

RECEIVED

NOV 20 2020

DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column. If the water right is leased to the Water Supply Bank, check "Yes". If you are not sure if the water right is leased to the Water Supply Bank, [see #6](#) of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
71-7019	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: Jack and Ruth Niece
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Stanley Community Public Library District
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or ☐ and/or
- Mailing address P.O. Box 230 City Stanley State ID ZIP 83278
Telephone 208-774-2470 Email stanley.id.library@gmail.com
4. If the water rights and/or adjudication claims were split, how did the division occur?
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.
☐ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: 9-16-2013
6. If the water right is leased to the Water Supply Bank changing ownership of a water right will reassign to the new owner any Water Supply Bank leases associated with the water right. Payment of revenue generated from any rental of a leased water right requires a completed [IRS Form W-9](#) for payment to be issued to an owner. A new owner for a water right under lease shall supply a W-9. Water rights with multiple owners must specify a designated lessor, using a completed [Lessor Designation](#) form. Beginning in the calendar year following an acknowledged change in water right ownership, compensation for any rental will go to the new owner(s).
7. This form must be signed and submitted with the following **REQUIRED** items:
☐ A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
☐ Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
☐ Filing fee (see instructions for further explanation):
☐ \$25 per *undivided* water right.
☐ \$100 per *split* water right.
☐ No fee is required for pending adjudication claims.
☐ If water right(s) are leased to the Water Supply Bank AND there are multiple owners, a Lessor Designation form is required.
☐ If water right(s) are leased to the Water Supply Bank, the individual owner or designated lessor must complete, sign and submit an IRS Form W-9.

8. Signature: Gene M. Somerville Title, if applicable: Library Director Date: 11-17-2020
Signature of new owner/claimant: Stanley Community Library District Title, if applicable: _____ Date: _____
Signature: _____ Title, if applicable: _____ Date: _____
Signature of new owner/claimant: _____ Title, if applicable: _____ Date: _____

For IDWR Office Use Only:

Received by SC Date 11/20/20 Receipt No. 5038256 Receipt Amt. \$25.00
Active in the Water Supply Bank? Yes ☐ No ☐ If yes, forward to the State Office for processing W-9 received? Yes ☐ No ☐
Name on W-9 _____ Approved by _____ Processed by KA Date 12-22-2020

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

JOHN A. SEILLER
Attorney at Law, PLLC, ISB No. 4595
191 Fifth Street West, Third Floor
Post Office Box 6090
Ketchum, Idaho 83340
practice@sunvalleylaw.net
(208) 726-5962
FAX 726-5998

247748
Custer County Rec. of
CC T
Time 3:59 P M Date 8/16, 2013
Barbara C. Tierney, Clerk
Lauri B. Ball, s13
Deputy

Space above line reserved for Recorder's use only.

WARRANTY DEED

FOR VALUE RECEIVED, NIECE SMILEY CREEK, LLC, an Idaho limited liability company, with an address of 344 W. Pleasant View Drive, Ogden, Utah 84414 ("Grantor"), does hereby, grant, bargain, sell and convey to THE STANLEY COMMUNITY LIBRARY DISTRICT, a political subdivision of the State of Idaho, with an address of PO Box 239, Stanley, Idaho 83278 ("Grantee"), real property, located in the City of Stanley, Custer County, Idaho, and more particularly described as follows:

Lot 5A, of A Lot Line Shift Plat showing Lots 1B, 3A, 4A, and 5A, Block 6, Stanley Townsite, recorded on June 6, 2012, as instrument No. 245686, records of Custer County, Idaho (the "Premises").

TOGETHER WITH all and singular the improvements, appurtenances thereon or appertaining thereto of every kind or nature.

SUBJECT TO taxes, easements established or of record, restrictions and encumbrances of record, mineral rights, rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit.

TO HAVE AND TO HOLD said Premises unto Grantee and to Grantee's heirs and assigns forever. Grantor warrants and covenants to Grantee that Grantor is the owner in fee simple of the above described Premises; that it is free from all encumbrances except as described above; and Grantor will warrant and defend the same from all other lawful claims whatsoever.

