

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

**TRANSFER OF WATER RIGHT
TRANSFER NO. 88506**

This is to certify that: **NAMPA & MERIDIAN IRRIGATION DISTRICT
C/O SAWTOOTH LAW OFFICES PLLC
ATTN S BRYCE FARRIS
1101 W RIVER ST STE 110
PO BOX 7985
BOISE, ID 83702-7067**

has requested a change to the water right(s) listed below. This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code. A summary of the changes is also listed below. The authorized change for each affected water right, including conditions of approval, is shown on the following pages of this document.

Summary of Water Rights Before the Proposed Changes

<u>Water Right</u>	<u>Origin/Basis</u>	<u>Priority Date</u>	<u>Diversion Rate</u>	<u>Diversion Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>Source</u>
63-198AJ	WR/DECREED	6/1/1877	0.400 cfs	N/A	40.0	N/A	BOISE RIVER, MORES CREEK, ROCK CREEK
63-199B	WR/DECREED	5/1/1878	169.600 cfs	N/A	N/A	N/A	BOISE RIVER, MORES CREEK, ROCK CREEK
63-200B	WR/DECREED	8/20/1888	361.940 cfs	N/A	N/A	N/A	BOISE RIVER, MORES CREEK, ROCK CREEK
63-30181	WR/DECREED	6/1/1864	0.200 cfs	N/A	N/A	N/A	BOISE RIVER, MORES CREEK, ROCK CREEK

Purpose of Transfer (Changes Proposed)

<u>Current Number</u>	<u>Split</u>	<u>POD</u>	<u>POU</u>	<u>Add POD</u>	<u>Period of Use</u>	<u>Nature of Use</u>
63-198AJ	NO	YES	YES	NO	NO	NO
63-199B	NO	YES	YES	NO	NO	NO
63-200B	NO	YES	YES	NO	NO	NO
63-30181	NO	YES	YES	NO	NO	NO

Summary Of Water Rights After the Approved Change

<u>Existing Right</u>	<u>New No. (Changed Portion)</u>	<u>Transfer Rate</u>	<u>Transfer Volume</u>	<u>Acre Limit</u>	<u>Total Acres</u>	<u>New No. (remaining portion)</u>	<u>Remaining Rate</u>	<u>Remaining Volume</u>	<u>Remaining Acre Limit</u>	<u>Remaining Total Acres</u>
63-198AJ	63-198AJ	0.400 cfs	N/A	40.0	N/A	N/A	N/A	N/A	N/A	N/A
63-199B	63-199B	169.600 cfs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
63-200B	63-200B	361.940 cfs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
63-30181	63-30181	0.200 cfs	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
COMBINED TOTALS		532.140 cfs	N/A	40.0	69495.0		N/A	N/A	N/A	N/A

SUPPORT DATA

IN FILE # 63-198AJ

Transfer No. 88506

**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES**

**TRANSFER OF WATER RIGHT
TRANSFER NO. 88506**

This water right(s) is subject to all prior water rights and shall be administered in accordance with Idaho law and applicable rules of the Department of Water Resources. Detailed Water Right Description(s) attached.

Dated this 12 day of February, 2024.



Nick Miller, Regional Manager



WATER RIGHT NO. 63-198AJ

As Modified by Transfer No. 88506

In accordance with the approval of Transfer No. 88506, Water Right No. 63-198AJ is now described as follows:

Right Holder: NAMPA & MERIDIAN IRRIGATION DISTRICT
C/O SAWTOOTH LAW OFFICES PLLC
ATTN DAN STEENSON
PO BOX 7985
BOISE, ID 83707

Priority Date: 6/1/1877

Source: ROCK CREEK
Source: BOISE RIVER
Source: MORES CREEK

Tributary: SOUTH FORK BOISE RIVER
Tributary: SNAKE RIVER
Tributary: BOISE RIVER

BENEFICIAL USE
IRRIGATION

From 03/15 **To** 11/15

Diversion Rate
0.400 cfs
0.400 cfs

LOCATION OF POINT(S) OF DIVERSION

ROCK CREEK
BOISE RIVER
BOISE RIVER
MORES CREEK

NENW
L8 (NWNE)
L6 (NWSW)
SWNE

Sec 14 Twp 01N Rge 07E ELMORE County
Sec 4 Twp 02N Rge 03E ADA County
Sec 29 Twp 03N Rge 03E ADA County
Sec 35 Twp 05N Rge 04E BOISE County

CONDITIONS OF APPROVAL

1. The boundary encompassing the place of use for this water right is described with a digital boundary as authorized by Idaho law. The data comprising the digital boundary are stored in the electronic document management system of the Department and are incorporated into this approval by this reference. A map depicting the place of use is attached to this approval document to illustrate the place of use described by the digital boundary.
2. Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 63.
3. Place of use is within the boundary of Nampa & Meridian Irrigation District pursuant to Section 43-323, Idaho Code.
4. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).

WATER RIGHT NO. 63-198AJ
As Modified by Transfer No. 88506

CONDITIONS OF APPROVAL

5. Upon approval of transfer 88506 Surprise Valley diversion will be identified in the conditions of this right as Simplot/Micron diversion or BSD diversion. Simplot/Micron identifies water diverted for irrigation, industrial, or ground water recharge. BSD identifies water diverted for irrigation of the Les Bois Junior High and the Trail Wind Elementary school sites in Columbia Village annexed by Nampa & Meridian Irrigation District. Collectively, the Simplot/Micron and BSD diversions will be referred to as Surprise Valley Pump Station.
6. When the authorized diversion of water under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B is reduced at the Ridenbaugh Canal, excluding reductions for canal maintenance, the diversion of water under those rights at the Surprise Valley Pump Station, the Green Ranch diversion, and the Danskin diversion must also be reduced by an equivalent proportion.
7. Prior to March 1 of each year the right holder shall report to the department the number and location of acres to be irrigated by right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the Simplot/Micron diversion and shall also report the maximum rate of flow to be diverted for industrial and ground water recharge purposes at the Simplot/Micron diversion. Use of water under those rights each year shall not exceed the reported amounts.
8. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the Simplot/Micron Diversion for irrigation purposes shall be calculated at a diversion rate of 0.02 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis.
9. The number of acres available for irrigation under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the Simplot/Micron diversion each year shall be reduced from a maximum of 1300 by at least the number resulting from the total rate of flow to be diverted for industrial and ground water recharge purposes divided by 0.02 cfs/acre.
10. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B at the Surprise Valley Pump Station shall not exceed a combined total of 26.56 cfs.
11. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the BSD diversion shall be calculated at a diversion rate of 0.014 cfs per acre to be irrigated, and when combined with any other rights those shall provide no more than 0.02 cfs per acre nor more volume than can be beneficially used for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis.
12. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B at the BSD diversion shall not exceed a combined total of 0.56 cfs.
13. The right holder shall be responsible for recording the rate of flow diverted from the Surprise Valley Pump station for the Simplot/Micron and BSD diversions.

WATER RIGHT NO. 63-198AJ
As Modified by Transfer No. 88506

CONDITIONS OF APPROVAL

14. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the Green Ranch diversion for irrigation purposes shall be calculated at a diversion rate of 0.0156 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more volume than can be beneficially used for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis.
15. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B at the Green Ranch Diversion shall not exceed a combined total of 0.72 cfs.
16. The Right holder shall be responsible for measuring and recording the rate of flow diverted from the Green Ranch and Danskin diversions on a weekly basis during the authorized irrigation season and shall provide the diversion records upon request to the watermaster or the department.
17. Water shall not be diverted under this right at the Green Ranch diversion if such diversion would cause injury to rights senior in priority to November 20, 2001 that are authorized to divert from Mores Creek and its tributaries.
18. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the Danskin diversion for irrigation purposes shall be calculated at a diversion rate of 0.01 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more volume than can be beneficially used for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis or to limit the rate water may be applied to less than 0.02 cfs per acre at the field headgate.
19. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B at the Danskin Diversion shall not exceed a combined total of 1.55 cfs.
20. Rights 63-115, 63-19756, 63-31296, 63-31290A, and 63-31290B, and the following rights when diverted from the Danskin diversion, 63-198AJ, 63-199B, 63-200B, 63-30181, when combined shall not exceed a total diversion rate of 3.10 cfs and the irrigation of 155 acres.
21. Water shall not be diverted under this right at the Danskin diversion if such diversion would cause injury to rights senior in priority to December 22, 2021 that are authorized to divert from Rock Creek and its tributaries.
22. Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.

WATER RIGHT NO. 63-198AJ

As Modified by Transfer No. 88506

CONDITIONS OF APPROVAL

23. 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 Reservoirs 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.
24. 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 proceeding 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 proceeding to the earliest, shall be reduced to 60 percent of their decreed quantities.
25. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early irrigation use and a priority date earlier than the date of this approval.
26. This right when combined with Right Nos. 63-199B, 63-200B, 63-2392B, 63-2968, 63-30181, and 63-32695 can be used to irrigate up to 69,495 acres within the boundary of the Nampa Meridian Irrigation District.
27. This right is limited to the irrigation of 40 acres within the authorized place of use.
28. This right originated as all or part of right no. 65 in the Stewart Decree and the historic Boise River Water Masters records.
29. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
30. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

WATER RIGHT NO. 63-199B
As Modified by Transfer No. 88506

In accordance with the approval of Transfer No. 88506, Water Right No. 63-199B is now described as follows:

Right Holder: NAMPA & MERIDIAN IRRIGATION DISTRICT
C/O SAWTOOTH LAW OFFICES PLLC
ATTN BRYCE FARRIS
PO BOX 7985
BOISE, ID 83707

Priority Date: 5/1/1878

Source:	ROCK CREEK	Tributary:	SOUTH FORK BOISE RIVER
Source:	BOISE RIVER	Tributary:	SNAKE RIVER
Source:	MORES CREEK	Tributary:	BOISE RIVER

BENEFICIAL USE

GROUND WATER RECHARGE
INDUSTRIAL
IRRIGATION

From

03/01
03/15
03/01

to

To

11/15
11/15
11/15

Diversion Rate

5.110 cfs
1.600 cfs
169.600 cfs
169.600 cfs

LOCATION OF POINT(S) OF DIVERSION

ROCK CREEK
BOISE RIVER
BOISE RIVER
MORES CREEK

NENW
L8 (NWNE)
L6 (NWSW)
SWNE

Sec 14 Twp 01N Rge 07E ELMORE County
Sec 4 Twp 02N Rge 03E ADA County
Sec 29 Twp 03N Rge 03E ADA County
Sec 35 Twp 05N Rge 04E BOISE County

CONDITIONS OF APPROVAL

1. The boundary encompassing the place of use for this water right is described with a digital boundary as authorized by Idaho law. The data comprising the digital boundary are stored in the electronic document management system of the Department and are incorporated into this approval by this reference. A map depicting the place of use is attached to this approval document to illustrate the place of use described by the digital boundary.
2. Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 63.
3. Place of use is within the boundary of Nampa & Meridian Irrigation District pursuant to Section 43-323, Idaho Code.
4. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).

Transfer No. 88506

WATER RIGHT NO. 63-199B
As Modified by Transfer No. 88506

CONDITIONS OF APPROVAL

5. Upon approval of transfer 88506 Surprise Valley diversion will be identified in the conditions of this right as Simplot/Micron diversion or BSD diversion. Simplot/Micron identifies water diverted for irrigation, industrial, or ground water recharge. BSD identifies water diverted for irrigation of the Les Bois Junior High and the Trail Wind Elementary school sites in Columbia Village annexed by Nampa & Meridian Irrigation District. Collectively, the Simplot/Micron and BSD diversions will be referred to as Surprise Valley Pump Station.
6. When the authorized diversion of water under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B is reduced at the Ridenbaugh Canal, excluding reductions for canal maintenance, the diversion of water under those rights at the Surprise Valley Pump Station, the Green Ranch diversion, and the Danskin diversion must also be reduced by an equivalent proportion.
7. Prior to March 1 of each year the right holder shall report to the department the number and location of acres to be irrigated by right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the Simplot/Micron diversion and shall also report the maximum rate of flow to be diverted for industrial and ground water recharge purposes at the Simplot/Micron diversion. Use of water under those rights each year shall not exceed the reported amounts.
8. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the Simplot/Micron diversion for irrigation purposes shall be calculated at a diversion rate of 0.02 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis.
9. The number of acres available for irrigation under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the Simplot/Micron diversion each year shall be reduced from a maximum of 1300 by at least the number resulting from the total rate of flow to be diverted for industrial and ground water recharge purposes divided by 0.02 cfs/acre.
10. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B at the Surprise Valley Pump Station shall not exceed a combined total of 26.56 cfs.
11. The place of use for industrial and ground water recharge purposes under right nos. 63-199B and 63-200B is limited to the lands served by the Simplot/Micron diversion.
12. The period of use for industrial use described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early season use and a priority date earlier than the date of this approval.
13. The annual volume of water used for industrial and ground water recharge purposes under right nos. 63-199B and 63-200B shall be measured using separate totalizing measuring devices and the right holder shall report the totals to the department by December 31 of each year.
14. Diversion and use of water for industrial purposes under right nos. 63-199B and 63-200B shall not be more consumptive nor more depletive of water flowing in the Boise River than an equivalent diversion and use of water for irrigation purposes under those rights.

WATER RIGHT NO. 63-199B
As Modified by Transfer No. 88506

CONDITIONS OF APPROVAL

15. The amount of water diverted under right nos. 63-30181, 63-1989AJ, 63-199B, and 63-200B from the BSD diversion shall be calculated at a diversion rate of 0.014 cfs per acre to be irrigated, and when combined with any other rights those shall provide no more than 0.02 cfs per acre nor more volume than can be beneficially used for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis.
16. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B at the BSD diversion shall not exceed a combined total of 0.56 cfs.
17. The right holder shall be responsible for recording the rate of flow diverted from the Surprise Valley Pump Station for the Simplot/Micron and BSD diversions.
18. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the Green Ranch diversion for irrigation purposes shall be calculated at a diversion rate of 0.0156 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more volume than can be beneficially used for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis.
19. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B at the Green Ranch Diversion shall not exceed a combined total of 0.72 cfs.
20. The Right holder shall be responsible for measuring and recording the rate of flow diverted from the Green Ranch diversion on a weekly basis during the authorized irrigation season and shall provide the diversion records upon request to the watermaster or the department.
21. Water shall not be diverted under this right at the Green Ranch diversion if such diversion would cause injury to rights senior in priority to November 20, 2001 that are authorized to divert from Mores Creek and tributaries.
22. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the Danskin diversion for irrigation purposes shall be calculated at a diversion rate of 0.01 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more volume than can be beneficially used for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis or to limit the rate water may be applied to less than 0.02 cfs per acre at the field headgate.
23. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B at the Danskin Diversion shall not exceed a combined total of 1.55 cfs.
24. Rights 63-115, 63-19756, 63-31296, 63-31290A, and 63-31290B, and the following rights when diverted from the Danskin diversion, 63-198AJ, 63-199B, 63-200B, 63-30181, when combined shall not exceed a total diversion rate of 3.10 cfs and the irrigation of 155 acres.
25. Water shall not be diverted under this right at the Danskin diversion if such diversion would cause injury to rights senior in priority to December 22, 2021 that are authorized to divert from Rock Creek and its tributaries.

