

Brian Water Corp
5120 Overland Rd
Ste C #228
Boise, ID 83704
869-9199

RECEIVED
2013 FEB -7 AM 9:53
IDAHO PUBLIC
UTILITIES COMMISSION

BRN-W-12-02

February 6, 2013

Idaho Public Utilities Commission

RE: Transfer of ownership

Sirs:

Due to the EPA/DEQ regulations and the associated costs for compliance the Brian Water Corp. (BWC) is being dissolved and ownership of the water system has been transferred to the Brian Sub. Waterusers Association. You can cancel the CPCN issued to the Brian Water Corp. Per agreement, the surcharge collected will be refunded to the Association.

Effective date is 2/04/2013. I will continue in a management capacity until March 1.

This situation is utter nonsense. The water here is good for anything and anyone past six months old. There is no evidence, i.e. studies, reported cases, showing that these levels of Nitrates are harmful to infants up to six months even. The North Carolina Extension Office, in a report, stated that 40 mg/L is where harmful effects start to appear. All a parent needs to do here is use bottled water for the first six months. There are higher levels of Nitrates in carrots, beets.

The Crow Inn is another example. His Nitrate levels jumped above the EPA MCL of 10 mg/L and the DEQ got on him like ugly on an ape. He spent a lot of money on the required engineers fees and the Nitrate levels dropped on their own. Does anyone really believe that infants under six months are at the Crow Inn drinking water? If anything, the DEQ could have made them post a sign..."Must be six months old to be served water. I.D.'s required".

Sincerely,



Tony Bowar
former owner of BWC

QUITCLAIM DEED

FOR VALUE RECEIVED, 100 [Grantor] _____ does hereby convey, release, remise and forever

quit claim unto Brian water users sub [Grantee] Assoc whose current address is: 5885 Eastwood Pl
Boise ID 83716

[Grantees Address]

the following described premises: Pump House, 2 wells, distribution system for Brian Sub. water service plus water rights

[Legal Description] BLK 2 Lot 13 Brian Subdivision
Parcel # 9040050436

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Date: 2/4/2013

By: [Signature]

[Grantor's Name]

State of Idaho)
) S.S.
County of Ada)

On this 4th day of January, in the year 2013, before me
Josh Moffis, personally appeared Tony Brown, proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is(are) subscribed to the within
instrument, and acknowledged that he(he)(they) executed the same.

[Signature]
Notary Public
My Commission Expires on 6-22-2013

JOSH MOFFIS
Notary Public
State of Idaho

WATER SYSTEM TRANSFER AGREEMENT

THIS AGREEMENT made this *4th* day of *FEBRUARY*, 2013, between Brian Water Corporation, an Idaho corporation, hereinafter referred to as "Brian Water", whose address for notice is 5120 Overland Road, Suite C #228, Boise, Idaho 83705, and Brian Subdivision Water Users Association, Inc., an Idaho non-profit corporation, hereinafter referred to as the "Association", whose address for notice is 5885 Eastwood Place, Boise, Idaho 83716.

WHEREAS, Brian Water is the owner and operator of a private water system and related real property (the "Real Property") located in Ada County, Idaho, which was initially established to serve the Brian Subdivision development; and

WHEREAS, the aforementioned water system is in need of repairs and contamination remediation which require significant funds; and

WHEREAS, funds are generally made available through grants and governmental subsidies to aid the maintenance and remediation of cooperatively or member owned water systems; and

WHEREAS, the Association is a not for profit corporation owned and operated by the consumers who receive water from the system heretofore operated by Brian Water; and

WHEREAS, Brian Water desires to transfer the water system, together with all of its necessary components and rights as more particularly described below, to the Association and the Association desires to take delivery of and acquire said water system, as defined below, and to own, operate and maintain said system from and after the effective date of this transfer.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

1. Transfer. Brian Water agrees to transfer to the Association all its rights, title and interest in and to the community water system originally constructed to serve the development commonly known as Brian Subdivision in Ada County, Idaho, as the same has been expanded, including any water rights, franchise rights, operating permits or registrations held by Brian Water together with all necessary easements, rights, equipment, documentation and installations appurtenant thereto, including but not by way of limitation, the water mains, the valves, the hydrants, the water storage facilities, the water meters, the service lines between the mains and the water meters and operation and maintenance manuals and all Real Property, all of which are collectively referred to herein as the "System". The System shall be transferred upon signing this agreement and the Real Property which makes up a part thereof, by quit-claim deed.

