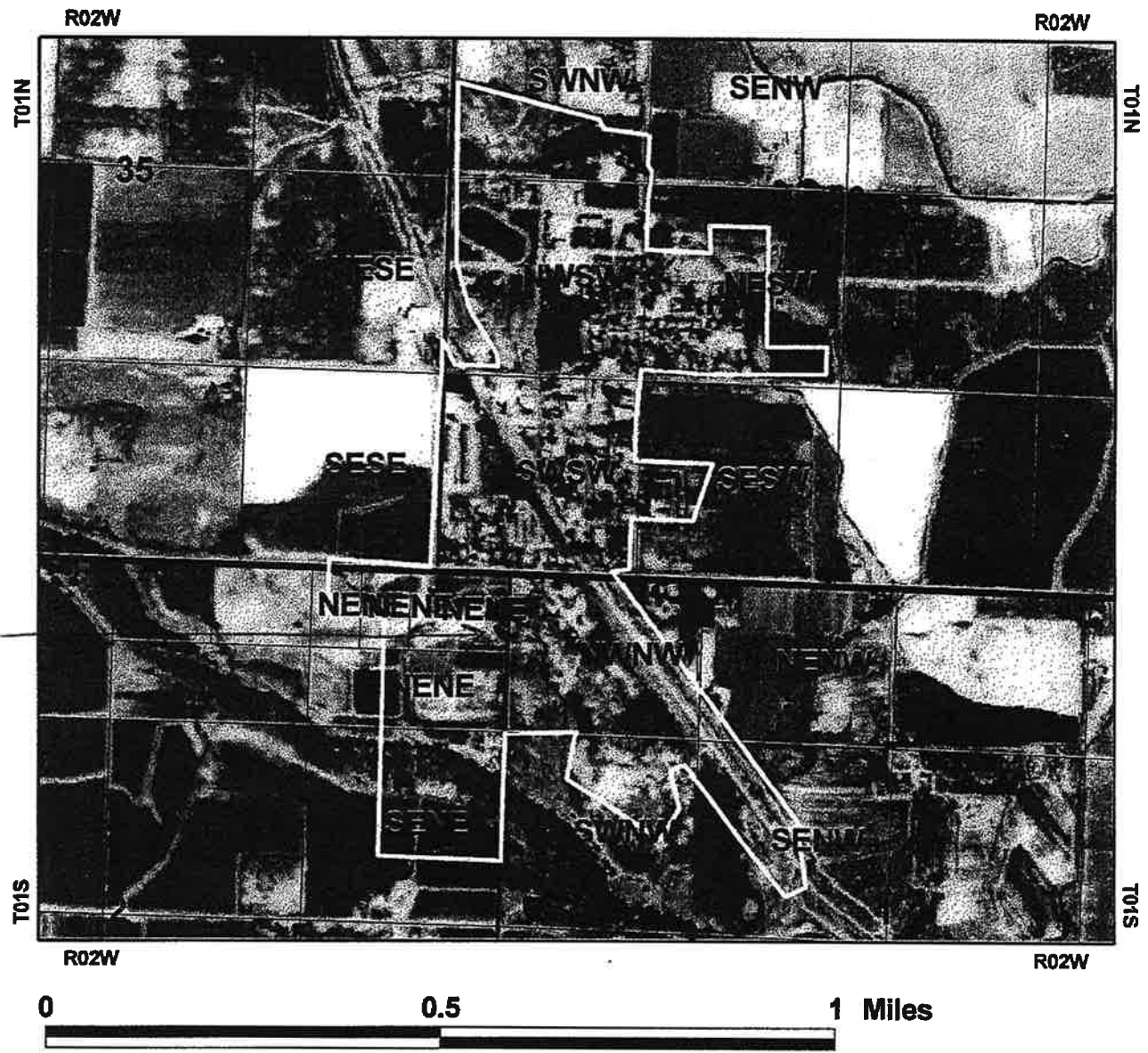
Service Area Boundary
GIS Place of Use Illustration

Legend

-  Service Area
-  Townships
-  PLS Sections
-  Quarter Quarters



Canyon County
IDWR Basin 63



Prepared by A. Warntjes
On Wednesday, November 22, 2006
1987/88 Aerial Photography



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS

Governor

A. KENNETH DUNN

~~XXXXXXXXXX~~

Director

Mailing address:

Statehouse

Boise, Idaho 83720

(208) 334-4440

April 22, 1981

City of Melba
P.O. Box 132
Melba, Idaho 83641

Dear Sirs,

RE: License No. 63-9324

Enclosed is a copy of the Water Right License issued on the above
referenced Permit.

