

ADDENDUM NO. 1
to
WATER SHARE AND WATER SUPPLY AGREEMENT
by and between
THE CITY OF BOISE CITY
and
THE SOUTH BOISE MUTUAL IRRIGATION CO. LTD
and
BARBER MILL INVESTMENTS, LLC

RECEIVED

JUN 07 2019

**WATER RESOURCES
WESTERN REGION**

THIS ADDENDUM NO. 1 TO THE WATER SHARE SUPPLY AGREEMENT ("Addendum No. 1") is made and entered into this 4th day of June, 2019 (the "**Effective Date**"), by and between the city of Boise City ("**City**"), by and through its Department of Public Works, and South Boise Mutual Irrigation Co. LTD, an Idaho non-profit corporation ("**SBMIC**"), and Barber Mill Investments, LLC, ("**BMI**"). Separately, the City, SBMIC, and BMI may be referred to as a "**Party**" and jointly, the City, SBMIC, and BMI may be referred to as the "**Parties**."

WHEREAS, on March 22, 2011, the Boise City Council and Mayor approved Resolution Number 21259, authorizing the execution of the Water Share and Water Supply Agreement ("**Agreement**") between the City, SBMIC and BMI, attached as **Exhibit A** to this Addendum No. 1; and

WHEREAS, the Agreement provided for the City's acquisition from SBMIC of twenty-seven (27) shares for mitigation related to Water Permit No. 63-33341 and six (6) shares for mitigation for Water Permit No. 63-33052 at Marianne Williams Park; and

WHEREAS, upon completion of the project at Marianne Williams Park, only five (5) acres were developed, which resulted in one (1) unused share; and

WHEREAS, the City is currently developing the new Golda Harris Nature Preserve. This Park site is located adjacent to the west end of Marianne Williams Park between East Warm Springs Avenue and the Boise River; and

WHEREAS, the City desires to use the one (1) unused share for mitigation at Golda Harris Nature Preserve; and

WHEREAS, the Parties wish to modify the Agreement to reflect using this one (1) unused share for mitigation at Golda Harris Nature Preserve.

NOW, THEREFORE, in return for good and valuable consideration, including the agreements set forth herein, the receipt and sufficiency of such consideration being hereby acknowledged, the Parties do hereby enter into the Addendum No. 1 to the Agreement with the following modification to the Agreement:

ADDENDUM NO. 1 TO AGREEMENT

A. Original Anticipated Shares for Mitigation.

1. Original Estimates. As stated in Section C of the Recitals of the Agreement, the City originally anticipated that the Marianne Williams Park would consist of 27 acres and would include ponds with a total water surface of approximately 6 acres.

2. Original Permits. The original shares were acquired to mitigate for Applications for Permit Nos. 63-33341 and 63-33052. The six (6) shares were acquired by the City to mitigate for the pond under Permit No. 63-33052.

B. Actual Current Use and New Mitigation.

1. Actual Mitigation Use. Upon completion of the project at Marianne Williams Park, only five (5) acres were developed as pond area, resulting in one (1) unused share under the original Agreement.

2. New Permit and Application. The City has now submitted Application for Permit No. 63-34625 and desires to use the unused share of the original agreement as mitigation for the Golda Harris Nature Preserve. The City's Application for Permit and Proposed Mitigation Plan are attached as **Exhibit B** to this Addendum No. 1. The Parties agree to allow this one (1) unused share originally purchased for mitigation of Permit No. 63-33052 to be used for mitigation of Application for Permit No. 63-34625.

C. No Other Modification to Agreement. Except as expressly modified herein, each and every provision of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the authorized representative of each of the Parties subscribed his or her name as of the day and year first above written.

