

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED
MAR 07 2024
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 #7 of the instructions.

Water Right/Claim No.	Split?	Leased to Water Supply Bank?	Water Right/Claim No.	Split?	Leased to Water Supply Bank?
37-20831	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: City of Hailey
Name of current water right holder claimant
3. New Owner(s), Claimant(s): Blaine County School District #61
New owner(s) as listed on the conveyance document Name connector ☐ and ☐ or
- 118 W Bullion St Hailey ID 83333
Mailing address City State Zip
- 208-578-5000 _____
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: 2/1/2021
6. Do you own the land identified as the water right place of use? Yes ☐ No ☐
☐ 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 description).
☒ 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: James A. Foudly BCSD Superintendent 3-4-24
Signature of new owner claimant Title, if applicable Date
James Foudly
Print name

Signature: _____
Signature of new owner claimant Title, if applicable Date

Print name

Received by: Megan J Date: 3/7/24 For IDWR Office Use Only: Receipt No. C117902 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 _____ Date _____

Order No. 17574

ARB 42

WARRANTY DEED

FOR VALUE RECEIVED

EMB -Halley L.P., a California limited partnership

GRANTOR(s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

Blaine County School District No. 61, an Idaho Corporate Polittic

GRANTEE(s) whose address is: P. O. Box 1008, Halley, ID 83333

the following described real property in Blaine County, Idaho, to wit:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

BLAINE CO. REQUEST

OF SAWTOOTH TITLE

1993 NOV -5 P 1:41

358738

6-2

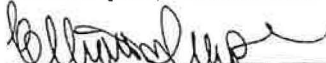
Deed

Subject To: Taxes, easements, restrictions and encumbrances of record.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's 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 encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: August 18, 1993

EMB -Halley L.P., a California limited partnership

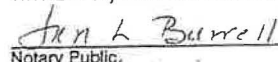


By: Elliott M. Caplow, President of
E.M. Caplow & Associates, Inc., GP

State of Idaho
County of Blaine

On this November 5, 1993, before me, the undersigned, a notary public in and for said State, personally appeared Elliott M. Caplow personally known or identified to me to be the person(s) who executed the within instrument as President, on behalf of E.M. Caplow & Associates, Inc. the corporation therein named, and acknowledged to me that said corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors, said corporation being known to me to be the general partner of EMB - Halley L.P., a California limited partnership the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.



Notary Public

Residing at

Commission Expires

Halley 2-18-98



EXHIBIT "A" to Warranty Deed - EMB to Blaine County School District

TOWNSHIP 2 NORTH, RANGE 18 EAST, BOISE MERIDIAN, BLAINE COUNTY, IDAHO:

SECTION 4: A parcel of land lying within said section and being more particularly described as follows:

COMMENCING at the bar marking the South 1/4 corner of said Section 4, which bears N. 89° 40' 43" W., 2608.05 feet from the Southeast corner of said Section 4, and which bar is the REAL POINT OF BEGINNING; thence
N. 89° 33' 39" W., 353.93 feet to a point; thence
N. 28° 27' 37" W., 63.12 feet to a point; thence
490.09 feet along a curve to the right with a radius of 360.00 feet, a central angle of 78° 00' 00" and a chord which bears N. 10° 32' 23" E., 453.11 feet to a point; thence
N. 49° 32' 23" E., 100.00 feet to a point; thence
511.78 feet along a curve to the left with a radius of 380.00 feet, a central angle of 77° 09' 58" and a chord which bears N. 10° 57' 24" E., 473.97 feet; thence
N. 27° 37' 34" W., 101.61 feet to a point; thence
111.99 feet along a curve to the right with a radius of 360.00 feet, a central angle of 17° 49' 24", and a chord which bears N. 18° 42' 52" W., 111.54 feet; thence
N. 09° 48' 10" W., 250.00 feet to a point; thence
39.33 feet along a curve to the right with a radius of 25.00 feet, a central angle of 90° 08' 18", and a chord which bears N. 35° 15' 59" E., 35.40 feet; thence
221.51 feet along a curve to the left with a radius of 330.00 feet, a central angle of 38° 27' 34", and a chord which bears N. 61° 06' 21" E., 217.38 feet; thence
S. 59° 00' 33" E., 115.96 feet to a point; thence
S. 47° 45' 19" E., 160.00 feet to a 5/8" bar; thence
S. 38° 45' 19" E., 331.92 feet to a 5/8" bar; thence
S. 23° 12' 00" E., 283.42 feet to a 5/8" bar; thence
S. 21° 34' 58" W., 547.13 feet to a 5/8" bar; thence
S. 06° 18' 25" E., 418.86 feet to a 5/8" bar; thence
N. 89° 40' 43" W., 332.38 feet to the REAL POINT OF BEGINNING.

COPY

RECEIVED

Mar 20, 2024

DEPARTMENT OF
WATER RESOURCES

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered into between and among BLAINE COUNTY SCHOOL DISTRICT NO. 61 (hereinafter "District"), E.M.B. HAILEY, a California limited partnership (hereinafter "E.M.B."), and the CITY OF HAILEY, a municipal corporation (hereinafter "City").

RECITALS

WHEREAS, E.M.B. is the owner of certain real property situated in the north end of Hailey, Idaho, commonly known and referred to as the Northridge property, consisting of approximately one hundred thirty-five (135) acres in Township 2 North, Range 18 East, Boise Meridian, Blaine County, Idaho (hereinafter referred to as the "Northridge Project"); and

WHEREAS, the District desires to purchase approximately twenty-one (21) acres from the Northridge Project ("School Parcel"), and has contracted to do so pursuant to an agreement of compromise and settlement dated March 9, 1993, which was entered into pursuant to the settlement of an eminent domain proceeding between the District and E.M.B.; and

WHEREAS, E.M.B., in concert with the District, has filed an application to subdivide the Northridge Project to permit the sale of the above-referenced twenty-one (21) acres to the District, and has also filed an application to rezone that parcel to accommodate the construction of a middle school by the District; and

WHEREAS, E.M.B. has pending before the City additional applications for rezones to permit higher densities on other portions of the Northridge Project; and

WHEREAS, the City seeks certain assurances, improvements, and impact fees relating both to the School Parcel and other portions of the Northridge Project as a condition precedent to the consideration of subdivision and rezone approvals sought by the District and EMB;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. References herein contained to roads, intersections, bicycle path (Wood River Trail System), the School Parcel, and other parcels within the Northridge Subdivision shall be deemed consistent with those shown on the Master Plan for the Northridge Subdivision P.U.D. prepared by EHM Engineers, Inc., a copy of which is attached hereto as Exhibit "A"; provided, however, that the parties acknowledge and agree that said Master Plan may in the future be amended and is employed in this agreement simply for explanatory and illustrative purposes.

