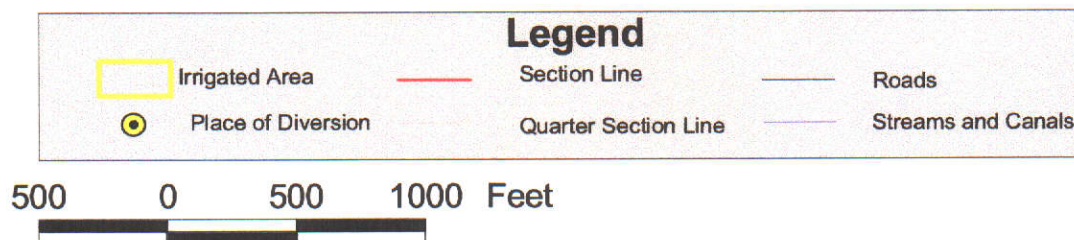
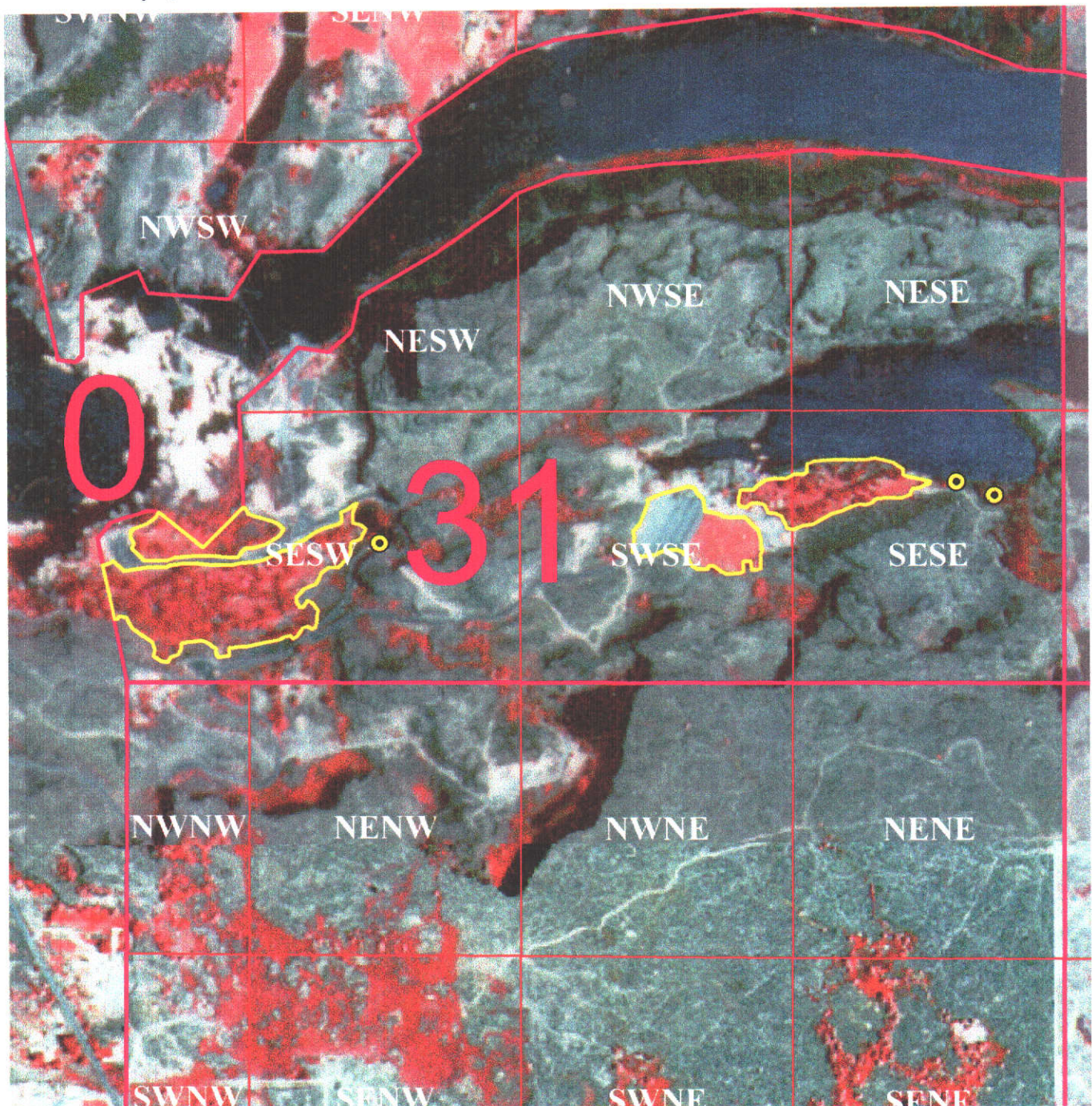


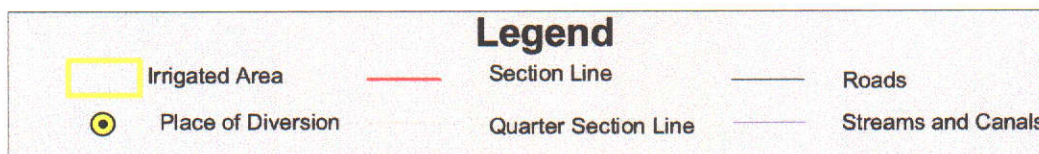
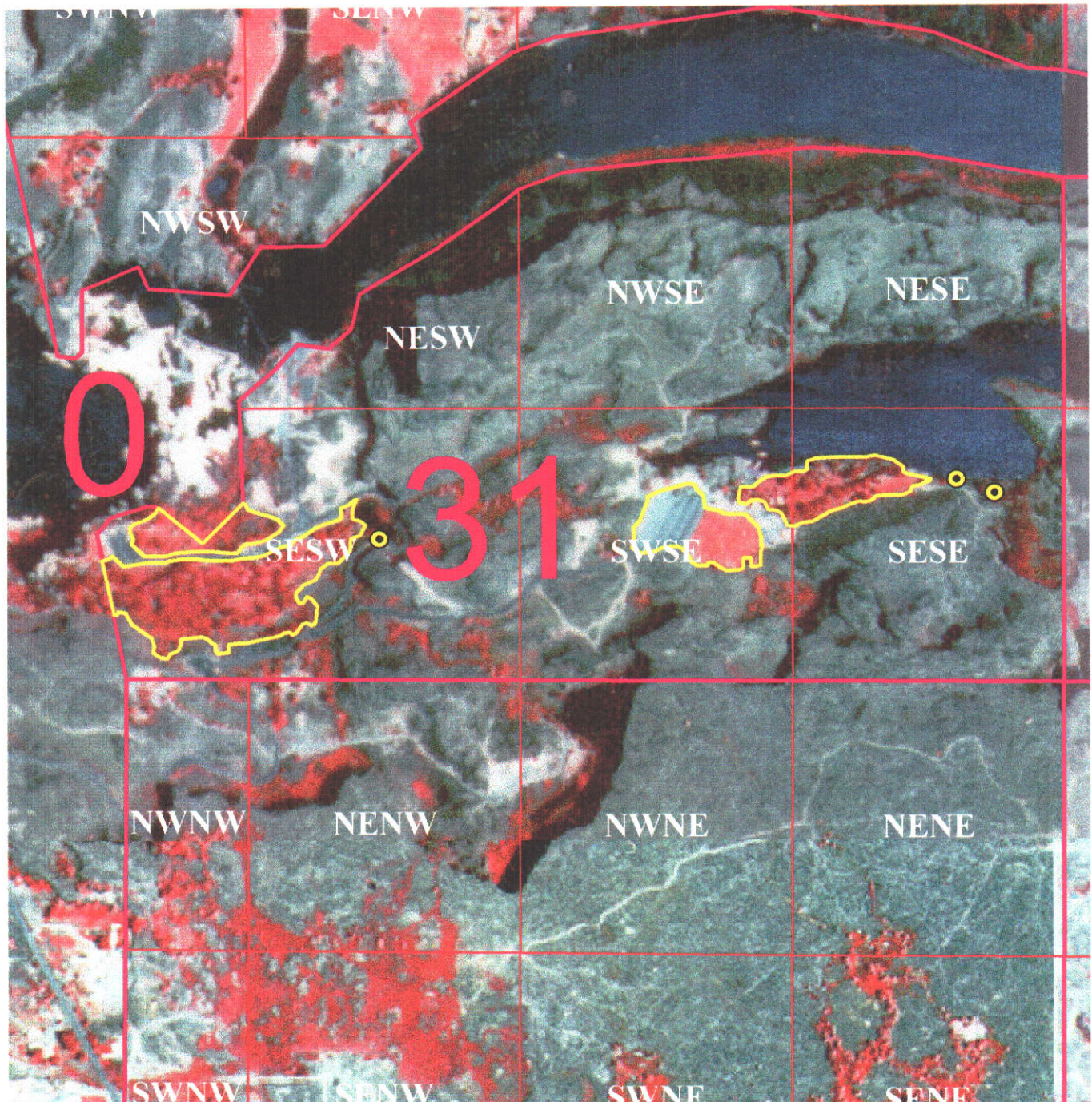
Water Right Claim Number A47-11818
Township , 9S18E