2. Consideration for Transfer. The Association shall pay over and remit to Brian Water such sums as necessary to reimburse Brian Water for all costs incurred in consummating and concluding the transfer contemplated by this agreement, together with the sum of \$ *1.00*, payable as follows: *CASH*, in addition to the revenues identified in 7.1 below.

Further, the Association hereby assumes any and all outstanding obligations to remediate any current defects or contaminations found upon any prior or future inspections of the System.

(a) it shall provide its customer list, including names and addresses, to the Association on the date of closing and transfer of title, and that such customer list shall be true and accurate;

(b) Brian Water has not and will not accept any prepayment of water bills for services to be provided following the closing and transfer of title;

(c) Brian Water is a corporation in good standing with the Secretary of State of the State of Idaho;

(d) Brian Water has paid all outstanding franchise, income and business and occupation taxes as of the date of closing and transfer of title;

(e) Brian Water has given UCC bulk sales notices to all of its known creditors, if any;

(f) Brian Water is not subject to sales tax in the State of Idaho;

(g) Brian Water is duly authorized to operate its water system by the Idaho Department of Environmental Quality and the Idaho Public Utilities Commission;

(h) the water rate charges by Brian Water have been duly approved by the Idaho Public Utilities Commission;

(i) Brian Water has not charged any customer a rate in excess of the rate approved by the Idaho Public Utilities Commission;

(j) there are no unresolved disputes with any customers over the amount of any water bill, the quality of service, the rate charged or any other matter;

(k) all properties serviced by Brian Water have water meters installed and that, to the best of Brian Water's knowledge, all such meters are in good working order; and

(l) Brian Water has the requisite, power and authority to transfer the System as herein contemplated.

11. Representations by the Association. The Association hereby represents and warrants the following, which representations shall survive the closing:

(a) the Association is fully authorized to purchase the System from Brian Water pursuant to the terms of this Agreement;

(b) the Association's board of directors has approved the purchase of the System herein contemplated in accordance with the requirements of its bylaws or other governing documents;

(c) there is no litigation pending or threatened which would prevent the sale contemplated by this Agreement;

(d) the Association expressly acknowledges that the System is subject to all the rules and regulations of the Idaho Public Utilities Commission;

(e) the Association expressly acknowledges the regulatory authority of the Idaho Department of Environmental Quality over water quality and testing of the System; and

(f) the Association acknowledges that after the transfer of title to the System, the System must be operated by a qualified operator of a pressurized potable water system and all such expense and cost related to the retention, training or hiring such operator shall be the sole responsibility of the Association.

12. No Representations. Brian Water hereby makes no representation or warranty with respect to the following matters:

(a) the state of any equipment, component or water lines, except that all equipment shall be in good working order on the date of the transfer of title;

01/13 N Meter O Meter Gallons Credits P Due Late Fee Current Total Due w/surcharge