WATER RIGHT NO. 63-199B
As Modified by Transfer No. 88506

CONDITIONS OF APPROVAL

26. Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.
27. 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 Reservoirs 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.
28. 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 proceeding 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 proceeding to the earliest, shall be reduced to 60 percent of their decreed quantities.
29. This right when combined with Right Nos. 63-198AJ, 63-200B, 63-2392B, 63-2968, 63-30181, and 63-32695 can be used to irrigate up to 69,495 acres within the boundary of the Nampa Meridian Irrigation District.
30. This right originated as all or part of right no. 67 in the Stewart Decree and the historic Boise River Water Masters records.
31. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
32. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

WATER RIGHT NO. 63-200B

As Modified by Transfer No. 88506

In accordance with the approval of Transfer No. 88506, Water Right No. 63-200B is now described as follows:

Right Holder: NAMPA & MERIDIAN IRRIGATION DISTRICT
C/O SAWTOOTH LAW OFFICES PLLC
ATTN BRYCE FARRIS
PO BOX 7985
BOISE, ID 83707

Priority Date: 8/20/1888

Source: ROCK CREEK
Source: BOISE RIVER
Source: MORES CREEK

Tributary: SOUTH FORK BOISE RIVER
Tributary: SNAKE RIVER
Tributary: BOISE RIVER

BENEFICIAL USE

GROUND WATER RECHARGE
INDUSTRIAL
IRRIGATION

<u>From</u>	<u>To</u>	<u>Diversion Rate</u>
03/15	to 11/15	10.890 cfs
03/15	to 11/15	3.400 cfs
03/15	to 11/15	361.940 cfs
		361.940 cfs

LOCATION OF POINT(S) OF DIVERSION

ROCK CREEK	NENW	Sec 14 Twp 01N Rge 07E	ELMORE County
BOISE RIVER	L8 (NWNE)	Sec 4 Twp 02N Rge 03E	ADA County
BOISE RIVER	L6 (NWSW)	Sec 29 Twp 03N Rge 03E	ADA County
MORES CREEK	SWNE	Sec 35 Twp 05N Rge 04E	BOISE County

CONDITIONS OF APPROVAL

1. The boundary encompassing the place of use for this water right is described with a digital boundary as authorized by Idaho law. The data comprising the digital boundary are stored in the electronic document management system of the Department and are incorporated into this approval by this reference. A map depicting the place of use is attached to this approval document to illustrate the place of use described by the digital boundary.
2. Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 63.
3. Place of use is within the boundary of Nampa & Meridian Irrigation District pursuant to Section 43-323, Idaho Code.
4. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).

Transfer No. 88506

WATER RIGHT NO. 63-200B

As Modified by Transfer No. 88506

CONDITIONS OF APPROVAL

5. Upon approval of transfer 88506 Surprise Valley diversion will be identified in the conditions of this right as Simplot/Micron diversion or BSD diversion. Simplot/Micron identifies water diverted for irrigation, industrial, or ground water recharge. BSD identifies water diverted for irrigation of the Les Bois Junior High and the Trail Wind Elementary school sites in Columbia Village annexed by Nampa & Meridian Irrigation District. Collectively, the Simplot/Micron and BSD diversions will be referred to as Surprise Valley Pump Station.
6. When the authorized diversion of water under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B is reduced at the Ridenbaugh Canal, excluding reductions for canal maintenance, the diversion of water under those rights at the Surprise Valley Pump Station, the Green Ranch diversion, and the Danskin diversion must also be reduced by an equivalent proportion.
7. Prior to March 1 of each year the right holder shall report to the department the number and location of acres to be irrigated by right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the Simplot/Micron diversion and shall also report the maximum rate of flow to be diverted for industrial and ground water recharge purposes at the Simplot/Micron diversion. Use of water under those rights each year shall not exceed the reported amounts.
8. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the Simplot/Micron diversion for irrigation purposes shall be calculated at a diversion rate of 0.02 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis.
9. The number of acres available for irrigation under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the Simplot/Micron diversion each year shall be reduced from a maximum of 1300 by at least the number resulting from the total rate of flow to be diverted for industrial and ground water recharge purposes divided by 0.02 cfs/acre.
10. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B at the Surprise Valley Pump Station shall not exceed a combined total of 26.56 cfs.
11. The place of use for industrial and ground water recharge purposes under right nos. 63-199B and 63-200B is limited to the lands served by the Simplot/Micron diversion.
12. The period of use for irrigation, industrial, and ground water recharge uses described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early season use and a priority date earlier than the date of this approval.
13. The annual volume of water used for industrial and ground water recharge purposes under right nos. 63-199B and 63-200B shall be measured using separate totalizing measuring devices and the right holder shall report the totals to the department by December 31 of each year.
14. Diversion and use of water for industrial purposes under right nos. 63-199B and 63-200B shall not be more consumptive nor more depletive of water flowing in the Boise River than an equivalent diversion and use of water for irrigation purposes under those rights.

WATER RIGHT NO. 63-200B
As Modified by Transfer No. 88506

CONDITIONS OF APPROVAL

15. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the BSD diversion shall be calculated at a diversion rate of 0.014 cfs per acre to be irrigated, and when combined with any other rights those shall provide no more than 0.02 cfs per acre nor more volume than can be beneficially used for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis.
16. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B at the BSD diversion shall not exceed a combined total of 0.56 cfs.
17. The right holder shall be responsible for recording the rate of flow diverted from the Surprise Valley Pump station for the Simplot/Micron and BSD diversions.
18. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the Green Ranch diversion for irrigation purposes shall be calculated at a diversion rate of 0.0156 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more volume than can be beneficially used for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis.
19. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B at the Green Ranch Diversion shall not exceed a combined total of 0.72 cfs.
20. Water shall not be diverted under this right at the Green Ranch diversion if such diversion would cause injury to rights senior in priority to November 20, 2001 that are authorized to divert from Mores Creek and tributaries.
21. The Right holder shall be responsible for measuring and recording the rate of flow diverted from the Green Ranch and Danskin diversions on a weekly basis during the authorized irrigation season and shall provide the diversion records upon request to the watermaster or the department.
22. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the Danskin diversion for irrigation purposes shall be calculated at a diversion rate of 0.01 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more volume than can be beneficially used for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis or to limit the rate water may be applied to less than 0.02 cfs per acre at the field headgate.
23. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B at the Danskin Diversion shall not exceed a combined total of 1.55 cfs.
24. Rights 63-115, 63-19756, 63-31296, 63-31290A, and 63-31290B, and the following rights when diverted from the Danskin diversion, 63-198AJ, 63-199B, 63-200B, 63-30181, when combined shall not exceed a total diversion rate of 3.10 cfs and the irrigation of 155 acres.
25. Water shall not be diverted under this right at the Danskin diversion if such diversion would cause injury to rights senior in priority to December 22, 2021 that are authorized to divert from Rock Creek and its tributaries.

WATER RIGHT NO. 63-200B

As Modified by Transfer No. 88506

CONDITIONS OF APPROVAL

26. Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.
27. 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 Reservoirs 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.
28. 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 proceeding 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 proceeding to the earliest, shall be reduced to 60 percent of their decreed quantities.
29. This right originated as all or part of right no. 106 in the Stewart Decree and the historic Boise River Water Masters records.
30. This right when combined with Right Nos. 63-198AJ, 63-199B, 63-2392B, 63-2968, 63-30181, and 63-32695 can be used to irrigate up to 69,495 acres within the boundary of the Nampa Meridian Irrigation District.
31. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
32. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

WATER RIGHT NO. 63-30181

As Modified by Transfer No. 88506

In accordance with the approval of Transfer No. 88506, Water Right No. 63-30181 is now described as follows:

Right Holder: NAMPA & MERIDIAN IRRIGATION DISTRICT
C/O SAWTOOTH LAW OFFICES PLLC
ATTN DAN STEENSON
PO BOX 7985
BOISE, ID 83707

Priority Date: 6/1/1864

Source: ROCK CREEK
Source: BOISE RIVER
Source: MORES CREEK

Tributary: SOUTH FORK BOISE RIVER
Tributary: SNAKE RIVER
Tributary: BOISE RIVER

BENEFICIAL USE

IRRIGATION

From

03/15

to 11/15

To

Diversion Rate

0.200 cfs

0.200 cfs

LOCATION OF POINT(S) OF DIVERSION

ROCK CREEK
BOISE RIVER
BOISE RIVER
MORES CREEK

NENW
L8 (NWNE)
L6 (NWSW)
SWNE

Sec 14 Twp 01N Rge 07E ELMORE County
Sec 4 Twp 02N Rge 03E ADA County
Sec 29 Twp 03N Rge 03E ADA County
Sec 35 Twp 05N Rge 04E BOISE County

CONDITIONS OF APPROVAL

1. The boundary encompassing the place of use for this water right is described with a digital boundary as authorized by Idaho law. The data comprising the digital boundary are stored in the electronic document management system of the Department and are incorporated into this approval by this reference. A map depicting the place of use is attached to this approval document to illustrate the place of use described by the digital boundary.
2. Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 63.
3. Place of use is within the boundary of Nampa & Meridian Irrigation District pursuant to Section 43-323, Idaho Code.
4. The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).

WATER RIGHT NO. 63-30181

As Modified by Transfer No. 88506

CONDITIONS OF APPROVAL

5. Upon approval of transfer 88506 Surprise Valley diversion will be identified in the conditions of this right as Simplot/Micron diversion or BSD diversion. Simplot/Micron identifies water diverted for irrigation, industrial, or ground water recharge. BSD identifies water diverted for irrigation of the Les Bois Junior High and the Trail Wind Elementary school sites in Columbia Village annexed by Nampa & Meridian Irrigation District. Collectively, the Simplot/Micron and BSD diversions will be referred to as Surprise Valley Pump Station.
6. When the authorized diversion of water under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B is reduced at the Ridenbaugh Canal, excluding reductions for canal maintenance, the diversion of water under those rights at the Surprise Valley Pump Station, the Green Ranch diversion, and the Danskin diversion must also be reduced by an equivalent proportion.
7. Prior to March 1 of each year the right holder shall report to the department the number and location of acres to be irrigated by right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the Simplot/Micron diversion and shall also report the maximum rate of flow to be diverted for industrial and ground water recharge purposes at the Simplot/Micron diversion. Use of water under those rights each year shall not exceed the reported amounts.
8. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the Simplot/Micron diversion for irrigation purposes shall be calculated at a diversion rate of 0.02 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis.
9. The number of acres available for irrigation under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the Simplot/Micron diversion each year shall be reduced from a maximum of 1300 by at least the number resulting from the total rate of flow to be diverted for industrial and ground water recharge purposes divided by 0.02 cfs/acre.
10. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B at the Surprise Valley Pump Station shall not exceed a combined total of 26.56 cfs.
11. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the BSD diversion shall be calculated at a diversion rate of 0.014 cfs per acre to be irrigated, and when combined with any other rights those shall provide no more than 0.02 cfs per acre nor more volume than can be beneficially used for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis.
12. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B at the BSD diversion shall not exceed a combined total of 0.56 cfs.
13. The right holder shall be responsible for recording the rate of flow diverted from the Surprise Valley Pump Station for the Simplot/Micron and BSD diversions.

WATER RIGHT NO. 63-30181
As Modified by Transfer No. 88506

CONDITIONS OF APPROVAL

14. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the Green Ranch diversion for irrigation purposes shall be calculated at a diversion rate of 0.0156 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more volume than can be beneficially used for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis.
15. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B at the Green Ranch Diversion shall not exceed a combined total of 0.72 cfs.
16. The Right holder shall be responsible for measuring and recording the rate of flow diverted from the Green Ranch and Danskin diversions on a weekly basis during the authorized irrigation season and shall provide the diversion records upon request to the watermaster or the department.
17. Water shall not be diverted under this right at the Green Ranch diversion if such diversion would cause injury to rights senior in priority to November 20, 2001 that are authorized to divert from Mores Creek and tributaries.
18. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B from the Danskin diversion for irrigation purposes shall be calculated at a diversion rate of 0.01 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more volume than can be beneficially used for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis or to limit the rate water may be applied to less than 0.02 cfs per acre at the field headgate.
19. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B, and 63-200B at the Danskin Diversion shall not exceed a combined total of 1.55 cfs.
20. Rights 63-115, 63-19756, 63-31296, 63-31290A, and 63-31290B, and the following rights when diverted from the Danskin diversion, 63-198AJ, 63-199B, 63-200B, 63-30181, when combined shall not exceed a total diversion rate of 3.10 cfs and the irrigation of 155 acres.
21. Water shall not be diverted under this right at the Danskin diversion if such diversion would cause injury to rights senior in priority to December 22, 2021 that are authorized to divert from Rock Creek and its tributaries.
22. Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.
23. The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early irrigation use and a priority date earlier than the date of this approval.

WATER RIGHT NO. 63-30181

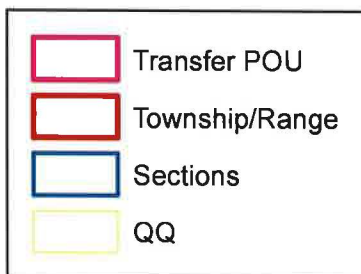
As Modified by Transfer No. 88506

CONDITIONS OF APPROVAL

24. 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 Reservoirs 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.
25. 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 proceeding 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 proceeding to the earliest, shall be reduced to 60 percent of their decreed quantities.
26. This right when combined with Right Nos. 63-198AJ, 63-199B, 63-200B, 63-2392B, 63-2968, and 63-32695 can be used to irrigate up to 69,495 acres within the boundary of the Nampa Meridian Irrigation District.
27. This right is former right no. 63-120J.
28. This right originated as all or part of right no. 1 in the Stewart Decree and the historic Boise River Water Masters records.
29. The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
30. Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

State of Idaho
Department of Water Resources
Attachment to Transfer No. 88506
Water Right(s): 63-198AJ, 63-199B, 63-200B, 63-30181

This map depicts the IRRIGATION place of use boundary added to these water rights at the time of this approval and is attached to the approval document solely for illustrative purposes.



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WATER RESOURCES
WESTERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESTransfer No. 88506MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at idwr.idaho.gov.

Name of Applicant(s) Nampa & Meridian Irrigation DistrictCheck whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☐ ☒ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☐ ☒ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☐ ☒ #2b 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).**
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at idwr.idaho.gov/water-rights/transfers/resources.html.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b 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. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☒ ☐ #10 Other. Please describe: NMID Annexation Agreement with Boise School District

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STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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DEPARTMENT OF
WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1**

Name of Applicant(s) Nampa & Meridian Irrigation District Phone 208-629-7447
Mailing address c/o Bryce Farris, Sawtooth Law Offices PLLC, PO Box 7985, Boise, ID 83707 Email bryce@sawtoothlaw.com

- ☐ 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 HDR Engineering, Inc Phone 208-387-7000
Mailing address 412 E Parkcenter Blvd, Ste. 100, Boise, ID 83706 Email lori.graves@hdrinc.com

- ☐ 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.

Will Patterson
Signature of Applicant or Authorized Representative

WILL PATTERSON / PRESIDENT OF THE BOYS NMIO 7-6-23
Print Name and Title if applicable Date

Michael Coneskey
Signature of Applicant or Authorized Representative

MICHAEL CONESKEY / SECRETARY / TREASURER NMIO 7-6-2023
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 Update the Surprise Valley POD
diversion condition to a combined limit of 26.56 cfs
2. Is this a transfer for changes pursuant to Idaho Code § 42-221.O.8?
If yes, ☐ attach an explanation and any supporting documentation labeled as **Part 1A.2**.
3. 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.3**.
See annexation agreement included as Attachment 10. The primary purpose of this application is to allow applicants to divert an additional 0.56 cfs of their authorized flow rate from the Surprise Valley pump station to serve two recently annexed school sites in Columbia Village.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION 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 ☒ ☐	63-198AJ	0.4 cfs	Irrigation	3/15 to 11/15	Boise R. trib. to Snake R.
☒ ☐	63-199B	169.6 cfs	Irrigation	3/1 to 11/15	Mores Cr. trib. to Snake R.
☐ ☐		1.6 cfs	Industrial	3/15 to 11/15	same as above
☐ ☐		5.11 cfs	Groundwater Recharge	3/1 to 11/15	
☒ ☐	63-200B	361.94 cfs	Irrigation	3/15 to 11/15	same as above
☐ ☐		3.4 cfs	Industrial	3/15 to 11/15	
☐ ☐		10.89 cfs	Groundwater Recharge	3/15 to 11/15	
☒ ☐	63-30181	0.2 cfs	Irrigation	3/15 to 11/15	same as above
☐ ☐				to	

Total authorized under rights 532.14 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.56 cubic feet per second and/or _____ acre-feet per year.

