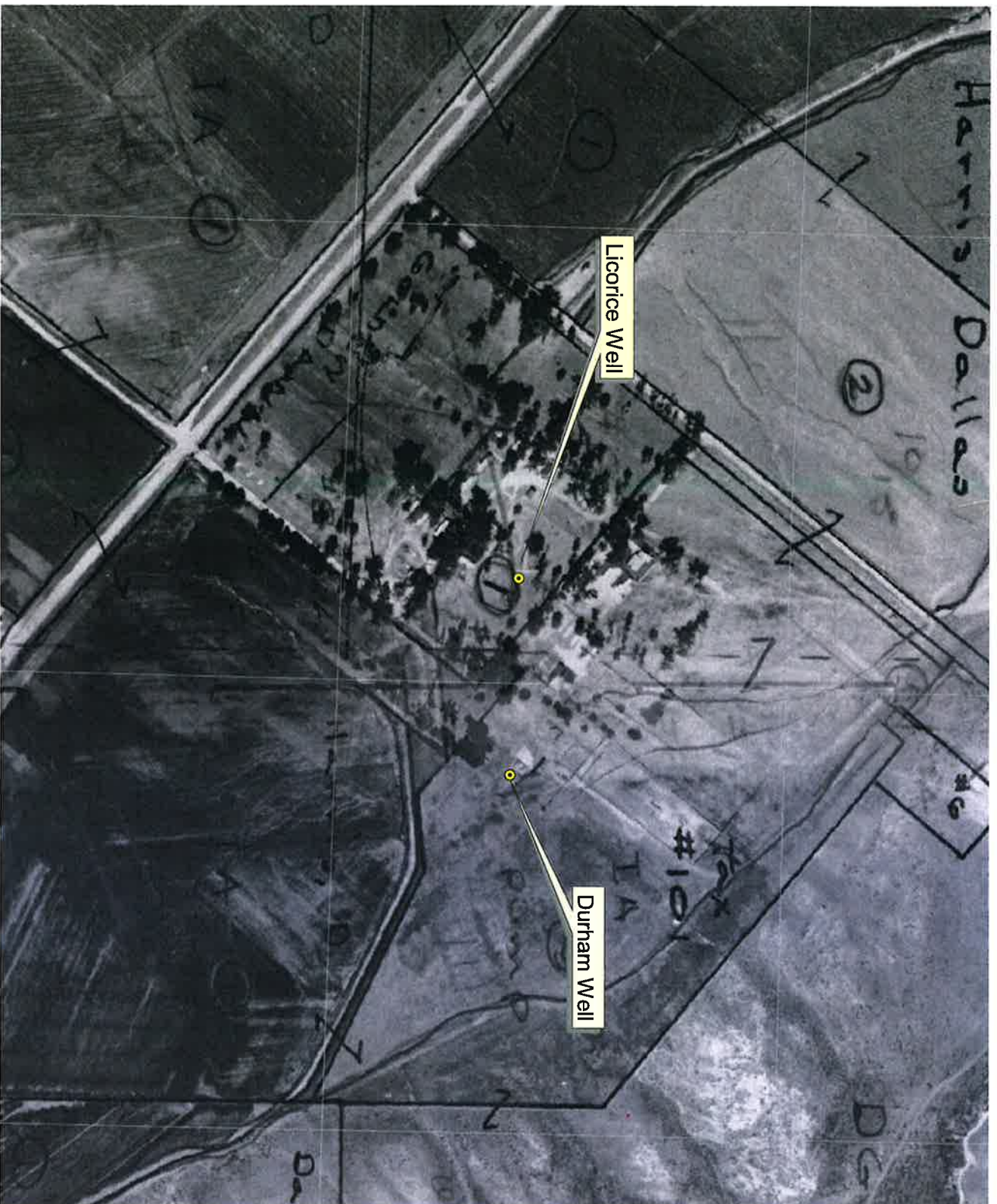


Barber Park



T03N R03E



1964 Aerial Photo

Barber Park



T03N R03E

2004 Aerial Photo

07/22/2009

IDAHO DEPARTMENT OF WATER RESOURCES
RECOMMENDED WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 63-4395

NAME AND ADDRESS: UNITED WATER IDAHO INC
8248 W VICTORY RD
PO BOX 190420
BOISE ID 83719-0420

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.560 CFS

Right Nos. 63-4395, 63-8385 and 63-10150 are limited to a total combined diversion rate of 0.80 cfs and to a total combined annual diversion volume of 240.3 AF.

PRIORITY DATE: 06/01/1950

POINT OF
DIVERSION:

T03N R03E S28 SWNW Within ADA County
T03N R03E S29 SENE Within ADA County

PURPOSE AND
PERIOD OF USE:

<u>PURPOSE OF USE</u>	<u>PERIOD OF USE</u>	<u>QUANTITY</u>
MUNICIPAL	01/01 12/31	0.560 CFS

PLACE OF USE:

Place of use is within the service area of United Water Idaho as provided for under Idaho law. The place of use is generally described as within the city limits of Boise and the surrounding service area.

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

To the extent necessary for administration between points of diversion for ground water, and between points of diversion for ground water and hydraulically connected surface sources, ground water was first diverted under this right ~~at~~ from the Licorice Well located in T03N, R03E, Sec. 29, SENE.

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 - Beneficial Use

Right includes accomplished change in period of use pursuant to Section 42-1425, Idaho Code.

Right includes accomplished change in point of diversion pursuant to Section 42-1425, Idaho Code.

Right includes accomplished change in purpose of use pursuant to Section 42-1425, Idaho Code.

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 63-8385

Priority: November 6, 1977 Amount: .49 CFS 182.4 AFA

This is to certify, that BARBER WATER CO. INC.
3550 TRIPLETT LN.

BOISE, ID 83712

has complied with the terms and conditions of the permit issued pursuant to Application for Permit dated November 4, 1976, and has submitted proof to the Department of Water Resources on July 1, 1983, that water has been applied to a beneficial use; an examination by the Department indicates that the works have a diversion capacity of .49 cfs of water from a **GROUNDWATER** source and that a water right has been established as follows:

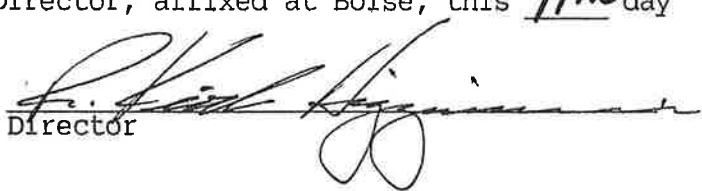
<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>VOLUME</u>
Domestic	01/01 to 12/31	.49 cfs	182.4 afa
<u>LOCATION OF POINT OF DIVERSION(S):</u>		SENE , Sec. 29, Township 3N, Range 3E Ada County	
<u>PLACE OF USE:</u> Domestic			
<u>TWN</u>	<u>RGE</u>	<u>SEC</u>	
3N	3E	28	
		29	
	SWNW	NWSW	
	SENE	NESE	

CONDITIONS/REMARKS:

1. The right to the use of the water hereby confirmed is limited to the amount which can actually be beneficially used and is restricted and appurtenant to the lands or place of use and to the purpose herein described, as provided by the laws of Idaho.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. Domestic use is for 152 homes.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 11th day of May, 1988.




Director

JUN 30 1988

State of Idaho
Department of Water Resources

WATER RIGHT LICENSE

WATER RIGHT NO. 63-10150

Priority: July 1, 1983 Amount: .48 CFS 56.1 AFA

This is to certify, that BARBER WATER CORP.

3550 TRIPLETT LN.

BOISE, ID 83712

has complied with the terms and conditions of the permit issued pursuant to Application for Permit dated July 1, 1983, and has submitted proof to the Department of Water Resources on July 1, 1983, that water has been applied to a beneficial use; an examination by the Department indicates that the works have a diversion capacity of .80 cfs of water from a GROUNDWATER source and that a water right has been established as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>	<u>VOLUME</u>
Irrigation	03/15 to 11/15	.11 cfs	17.1 afa
Domestic	01/01 to 12/31	.37 cfs	39.0 afa
	Totals	.48 CFS	56.1 AFA

LOCATION OF POINT OF DIVERSION(S): SWNW , Sec. 28, Township 3N, Range 3E
SENE , Sec. 29
Ada County

PLACE OF USE: Irrigation

TWN RGE SEC

3N 3E 28
29

NWNW
NENE

SWNW
SENE

PLACE OF USE: Domestic, same as Irrigation use

CONDITIONS/REMARKS:

1. The right to the use of the water hereby confirmed is limited to the amount which can actually be beneficially used and is restricted and appurtenant to the lands or place of use and to the purpose herein described, as provided by the laws of Idaho.
2. This right is subject to all prior water rights and may be forfeited by five years of non-use.
3. Modifications to or variance from this license must be made within the limits of Section 42-222, Idaho Code, or the applicable Idaho law.
4. The maximum combined rate of diversion under this right & Right 63-8385 shall not exceed 0.8 cfs.
5. Actual acres irrigated = 3.8.
6. Domestic use is for 65 units.

This license is issued pursuant to the provisions of Section 42-219, Idaho Code. Witness the seal and signature of the Director, affixed at Boise, this 17th day of May 1988.

MICROFILMED

Director



IDAHO STATE HISTORICAL SOCIETY REFERENCE SERIES

BARBER DAM AND PARK

Number 1037

September 1993

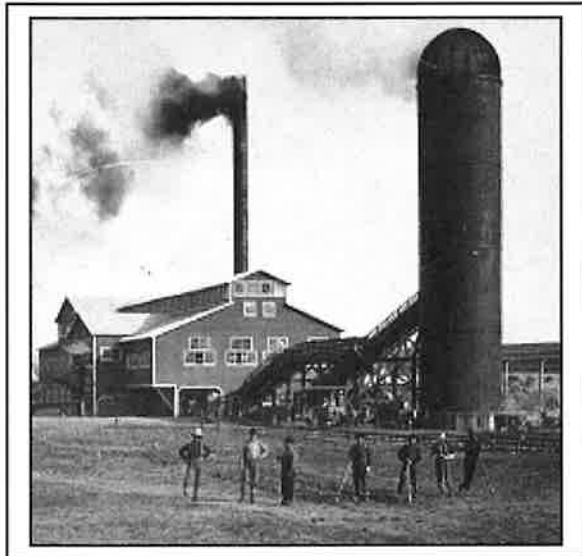
When extensive Barber Lumber Company (now Boise Cascade) timber holdings led to construction of a saw mill town and a river dam close to Oregon Trail tracks in 1906, natural river features near Oregon Trail routes underwent considerable change. When lumber operations shut down at Barber in 1934, Barber Dam with its large log pond was retained. Barber became a ghost town, with most of its buildings moved to Boise. Eventually Barber townsite was reoccupied by mobile homes, and Barber Dam became an essential feature of an historic park. Park expansion finally incorporated an area adjacent to Oregon Trail access to Boise. Adapted to become Boise Avenue, Oregon Trail emigrant wagon, stage, and freight routes continue to maintain access to Idaho's capital city.

(This information has not been edited.)

Barber Town Site History

Incorporated in 1902, Barber Lumber Company completed the construction of Barber Dam in 1905, and Barber Mill, (alongside and immediately west of the study area) in 1906. Barber Dam was constructed to create a log-holding pond in support of the adjacent mill. Construction of a company town, "Barberton," began in 1906 to support the Barber Mill complex. Barber Lumber Mill opened in 1906, but closed a year later as the Fall Creek/South Fork Boise River route to transport logs was found to be impractical. The mill owners also dealt with a Federal timber fraud charge from 1908 to 1912, of which they were acquitted, and the mill was reopened.

