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APR 06 2023

WATER RESOURCES
WESTERN REGION

January 20, 2023

Via Email

Marshall Thompson
Vice President and General Manager
Veolia Water Idaho, Inc.
8248 W Victory Rd
Boise, ID 83709
Email: marshall.thompson@veolia.com

Re: Brisbie LLC's Transfer Application No. 87042

Dear Mr. Thompson:

This letter agreement ("**Letter Agreement**") confirms the agreement reached between representatives of Veolia Water Idaho, Inc. ("**VWID**"), and Brisbie LLC ("**Brisbie**") at a meeting held on January 17, 2023 concerning the above-referenced application ("**Application**").

VWID and Brisbie agree as follows:

1. Any approval of the Application by the Idaho Department of Water Resources ("**Department**") will be subject to the following terms and conditions:

Brisbie shall install a measuring device acceptable to the Department at each authorized point of diversion. The measuring devices shall be capable of displaying and recording diversion flow rate and totalized volume measurement. For each authorized point of diversion, Brisbie shall record the diversion volume measurements monthly for any calendar year in which water is diverted and used under any approval of the Application. Brisbie shall annually submit records of such diversion volume measurements to the Department in accordance with Section 42-701, Idaho Code, together with any fees required under Section 42-701(6), Idaho Code. Failure to reasonably comply with these terms and conditions shall be cause for the Department to cancel or revoke the transfer approved under the Application, but only following written notice from the Department of the alleged failure to comply and a reasonable opportunity to cure the measuring and reporting deficiencies going forward from the date of such notice.

2. Brisbie shall request that the Department include the terms and conditions set forth in paragraph 1 above in any approval of the Application. VWID and Brisbie agree that the following Department standard conditions (or substantially similar conditions) may be included in any approval of the Application in lieu of the precise language set forth in paragraph 1 above:

- a. Prior to diversion of water under this right, the right holder shall install and maintain a measuring device and lockable controlling works of a type acceptable to the Department as part of the diverting works.
- b. The right holder shall record the quantity of water diverted and annually report diversions of water as required by Idaho Code § 42-701.

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c. Failure of the right holder to comply with any condition of approval is cause for the Director to cancel this transfer approval.

d. The diversion and use of water described in this right may be subject to additional conditions and limitations agreed to by the protestant and the right holder under a separate agreement to which the Department is not a party. Because the Department is not a party, the Department is not responsible for enforcement of any aspect of the agreement not specifically addressed in other conditions herein. Enforcement of those portions of the agreement not specifically addressed in other conditions shall be the responsibility of the protestant and the water right holder.

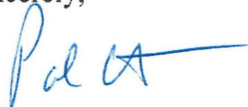
3. Brisbie shall file this Letter Agreement with the Department in the matter of the Application and will defend the inclusion of the terms and conditions agreed to above in any approval of the Application. Regardless of whether the terms and conditions agreed to above are included in any approval of the Application, the diversion and use of water in connection with any approval of the Application shall be subject to the terms and conditions of this Letter Agreement, which shall be binding upon VWID and Brisbie, and their heirs, successors, and assigns.

4. In consideration for Brisbie agreeing to the terms and conditions set forth above, VWID agrees to not protest the Application. VWID may seek intervention in the Application proceeding if necessary to defend the inclusion of the terms and conditions agreed to above in any approval of the Application, but only for that purpose. In the event that VWID files a protest before both parties execute this Letter Agreement, VWID will withdraw the protest upon execution of this Letter Agreement by both parties.

5. This Letter Agreement may not be modified or amended or the rights of any party hereunder waived unless such modification, amendment, or waiver is effected by a signed written instrument expressly modifying, amending, or waiving this Letter Agreement or the rights of a party hereunder. This Letter Agreement is governed by, and is to be construed in accordance with, the laws of the State of Idaho without considering any choice of law provisions that would require the application of the laws of a different jurisdiction. This Letter Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

If the above provisions are agreeable to VWID, please indicate your acknowledgement and acceptance by signing below.

Sincerely,

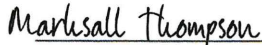


Paul Clements
Authorized Representative of Brisbie LLC,
a Delaware limited liability company

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AGREED AND ACCEPTED THIS 26th DAY OF JANUARY, 2023.

DocuSigned by:

_____

38665424-147
Marshall Thompson

Vice President and General Manager
Veolia Water Idaho, Inc.

cc: Michael Lawrence (via email)
Terry Scanlan (via email)