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 #
N			SW	NE	35	5N	4E	Boise	Mores Creek	Green Ranch PS
N	8		NW	NE	4	2N	3E	Ada	Boise River	Surprise Valley PS
N	6		NW	SW	29	3N	3E	Ada	Boise River	Ridenbaugh Canal
N			NE	NW	14	1N	7E	Elmore	Rock Creek	Danskin Diversion

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	
3N	3E	31													X			X	
3N	3E	32										X	X						
Total Acres (for irrigation use)																			*69,495

*Proposed place of use includes the current service area plus an additional 40 acres within the tracts described above.

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:

No changes to the existing diversion system are proposed. Measuring devices and lockable controlling works have been accommodated.

- b. Who owns the property at the point(s) of diversion? No changes are proposed

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system: Boise School District has a delivery agreement with Micron Technology for use of their portion of the Boise River pump station (aka Surprise Valley Pump Station) and pipeline.

- 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: _____

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. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete Attachment WSB.

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

Water rights proposed for transfer are from lands no longer irrigated with NMID water supplies. These water rights have been made available for transfer through exclusion of said lands from the irrigation district. See Section 2 of the enclosed annexation agreement.

- f. 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:

- g. 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:

PART 2A
WATER RIGHT RECORDS

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 63-198a]

Current Owner: NAMPA & MERIDIAN IRRIGATION DISTRICT

Priority Date: 6/1/1877

Origin: Water Right

Status: Active

Basis: Decreed

Source

BOISE RIVER
MORES CREEK
ROCK CREEK

Tributary

SNAKE RIVER
BOISE RIVER
SOUTH FORK BOISE RIVER

Beneficial Use

IRRIGATION

From To

03/15 to 11/15

Total Diversion

Diversion Rate

0.4 CFS

0.4 CFS

Annual Volume

Location of Point(s) of Diversion

ROCK CREEK
ELMORE County
BOISE RIVER
ADA County
BOISE RIVER
ADA County
MORES CREEK
BOISE County

NE1/4NW1/4 Sec. 14, Twp 01N, Rge 07E B.M.
L8(NW1/4NE1/4) Sec. 4, Twp 02N, Rge 03E B.M.
L6(NW1/4SW1/4) Sec. 29, Twp 03N, Rge 03E B.M.
SW1/4NE1/4 Sec. 35, Twp 05N, Rge 04E B.M.

Place of Use

IRRIGATION Within CANYON County

T01N R07E S10	Lot 4	NWSW
T01N R07E S10	Lot 7	SESW
T01N R07E S15	Lot 4	SWNE
T02N R03E S5	Lot 1	NENE
T02N R03E S5		SWNE
T02N R03E S5	Lot 3	NENW
T02N R03E S5		SWNW
T02N R03E S5		NESW
T02N R03E S5		SWSW
T02N R03E S5		NESE
T02N R03E S5		SWSE
T02N R03E S6		SWNE
T02N R03E S6		SENW
T02N R03E S6	Lot 6	NWSW

T01N R07E S10	Lot 8	SWSW
T01N R07E S15	Lot 1	NWNE
T01N R07E S15	Lot 2	NENW
T02N R03E S5	Lot 2	NWNE
T02N R03E S5		SENE
T02N R03E S5	Lot 4	NWNW
T02N R03E S5		SENW
T02N R03E S5		NWSW
T02N R03E S5		SESW
T02N R03E S5		NWSE
T02N R03E S5		SESE
T02N R03E S6		SENE
T02N R03E S6		NESW
T02N R03E S6	Lot 7	SWSW

T02N R03E S6		SESW
T02N R03E S6		NWSE
T02N R03E S6		SESE
T02N R03E S7		NWNE
T02N R03E S7		SENE
T02N R03E S7	Lot 1	NWNW
T02N R03E S7		SENE
T02N R03E S7		SESW
T02N R03E S7		NWSE
T02N R03E S7		SESE
T02N R03E S18		NENE
T02N R03E S18		SWNE
T02N R01W S2	Lot 3	NENW
T02N R01W S3	Lot 1	NENE
T02N R01W S3		SWNE
T02N R01W S3	Lot 3	NENW
T02N R01W S3		SWNW
T02N R01W S3		NESW
T02N R01W S3		SWSW
T02N R01W S4	Lot 1	NENE
T02N R01W S4		SWNE
T02N R01W S4	Lot 3	NENW
T02N R01W S4		SWNW
T02N R01W S4		NESW
T02N R01W S4		SWSW
T02N R01W S4		NESE
T02N R01W S4		SWSE
T02N R01W S5	Lot 1	NENE
T02N R01W S5		SWNE
T02N R01W S5	Lot 3	NENW
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T02N R01W S5		NESW
T02N R01W S5		SWSW
T02N R01W S5		NESE
T02N R01W S5		SWSE
T02N R01W S6	Lot 1	NENE
T02N R01W S6		SWNE
T02N R01W S6	Lot 3	NENW
T02N R01W S6	Lot 5	SWNW
T02N R01W S6		NESW
T02N R01W S6	Lot 7	SWSW
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T02N R03E S7		SWNE
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T02N R01W S7		SENE
T02N R01W S7	Lot 3	NWSW

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T02N R02W S3	Lot 3	NENW
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T02N R02W S3		NESW

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T02N R02W S14		NWSE

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T03N R01E S3	Lot 4	NWNW	T03N R01E S3		SWNW
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T03N R01E S3		NWSW	T03N R01E S3		SWSW
T03N R01E S3		SESW	T03N R01E S3		NESE
T03N R01E S3		NWSE	T03N R01E S3		SWSE
T03N R01E S3		SESE	T03N R01E S4	Lot 1	NENE
T03N R01E S4	Lot 2	NWNE	T03N R01E S4		SWNE
T03N R01E S4		SENE	T03N R01E S4	Lot 3	NENW
T03N R01E S4	Lot 4	NWNW	T03N R01E S4		SWNW
T03N R01E S4		SESW	T03N R01E S4		NESW
T03N R01E S4		NWSW	T03N R01E S4		SWSW
T03N R01E S4		SESW	T03N R01E S4		NESE
T03N R01E S4		NWSE	T03N R01E S4		SWSE
T03N R01E S4		SESE	T03N R01E S5	Lot 1	NENE
T03N R01E S5	Lot 2	NWNE	T03N R01E S5		SWNE
T03N R01E S5		SENE	T03N R01E S5	Lot 3	NENW
T03N R01E S5	Lot 4	NWNW	T03N R01E S5		SWNW
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T03N R01E S6		NWSE	T03N R01E S6		SWSE
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T03N R01E S7	Lot 1	NWNW	T03N R01E S7	Lot 2	SWNW
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T03N R01E S8		NWNE	T03N R01E S8		SWNE
T03N R01E S8		SENE	T03N R01E S8		NENW

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T03N R01E S8	NWNW	T03N R01E S8	SWNW
T03N R01E S8	SENW	T03N R01E S8	NESW
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T03N R01E S20	NWSE	T03N R01E S20	SWSE

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T03N R01E S32	NESW

Lot 1

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T03N R01E S32	SENW
T03N R01E S32	NESE

Lot 2

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T03N R02E S5	Lot 4	SWNW
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T03N R02E S5	Lot 8	NWSW
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T03N R02E S5		NWSE
T03N R02E S5	Lot 16	SWSE
T03N R02E S6	Lot 1	NENE
T03N R02E S6	Lot 3	NWNE
T03N R02E S6	Lot 9	SENE
T03N R02E S6	Lot 4	NENW
T03N R02E S6	Lot 6	SWNW
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T03N R02E S17		NESW
T03N R02E S17		SWSW

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T03N R02E S17		SESW	T03N R02E S17	NWSE
T03N R02E S17		SWSE	T03N R02E S17	SESE
T03N R02E S18		NENE	T03N R02E S18	NWNE
T03N R02E S18		SWNE	T03N R02E S18	SENE
T03N R02E S18		NENW	T03N R02E S18	Lot 1 NWNW
T03N R02E S18	Lot 2	SWNW	T03N R02E S18	SENE

Conditions of Approval:

1. T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.
2. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B from the Surprise Valley diversion for irrigation purposes shall be calculated at a diversion rate of 0.02 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis.
3. Prior to March 1 of each year the right holder shall report to the department the number and location of acres to be irrigated by right nos. 63-30181, 63-198AJ, 63-199B and 63-200B from the Surprise Valley diversion and shall also report the maximum rate of flow to be diverted for industrial and ground water recharge purposes at the Surprise Valley diversion. Use of water under those rights each year shall not exceed the reported amounts.
4. Each year the amount of water available for irrigation at the Surprise Valley diversion shall be reduced by the amount of water to be diverted for industrial and ground water recharge purposes under right nos. 63-199B and 63-200B.
5. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B from the Green Ranch diversion for irrigation purposes shall be calculated at a diversion rate of 0.0156 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more volume than can be beneficially used for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis.
6. SD1 This right originated as all or part of right no. 65 in the Stewart Decree and the historic Boise River Water Masters records.
7. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B at the Danskin Diversion shall not exceed a combined total of 1.55 cfs.
8. R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
9. Rights 63-115, 63-19756, 63-31296, 63-31290A, and 63-31290B, and the following rights when diverted from the Danskin diversion, 63-198AJ, 63-199B, 63-200B, 63-30181, when combined shall not exceed a total diversion rate of 3.10 cfs and the irrigation of 155 acres.
10. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B at the Surprise Valley Diversion shall not exceed a combined total of 26.0 cfs.
11. Water shall not be diverted under this right at the Danskin diversion if such diversion would cause injury to rights senior in priority to December 22, 2021 that are authorized to divert from Rock Creek and its tributaries.

12. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B from the Danskin diversion for irrigation purposes shall be calculated at a diversion rate of 0.01 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more volume than can be beneficially used for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis or to limit the rate water may be applied to less than 0.02 cfs per acre at the field headgate.
13. X61 The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early irrigation use and a priority date earlier than the date of this approval.
14. 127 Place of use is within the boundary of Nampa & Meridian Irrigation District pursuant to Section 43-323, Idaho Code.
15. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
16. 172 The boundary encompassing the place of use for this water right is described with a digital boundary as authorized by Idaho law. The data comprising the digital boundary are stored in the electronic document management system of the Department and are incorporated into this approval by this reference. A map depicting the place of use is attached to this approval document to illustrate the place of use described by the digital boundary.
17. R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 63.
18. K06 This right is limited to the irrigation of 40 acres within the authorized place of use.
19. This right when combined with Right Nos. 63-199B, 63-200B, 63-2392B, 63-2968, 63-30181 and 63-32695 can be used to irrigate up to 69,495 acres within the boundary of the Nampa Meridian Irrigation District.
20. S45 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 Reservoirs 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.
21. 155 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 proceeding 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 proceeding to the earliest, shall be reduced to 60 percent of their decreed quantities.
22. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B at the Green Ranch Diversion shall not exceed a combined total of 0.72 cfs.

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23. The number of acres available for irrigation under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B from the Surprise Valley diversion each year shall be reduced from a maximum of 1300 by at least the number resulting from the total rate of flow to be diverted for industrial and ground water recharge purposes divided by 0.02 cfs/acre.
24. When the authorized diversion of water under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B is reduced at the Ridenbaugh Canal, excluding reductions for canal maintenance, the diversion of water under those rights at the Surprise Valley diversion, the Green Ranch diversion, and the Danskin diversion must also be reduced by an equivalent proportion.
25. The Right holder shall be responsible for measuring and recording the rate of flow diverted from the Green Ranch and Danskin diversions on a weekly basis during the authorized irrigation season and shall provide the diversion records upon request to the watermaster or the department.
26. Water shall not be diverted under this right at the Green Ranch diversion if such diversion would cause injury to rights senior in priority to November 20, 2001 that are authorized to divert from Mores Creek and its tributaries.
27. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.

Decreed Date: 3/30/2011

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 63-199b

Current Owner: NAMPA & MERIDIAN IRRIGATION DISTRICT
Priority Date: 5/1/1878
Origin: Water Right
Status: Active
Basis: Decreed

Source

BOISE RIVER
MORES CREEK
ROCK CREEK

Tributary

SNAKE RIVER
BOISE RIVER
SOUTH FORK BOISE RIVER

Beneficial Use

	<u>From To</u>
IRRIGATION	03/01 to 11/15
GROUND WATER RECHARGE	03/01 to 11/15
INDUSTRIAL	03/15 to 11/15
	<u>Total Diversion</u>

Diversion Rate

169.6 CFS
5.11 CFS
1.6 CFS
169.6 CFS

Annual Volume

Location of Point(s) of Diversion

ROCK CREEK ELMORE County	NE1/4NW1/4	Sec. 14,	Twp 01N,	Rge 07E B.M.
BOISE RIVER ADA County	L8(NW1/4NE1/4)	Sec. 4,	Twp 02N,	Rge 03E B.M.
BOISE RIVER ADA County	L6(NW1/4SW1/4)	Sec. 29,	Twp 03N,	Rge 03E B.M.
MORES CREEK BOISE County	SW1/4NE1/4	Sec. 35,	Twp 05N,	Rge 04E B.M.

Place of Use

IRRIGATION Within CANYON County

T01N R07E S10	Lot 4	NWSW	T01N R07E S10	Lot 8	SWSW
T01N R07E S10	Lot 7	SESW	T01N R07E S15	Lot 1	NWNE
T01N R07E S15	Lot 4	SWNE	T01N R07E S15	Lot 2	NENW
T02N R03E S5	Lot 1	NENE	T02N R03E S5	Lot 2	NWNE
T02N R03E S5		SWNE	T02N R03E S5		SENE
T02N R03E S5	Lot 3	NENW	T02N R03E S5	Lot 4	NWNW
T02N R03E S5		SWNW	T02N R03E S5		SENW
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T02N R03E S5		SWSE	T02N R03E S5		SESE
T02N R03E S6		SWNE	T02N R03E S6		SENE

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Lot 2

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Lot 1

Lot 3

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T03N R01E S1		SESE	T03N R01E S2	Lot 1	NENE

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Lot 1

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Lot 2

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T03N R02E S18	NENW	T03N R02E S18	Lot 1 NWNW
T03N R02E S18	Lot 2 SWNW	T03N R02E S18	SENE

Place of Use: INDUSTRIAL same as IRRIGATION

Place of Use: GROUND WATER RECHARGE same as IRRIGATION

Conditions of Approval:

1. S45 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 Reservoirs 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.
2. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
3. The Right holder shall be responsible for measuring and recording the rate of flow diverted from the Green Ranch diversion on a weekly basis during the authorized irrigation season and shall provide the diversion records upon request to the watermaster or the department.
4. R05 Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 63.
5. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B at the Green Ranch Diversion shall not exceed a combined total of 0.72 cfs.
6. 127 Place of use is within the boundary of Nampa & Meridian Irrigation District pursuant to Section 43-323, Idaho Code.
7. T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.
8. Each year the amount of water available for irrigation at the Surprise Valley diversion shall be reduced by the amount of water to be diverted for industrial and ground water recharge purposes under right nos. 63-199B and 63-200B.
9. Prior to March 1 of each year the right holder shall report to the department the number and location of acres to be irrigated by right nos. 63-30181, 63-198AJ, 63-199B and 63-200B from the Surprise Valley diversion and shall also report the maximum rate of flow to be diverted for industrial and ground water recharge purposes at the Surprise Valley diversion. Use of water under those rights each year shall not exceed the reported amounts.
10. Water shall not be diverted under this right at the Green Ranch diversion if such diversion would cause injury to rights senior in priority to November 20, 2001 that are authorized to divert from Mores Creek and tributaries.

11. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B at the Surprise Valley Diversion shall not exceed a combined total of 26.00 cfs.
12. X61 The period of use for industrial use described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early season use and a priority date earlier than the date of this approval.
13. This right when combined with Right Nos. 63-198AJ, 63-200B, 63-2392B, 63-2968, 63-30181 and 63-32695 can be used to irrigate up to 69,495 acres within the boundary of the Nampa Meridian Irrigation District.
14. When the authorized diversion of water under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B is reduced at the Ridenbaugh Canal, excluding reductions for canal maintenance, the diversion of water under those rights at the Surprise Valley diversion, the Green Ranch diversion, and the Danskin diversion must also be reduced by an equivalent proportion.
15. R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
16. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B from the Danskin diversion for irrigation purposes shall be calculated at a diversion rate of 0.01 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more volume than can be beneficially used for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis or to limit the rate water may be applied to less than 0.02 cfs per acre at the field headgate.
17. The place of use for industrial and ground water recharge purposes under right nos. 63-199B and 63-200B is limited to the lands served by the Surprise Valley diversion.
18. 172 The boundary encompassing the place of use for this water right is described with a digital boundary as authorized by Idaho law. The data comprising the digital boundary are stored in the electronic document management system of the Department and are incorporated into this approval by this reference. A map depicting the place of use is attached to this approval document to illustrate the place of use described by the digital boundary.
19. 155 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 proceeding 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 proceeding to the earliest, shall be reduced to 60 percent of their decreed quantities.
20. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B at the Danskin Diversion shall not exceed a combined total of 1.55 cfs.
21. The number of acres available for irrigation under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B from the Surprise Valley diversion each year shall be reduced from a maximum of 1300 by at least the number resulting from the total rate of flow to be diverted for industrial and ground water recharge purposes divided by 0.02 cfs/acre.
22. The annual volume of water used for industrial and ground water recharge purposes under right nos. 63-199B and 63-200B shall be measured using separate totalizing measuring devices and the right holder shall report the totals to the department by December 31 of each year.
23. SD1 This right originated as all or part of right no. 67 in the Stewart Decree and the historic Boise River Water Masters records.

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24. Diversion and use of water for industrial purposes under right nos. 63-199B and 63-200B shall not be more consumptive nor more depletive of water flowing in the Boise River than an equivalent diversion and use of water for irrigation purposes under those rights.
25. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B from the Surprise Valley diversion for irrigation purposes shall be calculated at a diversion rate of 0.02 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis.
26. Water shall not be diverted under this right at the Danskin diversion if such diversion would cause injury to rights senior in priority to December 22, 2021 that are authorized to divert from Rock Creek and its tributaries.
27. Rights 63-115, 63-19756, 63-31296, 63-31290A, and 63-31290B, and the following rights when diverted from the Danskin diversion, 63-198AJ, 63-199B, 63-200B, 63-30181, when combined shall not exceed a total diversion rate of 3.10 cfs and the irrigation of 155 acres.
28. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B from the Green Ranch diversion for irrigation purposes shall be calculated at a diversion rate of 0.0156 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more volume than can be beneficially used for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis.
29. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.

Decreed Date: 3/30/2011

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 63-200b

Current Owner: NAMPA & MERIDIAN IRRIGATION DISTRICT
Priority Date: 8/20/1888
Origin: Water Right
Status: Active
Basis: Decreed

Source

BOISE RIVER
MORES CREEK
ROCK CREEK

Tributary

SNAKE RIVER
BOISE RIVER
SOUTH FORK BOISE RIVER

Beneficial Use

	<u>From</u>	<u>To</u>
INDUSTRIAL	03/15 to 11/15	
GROUND WATER RECHARGE	03/15 to 11/15	
IRRIGATION	03/15 to 11/15	
	<u>Total Diversion</u>	

Diversion Rate

3.4 CFS
10.89 CFS
361.94 CFS
361.94 CFS

Annual Volume

Location of Point(s) of Diversion

ROCK CREEK ELMORE County	NE1/4NW1/4	Sec. 14,	Twp 01N,	Rge 07E B.M.
BOISE RIVER ADA County	L8(NW1/4NE1/4)	Sec. 4,	Twp 02N,	Rge 03E B.M.
BOISE RIVER ADA County	L6(NW1/4SW1/4)	Sec. 29,	Twp 03N,	Rge 03E B.M.
MORES CREEK BOISE County	SW1/4NE1/4	Sec. 35,	Twp 05N,	Rge 04E B.M.

Place of Use

IRRIGATION Within CANYON County

T01N R07E S10	Lot 4	NWSW	T01N R07E S10	Lot 8	SWSW
T01N R07E S10	Lot 7	SESW	T01N R07E S15	Lot 1	NWNE
T01N R07E S15	Lot 4	SWNE	T01N R07E S15	Lot 2	NENW
T02N R03E S5	Lot 1	NENE	T02N R03E S5	Lot 2	NWNE
T02N R03E S5		SWNE	T02N R03E S5		SENE
T02N R03E S5	Lot 3	NENW	T02N R03E S5	Lot 4	NWNW
T02N R03E S5		SWNW	T02N R03E S5		SENW
T02N R03E S5		NESW	T02N R03E S5		NWSW
T02N R03E S5		SWSW	T02N R03E S5		SESW
T02N R03E S5		NESE	T02N R03E S5		NWSE
T02N R03E S5		SWSE	T02N R03E S5		SESE
T02N R03E S6		SWNE	T02N R03E S6		SENE

T02N R03E S6		SENE
T02N R03E S6	Lot 6	NWSW
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T02N R03E S6		NWSE
T02N R03E S6		SESE
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T02N R03E S7		SENE
T02N R03E S7	Lot 1	NWNW
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Lot 1

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Lot 2

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T03N R02E S8		SENW
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T03N R02E S8		SESW
T03N R02E S8		NWSE
T03N R02E S8		SESE
T03N R02E S9	Lot 8	SENW
T03N R02E S9		NWSW
T03N R02E S9		NWSE
T03N R02E S15		SENW
T03N R02E S17		NENE
T03N R02E S17		SWNE
T03N R02E S17		NENW
T03N R02E S17		SWNW

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T03N R02E S17	SESW	T03N R02E S17	NESW
T03N R02E S17	NWSW	T03N R02E S17	SWSW
T03N R02E S17	SESW	T03N R02E S17	NWSE
T03N R02E S17	SWSE	T03N R02E S17	SESE
T03N R02E S18	NENE	T03N R02E S18	NWNE
T03N R02E S18	SWNE	T03N R02E S18	SENE
T03N R02E S18	NENW	T03N R02E S18	Lot 1 NWNW
T03N R02E S18	Lot 2 SWNW	T03N R02E S18	SENE

Place of Use: INDUSTRIAL same as IRRIGATION

Place of Use: GROUND WATER RECHARGE same as IRRIGATION

Conditions of Approval:

1. R05 Use of water under this right may be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 63.
2. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
3. Diversion and use of water for industrial purposes under right nos. 63-199B and 63-200B shall not be more consumptive nor more depletive of water flowing in the Boise River than an equivalent diversion and use of water for irrigation purposes under those rights.
4. 155 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 proceeding 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 proceeding to the earliest, shall be reduced to 60 percent of their decreed quantities.
5. 127 Place of use is within the boundary of Nampa & Meridian Irrigation District pursuant to Section 43-323, Idaho Code.
6. The number of acres available for irrigation under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B from the Surprise Valley diversion each year shall be reduced from a maximum of 1300 by at least the number resulting from the total rate of flow to be diverted for industrial and ground water recharge purposes divided by 0.02 cfs/acre.
7. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B at the Green Ranch Diversion shall not exceed a combined total of 0.72 cfs.
8. The place of use for industrial and ground water recharge purposes under right nos. 63-199B and 63-200B is limited to the lands served by the Surprise Valley diversion.
9. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B at the Surprise Valley Diversion shall not exceed a combined total of 26.00 cfs.
10. SD1 This right originated as all or part of right no. 106 in the Stewart Decree and the historic Boise River Water Masters records.

11. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B from the Surprise Valley diversion for irrigation purposes shall be calculated at a diversion rate of 0.02 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis.
12. When the authorized diversion of water under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B is reduced at the Ridenbaugh Canal, excluding reductions for canal maintenance, the diversion of water under those rights at the Surprise Valley diversion, the Green Ranch diversion, and the Danskin diversion must also be reduced by an equivalent proportion.
13. Each year the amount of water available for irrigation at the Surprise Valley diversion shall be reduced by the amount of water to be diverted for industrial and ground water recharge purposes under right nos. 63-199B and 63-200B.
14. T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.
15. S45 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 Reservoirs 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.
16. Water shall not be diverted under this right at the Green Ranch diversion if such diversion would cause injury to rights senior in priority to November 20, 2001 that are authorized to divert from Mores Creek and tributaries.
17. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B from the Danskin diversion for irrigation purposes shall be calculated at a diversion rate of 0.01 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more volume than can be beneficially used for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis or to limit the rate water may be applied to less than 0.02 cfs per acre at the field headgate.
18. The Right holder shall be responsible for measuring and recording the rate of flow diverted from the Green Ranch and Danskin diversions on a weekly basis during the authorized irrigation season and shall provide the diversion records upon request to the watermaster or the department.
19. 172 The boundary encompassing the place of use for this water right is described with a digital boundary as authorized by Idaho law. The data comprising the digital boundary are stored in the electronic document management system of the Department and are incorporated into this approval by this reference. A map depicting the place of use is attached to this approval document to illustrate the place of use described by the digital boundary.
20. Prior to March 1 of each year the right holder shall report to the department the number and location of acres to be irrigated by right nos. 63-30181, 63-198AJ, 63-199B and 63-200B from the Surprise Valley diversion and shall also report the maximum rate of flow to be diverted for industrial and ground water recharge purposes at the Surprise Valley diversion. Use of water under those rights each year shall not exceed the reported amounts.
21. R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).

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22. The annual volume of water used for industrial and ground water recharge purposes under right nos. 63-199B and 63-200B shall be measured using separate totalizing measuring devices and the right holder shall report the totals to the department by December 31 of each year.
23. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B from the Green Ranch diversion for irrigation purposes shall be calculated at a diversion rate of 0.0156 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more volume than can be beneficially used for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis.
24. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B at the Danskin Diversion shall not exceed a combined total of 1.55 cfs.
25. Water shall not be diverted under this right at the Danskin diversion if such diversion would cause injury to rights senior in priority to December 22, 2021 that are authorized to divert from Rock Creek and its tributaries.
26. This right when combined with Right Nos. 63-198AJ, 63-199B, 63-2392B, 63-2968, 63-30181 and 63-32695 can be used to irrigate up to 69,495 acres within the boundary of the Nampa Meridian Irrigation District.
27. X61 The period of use for irrigation, industrial, and ground water recharge uses described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early season use and a priority date earlier than the date of this approval.
28. Rights 63-115, 63-19756, 63-31296, 63-31290A, and 63-31290B, and the following rights when diverted from the Danskin diversion, 63-198AJ, 63-199B, 63-200B, 63-30181, when combined shall not exceed a total diversion rate of 3.10 cfs and the irrigation of 155 acres.
29. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.

Decreed Date: 3/30/2011

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 63-30181

Current Owner: NAMPA & MERIDIAN IRRIGATION DISTRICT
Priority Date: 6/1/1864
Origin: Water Right
Status: Active
Basis: Decreed

Source

BOISE RIVER
MORES CREEK
ROCK CREEK

Tributary

SNAKE RIVER
BOISE RIVER
SOUTH FORK BOISE RIVER

Beneficial Use

IRRIGATION

From To

03/15 to 11/15

Total Diversion

Diversion Rate

0.2 CFS

0.2 CFS

Annual Volume

Location of Point(s) of Diversion

ROCK CREEK

ELMORE County

BOISE RIVER

ADA County

BOISE RIVER

ADA County

MORES CREEK

BOISE County

NE1/4NW1/4

Sec. 14, Twp 01N, Rge 07E B.M.

L8(NW1/4NE1/4)

Sec. 4, Twp 02N, Rge 03E B.M.

L6(NW1/4SW1/4)

Sec. 29, Twp 03N, Rge 03E B.M.

SW1/4NE1/4

Sec. 35, Twp 05N, Rge 04E B.M.

Place of Use

IRRIGATION Within CANYON County

T01N R07E S10	Lot 4	NWSW
T01N R07E S10	Lot 7	SESW
T01N R07E S15	Lot 4	SWNE
T02N R03E S5	Lot 1	NENE
T02N R03E S5		SWNE
T02N R03E S5	Lot 3	NENW
T02N R03E S5		SWNW
T02N R03E S5		NESW
T02N R03E S5		SWSW
T02N R03E S5		NESE
T02N R03E S5		SWSE
T02N R03E S6		SWNE
T02N R03E S6		SESW
T02N R03E S6	Lot 6	NWSW

T01N R07E S10	Lot 8	SWSW
T01N R07E S15	Lot 1	NWNE
T01N R07E S15	Lot 2	NENW
T02N R03E S5	Lot 2	NWNE
T02N R03E S5		SENE
T02N R03E S5	Lot 4	NWNW
T02N R03E S5		SESW
T02N R03E S5		NWSW
T02N R03E S5		SESW
T02N R03E S5		NWSE
T02N R03E S5		SESE
T02N R03E S6		SENE
T02N R03E S6		NESW
T02N R03E S6	Lot 7	SWSW

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T02N R03E S6		SESW
T02N R03E S6		NWSE
T02N R03E S6		SESE
T02N R03E S7		NWNE
T02N R03E S7		SENE
T02N R03E S7	Lot 1	NWNW
T02N R03E S7		SENE
T02N R03E S7		SESW
T02N R03E S7		NWSE
T02N R03E S7		SESE
T02N R03E S18		NENE
T02N R03E S18		SWNE
T02N R01W S2	Lot 3	NENW
T02N R01W S3	Lot 1	NENE
T02N R01W S3		SWNE
T02N R01W S3	Lot 3	NENW
T02N R01W S3		SWNW
T02N R01W S3		NESW
T02N R01W S3		SWSW
T02N R01W S4	Lot 1	NENE
T02N R01W S4		SWNE
T02N R01W S4	Lot 3	NENW
T02N R01W S4		SWNW
T02N R01W S4		NESW
T02N R01W S4		SWSW
T02N R01W S4		NESE
T02N R01W S4		SWSE
T02N R01W S5	Lot 1	NENE
T02N R01W S5		SWNE
T02N R01W S5	Lot 3	NENW
T02N R01W S5		SWNW
T02N R01W S5		NESW
T02N R01W S5		SWSW
T02N R01W S5		NESE
T02N R01W S5		SWSE
T02N R01W S6	Lot 1	NENE
T02N R01W S6		SWNE
T02N R01W S6	Lot 3	NENW
T02N R01W S6	Lot 5	SWNW
T02N R01W S6		NESW
T02N R01W S6	Lot 7	SWSW
T02N R01W S6		NESE
T02N R01W S6		SWSE
T02N R01W S7		NENE
T02N R01W S7		SWNE
T02N R01W S7		NENW
T02N R01W S7	Lot 2	SWNW
T02N R01W S7		NESW

T02N R03E S6		NESE
T02N R03E S6		SWSE
T02N R03E S7		NENE
T02N R03E S7		SWNE
T02N R03E S7		NENW
T02N R03E S7	Lot 2	SWNW
T02N R03E S7		NESW
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T02N R03E S7		SWSE
T02N R03E S8		SWSW
T02N R03E S18		NWNE
T02N R03E S18		NENW
T02N R01W S2	Lot 4	NWNW
T02N R01W S3	Lot 2	NWNE
T02N R01W S3		SENE
T02N R01W S3	Lot 4	NWNW
T02N R01W S3		SENE
T02N R01W S3		NWSW
T02N R01W S3		SESW
T02N R01W S4	Lot 2	NWNE
T02N R01W S4		SENE
T02N R01W S4	Lot 4	NWNW
T02N R01W S4		SENE
T02N R01W S4		NWSW
T02N R01W S4		SESW
T02N R01W S4		NWSE
T02N R01W S4		SESE
T02N R01W S5	Lot 2	NWNE
T02N R01W S5		SENE
T02N R01W S5	Lot 4	NWNW
T02N R01W S5		SENE
T02N R01W S5		NWSW
T02N R01W S5		SESW
T02N R01W S5		NWSE
T02N R01W S5		SESE
T02N R01W S6	Lot 2	NWNE
T02N R01W S6		SENE
T02N R01W S6	Lot 4	NWNW
T02N R01W S6		SENE
T02N R01W S6	Lot 6	NWSW
T02N R01W S6		SESW
T02N R01W S6		NWSE
T02N R01W S6		SESE
T02N R01W S7		NWNE
T02N R01W S7		SENE
T02N R01W S7	Lot 1	NWNW
T02N R01W S7		SENE
T02N R01W S7	Lot 3	NWSW

