

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

DEC 12 2017

DEPARTMENT OF
WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, [see #6](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
63-32593	Yes ☐	Yes ☒		Yes ☐	Yes ☐
63-32595	Yes ☐	Yes ☒		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: BW Inc
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): BW Meridian Inc
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- 250 S. Beechwood, Ste 120 Boise ID 83709
Mailing address City State ZIP
- 208-375-6666 dtorfin@baker-properties.net
Telephone Email
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: January 31, 2017
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☒ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☒ Filing fee (see instructions for further explanation):
 o \$25 per *undivided* water right.
 o \$100 per *split* water right.
 o No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☒ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: [Signature] President 12/6/17
Signature of new owner/claimant Title, if applicable Date

Signature: _____ _____ _____
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by TP Date 12/12/2017 Receipt No. C104390 Receipt Amt. 50.00

Active in the Water Supply Bank? Yes ☒ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☒ No ☐

Name on W-9 BW Meridian, Inc. Approved by _____ Processed by [Signature] Date 12-27-17

AGREEMENT AND PLAN OF MERGER
OF
B.W., INC. (F/K/A BW UTAH, INC.),
AN IDAHO CORPORATION,
INTO
BW MERIDIAN, INC.,
AN IDAHO CORPORATION

* * * * *

This Agreement and Plan of Merger ("Agreement") is made and entered into by and between B.W., Inc. f/k/a BW Utah, Inc., an Idaho corporation, and BW Meridian, Inc., an Idaho corporation (collectively, the "Constituent Corporations").

WITNESSETH

WHEREAS, each of the Constituent Corporations adopted the plan of merger set forth in this Agreement, and the Constituent Corporations and their respective boards of directors deem it advisable and in the best interest of each of the Constituent Corporations that B.W., Inc. f/k/a BW Utah, Inc., be merged with and into BW Meridian, Inc. pursuant to the applicable corporation laws of the State of Idaho ("Merger"); and

WHEREAS, for income tax purposes, it is intended that the Merger qualify as a reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986.

NOW, THEREFORE, the Constituent Corporations do hereby agree to merge on the terms and conditions herein provided as follows:

1. MERGER.

(a) **GOVERNING LAW.** B.W., Inc. f/k/a BW Utah, Inc. will be merged into BW Meridian, Inc. in accordance with the applicable laws of the State of Idaho. The separate corporate existence of B.W., Inc. f/k/a BW Utah, Inc. will cease, and BW Meridian, Inc. shall be the surviving corporation ("Surviving Corporation") and shall be governed by the laws of the State of Idaho.

(b) **EFFECTIVE DATE.** The "Effective Date" of the Merger shall be, and such term as used herein shall mean, 11:59 p.m. (Mountain Time) on January 31, 2017. The Constituent Corporation will cause a Statement of Merger to be filed with the Idaho Secretary of State's office effective as of the Effective Date.

2. SHARES OF MERGING CORPORATION. On the Effective Date, each share of voting and nonvoting common stock of B.W., Inc. f/k/a BW Utah, Inc. issued and outstanding immediately prior to the Merger shall be cancelled and converted into one (1) share of voting

and nonvoting stock, respectively, of BW Meridian, Inc.; provided, however, that because the shareholders of the Constituent Corporations own the identical percentage of shares in each of the Constituent Corporations, no further shares of BW Meridian, Inc. shall be issued to the shareholders in consideration of the cancellation of their B.W., Inc. f/k/a BW Utah, Inc. shares.

3. EFFECT OF THE MERGER.

(a) **RIGHTS, PRIVILEGES AND OBLIGATIONS.** On the Effective Date, the Surviving Corporation, without further act, deed or other transfer, shall retain or succeed to, as the case may be, and possess and be vested with all of the rights, privileges, immunities, powers, franchises and authority, of a public as well as of a private nature, of the Constituent Corporations; all property of every description and every interest therein and all debts and other obligations of or belonging to or due to the Constituent Corporations on whatever account shall thereafter be taken and deemed to be held by or transferred to, as the case may be, or vested in the surviving corporation without further act or deed; title to any real estate, or any interest therein, vested in the Constituent Corporations shall not revert or in any way be impaired by reason of the Merger; and all of the rights of creditors of the Constituent Corporations shall be preserved unimpaired, and all liens upon the property of the Constituent Corporations shall be preserved unimpaired, and all debts, liabilities, obligations and duties of the Constituent Corporations shall thenceforth remain with or attach to, as the case may be, the Surviving Corporation and may be enforced against it to the same extent as if all of said debts, liabilities, obligations and duties had been incurred or contracted by the Surviving Corporation.