2. District will construct, at its own cost, an eighty (80) foot improved right-of-way and street, to prevailing city standards, extending from the current northern boundary of Second Avenue to its intersection with Centennial Avenue, including the cost of one-half (1/2) of the intersection. District agrees to pay for said improvements and undertake the construction of the road, provided, however, if E.M.B. Hailey, for purposes of developing its property, commences said road construction before the District requires it, the District agrees to reimburse E.M.B. for the cost of said improvements, within sixty (60) days from the date when properly

documented reimbursement requests are submitted to it by E.M.B. Said street shall be completed prior to occupancy of the new middle school by the District.

3. E.M.B. will construct at its own cost Centennial Avenue, including an eighty (80) foot right-of-way and a paved road to prevailing city road standards, extending from Buttercup Road west to the intersection of Centennial and Second Avenue, including the cost of one-half (1/2) of said intersection. Said street shall be completed prior to occupancy of the new middle school by the District.

4. District agrees to construct, upon a time schedule approved by the City, approximately twelve (12) acres of athletic fields and recreation facilities on the School Parcel, to be used primarily for school purposes. Said athletic fields and recreation facilities shall be improved and maintained by the District, and shall be operated by the City of Hailey and may be used by the public during the summer period when school is not in session, subject to coordinating with the School District any School District use for School District programs and events. During its period of summertime operation, City shall maintain the athletic fields and recreation facilities and reimburse School District for any repairs or damages arising from City of Hailey use and maintenance.

The approximately 12 acres of athletic fields and recreation facilities referred to hereinabove shall satisfy all impact assessments and requirements for public open space, parks and recreation facilities related to the Northridge Project, but in the event E.M.B. or any successor proposes developments for any portions of the Northridge Project which contain single family lots less than 8000 square feet in area

or which contain multi-family uses or structures, it is understood and agreed that the City retains all of its rights to require private open space in connection therewith for the exclusive use and enjoyment of the residents of said developments and their guests and invitees.

5. The City agrees to allow the District to irrigate the above-referenced athletic fields and recreation facilities with city water, and to allow the District to hook up and utilize city water for school operating purposes, subject to all Department of Water Resources' approvals which may be required.

6. City, as a condition to granting subdivision and rezone approval for the development of the middle school on the School Parcel, requires that E.M.B. Hailey and the District construct a well or wells designed to provide flows to the Northridge Project in the amount of two thousand (2,000) gallons per minute, to be constructed in general conformity with the cost estimate and specifications prepared by EHM Engineers, Inc., and attached hereto as Exhibit "B". Said well or wells, and related facilities, improvements, and costs, are hereinafter referred to as the "Northridge Well", and shall be constructed according to final plans and specifications approved by the City, which shall include the looping of the water lines serving the Northridge III Subdivision. The estimated cost of the Northridge Well is \$282,822 as itemized in Exhibit "B", plus the actual cost of any land necessary for the said well and required well protection area; provided if said land is obtained from E.M.B. Hailey, it shall be valued at \$20,000 per acre. The Northridge Well shall be constructed and connected to the existing water distribution system at the expense of E.M.B. Hailey,

and the District; provided, however, that the City, in good faith, shall consider participation in defraying the cost of said well or wells through future impact fees for water supplies it may impose on new subdivisions within the City of Hailey, and provided, further, that the amounts, if any, contributed or reimbursed by the City shall be solely within the discretion of the City, and shall diminish the expenses for said Northridge Well incurred or obligated to be incurred by the District and E.M.B in proportion to their respective obligations (i.e. 25% credited to the District and 75% credited to E.M.B.).

The Northridge Well shall be constructed by August 15, 1996, or prior to the occupancy of the new middle school by District, whichever shall first occur. Subject to prior approval by the City and the District of construction plans, E.M.B. shall be responsible in the first instance for the installation of the Northridge Well; provided, however, that upon its completion, the District shall, within sixty (60) days from the date when properly documented reimbursement requests are submitted to District, reimburse E.M.B. for twenty-five percent (25%) of the cost of said Northridge Well.

The Northridge Well shall satisfy all impact assessments and requirements related to the Hailey municipal water system in connection with the development of the Northridge Project; provided that for any building or structure proposed on the Northridge Parcel that requires fire flows exceeding those available from the Hailey municipal system, the City may require the Developer thereof to provide the necessary additional water supplies.

7. E.M.B. and District agree to dedicate the roads constructed by each of them to the City of Hailey, upon completion of all roads within the subdivision.

8. It is agreed by the City and the District that the obligation of E.M.B. to construct Centennial Avenue from Buttercup Road to Second Avenue anticipates, and is contingent upon, an ongrade surface crossing of the existing bicycle path located immediately east of Buttercup Road and identified on the Master Plan (Exhibit "A") as the Wood River Trail System.

9. District agrees that if, for any reason whatsoever, after taking title to the School Parcel, it is unable to construct the middle school and its related improvements, and the District conveys the School Parcel to a third party, then the School Parcel's zoning shall revert to LR-2 from GR. This provision will be binding upon the District's successors and assigns.

10. This development agreement is conditioned on final plat approval for the subdivision and rezone relating to the School Parcel, which is required for the sale of said parcel from E.M.B. to the District and its subsequent development as a middle school.

11. This Development Agreement shall inure to the benefit and be binding upon the heirs, successors, or assigns of each of the parties to this Agreement.

12. This Development Agreement replaces and supersedes that certain Subdivision Improvements Agreement executed by and between the City of Hailey and Robert Newson, dated June 8, 1981, and recorded on May 21, 1992, as

instrument No. 341050, records of Blaine County, Idaho, which Subdivision
Improvements Agreement is hereby rescinded and canceled.

DATED this 5 day of November, 1993.