5885	173770	170650	3120	32.50	32.50	0.00	17.50	17.50	32.50
5867	69680	66770	2910	32.50	32.50	0.00	17.50	17.50	32.50
5841	333670	328270	5400	32.50	32.50	0.00	19.61	19.61	34.61
5835	2784240	2780290	3950	50.00	189.21	1.89	17.50	158.60	173.60
5829	1185850	1182270	3580	32.50	32.50	0.00	17.50	17.50	32.50
5823	1263145	1262200	945	32.50	32.50	0.00	17.50	17.50	32.50
5817	6743290	6739400	3890	32.00	31.56	0.00	17.50	17.06	32.06
5911	182720	180500	2220	0.00	25.86	0.26	17.50	43.62	58.62
5953	7311095	7305300	5795	34.92	34.92	0.00	20.21	20.21	35.21
5957	1749710	1746400	3310	32.50	32.50	0.00	17.50	17.50	32.50
5995	3165100	3162000	3100	32.50	32.50	0.00	17.50	17.50	32.50
6007	1526120	1518000	8120	0.00	189.23	1.89	23.72	214.84	229.84
6073	2761830	2760100	1730	69.38	32.80	0.00	17.50	-19.08	-4.08
6099	4153985	4151330	2655	32.50	32.50	0.00	17.50	17.50	32.50
6198	668560	665820	2740	32.50	32.50	0.00	17.50	17.50	32.50
6191	6334200	6328000	6200	34.62	34.62	0.00	20.82	20.82	35.82
7010	2062920	2061950	970	0.00	65.33	0.65	17.50	83.48	98.48
7000	4978410	4971960	6450	0.00	110.12	1.10	21.20	132.42	147.42
6123	186410	179790	6620	34.53	34.53	0.00	21.46	21.46	36.46
6107	3825700	3821100	4600	33.00	31.56	0.00	18.41	16.97	31.97
6080	654930	645700	9230	37.92	37.92	0.00	25.40	25.40	40.40
6075	655870	654420	1450	32.50	32.50	0.00	17.50	17.50	32.50
6057	852160	849280	2880	32.50	32.50	0.00	17.50	17.50	32.50
6060	533820	529500	4320	0.00	103.96	1.04	17.98	122.98	137.98
6043	3663900	3662100	1800	0.00	-65.84	0.00	17.50	-48.34	-33.34
6044	1421240	1420780	460	32.50	32.50	0.00	17.50	17.50	32.50
6020	3615180	3608710	6470	226.18	226.18	0.00	21.23	21.23	36.23
6019	1518080	1515260	2820	32.50	32.50	0.00	17.50	17.50	32.50
6011	220520	213280	7240	37.18	37.18	0.00	22.39	22.39	37.39
6005	1717500	1713700	3800	0.00	32.50	0.33	17.50	50.33	65.33
6010	6220700	6212800	7900	38.24	38.24	0.00	23.39	23.39	38.39
5949	591710	585610	6100	34.00	34.00	0.00	20.67	20.67	35.67
5935	5249190	5248230	960	0.00	77.31		17.50	94.81	109.81
5940	5492040	5482700	9340	40.35	40.35	0.00	25.56	25.56	40.56
5930	3417350	3415520	1830	32.50	32.49	0.00	17.50	17.49	32.49
5902	3567310	3565770	1540	32.50	32.50	0.00	17.50	17.50	32.50
5925	227550	224450	3100	32.50	32.50	0.00	17.50	17.50	32.50
5901	2354560	2350820	3740	32.50	32.50	0.00	17.50	17.50	32.50
5888	145150	141990	3160	32.50	32.50	0.00	17.50	17.50	32.50
5887	2964230	2961810	2420	32.50	32.50	0.00	17.50	17.50	32.50
5855	1644340	1641920	2420	0.00	-26.40	0.00	17.50	-8.90	6.10
5856	3560320	3559570	750	32.50	32.50	0.00	17.50	17.50	32.50
5832	5684600	5674100	10500	0.00	39.69	0.40	27.32	67.40	82.40
5831	5500340	5496600	3740	0.00	65.26	0.00	17.50	82.76	97.76
6959	93970	90460	3510	0.00	118.23	1.18	17.50	136.91	151.91
6907	1158450	1157130	1320	32.50	32.50	0.00	17.50	17.50	32.50
			0	0.00					
6123	214170	214170	0	0.00					

Totals	Gallons	P Due	T Late Fee	Current	Total	Total Due
	181105	1384.82	2220.81	8.74	871.87	1716.60
						2406.60

surcharge

Juengling	17.5	15
Hollis	17.5	15
Cook	17.5	15
Slaughter	50	
Girard	17.5	15
Tyler	17.5	15
Doyle	17	15
Jones		
Dayley	19.92	15
Severson	17.5	15
Kohtz	17.5	15
Wilkinson		
Forsmann	54.38	15
Adams	17.5	15
Naveau	17.5	15
Andersen	19.62	15
Williams		
Haney		
Hamilton	19.53	15
Campbell	18	15
Bashaw	22.92	15
Gray	17.5	15
England	17.5	15
Keefe		
holland		
Quintana	17.5	15
Nesbit	196.18	30
Andrus	17.5	15
Bellomy	22.18	15
Mullins		
Estep	23.24	15
Jensen	19	15
Celeya		
Ritchie	25.35	15
Paine	17.5	15
J Miller	17.5	15
Gregory	17.5	15
Peterson	17.5	15
Carmean	17.5	15
Poulsen	17.5	15
George		
Orrock	17.5	15
Marlow		
Hockett		
Roderick		
Kober	17.5	15

Total 510
PK
ck 211
2/1/13

Balance due on 2/28/13