11/03/2000



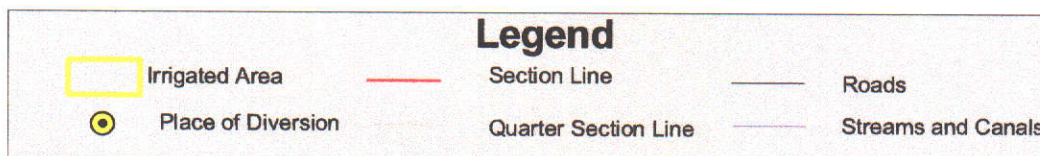
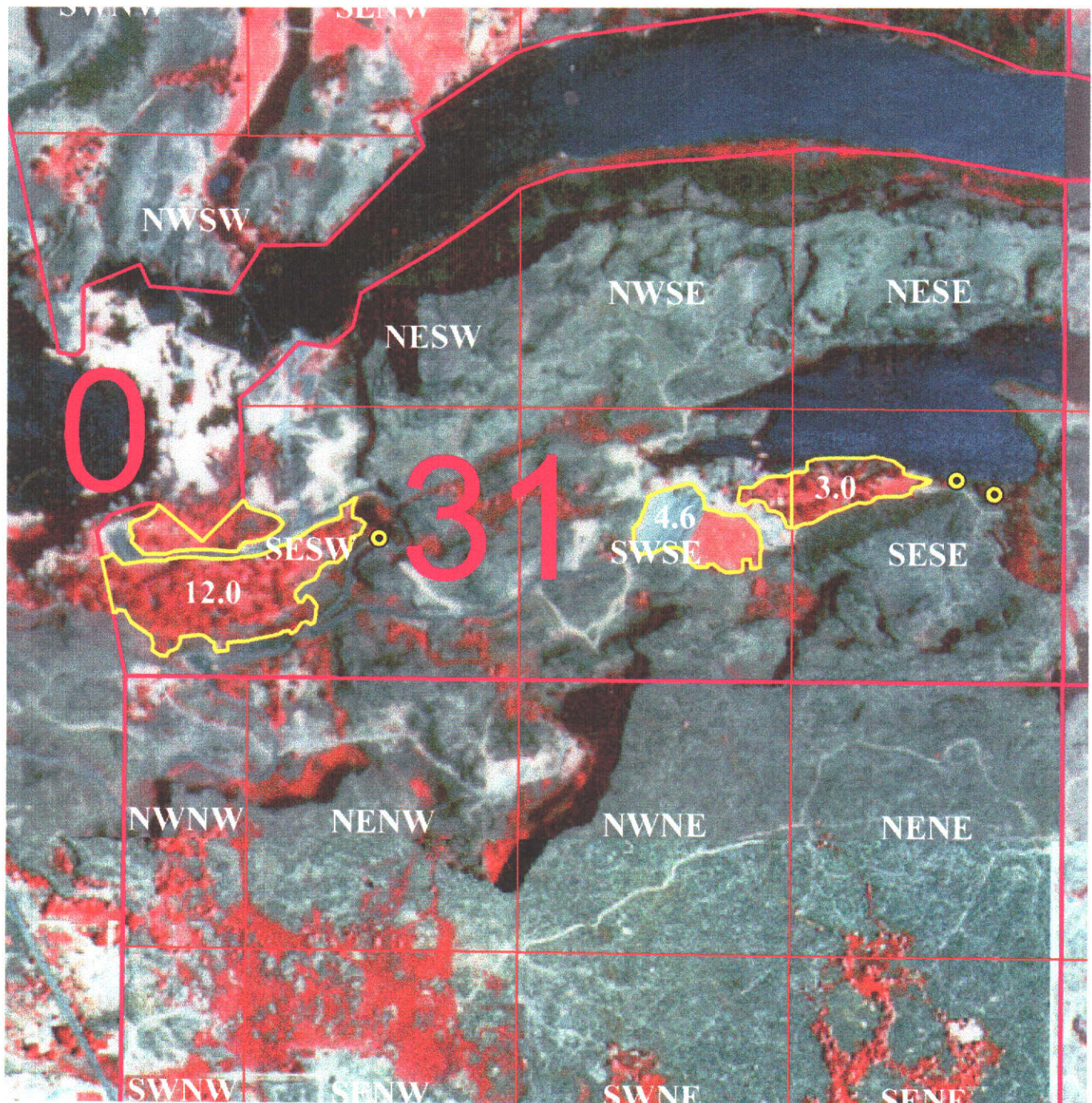
Water Right Claim Number A47-11818
Township , 9S18E

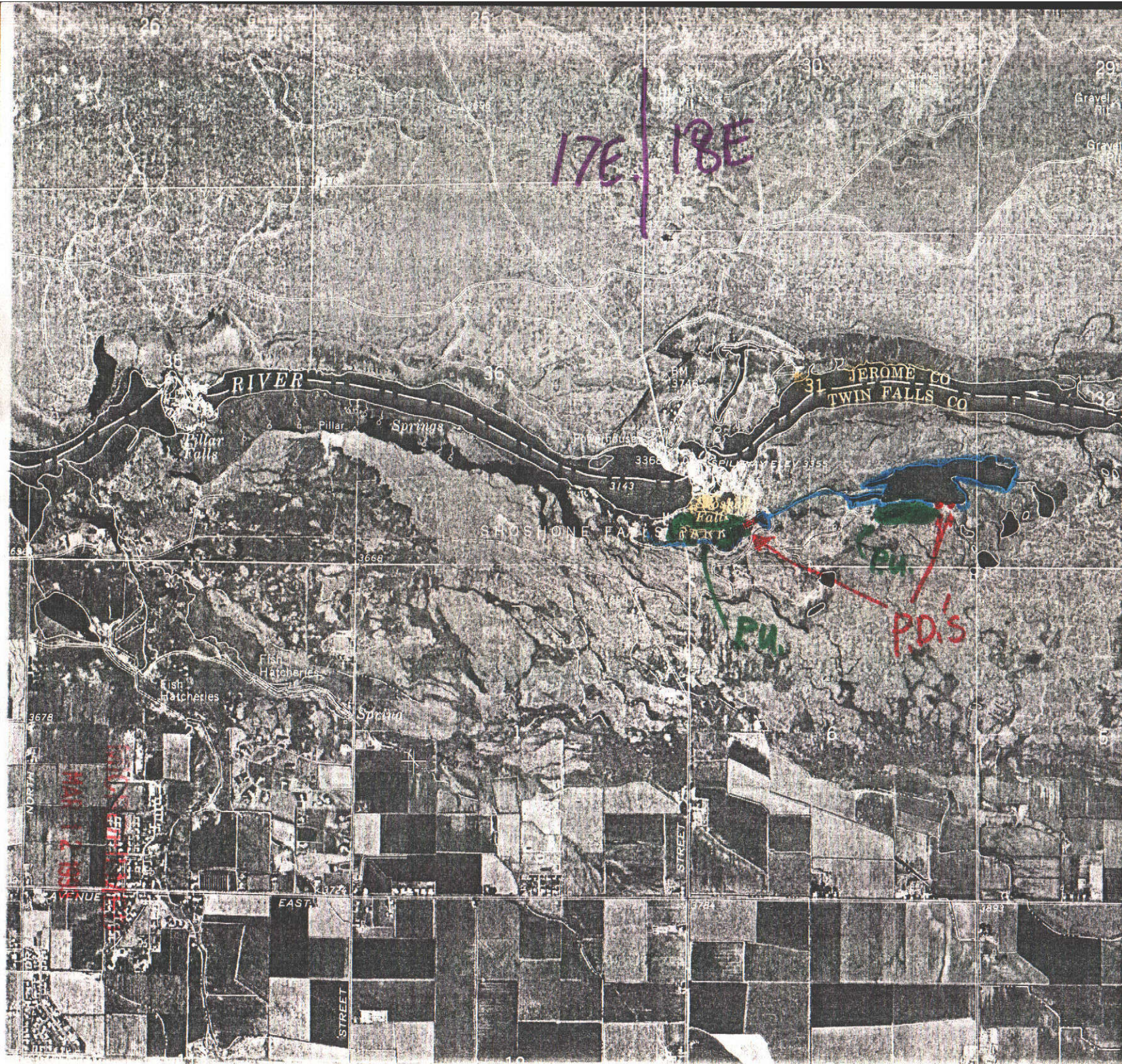
11/03/2000



Water Right Claim Number A47-11818
Township , 9S18E

11/03/2000





4721

4720

340 000
FEET

4719

4718

35'

4717

T9S

T10S

Twin Falls

A47-11818

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

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A47-11818
Date Received: 11/30/1988
Receipt No: 5004072
Received By: SCC

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: CITY OF TWIN FALLS 208-736-2270
Address: P.O. BOX 1907
TWIN FALLS, ID 83303-1907

2. Date of Priority: MAY 15, 1930

3. Source: UNNAMED STREAM Trib. to: SNAKE RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of	1/4 of	1/4	Lot	County
09S	18E	31	NW	SE	SW		TWIN FALLS
			NE	SE	SE		TWIN FALLS

5. Description of diverting works:
DAMS, PUMPS, & PIPELINES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or)	A.F.A.
IRRIGATION	04/15	10/15	1.200		

7. Total Quantity Appropriated is:
1.200 C.F.S. (and/or) A.F.A.

8. Total consumptive use is 180.0 Acre Feet Per Annum.

9. Non-irrigation uses:

10. Place of Use:

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
09S	18E	31	SW	SW		IRR	10.0
			SE	SW		IRR	4.0
			SW	SE		IRR	2.0

A47-11818

Page 1

Date: 11/30/88

MICROFILMED
MAR 12 1993

10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
09S	18E	31	SE SE		IRR	10.0
					Section Acres	26.0
					Total Acres	26.0

11. Place of use in counties: TWIN FALLS

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
NONE

14. Remarks:
TWO PUMPS AT EACH POD LISTED.
SOURCE AKA DIERKES LAKE.

15. Basis of Claim: BENEFICIAL USE

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: 1

For Organizations:

I do solemnly swear or affirm that I am PUBLIC WORKS COORDINATOR of CITY OF TWIN FALLS, that I have signed the foregoing document in the space below as PUBLIC WORKS COORDINATOR of CITY OF TWIN FALLS and that the statements contained in the foregoing document are true and correct.

Bob Van Orsward
Signature of Authorized Agent
PUBLIC WORKS COORDINATOR
CITY OF TWIN FALLS
Title and Organization

11-30-88

Date

State of Idaho

County of Twin Falls) SS.

