

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 77363

RECEIVED

JUN 07 2011

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1WATER RESOURCES South Boise Water Company Phone (208) 467-0079
WESTERN REGION

Mailing address P.O. Box 6005, Boise, Idaho 83707 Email

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Daniel Steenson and/or S. Bryce Farris Phone (208) 342-4591

Mailing address P.O. Box 2773, Boise, Idaho 83701 Email

☒ 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.☐ 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 providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

Signature of Applicant or Authorized Representative

S. Bryce Farris / Attorney
Print Name and Title if applicable6/6/11
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other
2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**. Please see the attached "2011 Amended Water Delivery Agreement."

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

AMENDED

RECEIVED

DEC 22 2011

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

WATER RESOURCES
WESTERN REGION

DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	63-02392D	.30 cfs	irrigation	03-01 to 11-15	waste water / Boise River
☒ ☐	63-00185A	.74 cfs	irrigation	03-01 to 11-15	Boise River
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 1.04 cfs cfs and/or _____ ac-ft SBF 12/21/11

2. Total amount of water proposed to be transferred or changed _____ cubic feet per second and/or _____ acre-feet per annum.

3. Point(s) of Diversion:

- ☒ No changes to point(s) of diversion are proposed-the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed-the following chart is therefore not completed. (Proceed to #5.)

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

Service Area of South Boise
Water Co.

SBF
12/21/11

Total Acres (for irrigation use) 871.78 acres

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future: N/A
- b. Who owns the property at the point(s) of diversion? N/A
If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: _____
- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
If yes, ☐ Attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: N/A
- It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.
- d. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer: Same
- e. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use: See Applicants existing water rights and digital boundary/service area which already encompasses these water rights.
- f. To your knowledge, has/is any portion of the water right(s) proposed to be changed:
- Yes No
- ☐ ☒ undergone a period of five or more consecutive years of non-use,
- ☐ ☒ currently leased to the Water Supply Bank,
- ☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
- ☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe: _____

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 2

A. DESCRIPTION OF RIGHT(S) AS RECORDED

For each water right listed in Part 1B.1 of the application, attach a **Part 2A** report obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/>, Water Right Transfers, Step 1. Insert Part 2A reports into the application following Part 1.

B. IF ONLY A PORTION OF THE RIGHT IS PROPOSED TO BE CHANGED, DESCRIBE THE PORTION BEING CHANGED AS IT APPEARS BEFORE THE REQUESTED CHANGES

- ☐ Complete and attach one copy of Part 2B for each right for which only a portion is proposed to be changed. If the entire right is proposed to be changed, Part 2B is not applicable. Additional copies of the **Part 2B** form can be obtained from any Department office or from the Department's website @ <http://www.idwr.idaho.gov/>, Water Right Transfers, Step 3, or Water Right Forms, Changes in Use. Insert completed Part 2B forms into the application following Part 2A of the same water right.

Right Number: _____

[illegible]

2. Lands irrigated or place of use: (If irrigation, identify with number of acres irrigated per $\frac{1}{4}$ $\frac{1}{4}$ tract.)

[illegible]

Total Acres (for irrigation use)

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 3

A. PLAT MAP (See Part 3A of Instructions for application for transfer for complete requirements.)

- ☐ Attach a map of the diversion, measurement, control, and distribution system. Label it **Attachment #7a**.
- ☐ If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. Label it **Attachment #7b**. If the place of use currently consists of a permissible place of use, then the attachment is not required if the application contains a clear statement that the boundaries for the place of use are not proposed to be changed by the transfer and the total number of irrigated acres within the place of use before and after the transfer is clearly stated.

B. CHANGES IN NATURE OF USE (Water Balance)

- ☐ If you propose to change the nature of use or period of use of all or part of the right(s) listed in this application, attach documentation describing the extent of historic beneficial use of the portion of the right(s) proposed to be changed. Also attach documentation showing that the portion of the right(s) to be changed will not be enlarged in rate, volume, or consumptive use through the proposed change. Label it **Attachment #8a**.

C. PLACE OF USE CHANGES TO SUPPLEMENTAL IRRIGATION RIGHTS

- ☐ If you propose to change the place of use of a supplemental irrigation right, answer below and attach supporting documentation. Label it **Attachment #8b**.

1. Describe how the supplemental water rights have been used historically in conjunction with other water rights at the existing place of use. Describe the time during the irrigation season that the supplemental rights have been used. Include information about the availability or reliability of the primary right(s) being supplemented, both before and after the change. If the applicant is proposing to change a supplemental irrigation right to a primary right, provide the information required on Part 3B above.:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

FOR DEPARTMENT USE ONLY

Transfer contains 5 pages and 2 attachments.

Received by Jan Date 6-7-11 Prelim. Check by Jan Date 12/6/2011

Fee Paid 2900 Date 6-7-11 Received by Jmh Receipt # W039299

Add'l Fee Paid	Date	Received by	Receipt #
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Attachment



2011 AMENDED WATER DELIVERY AGREEMENT

This 2011 AMENDED WATER DELIVERY AGREEMENT ("2011 Agreement") is made and entered into this 8th day of April, 2011, by and between the members of the MEEVES WATER USERS ASSOCIATION, an unincorporated association ("Association"), and the SOUTH BOISE WATER COMPANY, an Idaho non-profit corporation ("Corporation")

RECITALS

1. In 1987, the Association and the Company entered an Irrigation Water Delivery Agreement (recorded as Ada County Instrument No. 8753485, referred to herein as the "1987 Agreement"), and in 1988 they entered an Amended Irrigation Water Delivery Agreement (recorded as Ada County Instrument No. 8817868, referred to herein as the "1988 Amendment"), which together established terms and conditions for: (1) the Company's diversion and delivery of water from the Boise River pursuant to the Association's 1871 priority water right no. 63-185 in the amount of 1.80 cubic feet per second ("cfs") for primary use by Association members and secondary use by the Company's shareholders; (2) the Association's secondary use of the Company's 1865 priority water right nos. 63-148C and 63-150, and (3) the issuance of Company stock to Association members. The 1987 Agreement and the 1988 Amendment are attached hereto as **Exhibit A** and are collectively referred to herein as the "Meeves Agreements."

2. The Company diverts water from the Boise River into Loggers Creek and the Rossi Mill Ditch for delivery to its shareholders. As provided by the Meeves Agreements, during each irrigation season beginning in 1987, the Company has diverted 1.8 cfs of the

Association's water right no. 63-185 to Association members holding Company shares and to Company shareholders downstream from the Association's delivery points at Barbara Little's headgate on the Meeves 2 ditch and to the Meeves 1 pump on the Rossi Mill Ditch. Today, several Association members prefer to divert water to their properties directly from the Rossi Mill Ditch or Loggers Creek instead of receiving water through the Meeves 1 and Meeves 2 ditches.

3. In 2009, the District Court for the Snake River Basin Adjudication ("SRBA") entered decrees which split water right no. 63-185 through the issuance of a decree to the Association for water right no. 63-185A in the amount of 0.74 cfs for use on 36.8 acres within the Association's service area, and the issuance of another decree to the Company for water right no. 63-185B in the amount of 1.06 cfs for use on lands within the Company's service area (the Company's service area encompasses the Association's service area). The SRBA also issued a decree for water right no. 63-2392D in the name of the Association for use of waste water in the amount 0.30 cfs. (Water right nos. 63-185A and 63-2392D are collectively referred to herein as the "Meeves Water Rights.") Copies of the Partial Decrees issued by the SRBA for the aforementioned water rights are attached hereto as **Exhibit B**.

4. Association membership, and the right to use the Meeves Water Rights, is based upon ownership of land within the Association's service area. Since 1988, several of the Association's members identified in the Meeves Agreements sold their lands, without transferring their Company shares to the new owners. Owners of land within the Association's service area that do not own Company shares are not entitled to delivery of water from the Company. The current Association members and their lands and proposed Company shares are identified in **Exhibit C**, attached hereto and incorporated herein by this reference. The

assessments for these shares are paid in perpetuity.

5. The Association and the Company want to preserve the availability of the Meeves water rights to both parties and to continue to provide water to Association members from the Company's more senior right (1865) when the Meeves water (1871) is reduced by decreased natural water flow in the Boise River. In addition the Company has storage in Lucky Peak Reservoir that can be provided to Association members in times of decreased natural flow.

6. As a result of the aforementioned and other changed circumstances, the Association and the Company have determined that is in their mutual best interests to enter this 2011 Agreement to amend the Meeves Agreements.

IN CONSIDERATION of the mutual promises and obligations contained herein, the Association and the Company hereby covenant and agree as follows:

AGREEMENT

7. The Meeves Agreements. The terms and conditions of the Meeves Agreements shall remain in full force and effect, except to the extent modified herein. Where there is any conflict between the Meeves Agreements and this Agreement, this Agreement shall control.

8. Ownership of the Meeves Water Rights. Upon executing this Agreement, the Association shall execute and deliver to the Company deeds to transfer ownership of the Meeves Water Rights (water right nos. 63-185A and 63-2392D) to the Company. The Company shall not transfer ownership of the Meeves Water Rights to a third party without the written consent of the Association. The Company may contract to allow others to use a portion of the Meeve's rights through mechanisms such as a lease or a mitigation contract. However, the Company will maintain unencumbered sufficient water to irrigate 8.5 acres. If the Company is to be dissolved, prior to dissolution it shall transfer ownership of the Meeves Water Rights back to the

Association, including any rights to future proceeds from use of the Meeves Rights by others.

9. Modification of the Meeves Water Rights. Within thirty (30) days after execution of this Agreement, the Company shall file documents with the SRBA District Court and/or the Idaho Department of Water Resources ("IDWR") to change the place of use of the Meeves Water Rights to permit use of the water rights on all lands within the Company's service area. The Association shall provide any consents and information requested by the Company to obtain approval of the change.

10. Delivery and Use of the Meeves Water Rights. Association members who hold Company shares shall be entitled to first priority use of water diverted by the Company pursuant to the Meeves Water Rights for use on the lands they own within the Association's service area. After modification of the Meeves Water Rights as provided in article 9 of this Agreement, any portion of the Meeves water rights that is diverted by the Company and not used by Association members shall be available to deliver to other Company shareholders for use. Any time a Meeves Member wishes to divert 0.5 cfs or more this should be coordinated in advance with the Company Watermaster.

11. Delivery of the Company's 1865 Natural Flow Rights and Storage to the Association. In times of water shortage, when the Company's diversion of the Meeves Water Rights is reduced or eliminated in accordance with the Partial Decrees attached as Exhibit B, Association members shall be entitled to receive water diverted pursuant to the Company's 1865 natural flow rights and storage right to supplement their diminished deliveries in accordance with the Company's bylaws and rules.