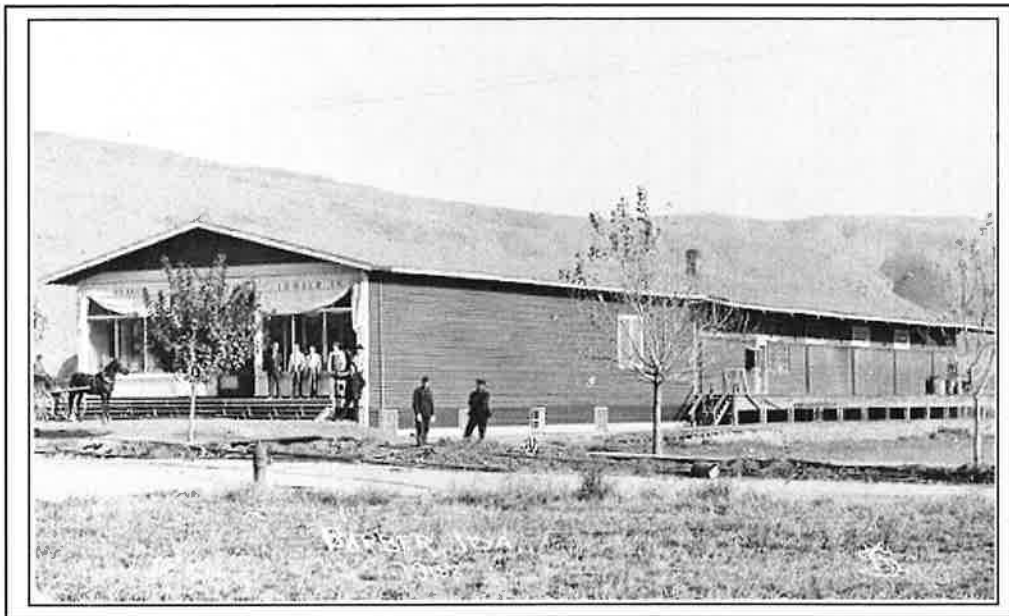
In 1909, a post office was established, and the town's name was changed to "Barber." The Barber Lumber Company (with a 25,000-acre timber base and 40-mile Intermountain Railroad tract) and Payette Lumber Company merged in 1913, becoming the Boise Payette Lumber Company. This company operated from 1915 to 1934, using the intermountain railroad track constructed in 1914 to transport logs. The mill shut down when it could no longer profitably harvest available timber. Many Barber houses were sold and moved into Boise, where most were purchased as staff housing for the Idaho Soldier's Home. Barber (mill, town and Intermountain Railway) was scrapped in 1935, and the Intermountain Railway right-of-way was sold to the State Highways Department, to become the footprint of State Highway 44 (later renumbered to State Highway 21). In 1957, the Boise Payette Lumber Company became the Boise Cascade Corporation.



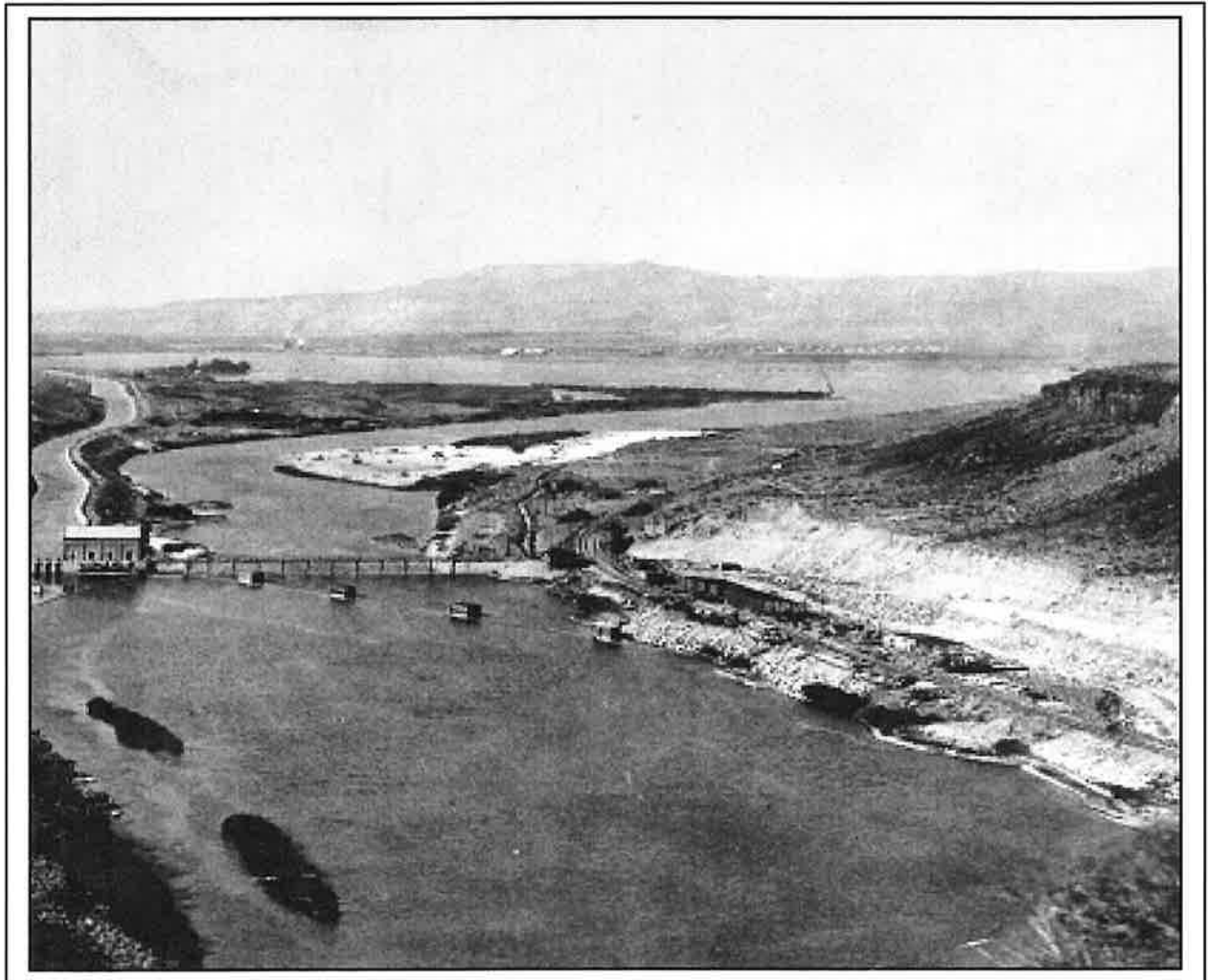
The Barber Lumber Mill operated on the site of the BPCA from 1906-1931



A house from the original town of Barber. It was relocated to 3rd Street in Boise



The Barber store. The town boasted a post office, school, and hotel, also.



View of BPCA as it looked in 1930. Diversion Dam and the New York Canal are in the center. Note the extent of "Barber Pond" and the Barber town site in the background.

10/14/2006

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

RIGHT NUMBER: 63-4395

NAME AND ADDRESS: UNITED WATER IDAHO INC
8248 W VICTORY RD
PO BOX 190420
BOISE ID 83719-0420

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.560 CFS

PRIORITY DATE: 06/01/1950

POINT OF DIVERSION:

T03N R03E S28 SWNW Within ADA County

T03N R03E S29 SENE Within ADA County

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE
MUNICIPAL

PERIOD OF USE
01/01 12/31

QUANTITY
0.560 CFS

PLACE OF USE:

Place of use is within the service area of United Water Idaho as provided for under Idaho law. The place of use is generally described as within the city limits of Boise and the surrounding service area.

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

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 - Statutory Claim

Draft ???

09/13/2005

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

RIGHT NUMBER: 63-4395

NAME AND ADDRESS: UNITED WATER IDAHO INC
8248 W VICTORY RD
PO BOX 190420
BOISE ID 83719-0420

SOURCE: GROUND WATER

TRIBUTARY:

QUANTITY: 0.600 CFS

250 gpm per info provided = .56 cfs

PRIORITY DATE: 06/01/1950

POINT OF DIVERSION:

T03N R03E S28 SWNW Within ADA County
T03N R03E S29 SENE Within ADA County

Set 2 - Barber

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE

PERIOD OF USE

QUANTITY

IRRIGATION

Munic

~~4/15~~ ~~10/01~~

1/1 12/31

~~0.600 CFS~~

.56

PLACE OF USE:

IRRIGATION Within ADA County

T03N R03E S28

SENE

18.0

T03N R03E S28

SWNW

2.0

20 ACRES TOTAL

Place of use is within the service area of United Water Idaho as provided for under Idaho law. The place of use is generally described as within the city limits of Boise and the surrounding service area.

OK

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

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 - Statutory Claim

Claim No. 63-4395

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Section 42-225a, Idaho Code

CLAIM TO A WATER RIGHT

Under the provisions of Section 42-225a, Idaho Code, a person may file a claim to a right to use water which has been established by diversion and application to beneficial use. **The filing of this claim does not confirm the water right but will serve for information purposes only.** It may, however, become the basis for future adjudication of the water right by the Court.

Notice is hereby given that Barber Water Co. Inc.
(name of claimant)
of 3630 Durham Way, Boise, Idaho 83706, claims a right to the diversion and beneficial use of
(mailing address)
the public water of the State of Idaho

The extent and nature of said claim is as follows:

- (1) Describe source of water: (name of stream, lake, spring, etc., or ground water) ground water
_____, tributary to _____
- (2) Describe the purpose for which the water has been used and the time during the year when you have used the right claimed: Drilled June 1950
Amount 0.15 cfs Use Dom. 15 houses Period of Use: From Jan. 1 To Dec. 30
Amount 0.60 Use Irr. Period of Use: From Apr 15 To Oct. 1st
Amount _____ Use _____ Period of Use: From _____ To _____
(cfs, gpm or a/f) (dom., irri., stock, etc.) (both dates inclusive)
- (3) Total quantity of water claimed: 0.75 cubic feet per second, or _____ acre feet per annum, and/or _____ gallons per minute.
- (4) Priority claimed: (the date water was first applied to beneficial use) 1950 - Irrigation, 1962 - Irr. & Domestic
A claim is not acceptable on a ground-water source with a priority later than March 25, 1963 or on a surface-water source with a priority later than May 20, 1971. An exception to this rule is that a claim may be filed on domestic use from a ground-water source.

- (5) A) Point of diversion: (give location of point where water is diverted from its source)
S.E. 1/4 N.E. 1/4, Sec. 29 Twp. 3N. Rge. 3E. B.M. County of Ada
Additional points of diversion: _____

B) Describe means of diversion of water: (pump and pipeline, well, diversion dam, reservoir, length of ditch and field, etc.) Give sizes and capacities; be as specific as possible. Well and pump with pipe lines and reservoir

- (6) A) Describe location of use by listing number of irrigated acres within each 40-acre tract in appropriate box. If use is not for irrigation, place an "X" in appropriate box to show location.

T	R	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTAL
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
3N	3E	29	X			X		X	X						X				
3N	3E	28																	
3N	3E	29													5.0				5.0
3N	3E	28																	20.0

Total No. of acres 25.0

- B) If the water is used for other than irrigation, fully describe that use, being as specific as possible: _____
domestic purposes in area shown above for 152 individually purchased mobil homes.
- (7) If you are claiming water as a member of an organization, list name of organization: Barber Water Co.
Previously used by Henry W. Randall and Dallas Harris

United Water



United Water Idaho Inc.
8248 W. Victory Road
P.O. Box 190420
Boise, ID 83719-0420
telephone 208 362 7300
facsimile 208 362 1479

RECEIVED
APR 15 2004
Department of Water Resources

April 13, 2004

Dave Tuthill

Snake River Basin Adjudication Chief
Idaho Department of Water Resources
1301 N. Orchard
Boise, ID 83706-2237

Re: United Water Idaho SRBA Beneficial Use Claims

Dear Dave,

Enclosed with this letter is information supporting beneficial use claims filed by United Water Idaho Inc. in the Snake River Basin Adjudication for wells that are currently used or were in use through 1987. The associated water right numbers are:

63-04015
63-04424
63-04752
63-04414
63-04395

If I can help clarify anything with regards to this supporting information please call me at 362-7358.

