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JUN 20 2024

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Form 42-248/42-1409(6) Rev. 6 22

DEPT. OF WATER RESOURCES

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCESDEPARTMENT 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 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: James H. Foudly BCSD Superintendent 3-4-24
Signature of new owner claimant Title, if applicable Date
Print name James Foudly

Signature: _____
Signature of new owner claimant Title, if applicable Date
Print name EM 6/20/24

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 EM Date 7-1-24

HAILEY, BLAINE, IDAHO
4-16-2024 12:58:30 PM No. of Pages: 2
Recorded for : CITY OF HAILEY
STEPHEN MCDOUGHALL GRAHAM Fee: 0.00
Ex-Officio Recorder Deputy
Index to: WTY/QC/CORP DEED

City of Hailey
Attn. City Clerk
115 S. Main, Ste H
Hailey Idaho 83333

(Space above this line for Recorder's use only)

QUITCLAIM DEED

FOR VALUE RECEIVED, the City of Hailey, a municipal corporation ("Grantor"), does hereby convey, release, remise and forever quitclaim unto the Blaine County School District, a political subdivision of the State of Idaho, whose address is 118 W. Bullion, Hailey, Idaho 83333, its heirs and assigns forever, all its rights, title and interest in and to Water Right No. 37-20831 to be used within the place of use for such water right.

IN WITNESS WHEREOF, the Grantor has executed this deed this 12th day of April, 2024.

Martha Burke
Martha Burke, Mayor

STATE OF IDAHO)
) ss.

County of Blaine)

On this 12th day of April, 2024, 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.

QUITCLAIM DEED/1

A circular notary seal for Mary Cone, a Notary Public in the State of Idaho. The seal features the text "MARY CONE" at the top, "NOTARY" in the center, "PUBLIC" below it, and "STATE OF IDAHO" at the bottom. The commission number "Comm No. 53149" is also visible.

My commission expires: 9/30/2026

RECEIVED

JUN 20 2024

DEPT. OF WATER RESOURCES

CITY OF HAILEY
RESOLUTION NO. 2024-030

**RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HAILEY
AUTHORIZING THE MAYOR TO EXECUTE A QUITCLAIM DEED TRANSFERRING
WATER RIGHT # 37-20831 TO BLAINE COUNTY SCHOOL DISTRICT IN EXCHANGE
FOR GOOD AND VALUABLE CONSIDERATION.**

WHEREAS, the governing body of the City of Hailey ("City") and the Blaine County School District (the "District") desire to exchange certain real property, and take certain actions upon which said exchange is contingent upon, and did in fact enter into an MOU agreeing trade identified real property and each having abided by their respective and mutual promises pursuant thereto; and

WHEREAS, the City deems that said exchanges to be in the public interest, and as required by the aforesaid MOU; and

WHEREAS, the City previously determined that the property to be exchanged is underutilized by the City; and

WHEREAS, the City has previously declared a value for said real property.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF HAILEY, IDAHO THAT THE MAYOR IS AUTHORIZED TO EXECUTE A
QUITCLAIM DEED TRANSFERRING WATER RIGHT # 37-20831 TO BLAINE COUNTY
SCHOOL DISTRICT IN EXCHANGE FOR GOOD AND VALUABLE
CONSIDERATION.**

Passed this 8th day of April, 2024.

City of Hailey



Martha Burke, 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

- 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:

Ellen Mandeville 10/10/2019
Ellen Mandeville, Chairman Dated

City of Hailey:

Fritz Haemmerle 10/16/19
Fritz Haemmerle, Mayor Dated

Attest:

Mary Cone
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

Exhibit B

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

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.

MEMORANDUM OF UNDERSTANDING

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: [Signature]
Fritz X. Haemmerle, Mayor

ATTEST:

[Signature]
Mary Cone
Hailey City Clerk

BLAINE COUNTY DISTRICT NO. 61

By: [Signature]
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

Exhibit "A"

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

City Clerk _____

FOLLOW-UP:

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

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

AGENDA ITEM SUMMARY

DATE: 04/08/2024 **DEPARTMENT:** Public Works/Legal **DEPT. HEAD SIGNATURE:** CPS

SUBJECT: Motion to adopt Resolution 2024-030 authorizing the Mayor to execute a Quitclaim Deed transferring Water Right 37-20831 to Blaine County School District.

AUTHORITY: I.C Sections 50-301 of Idaho Code provides a City with broad powers to contract, buy, sell and exchange property.

BACKGROUND/SUMMARY OF ALTERNATIVES CONSIDERED: In 2019 City Council approved an MOU with BCSD wherein the city agreed to take the steps necessary to exchange Water Rights No. 37-20831, the well site, well works and related real property being a lot in Northridge lot, and 11.9 acres of water under Water Right No 37-22019 in exchange for a 28 acre parcel of real property located in Croy Canyon to be utilized for snow storage. The final step in executing the MOU is transfer of the Water Right by Quitclaim Deed.