12. Association Members Delivery Points. Association members shall have the option to take delivery of water from the Company to their properties either directly from the Rossi Mill Ditch or Loggers Creek or through the Meeves 1 and Meeves 2 ditches. Association members shall notify the Company of any change in their choice prior to each irrigation season. If required by the District 63 Watermaster or for all company irrigators, the Company may require Association Members to install and maintain measuring devices at their points of delivery.

13. Delivery of Water Subject to Water Right Conditions and Company Rules. The Company's diversion and delivery of water to Association members shall be subject to: (1) all conditions applicable to the Meeves Water Rights; (2) regulation of the Water District 63 Watermaster, and (3) the Company's bylaws and rules.

14. Ownership of Company Shares is Required to Receive Water From the Company. The Association members that are currently entitled to first priority use of the Meeves Water Rights delivered by the Company are identified in Exhibit C. Within ten (10) days after execution of this Agreement, the Company shall issue to the Association members identified in Exhibit C the number of shares indicated in Exhibit C to replace shares previously issued. If in the future the number of shares required by the Company for the lands covered by the new shares changes, either through change in the Company policy or through subdivision of one of the parcels, the Company will issue without charge the appropriate number of new shares. Owners of land within the Association's service area that do not own Company shares are not entitled to receive water from the Company. An Association member may obtain the right to receive water from the Company by (1) acquiring shares from the Company or an existing shareholder and (2) paying yearly assessments. Prior to receiving water from the Company, Association members

who acquire shares with the purchase of land from an existing shareholder must provide notice of the acquisition to the Company so that Company may record the transfer of shares in its records. The Company's prior approval is required to transfer Company shares for use on new land to which the shares were not previously assigned by the Company. Issuance and ownership of Company shares is subject to the Company's bylaws and rules.

15. Ownership of Meeves Facilities. The parties recognize that the Company owns the Meeves 2 ditch structures and right of way and that the Association owns the Meeves 1 pump, structures, right of way and ditch downstream of the pump.

16. Authority to Enter Agreement. The Company and the Association represent to one another that their respective agents executing this document have full authority to enter this Agreement and to bind the Company and the Association to its terms and conditions.

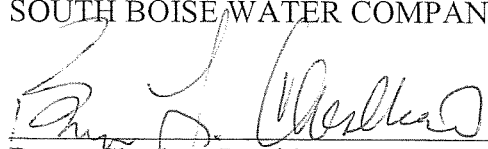
17. Recitals. The recitals set forth above are hereby incorporated by this reference.

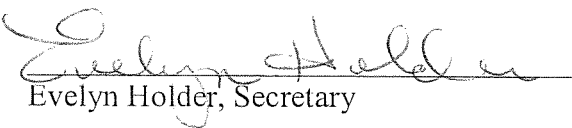
18. Binding Effect. The rights and responsibilities set forth in this Agreement shall bind and inure to the benefit of the parties hereto, their heirs, representatives, successors, members, shareholders and assigns.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute one and the same instrument, and shall become effective only upon execution of one or more of such counterparts by each of the requisite parties.

IN WITNESS WHEREOF, the parties execute this Agreement effective as of the day and
year herein first above written.

SOUTH BOISE WATER COMPANY, INC.


Bryan Chesbro, President


Evelyn Holder, Secretary

MEEVES WATER USERS ASSOCIATION

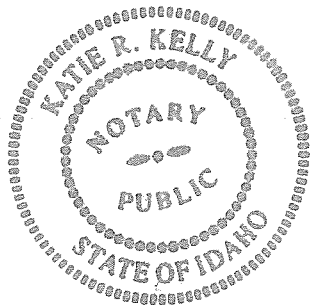
Gary Chadwick, Chairman

Barbara Little, Secretary-Treasurer

STATE OF IDAHO)
) ss:
County of Ada)

On this 8 day of April, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared BRYAN CHESBRO known to me to be the President of the SOUTH BOISE WATER COMPANY, the Idaho 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.

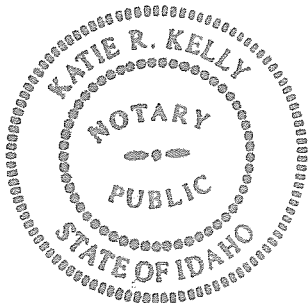


Katie R. Kelly
Notary Public for Idaho
Residing at Dasis, Idaho
My Commission Expires: 2/20/14

STATE OF IDAHO)
) ss:
County of Ada)

On this 8 day of April, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared EVELYN HOLDER, known to me to be the Secretary of the SOUTH BOISE WATER COMPANY, the Idaho 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.



Katie R. Kelly
Notary Public for Idaho
Residing at Dasis, Idaho
My Commission Expires: 2/20/14

IN WITNESS WHEREOF, the parties execute this Agreement effective as of the day and year herein first above written.

SOUTH BOISE WATER COMPANY, INC.

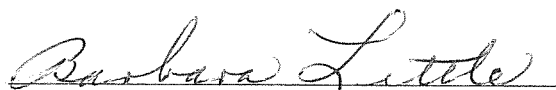
Bryan Chesbro, President

Evelyn Holder, Secretary

MEEVES WATER USERS ASSOCIATION



Gary Chadwick, Chairman



Barbara Little, Secretary-Treasurer

STATE OF IDAHO)
) ss:
County of Ada)

On this _____ day of _____, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared BRYAN CHESBRO and EVELYN HOLDER, known to me to be the President and Secretary, respectively, of the SOUTH BOISE WATER COMPANY, the Idaho corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

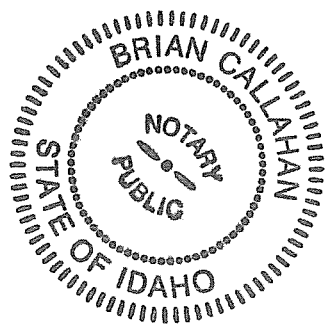
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Notary Public for Idaho
Residing at _____, Idaho
My Commission Expires: _____

STATE OF IDAHO)
) ss:
County of Ada)

On this 6th day of April, 2011, before me, the undersigned, a Notary Public in and for said State, personally appeared GARY CHADWICK and BARBARA LITTLE, known to me to be the Chairman and Secretary-Treasurer, of the MEEVES WATER USERS ASSOCIATION, the unincorporated association that executed the foregoing instrument and acknowledged to me that such association 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.



Brian Callahan
Notary Public for Idaho
Residing at Ada County, Idaho
My Commission Expires: 5/27/11

EXHIBIT A

8753485

Ada County, Idaho ss
Request of
divers. McDevitt, et al.
TIME *2:05* P. M.
DATE *9-21-87*
JOHN BASTIDA
RECORDER
By *C. Hammer*
42.02 Deputy

IRRIGATION WATER DELIVERY AGREEMENT

This Irrigation Water Delivery Agreement ("Agreement") is entered by and between the members of the Meeves Water Users Association ("Association"), an unincorporated association, and the South Boise Water Company, Inc. ("Company"), an Idaho non-profit corporation.

9350020251

Recitals

1. The Association is comprised of landowners ("members" or "water right holders") holding interests in the direct-flow irrigation water right for 1.8 cfs from the Boise River originally decreed to Peter Meeves (the "Meeves right"), having a priority date of June 1, 1871 and listed in the Stewart Decree for the Boise River as priority number 53. The Meeves right historically has been diverted through the Meeves No. 1 Ditch and, as described in paragraph 4 below, through the Meeves No. 2 Ditch.

2. The Company holds decreed direct-flow water rights for irrigation purposes for 10 cfs from the Boise River with a priority date of June 1, 1865, and listed in the Stewart Decree for the Boise River as priority numbers 16 and 18. The Company owns and operates a canal known as the Ridenbaugh-Rossi Mill Ditch ("Mill Ditch") and associated facilities by which the Company diverts its rights from the Boise River for the benefit of its shareholders.

3. The Association's members irrigate lands adjacent to or near a portion of the Mill Ditch. The Association wishes to abandon permanently that portion of the Meeves No. 1 Ditch lying upstream of Parkcenter Boulevard, to transfer the point of diversion for the Meeves right to the point of diversion for the Mill Ditch and to obtain delivery of the water at the Association's pump station diverting from the Mill Ditch immediately west of Parkcenter Boulevard in Boise, Idaho (the "pump facility"). The Mill Ditch has sufficient capacity to carry the Meeves right. The Association wishes to enter into this Agreement in order to secure the use of the Mill Ditch to carry irrigation water under the Meeves right to this new point of delivery.

4. One of the water right holders, Barbara Little, is entitled to divert the Meeves right through a permitted alternate point of diversion, known as the Meeves No. 2

IRRIGATION WATER DELIVERY AGREEMENT - 1

Exhibit A

Ditch, located at point on Loggers Creek in the NW1/4, NW1/4, Section 24, T3N R2E, B.M. While this Agreement does not concern the Meeves No. 2 point of diversion the parties wish to preserve it as specified in paragraph 14, below.

5. The Company wishes to accommodate the Association's request to carry and deliver the Meeves right to the water right holders through the Mill Ditch.

IN CONSIDERATION OF the mutual promises and obligations contained herein, the Association and the Company hereby covenant and agree as follows:

Agreement

6. Delivery of Meeves right through Mill Ditch. On a daily basis throughout the irrigation season the Company shall divert at the Mill Ditch diversion point from the Boise River the maximum amount of irrigation water allowed under the Meeves right and shall carry such water to the pump facility for diversion and beneficial use for irrigation purposes by the Association members.

7. Ownership of pump facility. The Association is the owner of the pump facility and shall maintain it in such a manner as not to interfere with the operation of the Mill Ditch or the Company's delivery of water to its shareholders. The Company shall have no liability or responsibility for maintaining or operating the pump facility.

8. Payment for delivery of Meeves right. The Association shall pay to the Company the sum of \$5100.00, receipt of which the Company hereby acknowledges, which shall be full payment for the purchase of stock and for yearly stock assessments, yearly maintenance charges, and all other charges of any kind associated with the delivery of the Meeves right or the water right holders' ownership of Company stock pursuant to this Agreement for the term of this Agreement.