Sincerely,

JIM JOHNSON
Water Distribution Supervisor

JJ:mr

Enclosure

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 63-9324 Priority December 13, 1979 Amount 1.11 cfs

THIS IS TO CERTIFY, that CITY OF MELBA
of Melba, Idaho, has complied with the terms and conditions of Permit
No. 63-9324 issued pursuant to Application for Permit dated February 13, 1979,
and has submitted proof to the Department of Water Resources on December 19, 1980,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 1.29 cfs of water from a groundwater source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Municipal	from <u>January 1</u> to <u>December 31</u>	at <u>1.11</u> cfs and	<u>N/A</u>
	from _____ to _____	at _____ cfs and	
	from _____ to _____	at _____ cfs and	

(both dates inclusive)

Subject, however, to the condition that no more than 1.11 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
N/A acre feet per year, said waters to be diverted within the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 36 Twp. 1N,
Rge. 2W, NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 2, Twp. 1S, Rge. 2W ^{B.M.} in the County of Canyon

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	

Total number of acres irrigated _____

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

UNITED STATES
DEPARTMENT OF THE INTERIOR
WATER AND POWER RESOURCES SERVICE

Central Snake Projects Office
Boise Project - Arrowrock Division

OPERATION _____
DEVELOPMENT _____
REC. ASSIST _____
COMP PLAN _____
FISCAL _____
FILE _____

RIGHT-OF-WAY EASEMENT

THIS AGREEMENT, made this _____ day of _____, 19____, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the Federal Reclamation Laws, between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this agreement, hereinafter called the Contracting Officer, and the CITY OF MELBA, CANYON COUNTY, IDAHO, a body politic, hereinafter called the City, acting by and through its Mayor, hereinafter styled the City.

WITNESSETH, THAT:

2. WHEREAS, in connection with the Arrowrock Division of the Boise Project, Idaho, the United States, through the Water and Power Resources Service, Department of the Interior, has, pursuant to Federal Reclamation Laws, withdrawn certain public lands in connection with the aforementioned Project; and

3. WHEREAS, the City desires to utilize portions of such land to construct, operate and maintain a water supply well and water pipeline upon the premises.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter stated, the parties hereto do mutually agree as follows:

4. The United States hereby grants to the City, subject to the terms and conditions of this agreement, an easement to construct, operate and maintain a water supply well and water pipeline on a tract of land located in the E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 2, Township 1 South, Range 2 West, Boise meridian, Idaho, more particularly described as follows:

A tract of land in the NE $\frac{1}{4}$ of Section 2, Township 1 South, Range 2 West, Boise meridian, Canyon County, Idaho, being more particularly described as follows:

Beginning at the northeast corner of Section 2, Township 1 South, Range 3 West, Boise meridian, Canyon County, Idaho, said point also marking the northwest corner of COLONIAL SUBDIVISION No. 1, according to the official plat thereof on file in the Canyon

County Recorder's Office, Caldwell, Idaho; thence South, 450.00 feet along the boundary line of said COLONIAL SUBDIVISION No. 1 to a steel pin; thence N.89°26'46"W., 125.00 feet to a steel pin; thence North, 100.00 feet to a steel pin; thence S.89°26'46"E., 100.00 feet to a steel pin; thence North, 350.00 feet to a point on the north section line of said Section 2; thence S.89°26'46"E. along said section line, 25.00 feet to the point of beginning.

Said described tract contains .49 of an acre, more or less, and is located as more particularly shown on Exhibit "A" attached hereto and by this reference made a part hereof.

5. The City shall use said premises for the purposes stated herein and agrees that in the use of said premises it shall conduct its operations in a good and workmanlike manner, and shall insure compliance with the laws of the State of Idaho, and with all laws, regulations and orders of the United States affecting such operations. The failure of the City, after due notice, to abide by any of the terms and conditions of any of such applicable laws, rules and regulations shall cause this easement to be subject to immediate termination at the option of the Contracting Officer.