2477-18

DATED this 16th day of August, 2013.

NIECE SMILEY CREEK, LLC

By Leon Jones
Leon Jones, Member

STATE OF IDAHO)
)
County of Custer) ss.

On this 16th day of August, 2013, before me, the undersigned, personally appeared Leon Jones, known or identified to me to be the Member of the limited liability company that executed the instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



[Signature]
Notary Public for Idaho
Residing: Ketchikan ID
Commission Expires: Oct. 6, 2017

Recording Requested By and
When Recorded Return to:

HAWLEY TROXELL ENNIS & HAWLEY LLP
Attn: Paula Landholm Klukadel
P.O. Box 1617
Boise, Idaho 83701

247083

Custer County Reg of

Hawley Troxell Ennis & Hawley

Time 11:15A M Date 3/25 2013

Barbara C. Tierney, Clerk

Luan Baker, Deputy

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

MEMORANDUM OF OPTION

THIS MEMORANDUM OF OPTION ("Memorandum") is made as of the 25 day of February, 2013, by and between Niece Smiley Creek, LLC, an Idaho limited liability company, whose address is [] ("Niece"), and The Stanley Community Library District, an Idaho municipal corporation, whose address is 33 Ace of Diamonds Street, Stanley, Idaho 83278 ("Library District").

1. Niece and Library District have previously entered into that certain Lease Agreement ("Lease"), wherein Niece, as lessor, agreed to lease that certain commercial building ("Building") located at 240 Niece Avenue, Stanley, Idaho, to Library District, as lessee, for a term of eight (8) years commencing on January 1, 2012 and continuing until January 1, 2020, subject to the Library District's ability to terminate the Lease early based upon the Library District's non-appropriation ("Term"). The Lease also provides Library District an option ("Option") to purchase the Building and the underlying real property as more particularly described in Exhibit "A" attached hereto (collectively with the Building, the "Property"). This Memorandum summarizes the Option pursuant to Idaho Code Section 55-818 and incorporates by reference all of the terms and provisions of the Option.

2. Seller has granted the Library District the exclusive Option to purchase the Property during the Term.

3. The terms, conditions and provisions of the Option relating to the purchase of the Property shall extend to and be binding upon the heirs, executors, administrators, grantees, successors and assigns of the parties hereto for the duration of the Option.

4. In the event of any conflict between the Option and this Memorandum, the Option shall control.

SIGNATURES ON FOLLOWING PAGE

MEMORANDUM OF OPTION - 1

43843.0001.313211.3

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Niece Smiley Creek, LLC

By: Leon L. Jones 03/04/13
Title: President

The Stanley Community Library District

By: Philip / [Signature]
Title: Chairman, Library Board

MEMORANDUM OF OPTION - 2

43843.0001.3132041.3

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EXHIBIT A
LEGAL DESCRIPTION

**Lot 5A of A Lot Line Shift Plat Showing Lots 1B, 3A, 4A and 5A, Block 6, Stanley Townsite,
recorded on June 6, 2012, as Instrument No. 245686, records of Custer County, Idaho.**

EXHIBIT A

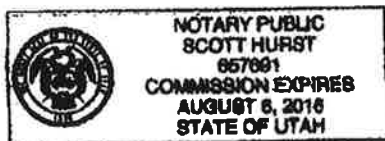
43843.0001.3132041.3

247083

Utah
STATE OF IDAHO)
) ss.
County of Weber)

On this 04 day of March, 2013, before me,
Scott Hurst a Notary Public in and for said State, personally
appeared Leon L. Jones, known or identified to me to be the managing member of Niede
Smiley Creek, LLC, or the person who executed the instrument on behalf of said limited liability
company and acknowledged to me that such limited liability company 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.