9. Issuance of shares to the Meeves right holders. Within 30 days after the date on which this Agreement is effective, the Company shall issue a collective total of 44 shares of the Class B common stock of the South Boise Water Company proportionately to those individual holders of the Meeves right who have executed this Agreement as of the date of such issuance and, if the provisions of subparagraph 9(a) apply, to the Association. The shares

issued to the individual water right holders shall be allocated in the following respective proportionate amounts, which reflect the respective amounts of land ownership:

Barbara Little	25 shares
Russell and Harriett Reininger	5 shares
East Boise Friends Church	5 shares
David and Jane Eaton	3 shares
Dennis Baker	2 shares
Lee and Roni Levy	2 shares
Terry and Shirley Keyes	2 shares

TOTAL	44 shares
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(a) If any water right holder fails to execute this Agreement prior to the date on which the Company issues the shares pursuant to this paragraph, the Company instead shall issue the shares specified above for such person to the Meeves Water Users Association for retention or distribution as the Association shall determine at its discretion. No shares shall be issued to the Association under this provision until the duly-elected Association president requests them in writing.

(b) Those individuals or entities who acquire the Company's shares pursuant to this Agreement shall be entitled to all rights and privileges attendant to such shares, according to the bylaws and rules of the Company, but shall be entitled to receive water under such shares only when the Meeves right is insufficient to provide for their needs and the Company has water available for delivery.

10. Retention of Meeves right. The Meeves water right holders each shall retain his, her or its proportionate share of the Meeves water right despite the fact that such right now will be diverted and delivered through the facilities of the Company and without regard to whether the individual water right holder owns stock in the Company. The Company shall have no interest in the Meeves water right or the pump facility and shall take no action which will injure or jeopardize the Meeves water right or the pump facility. If the Company determines that it will dissolve, relocate the Mill Ditch or its diversion facilities, or take any other action, other than normal and temporary maintenance, which would interfere with its ability to carry the Meeves right or deliver it to the pump facility, the Company shall provide the Association with at

least 180 days prior notice of such action. Upon such notice, the parties agree to negotiate in good faith concerning the continued delivery of the Meeves right through the Mill Ditch or otherwise.

11. If Meeves water not used. If any water diverted from the river under the Meeves right is not diverted by the water right holders, upon flowing past the pump facility in the Mill Ditch, such water shall become the property of the Company and available for diversion and beneficial use by its shareholders.

12. Measuring devices. The Company shall maintain all measuring devices on its facilities that are required by the Idaho Department of Water Resources. Such devices shall be capable of measuring diversions under the Company's rights as increased by the Meeves right. The Association shall install and maintain a flowmeter or other suitable measuring device on the pump facility capable of measuring the amount of the Association's diversions through the pump facility under the Meeves right. Any records either party may keep of diversions through the points identified in this paragraph shall be made available to the other upon request.

13. Signatures required for consent. This Agreement shall be in full force and effect once it has been signed by the president and secretary of the Company and by not less than three members of the Association, provided that such members collectively hold more than fifty percent of the land area irrigated by the Meeves right.

14. Meeves No. 2 diversion preserved. The Company and the water right holders acknowledge that Barbara Little, one of the water right holders, is entitled to divert all or part of the Meeves right through the Meeves No. 2 Ditch at appropriate times in order to irrigate her lands north of Loggers Creek. The Company shall take no action to prevent such use of the Meeves No. 2 Ditch. Mrs. Little and/or the Association members shall divert no more water through a combination of the pump facility and the Meeves No. 2 Ditch than that to which the Meeves right entitles them, and, upon request, shall inform the Company in advance of the general schedule of proposed diversions through the Meeves No. 2 Ditch and the pump facility, respectively.

15. Recitals. The recitals set forth above are hereby incorporated by this reference.

16. Binding effect. The rights and responsibilities set forth in this Agreement shall bind and inure to the benefit of the parties hereto, their heirs, representatives, successors, members, shareholders and assigns. The parties recognize that, within the limits of the Meeves right, the Association may admit additional members or recognize other water right holders according to such rules and conditions as the Association may adopt and further agree that this Agreement shall bind and inure to the benefit of any such additional members or other water right holders.

17. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

18. Term. This Agreement shall be in full force and effect until noon on October 31, 2012, at which time it shall expire unless it has been renewed or extended by mutual agreement in writing.

IN WITNESS WHEREOF the parties execute this Agreement effective the 18th day of Sept, 1987.

SOUTH BOISE WATER COMPANY,
INC.

Shannon Gorringer
Shannon Gorringer
Secretary

A.H. Chatburn
A.H. Chatburn
President

MEEVES WATER USERS ASSOCIATION

Barbara Little
Barbara Little

Russell Reininger
Russell Reininger

9950000256

Harriett Reininger
Harriett Reininger

Kathy Register
Kathy Register, Treasurer
East Boise Friends Church

David Eaton

Jane Seys-Eaton

Dennis Baker

Lee Levy

Roni Levy

Terry Keyes

Shirley Keyes

9950000257

STATE OF IDAHO)
) ss.
County of Ada)

On this 18th day of September, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared A.H. Chatburn, known or identified to me to be the President of South Boise Water Company, Inc., the Idaho non-profit corporation that executed the within and 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.



Jean Carson

Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 9/26/88

STATE OF IDAHO)
) ss.
County of Ada)

On this 18th day of September, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Shannon Gorringer, known or identified to me to be the Secretary of South Boise Water Company, Inc., the Idaho non-profit corporation that executed the within and 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.



Jean Carson

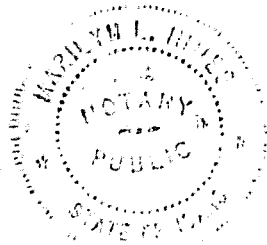
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 9/26/88

9950090258

STATE OF IDAHO)
) ss.
County of Ada)

On this 2nd day of September, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Barbara Little, known or identified to me to be one of the WATER RIGHT HOLDERS and a member of the MEEVES WATER USERS ASSOCIATION, and acknowledged to me that she executed the foregoing Agreement.

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



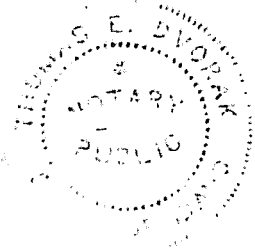
Marilyn L. Hines
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 5/1/92

9950000259

STATE OF IDAHO)
) ss.
County of Ada)

On this 4th day of September, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Russell Reininger, known or identified to me to be one of the WATER RIGHT HOLDERS and a member of the MEEVES WATER USERS ASSOCIATION, and acknowledged to me that he executed the foregoing Agreement.

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

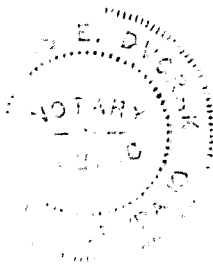


Thomas E. Dvorak
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 3/22/93

STATE OF IDAHO)
) ss.
County of Ada)

On this 4th day of September, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Harriett Reininger, known or identified to me to be one of the WATER RIGHT HOLDERS and a member of the MEEVES WATER USERS ASSOCIATION, and acknowledged to me that she executed the foregoing Agreement.

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

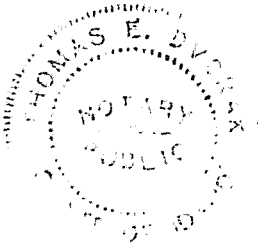


Thomas E. Dvorak
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 3/22/93

STATE OF IDAHO)
) ss.
 County of Ada)

On this 9th day of September, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Kathie Register on behalf of East Boise Friends Church, known or identified to me to be one of the WATER RIGHT HOLDERS and a member of the MEEVES WATER USERS ASSOCIATION, and acknowledged to me that she executed the foregoing Agreement.

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



Thomas E. Dvorak
 Notary Public for Idaho
 Residing at Boise, Idaho
 My commission expires: 4/23/93

9950000261

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared David S. Eaton, known or identified to me to be one of the WATER RIGHT HOLDERS and a member of the MEEVES WATER USERS ASSOCIATION, and acknowledged to me that he executed the foregoing Agreement.

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, Idaho
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Jane Seys-Eaton, known or identified to me to be one of the WATER RIGHT HOLDERS and a member of the MEEVES WATER USERS ASSOCIATION, and acknowledged to me that she executed the foregoing Agreement.

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, Idaho
My commission expires: _____

9950000262

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Dennis Baker, known or identified to me to be one of the WATER RIGHT HOLDERS and a member of the MEEVES WATER USERS ASSOCIATION, and acknowledged to me that he executed the foregoing Agreement.

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

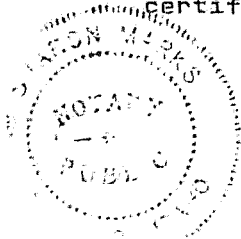
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: _____

9950000263

STATE OF IDAHO)
) ss.
County of Ada)

On this 11th day of Sept., 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Lee Levy, known or identified to me to be one of the WATER RIGHT HOLDERS and a member of the MEEVES WATER USERS ASSOCIATION, and acknowledged to me that he executed the foregoing Agreement.

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

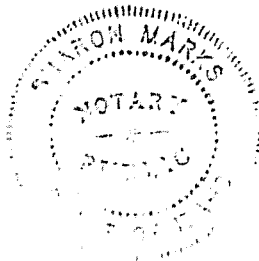


Sharon Marks
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 7-1-93

STATE OF IDAHO)
) ss.
County of Ada)

On this 11th day of Sept., 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Roni Levy, known or identified to me to be one of the WATER RIGHT HOLDERS and a member of the MEEVES WATER USERS ASSOCIATION, and acknowledged to me that she executed the foregoing Agreement.

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

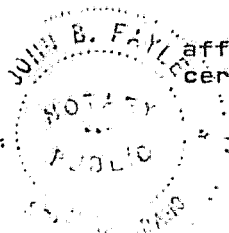


Sharon Marks
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 7-1-93

9950000264

STATE OF IDAHO)
) ss.
County of Ada)

On this 4th day of September, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Terry Keyes, known or identified to me to be one of the WATER RIGHT HOLDERS and a member of the MEEVES WATER USERS ASSOCIATION, and acknowledged to me that he executed the foregoing Agreement.

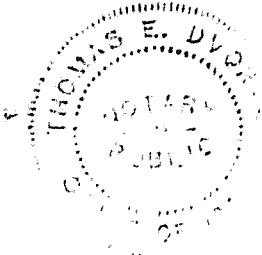


IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

John B. Fayle
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 12-5-91

STATE OF IDAHO)
) ss.
County of Ada)

On this 4th day of September, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Shirley Keyes, known or identified to me to be one of the WATER RIGHT HOLDERS and a member of the MEEVES WATER USERS ASSOCIATION, and acknowledged to me that she executed the foregoing Agreement.