BLAINE COUNTY SCHOOL DISTRICT
NO. 61

By *Donna C. Flickinger*
Its *Chairperson*

E.M.B. HAILEY, a California limited partnership

E.M. CAPLOW & ASSOC., GEN'L PARTN
By *[Signature]*
Its *Pres.*

CITY OF HAILEY, a municipal corporation

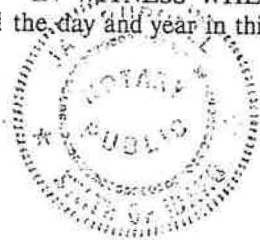
COPY

By *[Signature]*
Its *Mayor*

STATE OF IDAHO)
)ss.
County of Blaine)

On the 5th day of November, 1993, before me, a Notary Public, in and for said County and State, personally appeared Kenn C. Finkinger, known or identified to me to be the Chairperson for the Blaine County School District No. 61, and the individual whose name is subscribed to the within instrument, and acknowledged to me that he 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.



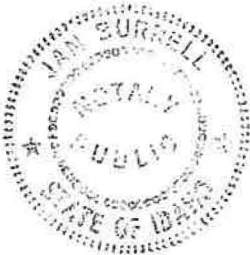
Jan L. Burrell
NOTARY PUBLIC FOR IDAHO
Residing at: Hailey
My commission expires: 2-18-98

Idaho
STATE OF ~~CALIFORNIA~~)
)ss.
County of Blaine)

COPY

On the 5th day of November, 1993, before me, a Notary Public, in and for said County and State, personally appeared E.M. Caplow, President, E.M. Caplow & Associates, known or identified to me to be the General Partner of E.M.B. Hailey, and the individual whose name is subscribed to the within instrument, and acknowledged to me that he 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.



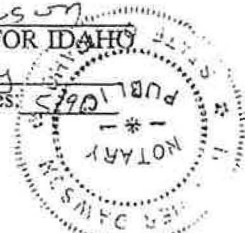
Jan L. Burrell
NOTARY PUBLIC FOR CALIFORNIA
Residing at: Hailey
My commission expires: 2-18-98

STATE OF IDAHO)
)ss.
County of Blaine)

On this 15th day of November, 1993, before me, a Notary Public, in and for said County and State, personally appeared R. Keith Roark, known or identified to me to be the Mayor of the City of Hailey, the municipal corporation that executed the foregoing instrument, and acknowledged to me that such municipal corporation 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.

Hanther Dawson
NOTARY PUBLIC FOR IDAHO
Residing at: Hailey
My commission expires: 5/90



08029304.JER

COPY

BLAINE CO. REQUEST

OF City of Hailey

1993 DEC 28 P 4:31

MARY GREEN, CLERK
FEES \$

360594

Agreement

DEVELOPMENT AGREEMENT - 9

35th

Cost Estimate
for
Northridge Well

16 Inch Diameter Well

Mobilization	1 LS @ 3,000.00 =	\$ 3,000.00
Well Drilling	140 LF @ 75.00 =	\$ 10,500.00
Well Casing	140 LF @ 30.00 =	\$ 4,200.00
150 HP Pump/Motor(1500 GPM)	1 LS @21,000.00 =	\$ 21,000.00
Well Column	1 LS @ 9,000.00 =	\$ 9,000.00
Surface Seal	1 LS @ 3,000.00 =	\$ 3,000.00
Well Development	1 LS @12,000.00 =	\$ 12,000.00
Test Pumping	Subtotal	\$ 62,700.00

12 Inch Diameter Well

Well Drilling	140 LF @ 40.00 =	\$ 5,600.00
Well Casing	140 LF @ 12.00 =	\$ 1,680.00
50 HP Pump/Motor(500 GPM)	1 LS @ 4,100.00 =	\$ 4,100.00
Well Column	1 LS @ 4,400.00 =	\$ 4,400.00
Surface Seal	1 LS @ 2,000.00 =	\$ 2,000.00
Well Development/Test	1 LS @ 3,000.00 =	\$ 3,000.00
Piping to Pumphouse	300 LS @ 25.00 =	\$ 7,500.00
	Subtotal	\$ 28,280.00

Pump House

384 SF Building	384 SF @ 60.00 =	\$ 23,040.00
Building Electrical	1 LS @ 3,500.00 =	\$ 3,500.00
Pump Electrical	1 LS @10,000.00 =	\$ 10,000.00
Pump Control Panel (2Pumps)	1 LS @ 9,000.00 =	\$ 9,000.00
Pumphouse Plumbing	1 LS @30,000.00 =	\$ 30,000.00
	Subtotal	\$ 75,540.00

Miscellaneous

Electrical Supply (Allowance)	\$ 13,000.00
Engineering	\$ 18,000.00
Telemetry	\$ 7,500.00
	Subtotal

Total Water Supply Cost	\$205,020.00
Plus 10% Incidentals	\$ 20,502.00
TOTAL	\$225,522.00

Tie to Buttercup Water Main

14" Watermain	1400 LF @ 32.00 =	\$ 44,800.00
Valves/Fittings		\$ 7,500.00
		\$ 57,300.00

TOTAL COSTS	\$282,822.00
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EXHIBIT B

EXHIBIT "A"

E.H.M.



MASTER PLAN

--FOR--

Northridge Subdivision P.U.D.

**CITY OF HAILEY
RESOLUTION NO. 2019-097**

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HAILEY AND THE BLAINE COUNTY SCHOOL DISTRICT CONTEMPLATING THE EXCHANGE OF CERTAIN REAL PROPERTY AND CITY ACCEPTANCE OF A CASH PAYMENT IN THE AMOUNT OF ONE HUNDRED TWENTY-SEVEN THOUSAND FIVE, FOR THE DIFFERENCE IN VALUE THEREOF.

WHEREAS, the City desires real property for purposes of meeting its long-term snow storage needs, and

WHEREAS, BCSD owns such real property, but desires water rights for irrigation purposes, and

WHEREAS, the city owns water rights, and associated improvements upon certain real property, to facilitate distribution of same.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HAILEY, IDAHO THAT THE MAYOR IS AUTHORIZED TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HAILEY AND THE BLAINE COUNTY SCHOOL DISTRICT CONTEMPLATING THE EXCHANGE OF CERTAIN REAL PROPERTY AND CITY ACCEPTANCE OF A CASH PAYMENT IN THE AMOUNT OF ONE HUNDRED TWENTY-SEVEN THOUSAND FIVE, FOR THE DIFFERENCE IN VALUE THEREOF.

Passed this 10th day of October, 2019.