Sincerely,

Roger Dittus PG
Hydrogeologist
United Water Idaho

Cc: Scott Rhead – United Water Idaho
John Marshall – Givens Pursley



63-04395

SRBA Beneficial Use Claim Information

HARDEN & COMPANY

EST. 1882

DEPARTMENT OF MINES

WALKER-NEER DRILLS • MacWHYTE WIRE-ROPE
BRECKENRIDGE • CAMERON • SPANG • TOOLS

ROUTE 1 • BOISE, IDAHO • PHONE EAGLE 939-171

Aug 31. Eckert well
Old Barber Lignite

Total Depth of well 77'
Static level 32'

Drawdown 0 at 2000 gal. per hr
Drilled June 1950

5" well casing length 78'-5" Well Depth 77'-8"

Log of Formation

Time	Driller	Time	Casing	Reel	Driller	Time	Type of Material	Other Remarks
6-0	Stone	7:30	8"	14-16	0	15	Top soil with gravel	
6-3	"	7:30.5	20-11	35-9	15	15	Clay and gravel	
			18-6	54-3	43	34	Cemented gravel	Hard
6-6	"	7:30.5	16-3	70-5	43	54	Cemented gravel	Little water at 50'
6-7	"	7:30.6			54	58	Cemented gravel	Working in
6-8	"	7:30.5			58	58	Cemented gravel	Shaf. 7:30 A.M. -
					68	46	Water Sand	to 1 P.M.
6-9	"	7:30.4			68	70	Sand	
6-11	"	7:30.6			70	70	Small gravel and sand	
	Stone				73	76	Large gravel	
	"				77	76	Sand	Back pipe
6-11	"	7:30.6						thin
6-12	"	7:30.7						
6-11.1	"	7:30						

Ramping well and from 11 A.M. - 7 P.M. cleaning out 4" from 8 A.M. - 11 A.M. Ramping well

30512

Copy Log #90

usds

CHRONIC & ASSOCIATES
CONSULTING ENGINEERS
707 NORTH 27TH
BOISE, IDAHO 83702

OFFICE PHONE 345-0780
LAB PHONE 345-0781

December 15, 1976

Barber Water Co., Inc.
7400 Warm Springs Avenue
Boise, Idaho

Re: Engineering Investigation
Water System

Gentlemen:

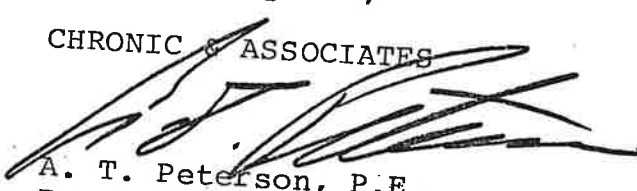
We are pleased to transmit five copies of the engineering investigation of the water system. The report is submitted in accordance with your authorization of November 1976. A summary of the major findings of the report, together with recommendations, is included in Chapter VI. Appended to the report is an operation and maintenance task plan and record forms.

We hope this investigation will be helpful in the orderly development of the company's water system.

Thank you for the opportunity to provide these services. If we can be of further assistance, please advise.

Very truly yours,

CHRONIC & ASSOCIATES



A. T. Peterson, P.E.
Partner

ATP:pc

CHAPTER III

THE WATER SYSTEM

General. In studying a water system, it is convenient to consider the system as being composed of three principle components. They are, (1) the Supply System, (2) the Distribution System, and (3) the Storage System. Limitations in either of these major components can be the cause of deficiencies in meeting water requirements. A discussion of these three components is included in this chapter together with a comparison of the system's capability to meet the projected demands as developed in Chapter 2.

THE SUPPLY SYSTEM

Existing Supply System. The present water supply for the Barber Water Co. system is derived from a well (well No. 1) ^{situated} ~~situation~~ on a portion of Lot 25, Block 3 of Golden Dawn Mobile Home Subdivision Unit No. 3. This well develops supply from sands and gravel at a depth of approximately 75 feet below the ground surface. It was drilled by Hardin & Company in June of 1950. The well is 8" in diameter, total depth is 77', with 70 1/2' of 8" diameter casing. The casing is terminated in a hard cemented gravel. A copy of the well log is attached in Appendix A.

This well is located on an easement on Lot 25. The access to the well and pump house is not sufficient for a well rig to get into the site to pull the pump or perform repairs on the well. That is, if obstructions were constructed to the easement lines, insufficient access results.

A question of the water right to this well has been raised by others, and two applications for "permit to appropriate" water from this well has been filed by others.

This well was originally used to supply a trailer court which was established in the earlier 1950's. It reportedly supplied water to 1 or more residences and between 25 and 35 trailer houses plus irrigation supplies for a portion of the old Barberton town site.

This well is equipped with a 25 hp., 220 v., 3 phase motor, O. A. Smith Corporation Model No. P324W488, Serial No. 4B62. Operation of the pump is controlled by a Healy Ruff Company Type C Rototrol pressure controller. It is equipped with a water lubricated vertical-shaft turbine pump. The length of column pipe, type of pump and operating characteristics are unknown at the time of this writing.

The well reportedly produces approximately 250 gpm at about 180' total head. As noted, the supply from this well is presently unmetered.

The existing pump reportedly was installed in 1962 or 1963.

The Barber Water Co. also has the right to use an existing well, consisting of a 60 hp. pump and motor situated adjacent to Newcastle Drive. This use is restricted to emergencies.

A review of the transaction by which Barber Water Co. acquired this "right of use" shows the following factors of importance:

1. The Barber Water Company has no title interest in the physical facility.

2. It has no right to perform maintenance or to keep the well in operation.
3. The owner of the well (Dallas Harris) has no contractual obligation to maintain the well in service for the possible benefit of Barber Water Co.

Accordingly we believe that the dependability of a water supply from this well, under the circumstances outlined above is very questionable.

Dependability of Supply. The estimated present demands for water are tabulated in Table 2. Because of the relatively large storage capacity (discussed later), the existing well is capable of meeting these demands including fire, assuming it is operational. However, the well is now some 26 years old, is unscreened and uncased for part of it's depth, and the pump is 14 to 15 years old. Also, the water right to this well (which constitutes the only source of supply currently under actual control of the Barber Water Co.) has been questioned. The alternate source of water, as noted, is a well effectively under the control of others. Under these circumstances, the present system does not constitute a sufficiently dependable water supply.

Required Present Supply Improvements. In order to improve the dependability of the supply system and to improve operation, the following minimum improvements are required:

1. Rearrange the piping in the No. 1 well pump house and install 4' main supply meter and totalizer.

*Pumping sand
Air in water*

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

CIVIL CASE NUMBER: 39576

Ident. Number

Date Received

Receipt Number

63-4395
11-14-03NOTICE OF CLAIM
TO A
WATER RIGHT
ACQUIRED UNDER STATE LAW

AMENDED

Please type or print clearly

1. Name of Claimant(s) United Water Idaho (UWID) Phone (208) 362-1300
Mailing Address 8248 W. Victory Road, P.O. Box 190420, Boise, ID Zip 83719-0420
2. Date of Priority (only one (1) per claim) June 1, 1950
3. Source of water supply (a) Ground water
which is tributary to (b) (not applicable)
4. a. Location of existing point of diversion is: Township _____ Range _____ Section _____,
_____ 1/4 of _____ 1/4 of _____ 1/4, Govt. Lot, _____ B.M., County of _____
Additional points of diversion if any: See Exhibit A for list of points of diversion
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 enlargement in use, the dimensions of the diversion works as
constructed and as enlarged and the depth of each well. The wells listed in Exhibit A are all connected to
UWID's integrated water delivery system.

SCANNED

NOV 17 2003

6. Water is claimed for the following purposes _____ (both dates are inclusive) _____ (cfs) _____ (acre feet)

For	<u>Municipal</u>	purposes from	<u>1/1</u>	to	<u>12/31</u>	amount	_____	or	_____
For	_____	purposes from	_____	to	_____	amount	_____	or	_____
For	_____	purposes from	_____	to	_____	amount	_____	or	_____
For	_____	purposes from	_____	to	_____	amount	_____	or	_____

7. Total quantity claimed (a) 0.75 (cfs) and/or (b) _____ (acre feet)

8. Total consumptive use claimed is (not applicable) acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number Of livestock Etc.) Municipal uses within municipal service area

10. Description of place of use: _____

[illegible]

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

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

If your answer is No, describe in Remarks below the authority you have to claim this water right.

14. Remarks:

Remarks:

- 14.
- Remarks:**

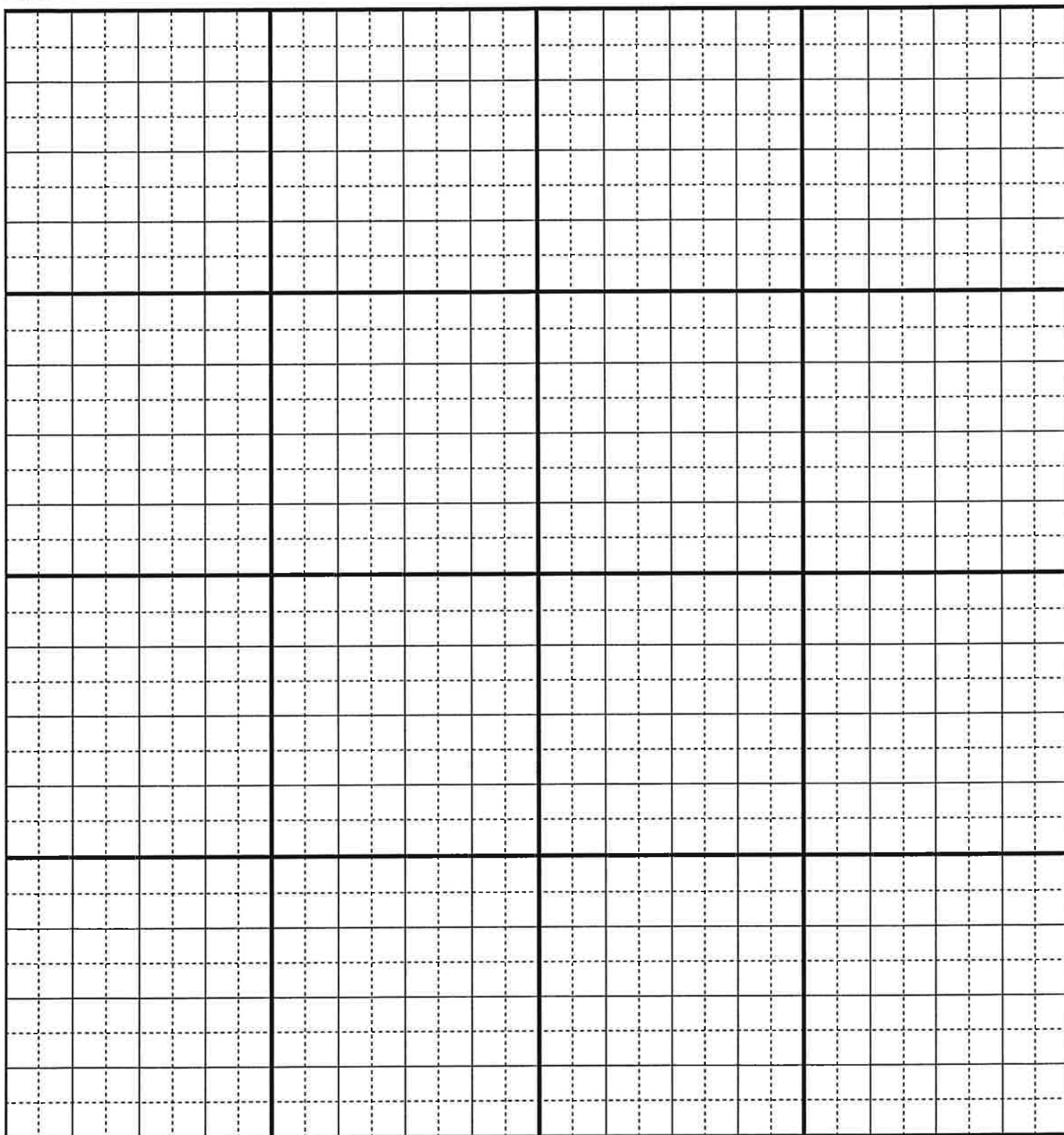
- | | |
|----|---|
| 1. | UWID is a municipal water provider and claims this right as a municipal right under the Municipal Water Rights Act of 1996 and/or the common law. |
| 2. | UWID operates and integrated water supply network involving numerous ground water rights . throughout its service area |

Last Name UWID Ident. No. 63-04395

SCANNED

NOV 17 2003

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.
Scale: 2 inches equals 1 mile **Please see Exhibit B**



Last Name UWID Ident. No. 63- 04395

SCANNED

NOV 17 2003

15. Basis of Claim (check one) Beneficial Use ☒ Posted Notice _____ License _____ Permit _____
Decree _____

If applicable provide IDWR Water Right Number 63-04395

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 Roger D. Dittus, P.G.

of United Water Idaho Inc., that I have signed the foregoing

Organization

document in the space below as A representative of United Water Idaho Inc.

Title

Organization

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

Signature of Authorized Agent Roger D. Dittus

Title and Organization Hydrogeologist, United Water Idaho Date 9-9-03

State of Idaho/or _____)

) SS.

County of Ada)

Subscribed and sworn (or affirmed) before me this 9th day of September 20 03

SEAL

Notary Public

Residing at Boise, IDAHO

My Commission Expires 07/14/2005

17. Notice of Appearance:

Please Print Name

Notice is hereby given that I, Christopher H. Meyer 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.

