

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

NOTICE OF CHANGE IN WATER RIGHT OWNERSHIP

RECEIVED ✓
DEC 06 2023
DEPT OF WATER RESOURCES
SOUTHERN REGION

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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
47-8144	Yes ☐	Yes ☐		Yes ☐	Yes ☐
47-4203	Yes ☐	Yes ☐		Yes ☐	Yes ☐
47-17169	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐
	Yes ☐	Yes ☐		Yes ☐	Yes ☐

2. Previous Owner's Name: College of Southern Idaho Junior College District, an Idaho community college district

Name of current water right holder/claimant

3. New Owner(s)/Claimant(s): City of Twin Falls, an Idaho municipal corporation

New owner(s) as listed on the conveyance document

Name connector ☐ and ☐ or

203 Main Ave. East

Twin Falls

ID

83301

Mailing address

City

State

Zip

Telephone

Email

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: 12/5/2023
6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
- o If no, attach evidence that written notice of the change of water right ownership has been delivered to the landowner of record.
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):
- o \$25 per *undivided* water right.
- o \$100 per *split* water right.
- o 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.

SUPPORT DATA

IN FILE # 47-4203

8. Signature: Ruth Pierce Mayor 12/5/2023

Signature of new owner/claimant

Title, if applicable

Date

Print name

Signature: _____

Signature of new owner/claimant

Title, if applicable

Date

Print name

Received by SG Date 12/6/2023 For IDWR Office Use Only: Receipt No. 5040006 Receipt Amt. \$75.00

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 BW ✓ Date 12/7/23

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged the COLLEGE OF SOUTHERN IDAHO, an Idaho community college district, formerly known as COLLEGE OF SOUTHERN IDAHO JUNIOR COLLEGE DISTRICT, the "Grantor", does hereby grant, sell and convey unto the CITY OF TWIN FALLS, an Idaho municipal corporation, whose mailing address is 203 Main Ave. East, Twin Falls, Idaho 83301, the "Grantee", the following described premises located in Twin Falls County, Idaho:

TOWNSHIP 10 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

Section 21: A parcel of land located in a portion of Southeast quarter of the Northeast quarter, being more particularly described as follows:

Commencing at the Northeast corner of Section 21; Thence South 00°18'29" East, 1316.44 feet to the Southeast corner of "Buena Vista Addition", said point lies North 00°27'55" West, 1323.34 feet from the East quarter corner of Section 21; Thence North 86°30'00" West, 780.72 feet (shown of record to be 780.74 feet) along the South boundary of "Buena Vista Addition", to THE REAL POINT OF BEGINNING of that parcel of land described in Deed Instrument #2000-006889;

Thence South 51°59'23" East, 94.20 feet (shown of record to be 94.36 feet);

Thence South 62°32'55" East, 59.16 feet (shown of record to be 59.02 feet);

Thence South 45°57'52" West, 339.77 feet (shown of record to be 369.59 feet more or less) to a point on the Rim of Rock Creek Canyon;

Thence along the Rim of Rock Creek Canyon and the boundary as shown on Survey Instrument #976873 as follows:

North 77°40'13" West, 40.78 feet;

North 20°45'21" West, 29.37 feet;

North 58°09'50" West, 44.22 feet;

North 45°00'30" West, 41.89 feet;

North 21°42'45" West, 40.31 feet;

North 59°04'02" West, 61.71 feet;

North 21°38'00" West, 25.55 feet;

North 45°52'56" West, 39.62 feet;

North 01°30'42" East, 38.76 feet;

North 12°36'56" West, 44.10 feet;

North 20°14'22" West, 34.86 feet;

North 43°11'37" West, 28.30 feet to a point on the Southerly boundary of "Buena Vista Addition";

Thence South 86°30'00" East, 381.45 feet (shown of record to be 376 feet) along the Southerly boundary of "Buena Vista Addition" to THE REAL POINT OF BEGINNING.

Together with all water rights appurtenant thereto, including but not limited to Water Rights Nos. 47-8144, 47-4203, and 47-17169.

TO HAVE AND TO HOLD the premises, with their appurtenances, unto the Grantee, its successors and assigns forever.

Grantor warrants that it is the owner in fee simple of the premises; that it has not conveyed any interest in the premises to any person other than Grantee; that the premises are free from all encumbrances created or suffered by Grantor; and that Grantor will warrant and defend the same against all lawful claims of all persons claiming by, through or under Grantor, SUBJECT TO the following:

1. Taxes and assessments for 2023 and subsequent years.
2. The land described herein is located within the district boundaries of the Twin Falls Canal Company and is subject to any assessments levied thereby.
3. Right of way for ditches, tunnels, telephone, and distribution lines constructed by authority of the United States, as granted to the United States under the provisions of Section 58-604 Idaho Code.
4. An easement, including the terms and conditions thereof, for the purposes shown below and rights incidental thereto as set forth in a/an Pole Line Easement.
Granted to: Idaho Power Company
Purpose: Right to construct, operate, maintain, reconstruct and remove electric transmission, distribution and telephone circuits, or any of them, and their appurtenances, attached to a single line of poles or other supports, with their incidental equipment
Recorded: July 2, 1930
Instrument No.: 227342, records of Twin Falls County, Idaho.
5. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey recorded January 4, 1991 as Instrument No. 980756, records of Twin Falls County, Idaho.
6. All matters, and any rights, easements, interests or claims as disclosed by Record of Survey recorded July 15, 2003 as Instrument No. 2003-018204, records of Twin Falls County, Idaho.