City of Hailey


Fritz X. Haemmerle, Mayor

ATTEST:


Mary Cone, City Clerk



MEMORANDUM OF UNDERSTANDING

BLAINE COUNTY SCHOOL DISTRICT and THE CITY OF HAILEY

(Real Property Exchange)

This Memorandum of Understanding ("MOU") contemplating the exchange of real property is hereby entered into by and between Blaine County School District, hereinafter referred to as the ("District"); and the City of Hailey, hereinafter referred to as the "City". The City and District may hereinafter be collectively referred to as "Parties".

RECITALS

- COPY**
- A. The City is a municipal corporation and political subdivision of the State of Idaho and has authority to enter into this Agreement. Fritz X. Haemmerle is the duly acting Mayor of Hailey. The Hailey City Council has authorized the Mayor to execute this MOU.
 - B. The District is a body corporate and politic organized under the laws of the State of Idaho in the business of providing public education. Ellen Mandeville is the acting Chair of the District. The Board of Trustees for the District has authorized the Chair to execute this MOU.
 - C. The District currently owns a 28-acre parcel of property along the south side of Croy Creek Road, ("Croy Property") that has an appraised value of four hundred sixty-six thousand dollars, (\$466,000), a legal description of which is attached hereto and marked as **Exhibit A**.
 - D. The City owns an irrigation ground water right (Water Right No. 37-20831) with a place of use located on approximately 9 acres of real property owned by the District, known as the Middle School athletic fields ("Middle School") and said water right has a point of diversion on real property owned by the City, ("Northridge Lot") as depicted on attached **Exhibit B**.
 - E. Said Water right is the subject of an MOU between the parties, effective September 14 2016, adopted by the City by Resolution No 2016-118, whereby the District constructed improvements that belong to the City as part of lease agreement for use of said water right; consideration of future land and water exchanges; containing an option to purchase said water right, but not the underlying real property, for one hundred eighty thousand dollars (\$180,000), said MOU is attached hereto as **Exhibit C**.
 - F. The City owned Water right and improvements thereto are located on the City owned Northridge Lot. The Northridge Lot has an appraised value of One Hundred Thirty-

Five Thousand (\$135,000). The improvements thereto have an approximate value of Forty Thousand (\$40,000).

- G. The Croy Property is more particularly valuable to the City for use as a snow storage site than for any beneficial use by the District; while water right 37-20831, the Northridge Lot, and improvements thereto, are more particularly valuable to the District than to the City.
- H. The District is in need of an additional 9.5 acres of water rights for purposes of watering Nelson Field plus an additional 2.4 acres of water right for additional irrigation area at the Middle School. The City currently has excess water right available within Water Right No. 37-22019 and has an interest in utilizing less potable municipal water for school irrigation purposes. The parties have agreed, for purposes of this MOU, that the value of these water rights, shall be twenty thousand dollars (\$20,000), per acre.
- I. Idaho Code sections 50-1401 et seq. and 33-601 allow a municipality and a school district to exchange real property, after appraisal, with or without consideration, if the respective public entities, after due deliberation through public hearing process finds that its best interests will be served thereby.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals which are incorporated below, and the mutual covenants, promises, agreements, terms and conditions set forth herein, the parties covenant and agree as follows:

EXTENSION OF CURRENT MOU: The MOU between the parties, effective September 16, 2016, which MOU contains as a principal component a lease of and use of Water Right No. 37-20831, shall be, and is hereby, extended for a period of one (1) year, such that the expiration date shall be at midnight on October 31, 2020, which said extension is intended to allow the parties to satisfy the contingencies provided hereafter. The extension of the current MOU dated September 16, 2016, is independent of the subject MOU contemplating the exchange of real property, and remains in full force and effect regardless of satisfaction of the CUP contingency set forth below. Stated in the alternative, even if no CUP is granted for the Croy Property for snow storage purposes, and the remainder of this Agreement is therefore not carried out as contemplated herein, the extension of the MOU expiration date set forth in this paragraph shall nonetheless remain effective.

CONTINGENCIES

CONTINGENT ON BLAINE COUNTY ISSUANCE OF CUP: The District has previously authorized the City to apply for a conditional use permit, (CUP) for use of the Croy Creek property as a snow storage site, issuance of which, on terms fully and subjectively acceptable to the City at its sole discretion, this agreement is conditioned upon; such that if said CUP, on terms and conditions acceptable to the City is not issued, no exchange of property under this agreement shall occur.

UPON SATISFACTION OF THE CONTINGENCIES EXPRESSED HEREINABOVE THE PARTIES SHALL UNDERTAKE THE FOLLOWING ACTIONS WITH DUE DILIGENCE;

1. CITY SHALL TRANSFER DEEDS FOR REAL PROPERTY "NORTHRIDGE LOT" TO THE DISTRICT.
2. THE DISTRICT SHALL TRANSFER DEED TO REAL PROPERTY "CROY PROPERTY" TO THE CITY.
3. CITY TO TRANSFER THE ENTIRE WATER RIGHT NO 37-20831
4. CITY TO TRANSFER 11.9 ACRES OF WATER UNDER WATER RIGHT NO.37-22019.
5. THE DISTRICT SHALL TRANSFER TO THE CITY ONE HUNDRED TWENTY-SEVEN THOUSAND DOLLARS, OR ASSETS MUTUALLY AGREEABLE TO THE PARTIES, REPRESENTING THE APPROXIMATE DIFFERENCE IN VALUE IN THE EXCHANGED PROPERTY.
6. CITY SHALL PERMIT THE DISTRICT TO USE EXCESS SNOW STORAGE CAPACITY AT THE CROY PROPERTY, ON TERMS AGREED TO BY THE PARTIES ON A YEAR TO YEAR BASIS.
7. MISCELLANEOUS PROVISIONS:
 - a. Authority. Each Party warrants that the person signing this Contract is duly authorized to bind the Party.
 - b. Preparation of Contract. No presumption shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of the document.
 - c. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
 - d. Waiver. No waiver of any breach by either party of the terms of this Contract shall be deemed a waiver of any subsequent breach of the Contract.
 - e. No Third Party Beneficiaries. This Agreement shall not create any rights or interest in any third parties.
 - f. Attorney's Fees. In the event either party hereto is required to retain counsel to enforce a provision of this Agreement, to recover damages resulting from a breach hereof or if either party defaults in the performance of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable attorney's fees incurred herein or on appeal.
 - g. Entire Agreement/Waiver of Default. The Parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or

understandings not incorporated herein are excluded. The Parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver or breach of any provision of the Contract shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract.