6. This easement is granted subject to all rights previously acquired by third parties.

7. The City agrees as follows:

a. There is reserved from the rights herein granted, the prior rights of the United States acting through the Water and Power Resources Service, Department of the Interior, to construct, operate and maintain public works now or hereinafter authorized by the Congress without liability for severance or other damage to the City's work provided, however; that if such reserved rights are not exercised for works authorized by the Congress before the date of this grant, they will not be exercised unless the City or City's successor in interest is compensated for resultant damage to works placed on said lands pursuant to the rights herein granted. Compensation shall be in the amount of the cost of reconstruction of the City's works to accommodate the exercise of the Government's reserved rights. As an alternative to such compensation, the United States at its option and at its own expense may reconstruct the City's works to effect such accommodations.

b. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passage over, and egress from all of said right-of-way for the purpose of exercising, enforcing and protecting the rights reserved herein.

c. That the United States, its officers, agents and employees and its successors and assigns, shall not be held liable for any damage to the City's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this agreement.

8. The City hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the City's activities under this agreement.

9. The City will use, operate and maintain the land covered by this easement in such a manner as not to interfere with the operation and maintenance of the Boise Project, or with the administration of adjacent land owned by the United States.

10. The provisions of this easement shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this easement or any part or interest therein shall be valid until approved by the Contracting Officer.

11. This easement shall terminate:

a. At the option of the Contracting Officer if the City fails to comply with any of the terms and conditions thereof.

b. At the option of the Contracting Officer upon discontinuance by the City of the use of the land covered by this easement for the purposes herein stated for a period of twelve (12) consecutive months.

c. At the request of the City by giving written notice to the Contracting Officer.

12. The City hereby agrees as follows:

a. To comply with Title VI (Section 601) of the Civil Rights Act of July 2, 1964 (78 Stat. 241) which provides that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance", and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR 17.

b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

13. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this easement the day and year first above written.

THE UNITED STATES OF AMERICA

Acting By H. R. Stiles
Regional Director, PN Region
Water and Power Resources Service
Box 043 - 550 West Fort Street
Boise, Idaho 83724

CITY OF MELBA
CANYON COUNTY, STATE OF IDAHO

(SEAL)

By Carroll W. Nelson
Mayor, City of Melba

Attest:

Clerk

This right-of-way agreement has been considered and is hereby approved by the BOISE PROJECT BOARD OF CONTROL this 1st day of February, 1980.

BOISE PROJECT BOARD OF CONTROL

Attest:

Secretary of the Board

By

STATE OF IDAHO)
) ss
County of Ada)

On this 25th day of February , 1980 , personally
appeared before me H.R. Stivers , to me known to be
the official of the UNITED STATES OF AMERICA that executed the
within and foregoing instrument, and acknowledged said instrument
to be the free and voluntary act and deed of said United States,
for the uses and purposes therein mentioned, and on oath stated
that he was authorized to execute said instrument.

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

Mary E. Carlen
Notary Public in and for the
State of Idaho.
Residing at: Boise
My commission expires: 5-5-83

(SEAL)

STATE OF IDAHO)
) ss
County of Canyon)

On this 5th day of February , 1980 , personally
appeared before me CHARLOTTE M. NELSON , Mayor, City of Melba,
Canyon County, Idaho, that executed the within and foregoing
instrument, and acknowledged said instrument to be the free and
voluntary act and deed of said City for the uses and purposes
therein mentioned, and on oath stated that he was authorized to
execute said instrument.

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

Charlotte M. Nelson
Notary Public in and for the
State of Idaho
Residing at: Nampa, Idaho
My commission expires: January 20, 1982

(SEAL)

35 36 T. 1 N. S89° 20' 40" E 490.00'...
T. 1 S.

NAL

S89° 20' 40" E
25.00'

BOISE BASE LINE ROAD

N.E. COR. OF SEC. 2
& N.W. COR. OF COLONIAL
SUBDIVISION #1

RIM VIEW DRIVE

COLONIAL SUBDIVISION

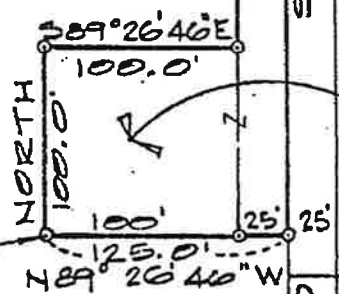
COLONIAL PARK SUBDIVISION
NUMBER ONE

QUAIL DRIVE

EXHIBIT "A"

SCALE: 1"=100'

5/8" STEEL PINS
W/ CAPS ~ TYR.



JAN. 180
SKETCH

TO ACCOMPANY DESCRIPTION
— OF —

TRACT OF LAND IN THE NE 1/4 OF SEC. 2
T. 1 S., R. 2 W., B. M.
CANYON CO., IDAHO

TUDOR ENGINEERING CO. BOISE, IDA.