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

Thomas E. Dyer
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 4/23/93

A26

TRANSFER No. 77363

8817868

AMENDED IRRIGATION WATER DELIVERY AGREEMENT

This Amended Irrigation Water Delivery Agreement ("Agreement") is entered by and between the members of the Meeves Water Users Association ("Association"), an unincorporated association, and the South Boise Water Company, Inc. ("Company"), an Idaho non-profit corporation.

Recitals

1. The Association is comprised of landowners ("members") holding interests in the direct-flow irrigation water right for 1.8 cfs from the Boise River originally decreed to Peter Meeves (the "Meeves right"), having a priority date of June 1, 1871 and listed in the Stewart Decree for the Boise River as priority number 53. The members, along with all others who hold interests in the Meeves right are referred to herein collectively as the Meeves right holders. As of the date of this Agreement, the Meeves right holders are: Barbara Little, Russell and Harriett Reininger, East Boise Friends Church, David Eaton and Jane Seys-Eaton, Dennis Baker, Lee and Roni Levy and Terry and Shirley Keyes. The Meeves right historically has been diverted through the Meeves No. 1 Ditch and, as described in paragraph 4 below, through the Meeves No. 2 Ditch.

2. The Company holds decreed direct-flow water rights for irrigation purposes for 10 cfs from the Boise River with a priority date of June 1, 1865, and listed in the Stewart Decree for the Boise River as priority numbers 16 and 18. The Company owns and operates a canal known as the Ridenbaugh-Rossi Mill Ditch ("Mill Ditch") and associated facilities in accordance with existing easement rights, by which the Company diverts its rights from the Boise River for the benefit of its shareholders.

3. The Meeves right holders irrigate lands adjacent to or near a portion of the Mill Ditch. The Association wishes to abandon permanently that portion of the Meeves No. 1 Ditch lying upstream of Parkcenter Boulevard, to transfer the point of diversion for the Meeves right to the point of diversion for the Mill Ditch and to obtain delivery of the water at the Association's pump station diverting from the Mill Ditch immediately west of Parkcenter Boulevard in Boise, Idaho or at any other convenient location on the Mill Ditch in that vicinity as the Association may adopt as a pumping site from time to time subject to the terms of this Agreement (the "pump facility"). The Mill Ditch has sufficient capacity to carry the Meeves right. The Association wishes to enter into this Agreement in order to secure the use of the Mill Ditch to carry irrigation

water under the Meeves right to this new point of delivery for the benefit of the Meeves right holders, and for the benefit of those parcels of land located in Ada County, further described in Exhibit A hereto.

4. The Company and the Association entered into that certain Water Delivery Agreement dated September 18, 1987, recorded in the Ada County records as instrument No. 8753485 (the "1987 Agreement"), pursuant to which the Association paid the Company \$5,100 to purchase stock for or on behalf of the Meeves right holders and to prepay 25 years of assessments on the stock. In return for an additional payment to the Company and other consideration, the parties wish to amend the 1987 Agreement by means of this Agreement.

5. One of the water right holders, Barbara Little, is entitled to divert the Meeves right through a permitted alternate point of diversion, known as the Meeves No. 2 Ditch, located at point on Loggers Creek in the NW1/4, NW1/4, Section 24, T3N R2E, B.M. pursuant to an existing easement. While this Agreement does not concern the Meeves No. 2 Point of Diversion the parties wish to preserve it as specified in paragraph 14, below.

6. The Company wishes to accommodate the Association's request to carry and deliver the Meeves right to the Meeves right holders through the Mill Ditch, to recognize formally that the Meeves right holders hold a permanent ditch and easement right in the Mill Ditch and for other purposes.

IN CONSIDERATION OF the mutual promises and obligations contained herein, the Association and the Company hereby covenant and agree as follows:

7. Except as otherwise provided herein, this Agreement shall amend, and supersede to the extent inconsistent, the 1987 Agreement. Where there is any conflict between the 1987 Agreement and this Agreement, this Agreement shall control.

8. Delivery of Meeves right through Mill Ditch. On a daily basis throughout the irrigation season the Company shall divert at the Mill Ditch diversion point from the Boise River the maximum amount of irrigation water allowed under the Meeves right and shall carry such water to the pump facility for diversion and beneficial use for irrigation purposes by the Meeves right holders, and those lands identified on Exhibit A.

9. Ownership of pump facility. The Association is the owner of the pump facility, which it operates for the benefit of the Meeves right holders. The Association shall maintain and operate the pump facility in such a manner as not to interfere with the operation of the Mill Ditch or the Company's delivery

of water to its shareholders. The Company shall have no liability or responsibility for maintaining or operating the pump facility. The Association shall be entitled to relocate the pump facility on the Mill Ditch so long as such relocation does not materially burden the Company or its shareholders, or change any obligations under this Agreement.

10. Payment for delivery of Meeves right. The Association, having paid the Company \$5,100 pursuant to the 1987 Agreement, shall pay to the Company the additional sum of \$1,900.00, receipt of which the Company hereby acknowledges, which shall be full payment, in perpetuity, for the purchase of stock and for yearly stock assessments, yearly maintenance charges, and all other charges of any kind associated with the recognition or grant of a ditch and easement right pursuant to section 13 below, the delivery of the Meeves right or the Meeves right holders' ownership of company stock pursuant to this Agreement.

11. Issuance of shares to the Meeves right holders. Pursuant to the 1987 Agreement, the Company issued a collective total of 44 shares of the Class B common stock of the South Boise Water Company proportionately to or for the benefit of the individual Meeves right holders and their lands. The shares issued to or for the benefit of the individual Meeves right holders and their lands were allocated in the following respective proportionate amounts, which reflect the respective amounts of land ownership:

Barbara Little	25 shares
Russell and Harriett Reininger	5 shares
East Boise Friends Church	5 shares
David Eaton and Jane Seys-Eaton	3 shares
Dennis Baker	2 shares
Lee and Roni Levy	2 shares
Terry and Shirley Keyes	2 shares
 TOTAL	 44 shares

Those individuals or entities who acquire or who have acquired the Company's shares pursuant to this Agreement or the 1987 Agreement shall be entitled to all rights and privileges attendant to such shares, according to the bylaws and rules of the Company, but shall be entitled to receive, pursuant to such shares, water under the Company's water right only when the Meeves right is insufficient to provide for their needs and the Company has water available for delivery.

12. Retention of Meeves right. The Meeves right holders each shall retain his, her or its proportionate share of the

Meeves right, and all rights and privileges attendant thereto, despite the fact that such right now will be diverted and delivered through the facilities of the Company and without regard to whether the individual Meeves right holder owns stock in the Company. The Company shall have no interest in the Meeves water right, the pump facility or any replacement pump or delivery facility that may be installed, and shall take no action which will injure or jeopardize the Meeves right or the pump facility.

13. Recognition of ditch and easement right. To the extent that an approved transfer of the Meeves right point of diversion to the Company's point of diversion does not or is not deemed to entitle the Meeves right holders to a ditch and easement right in the Mill Ditch alignment, the Company hereby grants to the Meeves right holders, individually and collectively, for the benefit of lands described in Exhibit A, and otherwise recognizes in such right holders, an undivided interest in the Company's ditch right in the form of perpetual primary and secondary easements in the Mill Ditch from its point of diversion on the Boise River, including any new point to which such diversion might be changed at the Company's discretion, to the point where the Mill ditch leaves the property now owned or occupied by East Boise Friends Church, (as graphically illustrated in Exhibit B hereto) provided, that neither the Association nor any Meeves right holder shall exercise such ditch right so as to interfere with or burden or injure the Company's water rights, ditch rights, easements, operations or facilities. The easements recognized or granted by this paragraph shall be appurtenant to the lands described in Exhibit A. The Company shall be entitled to change the Mill Ditch point of diversion at its discretion, provided that the change does not materially and adversely affect the Meeves right or the Meeves right holders or limit their ditch and easement right arising from such new point of diversion.

14. Dissolution or ditch abandonment. If the Company determines that it will dissolve, relocate the Mill Ditch or its diversion facilities or take any other action other than normal and temporary maintenance which would interfere with its ability to carry the Meeves right or deliver it to the pump facility, the Company shall provide the Association with at least 180 days prior notice of such action. Upon such notice, the parties agree to negotiate in good faith concerning the continued delivery of the Meeves right in common with the Company's right through the Mill Ditch or otherwise. If, after such negotiations or otherwise, the Company determines that it will abandon the Mill Ditch, the Mill Ditch alignment, the Company's easements or associated facilities, the Company shall be entitled to sell or otherwise convey such facilities to any transferee or purchaser, provided, that any such sale or conveyance shall preserve the Meeves ditch and easement right in

the Mill Ditch and also shall preserve, and bind the buyer or transferee to, the obligation under this contract to deliver the Meeves right to the pump facility pursuant to this Agreement.

15. If Meeves water not used. If any water diverted from the river under the Meeves right is not diverted by the Meeves right holders, upon flowing past the pump facility in the Mill Ditch such water shall become the property of the Company and available for carriage flows, diversion and beneficial use by its shareholders according to the Company's rules.

16. Measuring devices. The Company shall maintain all measuring devices on its facilities that are required by the Idaho Department of Water Resources. Such devices shall be capable of measuring diversions under the Company's rights as increased by the Meeves right. The Association shall install and maintain a flowmeter or other suitable measuring device on the pump facility capable of measuring the amount of the Association's diversions through the pump facility under the Meeves right. Any records either party may keep of diversions through the points identified in this paragraph shall be made available to the other upon request.

17. Signatures required for consent. This Agreement shall be in full force and effect once it has been signed by the president and secretary of the Company and by not less than three members of the Association, provided that such members collectively hold more than fifty percent of the land area irrigated by the Meeves right. Meeves right holders not signing this Agreement shall be third party beneficiaries of this Agreement.

18. Meeves No. 2 diversion preserved. The Company and the water right holders acknowledge that Barbara Little, one of the water right holders, is entitled to divert all or part of the Meeves right through the Meeves No. 2 Ditch at appropriate times in order to irrigate her lands north of Loggers Creek. The Company shall take no action to prevent such use of the Meeves No. 2 Ditch. Mrs. Little and/or the Association members shall divert no more water through a combination of the pump facility and the Meeves No. 2 Ditch than that to which the Meeves right entitled them, and, upon request, shall inform the Company in advance of the general schedule of proposed diversions through the Meeves No. 2 Ditch and the pump facility, respectively.