T02N R01W S7	Lot 4	SWSW
T02N R01W S7		NESE
T02N R01W S7		SWSE
T02N R01W S8		NENE
T02N R01W S8		SWNE
T02N R01W S8		NENW
T02N R01W S8		SWNW
T02N R01W S8		NESW
T02N R01W S8		SWSW
T02N R01W S8		NESE
T02N R01W S8		SWSE
T02N R01W S9		NENE
T02N R01W S9		SWNE
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T02N R01W S18	Lot 1	NWNW
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T02N R02W S1	Lot 2	NWNE
T02N R02W S1		SENE
T02N R02W S1	Lot 4	NWNW
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T02N R02W S2		SESE
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T02N R02W S3		SENE
T02N R02W S3	Lot 4	NWNW
T02N R02W S3		SENE

T02N R01W S7		SESW
T02N R01W S7		NWSE
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T02N R02W S1		SWSW
T02N R02W S1		NESE
T02N R02W S1		SWSE
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T02N R02W S3		SWNE
T02N R02W S3	Lot 3	NENW
T02N R02W S3		SWNW
T02N R02W S3		NESW

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T02N R02W S3		NESE
T02N R02W S3		SWSE
T02N R02W S4	Lot 1	NENE
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T02N R02W S11		NWNE
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T02N R02W S11		SESW
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T02N R02W S13		NWSE
T02N R02W S13		SESE
T02N R02W S14		NWNE
T02N R02W S14		SENE
T02N R02W S14		NWNW
T02N R02W S14		SENW
T02N R02W S14		NWSW

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T02N R02W S14	SWSW	T02N R02W S14	SESW
T02N R02W S14	NESE	T02N R02W S14	NWSE
T02N R02W S14	SWSE	T02N R02W S14	SESE
T02N R02W S15	NENE	T02N R02W S15	NWNE
T02N R02W S15	SWNE	T02N R02W S15	SENE
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T02N R02W S15	SWNW	T02N R02W S15	SENW
T02N R02W S15	NESW	T02N R02W S15	NWSW
T02N R02W S15	SWSW	T02N R02W S15	SESW
T02N R02W S15	NESE	T02N R02W S15	NWSE
T02N R02W S15	SWSE	T02N R02W S15	SESE
T02N R02W S16	NENE	T02N R02W S16	NWNE
T02N R02W S16	SWNE	T02N R02W S16	SENE
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Lot 2

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T03N R02E S7		NESW
T03N R02E S7	Lot 4	SWSW
T03N R02E S7		NESE
T03N R02E S7		SWSE
T03N R02E S8	Lot 1	NENE
T03N R02E S8	Lot 2	NWNE
T03N R02E S8		SWNE
T03N R02E S8		NENW
T03N R02E S8		SWNW
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T03N R02E S8		NESE
T03N R02E S8		SWSE
T03N R02E S9		SWNW
T03N R02E S9		NESW
T03N R02E S9		SESW
T03N R02E S9		SWSE
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T03N R02E S17		NWNE
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T03N R02E S17		NWNW
T03N R02E S17		SESW
T03N R02E S17		NWSW

T03N R01E S33		NENE
T03N R01E S33		NENW
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T03N R01E S33		NESW
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T03N R02E S17		NENW
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T03N R02E S17		NESW
T03N R02E S17		SWSW

Page _____ of _____

T03N R02E S17	SESW	T03N R02E S17	NWSE
T03N R02E S17	SWSE	T03N R02E S17	SESE
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T03N R02E S18	NENW	T03N R02E S18	Lot 1 NWNW
T03N R02E S18	Lot 2 SWNW	T03N R02E S18	SENW

Conditions of Approval:

- When the authorized diversion of water under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B is reduced at the Ridenbaugh Canal, excluding reductions for canal maintenance, the diversion of water under those rights at the Surprise Valley diversion, the Green Ranch diversion, and the Danskin diversion must also be reduced by an equivalent proportion.
- SD1 This right originated as all or part of right no. 1 in the Stewart Decree and the historic Boise River Water Masters records.
- R05 Use of water under this right will be regulated by a watermaster with responsibility for the distribution of water among appropriators within a water district. At the time of this approval, this water right is within State Water District No. 63.
- The number of acres available for irrigation under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B from the Surprise Valley diversion each year shall be reduced from a maximum of 1300 by at least the number resulting from the total rate of flow to be diverted for industrial and ground water recharge purposes divided by 0.02 cfs/acre.
- Rights 63-115, 63-19756, 63-31296, 63-31290A, and 63-31290B, and the following rights when diverted from the Danskin diversion, 63-198AJ, 63-199B, 63-200B, 63-30181, when combined shall not exceed a total diversion rate of 3.10 cfs and the irrigation of 155 acres.
- The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B from the Surprise Valley diversion for irrigation purposes shall be calculated at a diversion rate of 0.02 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more than 4.5 afa per acre at the field headgate for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis.
- T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
- This right when combined with Right Nos. 63-198AJ, 63-199B, 63-200B, 63-2392B, 63-2968 and 63-32695 can be used to irrigate up to 69,495 acres within the boundary of the Nampa Meridian Irrigation District.
- 172 The boundary encompassing the place of use for this water right is described with a digital boundary as authorized by Idaho law. The data comprising the digital boundary are stored in the electronic document management system of the Department and are incorporated into this approval by this reference. A map depicting the place of use is attached to this approval document to illustrate the place of use described by the digital boundary.
- The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B from the Danskin diversion for irrigation purposes shall be calculated at a diversion rate of 0.01 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more volume than can be beneficially used for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis or to limit the rate water may be applied to less than 0.02 cfs per acre at the field headgate.

11. 155 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 proceeding 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 proceeding to the earliest, shall be reduced to 60 percent of their decreed quantities.
12. X61 The period of use for the irrigation described in this approval may be extended to a beginning date of 3/1 provided that beneficial use of the water can be shown and other elements of the right are not exceeded. The use of water before 3/15 is subordinate to all water rights having no subordinated early irrigation use and a priority date earlier than the date of this approval.
13. Water shall not be diverted under this right at the Danskin diversion if such diversion would cause injury to rights senior in priority to December 22, 2021 that are authorized to divert from Rock Creek and its tributaries.
14. Water shall not be diverted under this right at the Green Ranch diversion if such diversion would cause injury to rights senior in priority to November 20, 2001 that are authorized to divert from Mores Creek and tributaries.
15. Prior to March 1 of each year the right holder shall report to the department the number and location of acres to be irrigated by right nos. 63-30181, 63-198AJ, 63-199B and 63-200B from the Surprise Valley diversion and shall also report the maximum rate of flow to be diverted for industrial and ground water recharge purposes at the Surprise Valley diversion. Use of water under those rights each year shall not exceed the reported amounts.
16. R43 The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion(s).
17. S45 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 Reservoirs 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.
18. P32 This right is former right no. 63-120J.
19. T19 Pursuant to Idaho Code § 42-1412(6), this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as determined by the Snake River Basin Adjudication court in the final unified decree entered 08/26/2014.
20. The amount of water diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B from the Green Ranch diversion for irrigation purposes shall be calculated at a diversion rate of 0.0156 cfs per acre to be irrigated, and when combined with any other rights those rights shall provide no more than 0.02 cfs per acre nor more volume than can be beneficially used for irrigation purposes. This condition shall not be construed as a requirement for the right holder to regulate water on a volumetric basis.
21. Each year the amount of water available for irrigation at the Surprise Valley diversion shall be reduced by the amount of water to be diverted for industrial and ground water recharge purposes under right nos. 63-199B and 63-200B.

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22. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B at the Danskin Diversion shall not exceed a combined total of 1.55 cfs.
23. 127 Place of use is within the boundary of Nampa & Meridian Irrigation District pursuant to Section 43-323, Idaho Code.
24. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
25. The Right holder shall be responsible for measuring and recording the rate of flow diverted from the Green Ranch and Danskin diversions on a weekly basis during the authorized irrigation season and shall provide the diversion records upon request to the watermaster or the department.
26. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B at the Green Ranch Diversion shall not exceed a combined total of 0.72 cfs.
27. The rate of flow diverted under right nos. 63-30181, 63-198AJ, 63-199B and 63-200B at the Surprise Valley Diversion shall not exceed a combined total of 26.0 cfs.

Decreed Date: 3/30/2011

A. DESCRIPTION OF RIGHT(S) AS RECORDED

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

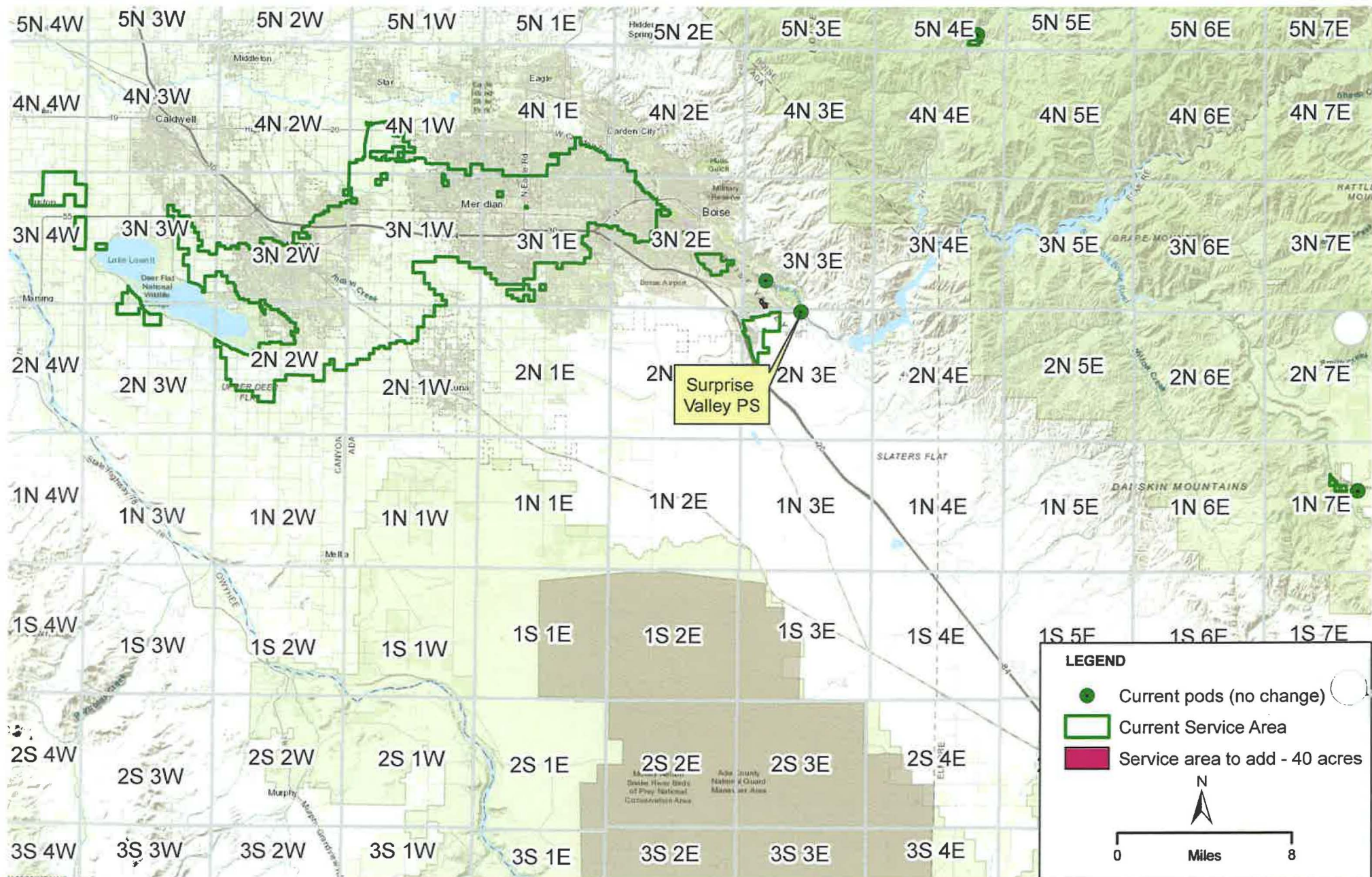
- Right Number: _____

- [illegible]



DATA SOURCE: 2021 Ada NAIP

TRANSFER ATTACHMENT 7A
NAMPA & MERIDAN IRRIGATION- DISTRICT
BOISE SCHOOL PROPERTY ANNEXATION



TRANSFER ATTACHMENT 7B
NAMPA & MERIDIAN IRRIGATION DISTRICT
BOISE SCHOOL PROPERTY ANNEXATION



<BOL> DATA SOURCE: World Topo

**ATTACHMENT 10
ANNEXATION AGREEMENT**

AGREEMENT OF TERMS AND CONDITIONS FOR ANNEXATION

AGREEMENT OF TERMS AND CONDITIONS FOR ANNEXATION, made and entered into this 6 day of July, 2023, by and among NAMPA & MERIDIAN IRRIGATION DISTRICT, an irrigation district organized and existing under and by virtue of the laws of the State of Idaho, hereinafter referred to as the "NMID", and

BOISE SCHOOL DISTRICT,

Whose address is: 8169 W. Victory Road, Boise, Idaho 83709,

hereinafter referred to as "BSD",

WITNESSETH:

WHEREAS, BSD owns the real property particularly described in the "Legal Description" attached hereto as **Exhibit A** and by this reference made a part hereof, and filed a Petition for Annexation of Lands with the board of directors of NMID requesting annexation of said real property consisting of 40 acres of land, more or less, and is generally known as Les Bois Junior High School and Trail Winds Elementary; and,

WHEREAS, the NMID and BSD wish to establish terms and conditions for the annexation of said lands to NMID,

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

1. **Description of proposed annexation and uses.** NMID's boundaries will be changed to add the 40 acres of land, more or less, identified in Exhibit A. BSD seeks annexation to receive water from NMID for use in irrigation of the two schools known as Les Bois Junior High School and Trail Wind Elementary. Water will be diverted from the Surprise Valley Pump Station through the existing pipeline utilized by J.R. Simplot Company, Micron Technology, Inc. and Photonics Idaho, Inc. (hereinafter referred to as "Simplot/Micron diversion") under NMID's Ridenbaugh Canal natural flow water rights (hereinafter referred to as "Ridenbaugh Natural Flow Water Rights" which are more particularly described in the attached **Exhibit B**, attached hereto and by this reference made a part hereof) and a proportional amount of NMID's Ridenbaugh supplemental storage water rights (hereinafter referred to as "Storage Water Rights" which are more particularly set forth in **Exhibit C**, attached hereto and by this reference made a part hereof).

2. **Water rights for annexed lands.** Water is available for the annexed lands as a result of exclusions exceeding 40 acres of land from NMID pursuant to Title 43, Chapter 11 of the Idaho Code. The total quantity of water previously apportioned and delivered to the excluded lands under the Ridenbaugh Natural Flow Water Rights, and available for delivery to the annexed

lands, is .56 cfs or 28 miner's inches. The total quantity of Storage Water Rights apportioned and available for delivery to the annexed lands is 40 Ridenbaugh acre feet of storage water. Delivery and use of the Ridenbaugh Natural Flow Water Rights and the Ridenbaugh Storage Water Rights to the annexed lands shall be in accordance with the terms set forth below.

3. **BSD diversion.** BSD shall not order and divert more water than can be put to beneficial use. BSD will be responsible for compliance with all reporting requirements associated with its diversion and use of NMID water. BSD shall designate a person to report to NMID's water superintendent the quantity of water which will be ordered at the beginning of the irrigation season, and thereafter to report on a weekly basis the measurements and/or flow meter data or readings to NMID. NMID will report the measurements and flow readings to the Watermaster for Water District 63 as necessary. NMID shall continue to have the right to divert through its diversion for the Ridenbaugh Canal any portion of the .56 cfs and 40 acre feet which is apportioned to the annexed lands and is not ordered and diverted by BSD to the annexed lands.