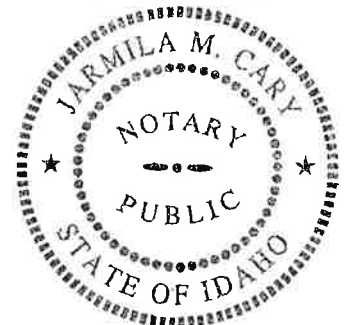
Signature Christopher H. Meyer

Christopher H. Meyer, Esq.
Givens Pursley, LLP
277 N. 6th St., Ste. 200
Boise, ID 83702

Address (208) 388-1200

Date NOV. 10, 2003

Last Name UWID Ident. Number 63-04395



SCANNED

NOV 17 2003

EXHIBIT A: CLAIMED POINTS OF DIVERSION

WELL NAME	TWN	RGE	SEC	TRACT	OWNER AS OF NOV. 19, 1987	WELL EXISTING AS OF NOV. 19, 1987?	PART OF UWID'S INTEGRATED SYSTEM AS OF NOV. 19, 1987?
Amity	3N	1E	36	NW,NW,NE	United Water	Yes	Yes
Arctic #1	3N	2E	8	NE,NE,NE	United Water	Yes	Yes
B.I.F.	3N	2E	27	SE,NW,SE	United Water	Yes	Yes
Barber #1(Durham)	3N	3E	29	SE,NE	Barber	Yes	No, but integrated in Barber system
Barber #2 (Licorice)	3N	3E	28	SW,NW	Barber	Yes	No, but integrated in Barber system
Bali Hai #1	3N	1E	3	SW,SE,NE	United Water	Yes	Yes
Beacon	3N	2E	14	NW,SE,NW	United Water	Yes	Yes
Bergeson	3N	2E	26	NW,NE,SE	United Water	No	No
Bethel	3N	2E	7	NE,SW,SW	United Water	Yes	Yes
Broadway	3N	2E	22	SE,SE,SE	United Water	Yes	Yes
Brookhollow No. 1	3N	1E	15	SE,NE	South County	Yes	No, but integrated in South County system
Byrd	3N	2E	33	SW,NE,NW	United Water	Yes	Yes
Cassia	3N	2E	16	NE,NE,SE	United Water	No	No
Cassia #2	3N	2E	16	NE,NE,SE	United Water	No	No
Centennial	3N	2E	25	NW,NW,SE	United Water	Yes	Yes
Central Park	3N	2E	2	NW,NE,NW	United Water	Yes	Yes
Chamberlin #1	3N	2E	22	SE,NW,NE	United Water	Yes	Yes
Chamberlin #2	3N	2E	22	SE,NW,NE	United Water	Yes	Yes
Cliffside	3N	2E	15	SW,NW,NW	United Water	Yes	Yes
Clinton	3N	2E	8	SW,NE,SW	United Water	No	No
Cole	3N	1E	24	NE,NE,SE	United Water	Yes	Yes
Country Club	3N	2E	28	SE,NW,NW	United Water	Yes	Yes
Country Square	3N	1E	23	NW,NW	South County	Yes	No, but integrated in South County system
Countryman Estates	3N	1E	23	SE,NW	South County	Yes	No, but integrated in South County system
Edgeview	3N	1E	16	SE,NE	South County	No	No
Fisk	3N	2E	6	SW,SE,SE	United Water	No	No
Five Mile Estates W. #2	3N	1E	27	SE,NE	South County	Yes	No, but integrated in South County system

SCANNED

NOV 17 2003

EXHIBIT A: CLAIMED POINTS OF DIVERSION

WELL NAME	TWN	RGE	SEC	TRACT	OWNER AS OF NOV. 19, 1987	WELL EXISTING AS OF NOV. 19, 1987?	PART OF UWID'S INTEGRATED SYSTEM AS OF NOV. 19, 1987?
Five Mile West #12	3N	1E	27	NW,SW	South County	Yes	No, but integrated in South County system
Floating Feather	4N	1E	5	SE,SW	United Water	No	No
Foxtail	4N	1W	24	SE,SW,SE	United Water	No	No
Franklin Park	3N	2E	18	SW,NW,NE	United Water	Yes	Yes
Frontier	4N	1E	34	SE,NE,SW	United Water	Yes	Yes
Goddard	4N	1E	36	SW,NE,NW	United Water	Yes	Yes
H.P.	4N	1E	27	SW,SE,NE	United Water	No	No
Hidden Valley Estates #1	2N	1E	3	SE,SE	South County	Yes	No, but integrated in South County system
Hidden Valley Estates #2	2N	1E	3	NE,SW	South County	Yes	No, but integrated in South County system
Hillcrest	3N	2E	20	SE,SE,NE	United Water	Yes	Yes
Hilton	3N	2E	17	SE,NE,SW	United Water	Yes	Yes
Hope	3N	1E	9	NE,SE,NE	United Water	No	No
Hummel	3N	2E	18	SW,NE,SW	United Water	Yes	Yes
Idaho	3N	2E	4	NE,SW,SW	United Water	Yes	Yes
Island Woods #1	4N	1E	16	NE,NW,SW (lot 5)	United Water	No	No
Island Woods #2	4N	1E	21	NW,NW,NW	United Water	No	No
J.R. Flat	2N	2E	2	SW,NW,NW	United Water	No	No
Joplin	4N	1E	27	NW,NW,SW	United Water	Yes	Yes
Kirkwood	3N	2E	19	SW,NE,NE	United Water	Yes	Yes
La Grange	3N	1E	34	NE,SW	South County	Yes	No, but integrated in South County system
Lizaso Well	3N	1E	15	SE,SW	South County	Yes	No, but integrated in South County system
Logger	3N	2E	24	NW,SW,NW	United Water	Yes	Yes
Longmeadow	3N	2E	13	NW,SW,NW	United Water	Yes	Yes
Mac	3N	2E	32	SW,NW,NW	United Water	No	No
Maple Hills #1	3N	1E	14	SW,NE,NE	United Water	Yes	Yes
Maple Hills #2	3N	1E	14	SE,NE,NE	United Water	No	No
Market	3N	2E	35	NE,NE,NW	United Water	No	No
McMillan	4N	1E	28	SE,SW,SW	United Water	No	No

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NOV 17 2003

EXHIBIT A: CLAIMED POINTS OF DIVERSION

WELL NAME	TWN	RGE	SEC	TRACT	OWNER AS OF NOV. 19, 1987	WELL EXISTING AS OF NOV. 19, 1987?	PART OF UWID'S INTEGRATED SYSTEM AS OF NOV. 19, 1987?
Mesa #1(Warm Springs)	3N	2E	24	NE,SW,NE	Warm Springs Mesa	Yes	No, but integrated in Warm Springs Mesa system
Mesa #2 (Warm Springs)	3N	2E	24	NE,SW,NE	Warm Springs Mesa	Yes	No, but integrated in Warm Springs Mesa system
Mesa #3 (Warm Springs)	3N	2E	24	NE,SW,NE	Warm Springs Mesa	Yes	No, but integrated in Warm Springs Mesa system
Overland #6	3N	2E	19	NW,NE,NW	United Water	Yes	Yes
Paradise	3N	1E	15	NE,SE	South County	Yes	No, but integrated in South County system
Pioneer	2N	2E	22	NE,NW,NE	United Water	No	No
Pleasant Valley	2N	2E	21	NW,NE,NW	United Water	No	No
Raptor	2N	2E	17	NW,NW,NW	United Water	No	No
Redwood Creek	4N	1E	7	SWNW (lot 2)	United Water	No	No
River Run	3N	2E	24	NE,SW,SE	United Water	Yes	Yes
Roosevelt #1	3N	2E	16	SW,NW,NW	United Water	Yes	Yes
Roosevelt #3	3N	2E	16	SW,NW,NW	United Water	Yes	Yes
Settlers	4N	1E	35	NW,NE,NW	United Water	Yes	Yes
Sherman Oaks	3N	1E	23	SE, SE	South County	Yes	No, but integrated in South County system
Sixteenth St.	3N	2E	9	SW,SE,NW	United Water	Yes	Yes
Spurwing	4N	1W	23	NE,SW	United Water	No	No
Sunset West #1	3N	1E	36	SE,NE,SE	United Water	Yes	Yes
Swift #1	3N	2E	30	SE,SW,SE	United Water	Yes	Yes
Swift #2	4N	2E	31	SE,SW,SE	United Water	No	No
Taggart #1	3N	2E	21	SW,NE,NE	United Water	Yes	Yes
Taggart #2	3N	2E	21	SW,NE,NE	United Water	No	No
Tenmile	2N	2E	17	NE,SE,NE	United Water	No	No
Terteling	3N	2E	36	NE,SW,NE	United Water	Yes	Yes
Twenty-seventh	3N	2E	4	SW,SW	United Water	Yes	Yes
Veterans	4N	2E	32	SW,SE,SE	United Water	No	No
Victory	3N	1E	27	NE,NE	South County	Yes	No, but integrated in South County system
Vista	3N	2E	28	NE,NE,NE	United Water	Yes	Yes
Westmoreland	4N	2E	31	NE,NW,SW	United Water	Yes	Yes

SCANNED

NOV 17 2003

EXHIBIT A: CLAIMED POINTS OF DIVERSION

WELL NAME	TWN	RGE	SEC	TRACT	OWNER AS OF NOV. 19, 1987	WELL EXISTING AS OF NOV. 19, 1987?	PART OF UWID'S INTEGRATED SYSTEM AS OF NOV. 19, 1987?
Willow Lane #1	4N	2E	32	NW,NW,NW	United Water	Yes	Yes
Willow Lane #2	4N	2E	32	NW,SW,NW	United Water	Yes	Yes
Willow Lane #3	4N	2E	32	NW,SW,NW	United Water	Yes	Yes

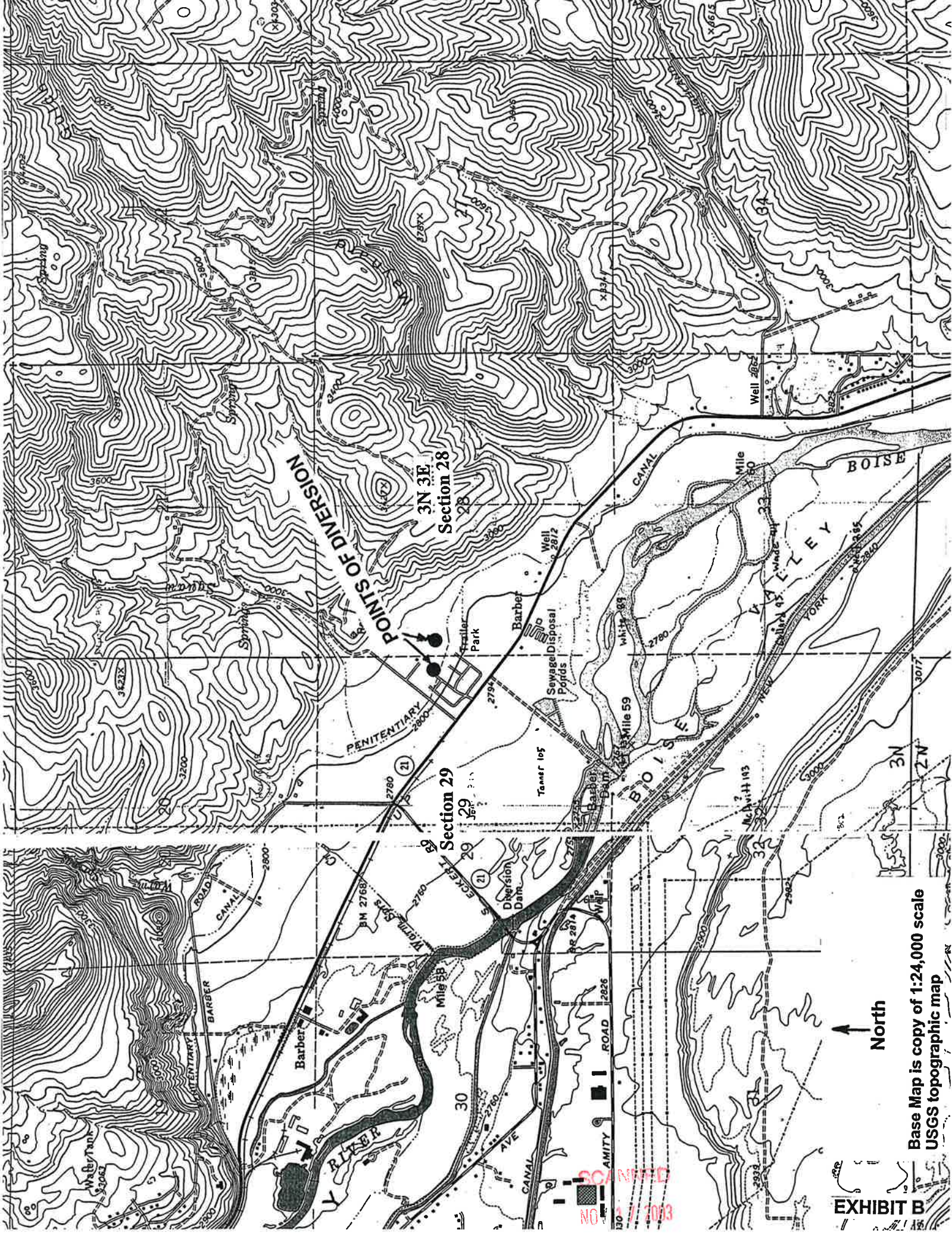
Notes:

(1) The following claimed rights are associated with the South County System: 63-7641, 63-7896, 63-7979, 63-7998, 63-8011, 63-8248, 63-8265, 63-8405, 63-8635, 63-9087, 63-9106, 63-9198, 63-9199, 63-9384, 63-10391.