19. Recitals. The recitals set forth above are hereby incorporated by this reference.

20. Binding effect. The rights and responsibilities set forth in this Agreement shall bind and inure to the benefit of the parties hereto, their heirs, representatives, successors,

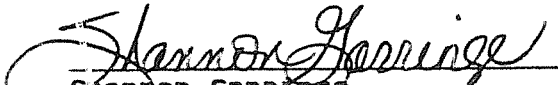
members, shareholders and assigns. The parties recognize that, within the limits of the Meeves right and so long as the interests of all Meeves right holders are protected, the Association may admit additional members or recognize other Meeves right holders according to such rules and conditions as the Association may adopt. This Agreement shall bind and inure to the benefit of any such additional members or other Meeves right holders, and their lands.

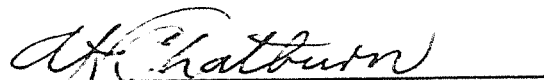
21. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

22. Execution in Counterpart. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute but one and the same instrument, and shall become effective only upon execution of one or more of such counterparts by each of the requisite parties.

IN WITNESS WHEREOF the parties execute this Agreement effective the 14th day of April, 1988.

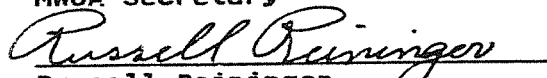
SOUTH BOISE WATER COMPANY,
INC.


Shannon Gorringer
Secretary

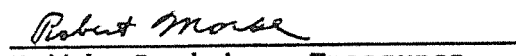

A.H. Chatburn
President

MEEVES WATER USERS ASSOCIATION
AND/OR MEEVES WATER RIGHT
HOLDERS


Barbara Little
MWUA Secretary


Russell Reininger
MWUA Watermaster

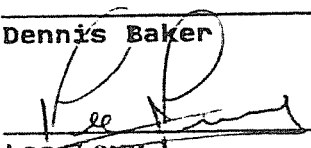

Harriett Reininger


~~Kathie Register, Treasurer~~
East Boise Friends Church
Robert Morse - assistant pastor

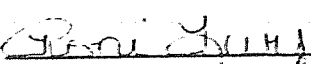
David Eaton

Jane Seys-Eaton

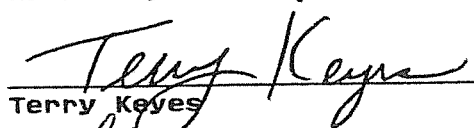
Dennis Baker



~~Lee Levy~~



Roni Levy



Terry Keyes

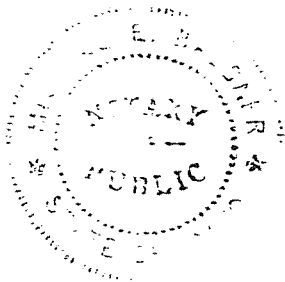


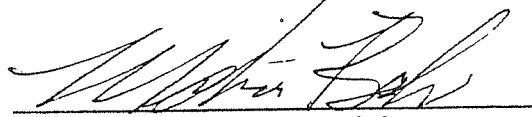
Shirley Keyes

STATE OF IDAHO)
) ss.
County of Ada)

On this 14 day of April, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared A. H. Chatburn, known or identified to me to be the President of South Boise Water Company, Inc., the Idaho non-profit corporation that executed the within and 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.

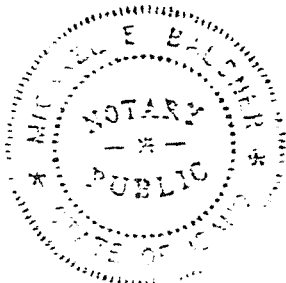


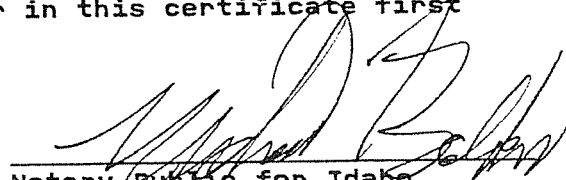

Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 10/5/93

STATE OF IDAHO)
) ss.
County of Ada)

On this 14 day of April, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Shannon Gorringer, known or identified to me to be the Secretary of South Boise Water Company, Inc., the Idaho non-profit corporation that executed the within and 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.

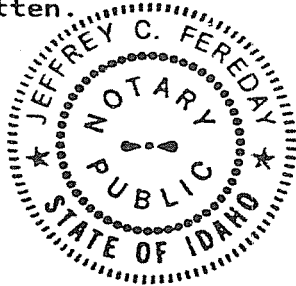



Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 10/5/93

STATE OF IDAHO)
) ss.
County of Ada)

On this 12th day of April, 1988, before me,
the undersigned, a Notary Public in and for said State, personal-
ly appeared Barbara Little, known or identified to me to be one
of the MEEVES RIGHT HOLDERS and/or a member of the MEEVES MEEVES
USERS ASSOCIATION, and acknowledged to me that she executed the
foregoing Agreement.

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

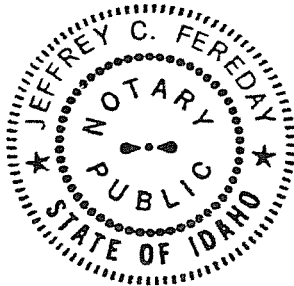


Jeffrey C. Fereday
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 2/10/94

STATE OF IDAHO)
) ss.
County of Ada)

On this 12th day of April, 1988, before me,
the undersigned, a Notary Public in and for said State, personal-
ly appeared Russell Reininger, known or identified to me to be
one of the MEEVES RIGHT HOLDERS and/or a member of the MEEVES
WATER USERS ASSOCIATION, and acknowledged to me that he executed
the foregoing Agreement.

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

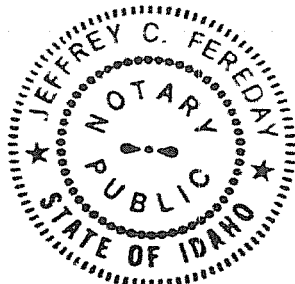


Jeffrey C. Fereday
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 2/10/94

STATE OF IDAHO)
) ss.
County of Ada)

On this 12th day of April, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Harriett Reininger, known or identified to me to be one of the MEEVES RIGHT HOLDERS and/or a member of the MEEVES WATER USERS ASSOCIATION, and acknowledged to me that she executed the foregoing Agreement.

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

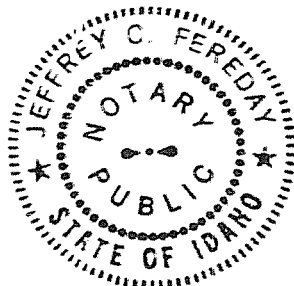


Jeffrey C. Fereday
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 2/10/94

STATE OF IDAHO)
) ss.
County of Ada)

On this 12th day of April, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared ~~Kathie Register~~ ^{Robert Morse} on behalf of East Boise Friends Church, known or identified to me to be one of the MEEVES RIGHT HOLDERS and/or a member of the MEEVES WATER USERS ASSOCIATION, and acknowledged to me that she executed the foregoing Agreement.

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



Jeffrey C. Fereday
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 2/10/94

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared David S. Eaton, known or identified to me to be one of the MEEVES RIGHT HOLDERS and/or a member of the MEEVES WATER USERS ASSOCIATION, and acknowledged to me that he executed the foregoing Agreement.

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, Idaho
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Jane Seys-Eaton, known or identified to me to be one of the MEEVES RIGHT HOLDERS and/or a member of the MEEVES WATER USERS ASSOCIATION, and acknowledged to me that she executed the foregoing Agreement.

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, Idaho
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this _____ day of _____, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Dennis Baker, known or identified to me to be one of the MEEVES RIGHT HOLDERS and/or a member of the MEEVES WATER USERS ASSOCIATION, and acknowledged to me that he executed the foregoing Agreement.

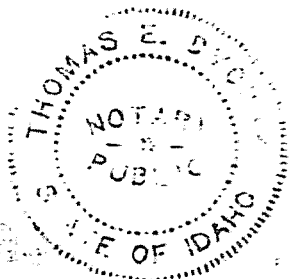
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this 13TH day of April, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Lee Levy, known or identified to me to be one of the MEEVES RIGHT HOLDERS and/or a member of the MEEVES WATER USERS ASSOCIATION, and acknowledged to me that he executed the foregoing Agreement.

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

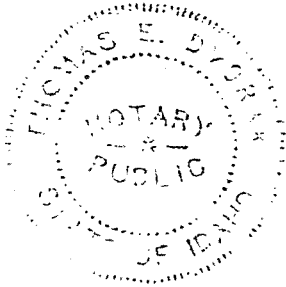


Thomas E. Donald
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 4/23/93

STATE OF IDAHO)
) SS.
County of Ada)

On this 13TH day of April, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Roni Levy, known or identified to me to be one of the MEEVES RIGHT HOLDERS and/or a member of the MEEVES WATER USERS ASSOCIATION, and acknowledged to me that she executed the foregoing Agreement.

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

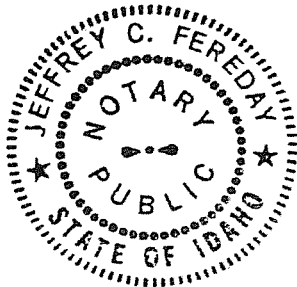


Thomas E Drosak
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 4/23/93

STATE OF IDAHO)
) SS.
County of Ada)

On this 12th day of April, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Terry Keyes, known or identified to me to be one of the MEEVES RIGHT HOLDERS and/or a member of the MEEVES WATER USERS ASSOCIATION, and acknowledged to me that he executed the foregoing Agreement.

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

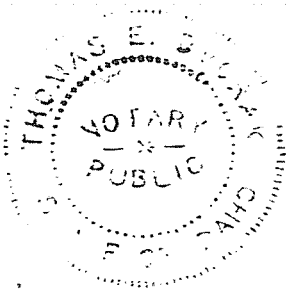


Jeffrey C. Fereday
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 2/10/94

STATE OF IDAHO)
) ss.
County of Ada)

On this 13th day of April, 1988, before me,
the undersigned, a Notary Public in and for said State, personal-
ly appeared Shirley Keyes, known or identified to me to be one
of the MEEVES RIGHT HOLDERS and/or a member of the MEEVES WATER
USERS ASSOCIATION, and acknowledged to me that she executed the
foregoing Agreement.