END OF AGREEMENT
[SIGNATURES FOLLOW ON NEXT PAGE]

FOR THE CITY OF BOISE:

By: 
David H. Bieter, Mayor

Date: June 4th, 2019

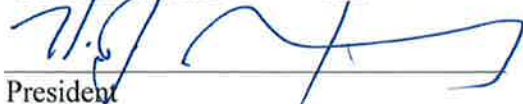
ATTEST:

By: 
Lynda Lowry, Ex-Officio Boise City Clerk



Date: June 4th, 2019

FOR SOUTH BOISE MUTUAL IRRIGATION CO. LTD

By: 
President

Date: 5/28/2019

ATTEST:

By: 

Date: 5/28/2019

BARBER MILL INVESTMENTS, LLC

By: 
Manager David W. Turnbull

Date: May 20, 2019

Exhibit A

WATER SHARE AND WATER SUPPLY AGREEMENT

THIS WATER SHARE AND WATER SUPPLY AGREEMENT ("Agreement") is made and entered into this 3/5/11 day of March, 2011, between THE SOUTH BOISE MUTUAL IRRIGATION CO. LTD, an Idaho non-profit corporation ("SBMIC"), and the CITY OF BOISE CITY, an Idaho municipal corporation, by and through its Department of Parks & Recreation ("City"), and BARBER MILL INVESTMENTS, LLC, an Idaho limited liability company ("BMI").

RECITALS

A. SBMIC owns those certain Boise River water rights decreed in the Snake River Basin Adjudication as water right numbers 63-242B, 63-243F, 63-243G, 63-280, 63-281, 63-282, 63-283A, 63-284A and 63-2392E (the "SBMIC Water Rights"). SBMIC also holds contracts that entitle it to water stored in the Boise River reservoir system. SBMIC holds and delivers the Water Rights and storage water entitlements for the use and benefit of its shareholders.

B. SBMIC delivers water to its shareholders in accordance with the number of company shares ("Share(s)") held at the rate of one miner's inch per Share, subject to the company's rules and regulations.

C. The City owns a 77-acre park site known as Marianne Williams Park ("Park"), located on the north side of the Boise River adjacent to Harris Ranch in the Barber Valley of which approximately 27 acres will be irrigated and that will include ponds with a total water surface area of approximately 6 acres.

D. BMI owns a 54-acre site adjacent to the Park that BMI intends to develop for commercial, residential and other mixed uses, approximately 13 acres of which will be irrigated.

This new development is called "Barber Station."

E. City and BMI desire to divert water from the Boise River through a diversion structure (herein called the "Walling Diversion") for irrigation at Marianne Williams Park and Barber Station. The City filed Application for Permit No. 63-33341 with the Idaho Department of Water Resources ("IDWR") to irrigate 40 acres in the Park and Barber Station with a diversion rate of 0.8 cfs. The City and BMI anticipate assigning a portion of the permit to BMI sufficient to allow the irrigation of 13 acres by BMI in Barber Station. In order for IDWR to process Application for Permit 63-33341, the City must submit a mitigation plan that identifies a portion of an existing, senior right(s) in the Boise River that will no longer be irrigated in lieu of the new use proposed in the Application.

F. The City filed Application for Permit No. 63-33052 with IDWR to divert shallow ground water into ponds in the Park that will intercept shallow ground water that is tributary to the Boise River. In order for IDWR to process Application for Permit 63-33052, the City must submit a mitigation plan that identifies a portion of an existing, senior right(s) in the Boise River that will no longer be irrigated in lieu of the new use proposed in the Application.

G. The City and BMI seek to obtain Shares and to use the water associated with those Shares as mitigation for the water rights to be obtained pursuant to Applications for Permit Nos. 63-33341 and 63-33052 by leaving the portion of SBMIC's water rights associated with the acquired Shares undiverted in the Boise River.

H. The City and BMI desire to obtain, and SBMIC desires to convey, a sufficient number Shares to allow the use of water under SBMIC's Water Rights for the mitigation use contemplated by the City and BMI at the Park and Barber Station.

I. The parties enter this Agreement to establish terms and conditions to accomplish the following: (1) acquisition of Shares by the City and BMI; and (2) modification of SBMIC's Water Rights to state that the appropriate portion is assigned to mitigation for Applications for Permit Nos. 63-33341 and 63-33052.