(2) The following claimed rights are associated with the Barber System: 63-4395, 63-8385 and 63-10150.

(3) The following claimed right is associated with the Warm Springs Mesa System: 63-3457.

SCANNED
NOV 17 2003



Base Map is copy of 1:24,000 scale
USGS topographic map

EXHIBIT B

Exhibit B

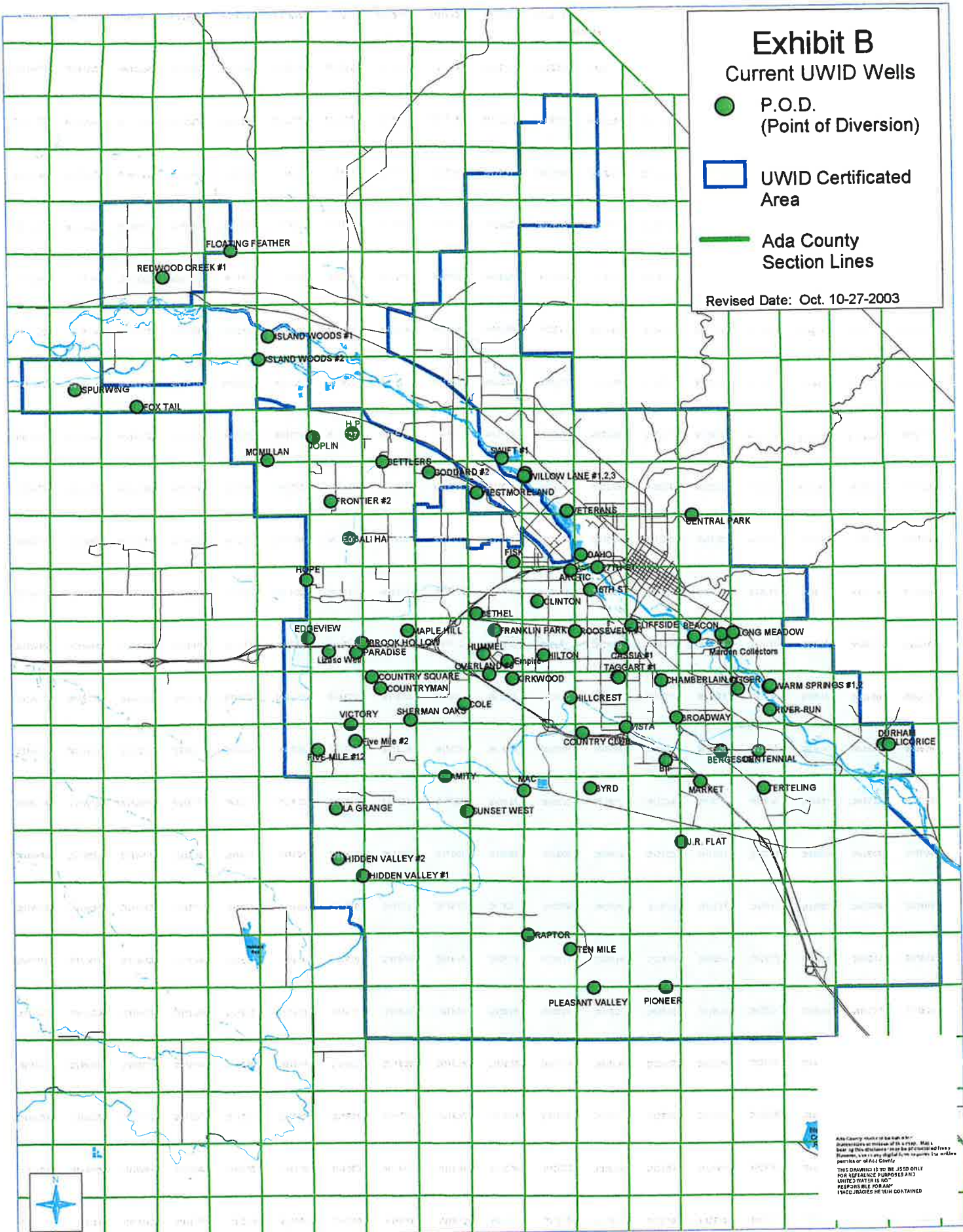
Current UWID Wells

● P.O.D.
(Point of Diversion)

□ UWID Certificated
Area

— Ada County
Section Lines

Revised Date: Oct. 10-27-2003



Ada County shall not be held liable for any damages or injuries resulting from the use of this map. This map is based on the best available information and is not a warranty of any kind. This map is for informational purposes only and should not be used for any other purpose. This map is not a warranty of any kind. This map is for informational purposes only and should not be used for any other purpose. This map is not a warranty of any kind. This map is for informational purposes only and should not be used for any other purpose.

SCANNED

NOV 17 2003

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
NUMBER: 39576
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM

CIVIL CASE

Ident. Number 63-4395
Date Received: 8/8/89
Receipt No: W004222
Received By:

**NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW**

1. Name of Claimant(s): UNITED WATER IDAHO INC Phone: (208) 362-1300

Address: 8248 VICTORY RD
BOISE ID USA 83709

2. Date of Priority: 06/01/1950

3. Source: Ground Water Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
03N	03E	28	SW NW 0		ADA
03N	03E	29	SE NE 0		ADA

5. Description of diverting works:

12" CS TO 74' - 10" TO 106, 15 HP SUB. PUMP-63'

12" CS TO 74' - 10" TO 106, 15 HP SUB. PUMP-63'

6. Water is used for the following purposes:

Purpose	From	To	C.F.S. (or) A.F.A
IRRIGATION	4/15 10/01	0.6	0

7. Total Quantity Appropriated is:
0.6 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
03N	03E	28	SE	NE	IRRIGATION	18
			SW	NW	IRRIGATION	2
Section Acres						20
Total Acres						20

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? Yes

13. Other Water Rights Used:

14. Remarks:

PRIORITIES ARE 1950 OF .6 CFS (IRR.) & 1952 OF .15 CFS (DOM.)
THIS CLAIM WAS ORIGINALLY FILED AS INDICATED ABOVE. IN THE SNAKE
RIVER ADJUDICATION THIS CLAIM HAS BEEN SEPARATED INTO TWO
CLAIMS FOR EACH PRIORITY DATE AND USAGE
CHANGE IN NUMBER OF IRR. ACRES FROM 25 TO 20. ALSO ADDED AN
ADDITIONAL DIVERSION POINT. AMOUNT OF WATER CLAIMED THE SAME

NAME / OWNERSHIP CHANGED BY DB 7/7/2000.

15. Basis of Claim: Statutory Claim

16. Signature(s) N / A

GIVENS PURSLEY LLP

LAW OFFICES

277 North 6th Street, Suite 200
PO Box 2720, Boise, Idaho 83701
TELEPHONE: 208 388-1200
FACSIMILE: 208 388-1300

Gary G. Allen
Christopher J. Beeson
Michael C. Creamer
Thomas E. Dvorak
Roy Lewis Eiguren
Jacqueline M. Fearnside
Jeffrey C. Fereday
Richard W. Jankowski
Amanda L. Keating
Karl T. Klein
Debora K. Kristensen

Franklin G. Lee
David R. Lombardi
Kimberly D. Maloney
John M. Marshall
Kenneth R. McClure
Kelly Greene McConnell
Cynthia A. Melillo
Christopher H. Meyer
L. Edward Miller
Patrick J. Miller
Judson B. Montgomery

Angela K. Nelson
W. Hugh O'Riordan
Kenneth L. Pursley
Virginia L. Stukel
Conley Ward
Stephanie C. Westermeier
Robert B. White

Raymond D. Givens
James A. McClure
OF COUNSEL

March 13, 2000

Kari Lyn Townsend
Idaho Department of Water Resources
1301 N. Orchard Street
Boise, ID 83729

RE: Water Right Nos. 63-04395, 63-08385, 63-10150, 63-12464, 63-17021

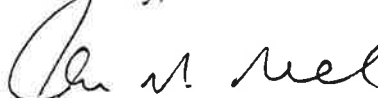
Dear Kari:

Enclosed please find a completed Assignment of Permit form and a Notice of Change of Water Right Ownership transferring ownership of water rights, a permit and adjudication claims from Barber Water Corp. to United Water Idaho, Inc. ("UWID").

I have attached a copy of the Agreement for Purchase and Sale which transfers the water system and water rights to UWID to the Notice of Change of Ownership. You may note that the agreement is contingent upon approval by the Idaho Public Utility Commission ("PUC"). The PUC granted approval of the sale in January of this year through Order No. 28205. The order is lengthy and I am not including it on the assumption that the sale agreement will suffice. If needed, a copy of the order can be found at <http://www.puc.state.id.us/orders/28205.htm> or I can send a copy.

I am also sending a copy of this letter to the Western Regional Office so that they may change the adjudication records. Please let me know if there is anything else you need to complete the ownership transfer.

Sincerely,



John M. Marshall

JMM/jbg

Enclosure

cc: Denise Buffington
Scott Rhead

RECEIVED

MAR 14 2000

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
IDAHO DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE OF WATER RIGHT OWNERSHIP

Please print or type. Attach pages with additional information. Instructions are on the back of this page.
Incomplete forms will be returned.

1. Water Right No(s).: 63-04395, 63-08385, 63-10150, 63-17021
Adjudication Claim No(s).: A63-04395, A63-08385, A63-10150, A63-17021

2. The following REQUIRED information must be submitted with this form:

A. A copy of the most recent DEED, TITLE POLICY, CONTRACT OF SALE or other legal document indicating your ownership of the property and water rights or claims in question, WITH ATTACHED LEGAL DESCRIPTION.

AND

B. PLAT OF PROPERTY or SURVEY MAP for parcel of ten acres or less. (These are usually attached to your deed or on file with the county.)

OR

C. For water rights or adjudication claims involving ten or more irrigated acres, a USDA Farm Service Agency AERIAL PHOTO with irrigated acres outlined and point(s) of diversion clearly marked.

3. Name and address of Former Owner/Claimant Barber Water Corp.
3630 Dunham Way, Boise, ID 83706

4. New Owner/Claimant(s) United Water Idaho, Inc.
Name Connector (Check one): ☐ and, ☐ or, ☐ and/or
New Mailing Address 8248 Victory Road
City, State and ZIP Code Boise, ID 83709
New Telephone Number (208) 362-1300

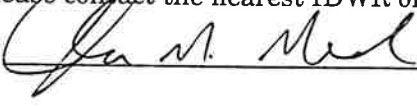
5. Date you acquired the property August 18, 1999

6. If you have acquired only a portion of the former owner's property, IDWR may need to split the water right(s) or adjudication claim(s). If this applies, describe in detail your portion of each water right or adjudication claim in the spaces below. If necessary, attach additional pages.

Number of acres you irrigate _____ Number and type of stock _____

Diversion rate in CFS _____ Number of homes _____ Other uses _____

If a water right or adjudication claim is being split and you are not sure how to identify your portion of the original right or claim, please contact the nearest IDWR office for assistance.