4. **Shared Delivery and Flow Meter.** BSD's diversion of water from NMID shall be from the Surprise Valley Pump Station and through a shared diversion known as the Simplot/Micron diversion which also supplies water from NMID to the lands currently owned by Simplot/Micron and Photronics. BSD shall share the Simplot/Micron diversion but shall not be a party to any agreements of NMID with Simplot/Micron and Photronics and Simplot/Micron and Photronics shall not be a party to this Agreement. As provided in paragraph 9 below, BSD shall be responsible for any agreements, authorization or permission from the other users of the Simplot/Micron diversion to share the Surprise Valley Pump Station and the Simplot/Micron diversion as well as the delivery system to BSD's property. BSD has entered into an agreement with Micron as to the operation, maintenance and repairs of such facilities, including shared power and other costs and proportional use and measurement of the diversion and use of water from the diversion or delivery system and a true and correct copy of said agreement is attached hereto as **Exhibit D** and by this reference incorporated herein. BSD shall indemnify, defend and hold harmless NMID from any claims, assertions or complaints related to or arising from the diversion, use, operation, maintenance or repair of the Simplot/Micron diversion or system and Surprise Valley Pump Station. Notwithstanding and without waiving the foregoing, BSD shall install and maintain flow meters or other devices approved by NMID, which shall be available for NMID to regulate, measure and confirm the amount of Ridenbaugh Natural Flow Rights and Storage Water Rights diverted by BSD to the annexed lands.

5. **Storage Water use.** This Agreement apportions a portion of NMID's Ridenbaugh Storage Water Rights to the annexed lands and allows BSD to supplement the Ridenbaugh Natural Flow Water Rights with NMID's Storage Water Rights when NMID's Ridenbaugh Natural Flow Water Rights are reduced by the Watermaster for Water District 63. BSD shall have no right to order or call for the delivery of NMID's Storage Water Rights to the Surprise Valley pump station or for delivery to the annexed lands. Instead, BSD shall be allowed to supplement its deliveries of Ridenbaugh Natural Flow Water Rights with NMID's Storage Water Rights only when NMID is calling for or ordering Storage Water Rights at the Ridenbaugh Canal. For example, if NMID is supplementing its Ridenbaugh Natural Flow Water Rights with its Storage Water Rights at the Ridenbaugh Canal then BSD shall also be entitled to divert and use its proportional amount of NMID's Storage Water Rights at the Surprise Valley pump station. Once NMID ceases diverting

NMID's Storage Water Rights at the Ridenbaugh Canal then BSD's right to divert NMID's Storage Water Rights shall also cease. BSD shall be further responsible for allocating water use within the Simplot/Micron diversion to ensure that BSD is diverting/receiving is proportional share of NMID's Storage Water Rights when available and such water is not being diverted by or delivered to other users of the Simplot/Micron diversion (Note: Simplot/Micron/Photronics have not been apportioned any of NMID's Storage Water Rights and thus the diversion and use of NMID's Storage Water Rights is limited to BSD and the annexed lands of BSD).

6. **Period of diversion.** Diversion of water through the Simplot/Micron diversion by BSD pursuant to the Ridenbaugh Natural Flow Water Rights shall begin no sooner during any irrigation season than NMID begins to divert water through its diversion for the Ridenbaugh Canal, and shall end no later than NMID ceases diverting water through its Ridenbaugh Canal diversion. Diversion of water by BSD shall be as follows:

- a. Annually, and prior to any diversion of water by BSD, BSD shall contact NMID's water superintendent to determine when NMID intends to begin diverting water through the Ridenbaugh Canal. NMID's water superintendent shall then notify BSD when NMID intends to begin diverting water through the Ridenbaugh Canal and confirm when BSD may also begin diverting water through the Simplot/Micron diversion. BSD may then begin diverting its proportionate amount of water through the Simplot/Micron diversion at the same time as NMID begins diverting water through the Ridenbaugh Canal and such right shall continue until NMID ceases diverting water through the Ridenbaugh Canal. In other words, BSD's period of use and diversions shall be the same period or irrigation season as NMID diverts water through the Ridenbaugh Canal. As provided in paragraph 3 above, BSD shall report to NMID's water superintendent on a weekly basis the measurements and/or flow meter data or readings for the BSD's diversion to NMID and NMID may report said information to the Watermaster for Water District No. 63;
- b. During the irrigation season for the Ridenbaugh Natural Flow Water Rights, the diversion through the Surprise Valley Pump Station shall be reduced as directed by NMID's water superintendent and/or the Watermaster for Water District No. 63 in the same proportion that diversions are reduced by the Watermaster for Water District No. 63 through the Ridenbaugh Canal diversion in accordance with NMID's Ridenbaugh Natural Flow Water Rights (hereinafter referred to as "Diversion Allocation"). NMID shall notify BSD and/or Simplot/Micron of any diversion reductions as soon as practical, but in any event no later than twenty-four (24) hours from the time NMID receives notice of a Diversion Allocation; and
- c. Once NMID's water superintendent notifies BSD of the Diversion Allocation, the water superintendent shall also notify BSD of NMID's intent to call for or order NMID's Storage Water Rights at the Ridenbaugh Canal to supplement NMID's Ridenbaugh Natural Flow Water Rights. While NMID is calling for or ordering NMID's Storage Water Rights then BSD shall be entitled to divert and deliver its proportionate amount of NMID's Storage Water Rights at the Surprise Valley pump station. NMID's water superintendent shall subsequently notify BSD when NMID

shall cease ordering NMID's Storage Water Rights at the Ridenbaugh Canal and BSD's right to NMID's Storage Water Rights shall also cease. Any out of priority diversions by BSD, except those authorized herein while NMID is ordering storage water, shall not result in an additional diminishment or reduction of NMID's Storage Water Rights and it shall be the obligation of BSD to mitigate for any out of priority diversions.

7. **Existing landowners not affected.** This annexation will not affect the apportionment of NMID's water rights or the delivery of water pursuant to such apportionment to the lands within NMID prior to annexation. Those lands will continue to receive the benefits previously apportioned when water is available. BSD will be equally entitled to receive its .56 cfs portion of the Ridenbaugh Natural Flow Water Rights and its portion of the Storage Water Rights, consistent with I.C. § 43-1010 and these Terms and Conditions of Annexation.

8. **Status of annexed lands.** Pursuant to I.C. § 43-1010, upon recording of the order changing NMID's boundaries pursuant to this annexation, the annexed lands shall be a part of NMID as though they had been included in the original organization of NMID and subject to the levies and assessments of NMID. Thereafter, all landowners within NMID, including the owners of the annexed lands, shall be entitled to the same consideration and treatment in the delivery of NMID's water so far as may be consistent with the terms and conditions of annexation, NMID's apportionment of benefits, and the priority of the Ridenbaugh Natural Flow Water Rights and the use and contract entitlements to the Storage Water Rights as recognized and protected by the Constitution of the State of Idaho.

9. **Ownership, operation, and maintenance of facilities.** BSD shall be responsible to execute and maintain agreements, and pay associated costs, for its proportional use of:

a. all diversion works that are part of the Surprise Valley Pump Station and/or Simplot/Micron diversion,

b. all delivery facilities from the Surprise Valley Pump Station and/or Simplot/Micron diversion to the annexed lands,

and BSD shall construct, install, own, operate, maintain, repair and in every respect be responsible for:

c. all facilities necessary for the drainage of surface water from the annexed lands, and

d. all facilities necessary for the discharge of water used on or within the annexed lands.

NMID will not own, control, operate, maintain or have any rights in, or in any way be responsible for such facilities. Provided, however, NMID shall have the right to inspect, regulate, and measure the Ridenbaugh Natural Flow Water Rights and Storage Water Rights delivered to the annexed lands pursuant to the terms and conditions of annexation.

10. **Diversion, drainage, and discharge.** BSD shall be solely responsible for the diversion and delivery of water from the Simplot/Micron diversion to the annexed lands, surface drainage within the annexed lands, and the discharge of water used within the annexed lands. NMID will not control, use, operate, or maintain, or in any way be responsible for such diversion, delivery, drainage, and discharge. BSD does not, by this annexation or any term or condition hereof, assume any responsibility, liability or authority for any portion of NMID's irrigation works or NMID's water diversion, use, drainage or discharge, except for the voting rights and assessment obligations of any other NMID landowner whose lands have been apportioned Ridenbaugh Natural Flow Water Rights and Storage Water Rights. BSD further acknowledge that irrigation water is not always reliable. Irrigation water may not be available due to drought, harsh weather conditions, governmental actions or other causes, including, but not limited to operation and maintenance of the facilities described in paragraph nine (9) herein and NMID shall have no liability for the lack of water for the reasons described above.

11. **Conditions Precedent to the Apportionment of Benefits.** NMID shall not apportion benefits to the annexed lands until and unless an Application for Transfer of Ridenbaugh Natural Flow Water Rights, if required, is approved by Idaho Department of Water Resources with terms and conditions acceptable to NMID and BSD, and all judicial and administrative appeals are exhausted (hereinafter referred to as "Final Approval").

12. **Exclusion of Lands Annexed to the District.** If the Conditions Precedent in paragraph 11 are not satisfied, and NMID has not already annexed BSD's lands, the Terms and Conditions of Annexation are terminated automatically. If the Conditions Precedent in paragraph 11 are not satisfied, and NMID has already annexed BSD's lands, then BSD shall file a written petition to exclude the lands described in Exhibit A from NMID. BSD and NMID agree that, without Final Approval, the lands described in Exhibit A will not be benefitted by NMID's water rights or receive any other benefits from NMID. NMID shall grant BSD's petition to exclude the lands described in Exhibit A because the lands are not susceptible of irrigation from NMID's water system. NMID agrees that there is no necessity to survey the land described in Exhibit A which will be the subject of the exclusion petition, and that the exclusion will not diminish NMID's existing O&M revenues. NMID agrees that BSD will only pay the actual cost of the exclusion process, and the balance of any exclusion fee which may accompany the exclusion petition in excess of such costs shall be returned to BSD.

13. **Annexation fee.** BSD shall make a one-time per acre annexation fee payment to NMID of Four Hundred Dollars (\$400.00) at the time of the execution of this Agreement. This annexation fee is non-refundable and shall not be reimbursed to BSD even if the Conditions Precedent are not met and/or this Agreement is subsequently terminated.

14. **Apportionment of Benefits.** Upon payment of the annexation fee, and Final Approval of the Conditions Precedent provided in paragraph 11, NMID shall proceed to apportion benefits to the annexed lands. The apportionment to lands annexed for irrigation use shall be equivalent to the apportionment to the lands which have been excluded from NMID and BSD will be assessed as other landowners of NMID based upon apportionment of benefits provided herein. There will be no apportionment of benefits for NMID's functions as a drainage district.

15. **Compliance with law.** BSD shall comply with the approved water right transfer and all federal, state, or other local laws, rules, regulations, and requirements regarding the diversion, delivery, use, drainage or discharge of NMID water. BSD shall not suffer or permit the delivery of NMID water to any lands not identified in Exhibit A, and shall install and maintain such devices as may be required by NMID to monitor and ensure that such delivery does not occur.

16. **BSD Indemnification.** BSD agrees to indemnify, defend and hold NMID harmless from all claims against NMID arising from: (1) the apportionment of benefits and/or delivery of NMID water to BSD land annexed into NMID; (2) the diversion, delivery, use, or discharge of NMID water by BSD; (3) any environmental matters relating to the diversion, delivery, use or discharge of NMID water by BSD; and (4) the ownership, operation, maintenance, and repair of facilities described in paragraph nine (9) herein.

17. **Costs and Fees.** BSD agrees to pay all costs and attorney fees charged by NMID's attorney in connection with the preparation of this agreement, the annexation of BSD lands into NMID, and the preparation, filing, and obtaining final approval of the application to transfer the point of diversion and place of use of .56 cfs of the District's Ridenbaugh Natural Flow Water Rights. Billings and payments for costs and fees shall be made monthly.

18. **Assignment.** BSD shall have no right, power or authority to assign this Agreement or any privileges or obligations hereunder to any person or entity without prior written approval of NMID.

19. **Notice.** Any notice given under this Agreement is sufficient if delivered in writing, directed as follows:

TO NMID:
NAMPA & MERIDIAN IRRIGATION DISTRICT
1503 FIRST STREET SOUTH
NAMPA, ID 83651

Attention: Secretary/Treasurer

TO BSD:
BOISE SCHOOL DISTRICT
8169 W. VICTORY ROAD
BOISE, IDAHO 83709

Attention: Facilities and Operations Administrator

20. **Covenants, Conditions and Agreements.** This Agreement shall be recorded in the records of Ada County, Idaho and the covenants, conditions and agreements contained herein shall constitute covenants to run with, and running with, all of the lands identified in **Exhibit A** of this Agreement attached hereto, and shall be binding on each of the parties hereto and on all parties and all persons claiming under them or either of them, and the advantages hereof shall inure to the

benefit of each of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, NMID has hereunto caused its corporate name to be subscribed by its officers first hereunto duly authorized by resolution of its Board of Directors and BSD has caused its name to be subscribed, all as of the day and year herein first above written.

NAMPA & MERIDIAN IRRIGATION DISTRICT

By Will Patterson
Its President

ATTEST:

[Signature]
Its Secretary

BOISE SCHOOL DISTRICT,

By Lisa Roberts
Its Deputy Superintendent

ATTEST:

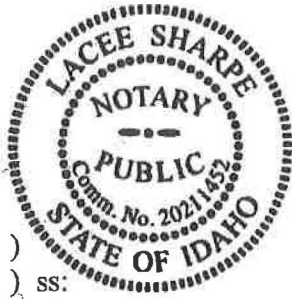
[Signature]
Its Facilities and Operations Administrator

STATE OF IDAHO)
) ss:
County of Canyon)

On this 6 day of July, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Will Patterson and Michael Comeskey, known to me to be the President and Secretary, respectively, of NAMPA & MERIDIAN IRRIGATION DISTRICT, the irrigation district that executed the foregoing instrument and acknowledged to me that such irrigation district 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.

Trace Sharpe



STATE OF IDAHO)

County of Ada)

) ss:

Notary Public for Idaho

Residing at Nampa, Idaho

My Commission Expires: April 9, 2027

On this 9th day of June, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Lisa Roberts and Tom Willis, known to me to be the Deputy Superintendent of Schools and Facilities and Operations Administrator, respectively, of BOISE SCHOOL DISTRICT, the entity that executed the foregoing instrument, and acknowledged to me that said entity 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.



Shawna K. Osich

Notary Public for Idaho

Residing at Base, Idaho

My Commission

Expires June 23, 2029

Exhibit A
Annexed Lands

TRAIL WINDS ELEMENTARY LEGAL DESCRIPTION

A parcel of land lying in a portion of the NE 1/4 of the SE 1/4 of Section 31, T. 3 N., R. 3 E., B.M., Ada County, Idaho, and more particularly described as follows:

Commencing at the 1/4 corner common to the said Section 31 and Section 32;

1485000953

Thence North 89°41'23" West 568.77 feet (formerly described as North 89°42'30" West) along the Northerly boundary of the said NE 1/4 of the SE 1/4 of Section 31 to a point;

Thence South 0°17'30" West 275.22 feet to a point, also said point being the REAL POINT OF BEGINNING;

Thence South 32°57'13" East 1,025.38 feet to a point;

Thence South 57°02'47" West 676.00 feet to a point;

Thence North 32°57'13" West 769.54 feet along a line 500.00 feet Northeasterly of and parallel with an Idaho Power line easement to a point;

Thence North 16°35'10" East 187.38 feet to a point of curve;

Thence Northeasterly along a curve to the right 569.92 feet, said curve having a central angle of 52°40'05", a radius of 620.00 feet, tangents of 306.88 feet and a long chord of 550.07 feet bearing North 42°55'12" East to the point of beginning, comprising 15.00 acres (653,400 square feet), more or less.

LES BOIS JUNIOR HIGH SCHOOL LEGAL DESCRIPTION

1962001699



HUBBLE ENGINEERING, INC.