Scott Hurst
Notary Public for Idaho
Residing at Weber County, Ogden City
My commission expires 08/06/2016

Recording Requested By and
When Recorded Return to:

Paula L. Kluksdal
Hawley Troxell Ennis & Hawley LLP
P.O. Box 1617
Boise, ID 83701

247749

Custer County Reg. of

CC T

Time 4:00P M Date 8/16/2013

Barbara C. Henney, Clerk

Deputy

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered by and between NIECE SMILEY CREEK, LLC, an Idaho limited liability company, with an address of 344 W. Pleasant View Drive, Ogden, Utah 84414 ("Grantor"), and THE STANLEY COMMUNITY LIBRARY DISTRICT, a political subdivision of the State of Idaho, with an address of PO Box 239, Stanley, Idaho 83278 (the "Grantee").

Grantor is the fee simple owner of the following described real property in Custer County, Idaho:

Lot 4A, of A Lot Line Shift Plat showing Lots 1B, 3A, 4A, and 5A, Block 6, Stanley Townsite, recorded on June 6, 2012, as instrument No. 245686, records of Custer County, Idaho ("Lot 4A").

Grantee is the fee simple owner of the following described real property in Custer County, Idaho:

Lot 5A, of A Lot Line Shift Plat showing Lots 1B, 3A, 4A, and 5A, Block 6, Stanley Townsite, recorded on June 6, 2012, as instrument No. 245686, records of Custer County, Idaho ("Lot 5A").

Grantor has sold Lot 5A to Grantee. As part of the consideration for that purchase and sale, Grantor agreed to grant to Grantee certain easements and Grantee agreed to grant to Grantor certain easements as provided herein.

Grantor and Grantee, intending to be bound, agree as follows:

24 7/14/9

1. Grant of Easements.

a. Grantee's Utility Easements. Grantor hereby grants to Grantee for the benefit of Lot 5A appurtenant, perpetual and nonexclusive easements over, under and across those areas of Lot 4A depicted on Exhibit A attached hereto and incorporated herein by reference, as follows:

- i. An easement for a propane tank that services Lot 5A and underground lines in connection therewith and for Maintenance thereof (collectively, the "Propane Tank Easement");
- ii. An easement for a solar storage tank that services Lot 5A and underground lines in connection therewith and for Maintenance thereof (collectively, the "Solar Storage Tank Easement"); and
- iii. An easement for a well and well head that services Lot 5A and underground lines in connection therewith and for Maintenance thereof (collectively, the "Well Easement"); provided, however, Grantee shall not use such Well Easement unless and until the existing well on Lot 5A is required to be abandoned, in Grantee's sole and absolute discretion, because it no longer produces sufficient water to supply water for Lot 5A.

The Propane Tank Easement, Solar Storage Tank Easement, and Well Easement are collectively referred to herein as "Grantee's Utility Easements."

b. Grantor's Pedestrian Easement. Grantee grants Grantor for the benefit of Lot 4A, including Grantor's tenants, invitees, licensees and successors in interest, and the general public, an appurtenant, perpetual, nonexclusive pedestrian access easement only over the sidewalks and other constructed walkways currently existing on Lot 5A or which may be constructed by Grantee on Lot 5A ("Grantor's Pedestrian Easement"). Grantee agrees not to close Grantor's Pedestrian Easement off to the public or restrict pedestrian traffic in any way, now or in the future, except as reasonably necessary for maintenance or safety.

c. Grantor's Irrigation and Landscaping Easement. Grantee grants Grantor for the benefit of Lot 4A, an appurtenant, perpetual, and nonexclusive easement over, under and across only so much of Lot 5A as is necessary to irrigate and landscape Lot 5A and for Maintenance thereof (collectively, "Grantor's Irrigation and Landscaping Easement"); provided, however, Grantor's use of Grantor's Irrigation and Landscaping Easement shall not prevent or in any way interfere with Grantee's right to irrigate or landscape Lot 5A. Grantor's Pedestrian Easement and Grantor's Irrigation and Landscaping Easement are sometimes collectively referred to herein as "Grantor's Easements."

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d. No Fence on Lot 5A. In addition and as additional consideration for Grantee's Utility Easements, Grantee agrees not to place any fence on Lot 5A, either on the perimeter or interior.