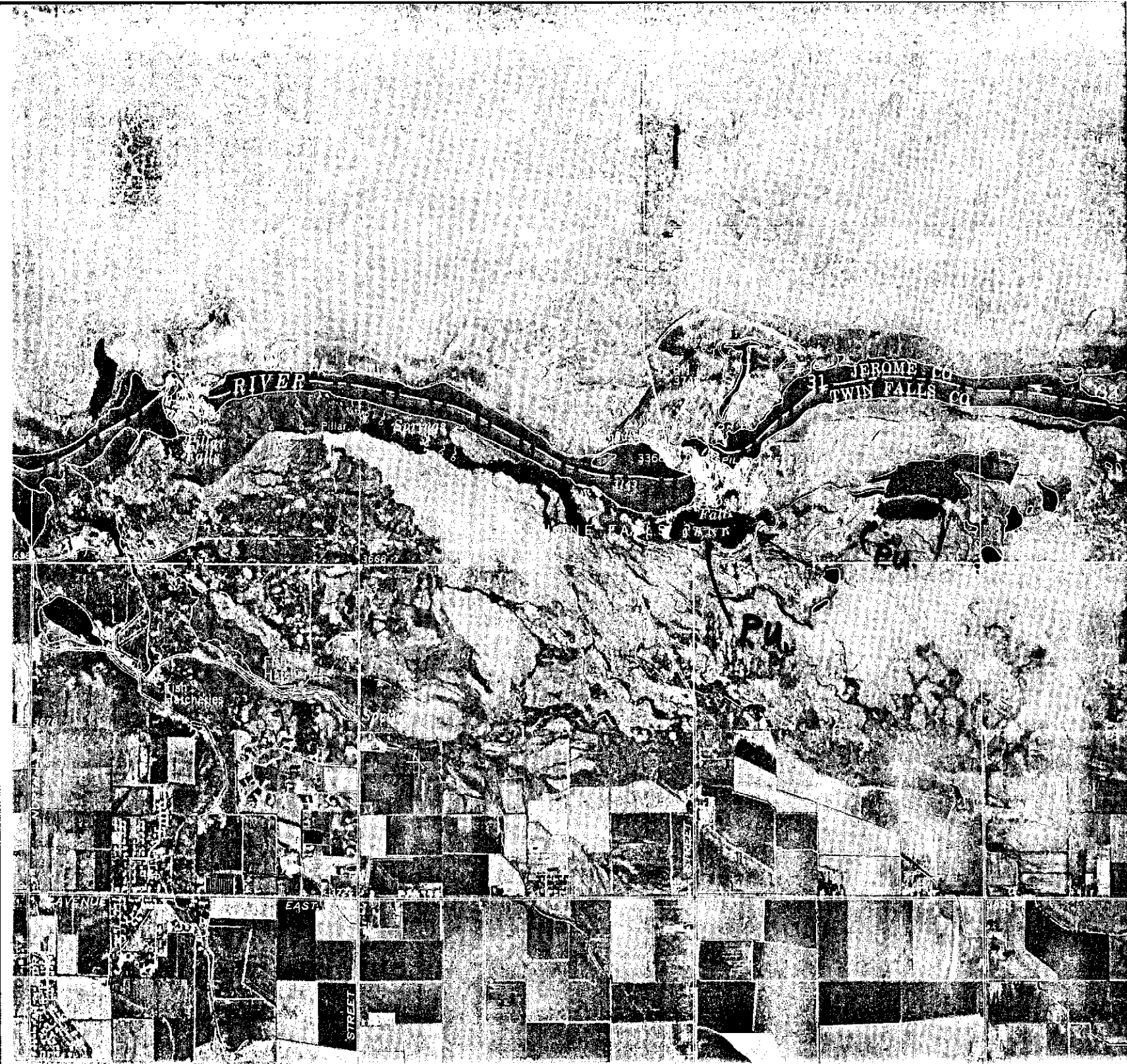
Subscribed and sworn (or affirmed) before me this 30th day of November 19 88

Roxanne Storey
Notary Public

Seal

Residing at Buhl, Id

My Commission Expires 6-30-94



4721

4720

340 000
FEET

4719

4718

35'

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T9S

T10S

Twin Falls

A47-11818



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720 - (208) 327-7900

RECEIVED

MAR 1 1990

Department of Water Resources
Southern Region Office

CECIL D. ANDRUS

GOVERNOR

R. KEITH HIGGINSON

DIRECTOR

February 22, 1990

City of Twin Falls
C/O Newt Everett
P. O. Box 1907
Twin Falls, ID 83303

Gentlemen:

Our records show you have filed your adjudication claim(s) in the Snake River Basin Adjudication. Our records do not, however, include a clear map of your service area. Would it be possible for us to get a map of your customer service area for your municipal water system, both to supplement the record of your claim(s) and for use as described below?

In our review and investigation phase of the Snake River Basin Adjudication, the map would be helpful for us to have this information in verifying individual claims to water rights for domestic purposes. We will be happy to discuss with you the most convenient way for you to provide this information to us. I can be reached at 327-7931 or you may contact my assistant, Anita Warntjes at 327-7986.

Your assistance in this matter is greatly appreciated.

Sincerely,

DAVID B. SHAW

Adjudication Bureau Chief

DBS:alw

A36-02603A
02646

A47-11817
11818
02352
02361
02373
04087

04494
04506
07327

11815 MICROFILMED

MAR 12 1993

Office of
WATER SUPERINTENDENT



P.O. BOX 1907
TWIN FALLS, ID 83303-1907
PHONE (208) 736-2274
(208) 736-2275

March 15, 1995

RECEIVED

MAR 15 1995

State of Idaho
Department Water Resources
Southern Region
222 Shoshone Street East
Twin Falls, ID 83301

Department of Water Resources
Southern Region

RE: City of Twin Falls beneficial use water rights

The enclosed information is showing proof of ownership of land by a title or warranty deed and dates of beneficial use water rights.

These beneficial use water rights for Dierkes Lake are signed by Chad Browning, Parks & Recreation Superintendent.

Sincerely,

Mike Schroeder

Mike Schroeder
Water Supply Supervisor

MS/sa

447-11818

MAR 28 1996

Office of
WATER SUPERINTENDENT



P.O. BOX 1907
TWIN FALLS, ID 83303-1907
PHONE (208) 736-2274
(208) 736-2275

March 15, 1995

RECEIVED

MAR 15 1995

State of Idaho
Department of Water Resources
Southern Region
222 Shoshone Street East
Twin Falls, ID 83301

Department of Water Resources
Southern Region

To Whom It May Concern:

I am delivering information showing proof of beneficial use of water rights for Shoshone Falls, Dierkes Lake, and Nelson well (Airport); also, letters showing we no longer use the Lang wells and the Willow Lane well.

Please sign on the line below to acknowledge receipt of the information.

Thank you,

Mike Schroeder
Water Supply Supervisor

MS/sa

M. Baldwin

Received by

3/15/95

Date

NOV 28 1996

STATE OF IDAHO, COUNTY OF TWIN FALLS

On this 14th day of March 1995, before me a Notary Public in and for said State,
personally appeared

Chad Browning

known to me to be the person whose name is subscribed to the within instrument, and
acknowledged to me that he executed the same.

Commission Expires: 10-26-2000

Residing at Twin Falls, Idaho

Joanne Hall
Notary Public





P. O. Box 1907 • 321 Second Avenue East • Twin Falls, Idaho 83303-1907 • Fax: (208) 736-2296

Office of Parks and Recreation

March 14, 1995

TO WHOM IT MAY CONCERN:

Reference A47-11818

Dierkes Lake is the same situation as the Shoshone Falls Park. The City of Twin Falls purchased Dierkes Lake in 1969. Since that time we have irrigated out of the lake. Further documentation has been found indicating water usage came from Dierkes Lake before then.

Sincerely,

Chad Browning,
Parks and Recreation Superintendent

RECEIVED

MAR 15 1995

Department of Water Resources
Southern Region

736-2265

NOV 28 1996

PRINT REQUESTED BY CHMAHL B

REQUESTED A 11:15 01/24/95

ACCT NO--- 0550-000307-8 NAME--- CITY OF TW FALLS RATE 07
 ACCT ST--- ACTIVE COAPP--- ID
 CON/DIS--- 04/13/82 LOCT--- SHOSHONE FALLS RS *
 ACTIVITY-- NONE PENDING CITY--- TWIN FALLS ID 83301 * ARRG

***** METER BILLING INFORMATION *****
 METER NO S U T D P F-SCL CONST INS/RM/CHG CURR PREV RT-ANNIV RTE SEQ RC
 26474385G A 1 1 4 1 00001 00/00/69 03393 03393 04/82 41 1220 3

	MRC	RCC	READ	DAYS	DEM-KW	BLC-KW	ENERGY-KWH	BILL AMT
01	00	0	12/30/94	30			0	7.50
02	00	0	11/30/94	30			0	7.50
03	00	0	10/31/94	30			0	7.50
04	00	0	09/30/94	30			0	7.50
05	00	0	08/31/94	30			0	7.50
06		0	08/02/94	30			0	7.50
07		0	07/01/94	30			0	7.50
08		0	06/02/94	30			0	7.50
09		9	05/03/94	30			0	7.50
10		0	04/01/94	30			0	7.50
11		0	03/02/94	30			0	7.50
12		0	02/01/94	30			0	7.50
13		0	01/03/94	30			0	7.50

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MAR 13 1995

Department of Water Resources
 Southern Region

NOV 28 1996

RECEIVED

MAR 15 1995

Department of Water Resources
Southern Region

The History of Dierkes Lake by Mary Lee Roberts

John DIERKE came to the United States from Germany in the early 1900's. He moved to Idaho in 1906 & worked for the Idaho Power Company. One day while exploring the area around the Power Co. he came upon the "Blind Canyon". He realized the potential for a fruit orchard in the well protected area. In 1912 he planted peach, cherry & apple trees. Three years later he built his home (which still remains) & officially homesteaded the 160 acres. He watered his trees with barrels filled w/ water from the Snake River.

In 1916 a small creek began to deepen/fill. A natural spring at the far end of the canyon was growing wider & starting to fill the creek which overflowed, widened & grew.

An important project must be mentioned at this time. The huge Twin Falls Irrigation Canal system was completed in 1905. All of the surrounding areas utilized these waters.

The area became saturated w/ water. Water runs down hill & as a result the 160 acres John Dierke owned began to flood. The fertile orchard soil happened to be layers of topsoil w/ a rock base. The rocks

acted like a screen & the soil eventually filtered through. In 1926 John was harvesting his fruit crop from a row boat! Only the tops of the trees were visible.

Forced to find other uses for his property John started a fish hatchery but later abandoned the project. He also tried his luck at mining gold. In 1927 John opened the Lake to the public for 25¢ per car. He also rented boats for 25¢. He & his son Herb, built a concession stand, a dock & a pulley for kids to pull themselves across the Lake.