The lat/long you provided was 42° 56.487' N; 115° 27.994' W

Here are the results:

SW quarter of the **SE** quarter of Section **35**, Township **05S**, Range **08E**

IDTM NAD83 coordinates: Easting=2380348; Northing=1305580



Choose the map-display background:

Photo

Topo



map

Add Layer



Wells



Water Rights



Water Right Permits



Adjudication Claims



Adjudication Recommendations

* Positions of wells/headgates may be based upon the center of a quarter-quarter section; those obtained by GPS or survey are accurate.

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map

Add Layer



Wells



Water Rights



Water Right Permits



Adjudication Claims



Adjudication Recommendations

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State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street, P.O. Box 83720, Boise, ID 83720-0098

Phone: (208) 287-4800 Fax: (208) 287-6700 Web Site: www.idwr.idaho.gov.

JAMES E. RISCH
Governor

KARL J. DREHER
Director

December 10, 2006

Noni Stapleton, City Clerk-Treasurer
City of Melba

Sent by email to cityofmelba@aol.com

RE: SRBA Claim for 63-9324

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By copy of this email, I am forwarding your letter and enclosures, plus this response to Ms. Jan Shurte in our Western Regional Office (334-2190, 2735 Airport Way, Boise, 83705). Please coordinate with Jan soon for the filing of the fee. While we will not be able to include this claim in our Director's Report of water rights in Basin 63 Part 3, we can plan to include our recommendation for this water right in a report of late and miscellaneous claims at a later time.

Sincerely,

David R. Tuthill, Jr.
Administrator, Water Management Division

Enclosures



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DEC 12 2006

DEPARTMENT OF
WATER RESOURCES

City of Melba

City Hall 401 Carrie Rex Ave P.O. Box 209 Melba, ID 83641

December 5, 2006

David R. Tuthill, Jr.
Administrator, Water Management Division
Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098

Re: License #63-9324

Dear David;

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Also enclosed is a Notice of Claim to a Water Right for the well site constructed 1980. Attached to the Notice of Claim is a copy of the license #63-9324 and Right-of-Way Easement granted to the City of Melba by Bureau of Land Management to construct the well site.

Please review the information provided and let me know if there are corrections needed or further information needed by your office to proceed with the claim.

Thank you for your help and time on this issue.

Sincerely,

Noni Stapleton, City Clerk-Treasurer
City of Melba

enclosures

Cc City file

RECEIVED

DEC 07 2016

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLSDEPARTMENT OF
WATER RESOURCESIN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE NUMBER: 39576

Ident. Number

Date Received

Receipt Number

NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) City of Melba Phone (208) 495-2722Mailing Address P.O. Box 209 Melba, Idaho Zip 836412. Date of Priority (Only one (1) per claim) Dec. 13, 19793. Source of water supply (a) Groundwater
which is tributary to (b) _____4. a. Location of existing point of diversion is: Township 1S Range 2W Section 2,NE 1/4 of NE 1/4 of NE 1/4, Govt. Lot, 7 B.M., County of Canyon

Additional points of diversion if any: _____

b. If instream flow, beginning point of claimed instream flow is:

Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

Govt. Lot _____ B.M., County of _____

ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____

_____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc),
including the dates of any changes or enlargements in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well.

hosepower-motor-pumps into mainline serving the City of Melba. The well is
300' deep -
Water is used to supply the Municipal water
system for the City of Melba and a few residences
adjacent to the City limits within the City's Area of Impact.

6. Water is claimed for the following purposes:

(both dates are inclusive)

(cfs)

(acre feet)

For Municipal purposes from Jan 1 to Dec 31 amount 1.11 or _____
For _____ purposes from _____ to _____ amount _____ or _____
For _____ purposes from _____ to _____ amount _____ or _____
For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) _____ (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic; Give number of households served; Stockwater: Type and number of livestock Etc.) Domestic 300 households served

10. Description of place of use:

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

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	

Total number of acres irrigated _____

11. In which county (ies) are lands listed above as place of use located? Canyon County

12. Do you own the property listed above as place of use? Yes _____ No X
If your answer is No, describe in Remarks below the authority you have to claim this water right. - see attached letter and attachments

13. Describe any other water rights used at the same place and for the same purposes as described above. _____ or None (+)

14. Remarks:

Last Name _____ Ident No. _____

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License X Permit _____
Decree _____
If applicable provide IDWR Water Right Number 63-9324
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)
(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled
"How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____
wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments _____
For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true
and correct.