2. Responsibility for Maintenance and Repair.

a. Grantee's Utility Easements. Grantee shall be required to perform, at its sole cost and expense, all Maintenance on for Grantee's Utility Easements. Grantee shall keep the equipment and improvements comprising the Solar Storage Tank system, the Propane Tank system and the Well system (collectively the "Systems") in good, operational condition and repair. For purposes of Section 1(a) and this Section 2(a), the term "Maintenance" shall be defined to include, without limitation, inspecting, maintaining, installing, removing, repairing and/or replacing any and all equipment and components, including without limitation any pipes, tanks, panels, wells and pumps, comprising the Systems. It is understood that Grantee's Utility Easements include access to Lot 4A for Maintenance, even if not depicted on Exhibit A. Grantee shall perform all Maintenance for Grantee's Utility Easements with minimal disturbance to Grantor and Lot 4A, in a good, professional and workmanlike manner and as quickly as commercially reasonable and shall restore, re-landscape or remediate any disturbed area on Lot 4A to its original condition prior to Grantee's Maintenance. Grantee shall give Grantor at least ten (10) business days advance written notice of all non-emergency Maintenance for Grantee's Utility Easements and notice as soon as reasonably possible for emergency Maintenance for Grantee's Utility Easements.

b. Grantor's Pedestrian Easement. Grantee, at its sole cost and expense, agrees to perform all Maintenance and keep Grantor's Pedestrian Easement in good, safe condition and repair and open to the public at all times (even when Grantee does not have hours of operation), subject to Section 1(b) herein. For purposes of this Section 2(b), the term "Maintenance" shall be defined to include, without limitation, inspecting, maintaining, installing, removing, repairing, and/or replacing Grantor's Pedestrian Easement.

c. Grantor's Irrigation and Landscaping Easement. Grantor shall be required to perform, at its sole cost and expense, all Maintenance on Grantor's Irrigation and Landscaping Easement. Grantor shall keep the irrigation equipment and improvements in good, operational condition and repair, and all landscaping shall be aesthetically pleasing. For purposes of Section 1(c) and this Section 2(c), the term "Maintenance" shall be defined to include, without limitation, inspecting, maintaining, installing, removing, repairing and/or replacing any and all irrigation equipment and improvements and landscaping for Grantor's Irrigation and Landscaping Easement. Grantor shall perform all Maintenance for Grantor's Utility Easements with minimal disturbance to Grantee and Lot 5A, in a good, professional and workmanlike manner and as quickly as commercially reasonable and shall restore, re-landscape or remediate any disturbed area on Lot 5A to its original condition prior to Grantor's Maintenance. Grantor shall give Grantee at least ten (10) business days advance written notice of all non-emergency Maintenance for Grantor's Irrigation and Landscaping Easement and notice as soon as reasonably possible for emergency Maintenance for Grantor's Irrigation and Landscaping Easement.

3. Termination of any Portion of the Easement. If Grantee's Utility Easements, any one of them, or any part of any one of them is no longer necessary for Lot 5A or has not used for a period of one (1) year (defined as any consecutive and complete twelve month period) or both, then Grantee's Utility Easements or any part thereof shall terminate only by Grantor and Grantee executing a termination agreement to be recorded in the real property records of Custer County, Idaho.

4. Right to Move or Relocate Easement Area. Grantor shall have the absolute right, without Grantee's consent, in Grantor's sole and absolute discretion, to move the location of any of the Grantee's Utility Easements or any portion of any one of them at Grantor's sole cost and expense; provided, however, Grantee's Utility Easements or any portion of any one of them remain within the bounds of the property described on Exhibit A and any move is conducted with only a commercially reasonable disturbance to Grantee, including as much advance notice as possible under the circumstances. Grantee shall only have the ability to move the location of any of Grantee's Utility Easements or any portion of any one of them within the bounds of the property described on Exhibit A with Grantor's express, advance, written consent. Grantee shall have the absolute right, without Grantor's consent, in the Grantee's sole and absolute discretion, to move the location of any of Grantor's Easements or any portion of any one of them at Grantee's sole cost and expense, as long as it is done with only a commercially reasonable disturbance to Grantor, including as much advance notice as possible under the circumstances.