7. Signature of New Owner or Claimant(s)  Date 2-28-00

(Corporations or other organizations must submit a list of directors and/or officers demonstrating authority to sign form.) Date _____

8. For Snake River Basin Adjudication Claims: Please attach a notice of Appearance completed by your attorney, if you wish IDWR to correspond with him or her for all matters related to your claims.

SPECIAL POWER OF ATTORNEY

United Water Idaho, Inc., an Idaho corporation, hereby appoints the attorneys of Givens Pursley LLP, 277 North 6th Street, Suite 200, Boise, Idaho, 83701 as its true and lawful attorneys for the purpose of signing on its behalf the following forms for submission with the Idaho Department of Water Resources:

- 1) Request for Extension of Time to Provide Additional Time in Which to Submit Proof of Beneficial Use for a Water Right Permit;
- 2) Notice of Change of Water Right Ownership;
- 3) Application for Amendment of Permit to Appropriate the Waters of the State of Idaho;
- 4) Notice of Protest;
- 5) Application for Transfer of a Water Right;
- 6) Proof of Beneficial Use;
- 7) Application for Exchange of Water;
- 8) Application for Extension of Time to Avoid Forfeiture of a Water Right;
- 9) Application to Sell or Lease a Water Right to the Water Supply Bank;
- 10) Application for Temporary Approval of a Water Application;
- 11) Application for Permit to Appropriate the Waters of the State of Idaho;
- 12) Any application of submission in connection with the requirements of the Municipal Water Rights Act of 1996;
- 13) Any other document in support or furtherance of any of the above.

All may rely on such authority. This Special Power of Attorney shall be effective until revoked in writing by United Water Idaho, Inc.

For purposes of the exercise of the powers herein granted, the facsimile signature of said attorneys shall be lawful and binding and any person may rely upon such facsimile signature as if it were an original.

IN WITNESS WHEREOF, I have signed this special power of attorney effective the 18th day of February, 2000.



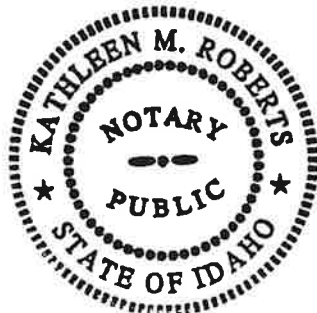
Gregory P. Wyatt
President, United Water Idaho

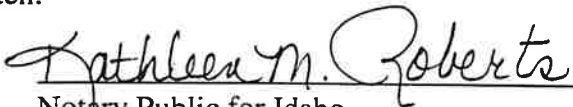
ACKNOWLEDGMENT

State of Idaho)
) ss.
County of Ada)

On this 18th day of February, 2000, before me, a Notary Public, in and for said County and State, personally appeared Gregory P. Wyatt, known or identified to me to be the President, of United Water Idaho, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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





Notary Public for Idaho
Residing at Boise
My Commission expires 12-11-2001

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE is made by and among **BARBER WATER CORP.**, an Idaho corporation (hereinafter referred to as the "Barber" or as "Seller"), and **UNITED WATER IDAHO INC.**, an Idaho corporation (hereinafter referred to as "United" or as "Buyer").

RECITALS

A. Seller owns and operates a domestic water system in Golden Dawn and Barberton Mobile Home Park Subdivisions located near Highway 21 in Ada County, Idaho.

B. Seller desires to sell to Buyer, and Buyer desires to acquire the domestic water system and related tangible and intangible property described in Section 1(a) (hereinafter sometimes collectively referred to as the "Property").

C. Contingent upon requisite approval by the Idaho Public Utilities Commission and closing of the sale contemplated by this Agreement it is contemplated that Buyer will furnish uninterrupted, quality domestic water service to the area now served by Barber.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the terms, conditions and mutual covenants herein set forth, the parties hereto mutually covenant and agree as follows:

1. AGREEMENT FOR SALE AND PURCHASE

Seller agrees to sell, transfer and convey, and Buyer agrees to purchase, all for a purchase price and subject to and upon each of the terms and conditions hereinafter set forth, the following:

(a) Domestic Water System. All tangible personal property and only that tangible personal property used and useful in connection with the operation and maintenance by Seller of Seller's domestic water distribution system and the furnishing of water services including, without limitations, wells, pumps, reservoir, appurtenances, equipment, valves, pipes, water lines, meters, meter boxes, machinery, inventory, surveys, maps and supplies (all hereinafter collectively referred to as the "Domestic Water System" or as the "Tangible Property"). The Domestic Water System/Tangible Property includes the items

listed on attached **EXHIBIT A**. The Domestic Water System pipelines are depicted on the illustrative map attached hereto as **EXHIBIT B**.

(b) **Intangible Property**. All intangible property and only that intangible property used and useful in connection with the operation and maintenance by Seller of the Domestic Water System and the furnishing of water services including, without limitation, customer lists and records, customer deposits, maintenance records, tariffs and rules and regulations governing the rendering of service and extension of service to future development, franchises, permits, certificates (all hereinafter collectively referred to as "Intangible Property").

(c) **Real Property**. All real property and only that real property used and useful in connection with the operation and maintenance by Seller of the Domestic Water system, which is more fully described in **EXHIBIT C**.

2. PURCHASE PRICE AND PAYMENT TERMS:

The purchase price shall be FIFTY-EIGHT THOUSAND DOLLARS (\$58,000.00), payable on the Closing Date.

3. TITLE MATTERS

(a) Seller shall deliver or cause to be delivered to Buyer not more than twenty (20) days after the date of execution hereof, complete and current information and copy request searches of all Uniform Commercial Code ("UCC") Financing Statements filed with the Secretary of State of Idaho and with the Recorder of Ada County, Idaho, in the name of Seller as Debtor, evidencing that all items of Domestic Water System/Tangible Property and Intangible Property being sold hereunder are free and clear of all liens, claims and encumbrances; or, if so encumbered, Seller shall cause the same to be terminated or released on or before the Closing Date. Seller shall pay the cost of such UCC searches and terminations or releases.

(b) Seller shall furnish, not more than twenty (20) days after the date hereof a commitment for a title insurance policy (the "Commitment"), dated after the date hereof, issued by a Title Insurer in the amount of the Purchase Price, showing marketable and insurable title to the Property to be in the Seller subject only to: (i) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by payment of money or otherwise on the Closing Date and which Seller shall so remove at that time; and (ii) permitted exceptions as set forth herein. If the Commitment shall disclose defects, encumbrances, or exceptions to title not reasonably acceptable to Buyer, Buyer shall disapprove by giving written notice thereof to Seller within thirty (30) days from the date of Buyer's notice, to remove the same or to have the Title Insurer commit to insure against loss or damage that may be occasioned by such unpermitted exceptions by special endorsement in form and with

increased title insurance in an amount equal to the amount of any policy modifications issued thereof, which are satisfactory to Buyer in Buyer's reasonable discretion.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER

Seller hereby represents, covenants and warrants to Buyer that as of the date of execution hereof and as of the Closing Date:

(a) That there shall be no change in the ownership, operation or control of the Property from the execution date to the Closing Date.

(b) None of the following contracts or obligations are outstanding: (i) contracts, agreements or other obligations for the sale, exchange, transfer or encumbrance of all or any portion of the Property, tangible or intangible; or (ii) refundable customer deposits, recapture agreements, contracts, agreements, service contracts, maintenance agreements, leases, licenses, invoices, bills, understandings of any nature, written or oral, formal or informal, affecting or relating to the service, maintenance, revenue collection, use or other functions pertaining to the Property or the operation thereof which may not be terminated upon thirty (30) days' notice, and unless Buyer delivers a written notice to Seller to the contrary, shall be terminated effective as of the Closing date.

(c) Seller has no employees engaged in the operation or maintenance of the subject Property.

(d) To the best of Seller's knowledge, after reasonable investigation, there has not been any notice or request from any insurance company or board of fire underwriters setting forth any defects or inadequacies in connection with the Property which might affect the insurability thereof or requesting the performance of any work or alteration of the Property. Seller shall promptly comply with any notices received after the date of execution thereof and shall deliver to Buyer a copy of any such notice together with evidence of compliance therewith; provided, however, that the foregoing shall not apply to notices relating to matters occurring on or after the Closing Date.

(e) The premiums due on all fire hazard, liability and other insurance policies held by Seller in connection with the Property have been and shall be paid when due by Seller, and the policies remain and shall remain uncanceled and in full force and effect through the Closing Date, and that any and all proceeds of any insurance received on account of any damage to the Property shall be applied to the repair of the Property.

(f) To the best of Seller's knowledge, after reasonable investigation, there are and shall be no condemnation or judicial proceedings, administrative actions or examinations, claims or demands of any type which have been instituted or which are pending or threatened against Seller, the Property, or any part thereof. In the event Seller receives notice of any such proceeding, action, examination or demand, Seller shall promptly deliver a copy of such notice to Buyer.

(g) To the best of Seller's knowledge, after reasonable investigation, there are no actions or proceedings pending or threatened against Seller before any court or administrative agency which would result in any material adverse change in the title to the Property, and no assignment for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened against Seller or the Property.

(h) To the best of Seller's knowledge, after reasonable investigation, there are and shall be no liens or claims against the Seller and/or applicable to the Property for federal or state taxes or any other charges whatsoever, and that no portion of the Property is affected by any special assessment, whether or not constituting a lien thereof.

(i) That all debts, liabilities and obligations of Seller arising from the ownership and operation of the Property including, but not limited to, salaries, taxes and accounts payable, have been paid as they become due and mature and will continue to be so paid from the date hereof until the Closing Date, except for accrued payables incurred in the ordinary course of business which Seller shall pay in a timely manner.

(j) To the best of Seller's knowledge, after reasonable investigation, there is currently adequate access to and from the Tangible Property from the adjoining public streets, highways, roads and ways, and no fact or condition exists which would result in the termination of current access to and from the Tangible Property to the adjoining public streets, highways, roads and ways.

(k) To the best of Seller's knowledge, after reasonable investigation: (i) Seller and the Property, and the use and operation thereof, are in compliance with all applicable governmental laws, ordinances, regulations, certificates, licenses, permits and authorizations, and there are presently in effect all certificates, licenses, permits and other authorizations necessary for the use, occupancy and operation of the Property as it is presently be operated; (ii) there exists no condition with respect to the operation, use or occupancy of the Property which violates any public utility, environmental, zoning, building, health, fire or similar law, ordinance or regulation relative to the maintenance, operation, use or occupancy of the Property. Seller shall promptly comply with any notices received after the date hereof and shall promptly deliver to Buyer a copy of any such notice together with evidence of compliance therewith.

(l) To the best of Seller's knowledge, after reasonable investigation, the property (i) constitutes an operating Domestic Water System for which Seller has obtained or is entitled to obtain all necessary permits, licenses and water rights necessary or required to operate such Domestic Water System including Idaho Department Environmental Quality "Approved" status; and (ii) is operated by Seller in compliance with all applicable laws in connection with the operation of a water system and the distribution of water thereof. At the reasonable request of Buyer, Seller will furnish to Buyer further reasonable information relating to the matters set forth above or relating to the operation and maintenance of the Property.

(m) That Barber is an Idaho corporation which has been duly organized and is validly existing and in good standing as a corporation under the laws of the State of Idaho, and has full power and authority to own and convey its properties and conduct its business as described herein.

(n) That to the best of Seller's knowledge, after reasonable investigation, neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will result in a breach of or a default under any agreement, document or instrument to which Seller is a party or a violation of any order or decree of any court, administrative agency or governmental body to which Seller or the Property is subject.

(o) That Buyer (or representative of Buyer) will be afforded full and complete access to all Property, assets, books, accounts, records, and/or documents in the possession of or under the control of Seller, and to provide all such information in connection with the operation and maintenance of the Property as Buyer may request.

(p) That Seller will assist and cooperate with Buyer in obtaining any and all consents, certificates, licenses, permits and/or approvals required by any governmental agency or body as a condition to the operation and maintenance of the Property.

(q) Environmental Laws and Regulations. After making reasonable inquiry, Seller is aware of no spill of oil or other hazardous materials, or any other violation under any environmental law, rule, or regulation, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. §6901 et seq.) as such have been amended or supplemented as of the Closing Date, and the regulations promulgated pursuant thereto and in effect as of the Closing Date ("Environmental Laws"). For purpose of this Agreement, "Hazardous Material" means petroleum or any substance, material or waste which is regulated under any Environmental Law in the jurisdictions in which the Company conducts its business including, without limitation, any material or substance which is defined as or considered to be a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "pollutant," "toxic waste" or "toxic substance" under any provision of Environmental Laws.