- h. Partial Invalidity. In the event any portion of this Contract shall be determined by any court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions of this Contract, or parts hereof, shall remain in full force and effect.
- i. Severability. Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.
- j. Further Action. The parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement.
- k. Remedies. The rights and remedies provided by this Contract are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this Contract are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- l. Amendment. No amendment of this Contract shall be effective unless the amendment is in writing, signed by each of the Parties.
- m. Law governing. This Contract shall be construed in accordance with the laws of the State of Idaho.
- n. Recitals Incorporated. The recitals set forth in this Contract are hereby incorporated herein by reference.

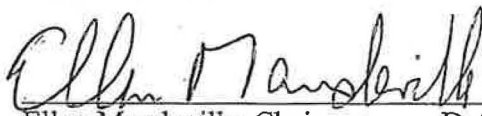
IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding the day and year written above.

APPROVALS:

THE PARTIES HERETO have executed this instrument.

Executed and effective by the undersigned parties as of the date signed.
DATED this 10 day of October, 2019.

Blaine County School District No. 61, Idaho:

 10/10/2019
Ellen Mandeville, Chairman Dated

COPY

City of Hailey:

 10/16/19
Fritz Haemmerle, Mayor Dated

Attest:

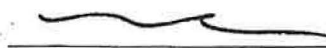

Mary Cone, City of Hailey Clerk



Exhibit A

Lot 2 of Croy Canyon Ranch Subdivision I, recorded under instrument number 538769, records of Blaine County, Idaho

COPY

Exhibit B

Lot 1 Block 15 of Northridge VI Subdivision, recorded under instrument number 418334, records of Blaine County, Idaho

COPY

EXHIBIT C

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made this 14th day of September, 2016 ("Effective Date"), by and between the City of Hailey ("City") and the Blaine County School District No. 61 ("District").

RECITALS

A. The City is a municipal corporation and political subdivision of the State of Idaho, and has authority to enter into this Agreement. Fritz X. Haemmerle is the duly acting Mayor of Hailey. The Hailey City Council has authorized the Mayor to execute this MOU.

B. The District is a body corporate and politic organized under the laws of the State of Idaho in the business of providing public education. Shawn Bennion is the duly acting Chair of the District. The Board of Trustees for the District has authorized the Chair to execute this MOU.

C. The City owns an irrigation ground water right (Water Right No. 37-20831) ("Water Right") with a place of use located on real property owned by the District, known as the Middle School athletic fields (approximately 9 acres) and from a point of diversion owned by the City, as depicted on attached Exhibit "A."

D. The District has been irrigating the Middle School athletic fields with potable water from the City municipal water system and wishes to replace the water from the municipal potable water system with the Water Right.

E. To better develop the Water Right, a pump at the place of diversion, piping and accessory equipment, including a water vault and water meter (collectively referred to as "Improvements") must be constructed to pump the Water Right from the point of diversion and divert the Water Right to the Middle School athletic fields.

F. The City and the District believe it will be in their best interest to allow the District to develop the Water Right by constructing the Improvements to allow the pumping of the Water Right from the point of diversion and the diversion of the Water Right to the Middle School athletic fields. In exchange, the City will not charge any fee for the use of the Water Right during the term of this MOU.

G. The City and District have previously discussed exchanges of land and water. The parties agree to continue discussions allowing for the exchange of interests in land and water to accommodate future water use by the District in exchange of land.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals which are incorporated below, and of the mutual covenants, promises, agreements, terms and conditions set forth herein, the parties covenant and agree as follows:

MEMORANDUM OF UNDERSTANDING/1

1. Construction of Improvements. On or before November 30, 2016, weather permitting, the District agrees, at its sole expense, to construct the Improvements to divert the Water Right to the Middle School athletic fields. The District shall also, at its sole expense, construct a water vault and meter within the McKercher Boulevard right-of-way contiguous with the lot line of the Middle School athletic fields. Title to the Improvements located on city property and within the right-of-way for McKercher Boulevard, including the water vault and water meter ("City Improvements") shall belong to the City, while title to the Improvements on the Middle School athletic fields shall belong to the District ("District Improvements"). The City Improvements shall be constructed according to applicable City and state standards. Before the Water Right is diverted, the City shall inspect the City Improvements to ensure the City Improvements are constructed in accordance with the applicable standards.

2. Lease Term. The term of this MOU shall commence on the Effective Date and expire at midnight on October 31, 2019 ("Term").

3. Consideration. During the Term, the City shall not charge the District for use of the Water Right. After the expiration of the Term and if the District does not exercise the option to purchase described in paragraph 8, below, the City shall charge the applicable water user fees to the District.

4. Lease and Use of Water Right. The City shall lease to the District the Water Right during the Term and the District shall use the Water Right in accordance with City and Idaho law and regulations.

5. Maintenance of Improvements. During the Term, the District shall be responsible, at its sole expense, for the maintenance of the Improvements. Following the expiration of the Term, the City shall be responsible, at its sole expense, for the maintenance of the City Improvements and the District shall be responsible, at its sole expense, for the maintenance of the District Improvements.

6. Indemnification. The District covenants and agrees to indemnify, defend and hold the City harmless from and against any and all claims, demands, causes of action, suits, losses, liabilities, damages, costs and expenses, including attorney fees, that may accrue, directly or indirectly, by reason of any act or omission on the part of the District, its agents, employees, assigns, successors, or anyone subcontracting with the District, related to damages that arise out of the design, installation, construction, operation or maintenance of the Improvements, to bodily injury, property damage, personal injury and death that arise out of the District's design, installation, construction, operation and maintenance of the Improvements, and to the provision of any service or duty under this MOU. The District shall have the duty to appear and defend any such demand, claim, suit or action on behalf of the City, without cost or expense to the City.

7. Future Land and Water Exchanges. The parties agree to continue discussions allowing for the exchange of interests in land and water to accommodate the future use of the Water Right by the District at the Middle School athletic fields, in exchange for an interest in land for municipal purposes, such as snow storage by Hailey in Croy Canyon and/or public parking on the exterior of the athletic fields at Hailey Elementary.