(b) **ARTICLES OF INCORPORATION AND BYLAWS.** The Articles of Incorporation and Bylaws of BW Meridian, Inc. in effect on the Effective Date shall, from and after the Effective Date, be and continue to be the Articles of Incorporation and Bylaws of the Surviving Corporation unless and until changed as therein provided.

(c) **DIRECTORS AND OFFICERS.** The directors and officers of BW Meridian, Inc. shall be the directors and officers of the Surviving Corporation on the Effective Date, and such directors and officers shall serve until they are removed or replaced in accordance with the Articles of Incorporation and Bylaws of BW Meridian, Inc.

(d) **FURTHER ACTION.** From time to time, as and when requested by the Surviving Corporation, or by its successors or assigns, any party hereto shall execute and deliver or cause to be executed and delivered all such deeds and other instruments, and shall take or cause to be taken all such further or other actions, as the Surviving Corporation, or its successors or assigns, may deem necessary or desirable in order to vest in or confirm to the Surviving Corporation, and its successors or assigns, title to and possession of all the property, rights, privileges, powers and franchises referred to herein and otherwise to carry out the intent and purposes of this Agreement.

4. TERMINATION; AMENDMENT.

(a) **TERMINATION PROVISION.** Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated and the Merger abandoned upon written notice at any time prior to the Effective Date:

- i. By mutual consent of the Constituent Corporations; or
- ii. If there exists a suit, action or other proceeding commenced, pending or threatened, before any court or other governmental agency of the federal or state government, in which it is sought to restrain, prohibit or otherwise adversely affect the consummation of the Merger.

(b) **AMENDMENT PROVISIONS.** Anything contained in this Agreement notwithstanding, this Agreement may be amended or modified in writing at any time prior to the Effective Date, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of the Constituent Corporations shall not (i) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of the Constituent Corporations; (ii) alter or change any term of the Articles of Incorporation of the Surviving Corporation to be effected by the Merger; or (iii) alter or change any of the terms and conditions of this Agreement if such alteration or change would adversely affect the holders of any class or series thereof of the Constituent Corporations. Subject of the immediately foregoing sentence, the Constituent Corporations may agree in writing to extend the time for performance of, or waive compliance with, the conditions or agreements set forth herein.

(c) **BOARD ACTION.** In exercising their rights under this Section 4, each of the Constituent Corporations may act by its Board of Directors, and such rights may be so exercised, notwithstanding the prior approval of this Agreement by the shareholders of the Constituent Corporations.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, this Agreement, having first been duly approved by resolution of the Board of Directors and shareholders of each of the Constituent Corporations, is hereby executed on behalf of each of the Constituent Corporations by their respective officers thereunto duly authorized as of the last party to sign below.

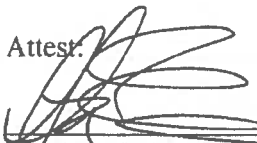
B.W., Inc. f/k/a BW Utah, Inc.

By: 
Dennis M. Baker, President
Dated: January 31, 2017

Attest: 
Matthew J. Baker, Secretary
Dated: January 31, 2017

BW Meridian, Inc.

By: 
Dennis M. Baker, President
Dated: January 31, 2017

Attest: 
Matthew J. Baker, Secretary
Dated: January 31, 2017

ASSIGNMENT OF MEMBER INTEREST

* * * * *

B.W., Inc. f/k/a BW Utah, Inc., an Idaho corporation ("Transferor"), does hereby assign, quitclaim, set over, transfer and hereby distribute to BW Meridian, Inc., an Idaho corporation ("Transferee"), all of its right, title and interest as a Member in SCP 2006-C23-222 LLC, a Delaware limited liability company ("Company").