In 1954 John Dickke died. Herb took Fred Foss as a partner. Later Fred bought out Herb Dickke & then sold to the City of Iron Falls in 1967. Since then the city has improved & rebuilt roads, provided a beautiful picnic area, horseshoe pits, concession stand, ^{docks} ~~bank~~ & sand for a beach area. There are life guards on duty during 4/summer hours — Tues thru Sundays. Boats w/o motors are allowed also fishing is permitted.

NOV 28 1996

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MAR 15 1995

Department of Water Resources
Southern Region

THE HISTORY OF DIERKE'S LAKE

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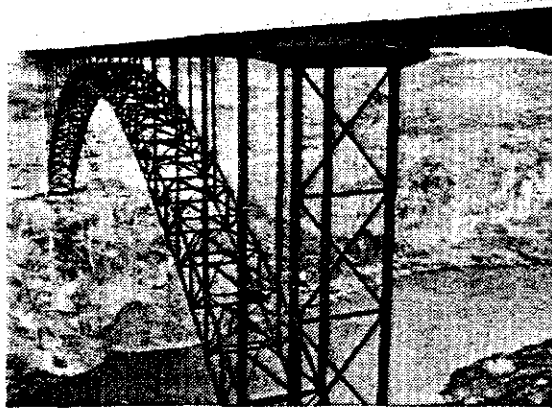
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allowed also fishing is permitted.

NOV 28 1996

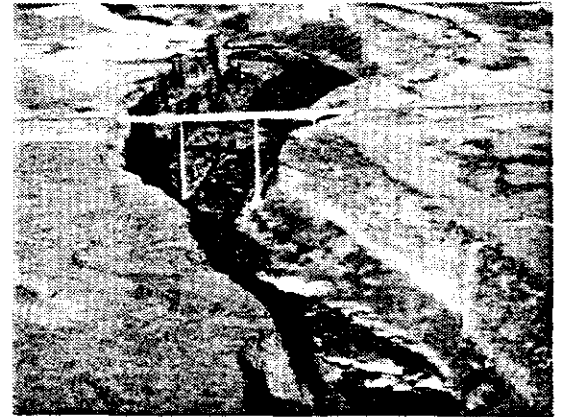


*Perrine Memorial Bridge
(south viewpoint).*

*Photo Courtesy of
Moore Publishing Co.*

Entering Twin Falls from the north, off of Interstate 84, one must stop at the Perrine Memorial Bridge. Since early man, bridges have been constructed to cross rivers and canyons with the first bridges being of logs or stone - but nothing like this. Construction of the bridge was completed in 1976 by 35 ironworkers plus foremen and equipment operators. The structure is 1,500 feet long and 480 feet high and cost approximately 8 million dollars. The structure it replaced was only 1,400 feet long and 476 feet tall but only cost \$750,000 40 years ago. However in the early 1900s, traffic had to descend the canyon via Blue Lakes trail and cross in the ferry.

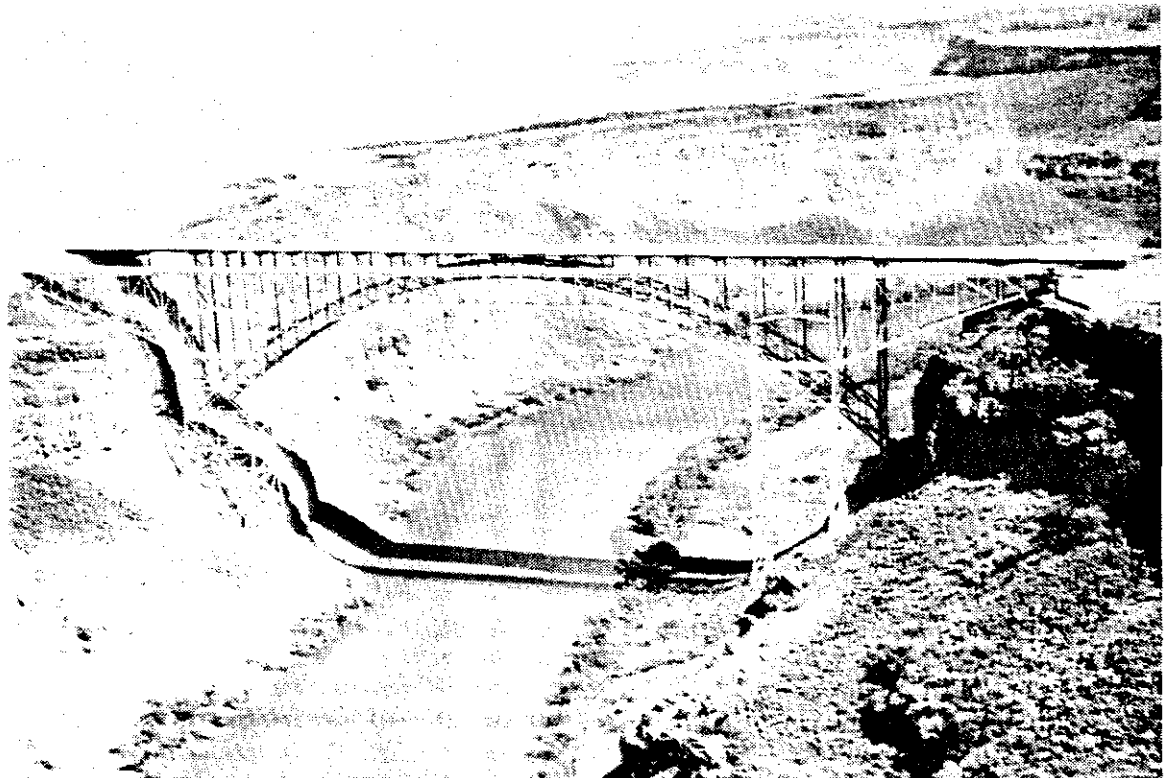
Southeast from the Perrine Bridge can be seen the jump site for Evil Kneivel's ill-fated 1974 attempt to leap the mile-wide canyon in a rocket-powered motorcycle. Residents still recall the crowds' takeover of the Jaycee's Beer Truck, the burning of the outhouses and the capture of the firetruck.



Hansen Bridge.

*Photo Courtesy of
Bill Eaton*

Another breathtaking bridge is located just east of Twin Falls on Highway 30. The new Hansen Bridge was completed in the fall of 1966 at a cost of \$1,165,000 replacing a "farmer to market" bridge which could only support one-way Model A Ford traffic. The bridge is supported by two pedestals over the 762 foot span and is 350 feet above the water below.



The old and new Perrine Memorial Bridge.

*Photo Courtesy of
Chamber of Commerce*

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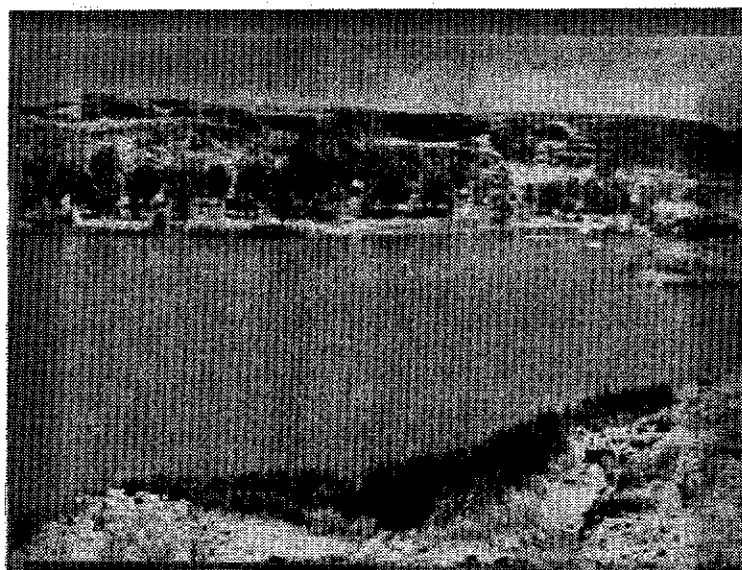
MAR 15 1995

Department of Water Resources
Southern Region

NOV 28 1996



DIERKE'S LAKE 1920's



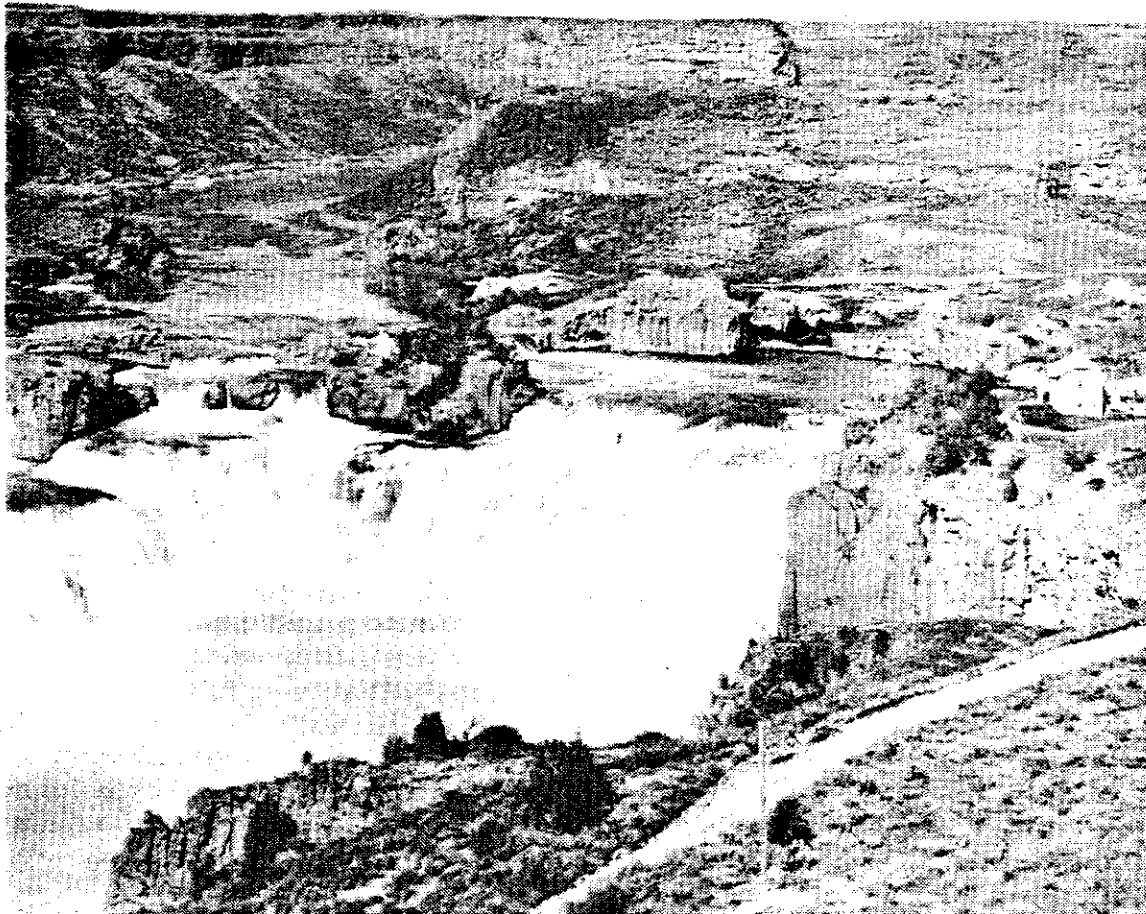
DIERKE'S LAKE PRESENT

RECEIVED

MAR 15 1995

Department of Water Resources
Southern Region

NOV 28 1996



Shoshone Falls and Shoshone Falls Hotel.