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



Thomas E Drouin
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 4/23/93

Ada County, Idaho
Request of

TIME 3:37 P. M.
DATE 4-15-88

JOHN BASTIDA

RECORDER

Barbara Miller
Deputy

4801

IRRIGATION WATER DELIVERY AGREEMENT - 14

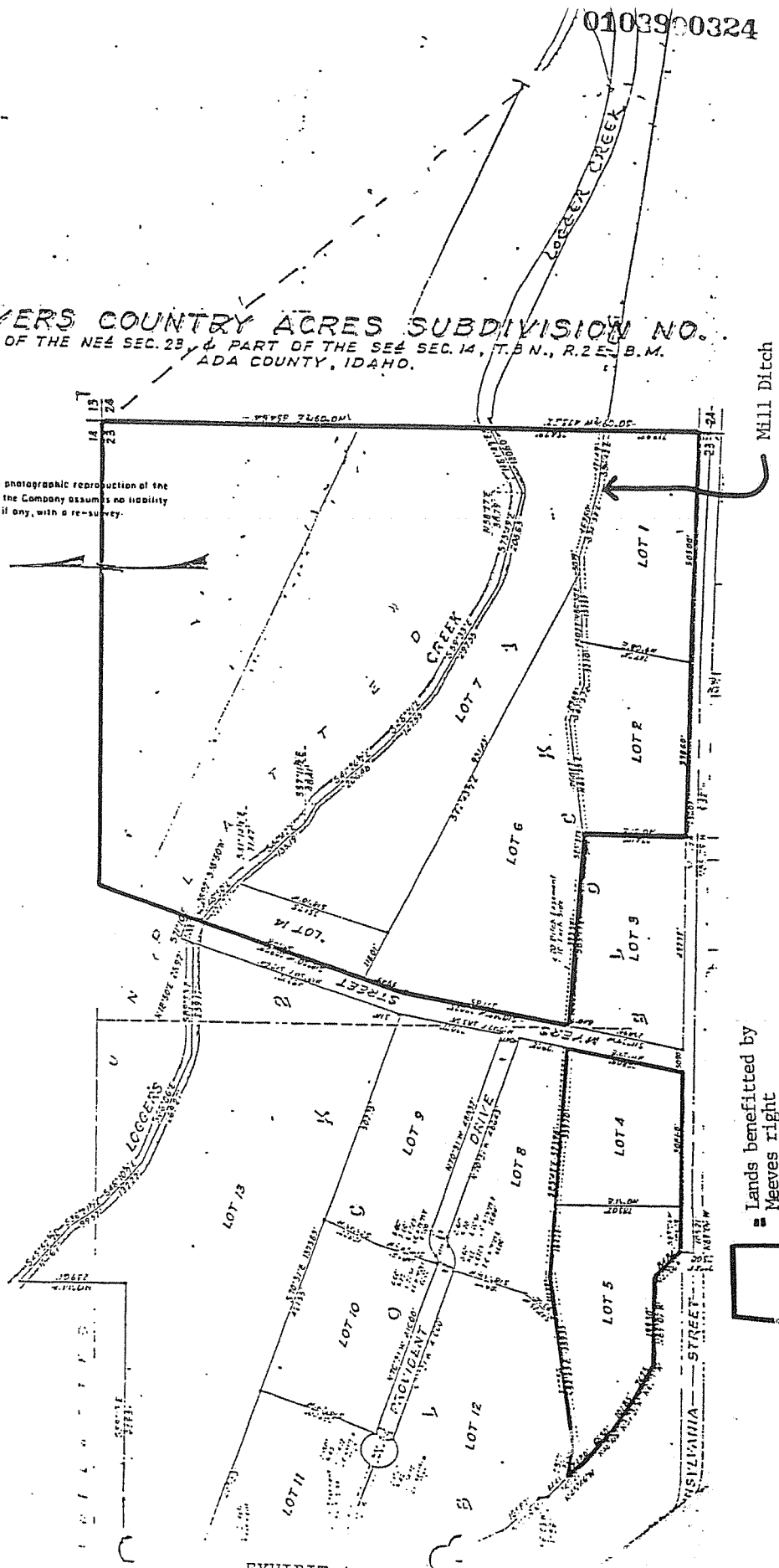
A40

TRANSFER No. 77363

0103900324

H. G. MYERS COUNTRY ACRES SUBDIVISION NO. PART OF THE NE 1/4 SEC. 23, & PART OF THE SE 1/4 SEC. 14, T. 5 N., R. 2 E., B. M. ADA COUNTY, IDAHO.

While this is a photographic reproduction of the
 recorded plat, the Company assumes no liability
 for variations, if any, with a re-survey.



■ Lands benefitted by
 ■ Meeves right

PLAT NO. 1

TRANSFER No. 773

0103900325

H. G. MYERS COUNTRY ACRES SUBDIVISION NO.
 PART OF THE NE¹/₄ SEC. 23, & PART OF THE SE¹/₄ SEC. 14, T. 5 N., R. 2 E., B. M.
 ADA COUNTY, IDAHO.

While this is a photographic reproduction of the
 recorded plot, the Company assumes no liability
 for variations, if any, with a re-survey.

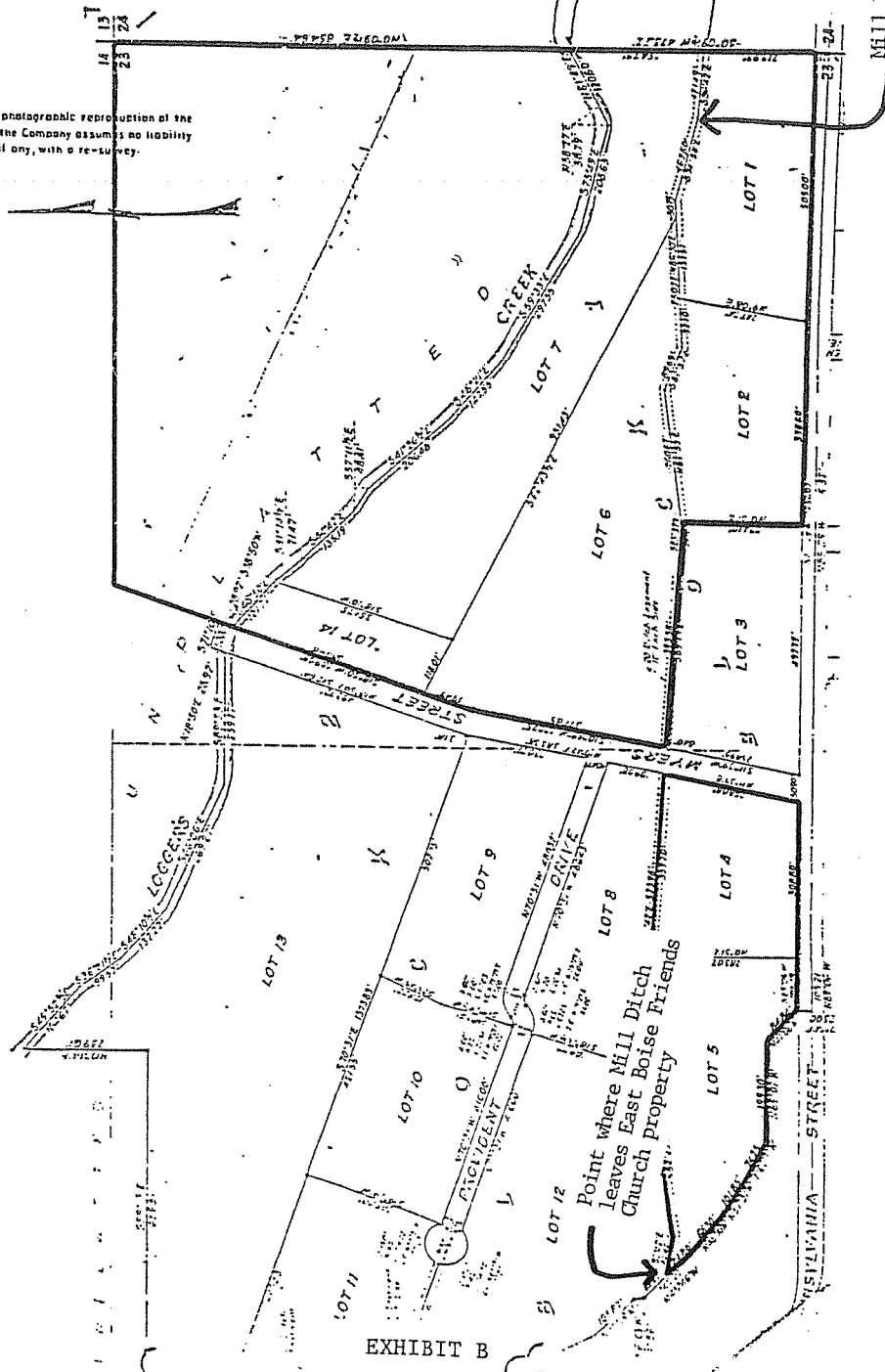


EXHIBIT B

TRANSFER No. 77363

EXHIBIT B

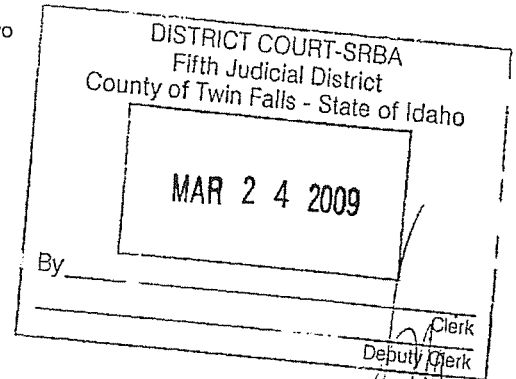
IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS

In Re SRBA)
) PARTIAL DECREE PURSUANT TO
Case No. 39576) I.R.C.P. 54(b) FOR
)
) Water Right 63-00185A

NAME AND ADDRESS: MEEVES WATER USERS ASSOCIATION
C/O GARY CHADWICK
221 PROVIDENT DR
BOISE, ID 83706

SOURCE: BOISE RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 0.74 CFS



This right shall receive 100 percent of its decreed quantity until the natural flow of the waters of the Boise River shall decrease so that all rights containing this condition cannot receive 100 percent of their decreed quantities, at which time this right and the other rights containing this condition shall first be cut to 75 percent of their decreed quantities, as the natural flow of the river decreases, beginning with the latest rights containing this condition and preceding to the earliest rights containing this condition in the order of their priority dates, and after all of the rights containing this condition shall have been reduced to 75 percent of their decreed quantities, should the natural flow of the waters of the river decrease below the amount necessary to supply 75 percent of those decreed quantities, then this right and the other rights containing this condition, beginning with the latest and preceding to the earliest, shall be reduced to 60 percent of their decreed quantities.