NOW, THEREFORE, for and in consideration of the promises and of the covenants, agreements and conditions hereinafter set forth, the parties agree each with the other as follows:

A. ACQUISITION OF SBMIC SHARES

1. Acquisition of Shares. The City and BMI shall acquire from SBMIC, and SBMIC shall convey to the City and BMI, the number of Shares sufficient to mitigate for Applications for Permit Nos. 63-33341 and 63-33052. The parties anticipate, as indicated in the attached mitigation plans, that the City and BMI will acquire a total of 46 Shares: i) 40 Shares to mitigate the irrigation Permit No. 63-33341, 27 of which will be acquired by the City and 13 of which will be acquired by BMI; and ii) 6 Shares to be acquired by the City to mitigate the pond Permit No 63-33052. [The final number of Shares to be conveyed shall be reduced in the event IDWR issues a Final Approval (defined below in Section B.2.) of each of the permit applications that requires less mitigation than contemplated in the attached mitigation plans.] The conveyance of the Shares shall occur in two phases. In the first phase (the "Municipal Closing,") the City will acquire 6 Shares within 30 days of Final Approval (defined below in Section B.2.) of Application for Permit No. 63-33052. The second conveyance of Shares (the "Irrigation Closing") shall occur within 30 days of Final Approval (defined below in Section B.2.) of Application for Permit No. 63-33341.

2. SBMIC Articles, By-Laws, Proportionate Share of Water. The City and BMI agree to be bound by the Articles of Incorporation, By-Laws and policies and procedures of

SBMIC ("Rules"), as presently constituted and as may be modified or amended from time to time. The City and BMI acknowledge and accept that, as shareholders of SBMIC, they will be entitled to receive only their proportionate share of the water actually available to SBMIC shareholders at any particular point in time pursuant to SBMIC's natural flow rights and storage entitlements, and the City and BMI specifically recognize that SBMIC rights are subject to curtailments by the Boise River Watermaster. In order to ease its record-keeping burden, IDWR has requested that SBMIC identify only a single right out of its water right portfolio for mitigation. Accordingly, the parties agree that SBMIC right 63-243G will be designated for mitigation in IDWR's records. However, even though only the single right is identified in the database, the parties agree that the City and BMI actually share in the delivery of all of SBMIC's water rights and storage and will be treated in the same manner as all other shareholders in sharing the effects of cuts to the delivery of SBMIC's water rights. BMI and the City agree that following the acquisition of the Shares, they shall have an obligation under the Rules to pay annual assessments at the same rates as other shareholders in SBMIC even though SBMIC will not own, operate and maintain the diversion works and transmission facilities that carry water to the Park and Barber Station. BMI and the City further agree and acknowledge that pursuant to the Rules, Shares held for mitigation entitle to the holder to only 1/2 vote per Share.

3. Ownership, Control and Beneficial Use of Water Rights. SBMIC will continue to hold legal title to the Water Rights represented by the City's and BMI's shares in SBMIC. The City and BMI agree that this Agreement does not confer on them any right to modify or transfer the Water Rights except as provided in this Agreement.

4. Enforcement. The City and BMI agree that the billing address for the Shares held

by BMI will be the same address as the City, and SBMIC may send the bills for assessments associated with BMI's shares to the City. The City agrees that it will pay to SBMIC the assessments levied for the BMI Shares so that SBMIC may look only to the City to collect the assessments levied pursuant to this Agreement. The City and BMI will allocate the assessment amounts between them pursuant to a separate agreement. In the event the City does not pay the annual assessments levied pursuant to the Rules for the Shares conveyed to either the City or BMI pursuant to this Agreement, SBMIC has the right to curtail the diversions at the Walling Ditch contemplated in this Agreement through the following process: If the City and/or BMI has failed to pay its annual assessment within 45 days after the date the assessment is due, SBMIC may send the City and BMI notice of its intent to lock the headgate at the Walling Ditch (the "SBMIC Notice"). The SBMIC Notice must be sent to both the City and BMI. If within 30 days after receipt of the SBMIC Notice, the City and/or BMI continue to fail to pay the past due assessment(s), then SBMIC may, through an agent of its choice, lock the headgate at the Walling Ditch to prevent the diversions contemplated by this Agreement, and the City grants SBMIC a limited license to access the Walling Diversion for this purpose. SBMIC shall promptly remove the lock after the past due assessments are paid.