*Photo Courtesy of
C.E. Bisbee Collection/T.F. Public Library*

Shoshone Falls, the "Niagara of the West", is an impressive sight as the water plunges over a 212' precipice 52 feet higher than Niagara Falls. As you stand from the observation tower above the falls, you will feel the might of the river and see the beauty of the heavy white spray as it rainbows in the early spring air.

The falls was first viewed in modern times in 1811 when an early priest named it Canadian Falls. It was renamed 40 years later after the tribe of Indians living in the area. In the late 1800s a hotel and ferry was built. A stageline from the railroad in Shoshone was inaugurated and a tourist industry was started. Today the ferry is gone, the hotel burned in 1915 and the city of Twin Falls operates the park in conjunction with Dierkes Lake.

The best time to experience the spectacular view of the falls is before and after the irrigating season with the early spring as the high point. This is due, in fact, to the development of the Milner Dam which

is used to divert water from the river 30 miles upstream.

Three miles upriver from Shoshone Falls is the majestic "Twin Falls" originally known as the "Little Falls" to distinguish it from Shoshone Falls. Power plants are located at both falls, which was no small feat as materials and equipment were transported from the city of Shoshone and then lowered over the canyon edge.



The Twin Falls

*Photo Courtesy of
T.F. Chamber of Commerce*

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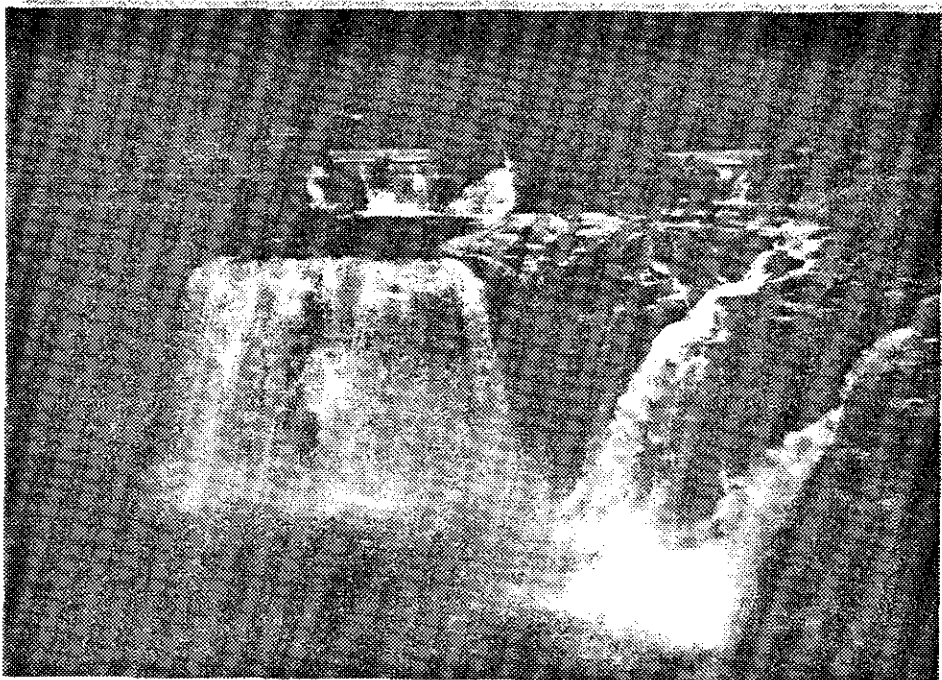
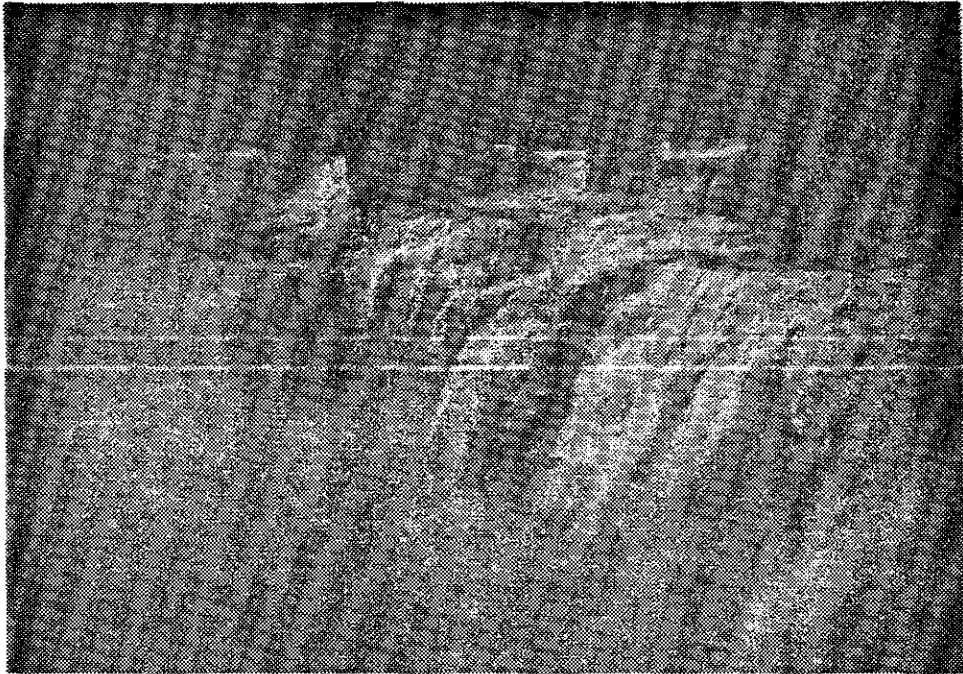
Department of Water Resources
Southern Region

NOV 28 1996

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Department of Water Resources
Southern Region



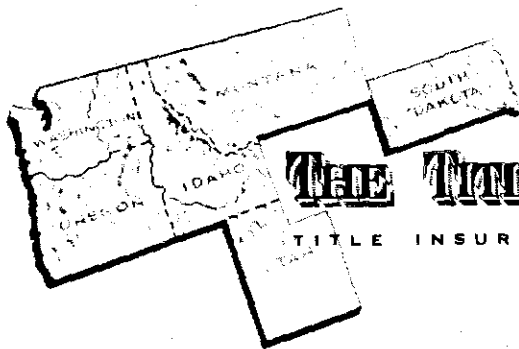
NOV 28 1996

Policy of Title Insurance **RECEIVED**

Issued By

MAR 15 1995

Department of Water Resources
Southern Region



THE TITLE INSURANCE COMPANY

TITLE INSURANCE BUILDING • BOISE, IDAHO

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, THE TITLE INSURANCE COMPANY, a corporation (incorporated under the laws of the State of Idaho), herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Lack of a right of access to and from the land; or,
4. Unmarketability of such title;

and in addition, if a mortgage is referred to in Schedule A as the insured mortgage, by reason of:

5. The invalidity or unenforceability of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity or unenforceability, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
 - a. usury, or
 - b. any consumer credit protection or truth in lending law;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Any statutory lien for labor or material which now has gained or hereafter may gain priority over the lien of the insured mortgage, except any such lien arising from an improvement on the land contracted for and commenced subsequent to Date of Policy not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance; or
8. Any assessments for street improvements under construction or completed at Date of Policy which now have gained or hereafter may gain priority over the insured mortgage.
9. The invalidity or unenforceability of any assignment, shown in Schedule A, of the insured mortgage or the failure of said assignment to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

IN WITNESS WHEREOF, THE TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

This policy not valid unless countersigned by
Twin Falls Title Company
R. L. Smith or William L. Crawford

TWIN FALLS TITLE COMPANY

By

THE TITLE INSURANCE COMPANY

By

President

Attest

Secretary

Copyright 1970 American Land Title Association
ALTA Single Form Policy-1970 with
ALTA Endorsement-Form 1 coverage

NOV 28 1996

Policy No. 25967

Order No. 8-28960

SCHEDULE A (Owners-Purchasers-Lessee)

Date of Policy: May 2, 1972 at 8:30 a.m.

Amount of Insurance: \$ 100,000.00

1. Name of Insured:

THE CITY OF TWIN FALLS, IDAHO

2. The estate or interest in the land described herein and which is covered by this policy is

A FEE SIMPLE ESTATE

3. The estate or interest referred to herein is at Date of Policy vested in:

THE CITY OF TWIN FALLS, IDAHO

4. The land referred to in this policy is described as follows:

SEE EXHIBIT "A" ATTACHED.