PRIORITY DATE: 06/01/1871

POINT OF DIVERSION: T03N R02E S24 NENWSE Within Ada County
R03E S19 SWSWSW

PURPOSE AND PERIOD OF USE:	PURPOSE OF USE	PERIOD OF USE	QUANTITY
	Irrigation	03-01 TO 11-15	0.74 CFS

Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only as authorized by the Water District 63 Water Master and only when water is being released for flood control by the United States from the Lucky Peak Dam outlet under procedures and requirements for the Memorandum of Agreement between the U.S. Department of the Army and the U.S. Department of the Interior for Flood Control Operations of the Boise River Reservoirs, dated November 20, 1953, the Water Control Manual for Boise River Reservoir dated April 1985 and any future amendments or revisions made thereto pursuant to state or federal procedures or law; provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576.

PLACE OF USE:	Irrigation	Within Ada County
	T03N R02E S14 SESE 2.0	
	S23 NENE 30.5	NWNE 4.3
	36.8 Acres Total	

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 36.8 ACRES WITHIN THE

Exhibit B

A44

SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

PLACE OF USE (continued)

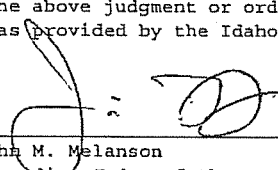
BOUNDARY OF THE MEEVES WATER USERS ASSOCIATION.

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. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

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

In Re SRBA)
)
Case No. 39576)
_____)

PARTIAL DECREE PURSUANT TO
I.R.C.P. 54(b) FOR DISTRICT COURT-SRBA
Fifth Judicial District
County of Twin Falls - State of Idaho

Water Right 63-00185B

MAR 24 2009

By _____ Clerk
Deputy Clerk

NAME AND ADDRESS: SOUTH BOISE WATER CO
C/O BARRY ESCHEN PRESIDENT
PO BOX 6005
BOISE, ID 83707

SOURCE: BOISE RIVER TRIBUTARY: SNAKE RIVER

QUANTITY: 1.06 CFS

This right shall receive 100 percent of its decreed quantity until the natural flow of the waters of the Boise River shall decrease so that all rights containing this condition cannot receive 100 percent of their decreed quantities, at which time this right and the other rights containing this condition shall first be cut to 75 percent of their decreed quantities, as the natural flow of the river decreases, beginning with the latest rights containing this condition and preceding to the earliest rights containing this condition in the order of their priority dates, and after all of the rights containing this condition shall have been reduced to 75 percent of their decreed quantities, should the natural flow of the waters of the river decrease below the amount necessary to supply 75 percent of those decreed quantities, then this right and the other rights containing this condition, beginning with the latest and preceding to the earliest, shall be reduced to 60 percent of their decreed quantities.

PRIORITY DATE: 06/01/1871

POINT OF DIVERSION: T03N R02E S24 LOT 5 (NENWSE) Within Ada County
R03E S19 LOT 6 (SWSWSW)

PURPOSE AND
PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
Irrigation	03-01 TO 11-15	1.06 CFS

Diversion for irrigation under this water right prior to April 1 and after October 31 shall occur only as authorized by the Water District 63 Water Master and only when water is being released for flood control by the United States from the Lucky Peak Dam outlet under procedures and requirements for the Memorandum of Agreement between the U.S. Department of the Army and the U.S. Department of the Interior for Flood Control Operations of the Boise River Reservoirs, dated November 20, 1953, the Water Control Manual for Boise River Reservoir dated April 1985 and any future amendments or revisions made thereto pursuant to state or federal procedures or law; provided that any such use of this water right prior to April 1 and after October 31 shall be subordinated to water rights for storage in Lucky Peak Reservoir, Lake Lowell, Arrowrock Reservoir, and/or Anderson Ranch Reservoir, as decreed in SRBA Case No. 39576.

PLACE OF USE:

THIS RIGHT IS LIMITED TO THE IRRIGATION OF 871.78 ACRES WITHIN THE BOUNDARY OF THE SOUTH BOISE WATER COMPANY.
The boundary encompassing the place of use for this water right is described with a digital boundary as defined by I.C. Section 42-202B(2) and authorized pursuant to I.C. Section

SRBA Partial Decree Pursuant to I.R.C.P. 54(b) (continued)

PLACE OF USE (continued)

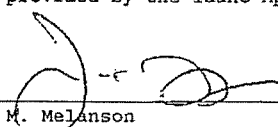
42-1411(2)(h). The data comprising the digital boundary are incorporated herein by reference and are stored on a CD-ROM disk issued in duplicate originals on file with the SRBA District Court and the Idaho Department of Water Resources. A map depicting the place of use is attached hereto to illustrate the place of use described by the digital boundary.

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

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. I.C. SECTION 42-1412(6).

RULE 54(b) CERTIFICATE

With respect to the issues determined by the above judgment or order, it is hereby CERTIFIED, in accordance with Rule 54(b), I.R.C.P., that the court has determined that there is no just reason for delay of the entry of a final judgment and that the court has and does hereby direct that the above judgment or order shall be a final judgment upon which execution may issue and an appeal may be taken as provided by the Idaho Appellate Rules.



John M. Melanson
Presiding Judge of the
Snake River Basin Adjudication

A49

In Re SRBA

Case No. 39576

Water Right 63-02392D

NAME AND ADDRESS: MEEVES WATER USERS ASSOCIATION
C/O GARY CHADWICK
221 PROVIDENT DR
BOISE, ID 83706

PRIORITY DATE: 09/13/1927

TRANSFER No. 77363

EXHIBIT C

Meeves Water Users Association Members

Parcels

Shares

Mountain West Entrust IRA FBO Bruce Otto	R5935000035	0.92	2
James Mowbray	R5935000005	1.197	3
Barbara Little Family LP	R5935000020	0.706	2
Barbara Little Trust	R5935000030	1.102	3
Bruce Otto	R6707670025	0.15	1
Assembly of God Church	R1358190300	1.76	4
Boise Station Properties LLC	R1358190200	0.834	2
Trudy Comba Trust	R5935000039	1.07	3
Boise Station Properties LLC	R1358190100	0.711	2
TOTAL		8.45	22

Exhibit C

Aso

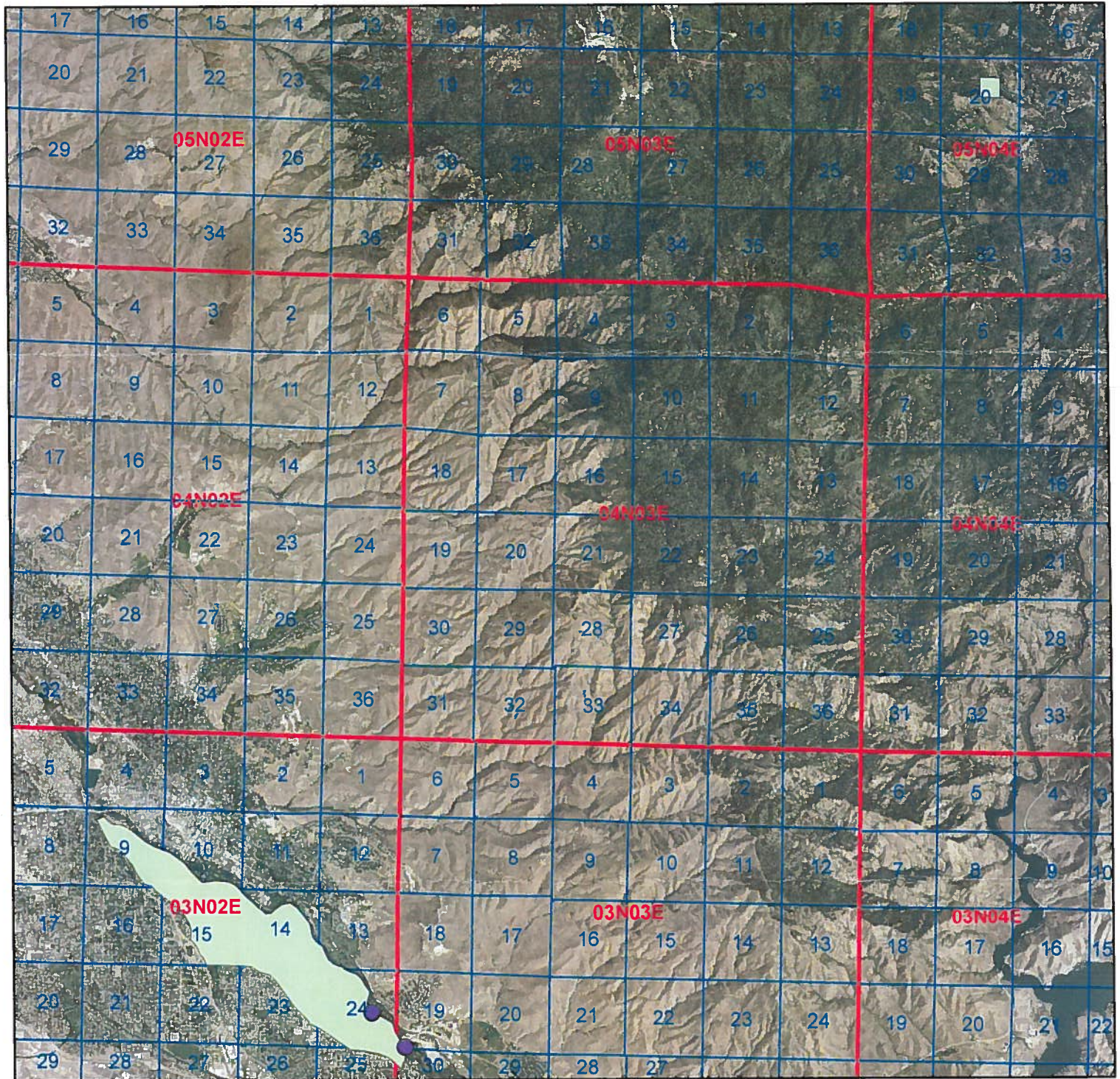
TRANSFER No. 77363

Transfer Application No. 77363

AMENDED

Water Service Area Boundary for South Boise Water Co

Rights within boundary prior to transfer processing; 63-148C, 63-150, 63-185B, and 63-2392C



0 1.5 3 6 9 12 Miles

N

Legend

- POD
- Large POU
- Township/Range
- Sections

SBF
12/21/11

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESAPPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	63-02392D	.30 cfs	irrigation	03-01 to 11-15	waste water / Boise River
☒ ☐	63-00185A	.74 cfs	irrigation	03-01 to 11-15	Boise River
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights _____ cfs and/or _____ ac-ft

2. Total amount of water proposed to be transferred or changed _____ cubic feet per second and/or _____ acre-feet per annum.