5. Termination of Mitigation. In the event the City and BMI fail to pay annual assessments for a period of 3 consecutive years, SBMIC shall have the right to cancel the Shares conveyed pursuant to this Agreement (the "Mitigation Shares") and terminate its mitigation obligation through the following process: If the City and BMI have failed to pay the annual assessments for a period of 3 consecutive years, SBMIC may send the City and BMI notice of its intent to cancel the Mitigation Shares (the "Cancellation Notice"). The Cancellation Notice must be sent to both the City and BMI. If within 30 days after receipt of the Cancellation

Notice, the City and/or BMI continue to fail to pay the past due assessment(s), then SBMIC may cancel the Mitigation Shares and record the cancellation in its books. If the Mitigation Shares are cancelled pursuant to the process described above, SBMIC's obligation to leave the portion of its Water Rights in the Boise River for mitigation as contemplated in this Agreement shall cease, and SBMIC may use that portion of its Water Rights dedicated to mitigation for other purposes as it sees fit.

B. WATER RIGHT APPLICATIONS

1. Filing and Prosecution of Applications for Permit. As noted above, the City has filed Applications for Permit Nos. 63-33341 and 63-33052 with IDWR. The City and BMI shall diligently prosecute the applications with IDWR. SBMIC shall execute any all other documents required by IDWR or other agencies or entities whose consent may be required to complete the processing of the Applications for Permit, including, without limit, mitigation plans for each of the two rights describing the mitigation contemplated in this Agreement. SBMIC also agrees to cooperate fully with and to aid the City and BMI in every necessary respect, including the supplying of information or documents presently possessed by or readily available to SBMIC, to complete the processing of the applications. The City and BMI shall keep SBMIC fully informed as to the status of the applications.

2. Approval of Applications for Permit. A "Final Approval" of Applications for Permit Nos. 63-33341 and 63-33052 shall occur upon receipt of a final, unappealable IDWR approval of each application with conditions of approval that are acceptable to the City and BMI and mitigation plans that are acceptable to SBMIC. If for any reason a Final Approval of either Application for Permit cannot be obtained, this Agreement may be terminated or modified.

C. DELIVERY SYSTEM. BMI and the City will own and be responsible for the

construction, maintenance and operation of the diversion and transmission facilities used to convey water to the Park and Barber Station.

D. FEES, COSTS AND EXPENSES

1. Preparation, Filing and Prosecution of Applications for Permit. Each party to this Agreement shall pay all attorney and engineering fees, and any other fees, costs, and other expenses incurred by them in preparing, reviewing, and filing the Applications for Permit or this Agreement.

2. Performance. The City and BMI have paid all costs, fees and other expenses involved in the design and construction of the diversion and delivery System to the properties described in the Applications for Permit, and SBMIC shall have no obligation or responsibility whatsoever for payment of any such costs or expenses.

3. Enforcement. Should either party incur costs or attorney fees in connection with efforts to enforce the provisions of this Agreement or any agreement executed pursuant hereto, whether by institution of suit or not, the party rightfully enforcing or rightfully resisting enforcement of such provisions, or the prevailing party in case suit is instituted, shall be entitled to reimbursement for its costs and reasonable attorney fees from the other party.

G. MISCELLANEOUS

1. No Claims Created. Nothing in this Agreement shall create or support a claim of estoppel, waiver, prescription or adverse possession by either party hereto or any third party against either party hereto.

2. Assignment. Neither this Agreement nor any agreement entered into pursuant to this Agreement may be assigned or transferred without the prior written approval of the Parties, which approval shall not be unreasonably withheld.

3. Amendment and Modification. Any amendment or modification of this Agreement must be in writing and signed by all parties to be enforceable.

4. Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. This Agreement is not intended for the benefit of any third party and is not enforceable by any third party. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, all remaining provisions of this Agreement shall remain in full force and effect. The parties represent and warrant to each other that they each have authority to enter this Agreement. The catchlines or section headings herein set forth are provided only for the convenience of the parties in locating provisions of the Agreement, and are not intended to be aids in interpretation of any provision of the agreement with respect to which the parties might disagree at some future time, and shall not be considered in any way in interpreting or construing any provision of the Agreement.

5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and its respective successors, assigns, heirs, personal representatives, purchasers, or transferees of any kind. BMI agrees that its transferee and successor to this Agreement shall consist of a property owner's association constituted with the authority to comply with this Agreement and to perform and enforce compliance with SBMIC's regulations, policies and procedures. The association shall be entitled to organize its members, assess for costs, collect assessments and dues and deliver such funds to SBMIC for its ongoing financial obligations to SBMIC, and distribute SBMIC water to and within the subdivision boundary.

6. Notices. Any and all notices, demands, consents and approvals required pursuant to this Agreement shall be hand delivered, or if sent by mail shall be certified, postage prepaid, return receipt requested, addressed to the parties as follows, or to such other addresses as the

parties provide pursuant to the provisions of this paragraph:

The SBMIC Water Company
South Boise Mutual Irrigation Co., LTD
1120 Chamberlin Street
Boise, ID 83706

City of Boise
Attn. Director
Department of Parks & Recreation
1104 Royal Blvd
Boise, ID 83706

Barber Mill Investments, LLC
12601 W. Explorer Dr., #200
Boise, ID 83713

with a copy to:

City of Boise
Legal Department
Post Office Box 500
Boise, Idaho 83701

Notices shall be deemed to have been delivered upon hand deposit in the United States mail as provided above.

7. Recording. Notice of this Agreement shall be recorded on any plats, original, additions thereto, or resubdivisions of the property covered by this Agreement.

8. Counterparts. This Agreement may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, SBMIC has hereunto caused its corporate name to be subscribed by its officers first hereunto duly authorized by resolution of its Board of Directors, the City has hereunto caused its municipal name to be subscribed and its seal to be affixed by its officers first thereunto duly authorized by resolution of its City Council, and BMI has caused its corporate name to be subscribed by its duly authorized officers, all as of the day and year herein first above written.

THE SOUTH BOISE MUTUAL IRRIGATION CO. LTD

By: [Signature]
Its President

Date: 3/15/11

ATTEST:

By: [Signature]
Its Secretary

Date: 15 March 2011

THE CITY OF BOISE

By: [Signature]

David H. Bictor
Mayor

Date: March 23, 2011

ATTEST:

By: [Signature]

Craig Croner
Interim City Clerk

Date: March 23, 2011



BARBER MILL INVESTMENTS, LLC

By: [Signature]

David W. Turnbull, Manager

Date: March 31, 2011

**MITIGATION PLAN
APPLICATION FOR PERMIT 63-33052**

The City of Boise, Parks and Recreation Department ("Applicant") submits this plan to provide for the mitigation of the consumptive use of ground water that will occur as a result of the storage use proposed by the above referenced permit application. Mitigation is required because the proposed ponds, which will have a surface area of approximately 6 acres, will intercept and evaporate ground water that is tributary to a reach of the Boise River that is fully appropriated by senior rights except during times when upstream reservoirs are being emptied for flood control purposes.

This mitigation plan proposes to mitigate the depletive effects of the proposed ponds on the Boise River by ceasing the irrigation of six acres of irrigation under water right 63-243G, which is held in the name of the South Boise Mutual Irrigation Co., Ltd. ("SBMIC"). Applicant and SBMIC have an agreement whereby Applicant will acquire 6 SBMIC shares, each of which entitle the holder to the delivery of water sufficient to irrigate 1 acre at a rate of one-inch per acre. SBMIC agrees that the 6 acres associated with the 6 shares being acquired by Applicant will no longer be used for irrigation and instead will be used for mitigation of the permit 63-33052, and appropriate remarks on right 63-243G to this effect is authorized. SBMIC and the Applicant agree that the designation of a single water right held by SBMIC for mitigation under this Plan is for administrative convenience only, and that for purposes of actual water administration, Applicant's diversions made pursuant to 63-20041 are mitigated proportionally by all of SBMIC's water rights.