RECEIVED

MAR 15 1995

Department of Water Resources
Southern Region

NOV 28 1996

SCHEDULE B (Standard)

This policy does not insure against loss or damage by reason of the following:

1. Rights or claims of persons in possession or claiming to be in possession, easements, liens or encumbrances including material or labor liens, which are not shown by the public records; reservations in patents or state grants; or in acts authorizing the issuance thereof; mineral rights, water rights, claims or title to minerals or water.
2. Questions of location, boundary and areas; overlaps and encroachments by improvements belonging to these or adjoining premises; all dependent upon actual survey for determination.
3. Assessments which are not shown as existing liens by the public records; taxes not yet payable; pending proceedings for vacating, opening or changing streets or highways preceding entry of the final ordinance or order therefor.
4. Taxes for 1972 are now a lien, not yet extended on the assessment roll, and no statement of the amount can be made at this time.
5. Power Easement dated June 15, 1937, given by John H. Dierkes and Nellie M. Dierkes, husband and wife to Idaho Power Company, granting the right to construct, operate and maintain electric transmission, distribution and telephone circuits or any of them attached to a single line of poles, on, over and across the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, Township 9 South, Range 18 EBM, as the line is now located, recorded July 30, 1937, under Auditor's File No. 286067, records of Twin Falls County, Idaho.
6. Power Easement dated May 2, 1945, given by John H. Dierkes and Nellie M. Dierkes, husband and wife to Idaho Power Company, granting the right to construct, operate and maintain electric transmission distribution and telephone circuits or any of them attached to a single line of poles, on, over and across the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 31, Township 9 South, Range 18 EBM, recorded July 12, 1945, under Auditor's File No. 350896, records of Twin Falls County, Idaho.

RECEIVED

MAR 15 1995

Department of Water Resources
Southern Region

NOV 28 1996

EXHIBIT A

TRACT I:

Township 9 South, Range 18 East of the Boise Meridian, Twin Falls County, Idaho,

Section 31: Lot 6.

TRACT II:

Township 9 South, Range 18 East of the Boise Meridian, Twin Falls County, Idaho,

Section 31: $S\frac{1}{2}SE\frac{1}{4}$.

TRACT III:

Township 9 South, Range 18 East of the Boise Meridian, Twin Falls County, Idaho,

Section 32: All that portion of the $SW\frac{1}{4}$ that lies below the Rim Rock enclosing a series of lakes commonly known as Dierkes Lakes. Said Tract III being further described as: Beginning at the Southwest corner of said Section 32, said section corner also being common to Section 31, Township 9 South, Range 18 EBM and Sections 5 and 6, Township 10 South, Range 18 EBM; thence

South $89^{\circ} 44'$ East along the section line common to said Sections 32 and 5, 355.00 feet to a point on the Rim Rock; thence along said Rim Rock - the following courses:

North $14^{\circ} 10' 25''$ East, 262.97 feet;
North $39^{\circ} 47' 06''$ East, 512.90 feet;
North $77^{\circ} 25' 59''$ East, 514.11 feet;
North $33^{\circ} 57' 04''$ East, 487.03 feet;
North $31^{\circ} 11' 42''$ West, 382.27 feet;
South $63^{\circ} 53' 26''$ West, 224.95 feet;
North $39^{\circ} 16' 51''$ West, 475.42 feet;
North $88^{\circ} 27' 56''$ West, 376.04 feet;
North $41^{\circ} 53' 56''$ West, 311.60 feet;
South $68^{\circ} 26' 02''$ West, 256.57 feet; thence

South $0^{\circ} 04'$ East, along the section line common to said Sections 32 and 31, 1907.00 feet to the Point of Beginning.

RECEIVED

MAR 15 1995

Department of Water Resources
Southern Region

NOV 28 1996

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as described in the first sentence of this subparagraph (a) that the Company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. (a) CONTINUATION OF INSURANCE AFTER ACQUISITION OF TITLE

If a mortgage is referred to in Schedule A as the insured mortgage, this policy shall continue in force as of Date of Policy in favor of an insured who acquires all or any part of the estate or interest in the land described in Schedule A by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if the insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of the insured; and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage; provided that the amount of insurance hereunder after such acquisition, exclusive of costs, attorneys' fees and expenses which the Company may become obligated to pay, shall not exceed the least of: (i) the amount of insurance stated in Schedule A; (ii) the amount of the unpaid principal of the indebtedness as defined in paragraph 8 hereof, plus interest thereon, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or (iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in the acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.

(b) CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy, in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS—NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured, or defenses, restraining orders or injunctions interposed against a foreclosure of the insured mortgage or a defense interposed against an insured in an action to enforce a contract for a sale of the indebtedness secured by the insured mortgage, or a sale of the estate or interest in said land, to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun or defense or restraining order or injunction is interposed as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. NOTICE OF LOSS—LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage, for which it is claimed the Company is liable under this policy, shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of: (i) the actual loss of the insured claimant; or (ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2(a) hereof; or (iii) if this policy insures the owner of the indebtedness secured by the insured mortgage, the amount of the indebtedness secured by the insured mortgage as determined under paragraph 8 hereof, at the time the loss or damage insured against hereunder occurs, together with interest thereon.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

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Department of Water Resources
Southern Region

NOV 28 1996

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MAR 15 1995

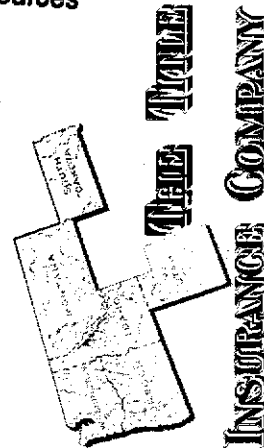
Department of Water Resources
Southern Region

**TITLE
INSURANCE
POLICY**

Issued
by

**TWIN FALLS TITLE
COMPANY**

TWIN FALLS, IDAHO 83301



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MAR 15 1995

Department of Water Resources
Southern Region

Conditions and Stipulations—continued

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. REDUCTION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, if the owner of the indebtedness secured by the insured mortgage is an insured hereunder, then such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2(a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder as to any such insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured owner of the indebtedness secured by the insured mortgage, except as provided in paragraph 2(a) hereof.

(b) The liability of the Company shall not be increased by additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy, as to the insured owner of the estate or interest covered by this policy, shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

The provisions of this paragraph 9 shall not apply to an owner of the indebted-

10. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto. The provisions of this paragraph shall not apply if this policy is issued to the owner of the indebtedness secured by the insured mortgage.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by the insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to the insured mortgage. If loss of priority should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

NOV 28 1996

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MAR 15 1995

DEED RESTRICTION

Department of Water Resources
Southern Region

PURSUANT TO authority of the City Council of the City of Twin Falls Idaho, the following restriction is imposed upon real property owned by the City of Twin Falls, Idaho, commonly known as Dierkes Lake:

Real Property:

- Tract No. 1 Lot Six (6) Section 31, Township 9 South, Range 18 East
Boise Meridian containing 36.20 Acres
- Tract No. 2 The South 1/2 of the Southeast 1/4 of Section 31, Township
9 South, Range 18 East, Boise Meridian, containing 80.00
Acres
- Tract No. 3 All that portion of the SW $\frac{1}{4}$ of Section 32, Township 9 South,
Range 18 East, Boise Meridian that lies below the Rim Rock
enclosing a series of lakes commonly known as Dierkes Lakes.
Said Tract 3 being further described as:

Beginning at the Southwest corner of said Section 32, said
section corner also being common to Section 31, Township
9 South, Range 18 East, Boise Meridian and Sections 5 and
6, Township 10 South, Range 18 East, Boise Meridian:

Thence South 89° 44' East along the section line common to
said Sections 32 and 5, 355.00 feet to a point on the
Rim Rock;

Thence along said Rim Rock - the following courses:

N. 14° 10' 25" E., 262.97 feet;
N. 39° 47' 06" E., 512.90 feet;
N. 77° 25' 59" E., 514.11 feet;
N. 33° 57' 04" E., 487.03 feet;
N. 31° 11' 42" W., 382.27 feet;
S. 63° 53' 26" W., 224.95 feet;
N. 39° 16' 51" W., 475.42 feet;
N. 88° 27' 56" W., 376.04 feet;
N. 41° 53' 56" W., 311.60 feet;
S. 68° 26' 02" W., 256.57 feet;

Thence S. 0° 04' E., along the section line common to said
Sections 32 and 31, 1907.00 feet to the POINT OF
BEGINNING. Containing 39.91 Acres.

The total of all three tracts being 156.11 Acres.

1. *Phragmites australis* (Cav.) Trin. ex Steud.

1. *Chlorophyll a* (Chl *a*)

Said restriction is hereby imposed upon said real property and is

For the purpose of this study, the following hypotheses were formulated:

CITY OF TWIN FALLS, IDAHO

By: _____

By: _____

Acting Mayor

Attest:

[illegible]