3. Point(s) of Diversion:

- ☒ No changes to point(s) of diversion are proposed-the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed-the following chart is therefore not completed. (Proceed to #5.)

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

Total Acres (for irrigation use) _____

SUPERSEDED BY AMENDED APP PG 2 RECEIVED 12/22/2011.

Borgeman, Sherry

From: Borgeman, Sherry
Sent: Wednesday, January 04, 2012 8:56 AM
To: 'Rex Barrie'
Subject: Comment Letter to WD 63 Transfer 77363
Attachments: DOC559.pdf; Comment Letter to WD 63 Transfer 77363.doc

Attached is a cover letter & copies of application(s) for your review and/or comment. If you have any questions regarding this information please feel free to contact this office.

Thank you,

Sherry Borgeman
Idaho Department of Water Resources, Western Region
208-334-2190 (ph)
208-334-2348 (fax)

January 4, 2012

REX BARRIE
WATER DISTRICT #63
PO BOX 767
10769 W STATE ST
STAR, ID 83669-0767

RE: Transfer No. 77363
Water Right No(s): 63-185A, 63-2392D

Dear Mr. Barrie:

A copy of the above referenced application is enclosed. Please review the application, then complete the enclosed recommendation form and return it to this office within **14 days** of the date of this letter.

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the watermaster, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

IDWR's regional offices can finish reviewing an unprotested application as soon as the protest period has past. Your prompt response to this request will ensure that your recommendation can be considered. If IDWR has not received your written recommendation within **14 days** from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

Sincerely,

Sherry Borgeman
Administrative Assistant

Enclosure(s)



December 21, 2011

Laura E. Burri
Adam S. Christenson
Jeffrey R. Christenson
David P. Claiborne
S. Bryce Farris
Jon C. Gould
David Hammerquist
Charles L. Honsinger **
James P. Kaufman
Jennifer Reid Mahoney
James G. Reid *
Daniel V. Steenson

Angela Grimm, PG
Western Region
Idaho Department of Water Resources
2735 Airport Way
Boise, Idaho 83705

Re: South Boise Water Company Water Rights

Dear Ms. Grimm:

This letter is to follow-up your letter and our telephone conversation in which we discussed the modifications you requested to the Application for Transfer of Water Right, Transfer No. 77363, submitted by the South Boise Water Company (SBWC).

As discussed, I have enclosed page 2 of the Transfer Application with the changes handwritten, initialed and dated. I have also enclosed the SBWC Water Service Area Boundary map which you provided, initialed and dated, to be included in the amended application.

Thank you for your assistance with the matter. Please contact me if you have any questions or comments.

Yours very truly,

A handwritten signature in black ink, appearing to read "S. Bryce Farris".

S. Bryce Farris

SBF:kw
Enclosures

cc: Barry Eschen

RECEIVED

DEC 22 2011

WATER RESOURCES
WESTERN REGION



State of Idaho

DEPARTMENT OF WATER RESOURCES

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

Phone: (208) 334-2190 • Fax: (208) 334-2348 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

December 7, 2011

South Boise Water Company
c/o Ringert Law
Attn: S. Bryce Farris
P.O. Box 2773
Boise, ID 83701

Re: Transfer No. 77363 for Water Rights # 63-185A & # 63-2392D

Dear Mr. Farris,

This office received the application to change two water rights referenced above. Upon review, it's been determined portions of the application are incomplete. Please submit an amended application to address the following items:

- The total amount of water under rights (Part 1 B item 1). Please amend the application to indicate the total diversion rate authorized for both rights when combined.
- The place of use (Part 1 B item 4). Please amend the application to indicate the service area of the South Boise Water Company is the proposed place of use. Also, please complete the "Total Acres (for irrigation use)" segment of the application indicating the number of acres proposed for irrigation within the service area after the requested changes.
- A map indicating the place of use (Part 3 A). Based on the cover letter submitted with the transfer application, it appears you desire the current digital boundary on file for South Boise Water Company's service area to be used for the place of use for the rights proposed for transfer. I have enclosed a map depicting this boundary. If you feel this boundary is correct, please initial and date this map and include it with the amended application.

Please submit an amended application to allow for further processing. You may seek additional time to provide an amended application by making a written request to delay processing. Your written response, including the requested amended application or a request for more time, must be received within the next thirty (30) days. Without a timely reply, IDWR will issue a preliminary order to deny the transfer application. Please contact me at (208)334-2190 if you have any questions. Thank you in advance for your attention to this matter, I look forward to your response.

Sincerely,

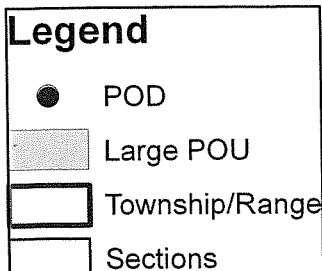
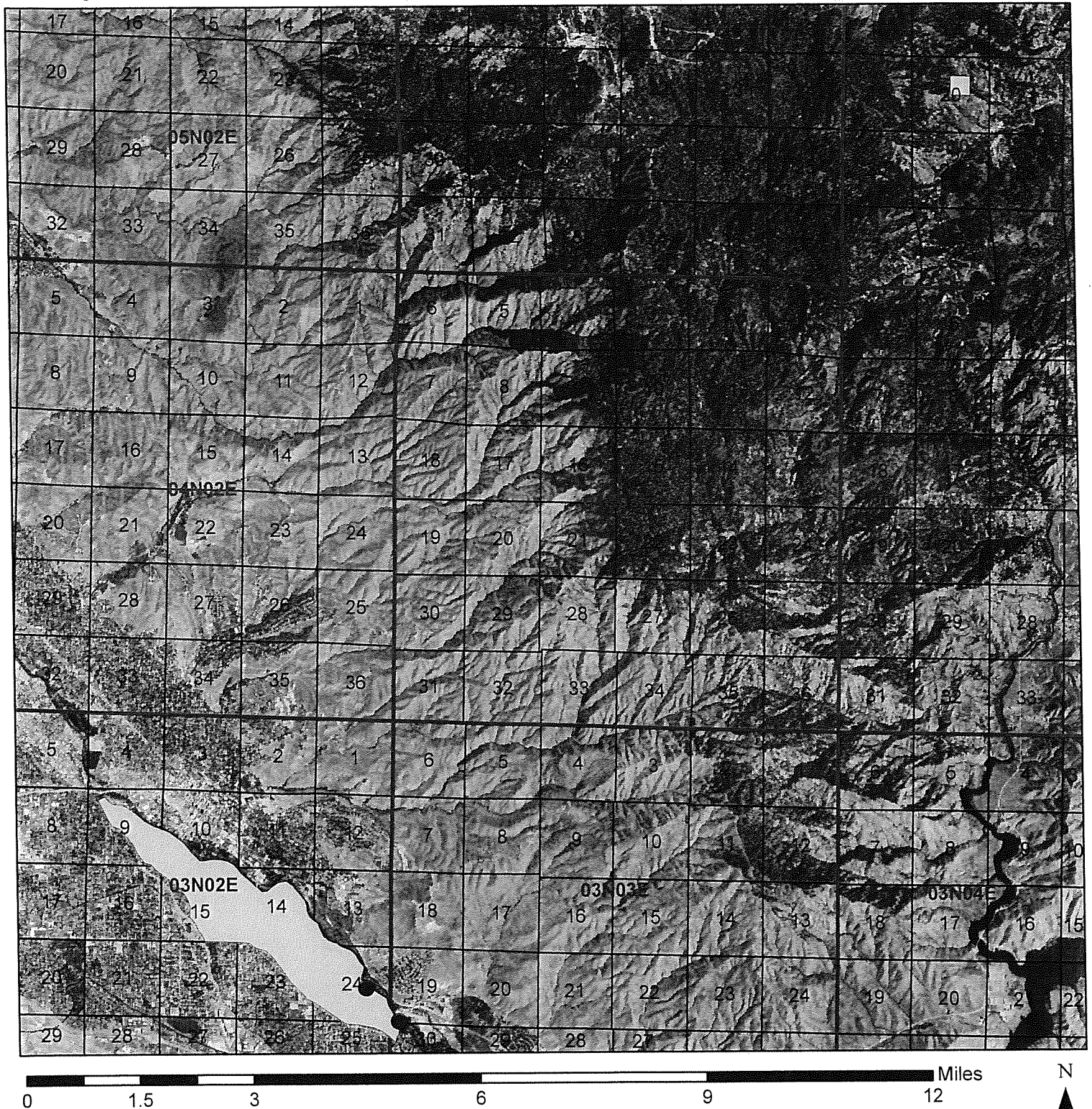
Angela M. Grimm, PG
Water Resource Agent, Sr.

Enclosure(s): Large POU digital boundary map for South Boise Water Company

Transfer Application No. 77363

Water Service Area Boundary for South Boise Water Co

Rights within boundary prior to transfer processing; 63-148C, 63-150, 63-185B, and 63-2392C



JUN 07 2011

WATER RESOURCES
WESTERN REGION

June 6, 2011

Laura E. Burri
Adam S. Christenson
Jeffrey R. Christenson
David P. Claiborne
S. Bryce Farris
Jon C. Gould
David Hammerquist
Charles L. Honsinger **
James P. Kaufman
Jennifer Reid Mahoney
James G. Reid *
Daniel V. Steenson

Steve Lester
Western Region
Idaho Department of Water Resources
2735 Airport Way
Boise, Idaho 83705

Re: South Boise Water Company Water Rights

Dear Mr. Lester:

Enclosed for filing with the Idaho Department of Water Resources, please find an original and one copy of the Notice of Change in Water Right Ownership and an original and one copy of the Application for Transfer of Water Right (Transfer), for water right nos. 63-02392D and 63-00185A. Attached as and exhibit to the Transfer is the 2011 Amended Water Delivery Agreement (Agreement) between Meeves Water Users Association and South Boise Water Company. This Agreement details the necessity of the Transfer to add the service area of South Boise Water Company to the place of use for these rights.

Enclosed also is a check in the amount of \$50.00, for the filing fee of the Notice of Change in Water Right Ownership, and a check in the amount of \$290.00, for the filing fee of the Transfer.

Please provide me with conformed copies of the documents in the prepaid self-addressed envelope I have provided. Thank you for your assistance with this matter and please contact me if you have any questions or comments.

Yours very truly,



S. Bryce Farris

SBF:kw
Enclosures

cc: client