8. Option to Purchase. For valuable consideration herein provided, including the mutual promises of the parties hereto, receipt of which is acknowledged by City and District, the City hereby gives and grants to the District the option and exclusive right and privilege to purchase the all or a part of the Water Right for a purchase price on all the terms and conditions set forth in this paragraph 8, provided the District and the City reach an agreement in writing to allow an exchange of land and water as contemplated in paragraph 7, above. Such option may be exercised during the Term of this MOU. The purchase price of the option under this paragraph 8 shall be Twenty Thousand and no/100's dollars (\$20,000.00) per inch, measured by cubic feet per second ("cfs") for each irrigable acre, or One Hundred Eighty Thousand and no/100's dollars (\$180,000.00) for the entire Water Right. Should this option not be exercised specifically as herein set forth, then the same shall terminate and be of no further force and effect. Notice of exercise of option by District shall be in writing and shall be given to City either personally or by registered or certified mail. Closing shall occur within sixty (60) days from District's notice to exercise said option, or such other date as mutually agreed to by the parties. Title to the Water Right shall be conveyed by a deed and such deed shall convey to the District the fee simple title to the Water Right free and clear of all encumbrances. A memorandum of this option, to be executed by the parties, may be recorded in the office of the Blaine County Recorder at the option of either party.

9, Miscellaneous Provisions.

- a. Successors and Assigns. This MOU shall inure to the benefit of and be binding upon the City and the District, and their successors and assigns.
- b. Waiver. Failure of any party at any time to require performance of any provision of this MOU shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of any provision or a waiver of the provision itself for any other provision.
- c. Attorney's Fees. In the event of any dispute with regard to the interpretation or enforcement of this MOU, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees incurred therein, whether or not a lawsuit is actually filed, and on any appeals, and in any bankruptcy proceeding.
- d. Entire Agreement. This MOU contains the entire understanding among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this MOU.
- e. Severability. Every provision of this MOU is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the MOU.
- f. Counterparts. This MOU may be executed in several counterparts and all so executed shall constitute one agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

g. Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this MOU.

h. Remedies. The rights and remedies provided by this MOU are cumulative and the use of any one right or remedy by any party shall not preclude nor waive its rights to use any or all other remedies. Any rights provided to the parties under this MOU are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

i. Authority. Each signatory agrees that he or she has full authority and consent to sign this MOU.

j. Amendment. This MOU may be revised, amended, or canceled in whole or in part; only by means of a written instrument executed by all parties hereto.

k. Presumption. This MOU or any section thereof shall not be construed against any party due to the fact that the MOU or any section thereof was drafted by said party.

l. Law Governing. This MOU shall be governed by and construed in accordance with the laws of the State of Idaho.

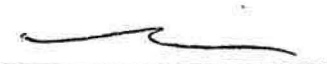
IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding the day and year written above.

CITY OF HAILEY

By: 

Fritz X. Haemmerle, Mayor

ATTEST:


Mary Cone
Hailey City Clerk

BLAINE COUNTY DISTRICT NO. 61

By: 

Shawn Bennion, Chair



State of Idaho
Department of Water Resources

Water Right

37-20831

IRRIGATION

The map depicts the place of use for the water use listed above and point(s) of diversion of this right as currently derived from interpretations of the paper records and is used solely for illustrative purposes. Discrepancies between the computer representation and the permanent document file will be resolved in favor of the actual water right documents in the water right file.

18E



- Point of Diversion
- Place Of Use Boundary
- Townships
- PLS Sections
- Quarter Quarters

0 0.0375 0.075 0.15 Miles



Map produced on July 05, 2016

AGENDA ITEM SUMMARY

DATE: 10/10/19

DEPARTMENT: PW

DEPT. HEAD SIGNATURE: CPS/BY

SUBJECT: Motion to approve Resolution No. 2019-097, authorizing the mayor to sign an MOU with BCSD, the substance of which, an exchange of real property and other valuable consideration.

AUTHORITY: ☐ ID Code _____ ☐ IAR _____ ☐ City Ordinance/Code _____
(IF APPLICABLE)

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED:

The City and BCSD have been in drawn out negotiations to exchange real property, including water rights, and a suitable snow storage site for many months. The details of the proposed exchange have shifted over time. After the September 23, meeting, wherein Council approved the MOU in form, and declared its intent to exchange, BCSD staff again requested minute changes to the MOU. The attached iteration of the agreement is being reviewed by the School District Board in their Tuesday October 8th meeting. Council will hold a public hearing authorizing signature of deeds upon satisfaction of the contingency; issuance of the CUP for our snow storage site, as required by Idaho Code Sections 50-1402 and 50-1403.

See attached MOU and Resolution.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

Budget Line Item # _____ YTD Line Item Balance \$ _____
Estimated Hours Spent to Date: _____ Estimated Completion Date: _____
Staff Contact: _____ Phone # _____
Comments: _____

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

☒ City Administrator	☐ Library	☐ Benefits Committee
☒ City Attorney	☐ Mayor	☐ Streets
☒ City Clerk	☐ Planning	☐ Treasurer
☒ PW Engineer	☐ Police	_____
☐ Engineer	☐ Public Works, Parks	_____
☐ Fire Dept.	☐ P & Z Commission	_____

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to approve Resolution No. 2019-097 authorizing the Mayor to sign an MOU with BCSD, agreeing, upon satisfaction of certain conditions, to exchange real property.

ADMINISTRATIVE COMMENTS/APPROVAL:

City Administrator _____ Dept. Head Attend Meeting (circle one) Yes No

ACTION OF THE CITY COUNCIL:

Date 10/10 - Council approved 10/16 - Mayor signed MOU
10/23 - scanned to agreements, and 3 originals
BCSD. 1 original sent to
City Clerk _____

FOLLOW-UP:

*Ord./Res./Agrmt./Order Originals: Record
Copies (all info.): _____
Instrument # _____

*Additional/Exceptional Originals to: _____
Copies (AIS only) _____

DEED OF TRUST

COPY

THIS DEED OF TRUST, made this 3rd day of February, 1992, BETWEEN
Blaine County School District No. 61, an Idaho body corporate
hereinafter called the GRANTOR(S),
whose address is: P. O. Box 1008, Halley, ID 83333
SAWTOOTH TITLE COMPANY, an Idaho Corporation herein called TRUSTEE, and
Gregory S. Ruddell and Cheryl Ruddell, husband and wife; Charles A. Ruddell, a single man
whose address is: Route 2, Box 2125, Bandon, OR 97411, BENEFICIARY(S), WITNESSETH:

That GRANTOR(S) do(es) hereby irrevocably GRANT, BARGAIN, SELL and CONVEY TO TRUSTEE IN
TRUST, WITH POWER OF SALE, that property in the County of Blaine, State of Idaho, described as follows
and containing not more than twenty acres:

Township 2 North, Range 18 East, Bolse Meridian, Blaine County, Idaho.