City Clerk

<u>1960</u>	1. <u>North American</u> <u>Section 12</u> , <u>1960</u>	<u>Section 12</u> , <u>1960</u>
<u>1961</u>	2. <u>North American</u> <u>Section 12</u> , <u>1961</u>	<u>Section 12</u> , <u>1961</u>
<u>1962</u>	3. <u>North American</u> <u>Section 12</u> , <u>1962</u>	<u>Section 12</u> , <u>1962</u>
<u>1963</u>	4. <u>North American</u> <u>Section 12</u> , <u>1963</u>	<u>Section 12</u> , <u>1963</u>
<u>1964</u>	5. <u>North American</u> <u>Section 12</u> , <u>1964</u>	<u>Section 12</u> , <u>1964</u>
<u>1965</u>	6. <u>North American</u> <u>Section 12</u> , <u>1965</u>	<u>Section 12</u> , <u>1965</u>
<u>1966</u>	7. <u>North American</u> <u>Section 12</u> , <u>1966</u>	<u>Section 12</u> , <u>1966</u>
<u>1967</u>	8. <u>North American</u> <u>Section 12</u> , <u>1967</u>	<u>Section 12</u> , <u>1967</u>
<u>1968</u>	9. <u>North American</u> <u>Section 12</u> , <u>1968</u>	<u>Section 12</u> , <u>1968</u>
<u>1969</u>	10. <u>North American</u> <u>Section 12</u> , <u>1969</u>	<u>Section 12</u> , <u>1969</u>
<u>1970</u>	11. <u>North American</u> <u>Section 12</u> , <u>1970</u>	<u>Section 12</u> , <u>1970</u>
<u>1971</u>	12. <u>North American</u> <u>Section 12</u> , <u>1971</u>	<u>Section 12</u> , <u>1971</u>
<u>1972</u>	13. <u>North American</u> <u>Section 12</u> , <u>1972</u>	<u>Section 12</u> , <u>1972</u>
<u>1973</u>	14. <u>North American</u> <u>Section 12</u> , <u>1973</u>	<u>Section 12</u> , <u>1973</u>
<u>1974</u>	15. <u>North American</u> <u>Section 12</u> , <u>1974</u>	<u>Section 12</u> , <u>1974</u>
<u>1975</u>	16. <u>North American</u> <u>Section 12</u> , <u>1975</u>	<u>Section 12</u> , <u>1975</u>
<u>1976</u>	17. <u>North American</u> <u>Section 12</u> , <u>1976</u>	<u>Section 12</u> , <u>1976</u>
<u>1977</u>	18. <u>North American</u> <u>Section 12</u> , <u>1977</u>	<u>Section 12</u> , <u>1977</u>
<u>1978</u>	19. <u>North American</u> <u>Section 12</u> , <u>1978</u>	<u>Section 12</u> , <u>1978</u>
<u>1979</u>	20. <u>North American</u> <u>Section 12</u> , <u>1979</u>	<u>Section 12</u> , <u>1979</u>
<u>1980</u>	21. <u>North American</u> <u>Section 12</u> , <u>1980</u>	<u>Section 12</u> , <u>1980</u>
<u>1981</u>	22. <u>North American</u> <u>Section 12</u> , <u>1981</u>	<u>Section 12</u> , <u>1981</u>
<u>1982</u>	23. <u>North American</u> <u>Section 12</u> , <u>1982</u>	<u>Section 12</u> , <u>1982</u>
<u>1983</u>	24. <u>North American</u> <u>Section 12</u> , <u>1983</u>	<u>Section 12</u> , <u>1983</u>
<u>1984</u>	25. <u>North American</u> <u>Section 12</u> , <u>1984</u>	<u>Section 12</u> , <u>1984</u>
<u>1985</u>	26. <u>North American</u> <u>Section 12</u> , <u>1985</u>	<u>Section 12</u> , <u>1985</u>
<u>1986</u>	27. <u>North American</u> <u>Section 12</u> , <u>1986</u>	<u>Section 12</u> , <u>1986</u>
<u>1987</u>	28. <u>North American</u> <u>Section 12</u> , <u>1987</u>	<u>Section 12</u> , <u>1987</u>
<u>1988</u>	29. <u>North American</u> <u>Section 12</u> , <u>1988</u>	<u>Section 12</u> , <u>1988</u>
<u>1989</u>	30. <u>North American</u> <u>Section 12</u> , <u>1989</u>	<u>Section 12</u> , <u>1989</u>
<u>1990</u>	31. <u>North American</u> <u>Section 12</u> , <u>1990</u>	<u>Section 12</u> , <u>1990</u>
<u>1991</u>	32. <u>North American</u> <u>Section 12</u> , <u>1991</u>	<u>Section 12</u> , <u>1991</u>
<u>1992</u>	33. <u>North American</u> <u>Section 12</u> , <u>1992</u>	<u>Section 12</u> , <u>1992</u>
<u>1993</u>	34. <u>North American</u> <u>Section 12</u> , <u>1993</u>	<u>Section 12</u> , <u>1993</u>
<u>1994</u>	35. <u>North American</u> <u>Section 12</u> , <u>1994</u>	<u>Section 12</u> , <u>1994</u>
<u>1995</u>	36. <u>North American</u> <u>Section 12</u> , <u>1995</u>	<u>Section 12</u> , <u>1995</u>
<u>1996</u>	37. <u>North American</u> <u>Section 12</u> , <u>1996</u>	<u>Section 12</u> , <u>1996</u>
<u>1997</u>	38. <u>North American</u> <u>Section 12</u> , <u>1997</u>	<u>Section 12</u> , <u>1997</u>
<u>1998</u>	39. <u>North American</u> <u>Section 12</u> , <u>1998</u>	<u>Section 12</u> , <u>1998</u>
<u>1999</u>	40. <u>North American</u> <u>Section 12</u> , <u>1999</u>	<u>Section 12</u> , <u>1999</u>
<u>2000</u>	41. <u>North American</u> <u>Section 12</u> , <u>2000</u>	<u>Section 12</u> , <u>2000</u>
<u>2001</u>	42. <u>North American</u> <u>Section 12</u> , <u>2001</u>	<u>Section 12</u> , <u>2001</u>
<u>2002</u>	43. <u>North American</u> <u>Section 12</u> , <u>2002</u>	<u>Section 12</u> , <u>2002</u>
<u>2003</u>	44. <u>North American</u> <u>Section 12</u> , <u>2003</u>	<u>Section 12</u> , <u>2003</u>
<u>2004</u>	45. <u>North American</u> <u>Section 12</u> , <u>2004</u>	<u>Section 12</u> , <u>2004</u>
<u>2005</u>	46. <u>North American</u> <u>Section 12</u> , <u>2005</u>	<u>Section 12</u> , <u>2005</u>
<u>2006</u>	47. <u>North American</u> <u>Section 12</u> , <u>2006</u>	<u>Section 12</u> , <u>2006</u>
<u>2007</u>	48. <u>North American</u> <u>Section 12</u> , <u>2007</u>	<u>Section 12</u> , <u>2007</u>
<u>2008</u>	49. <u>North American</u> <u>Section 12</u> , <u>2008</u>	<u>Section 12</u> , <u>2008</u>
<u>2009</u>	50. <u>North American</u> <u>Section 12</u> , <u>2009</u>	<u>Section 12</u> , <u>2009</u>
<u>2010</u>	51. <u>North American</u> <u>Section 12</u> , <u>2010</u>	

Phosphorus is 100 per cent 100 feet below the section line compared to 50 per cent 25 feet below the section line and 25 per cent 10 feet below the section line.

They are listed below in the following categories:

- [illegible]

1. The 1952-53 oil bill, which also obligates the government to sell 100,000 tons of oil to the USSR, is due to be passed by the House in 1953.

11/18/94 12:00 PM

RECEIVED

MAR 15 1995

DEED RESTRICTION

Department of Water Resources
Southern Region

PURSUANT TO authority of the City Council of the City of Twin Falls Idaho, the following restriction is imposed upon real property owned by the City of Twin Falls, Idaho, commonly known as Dierkes Lake:

Real Property:

- Tract No. 1 Lot Six (6) Section 31, Township 9 South, Range 18 East
Boise Meridian containing 36.20 Acres
- Tract No. 2 The South 1/2 of the Southeast 1/4 of Section 31, Township
9 South, Range 18 East, Boise Meridian, containing 80.00
Acres
- Tract No. 3 All that portion of the SW $\frac{1}{4}$ of Section 32, Township 9 South,
Range 18 East, Boise Meridian that lies below the Rim Rock
enclosing a series of lakes commonly known as Dierkes Lakes.
Said Tract 3 being further described as:

Beginning at the Southwest corner of said Section 32, said
section corner also being common to Section 31, Township
9 South, Range 18 East, Boise Meridian and Sections 5 and
6, Township 10 South, Range 18 East, Boise Meridian:

Thence South 89° 44' East along the section line common to
said Sections 32 and 5, 355.00 feet to a point on the
Rim Rock;

Thence along said Rim Rock - the following courses:

N. 14° 10' 25" E., 262.97 feet;
N. 39° 47' 06" E., 512.90 feet;
N. 77° 25' 59" E., 514.11 feet;
N. 33° 57' 04" E., 487.03 feet;
N. 31° 11' 42" W., 382.27 feet;
S. 63° 53' 26" W., 224.95 feet;
N. 39° 16' 51" W., 475.42 feet;
N. 88° 27' 56" W., 376.04 feet;
N. 41° 53' 56" W., 311.60 feet;
S. 68° 26' 02" W., 256.57 feet;

Thence S. 0° 04' E., along the section line common to said
Sections 32 and 31, 1907.00 feet to the POINT OF
BEGINNING. Containing 39.91 Acres.

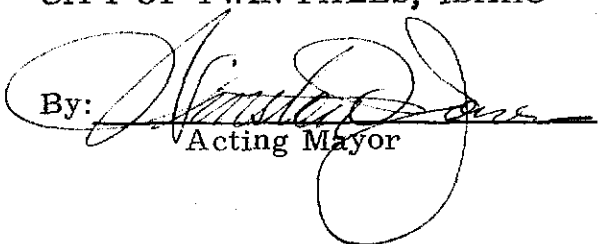
The total of all three tracts being 156.11 Acres.

Restriction:

That the sale, lease, mortgage, or creation of other indebtedness against or transfer of said real property or any interest thereon is subject to the prior approval of the Secretary of the Department of Housing and Urban Development.

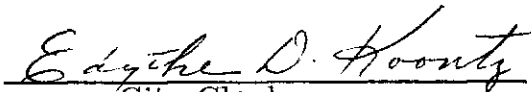
Said restriction is hereby imposed upon said real property and is binding upon the City of Twin Falls, Idaho, and its successors.

CITY OF TWIN FALLS, IDAHO

By: 

Acting Mayor

Attest:


City Clerk

639740

City of Twin Falls

Debbie Lohr

Deed
Restriction

STATE OF IDAHO }
County of Twin Falls }

I hereby certify that this instrument
filed for record at the request of


10:55 clock, Attn: SEP 8 - 1972

In my office and duly recorded in book
28 of Mac, page 556

H. A. LANCASTER

Ex-Officio Recorder


Deputy

Fee \$ 2.00

Return to



8-28960

D. 11

D-78

WARRANTY DEED

For Value Received FRED FOSS and MARJUARY FOSS, husband and wife,

Hereinafter called the grantor, hereby grants, bargains, sells and conveys unto

THE CITY OF TWIN FALLS, IDAHO

Hereinafter called the grantee, the following described premises, in _____ County, Idaho,
to-wit:

See Attached Exhibit A.

RECEIVED

MAR 15 1995

Department of Water Resources
Southern Region

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: 7-1 1969.Fred FossMarjuary J Foss

STATE OF IDAHO, COUNTY OF Twin Falls
On this 1 day of July, 1969,
before me, a notary public in and for said State, personally appeared

FRED FOSS and MARJUARY FOSS,
husband and wife,

known to me to be the person s whose names are
subscribed to the within instrument, and acknowledged to
me that they executed the same.