SBMIC has reviewed and approves this mitigation plan.

THE SOUTH BOISE MUTUAL IRRIGATION CO. LTD

By 
Its President

**MITIGATION PLAN
APPLICATION FOR PERMIT 63-33341**

The City of Boise, Parks and Recreation Department ("Applicant") submits this plan to provide for the mitigation of the consumptive use of water that will occur as a result of the irrigation use proposed by the Application for Permit no. 63-33341. Mitigation is required because the reach of the Boise River from which the Applicant proposes to divert under the permit application is fully appropriated by senior rights during the irrigation season except during times when the upstream reservoirs are being emptied for flood control purposes.

This mitigation plan proposes to mitigate the depletive effects on the Boise River of the proposed irrigation use of 40 acres by ceasing the irrigation of a corresponding number of acres of irrigation under water right 63-243G, which is held in the name of the South Boise Mutual Irrigation Co., Ltd. ("SBMIC"). Applicant and SBMIC (or assigns) have an agreement whereby Applicant will acquire 40 SBMIC shares, each of which entitle the holder to the delivery of water sufficient to irrigate 1 acre at a rate of one-inch per acre. SBMIC agrees that the 40 acres associated with the 40 shares being acquired by Applicant will no longer be used for irrigation and instead will be used for mitigation of the permit 63-33341, and appropriate remarks on right 63-243G to this effect is authorized. SBMIC and the Applicant agree that the designation of a single water right held by SBMIC for mitigation under this Plan is for administrative convenience only, and that for purposes of actual water administration, Applicant's diversions made pursuant to 63-33341 are mitigated proportionally by all of SBMIC's water rights.

SBMIC has reviewed and approves this mitigation plan.

THE SOUTH BOISE MUTUAL IRRIGATION CO. LTD

By 
Its President

Exhibit B

FORM 202 Rev. 09/16

OCT 16 2018

WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT
To appropriate the public waters of the State of IdahoIdent. No. 63-34625

1. Name of applicant(s) City of Boise, Department of Parks & Recreation Phone 208-608-7600
 Name connector (check one): ☐ and ☐ or ☐ and/or
 Mailing address 1104 Royal Blvd. City Boise
 State ID ZIP 83706 Email jroldan@cityofboise.org
2. Name of representative, if any SPF Water Engineering Phone 208-383-4140
 Mailing address 300 E. Mallard Dr., Ste. 350 City Boise
 State ID ZIP 83706 Email lgraves@spfwater.com
- a. ☐ Send all correspondence for this application to the representative and not to the applicant OR
☒ Send original correspondence to the applicant and copies to the representative.
- b. ☒ The representative may submit information for the applicant but is not authorized to sign for the applicant OR
☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation.
3. Source of water supply Boise River which is a tributary of Snake River
4. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	1/4	1/4	1/4	County	Source	Local name or tag #
3N	3E	30	8		SE	NE	Ada	Boise River	Existing Headgate

5. Water will be used for the following purposes:
- Amount 0.02 for Irrigation purposes from 3/1 to 11/15 (both dates inclusive)
 (cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
- Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
 (cfs or acre-feet per year)
6. Total quantity to be appropriated is (a) 0.02 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).
7. Proposed diverting works:
- a. Describe type and size of devices used to divert water from the source. Water diversion system licensed under water right 63-33341 for Marianne Williams Park
- b. Height of storage dam _____ feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 12. For dams 10 feet or more in height AND having a storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required? ☐ Yes ☐ No
- c. Proposed well diameter is _____ inches; proposed depth of well is _____ feet.
- d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ No
- e. If well is already drilled, when? _____; drilling firm _____;
 well was drilled for (well owner) _____; Drilling Permit No. _____.