Transferor hereby directs the Company's counsel and accountant to transfer such interest in the Company to said Transferee, reflecting such transfer on the books and records of the Company. Transferee is hereby admitted as a Member of the Company.

DATED effective the 31st day of January, 2017.

Transferor:

B.W., Inc. f/k/a BW Utah, Inc.

By: 
Dennis M. Baker, President

TRANSFEEEE ACCEPTANCE

* * * * *

By accepting this Assignment, the undersigned Transferee hereby agrees to be bound by the terms and conditions of the Limited Liability Company Agreement of the Company, and assumes all obligations, responsibilities, duties, liabilities and costs of a Member accruing or becoming due from the date hereof.

DATED effective the 31st day of January, 2017.

Transferee:

BW Meridian, Inc.

By: 
Dennis M. Baker, President

ASSIGNMENT OF ASSETS

* * * * *

FOR VALUE RECEIVED, B.W., Inc. f/k/a BW Utah, Inc., an Idaho corporation ("Assignor"), does hereby assign, convey, quitclaim and transfer to BW Meridian, Inc., an Idaho corporation ("Assignee"), all of Assignor's right, title and interest in and to Assignor's assets.

Assignor hereby directs said Assignee's counsel and accountant to transfer such interests in said assets to said Assignee, reflecting such transfer on the books and records of the company.

DATED effective the 31st day of January, 2017.

B.W., Inc. f/k/a BW Utah, Inc.

By: 
Dennis M. Baker, President

ASSIGNMENT OF SHARES SEPARATE FROM CERTIFICATE
IN
BW MERIDIAN, INC.

* * * * *

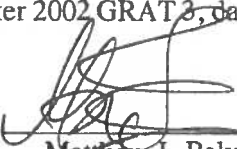
Pursuant to that certain Declaration of Trustee dated effective January 16, 2017, Matthew J. Baker, Trustee of the Baker 2002 GRAT 3, dated February 1, 2002 ("Transferor"), does hereby assign, quitclaim, set over, transfer and hereby distribute to Dennis M. Baker, a married man dealing in his community property ("Transferee"), all of the Transferor's shares of common stock in BW Meridian, Inc., an Idaho corporation ("Company").

The Transferor hereby directs the Company's counsel and accountant to calculate the number of shares being transferred hereby, reflect the transfer of such shares on the books and records of the Company and to issue the appropriate share certificates reflecting the transfer.

Dated effective January 16, 2017.

Transferor:

Baker 2002 GRAT 3, dated February 1, 2002

By: 

Matthew J. Baker, Trustee

ASSIGNMENT OF SHARES SEPARATE FROM CERTIFICATE
IN
BW MERIDIAN, INC.

* * * * *

Pursuant to that certain Declaration of Trustee dated effective January 16, 2017, Matthew J. Baker, Trustee of the Baker 2002 GRAT 4, dated February 1, 2002 ("Transferor"), does hereby assign, quitclaim, set over, transfer and hereby distribute to Dennis M. Baker, a married man dealing in his community property ("Transferee"), all of the Transferor's shares of common stock in BW Meridian, Inc., an Idaho corporation ("Company").

The Transferor hereby directs the Company's counsel and accountant to calculate the number of shares being transferred hereby, reflect the transfer of such shares on the books and records of the Company and to issue the appropriate share certificates reflecting the transfer.

Dated effective January 16, 2017.

Transferor:

Baker 2002 GRAT 4, dated February 1, 2002

By: 

Matthew J. Baker, Trustee

**CONSENT TO ACTION OF SHAREHOLDER AND DIRECTOR
OF
BW MERIDIAN, INC.
IN LIEU OF SPECIAL MEETING**

* * * * *

Pursuant to §§ 30-29-704 and 30-29-821 of the Idaho Business Corporation Act, the undersigned, constituting all of the shareholders and directors of BW Meridian, Inc., an Idaho corporation ("Corporation"), hereby consent to, adopt, ratify and approve in writing, without a meeting, the following corporate actions, to-wit:

TRANSFER OF NONVOTING SHARES TO DENNIS M. BAKER:

The shareholder and director confirmed that effective January 16, 2017, each of the Baker 2002 GRAT 3, dated February 1, 2002, and the Baker 2002 GRAT 4, dated February 1, 2002, assigned their shares of nonvoting common stock to Dennis M. Baker, a married man dealing in his community property.