Signature of Claimant (s) _____ Date _____
_____ Date _____

For Organizations: I do solemnly swear or affirm that I am City Clerk-Treasurer
of City of Melba that I have signed the foregoing
document in the space below as City Clerk-Treasurer of City of Melba
and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent Joni Stapleton
Title and Organization City Clerk - Treasurer Date 12-5-06
City of Melba

State of Idaho/or _____)
County of CANYON) SS.

Subscribed and sworn (or affirmed) before me this 5th day of DECEMBER 2006



Notary Public Belinda Thiel

Residing at MELBA, IDAHO

My Commission Expires 04-19-08

Please Print Name BELINDA THIEL

17. Notice of Appearance
Notice is hereby given that _____ will be acting as attorney at law on behalf
of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above
should be mailed to me at the address listed below.

Signature _____

Address _____

Date _____

Last Name _____ Ident. Number _____

Scale: 2 inches equals 1 mile

A 20x20 grid of graph paper. The grid is composed of 20 columns and 20 rows of squares. Each square contains a small crosshair. Handwritten numbers are present in the following locations:

- Row 4, Column 8: 26
- Row 4, Column 9: 25
- Row 4, Column 13: 25
- Row 4, Column 14: 30
- Row 5, Column 8: 30
- Row 5, Column 9: 36
- Row 5, Column 13: 30
- Row 5, Column 14: 31
- Row 10, Column 8: 35
- Row 10, Column 9: 36
- Row 10, Column 13: 36
- Row 10, Column 14: 31
- Row 11, Column 11: 21
- Row 11, Column 12: 1
- Row 11, Column 13: 1

A single dot is located at the intersection of Row 11 and Column 12.

Last Name _____ Ident No. _____

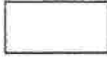
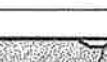