Section 23: W1/2 SW1/4 NE1/4.

Parcel L as shown on the official plats of Woodside Subdivision Final Plat Nos. 11 and 12, recorded
as Instrument Nos. 152506 and 152507, records of Blaine County, Idaho.

TOGETHER WITH any rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and
authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and
profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note(s), of even
date herewith, executed by Grantor(s) in the sum of ONE HUNDRED AND NO/100—DOLLARS
(\$100,000.00) final payment due July 27, 1992 and secure payment of all such further sums as may
hereafter be loaned or advanced by the Beneficiary(s) herein to the Grantor(s) herein, or any or either of
them, while record owner of present interest, for any purpose, and of any notes, drafts, or other instruments
representing such further loans, advances or expenditures together with interest on all such sums at the rate
therein provided. Provided, however, that making of such further loans, advances or expenditures shall be
optional with the Beneficiary, and provided, further, that it is the express intention of the parties to this Deed
of Trust that is shall stand as continuing security until paid for all such advances together with interest
thereon.

To protect the security of this Deed of Trust, Grantor agrees:

By execution of this deed of trust and the note(s) secured thereby, there are hereby incorporated
and made an integral part hereof, for all purposes as though set forth herein at length, the
provisions 1 to 6, inclusive, of Part A and provisions 1 to 9, inclusive, of Part B of the deed of trust,
wherein David D. Anderson was Grantor which was recorded in the mortgage records of Blaine
County, Idaho, on June 9, 1972, as Instrument No. 143886.

Blaine County School District No. 61

Frank Rowland
By: Frank Rowland, Chairman of the Board

State of Idaho

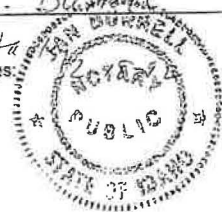
County of Blaine

On this February 7, 1992 before me, a notary public in and for said State, personally
appeared Frank Rowland personally known or identified to me to be the person(s) who executed the within
instrument as Chairman of the Board, on behalf of Blaine County School District No. 61 the corporation
therein named, and acknowledged to me that such corporation executed the within instrument pursuant to
its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Jan L. Burrhead
Notary Public
Residing at *Ha*
Commission Expires: *Jan 1993*

J:\escrow\forms\dt



RECEIVED REQUEST
Sawtooth Title Co. Inc.

1992 FEB 10 P 2:20

CLERK
300 TNP

887911
ritze

Order No. 17913

WARRANTY DEED

FOR VALUE RECEIVED

Denis R. Perron and Deanna L. Perron, husband and wife

GRANTOR (s), do(es) hereby GRANT, BARGAIN, SELL and CONVEY unto

Blaine County School District No. 61, an Idaho body corporate

GRANTEE (s) whose address is: P. O. Box 1008, Halley, ID 83333

the following described real property in **Blaine** County, Idaho, to wit:

Township 2 North, Range 18 East, Bolse Meridian, Blaine County, Idaho.

Section 23: W1/2 SW1/4 NE1/4.

RECEIVED

Sawtooth Title Co., Inc.

1992 FEB 10 P 2:20

997910

COPY

3⁰⁰ 7HP

Deed

Subject To: Taxes, easements, restrictions and encumbrances of record.

TO HAVE AND TO HOLD said premises, with their appurtenances unto the said Grantee and to the Grantee's 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 encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated February 3, 1992

Denis R. Perron
Denis R. Perron

Deanna L. Perron
Deanna L. Perron

State of Idaho

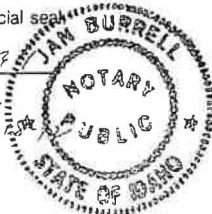
County of Blaine

On this February 6, 1992, before me, a notary public in and for said State, personally appeared **Denis R. Perron and Deanna L. Perron** personally known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal

Jan L. Burrell
Notary Public
Residing at Halley
Commission Expires: 2-2-93

J:\ascrow\forms\wd



Christopher P. Simms
Hailey City Attorney
PO Box 1861
Hailey, Idaho 83333

HAILEY, BLAINE, IDAHO
2-2-2021 08:31:23 AM No. of Pages: 2
Recorded for : CITY OF HAILEY
JOLYNN DRAGE Fee: 0.00
Ex-Officio Recorder Deputy
Index to: WTY/QC/CORP DEED

QUITCLAIM DEED

Lot 1 Block 15 of Northridge VI Subdivision, recorded under instrument number 418334
records of Blaine County, Idaho.

MARTHA BURKE, MAYOR


Martha Burke, Mayor



On this 1st day of February, ~~2020~~ ²⁰²¹, before me, a Notary Public in and for said State, personally appeared Martha Burke, known or identified to me to be the Mayor of the City of Hailey, Idaho, a municipal corporation, who executed the foregoing instrument, and acknowledged to me that he 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 at: Hailey, ID
My commission expires: 9/30/2026

COPY

Mansfield, Debra

From: Mansfield, Debra
Sent: Wednesday, June 5, 2024 8:54 AM
To: IdwrPayable
Subject: REFUND - HDR Inc

TO: Sascha Marston, Susan Steed

FROM: Debra Mansfield

DATE: June 5, 2024

RE: Refund: Ownership Change

Blaine County School District #61 submitted a change in ownership for water right 37-20831 on 3/7/2024 but did not provide an adequate deed to complete the request.

Please issue a refund of \$25.00 to:

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

RECEIPT #

C117902

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098

Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

June 05, 2024

BLAINE COUNTY SCHOOL DISTRICT #61
118 W BULLION ST
HAILEY ID 83333-8425

RE: Change in Ownership for Water Right No(s): **37-20831**

Dear Interested Parties:

The Idaho Department of Water Resources (Department) received a Notice of Change in Water Right Ownership (Notice) from you on March 07, 2024 for the above referenced water rights. The Notice could not be processed because we did not receive adequate supporting documentation.