The director hereby authorizes and directs the Corporation's officers, counsel and accountants to reflect the transfer of such shares on the books and records of the Corporation and to issue the appropriate share certificate to Dennis M. Baker reflecting the transfer.

MERGER OF B.W., INC.:

The shareholder and director confirmed that they have unanimously authorized, ratified and approved the form, terms and provisions of that certain Agreement and Plan of Merger ("Merger Agreement") between this Corporation and B.W., Inc. (f/k/a BW Utah, Inc.), an Idaho corporation ("Disappearing Corporation"), providing for the merger of the Disappearing Corporation with and into this Corporation ("Merger").

The shareholder and director further confirm that they have authorized, ratified and approved the Merger Agreement and, pursuant to such approval, the officers of this Corporation are hereby authorized to execute, deliver, seal and file, in the name and on behalf of this Corporation, the documents required by applicable law, including the statement of merger and the Merger Agreement, in substantially the same form as hereby authorized and approved with such changes therein as the officers executing the same may approve.

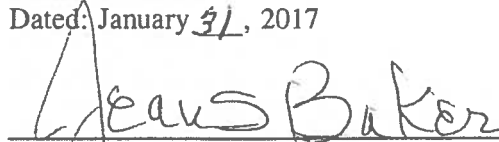
The shareholder and director further confirm that the officers of this Corporation and its counsel are hereby authorized and directed to take all such further action and to execute, deliver and file in the name and in behalf of this Corporation, under its corporate seal or otherwise, all such further documents and instruments, and to pay all such expenses as in their judgment are necessary and advisable in order to carry out the intent and to accomplish the purposes of the foregoing resolutions.

Shareholder:



Dennis M. Baker

Dated: January 31, 2017



Jean S. Baker, as to her imputed
community property interest

Dated: January 31, 2017

Director:



Dennis M. Baker

Dated: January 31, 2017

STATEMENT OF MERGER
OF
B.W., INC. (F/K/A BW UTAH, INC.),
AN IDAHO CORPORATION,
INTO
BW MERIDIAN, INC.,
AN IDAHO CORPORATION

IN ACCORDANCE WITH IDAHO CODE § 30-22-205

The undersigned, Dennis M. Baker, being the President of each of B.W., Inc. (f/k/a BW Utah, Inc.), an Idaho corporation ("Merging Entity"), and BW Meridian, Inc., an Idaho corporation ("Surviving Entity"), does hereby certify as follows:

1. The Merging Entity has elected to merge into the Surviving Entity. The Surviving Entity shall be the surviving corporation and shall be governed by the laws of the State of Idaho.
2. This Statement of Merger shall be effective as of 11:59 p.m. (Mountain Time") on January 31, 2017.
3. As to the Surviving Entity, the plan of merger was adopted by a consent in writing of the holders of outstanding shares having not less than the minimum number of votes necessary to adopt such plan, as provided by the articles of incorporation of the Surviving Entity, and in accordance with § 30-22-203 of the Idaho Code.
4. As to the Merging Entity, the plan of merger was adopted by a consent in writing of the holders of outstanding shares having not less than the minimum number of votes necessary to adopt such plan, as provided by the articles of incorporation of the Merging Entity, and in accordance with § 30-22-203 of the Idaho Code.

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Merger to be executed as of date written below.

Merging Entity:

B.W., Inc. (f/k/a BW Utah, Inc.)

By: _____

Dennis M. Baker, President

Dated: January 31, 2017

Surviving Entity:

BW Meridian, Inc.