(r) Superfund/CERCLA. To the best of Seller's knowledge, the place of the location of the Assets is not subject to Superfund or Spill Compensation Act Liens and that it is not listed on the National Priorities List under CERCLA or on any similar state list which is the subject of federal, state or local enforcement actions.

(s) Hazardous Materials. To the best of Seller's knowledge, the premises are not presently and have not presently been affected in any way by any Hazardous Material. If any such Hazardous Material is found to be present on the property as of the closing, the Purchaser may, at its option, terminate this Agreement and thereupon neither party shall have any further claim against the other.

The representations, covenants and warranties contained herein shall survive the Closing Date indefinitely. Seller shall defend, indemnify and hold Buyer harmless from and against any and all claims, losses, liabilities, expenses and damage (including

reasonable attorney fees) which Buyer may incur resulting from the breach of any of the representations, covenants and warranties contained herein, including incidental and consequential damages.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER:

Buyer hereby represents, covenants and warrants to Seller that as of the date hereof and as of the Closing Date:

- (a) That Buyer is an Idaho corporation which has been duly organized and is validly existing and in good standing as a corporation under the laws of the State of Idaho, and has full power and authority to: (i) acquire title to the Property; (ii) enter into this Agreement; and (iii) carry out and consummate the transactions contemplated by this Agreement.
- (b) That the execution and delivery of this Agreement by the signatories hereto on behalf of Buyer and the performance of this Agreement by Buyer have been duly authorized by Buyer. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will: (i) result in a breach of or a default under any agreement, document or instrument to which Buyer is a party or by which Buyer is bound; or (ii) violate any existing statute, restriction, order, writ, injunction or decree of any court, administrative agency or governmental body to which Buyer is subject.
- (c) That there is no action, suit, proceeding, inquiry, or investigation before any court, governmental agency or instrumentality pending or, to the knowledge of Buyer, threatened, against Buyer wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated by this Agreement.

6. CONDITIONS PRECEDENT TO CLOSING

(a) Conditions Precedent to Buyer's Obligations. This Agreement, and Buyer's obligation to close the transaction contemplated herein, are subject to the following express conditions precedent. Notwithstanding anything to the contrary which may be contained herein, each of the conditions precedent may be waived in writing by Buyer, such conditions being for the exclusive protection and benefit of Buyer.

- (i) That there shall not have been any material damage, destruction or loss adversely affecting the Property.
- (ii) That Seller shall have delivered to Buyer the written consent of any third parties, if required, to the assignment of any contracts, leases and/or other executory agreements that constitute part of the Property.
- (iii) That Buyer shall have satisfied itself that the quality of water distributed to the public through the operation of the Property is

in conformity with and does not violate any federal or state water quality standards.

- (iv) That Buyer shall have satisfied itself that the Property shall constitute an operating water system that does not have its operations interrupted due to lack of any governmental approvals, certificate, licenses or permits.

(b) Further Condition Precedent. Buyer and Seller agree that consummation of the transaction contemplated by this Agreement is also subject to Buyer (at its expense) obtaining an approval and order from the Idaho Public Utilities Commission that:

- (i) Confirms that Buyer will be permitted in future rate proceedings to earn the total purchase price as herein set forth of the Property and up to \$55,000.00 in capital investment;
- (ii) Authorizes the issuance of a certificate of convenience and necessity by the Commission indicating approval of the transaction contemplated hereby.
- (iii) Confirms the right of Buyers to provide service to the area being serviced by Seller as of the date hereof; and
- (iv) Confirms the right of United to provide service at rates set forth in an Application that will be or has been filed with the Commission.

Notwithstanding anything contained in this Agreement to the contrary, the parties acknowledge and agree that the conditions precedent in the connection with the Commission's ruling in connection with the matters contained in this Agreement are paramount. Accordingly, if there is any portion of such ruling by the Commission that, in either Buyer's or Seller's discretion, is substantially inconsistent with this Agreement the parties, or a party, may, within five (5) business days after receipt of such Commission ruling, provide the other party with written notice that this Agreement is null and void, and the parties shall have no further obligations or liabilities hereunder. If neither party provides such notice in the time permitted, the parties agree to amend this Agreement, within thirty (30) days of both parties' receipt of such ruling by the Commission, to the effect that this Agreement, shall be made consistent with the Commission's ruling.

(c) Failure of a Condition Precedent. In the event of a failure of any condition precedent set forth herein, Buyer may declare this Agreement null and void, and the parties shall have no further obligations or liabilities hereunder.

7. CLOSING RELATED MATTERS; POST-CLOSING

(a) Closing Date; Time of the Essence. The closing shall take place not later than thirty (30) days after receipt of the regulatory approvals set forth in paragraph 7(b) (the "Closing Date"); provided, however, that if the thirtieth (30th) day not be a

business day, then the Closing Date shall be the next Tuesday after the thirtieth (30th) day.

(b) Conditions to Closing. In the event that Seller fails to perform any of Seller's obligations hereunder Buyer shall have the right to attempt to cure such failure for a period of up to thirty (30) days, charging Seller for any reasonable incurred costs in so doing. After the expiration of said thirty (30) day period, Buyer shall either: (1) proceed to close, deducting all cost of cure incurred by Buyer from the Cash otherwise due at Closing; (ii) terminate this Agreement by written notice to Seller; or (iii) exercise all of Buyer's rights granted pursuant to Paragraph 11.

(c) Closing. The closing of the transaction contemplated herein shall take place at the office of McDevitt & Miller, LLP, 537 West Bannock, Suite 215, Boise, Idaho.

(d) Possession. Possession of the Property shall be delivered to Buyer on the Closing Date.

(e) Post-Closing Actions. Subsequent to the Closing and the Closing Date, each party will take such actions and execute and deliver such documents (to convey title or otherwise) as the other party shall reasonably request, or otherwise carry out the transaction and the intentions contemplated by this Agreement. The foregoing will include (without limitation) the following:

(f) Cooperation. The parties will cooperate in coordinating the prompt, orderly transition of supply of domestic water to the Subdivisions by United.

(g) Billing. Upon the closing date, or as soon immediately prior thereto as possible, Seller shall render bills to its customers for water service provided up that date, and Seller shall be entitled to receive the revenue resulting therefrom. Thereafter, Buyer shall render bills for water service provided after the closing date and shall be entitled to receive the revenue resulting therefrom.

8. CLOSING DOCUMENTS

(a) Seller's Deposits. On the Closing Date, Seller shall deliver the following documents to the Escrowee.

- (1) Bill of Sale executed by Seller with full warranties of title conveying the Tangible Property to Buyer.
- (2) General Assignment executed by Seller transferring the Intangible Property to Buyer.
- (3) Certified copies of all resolutions adopted by Seller's Board of Directors.
- (4) Warranty Deed executed by Seller.
- (5) Originals, if available, of all certificates, licenses, permits, authorizations, and approvals required by law, and issued by all governmental authorities having jurisdiction.

- (6) Such other documents as the Buyer or its attorneys may reasonably require in order to effectuate or further evidence the intent of any provision in this Agreement.
- (7) Title Insurance Owner's policy.

All of the documents and instruments to be delivered by the Seller hereunder shall be in form and substance reasonably satisfactory to counsel for Buyer.

(b) Buyer's Deposit. On the Closing Date, Buyer shall deliver the following documents:

- (1) Such non-recourse documents as Seller or its attorneys may reasonably require to effectuate the terms hereof.
- (2) Cash, official bank check or wire transfer of funds in an amount sufficient to meet Buyer's obligations hereunder.
- (3) The order of the Idaho Public Utilities Commission approving the transaction.

All of the documents and instruments to be delivered by Buyer hereunder shall be in form and substance reasonably satisfactory to counsel for Seller.

9. PRORATIONS AND ADJUSTMENTS

The following items shall be prorated and adjusted as of the Closing Date:

- (a) General real estate taxes, and all other levies and charges against the Property for the year in which the Closing Date shall occur, which are accrued but not yet due and payable. Buyer shall not be liable for any state, county, federal income, excise or sales tax liabilities of Seller.
- (b) All accounts payable and other obligations incurred by Seller prior to the Closing Date shall be caused to be paid or performed by Seller on or before the Closing Date or as soon as principal thereafter, and Buyer assumes no obligations or responsibility for the payment or performance thereof. Bills received after Closing which relate to expenses incurred or service performed allocable to the period prior to the Closing Date shall be paid by Seller.
- (c) Such other items as are customarily prorated in transactions of the type contemplated in this Agreement.

All such prorations shall be based on the most recent ascertainable bills, and be made on the basis of the actual number of days of the year and month which shall have elapsed as of the Closing, and to the extent reasonably practicable such prorations shall be made at the Closing. Such items of income and expenses for the period prior to the Closing date will be for the account of Seller and such items of income and expense for the period on and after the Closing Date will be for the account of Buyer, all as determined by the accrual method of accounting.

10. DEFAULT AND REMEDIES

- (a) Default by Buyer. If Buyer should fail to consummate the transaction contemplated herein for any reason, except by default by Seller, Seller may elect any one or more of the following remedies: (i) to enforce specific performance of this Agreement and in such action Seller shall have the right to recover damages suffered by Seller by reason of the delay in the acquisition of the Property; (ii) to bring suit for damages for breach of this Agreement; (iii) to terminate this Agreement whereupon Buyer will reimburse Seller for Seller's out-of-pocket expenses incurred with respect to this transaction, including reasonable attorney fees; or (iv) pursue any and all remedies at law or equity.
- (b) Default by Seller. If Seller should fail to consummate the transaction contemplate herein for any reason, except failure of a condition precedent set forth in paragraph 7 which is not waived by Buyer, or default by Buyer, Buyer may elect any one or more of the following remedies: (i) to enforce specific performance of this Agreement and in such action Buyer shall have the right to recover damages suffered by Buyer by reason of the delay in the acquisition of the Property; (ii) to bring a suit for damages for breach of this Agreement; (iii) to terminate this Agreement whereupon Buyer will reimburse Seller for Seller's out-of-pocket expenses incurred with respect to this transaction, including reasonable attorney fees; or (iv) pursue any and all remedies at law or equity.

11. INDEMNIFICATION AND DEFENSE OF CLAIMS

- (a) Sellers Indemnity. Seller will indemnify, defend and hold Buyer harmless against and in respect of:
 - (i) All liabilities or obligations of, or claims against the Seller not assumed by the Buyer pursuant to this Agreement.
 - (ii) Any damage or deficiency resulting from any breach of warranty.
 - (iii) All actions, suits, proceedings, demands, assessments, judgments, reasonable court costs and attorney fees and expenses incident or incurred by Buyer in connection with any of the foregoing.
- (b) Buyer's Indemnity. Buyer shall indemnify and hold Seller harmless against and in respect of:
 - (i) All liabilities or obligations of, or claims against the Buyer not assumed by the Seller pursuant to this Agreement.
 - (ii) Any damage or deficiency resulting from any breach of warranty.
 - (iii) All actions, suits, proceedings, demands, assessments, judgments, reasonable court costs and attorney fees and expenses

incident to or incurred by Seller in connection with any of the foregoing.

12. BROKERAGE

Each of the parties represents and warrants to the other that it has not incurred and will not incur any liability for finder's or brokerage fees or commissions in connection with this Agreement.

13. INTERVENING DAMAGE OR LOSS

Seller shall deliver the Property to Buyer in substantially the same condition on the Closing Date as on the date hereof, excepting therefrom ordinary wear and tear. If, prior to the Closing Date, all or a substantial portion of the of the Property having a replacement value in excess of \$1,000.00 is destroyed by fire and other casualty or is taken or made subject to eminent domain proceedings, then Seller shall immediately notify Buyer. Thereupon Buyer shall, at its opinion have the right to:

- (a) Terminate this Agreement.
- (b) Complete this transaction, in which event Seller shall: (i) deliver to Buyer a duly executed assignment of all insurance proceeds or condemnation awards payable as a result of such fire, casualty, or condemnation, in form and substance satisfactory to Buyer and (ii) pay the amount of any deductible thereunder. Seller represents and warrants that Seller shall maintain until the Closing Date full replacement cost insurance for the Property; or
- (c) Complete this transaction, in which event Buyer shall receive a credit on the Closing Date in an amount equal to the cost of repair or replacement of such damage or loss.