5. Liability and Indemnity. Grantee shall defend, indemnify, release and hold Grantor, including Grantor's members, managers, independent contractors, employees and agents, and each of them, harmless from and against any and all Claims related to Grantee's Utility Easements; provided, however, Grantee shall not be liable to Grantor or any third party for, and Grantor shall defend, indemnify, release and hold Grantee, including Grantee's trustees, officers, directors, independent contractors, employees and agents, and each of them, harmless from and against any and all Claims arising out of or related in any way to Grantor's negligence or willful misconduct, including the negligence or willful misconduct of any of Grantor's members, managers, independent contractors, employees and agents, in connection with Grantee's Utility Easements. Grantor shall defend, indemnify, release and hold Grantee, including Grantee's trustees, officers, directors, independent contractors, employees and agents, and each of them, harmless from and against any and all Claims arising out of or related in any way to Grantor's Irrigation and Landscaping Easement; provided, however, Grantor shall not be liable to Grantee or any third party for, and Grantee shall defend, indemnify, release and hold Grantor, including Grantor's members, managers, independent contractors, employees and agents, and each of them, harmless from and against any and all Claims arising out of or related in any way to Grantee's negligence or willful misconduct, including the negligence or willful misconduct of any of Grantee's trustees, officers, directors, independent contractors, employees and agents, in connection with Grantor's Irrigation and Landscaping Easement. The term "Claims" shall mean and include, but not be limited to any and all attorney fees, awards, causes of action, claims, contracts, costs, damages, debts, demands, expenses, injuries, loans, losses, liabilities, litigation, judgments, notes, obligations, recoveries and/or rights, whether for personal injury and/or property damage, known or unknown, contingent or noncontingent, liquidated or unliquidated, asserted or which may be asserted. Grantor will name Grantee as an additional insured on any policies of liability insurance, and Grantee will name Grantor as a certificate holder on its Idaho

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Counties Risk Management Program ("ICRMP") policy of liability insurance, which shall include language substantially similar to the following: "If certificate holder is named as a party to a lawsuit solely because of its relationship with Grantee and not as a result of its own conduct, ICMRP will accept tender of its defense, until determination of liability." As a participant in an insurance pool, and a governmental entity, Grantor acknowledges that Grantee is subject to the Idaho Tort Claims Act, Idaho Code § 6-901 et seq., which limits liability for tort claims to \$500,000. The indemnities in this Section 5 shall survive the term of this Agreement.

6. Parties' Right to Use Property. During the term of the Agreement, except for Grantee's use of Grantee's Utility Easements for the purposes set out in this Agreement, Grantor shall have the sole and exclusive right to possession and use of Lot 4A, including any areas encumbered by Grantee's Utility Easements. During the term of the Agreement, except for Grantor's use of Grantor's Easements for the purposes set out in this Agreement, Grantee shall have the sole and exclusive right to possession and use of Lot 5A, including any areas encumbered by Grantor's Easements.

7. Lease. If Grantor leases all or any portion of Lot 4A to a third party, Grantor agrees that any lease must be subject to the terms of this Agreement.

8. No Third Party Beneficiary. There is no third party beneficiary of this Agreement.

9. Miscellaneous Provisions.

a. Entire Agreement. This document and all exhibits hereto are the entire Agreement.

b. Choice of Law and Interpretation. This Agreement shall be interpreted and enforced under the laws of the State of Idaho and any ambiguity will not be construed against the drafter.

c. No Waiver. No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.

d. Binding Effect. The Agreement shall inure to the benefit of Grantor, Grantee and each of their successors and assigns and shall be binding upon Grantor, Grantee and each of their successors and assigns, which shall be included in any reference to Grantor or Grantee in this Agreement.