On March 13, 2024, the Department requested the required information from you. As of the date of this letter, the Department has not received the required information.

The Department is returning your Notice of Change in Water Right Ownership and the attachments. A refund of \$25 has been requested and will be mailed to HDR Inc under separate cover from the Idaho State Controller's Office. You may re-submit your request with the appropriate documents and fees.

If you have any questions regarding this matter, please contact me at (208)287-4800.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

C: HDR Inc

Mansfield, Debra

From: Graves, Lori <Lori.Graves@hdrinc.com>
Sent: Monday, March 25, 2024 10:46 AM
To: Mansfield, Debra
Subject: RE: Change in Water Right Ownership, 37-20831

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

Debra,
I reached out to School District, City and City's attorney. Will keep you posted.

Lori Graves, Sr. Water Rights Specialist
D 208.872.9519 M 208.850.4601

hdrinc.com/follow-us

From: Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>
Sent: Monday, March 25, 2024 9:14 AM
To: Graves, Lori <Lori.Graves@hdrinc.com>
Subject: RE: Change in Water Right Ownership, 37-20831

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Lori,

I have discussed this file with my colleagues, and we will need a new deed to process this Ownership Change. Any usable documentation must be dated after the decree date of June 04, 2009.

The City has the option to petition the court regarding the decreed ownership if they wish.

Please let me know how you would like me to proceed with the file.

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov

From: Graves, Lori <Lori.Graves@hdrinc.com>
Sent: Wednesday, March 20, 2024 1:31 PM
To: IDWR File <file@idwr.idaho.gov>; IDWR File <file@idwr.idaho.gov>
Cc: Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>
Subject: RE: Change in Water Right Ownership, 37-20831

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

Here you go Debra. Please let me know if you need anything else. Thanks.

Lori Graves, Sr. Water Rights Specialist
D 208.872.9519 M 208.850.4601

hdrinc.com/follow-us

From: Mansfield, Debra <Debra.Mansfield@idwr.idaho.gov>
Sent: Tuesday, March 12, 2024 4:05 PM
To: Graves, Lori <Lori.Graeves@hdrinc.com>
Subject: RE: Change in Water Right Ownership, 37-20831

CAUTION: [EXTERNAL] This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Lori,

Please see the attached letter regarding the received Notice of Change in Water Right Ownership for Water Right 37-20831. I also attached the received Notice and attachments for your reference.

Please feel free to email me if you have any questions regarding this ownership change. Any required documentation may be submitted to: file@idwr.idaho.gov

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov



IDAHO DEPARTMENT OF
WATER RESOURCES

322 E Front Street, Suite 648, Boise ID 83702 • PO Box 83720, Boise ID 83720-0098

Phone: 208-287-4800 • Fax: 208-287-6700 • Email: idwrinfo@idwr.idaho.gov • Website: idwr.idaho.gov

Governor Brad Little

Director Mathew Weaver

March 13, 2024

BLAINE COUNTY SCHOOL DISTRICT #61
118 W BULLION ST
HAILEY ID 83333-8425

RE: Change in Ownership for Water Right No: **37-20831**

Dear Interested Parties:

The Department of Water Resources (Department) acknowledges receipt of your Notice of Change in Water Right Ownership (Notice).

Our review of your Notice indicates that additional information is required before the Department can process the change. The information required is indicated below:

- Evidence of Water Right Ownership: copy of Deed, Title Policy, Contract of Sale, or other legal document indicating your ownership of the property and/or water rights in question

The Quitclaim deed that the Department received with your Notice conveys Lot 1 Block 15 of Northridge VI Subdivision, recorded under instrument number 418334 records of Blaine County, Idaho. Water right 37-20831 is not an appurtenance to this property and The Department will need a different deed that conveys the water right to proceed with the change in ownership.

The department also received City Of Hailey Resolution No. 2019-097. This is not an acceptable conveyance document and cannot be used for this change.

Because the Department cannot process the Notice without proper documentation, we will hold any action on your notice pending receipt of the necessary information. If we do not receive the necessary information within 30 days we will return your notice and all attachments and your notice will not be processed.

Also, please note that permit holders are required to report any change of ownership and/or mailing address to the Department within 120 days of the change. Forms to assign ownership or update your address are available from any office of the Department or on the Department's website.

If you have any questions regarding this matter, please contact me at (208)287-4921.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

Mansfield, Debra

From: Mansfield, Debra
Sent: Tuesday, March 12, 2024 4:05 PM
To: Graves, Lori
Subject: RE: Change in Water Right Ownership, 37-20831
Attachments: Regarding Received Notice of Change in Water Right Ownership - 37-20831.pdf;
Received Notice and Attachments - 37-20831.pdf

Hello Lori,

Please see the attached letter regarding the received Notice of Change in Water Right Ownership for Water Right 37-20831. I also attached the received Notice and attachments for your reference.

Please feel free to email me if you have any questions regarding this ownership change. Any required documentation may be submitted to: file@idwr.idaho.gov

Thank you,

Debra Mansfield | Technical Records Specialist 1
IDWR – State Office
322 E Front St, Boise ID 83702-7371
(208) 287-4921 | Debra.Mansfield@idwr.idaho.gov



RECEIVED

MAR 07 2024

DEPARTMENT OF
WATER RESOURCES

March 7, 2024

Corey Skinner
IDWR Southern Region Office
650 Addison Ave W, Ste 500
Twin Falls, ID 83301-5858

Subject: Ownership Change Notice

COPY

Dear Corey,

Enclosed on behalf of Blaine County School District is an ownership change notice for water right 37-20831 appurtenant to the Hailey Middle School. The water right is currently listed in the name of the City of Hailey because the City previously owned the well and well lot (aka the Northridge Lot). The City has quitclaimed the Northridge Lot, well and water right ownership to the School District as part of the attached property exchange agreement. The \$25 filing fee is being paid upon submittal to the IDWR State Office.

Thank you very much for your consideration and assistance in this matter. Please let me know if you have any questions. Thanks Corey.

Sincerely,

HDR Engineering, Inc.

Lori Graves

Lori Graves
Sr. Water Rights Specialist

Cc: Amber Avila, BCSD

Enclosers: Notice, Quitclaim Deed, MOU Agreement,

Project: 10341081

hdrinc.com

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