Fredrick Plunkett

Notary Public

Residing at Twin Falls
Comm. Expires _____, Idaho

STATE OF IDAHO, COUNTY OF
I hereby certify that this instrument was filed for record at
the request of TWIN FALLS TITLE COMPANY

at 30 minutes past 8 o'clock m.,
this APR 22 1972 day of
19, in my office, and duly recorded in Book 222
of Deeds at page 3063

H. A. LANCASIER

Ex-Officio Recorder

By Thom Lamm Deputy.Fees \$ 2.00

Mail to: City of Twin Falls, 321 2nd Ave
Twin Falls, Idaho 83301

INSTRUMENT No. 633447

WAR

RECEIVED

EXHIBIT A

(Revised by field survey)

Department of Water Resources
Southern Region

Tract No. 1 Lot Six (6) Section 31, Township 9 South, Range 18 East
Boise Meridian containing 36.20 Acres

Tract No. 2 The South 1/2 of the Southeast 1/4 of Section 31, Town-
ship 9 South, Range 18 East, Boise Meridian, containing
80.00 Acres

Tract No. 3 All that portion of the SW $\frac{1}{4}$ of Section 32, Township 9 South,
Range 18 East, Boise Meridian that lies below the Rim
Rock enclosing a series of lakes commonly known as
Dierkes Lakes. Said Tract 3 being further described as:

Beginning at the Southwest corner of said Section 32, said
section corner also being common to Section 31, Township
9 South, Range 18 East, Boise Meridian and Sections 5 and
6, Township 10 South, Range 18 East, Boise Meridian:

Thence South 89° 44' East along the section line common to
said Sections 32 and 5, 355.00 feet to a point on the
Rim Rock;

Thence along said Rim Rock - the following courses:

N. 14° 10' 25" E., 262.97 feet;
N. 39° 47' 06" E., 512.90 feet;
N. 77° 25' 59" E., 514.11 feet;
N. 33° 57' 04" E., 487.03 feet;
N. 31° 11' 42" W., 382.27 feet;
S. 63° 53' 26" W., 224.95 feet;
N. 39° 16' 51" W., 475.42 feet;
N. 88° 27' 56" W., 376.04 feet;
N. 41° 53' 56" W., 311.60 feet;
S. 68° 26' 02" W., 256.57 feet;

Thence S. 0° 04' E., along the section line common to
said Sections 32 and 31, 1907.00 feet to the POINT
OF BEGINNING. Containing 39.91 Acres.

The total of all three tracts being 156.11 Acres.

RECEIVED

MAR 15 1935

Department of Water Resources
Southern Region

Glavin Falls, Ida. 83301

8-28960

WARRANTY DEED

For Value Received

HERBERT E. DIERKES

Hereinafter called the grantor, hereby grants, bargains, sells and conveys unto

THE CITY OF TWIN FALLS, IDAHO

Hereinafter called the grantee, the following described premises, in Twin Falls County, Idaho, to-wit:

See Attached EXHIBIT A.

RECEIVED

MAR 15 1995

Department of Water Resources
Southern Region

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and to the Grantee's, its heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that they are free from all incumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: July 1, 1969

Herbert E. Dierkes

STATE OF IDAHO, COUNTY OF Twin Falls

On this 1 day of July, 1969, before me, a notary public in and for said State, personally appeared

HERBERT E. DIERKES

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Residing at Twin Falls, Idaho
Comm. Expires

Notary Public

STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of TWIN FALLS WATER COMPANY at 30 minutes past 8 o'clock m., this APR 24 1972 day of 19, in my office, and duly recorded in Book 222 of Deeds at page 3062

H. A. LANCASTER

Ex-Officio Recorder

By Heleen Thomas Deputy.

Fees \$ 2.00

Mail to: City of Twin Falls, 321 2nd Ave

Twin Falls, Id. 8330,

INSTRUMENT NO.

633445

EXHIBIT A

(Revised by field survey)

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- Tract No. 2 The South 1/2 of the Southeast 1/4 of Section 31, Township 9 South, Range 18 East, Boise Meridian, containing 80.00 Acres
- Tract No. 3 All that portion of the SW $\frac{1}{4}$ of Section 32, Township 9 South, Range 18 East, Boise Meridian that lies below the Rim Rock enclosing a series of lakes commonly known as Dierkes Lakes. Said Tract 3 being further described as:

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The total of all three tracts being 156.11 Acres.

RECEIVED
MAR 15 1995
Department of Water Resources
Southern Region



State of Idaho
DEPARTMENT OF WATER RESOURCES
Southern Region, 222 Shoshone St. East, Twin Falls, Idaho 83304 (208) 736-3033

★ Idaho ★
Governor PHILIP E. BATT

R. KEITH HIGGINSON
Director

January 10, 1995

A47-11818
CITY OF TWIN FALLS
P.O. BOX 1907
TWIN FALLS

ID 83303-1907

RE: Evidence of Priority

Dear Claimant:

* RESPONSE DEADLINE *
* MARCH 15, 1995 *

The Notice of Claim identified with the number shown above your name on the mailing label has been filed in the Snake River Basin Adjudication (SRBA). The Notice indicates your water usage is based on "Beneficial Use" or a "Statutory Claim". Water rights of this type are established by the historical use of water, dating back to when water was first used for the purpose claimed. The date of first use, known as the priority date, has not been confirmed by a License, Decree or Permit. The Department will, at a later date, conduct reviews &/or field exams for the claims in your area. Since the priority date of a beneficial use water right can not be confirmed by field examination, **proof must be provided by the claimant** supporting the priority date claimed.

If you no longer own the property to which the claim is appurtenant please forward this correspondence to the present owner, or return it to the department. If you have received this correspondence from the previous owner of the property it is recommended that you file a Change of Ownership form with the Department in order to receive future mailings and to continue to be a party in the adjudication.

Please find enclosed a computer printout of your Notice of Claim and the pamphlet entitled "Evidence of Priority". The pamphlet describes the types of evidence required and suggests which documents will fulfill this requirement.

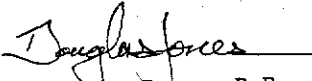
SPECIAL NOTE: The Department will not recommend the Notice be decreed by the court as claimed if no evidence of a priority date is submitted. It will be to your advantage to provide clear and convincing evidence. If you choose to submit statements from individuals as evidence, the statement must be in the form of a

January 10, 1995
page 2

notarized affidavit.

Please submit the required evidence supporting the priority date by March 15, 1995, referencing all documents with the corresponding Notice number. If you have any questions not covered by this letter or the enclosed pamphlet, please contact this office.

Sincerely,


Douglas Jones, P.E.
Water Rights Supervisor

Enc.

NOV 28 1996

Log for claim A47-11818

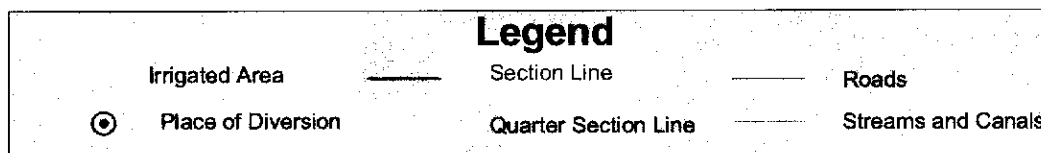
Spatial Dynamics BTD

11/3/00

TR	SEC	QQ	Acres Claimed	Acres Found	COMMENT
09s18e	31	SESW	14	12	No SWSW qq in GCDB.
09s18e	31	SWSE	2	4.6	
09s18e	31	SESE	10	3	
Totals:			26	19.6	

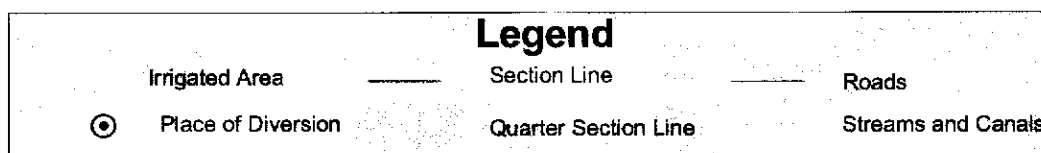
Water Right Claim Number A47-11818
Township , 9S18E

11/03/2000



Water Right Claim Number A47-11818
Township , 9S18E

11/03/2000

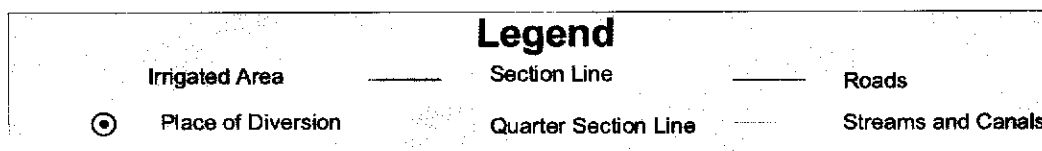


500 0 500 1000 Feet



Water Right Claim Number A47-11818
Township , 9S18E

11/03/2000



500 0 500 1000 Feet



AJ5809NP
No. A47-11818

IDAHO DEPARTMENT OF WATER RESOURCES
ADJUDICATION CLAIM PROFILE REPORT

DATE: 10/03/00
PAGE: 390

OWNER CODE	NAME & ADDRESS	PRIORITY DATE	WATER USE	USE PERIOD FROM TO	DIVERSION RATE	DIVERSION VOLUME
C	CITY OF TWIN FALLS PO BOX 1907 TWIN FALLS ID 833031907 (208) 736-2270	05/15/1930	IRRIGATION	04-15 10-15	1.200 CFS	
TOTAL DIVERSION:					1.200 CFS	
CONSUMPTIVE USE:						180.00 AFA

Water Source: UNNAMED STREAM

Tributary to: SNAKE RIVER

Stage: BENEFICIAL USE

Point(s) of Diversion:

T09S R18E S31

NWSESW

NESESE

TWIN FALLS County

Place of use Legal Description for: IRRIGATION

				NE				NW				SW				SE					
T	R	S	:	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	Lt	Ac	:	SUM
09S	18E	31	:											10	04			02	10	:	26.0
																				TOTAL ACRES	26.0

POU County: TWIN FALLS

Other Rights: NONE

Other Water Rights Listing Overlapping Place(s) of Use:
A47-04087 A47-07327

Conditions of Approval:

- R01 - A measuring device of a type approved by this Department shall
- be maintained as a part of the diverting works.

Remarks: GEN TWO PUMPS AT EACH POD LISTED.
SOURCE AKA DIERKES LAKE.

Dates: Exam Made Date:

Verified Date:

Objection Filed Date:

Misc: Water District Number:

Field Inspection Flag:
Presumption Flag:

Audit: 11/30/88 CLELLAND 03/30/95 POST-STD