8650 Bethel Court • Boise, Idaho 83709

208/322-8882 • Fax 208/376-0328

PROJECT NO. 9406502

FEBRUARY 23, 1995
REVISED JUNE 20, 1995

**GRAND FOREST JUNIOR HIGH
(C13)**

A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF THE SW1/4 OF SECTION 32, AND THE EAST 1/2 OF THE SE1/4 OF SECTION 31, T.3N., R.3E., B.M., ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CORNER COMMON TO SAID SECTIONS 31 AND 32, AND SECTION 5, T.2N., R.3E., B.M., FROM WHICH THE SOUTH 1/4 CORNER OF SAID SECTION 31 BEARS NORTH 89°35'47" WEST, 2847.65 FEET; THENCE NORTH 0°36'18" EAST, 230.46 FEET ALONG THE WEST BOUNDARY OF SAID SECTION 32 TO A POINT; THENCE SOUTH 89°23'42" EAST, 45.17 FEET TO THE REAL POINT OF BEGINNING;

THENCE NORTH 32°57'13" WEST, 1034.44 FEET TO A POINT;

THENCE NORTH 60°02'02" EAST, 631.03 FEET TO A POINT;

THENCE NORTH 83°48'30" EAST, 204.09 FEET TO A POINT;

THENCE NORTH 81°38'01" EAST, 86.85 FEET TO A POINT;

THENCE SOUTH 72°15'20" EAST, 433.88 FEET TO A POINT;

THENCE SOUTH 77°03'00" EAST, 49.86 FEET TO A POINT;

THENCE SOUTH 14°52'46" WEST, 291.64 FEET TO A POINT;

THENCE SOUTH 7°46'20" EAST, 411.87 FEET TO A POINT;

THENCE SOUTH 00°36'18" WEST, 265.99 FEET TO A POINT;

THENCE 340.47 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 16°15'22", AND A LONG CHORD BEARING SOUTH 83°07'42" WEST, 339.33 FEET TO A POINT;

THENCE SOUTH 75°00'01" WEST, 309.51 FEET TO A POINT;

PAGE 1 OF 2

EXHIBIT A
1 OF 2

190001700

THENCE 78.55 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 12-08'50", AND A LONG CHORD BEARING SOUTH 81-04'36" WEST, 78.40 FEET TO THE POINT OF BEGINNING. CONTAINING 25.58 ACRES, MORE OR LESS.

DTP/VW/TT&DES

D. TERRY PEUGH, P.L.S.



EXHIBIT A
2 of 2

PAGE 2 OF 2

244 DE 55 29:51 ST. PLOT L&D, BOISE, ID
AUG-27-1995 08:40 HUBBLE ENGINEERING, INC.

308 378 0329 P.2/2
P.02 02



HUBBLE ENGINEERING, INC.

1902001701

8950 Bethel Court • Boise, Idaho 83708

208/322-8882 • Fax 208/378-0329

PROJECT NO. 9408802

AUGUST 24, 1995

**GRAND FOREST (C13) JUNIOR HIGH
DRAINAGE AND IRRIGATION EASEMENT**

A PARCEL OF LAND LOCATED IN THE WEST 1/2 OF THE SW 1/4 OF SECTION 32, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE CORNER COMMON TO SAID SECTIONS 31 AND 32, AND SECTION 5, T.2N., R.3E., S.1M., FROM WHICH THE SOUTH 1/4 CORNER OF SAID SECTION 31 BEARS NORTH 82°25'47" WEST, 2847.68 FEET; THENCE NORTH 0°36'18" EAST, 230.48 FEET ALONG THE WEST BOUNDARY OF SAID SECTION 32 TO A POINT; THENCE SOUTH 89°23'42" EAST, 46.17 FEET TO THE REAL POINT OF BEGINNING;

THENCE NORTH 32°57'13" WEST, 41.20 FEET TO A POINT;

THENCE 81.61 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 335.00 FEET, A CENTRAL ANGLE OF 18°42'07", A LONG CHORD OF 81.52 FEET WHICH BEARS NORTH 82°51'04" EAST TO A POINT;

THENCE NORTH 75°00'01" EAST, 309.51 FEET TO A POINT;

THENCE 350.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1236.00 FEET, A CENTRAL ANGLE OF 18°14'18", A LONG CHORD OF 348.83 FEET WHICH BEARS NORTH 83°07'09" EAST TO A POINT;

THENCE SOUTH 00°36'18" WEST, 35.00 FEET TO A POINT;

THENCE 340.47 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1200.00 FEET, A CENTRAL ANGLE OF 16°15'22", AND A LONG CHORD BEARING SOUTH 83°07'42" WEST, 339.33 FEET TO A POINT;

THENCE SOUTH 75°00'01" WEST, 309.51 FEET TO A POINT;

THENCE 78.65 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 370.00 FEET, A CENTRAL ANGLE OF 12°08'50", AND A LONG CHORD BEARING SOUTH 81°04'56" WEST, 78.40 FEET TO THE POINT OF BEGINNING.

PREPARED BY:
HUBBLE ENGINEERING, INC.

POOR COPY

EXHIBIT B



TRWVW878.DES

TODD R. WAITE, P.L.S.

TOTAL P. 02

Exhibit B
NMID Natural Flow Rights

NMID Natural flow rights:

63-198AJ
63-199B
63-200B
63-30181

Exhibit C
NMID Ridenbaugh Storage

Anderson Ranch Reservoir	14,785 acre feet
Arrowrock Reservoir	3,938 acre feet

(Note: This list does not prevent or limit the District from supplementing deliveries to District landowners with additional storage entitlements).

Exhibit D
Amended and Restated Agreement for Water Delivery with Micron

AMENDED AND RESTATED AGREEMENT FOR WATER DELIVERY

THIS AMENDED AND RESTATED AGREEMENT FOR WATER DELIVERY (this "Agreement") is entered into by and between MICRON TECHNOLOGY, INC., a Delaware corporation (the "Micron") and the BOISE INDEPENDENT SCHOOL DISTRICT NO. 1 (the "School District") on April 1, 2021 (the "Effective Date"). Micron and the School District are collectively referred to herein as the "Parties," and, individually, each as a "Party."

RECITALS

A. Micron and the School District entered into that certain BOISE RIVER WATER RENTAL AND DELIVERY AGREEMENT with an effective date of September 23, 2010 (the "Original Agreement").

B. The Original Agreement stated terms and conditions related to both Boise River water rental and the delivery of such Boise River water.

C. The Original Agreement expired on June 1, 2020, and the Parties have been operating under the terms of the Original Agreement up until the Effective Date of this Agreement.

D. The Parties desire to amend and restate the Agreement to include only terms and conditions related to delivery of Boise River water and to make this new Agreement effective as of April 1, 2021 to incorporate the current water season.

E. Micron owns and operates portions of a pump station, pipeline, and certain other appurtenances that deliver water from the Boise River to Micron's operations at 8000 S. Federal Way in Boise, Idaho through a pipeline located along Idaho State Highway 21.

F. The Highway 21 Pipeline is connected to the Columbia Village Pipeline, which is owned and operated by Columbia Developments, LLC, as depicted on the map attached as Exhibit A.

G. The School District desires to receive Boise River water for irrigation of Trail Wind Elementary School and Les Bois Junior High School grounds (the "Schools") via the pipelines and thereby reduce the School District's cost of irrigation water.

H. The School District plans to enter into an agreement with Columbia Developments, LLC to deliver Boise River water from the Highway 21 pipeline to the Schools.

I. Instead of using water owned by Micron, the School District plans to enter into an agreement with Nampa & Meridian Irrigation District ("NMID") to provide Boise River water diverted at Micron's pump station for irrigating the School District's grounds.

J. The School District and Micron agree that the School District's use of a portion of Micron's Highway 21 pipeline capacity is in the local public interest when such capacity is available.

AMENDED AND RESTATED AGREEMENT FOR WATER DELIVERY - 1

NOW THEREFORE, in consideration of the above Recitals, which are incorporated into this Agreement as if fully set forth, the mutual covenants set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. Payment of Power and Maintenance Costs. The School District agrees to pay Micron annual maintenance and power fees of \$131.06 per acre-foot of water delivered to the School District adjusted annually on the anniversary of the Effective Date based on the Consumer Price Index (CPI). "Water delivered to the School District" shall continue to be measured by a flow meter installed at the point of connection of each school from the Columbia Developments LLC water system. The School District shall install, own, and operate the flow meters.

2. Payment for Facility Use. The School District agrees to pay Micron a monthly facility charge of \$700.00 per month from April through October for water delivered to the School District. Micron may increase the monthly facility charge from time to time in the event that Micron's costs increase.

3. School District Facilities, Measurement, and Reporting. The School District shall be responsible for construction and maintenance of any facilities, equipment, or appurtenances on School District property necessary for use of the water.

a. If not already purchased and installed, then the School District shall purchase and install a totalizing water flow meter (specified by the consulting engineer) at each of the schools to measure the water delivered to the School's grounds via the pipelines. The School District shall properly calibrate and maintain the flow meters in accordance with the manufacturer's recommendations. If either Micron or the School District determines that the School District has failed to properly maintain the flow meters resulting in any inaccuracy, the amount of the inaccuracy shall be determined and the School District shall compensate Micron for payment shortages and expenditures associated with correcting the inaccuracies.

b. The School District agrees to allow Micron access to the flow meters to conduct meter reading during the term of this agreement. Micron will notify the School District prior to accessing the school facilities for any purpose other than flow meter reading. As a contingency and upon notification from Micron, the School District agrees to record the weekly flow meter readings and, within 24 hours of the obtaining the reading, provide the measurement data (gallons or acre-feet, date and time of measurement) to Micron by email.

4. Terms of Billing and Payment. Micron shall submit invoices to the School District for facility charges, maintenance, and power costs on a regular basis, but no more frequently than monthly. The School District agrees to pay each invoice promptly within 30 days of receipt. Past due invoice shall accrue interest of 1.5% until paid.

AMENDED AND RESTATED AGREEMENT FOR WATER DELIVERY - 2

5. Term. This Agreement shall become effective on the Effective Date and shall terminate five (5) years after the Effective Date of this Agreement and shall be automatically renewed thereafter for successive one (1) year terms unless terminated with 90 days' notice by written agreement signed by all of the parties.

6. Termination. This Agreement may be terminated by either party with 90 days' prior written notice, with or without cause. Notwithstanding the foregoing, if the School District or Micron fails to comply with any terms of this agreement, either party may terminate this Agreement upon first providing 30 days' prior notice to the other party.

7. Indemnification. To the fullest extent permitted by law, each party that is negligent or engages in willful misconduct and as a result thereof causes damages, losses, liabilities, liens, fines, penalties, or any other claims (collectively, "Claims") against the other parties or another party shall indemnify, defend, and hold harmless such other parties or party from and against any and all such Claims.

8. Authorization. Each individual executing this Agreement does thereby represent and warrant to each other person so signing (and each other entity for which another person may be signing) that he/she has been duly authorized to execute and deliver this Agreement.

9. Governing Law; Choice of Venue. This Agreement shall be governed by and construed under the laws of the State of Idaho, and all parties hereby consent to the personal jurisdiction of the state courts of the State of Idaho for any dispute involving this Agreement, and the venue for any action arising out of this Agreement shall be the 4th District Court of the State of Idaho.

10. Construction and Interpretation of Terms. Generally, unless particular terms of this Agreement state otherwise, or unless the context indicates otherwise, words and phrases used in this Agreement will be interpreted and construed as follows:

- a. Words in the present tense include the future and vice-versa. Words and phrases used as nouns include the singular and plural forms.
- b. "Shall," "will," and "must," signify mandatory obligations. "May" signifies a discretionary or permissive act.
- c. The phrase "without limitation" will be deemed to follow the words "include," "includes," and "including" when referring to a list, class, or group of persons, entities, things, conditions, acts, omissions, events, rights, remedies, or liabilities.
- d. The phrase "to the knowledge of" or any variation of that phrase will refer to matters within the actual knowledge of a Party after reasonable investigation.
- e. The phrase "in the discretion of" or any variation of that phrase will mean in the sole, absolute, and unreviewable discretion of the Party in question.

AMENDED AND RESTATED AGREEMENT FOR WATER DELIVERY - 3

f. The captions and headings of the articles, sections and subsections of this Agreement are for convenience and reference only and shall not be deemed to define or limit the provisions thereof.

11. Entire Agreement; Exhibits. This Agreement, together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire agreement between the Parties with respect to this Agreement and no Party shall be bound by any verbal statement or agreement made heretofore.

12. Modification of Agreement. No modification of or amendment to this Agreement shall be effective unless in writing signed by all parties and stating the parties' intent by such instrument to amend this Agreement. This Agreement shall not be supplemented or modified by any course of dealing or other trade usage.

13. Assignment. The School District shall not assign, delegate, subcontract, or sublet this Agreement or any part thereof, or rights or obligations hereunder (collectively, "Assignment"), without the express prior written consent of Micron, and any assignment, delegation, sublet, or subcontract without such consent shall be a breach of this Agreement by the School District. Micron may assign this agreement to any party without consent of the School District.

14. Waiver. The waiver by any party of a breach of any of the provisions of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach, whether of the same or another provision hereof. Any waiver shall be in writing and signed by the waiving party.

15. Remedies Nonexclusive/Cumulative. Subject to paragraphs 25 and 26 below, the parties shall have all rights and remedies provided under Idaho law for a breach or threatened breach of this Agreement, these rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall be cumulative and shall not preclude the exercise of any other rights and remedies.

16. Notices. Any required notices under this Agreement shall be given in writing and shall be given by personal delivery, email, facsimile transmission, receipted delivery services, or by registered or certified mail, first class postage prepaid, return receipt requested, and shall be delivered or addressed as follows:

If sent to Micron:	Micron Technology, Inc. Attn: Director of Facilities 8000 S. Federal Way Boise, ID 83707 Fax: (208) 368-5555
--------------------	--

With a copy to:	Micron Technology, Inc. Attn: General Counsel 8000 S. Federal Way Boise, ID 83707
-----------------	--

AMENDED AND RESTATED AGREEMENT FOR WATER DELIVERY - 4

Fax: (208) 368-4540
Email: corporatenotices@micron.com

If sent to the School District: Boise Independent School District No. 1
Attn: Tom Willis, Facilities and Operations Admin.
8169 W Victory Rd, Boise, ID 83709
tom.willis@boiseschools.org

17. Necessary Acts and Cooperation. The parties hereby agree to do any act or thing and to execute any and all instruments required by this Agreement and which are necessary and proper to make effective the provisions of this Agreement.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall be deemed to be an original. Such counterparts shall together constitute and be one and the same instrument.

19. Attorney Fees. In any action or proceeding brought by any party herein against the other in any way arising out of this Agreement, the prevailing party shall be entitled to its reasonable costs and expenses of such action, including attorney fees, from the other party.

20. Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination and shall not invalidate or otherwise make ineffective any other provision of this Agreement.

21. Interpretation. The parties hereto acknowledge that this Agreement has been prepared after extensive discussions between the parties and the opportunity for each party to review the Agreement with and obtain advice from their respective legal counsel. In construing this Agreement, the fact that one party or the other may have drafted its various provisions shall not affect the interpretation of such provisions.

22. Relationship of Parties. Nothing set forth herein shall be deemed to create the relationship of partners, principal and agent, master and servant, employer and employee, or joint ventures between the parties hereto. None of the parties shall have the authority to bind another party with such party's prior written consent. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against a party or the parties to this Agreement.

23. Conflict of Documents. Upon a conflict between the terms and conditions of this Agreement and the documents or instruments incorporated herein by reference, the terms and conditions of this Agreement shall prevail.

24. Survival. Any obligations and duties, which by their nature extend beyond the expiration or earlier termination of this Agreement shall survive any such expiration or termination and remain in effect.