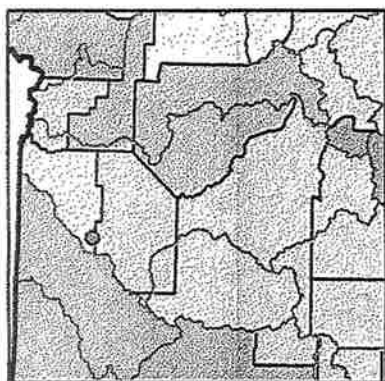
City Of Melba

SRBA Recommendation: 63-~~4707~~ 9324

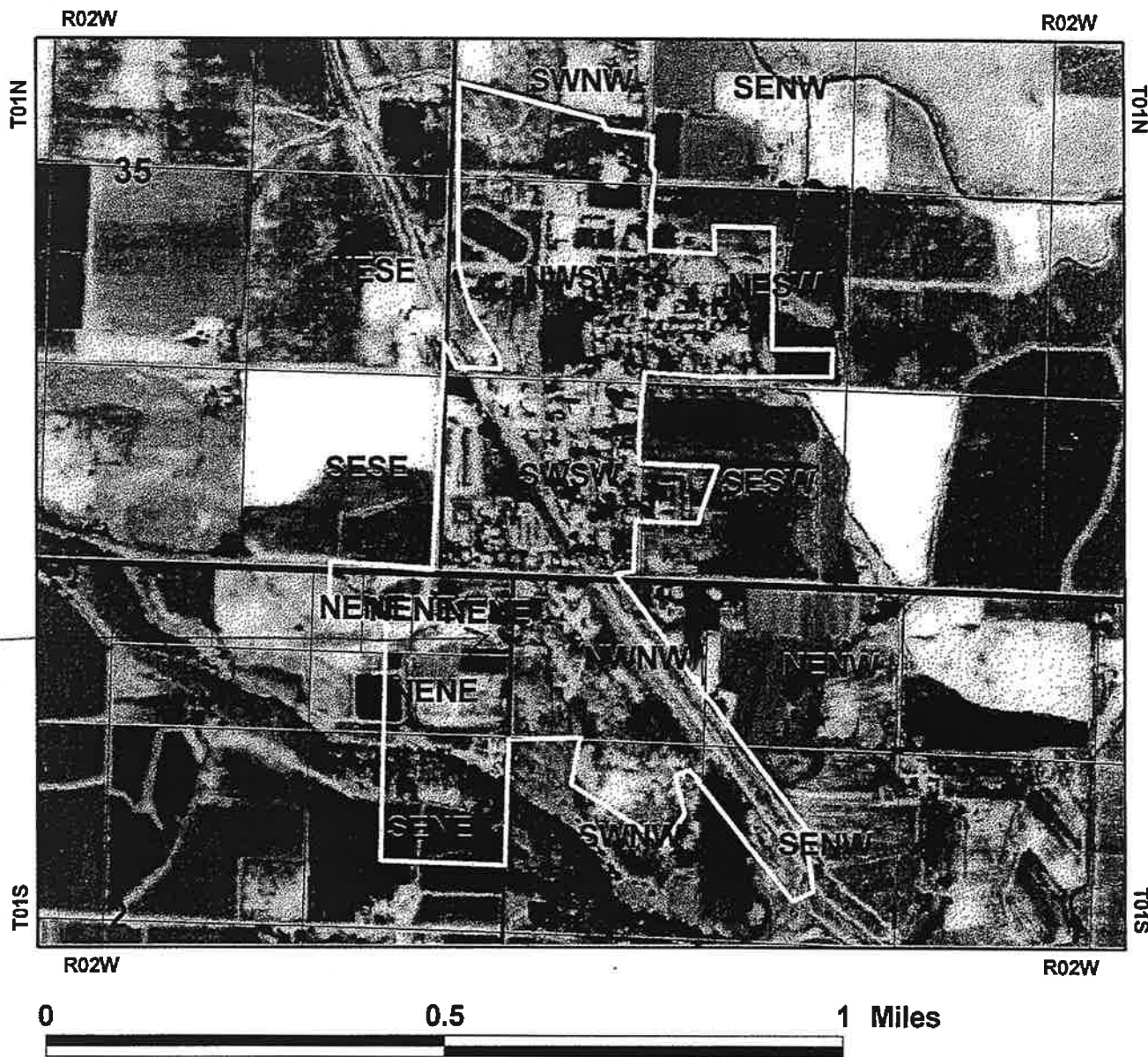
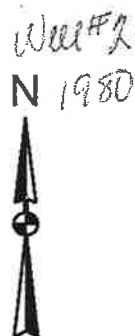
Service Area Boundary
GIS Place of Use Illustration

Legend

-  Service Area
-  Townships
-  PLS Sections
-  Quarter Quarters



Canyon County
IDWR Basin 63



Prepared by A. Warntjes
On Wednesday, November 22, 2006
1987/88 Aerial Photography



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS

Governor

A. KENNETH DUNN

~~XXXXXXXXXX~~

Director

Mailing address:

Statehouse

Boise, Idaho 83720

(208) 334-4440

April 22, 1981

City of Melba
P.O. Box 132
Melba, Idaho 83641

Dear Sirs,

RE: License No. 63-9324

Enclosed is a copy of the Water Right License issued on the above referenced Permit.

Sincerely,

JIM JOHNSON

Water Distribution Supervisor

JJ:mr

Enclosure

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 63-9324 Priority December 13, 1979 Amount 1.11 cfs

THIS IS TO CERTIFY, that CITY OF MELBA
of Melba, Idaho, has complied with the terms and conditions of Permit
No. 63-9324 issued pursuant to Application for Permit dated February 13, 1979,
and has submitted proof to the Department of Water Resources on December 19, 1980,
that he has applied water to a beneficial use; an examination by the Department indicates that the works have a
capacity for the diversion of 1.29 cfs of water from a groundwater source,
tributary to _____, and that the permit holder has applied to a beneficial use and
established a right to use water as follows:

Beneficial Use	Period of Use	Rate of Diversion	Annual Volume
Municipal	from <u>January 1</u> to <u>December 31</u>	at <u>1.11</u> cfs and	<u>N/A</u>
	from _____ to _____	at _____ cfs and	
	from _____ to _____	at _____ cfs and	

(both dates inclusive)

Subject, however, to the condition that no more than 1.11 cfs of water be diverted at any one time, and
that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose
aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed
N/A acre feet per year, said waters to be diverted within the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 36 Twp. 1N,
Rge. 2W, NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 2, Twp. 1S, Rge. 2W B.M. in the County of _____ Canyon

Description and location of place of use:

Twp.	Range	Sec.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				Totals
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	

WITHIN THE CITY LIMITS OF MELBA

Total number of acres irrigated _____

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

UNITED STATES
DEPARTMENT OF THE INTERIOR
WATER AND POWER RESOURCES SERVICE

Central Snake Projects Office
Boise Project - Arrowrock Division

OPERATION _____
DEVELOPMENT _____
REG. ASSIST _____
COMP. PLAN _____
FISCAL _____
FILE _____

RIGHT-OF-WAY EASEMENT

THIS AGREEMENT, made this _____ day of _____, 19____, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the Federal Reclamation Laws, between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the officer executing this agreement, hereinafter called the Contracting Officer, and the CITY OF MELBA, CANYON COUNTY, IDAHO, a body politic, hereinafter called the City, acting by and through its Mayor, hereinafter styled the City.