14. NOTICES

All notices required or desires to be given under this Agreement shall be in writing and delivered personally or sent by facsimile or by first class United States mail, postage prepaid, addressed as follows:

- (a) If to Seller: David C. Triplett
Barber Water Corp.
3350 Triplett Lane
Boise, Idaho 83712
Tel. (208) 344-4527

James Reese

- (b) If to Buyer: William Linam
United Water Idaho, Inc.
PO Box 7488
Boise ID 83703

Tel. (208) 362-1704

Fax. (208) 362-1479

with a copy to:

Dean J. Miller, Esq.

537 W. Bannock, Ste. 215

P.O. Box 2564

Boise, Idaho 83701

Tel. (208) 343-7500

Fax: (208) 336-6912

or to such other address as either party may from time to time designate by written notice given to the other party in the manner provided herein. Any notice given in accordance with the foregoing shall be deemed to have been given (i) on the date upon which it shall have been delivered or (ii) three (3) days after being deposited in the United States mail, whichever is first. If sent by facsimile transmission, such notice shall be deemed to have been given when received prior to 5:00 p.m. on a business day; otherwise, at 9:00 a.m. on the next business day.

15. MISCELLANEOUS

- (a) This Agreement may not be assigned by any party without the consent of the other party hereto; provided, however, that Buyer may assign all of its right, title and interest in this Agreement to an affiliate. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
- (b) Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday or Legal Holiday, such time for performance shall be extended to the next business day.
- (c) This Agreement may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same agreement.
- (d) The terms, provisions, covenants (to the extent applicable) and indemnities shall survive the closing and deliver of the bill of sale, and this Agreement shall not be merged therein, but shall remain binding upon and for the parties hereto until fully observed, kept or performed.
- (e) This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof.
- (f) Buyer and Seller shall each respectfully pay any attorney fees they have respectively incurred for the preparation, negotiation and review of this Agreement.
- (g) The captions at the beginning of the several paragraphs, respectively, are for the convenience in locating the context, but are not part of the text.

- (h) In the event any term or provision of this Agreement shall be held illegal, invalid or unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.
- (i) This Agreement shall be governed by the laws of the State of Idaho.
- (j) By virtue of this Agreement, Buyer does not, in any way or for any purpose, become a partner of Seller in the conduct of its business, or otherwise, or become a partner of Seller in the conduct of its business, or otherwise, or become a joint venturer or a member of a joint enterprise with Seller.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the respective dates set forth below, effective as of 8/18, 1999.

SELLER:

BARBER WATER CORP.

By: James Miller

*Date: Aug 17, 1999

BUYER:

UNITED WATER IDAHO INC.
An Idaho corporation

By: William C. Jones

*Date: 8/18/99

*The last date shown shall be the "effective date" of this Agreement.

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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: A63-04395
Date Received: 8/08/1989
Receipt No: W004222
Received By: LW

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: BARBER WATER CORP. INC. 208-344-4527
Address: C/O ANN TRIPLETT
3550 TRIPLETT LN.
BOISE, ID 83712

2. Date of Priority: JUN 01, 1950

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4 of	Lot	County
03N	03E	28		SW	NW		ADA
		29		SE	NE		ADA

5. Description of diverting works:
12" CS TO 74' - 10" TO 106, 15 HP SUB. PUMP-63'

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
IRRIGATION	04/15	10/01	0.600		

7. Total Quantity Appropriated is:
0.600 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4 of	Lot	Use	Acres
03N	03E	28	SE	NE		IRR	18.0
			SW	NW		IRR	2.0

Section Acres 20.0

A63-04395

Page 1

Date: 08/21/89

MICROFILMED
AUG 20 1992

10. Place of Use: Continued

Total Acres 20.0

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:

A63-08385, A63-10150, A63-17021

14. Remarks:

PRIORITIES ARE 1950 OF .6 CFS (IRR.) & 1952 OF .15 CFS (DOM.).

THIS CLAIM WAS ORIGINALLY FILED AS INDICATED ABOVE. IN THE
SNAKE RIVER ADJUDICATION THIS CLAIM HAS BEEN SEPARATED INTO TWO
CLAIMS FOR EACH PRIORITY DATE AND USAGE.

CHANGE IN NUMBER OF IRR. ACRES FROM 25 TO 20. ALSO ADDED AN
ADDITIONAL DIVERSION POINT. AMOUNT OF WATER CLAIMED THE SAME.

15. Basis of Claim: STATUTORY CLAIM

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 Organizations:

I do solemnly swear or affirm that I am _____ of

Title
_____, that I have signed the foregoing
Organization
document in the space below as _____ of
Title
_____ and that the statements contained in the
Organization
foregoing document are true and correct.

Signature of Authorized Agent

Title and Organization

Date

State of Idaho)
County of _____) SS.

Subscribed and sworn (or affirmed) before me this _____ day
of _____ 19 _____

Notary Public

Seal

Residing at _____

My Commission Expires _____

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

RECEIVED

AUG 17 1989

Ident. Number: A63-04395
Date Received: 5/16/1989
Receipt No: _____
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

Department of Water Resources
Western Regional Office

1. Name: C/O ANN TRIPLETT BARBER WATER CORP. INC. 208-344-4527
Address: 3550 TRIPLETT LANE
BOISE, ID 83712

2. Date of Priority: JUN 01, 1950

3. Source: GROUNDWATER Trib. to:

4. Point of Diversion:

Township Range Section 1/4 of 1/4 of 1/4 Lot County
03N 03E 29 SE NE ADA
28 SW NW

5. Description of diverting works: 12" casing & 74' - 10" & 106'-
15 H.P. Sub Pump - 63'

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	10/01	0.600		

7. Total Quantity Appropriated is:
0.600 C.F.S. (and/or)

A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
03N	03E	28	SE	NE		IRR	18.0
			SW	NW		IRR	2.0

Section Acres 20.0

A63-04395

Page 1

Date: 08/07/89

MICROFILMED

AUG 20 1992

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
03N	03E	29	NE	SE	IRR	~~5.0~~ <i>AD</i>
Section Acres						5.0 <i>AD</i>
Total Acres						~~25.0~~ 20 <i>AD</i>

11. Place of use in counties: ADA

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
A63-08385, A63-10150

14. Remarks:
PRIORITIES ARE 1950 OF .6 CFS (IRR.) & 1952 OF .15 CFS (DOM.).
THIS CLAIM WAS ORIGINALLY FILED AS INDICATED ABOVE. IN THE
SNAKE RIVER ADJUDICATION THIS CLAIM HAS BEEN SEPARATED INTO TWO
CLAIMS FOR EACH PRIORITY DATE AND USAGE.

15. Basis of Claim: STATUTORY CLAIM

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/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): David C. Tugwell Date: 8-8-89
_____ Date: _____

State of Idaho)
County of Ada) SS.

Subscribed and sworn (or affirmed) before me this 8 day

of Aug 19 89

Seal

Daniel E. Tugwell
Notary Public

Residing at Boise Id

My Commission Expires 9/15/94

A63-04395

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 01/22/97
PAGE: 1

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
---------------	----------------	------------------	-----------	-----------------------	-------------------	---------------------

C BARBER WATER CO INC	06/01/1950	IRRIGATION	04-15	10-01	0.60 CFS
-----------------------	------------	------------	-------	-------	----------

TOTAL DIVERSION: 0.60 CFS

Water Source: GROUNDWATER

Tributary to:

Stage: STATUTORY CLAIM

Point(s) of Diversion:

T03N R03E S28
S29

SENE
MNMS

ADA County
ADA County

Place of use Legal Description for: IRRIGATION

MS MN

35

[illegible]

TOTAL ACRES 20.0

POU County: ADA

Other Rights: A63-08385, A63-10150, A63-17021

Other Water Rights with Same Point(s) of Diversion and Source:
A63-07103 A63-08385 A63-10150 A63-17021

Remarks: GEN

PRIORITIES ARE 1950 OF .6 CFS (IRR.) & 1952 OF .15 CFS (DOM.).

THIS CLAIM WAS ORIGINALLY FILED AS INDICATED ABOVE. IN THE SNAKE RIVER ADJUDICATION THIS CLAIM HAS BEEN SEPARATED INTO TWO CLAIMS FOR EACH PRIORITY DATE AND USAGE.

CHANGE IN NUMBER OF IRR. ACRES FROM 25 TO 20. ALSO ADDED AN ADDITIONAL DIVERSION POINT. AMOUNT OF WATER CLAIMED THE SAME.

Dates: **Exam Made Date:**

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:

Field Inspection
Presumption Flag:



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

Adj: [Signature]
✓ ROXANNE
— WEST-AJ
— WATER ALLOW.
WEST
PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

January 22, 1997

RECEIVED

JUN 24 1997

WATER RESOURCES
WESTERN REGION

WANDA BORUP
5429 PRINCESS DR
BOISE ID 83712

RE: Barber Water Company water rights

Dear Ms. Borup:

In response to your inquiry about water right filings associated with Barber Water Company and the Golden Dawn subdivision, I have been able to gather the following information.

Water Right Filings

Statutory claim 63-04395 was filed in November of 1976 by Barber Water Co., Inc., for domestic and irrigation use for 25 homes and 25 acres of irrigation with a 1952 priority. A statutory claim represents the claimant's belief that a water right was established before filing an application for permit became mandatory. Unlike licensed or decreed water rights, statutory claims have not been investigated and confirmed as water rights by IDWR or by a court of law.

Water Right License 63-08385, which carries a 1977 priority date, was issued in 1988 to Barber Water Co., Inc., for domestic purposes for 152 homes in Golden Dawn subdivision.

In 1979 Water Right Permit 63-08386 lapsed because the permit holder, Barber Water Co., Inc., did not submit proof of beneficial use. A lapsed permit is of no further force or effect. The permit, which was issued in 1976, had authorized the development of a water use for the Golden Dawn subdivision.

In 1986 Water Right Permit 63-08371 lapsed because the permit holder, Golden Dawn Estates Homeowners Assn., did not submit proof of beneficial use. The permit, which was also issued in 1976, had authorized the development of a water use for 152 homes.

In 1986 Water Right Permit 63-08372 lapsed because the permit holder, James W. Rutherford, did not submit proof of beneficial use. The permit, which was also issued in 1976, had authorized the development of a water use for 152 homes. There is a memorandum in this file which explains that application 63-08372 was filed because Mr. Rutherford was concerned that the Golden Dawn Estates Homeowners Assn. may not have been a legally organized entity. Mr. Rutherford

Wanda Borup
January 22, 1997
Page 2

apparently intended 63-08372 to be a "backup" filing in case there was some problem with 63-08371.

Water Right License 63-10150, which carries a 1983 priority, was issued in 1988 to Barber Water Corp. for domestic and irrigation purposes for an additional 65 homes and 3.8 acres.

I have enclosed printouts showing the information from filings 63-04395, 63-08385, and 63-10125. They are marked with a blue highlighter.

Snake River Basin Adjudication Filings

The Snake River Basin Adjudication (SRBA), which commenced in 1987, is a huge court proceeding intended to confirm and decree most of the water rights in Idaho. People with existing water rights were required to file notices of claim (claims) with IDWR. Claims have been filed by Barber Water Co., Inc., for licensed rights 63-08385 and 63-10150 and for statutory claim 63-04395. In addition, Barber Water Co., Inc., filed claim A63-17021 asserting a different priority date for a portion of the total use represented by statutory claim 63-04395.

I have enclosed printouts showing the information from these SRBA claims. They are marked with a pink highlighter.

If you have any questions, please contact me at 208-327-7946.

Respectfully,

A handwritten signature in cursive script that reads "Shelley Walter Keen".

Shelley Walter Keen
Water Rights Supervisor

Enclosures

c: Adjudication Bureau



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705 - (208) 334-2190

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

August 9, 1989

David Triplett
Barber Water Corp., Inc.
3550 Triplett Lane
Boise, ID 83712

Dear Mr. Triplett;

Enclosed you will find the Notices of Claim to a Water Right which we discussed in our conversation this morning. These are numbered A63-04395 and A63-17021.

A63-04395 contains the additional 5 acres which must be deleted and A63-17021 contains the domestic usage which was listed in the northwest quarter of section 29. I have circled the areas which need to be deleted.

Please line these changes out and put your initials and the date of deletion by each change. Once I receive these I will send a copy of the modified claims to you-along with the claims that are already correct, with receipt.

Thank you for your assistance in this. Feel free to call if you have any questions.

Sincerely,

Linda A. Werner
Linda A. Werner
Sr. Water Resource Agent
Adjudication Section

Enclosures: A63-04395
A63-17021

*Thank you Linda
call me if you need
more information
D Triplett
344-4527*

MICROFILMED

AUG 20 1992