By:



Dennis M. Baker, President

Dated: January 31, 2017

**CONSENT TO ACTION OF SHAREHOLDER AND DIRECTOR
OF
BW MERIDIAN, INC.
IN LIEU OF SPECIAL MEETING**

* * * * *

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The director hereby authorizes and directs the Corporation's officers, counsel and accountants to reflect the transfer of such shares on the books and records of the Corporation and to issue the appropriate share certificate to Dennis M. Baker reflecting the transfer.

MERGER OF B.W., INC.:

The shareholder and director confirmed that they have unanimously authorized, ratified and approved the form, terms and provisions of that certain Agreement and Plan of Merger ("Merger Agreement") between this Corporation and B.W., Inc. (f/k/a BW Utah, Inc.), an Idaho corporation ("Disappearing Corporation"), providing for the merger of the Disappearing Corporation with and into this Corporation ("Merger").

The shareholder and director further confirm that they have authorized, ratified and approved the Merger Agreement and, pursuant to such approval, the officers of this Corporation are hereby authorized to execute, deliver, seal and file, in the name and on behalf of this Corporation, the documents required by applicable law, including the statement of merger and the Merger Agreement, in substantially the same form as hereby authorized and approved with such changes therein as the officers executing the same may approve.

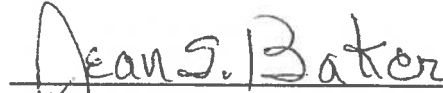
The shareholder and director further confirm that the officers of this Corporation and its counsel are hereby authorized and directed to take all such further action and to execute, deliver and file in the name and in behalf of this Corporation, under its corporate seal or otherwise, all such further documents and instruments, and to pay all such expenses as in their judgment are necessary and advisable in order to carry out the intent and to accomplish the purposes of the foregoing resolutions.

Shareholder:



Dennis M. Baker

Dated: January 31, 2017



Jean S. Baker, as to her imputed
community property interest

Dated: January 31, 2017

Director:



Dennis M. Baker

Dated: January 31, 2017

FILED EFFECTIVE

2017 JAN 31 PM 3:26

SECRETARY OF STATE
STATE OF IDAHO

**STATEMENT OF MERGER
OF
B.W., INC. (F/K/A BW UTAH, INC.),
AN IDAHO CORPORATION,
INTO
BW MERIDIAN, INC.,
AN IDAHO CORPORATION**

IN ACCORDANCE WITH IDAHO CODE § 30-22-205

The undersigned, Dennis M. Baker, being the President of each of B.W., Inc. (f/k/a BW Utah, Inc.), an Idaho corporation ("Merging Entity"), and BW Meridian, Inc., an Idaho corporation ("Surviving Entity"), does hereby certify as follows:

1. The Merging Entity has elected to merge into the Surviving Entity. The Surviving Entity shall be the surviving corporation and shall be governed by the laws of the State of Idaho.
2. This Statement of Merger shall be effective as of 11:59 p.m. (Mountain Time) on January 31, 2017.
3. As to the Surviving Entity, the plan of merger was adopted by a consent in writing of the holders of outstanding shares having not less than the minimum number of votes necessary to adopt such plan, as provided by the articles of incorporation of the Surviving Entity, and in accordance with § 30-22-203 of the Idaho Code.
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IN WITNESS WHEREOF, the parties hereto have caused this Statement of Merger to be executed as of date written below.

Merging Entity:

B.W., Inc. (f/k/a BW Utah, Inc.)

By: Dennis M. Baker

Dennis M. Baker, President

Dated: January 31, 2017

IDAHO SECRETARY OF STATE

01/31/2017 05:00

CK:1249 CT:44531 BH:1566709

1@ 30.00 = 30.00 STMT MERGE #2

C135146

Surviving Entity:

BW Meridian, Inc.