WITNESSETH, THAT:

2. WHEREAS, in connection with the Arrowrock Division of the Boise Project, Idaho, the United States, through the Water and Power Resources Service, Department of the Interior, has, pursuant to Federal Reclamation Laws, withdrawn certain public lands in connection with the aforementioned Project; and

3. WHEREAS, the City desires to utilize portions of such land to construct, operate and maintain a water supply well and water pipeline upon the premises.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations hereinafter stated, the parties hereto do mutually agree as follows:

4. The United States hereby grants to the City, subject to the terms and conditions of this agreement, an easement to construct, operate and maintain a water supply well and water pipeline on a tract of land located in the E $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 2, Township 1 South, Range 2 West, Boise meridian, Idaho, more particularly described as follows:

A tract of land in the NE $\frac{1}{4}$ of Section 2, Township 1 South, Range 2 West, Boise meridian, Canyon County, Idaho, being more particularly described as follows:

Beginning at the northeast corner of Section 2, Township 1 South, Range 3 West, Boise meridian, Canyon County, Idaho, said point also marking the northwest corner of COLONIAL SUBDIVISION No. 1, according to the official plat thereof on file in the Canyon

County Recorder's Office, Caldwell, Idaho; thence South, 450.00 feet along the boundary line of said COLONIAL SUBDIVISION No. 1 to a steel pin; thence N.89°26'46"W., 125.00 feet to a steel pin; thence North, 100.00 feet to a steel pin; thence S.89°26'46"E., 100.00 feet to a steel pin; thence North, 350.00 feet to a point on the north section line of said Section 2; thence S.89°26'46"E. along said section line, 25.00 feet to the point of beginning.

Said described tract contains .49 of an acre, more or less, and is located as more particularly shown on Exhibit "A" attached hereto and by this reference made a part hereof.

5. The City shall use said premises for the purposes stated herein and agrees that in the use of said premises it shall conduct its operations in a good and workmanlike manner, and shall insure compliance with the laws of the State of Idaho, and with all laws, regulations and orders of the United States affecting such operations. The failure of the City, after due notice, to abide by any of the terms and conditions of any of such applicable laws, rules and regulations shall cause this easement to be subject to immediate termination at the option of the Contracting Officer.

6. This easement is granted subject to all rights previously acquired by third parties.

7. The City agrees as follows:

a. There is reserved from the rights herein granted, the prior rights of the United States acting through the Water and Power Resources Service, Department of the Interior, to construct, operate and maintain public works now or hereinafter authorized by the Congress without liability for severance or other damage to the City's work provided, however; that if such reserved rights are not exercised for works authorized by the Congress before the date of this grant, they will not be exercised unless the City or City's successor in interest is compensated for resultant damage to works placed on said lands pursuant to the rights herein granted. Compensation shall be in the amount of the cost of reconstruction of the City's works to accommodate the exercise of the Government's reserved rights. As an alternative to such compensation, the United States at its option and at its own expense may reconstruct the City's works to effect such accommodations.

b. There is also reserved to the United States the right of its officers, agents, employees, licensees and permittees, at all proper times and places freely to have ingress to, passage over, and egress from all of said right-of-way for the purpose of exercising, enforcing and protecting the rights reserved herein.

c. That the United States, its officers, agents and employees and its successors and assigns, shall not be held liable for any damage to the City's improvements or works by reason of the exercise of the rights here reserved; nor shall anything contained in this paragraph be construed as in any manner limiting other reservations in favor of the United States contained in this agreement.

8. The City hereby agrees to indemnify and hold harmless the United States, its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the City's activities under this agreement.

9. The City will use, operate and maintain the land covered by this easement in such a manner as not to interfere with the operation and maintenance of the Boise Project, or with the administration of adjacent land owned by the United States.

10. The provisions of this easement shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this easement or any part or interest therein shall be valid until approved by the Contracting Officer.