AMENDED AND RESTATED AGREEMENT FOR WATER DELIVERY - 5

25. Damage Waiver; Limitation of Liability. IN NO EVENT SHALL THE PARTIES BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR ECONOMIC DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY BREACH HEREOF. THIS LIMITATION WILL APPLY FOR ALL CLAIMS, DEMANDS, OR ACTIONS ARISING UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, STATUTORY, CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, AND STRICT LIABILITY, EVEN IF THE PARTIES (OR A PARTY) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

26. Waiver of Warranties. EXCEPT AS OTHERWISE SPECIFICALLY SET FORTH IN THIS AGREEMENT, MICRON MAKES NO WARRANTIES WITH RESPECT TO ITS MANAGEMENT OF THE FACILITIES OR ANY PORTION THEREOF, OR THE WATER PROVIDED THROUGH SUCH FACILITIES. MICRON SPECIFICALLY DISCLAIMS ALL OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, SPECIFICALLY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MICRON TECHNOLOGY, INC.
a Delaware corporation

By: R. Suresh
Name: Suresh Ramarajan
Title: Vice President, R&D Operations and Equipment

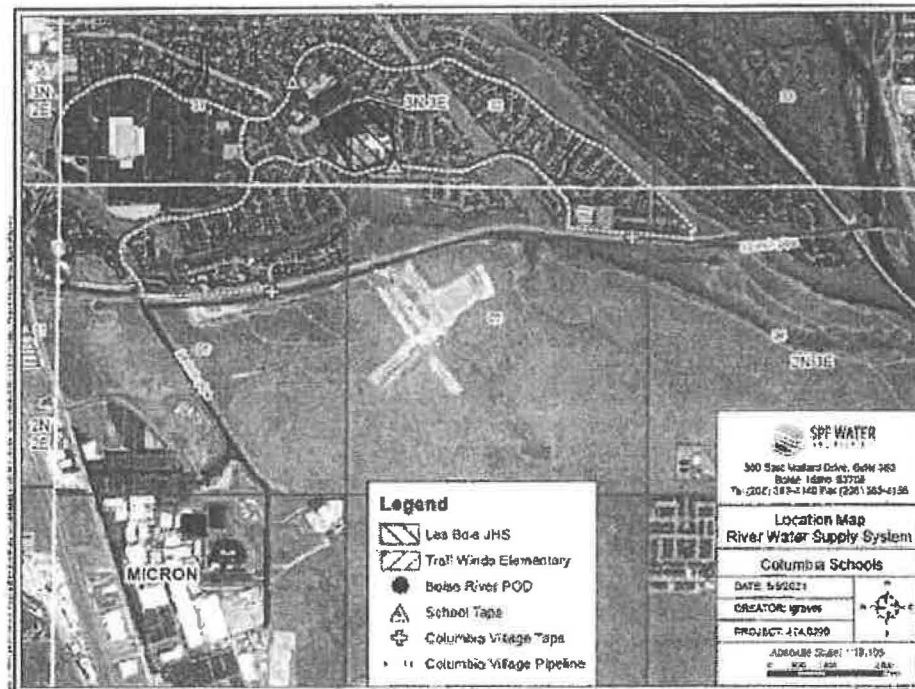
BOISE INDEPENDENT SCHOOL DISTRICT NO. 1

By: Tom A. Willis
Name: Tom Willis
Title: Facilities and Operations Administrator

AMENDED AND RESTATED AGREEMENT FOR WATER DELIVERY - 6

Exhibit A

Highway 21 Pipeline Map



AMENDED AND RESTATED AGREEMENT FOR WATER DELIVERY - 7



February 12, 2024

NAMPA & MERIDIAN IRRIGATION DISTRICT
C/O S. BRYCE FARRIS
SAWTOOTH LAW OFFICES PLLC
PO BOX 7985
BOISE ID 83707-1985

Re: Transfer No: 88506
Water Right No(s): 63-198AJ, 63-199B, 63-200B, 63-30181

Transfer Approval Notice

Dear Water Right Holder(s):

The Department of Water Resources has issued the enclosed approved Transfer of Water Right(s). Please be sure to thoroughly review the conditions of approval and remarks listed on the approval document.

The Transfer of Water Right(s) is a PRELIMINARY ORDER issued by the Department pursuant to section 67-5243, Idaho Code. It can and will become a final order without further action by the Department unless the APPLICANT petitions for reconsideration or files an exception and/or brief within fourteen (14) days of the service date as described in the enclosed information sheet.

ANY PERSON aggrieved by any decision, determination, order or action of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Department and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

If the transfer approval includes a condition requiring measuring and recording devices, such devices shall comply with specifications established by the Department. Detailed specifications are available on the Department's home page on the Internet, or you can request a copy by contacting any office of the Department. Please be sure to thoroughly review the specifications to avoid unnecessary costs for reinstallation or modification due to non-conforming or improperly installed devices.

Please note that water right owners are required to report any change of water right ownership and/or mailing address to the Department within 120 days of the change. Failure to report these changes could result in a \$100 late filing fee. Contact any office of the Department or visit the Department's homepage on the Internet to obtain the proper forms and instructions.

If you have any questions, please contact me at (208) 334-2190.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lynne Evans' in a cursive style.

Lynne Evans
Administrative Assistant I

Enclosure(s)

CERTIFICATE OF SERVICE

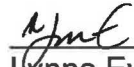
I hereby certify that on February 12, 2024 I mailed a true and correct copy, postage prepaid, of the foregoing PRELIMINARY ORDER (Approved Transfer) to the person(s) listed below:

Re: Transfer No.: 88506

Water Right No(s): 63-198AJ, 63-199B, 63-200B, 63-30181

NAMPA & MERIDIAN IRRIGATION DISTRICT
C/O S. BRYCE FARRIS
SAWTOOTH LAW OFFICES PLLC
PO BOX 7985
BOISE ID 83707-1985

ATTN: LORI GRAVES
HDR INC
412 E PARKCENTER BLVD STE 100
BOISE ID 83706-6659



Lynne Evans
Administrative Assistant I

EXPLANATORY INFORMATION TO ACCOMPANY A PRELIMINARY ORDER

(To be used in connection with actions when a hearing was **not** held)

(Required by Rule of Procedure 730.02)

The accompanying order or approved document is a "**Preliminary Order**" issued by the department pursuant to section 67-5243, Idaho Code. **It can and will become a final order without further action of the Department of Water Resources ("department") unless a party petitions for reconsideration, files an exception and brief, or requests a hearing as further described below:**

PETITION FOR RECONSIDERATION

Any party may file a petition for reconsideration of a preliminary order with the department within fourteen (14) days of the service date of this order. **Note: the petition must be received by the department within this fourteen (14) day period.** The department will act on a petition for reconsideration within twenty-one (21) days of its receipt, or the petition will be considered denied by operation of law. See Section 67-5243(3) Idaho Code.

EXCEPTIONS AND BRIEFS

Within fourteen (14) days after: (a) the service date of a preliminary order, (b) the service date of a denial of a petition for reconsideration from this preliminary order, or (c) the failure within twenty-one (21) days to grant or deny a petition for reconsideration from this preliminary order, any party may in writing support or take exceptions to any part of a preliminary order and may file briefs in support of the party's position on any issue in the proceeding with the Director. Otherwise, this preliminary order will become a final order of the agency.

REQUEST FOR HEARING

Unless a right to a hearing before the Department or the Water Resource Board is otherwise provided by statute, any person aggrieved by any final decision, determination, order or action of the Director of the Department and who has not previously been afforded an opportunity for a hearing on the matter may request a hearing pursuant to section 42-1701A(3), Idaho Code. A written petition contesting the action of the Director and requesting a hearing shall be filed within fifteen (15) days after receipt of the denial or conditional approval.

ORAL ARGUMENT

If the Director grants a petition to review the preliminary order, the Director shall allow all parties an opportunity to file briefs in support of or taking exceptions to the preliminary order and may schedule oral argument in the matter before issuing a final order. If oral arguments are to be heard, the Director will within a reasonable time period notify each party of the place, date and hour for the argument of the case. Unless the Director orders otherwise, all oral arguments will be heard in Boise, Idaho.

CERTIFICATE OF SERVICE

All exceptions, briefs, requests for oral argument and any other matters filed with the Director in connection with the preliminary order shall be served on all other parties to the proceedings in accordance with IDAPA Rules 37.01.01302 and 37.01.01303 (Rules of Procedure 302 and 303).

FINAL ORDER

The Director will issue a final order within fifty-six (56) days of receipt of the written briefs, oral argument or response to briefs, whichever is later, unless waived by the parties or for good cause shown. The Director may remand the matter for further evidentiary hearings if further factual development of the record is necessary before issuing a final order. The department will serve a copy of the final order on all parties of record.

Section 67-5246(5), Idaho Code, provides as follows:

Unless a different date is stated in a final order, the order is effective fourteen (14) days after its service date if a party has not filed a petition for reconsideration. If a party has filed a petition for reconsideration with the agency head, the final order becomes effective when:

- (a) The petition for reconsideration is disposed of; or
- (b) The petition is deemed denied because the agency head did not dispose of the petition within twenty-one (21) days.

APPEAL OF FINAL ORDER TO DISTRICT COURT

Pursuant to sections 67-5270 and 67-5272, Idaho Code, if this preliminary order becomes final, any party aggrieved by the final order or orders previously issued in this case may appeal the final order and all previously issued orders in this case to district court by filing a petition in the district court of the county in which:

- i. A hearing was held,
- ii. The final agency action was taken,
- iii. The party seeking review of the order resides, or
- iv. The real property or personal property that was the subject of the agency action is located.

The appeal must be filed within twenty-eight (28) days of this preliminary order becoming final. See section 67-5273, Idaho Code. The filing of an appeal to district court does not itself stay the effectiveness or enforcement of the order under appeal.

Adamson, Jared

From: BVID C <bvidc1@gmail.com>
Sent: Tuesday, December 5, 2023 2:17 PM
To: Adamson, Jared
Subject: Re: NMID Transfer Application

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Jared,

Our area of delivery is actually Northwest Boise and not in this area. However, that being said, we do have water shares that are taken out of the river in this area for use in Columbia Village, but it is not our facilities that deliver the water. I am not positive if they use the water just for pressurized irrigation for the subdivision or if it is also for the athletic complex. All I know is our shareholder is Simplot. So unless Simplot is for some reason letting the schools in this area use part of their irrigation water shares, I would have to say that we are not supplying water to these schools. The school district is not one of our shareholders for these schools.

Thank You,
Megan Aubrey
Office Manager
Boise Valley Irrigation Ditch Co.
8850 Horseshoe Bend Rd.
Boise, ID 83714
(208) 853-5288
bvidc1@gmail.com

From: Adamson, Jared <Jared.Adamson@idwr.idaho.gov>
Sent: Tuesday, December 5, 2023 10:46 AM
To: bvidc1@gmail.com <bvidc1@gmail.com>
Subject: NMID Transfer Application

To Whom It May Concern:

I am currently processing a transfer application submitted by the Nampa & Meridian Irrigation District (NMID) that will accomplish the annexation of two Boise Independent School District sites located inside Columbia Village. The proposed transfer will allow for NMID to supply water to these school sites for irrigation purposes from the Surprise Valley Pump Station and diversion. These school sites are within the service boundary of Boise Valley Irrigation Ditch Co. (BVIDC). As part of my review for processing the application can you please answer the following questions:

1. Are these school sites currently supplied irrigation water by BVIDC?
2. Or, have these school sites ever been supplied irrigation water by BVIDC?

Thank you for your time. Please feel free to give me a call if you have any questions.

Respectfully,



Jared Adamson | Water Resource Agent, Sr.

Idaho Department of Water Resources

2735 W Airport Way, Boise ID 83705 | jared.adamson@idwr.idaho.gov | (208) 605-4627

MEMORANDUM

Date: September 21, 2023
To: Transfer 88506
From: Jared Adamson
Re: Review & Evaluation of Sufficiency of Information

Review & Evaluation of Sufficiency of Information
12/28/2023

This transfer will change the place of use for the Nampa & Meridian Irrigation District (NMID) and increase the diversion rate authorized at the Surprise Valley diversion from 26.0 CFS to 26.56 CFS. The place of use change will add approximately 40 acres in the SE, Sec. 31, and SW, Sec. 32, T03N, R03E. NMID annexed the Les Boise Junior High School and Trail Wind Elementary School sites in the Columbia Village complex. Water is available for this annexation because of exclusions exceeding 40 acres pursuant to Idaho Statute §43-11.

This transfer also updates the conditions on water rights 63-198AJ, 63-199B, 63-200B, and 63-30181 to change nomenclature in the water right conditions to reflect the updated nomenclature as stated on the Annexation Agreement. Upon approval of this transfer the Surprise Valley diversion will be recognized in the water right conditions as two diversions, BSD diversion and Simplot/Micron diversion, at one Surprise Valley Pump Station. The Simplot/Micron diversion is for those rights that supply Simplot and Micron for irrigation, industrial, and ground water recharge uses. The BSD diversion is for the additional 0.56 CFS that will be pumped from the Surprise Valley Pump Station for the irrigation of the school sites in Columbia Village.

This is the first of three transfers to be submitted by NMID. The transfers will need to be processed in sequence beginning with this transfer.

Authority to File:

NMID is the applicant and owns the water rights according to IDWR water right data. The annexed land is owned by the Boise Independent School District (BSD) according to Ada County parcel data (updated 4/26/2023). BSD is named as one of the parties listed in the Annexation Agreement (Attachment 10).

Water Right Validity:

Water Rights 63-198AJ, 63-199B, 63-200B, and 63-30181 were decreed on 03/30/2011.

Injury to Other Water Rights:

No issues identified.

Enlargement of Use:

According to Idaho Statute §43-11 water is available for the irrigation of the annexed land as a result of exclusions within NMID that exceed 40 acres.

Local Public interest:

No issues identified.

Beneficial Use/Conservation of Water Resources:

No issues identified.

Effect on Economy the Local Area:
No issues identified.

Effect on Agricultural Base of the Local Area:
No issues identified.

Review of the application finds there is no clear inconsistency with criteria set forth in Section 42-222
Idaho Code preventing processing of this application.

MEMORANDUM

Date: September 21, 2023
To: Transfer 88506
From: Jared Adamson
Re: Legal Notice Not Required

Legal Notice Not Required
9/21/2023

Pursuant to Section 42-222, Idaho Code, the Department has discretion to provide public notice as deemed appropriate. The water right changes proposed through this transfer application do not appear to change the effect on the original or hydraulically connected water source or affect other water rights. Therefore, staff review of the transfer application found no cause to require public notice. This application will continue processing without advertisement and be forwarded for approval consideration.



RECEIVED
JUL 17 2023
DEPARTMENT OF
WATER RESOURCES

RECEIVED
JUL 18 2023
WATER RESOURCES
WESTERN REGION

July 17, 2023

Scott Storms
IDWR Western Region Office
2735 Airport Way
Boise, ID 83705

Subject: Application for Transfer - NMID

Dear Scott,

Enclosed on behalf Nampa and Meridian Irrigation District (NMID) is an *Application for Transfer* proposing diversion of an additional 0.56 cfs of their authorized flow rate from the Surprise Valley pump station to serve two recently annexed school sites in Columbia Village.

The \$500 filing fee is being provided by credit card upon submittal and was calculated based on Section IV, Part D of Transfer Processing Memo No. 23 as follows:

NMID combined water right irrigation flow rate: 532.14 cfs and 69,495 acres

Additional area to include: 40 acres

Fee amount: $40 \text{ acres} / 69,495 \text{ acres} \times 532.14 \text{ cfs} = 0.31 \text{ cfs} = \500

Similarly, the annexation agreement contemplates a maximum diversion rate of 0.56 cfs from the new point of diversion (Section IV, Part E Memo No. 23). The fee for a 0.56 cfs diversion rate is also \$500.

Thank you for your consideration and assistance in this matter. Please call me if you have any questions.

Sincerely,

HDR Engineering, Inc.

Lori Graves

Lori Graves
Sr. Water Rights Specialist

Cc via email: Bryce Farris, Tom Willis

Enclosers: application

Project: 10371485

hdrinc.com

HDR | SPF, 412 E Parkcenter Blvd, Suite 100, Boise, ID 83706
(208) 387-7000