For Department Use

Received by AK Date 10/16/2018 Time 12:54pm Preliminary check by AS
 Fee \$ 100.00 Receipted by AK Receipt No. W046863 Date 10-16-18

8. Description of proposed uses (if irrigation only, go to item 9):
- Hydropower; show total feet of head and proposed capacity in kW. _____
 - Stockwatering; list number and kind of livestock. _____
 - Municipal; must complete and attach the [Municipal Water Right Application Checklist](#).
 - Domestic; show number of households _____
 - Other; describe fully. _____


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

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
3N	3E	19										0.8	2.8						3.6
												L3	L6						

Total number of acres to be irrigated: 1 irrigation within a 3.6-acre permissible place of use

10. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? POU: SUEZ municipal water available, POD: City of Boise license 63-33341 serving Marianne Williams Park and permit 63-34258 serving adjacent subdivision landscaping for the Barber Station development
11. a. Who owns the property at the point of diversion? City of Boise
- b. Who owns the land to be irrigated or place of use? City of Boise
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____
12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. See attached
13. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).
14. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map or maps clearly identifying the proposed point of diversion, place of use, section #, township & range. The map scale shall not be less than two (2) inches equal to one (1) mile.

The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant

 Print Name (and title, if applicable)

Signature of Applicant

 Print Name (and title, if applicable)

APPLICATION NARRATIVE & PROPOSED MITIGATION

The City wishes to extend their existing irrigation system used for the Marianne Williams Park under water right 63-33341 to the adjacent Golda Harris Nature Preserve for irrigation of up to 1.0 acre within the nature preserve's 3.6-acre boundary.

The application requires an acceptable mitigation plan to allow out-of-priority diversion from the Boise River. As indicated in the attached Water Share and Water Supply Agreement between the City and South Boise Mutual Canal Co. (SBMCC), the City has previously secured 6 shares of SBMCC water for mitigation of 6 acres pond surface area for Marianne Williams Park under water right 63-33052, of which only five acres of pond surface area were developed and licensed. The City now wishes to apply their remaining mitigation share towards one acre of irrigation proposed for the nature preserve. Upon permit approval, the agreement with SBMCC will be clarified to indicate 5 shares have been acquired for mitigation of license 63-33052 and 1 share has been acquired for mitigation of irrigation proposed for the Golda Harris Nature Preserve.



Water Right	Applied for	Licensed	Mitigated Right
63-33052	6	5	63-243G
63-33341	40	27	63-243G
63-33454	5	5	63-283A
63-34025	7	7	63-280





State of Idaho

DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082

PHONE: (208) 334-2190 FAX: (208) 334-2348 www.idwr.idaho.gov

C.L. "BUTCH" OTTER, Governor
GARY SPACKMAN, Director

December 24, 2012

SOUTH BOISE MUTUAL IRRIGATION CO LTD
1120 CHAMERLAIN
BOISE ID 83706

Re: Ditch Company Shares for Mitigation

Dear Director/Board Members:

Your ditch company authorized shares to remain unused in the Boise River to mitigate new ponds that were proposed to cover 6 acres at Marianne Williams Parks. The ponds are identified under water right no. 63-33052. The amount of water dedicated to mitigation is identified under your water right no. 63-243G. In this case, you identified 6 shares totaling 6 inches or 0.12 cfs that would not be diverted from the Boise River to mitigate for the ponds.

A recent field exam of the pond system resulted in 63-33052 being licensed for ponds covering 5 acres. This means 1 leftover share is not mitigating anything. The extra share (1 inch or 0.02 cfs) could be used to mitigate some other project in your service area if necessary. Alternately, these shares could be used to mitigate something downstream from your service area if necessary. Either alternative would require some coordination with the Idaho Department of Water Resources to approve a change in the mitigation plan.

The share cannot mitigate anything upstream from your point of diversion at the river. This share might not be protected against forfeiture if left unused in the river but not mitigating anything. Another use of this single share would be to restore it to irrigation use so it can be delivered into your service area. This could be done by a letter from you requesting that single share be restored to irrigation use.

Please let me know at your earliest convenience how you want to deal with this matter. I will be glad to discuss it in more detail if that will help. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Lester', is written over a horizontal line.

Steve Lester
Water Rights Supervisor

Cc: Rex Barrie, Boise River Watermaster