11. This easement shall terminate:

a. At the option of the Contracting Officer if the City fails to comply with any of the terms and conditions thereof.

b. At the option of the Contracting Officer upon discontinuance by the City of the use of the land covered by this easement for the purposes herein stated for a period of twelve (12) consecutive months.

c. At the request of the City by giving written notice to the Contracting Officer.

12. The City hereby agrees as follows:

a. To comply with Title VI (Section 601) of the Civil Rights Act of July 2, 1964 (78 Stat. 241) which provides that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance", and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR 17.

b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

IN WITNESS WHEREOF, the parties hereto have executed this easement the day and year first above written.

Acting By H. R. Stiles
Regional Director, PN Region
Water and Power Resources Service
Box 043 - 550 West Fort Street
Boise, Idaho 83724

-4

STATE OF IDAHO)
) ss
County of Ada)

On this 25th day of February , 1980 , personally
appeared before me H.R. Stivers , to me known to be
the official of the UNITED STATES OF AMERICA that executed the
within and foregoing instrument, and acknowledged said instrument
to be the free and voluntary act and deed of said United States,
for the uses and purposes therein mentioned, and on oath stated
that he was authorized to execute said instrument.

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

Gary E. Carlen
Notary Public in and for the
State of Idaho.
Residing at: Boise
My commission expires: 5-5-83

(SEAL)

STATE OF IDAHO)
) ss
County of Canyon)

On this 5th day of February , 1980 , personally
appeared before me CHARLOTTE M. NELSON , Mayor, City of Melba,
Canyon County, Idaho, that executed the within and foregoing
instrument, and acknowledged said instrument to be the free and
voluntary act and deed of said City for the uses and purposes
therein mentioned, and on oath stated that he was authorized to
execute said instrument.

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

Charlotte M. Nelson
Notary Public in and for the
State of Idaho
Residing at: Nampa, Idaho
My commission expires: January 20, 1982

(SEAL)

35 36 T. 1 N. S89° 20' 46" E 490.00' ---
T. 1 S.

NAL

S89° 20' 46" E
25.00'

BOISE BASE LINE ROAD

NE COR. OF SEC. 2
& N.W. COR. OF COLONIAL
SUBDIVISION #1

RIM VIEW DRIVE

COLONIAL SUBDIVISION

SITE
0.49 AC. ±

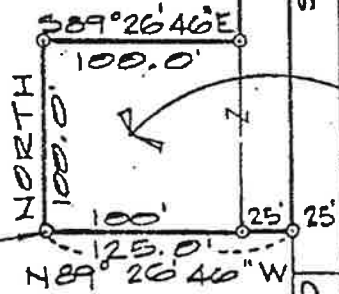
COLONIAL PARK SUBDIVISION
NUMBER ONE

QUAIL DRIVE

EXHIBIT "A"

SCALE: 1" = 100'

5/8" STEEL PINS
W/CAPS ~ TYP.



JAN. 180
SKETCH

TO ACCOMPANY DESCRIPTION
— OF —

TRACT OF LAND IN THE NE 1/4 OF SEC. 2
T. 1 S., R. 2 W., B. M.
CANYON CO., IDAHO

Shurte, Jan

From: Tuthill, Dave
Sent: Saturday, December 09, 2006 10:34 AM
To: Warntjes, Anita; Shurte, Jan
Subject: RE: Capital Water Corp numbers

Hi, Jan. I took a look at the files and the audit trail. What happened is that the others who processed these (Gene and Lori) did just fine -- except for conditions. Anita is on the audit trail only for the summary sheet -- through which she updated the conditions to make them ok. This is the case for all 4 claims below. We do have in the file for 63-3071 a returned NOE -- all ok. I'm not sure why I don't see returned NOEs for the other recommendations but since they are all similar (based on an earlier transfer), I feel ok about recommending these in the DR.

Thanks for your careful checking, Jan!

Dave

-----Original Message-----

From: Warntjes, Anita
Sent: Friday, December 08, 2006 10:45 AM
To: Shurte, Jan
Cc: Tuthill, Dave
Subject: RE: Capital Water Corp numbers

I have these files and I have done the draft recommendation on them. It is in the file. Dave has also looked at them and I did a revision based on his comments. I don't think he looked at the final revision though.

-----Original Message-----

From: Shurte, Jan
Sent: Friday, December 08, 2006 8:18 AM
To: Tuthill, Dave; Warntjes, Anita
Subject: Capital Water Corp numbers

Oh by the way those numbers are:

63-3002
63-3152
63-3166
63-7108

Jan