By: _____

Dennis M. Baker, President

Dated: January 11, 2017



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

December 27, 2017

BW MERIDIAN INC
250 S BEECHWOOD STE 120
BOISE ID 83709

Re: Change of Ownership for Water Right/Permit No(s): 63-32593 and 63-32595

Dear Water Right Holder(s):

The Department acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Please note, water right(s) 63-32593 and 63-32595 were leased to the Water Supply Bank (Bank) in 2008. In accordance with the bank lease acceptance, the lessor or current right holder may not use the right(s) while it is in the Bank, even if the right(s) is not rented from the Bank. The right(s) will remain in the Bank until **December 31, 2017**, unless released earlier by the Water Resource Board or upon request by the right holder. **To reduce the term of the lease, the right holder must submit a written request to the department.** The department will verify if the right is rented or available for release, and notify the right holder of the release date.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing an ownership change notice, the department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see § 42-222 and §42-223, Idaho Code.

Also note, water right owners are required to report any change of water right ownership and any change of mailing address of the owner of a water right, to the Department. Notice of the change must be provided to the Department within **120 days** of the change. Water right forms are available from any office of the Department, or at www.idwr.idaho.gov.

If you have any questions concerning the enclosed information, please contact me at (208) 287-4942.

Sincerely,

Jean Hersley
Technical Records Specialist II

Enclosure(s)

C: Water District No. 63

Hersley, Jean

From: David Sells <Dave@baker-properties.net>
Sent: Tuesday, December 26, 2017 1:01 PM
To: Hersley, Jean
Cc: Dan A. Torfin
Subject: FW: Message from KMBT_C224e
Attachments: SKMBT_C224e17122614190.pdf

Jean, in regards to your letter of December 18, 2017 regarding the Notice of Change in Water Right Ownership, attached is a copy of the Agreement and Plan of Merger, assignments, Statement of Merger and Consent to Action of Shareholder and Director. If you need anything further, please contact us. Thanks!

From: Scanner@baker-properties.net [mailto:Scanner@baker-properties.net]
Sent: Tuesday, December 26, 2017 2:20 PM
To: David Sells
Subject: Message from KMBT_C224e



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

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

GARY SPACKMAN
Director

C.L. "BUTCH" OTTER
Governor

December 18, 2017

BW MERIDIAN INC
250 S BEECHWOOD STE 120
BOISE ID 83709

RE: Notice of Change in Water Right Ownership No(s). 63-32593 & 63-32595

Dear Property Owner(s):

The Department of Water Resources acknowledges receipt of the request for a Notice of Change in Water Right Ownership water rights 63-32593 & 63-32595. After reviewing your request, the Department will need additional information before processing your request.

The Statement of Merger you provided does not specifically mention property or water rights. The Statement of Merger also mentions the plan of merger. The Department will need a copy of this plan.

Please provide the requested information by emailing it to jean.hersley@idwr.idaho.gov, fax to (208) 287-6700 or sending the information to the address listed on this letterhead.

The Department cannot process the ownership change without proper information. We will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days the Department return the Notice of Change in Water Right Ownership and documents unprocessed.

Please feel free to contact me at (208) 287-4942 if you have any questions regarding this matter.

Sincerely,

A handwritten signature in cursive script that reads "Jean Hersley".

Jean Hersley
Technical Records Specialist II

Enclosure

DEC 12 2017

DEPARTMENT OF
WATER RESOURCES

December 11, 2017

Idaho Department of Water Resources
PO Box 83720
Boise, Idaho 83720

RE: Change of Ownership and Application to Lease Water to the Water Supply Bank

Gentlemen:

Enclosed, please find a change of ownership and two Applications to Sell or Lease a Water Right to the Water Supply Bank in the name of BW Meridian Inc. These applications seek to lease the entirety of 63-32593 and 63-32595 into the water supply bank for a period of five (5) years. These water rights have been decreed in the SRBA and are currently leased to the Water Supply Bank. The current lease expires December 31, 2017 and these applications seek to renew the lease of these water rights.

If you have any questions, please call.

Denver
1842 Clarkson St.
Denver, CO 80218
303.830.1188

Durango
1015 ½ Main Avenue
Durango, CO 81301
970.422.2136

Hotchkiss
P.O. Box 932
161 South 2nd St.
Hotchkiss, CO 81419
970.872.3020

Idaho
4001 East Main Street
Emmett, ID 83617
208.365.7684

www.eroresources.com

Yours truly,



David Shaw

Enc.

cc: BW Inc. w/o Enc