e. Recordation and Effective Date. Upon the parties' full execution and delivery of the Agreement, Grantee shall record the Agreement against Lots 4A and 5A. The Agreement shall become effective at the time and on the date the Agreement is recorded in the real property records of Custer County, Idaho, at which time the Agreement will become a covenant that runs with, binds and encumbers Lot 4A for the benefit of Lot 5A and Lot 5A for the benefit of Lot 4A in perpetuity, unless and until this Agreement is amended or terminated in writing, signed by both Grantor and Grantee, acknowledged and recorded in the real property records of Custer County, Idaho.

f. Authority. The individuals executing this Agreement on Grantor's and Grantee's behalf represents that he or she is duly authorized to enter into, execute and deliver this Agreement in accordance with the controlling law, documents or any duly adopted resolution of a party.

g. Attorney Fees. The prevailing party in any dispute arising out of or related to this Agreement shall be entitled to its attorney fees by contract, regardless of whether litigation is instituted, and including without limitation on appeal or in bankruptcy court.

h. Notice. Any notice to be given or other documents to be delivered to either party by the other must be delivered in person or mailed, certified, return receipt requested, with postage prepaid, addressed to that party at the above address. Each party may, from time to time, by written notice to the other, designate a different address, which shall be substituted for the one specified above. If any notice or other document shall be sent by certified mail, it shall be deemed to have been delivered at the time of receipt.

[Signatures on following pages]

20171140

NIECE SMILEY CREEK, LLC

By Leon Jones
Leon Jones, Member

STATE OF IDAHO)
) ss.
County of Custer)

On this 15th day of August, 2013, before me, the undersigned, personally appeared Leon Jones, known or identified to me to be the Member of the limited liability company that executed the instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



[Signature]
Notary Public for Idaho
Residing: Ketchikan, Alaska
Commission Expires: Oct. 16, 2017

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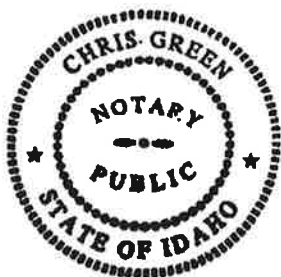
THE STANLEY COMMUNITY LIBRARY DISTRICT

By: Phillip Coonts
Phillip Coonts, Chairman of the Board of Trustees

STATE OF IDAHO)
) ss.
County of Ada)

On this 2nd day of July, 2013, before me, Chris Green, a Notary Public in and for said State, personally appeared Phillip Coonts, known or identified to me to be the Chairman of the Board of Trustees of The Stanley Community Library District, the library district that executed the within instrument or the person who executed the instrument on behalf of said library district, and acknowledged to me that such library 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.



Chris Green
Notary Public for Idaho
Residing at Brian, ID
My commission expires 3/20/2018

GALENA ENGINEERING, INC.

247549
CIVIL ENGINEERS AND LAND SURVEYORS

EXHIBIT A

LEGAL DESCRIPTION

FOR

GRANTEE'S UTILITY EASEMENTS

August 15, 2013

A parcel of land located within Lot 4A, Block 6, Stanley Townsite, Section 9, Township 10 North, Range 13 East, Boise Meridian, Custer County, Idaho, being more particularly described as follows:

Beginning at a 1/2" rebar at the southeast corner of said Lot 4A thence North 00° 44' 30" East, 44.66 feet along the east boundary of said Lot 4A to the TRUE POINT OF BEGINNING;

thence North 89° 23' 08" West, 153.10 feet to a point on the westerly boundary of said Lot 4A;
thence North 37° 31' 14" West, 2.75 feet along the westerly boundary of said Lot 4A to a 1/2" rebar;
thence North 24° 03' 21" West, 6.67 feet along the westerly boundary of said Lot 4A to a 1/2" rebar;
thence North 89° 23' 08" West, 40.99 feet along the westerly boundary of said Lot 4A to a 1/2" rebar;
thence North 00° 46' 27" East, 88.23 feet along the westerly boundary of said Lot 4A to a 1/2" rebar;
thence North 89° 23' 25" West, 1.50 feet along the westerly boundary of said Lot 4A to a 1/2" rebar;
thence North 00° 46' 00" East, 1.34 feet along the westerly boundary of said Lot 4A to a 1/2" rebar;
thence South 89° 23' 01" East, 126.04 feet along the northerly boundary of said Lot 4A to a 1/2" rebar, said point also being the northwest corner of Lot 5A, Block 6, Stanley Townsite;
thence South 00° 44' 30" West, 49.00 feet along the boundary common to said Lots 4A and 5A to a 1/2" rebar;
thence South 89° 23' 01" East, 74.00 feet along the boundary common to said Lots 4A and 5A to a 1/2" rebar;
thence South 00° 44' 30" West, 48.79 feet along the easterly boundary of said Lot 4A to the TRUE POINT OF BEGINNING.