7. Terms, conditions, easements and, obligations, if any contained in a Unrecorded Lease Agreement dated February 27, 1979 and Addendum Agreement to Lease dated June 21, 1984 by and between Twin Falls Fish and Wildlife Conservation, Lessor and College of Southern Idaho, Junior College District, Lessee.

DATED THIS 5 day of December, 2023.

"GRANTOR"

COLLEGE OF SOUTHERN IDAHO
An Idaho Community College District,
aka COLLEGE OF SOUTHERN IDAHO JUNIOR COLLEGE DISTRICT

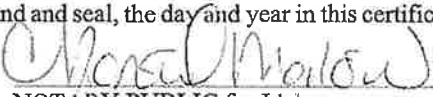

JEFFREY M. HARMON,
Vice President of Finance and Administration

STATE OF IDAHO)
 ss:
County of Twin Falls)

On this 5 day of December, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JEFFREY M. HARMON as Vice President of Finance and Administration for the COLLEGE OF SOUTHERN IDAHO, an Idaho community college district, formerly known as COLLEGE OF SOUTHERN IDAHO JUNIOR COLLEGE DISTRICT, known to me to be the person whose name is subscribed to the within and foregoing, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

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




NOTARY PUBLIC for Idaho

Residing at: Twin Falls

Commission Expires: 11/23/2026

MEMORANDUM OF AGREEMENT

BE IT REMEMBERED that COLLEGE OF SOUTHERN IDAHO, an Idaho community college district, formerly known as COLLEGE OF SOUTHERN IDAHO JUNIOR COLLEGE DISTRICT, hereinafter referred to as "CSI" and the CITY OF TWIN FALLS, an Idaho municipal corporation, hereinafter referred to as "CITY", have entered into an Agreement pertaining to certain real property located in Twin Falls County, Idaho, more particularly described on **EXHIBIT A** attached hereto, which is being conveyed by CSI to the City ("Real Property"). The parties acknowledge that the Real Property is being conveyed by CSI to the City subject to the following condition which was contained in paragraph 5 of the Agreement whereby CSI acquired ownership of the Real Property from Twin Falls Fish and Wildlife Conservation Corporation, an Idaho nonprofit corporation, formerly known as Southern Idaho Fish and Game Association, sometimes doing business as Twin Falls Wildlife Federation, dated as of the 21st day of February, 2017, and amended by First Amendment to Agreement dated the 28th day of February, 2017 ("Priebe Agreement"):

"5. **Use of Property.** Grantee shall continue to utilize the Real Property and Water Rights for aquaculture and related educational programs, conducted in the manner in which it has conducted those program [sic] historically. If Grantee determines, in the exercise of its discretion at any time, that it is reasonably impractical to continue to conduct aquaculture and related educational programs on the Real Property, Grantee shall then operate the Real Property and Water Rights as a park for the benefit of the public."

The parties acknowledge that the City of Twin Falls, Idaho, a municipal corporation, will be bound by this provision as successor in interest when the Real Property is conveyed to the City.

DATED this 5th day of December 2023.

COLLEGE OF SOUTHERN IDAHO
An Idaho Community College District,
fka COLLEGE OF SOUTHERN IDAHO JUNIOR COLLEGE DISTRICT


JEFFREY M. HARMON,
Vice President of Finance and Administration

CITY OF TWIN FALLS
An Idaho Municipal Corporation

RUTH PIERCE, Mayor

STATE OF IDAHO)
)
 ss:
 County of Twin Falls)

On this 5 day of December, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared JEFFREY M. HARMON, as Vice President of Finance and Administration for the COLLEGE OF SOUTHERN IDAHO, an Idaho community college district, formerly known as COLLEGE OF SOUTHERN IDAHO JUNIOR COLLEGE DISTRICT, known to me to be the person whose name is subscribed to the within and foregoing, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that he executed the same in such capacity.

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



Chantil Marlow
NOTARY PUBLIC for Idaho
Residing at: Twin Falls
Commission Expires: 11/23/2026

STATE OF IDAHO)
)
 ss:
 County of Twin Falls)

On this 5 day of December, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared RUTH PIERCE, as Mayor of the CITY OF TWIN FALLS, an Idaho municipal corporation, known to me to be the person whose name is subscribed to the within and foregoing instrument, and who acknowledged to me that she executed the same in such capacity.

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



Chantil Marlow
NOTARY PUBLIC for Idaho
Residing at: Twin Falls
Commission Expires: 11/23/2026

EXHIBIT A

TOWNSHIP 10 SOUTH, RANGE 17 EAST OF THE BOISE MERIDIAN, TWIN FALLS COUNTY, IDAHO

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IDAHO DEPARTMENT OF
WATER RESOURCES

Southern Region • 650 Addison Ave W, Suite 500 • Twin Falls, ID 83301-5858

Phone: 208-736-3033 • Fax: 208-736-3037 • Email: southerninfo@idwr.idaho.gov • Web: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

December 07, 2023

CITY OF TWIN FALLS
203 MAIN AVE E
TWIN FALLS ID 83301-6230

Re: Change in Ownership for Water Right No(s): 47-4203, 47-8144, and 47-17169

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) 736-3033.

Sincerely,

Benny Walker
Senior Water Resource Agent,

Enclosure(s)

Cc: TitleFact, INC. No. 78488