Excepting the footprint of the north building, being more particularly described as follows:

Beginning at a 1/2" rebar at the southeast corner of said Lot 4A thence North 47° 31' 19" West, 110.00 feet to the TRUE POINT OF BEGINNING;

thence North 00° 44' 30" East, 64.42 feet;
thence North 89° 15' 30" West, 60.42 feet;
thence South 00° 44' 30" West, 80.42 feet;
thence South 89° 15' 30" East, 24.21 feet;
thence North 00° 44' 30" East, 16.00 feet
thence South 89° 15' 30" East, 36.21 feet to the TRUE POINT OF BEGINNING.



IDWR water right record identifies parcel as Lot 3 and 4 of Block 6 (not actually listed on the decree). However, Lot 3A and 4A are covered by water right license 71-10944. IDWR spatial data and water right POD shape identify the point of diversion for right 71-7019 as being located on Lot 5A (library property) per Water District 170 water master in 2007. It appears that water right 71-10944 is appurtenant to Lot 5A (library property) and ownership will be updated accordingly (per 2020 ownership change).



State of Idaho

DEPARTMENT OF WATER RESOURCES

Southern Region • 650 ADDISON AVE W STE 500 • TWIN FALLS, ID 83301-5858

Phone: (208)736-3033 • Fax: (208)736-3037 • Website: www.idwr.idaho.gov

Brad Little
Governor

Gary Spackman
Director

December 22, 2020

STANLEY COMMUNITY PUBLIC LIBRARY DISTRICT
PO BOX 230
STANLEY ID 83278-0230

Re: Change in Ownership for Water Right No(s): 71-7019

Dear Water Right Holder(s):

The Department of Water Resources (Department) acknowledges the receipt of correspondence changing ownership of the above referenced water right(s) to you. The Department has modified its records and has enclosed a computer-generated report for you.

Updating the ownership record for a water right does not reconfirm the validity of the right. When processing a Notice of Change in Water Right Ownership, the Department does not review the history of water use to determine if the right has been forfeited or deliberately abandoned through five years or more of non-use. To read more about water right forfeiture, including how to protect a water right from forfeiture, please see Idaho Code §§ 42-222 and 42-223.

Please note, water right owners are required to report any change of water right ownership and any change of mailing address to the Department within 120 days of the change. Reporting forms are available from any office of the Department, or from the Department's website.

If you have any questions concerning the enclosed information, please contact me at (208) 293-9916.

Sincerely,

Kent Aasa
Water Resource Agent, Senior

Enclosure(s)

Maline, Denise

From: Maline, Denise
Sent: Tuesday, November 24, 2020 4:17 PM
To: 'stanley.id.library@gmail.com'
Subject: Water Right Ownership Change
Attachments: Water right ownership change.pdf

Good afternoon,

The department has received the Notice of Change in Water Right Ownership for the Library's property in Stanley. However, the necessary conveyance documents were not included. (See #7 on the attached form). At your earliest convenience, can you please send me the necessary documents? This can be a Warranty Deed, Quitclaim deed, court decree, contract of sale, etc.; which includes the legal description of the property being transferred to the library.

You can either e-mail the documents to me, or send them via USPS. Either way is fine. Please contact me if you have any questions.

Thank you & Happy Thanksgiving,

Denise Maline, IDWR Twin Falls

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