FISCAL IMPACT / PROJECT FINANCIAL ANALYSIS:

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

ACKNOWLEDGEMENT BY OTHER AFFECTED CITY DEPARTMENTS: (IF APPLICABLE)

☒ City Attorney	☐ Clerk / Finance Director	☒ Engineer	☐ Building
☐ Library	☐ Planning	☐ Fire Dept.	☐ _____
☐ Safety Committee	☐ P & Z Commission	☐ Police	☒ City Administrator
☐ Streets	☐ Public Works, Parks	☐ Mayor	

RECOMMENDATION FROM APPLICABLE DEPARTMENT HEAD:

Motion to adopt Resolution 2024-030 authorizing the Mayor to execute a Quitclaim Deed transferring Water Right 37-20831 to Blaine County School District.

FOLLOW-UP REMARKS:*

4/8 - council approved
4/15 - took original deed to county for recording.



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

July 02, 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 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)287-4921.

Sincerely,

Debra Mansfield
Technical Records Specialist 1

Enclosure(s)

IDAHO DEPARTMENT OF WATER RESOURCES

7/1/2024

Proof Report

Water Right 37-20831

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	BLAINE COUNTY SCHOOL DISTRICT #61 118 W BULLION ST HAILEY, ID 83333-8425 (208) 578-5000
Directors Report Owner	AIRPORT WEST BUSINESS PARK OWNERS ASSN INC C/O ENGEL & ASSOCIATES LLC 101 BULLION ST E STE 3C HAILEY, ID 83333 (208) 578-7905
Original Owner	JANICE D STEWART PO BOX 262 HAILEY, ID 83333 (208) 788-4117
Original Owner	CRAIG B STEWART PO BOX 262 HAILEY, ID 83333 (208) 788-4117
Previous Owner	CITY OF HAILEY 115 S MAIN ST STE H HAILEY, ID 83333-8408 (208) 788-4221
Attorney	MICHAEL P LAWRENCE GIVENS PURSLEY LLP PO BOX 2720 BOISE, ID 83701-2720 (208) 388-1200

Priority Date: 10/14/1977**Basis:** Decreed**Status:** Active**Source**
GROUND WATER**Tributary**

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/01	11/01	0.210 CFS	27.3 AF
	<u>Total Diversion</u>		0.210 CFS	27.3 AF

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Source and Point(s) of Diversion:

GROUND WATER SENESW Sec. 4, Twp 02N, Rge 18E, BLAINE County

Place Of Use:

IRRIGATION within BLAINE County

			NE				NW				SW				SE					
Twp	Rng	Sec	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	Totals	
02N	18E	4									1.6			2.8		0.4	4.3		9.1	

POU Total Acres: 9.1

Conditions of Approval:

1. R62 This right when combined with all other rights shall provide no more than 0.02 cfs per acre nor more than 3.0 afa per acre at the field headgate for irrigation of the lands above.
2. 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
3. T07 The right holder shall accomplish the change authorized by this transfer within one year of the date of this approval.
4. T08 Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.
5. T19 Pursuant to Section 42-1412(6), Idaho Code, this water right is subject to such general provisions necessary for the definition of the rights or for the efficient administration of water rights as may be determined by the Snake River Basin Adjudication court at a point in time no later than the entry of the final unified decree.

Dates and Other Information:

Decreed Date: 6/4/2009
Civil Case Number: 39576
Judicial District: FIFTH
State or Federal: S
Water District Number: 37
Mitigation Plan: False

Combined Use Limits:

N/A

SubCase:

N/A

Water Supply Bank:

N/A



RECEIVED

JUN 20 2024

DEPT. OF WATER RESOURCES

June 20, 2024

Debra Mansfield
IDWR State Office
PO Box 83720
Boise, ID 83720-0098

Subject: BCSD Ownership Change Notice Re-Submittal

Dear Debra,

Enclosed on behalf of Blaine County School District (BCSD) is an ownership change notice for water right 37-20831 appurtenant to the Hailey Middle School. This notice was originally submitted March 7, 2024, but was returned June 5, 2024 because Water Right 37-20831 was decreed to the City of Hailey in 2009 and the warranty deed submitted was dated 1993. Included in this re-submittal is a recorded quitclaim deed from the City to the School District for water right 37-20831 dated April 12, 2024. 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 Debra.

Sincerely,

HDR Engineering, Inc.

Lori Graves

Lori Graves
Sr. Water Rights Specialist

Cc: Shawn Bennion, BCSD

Enclosers: Original Notice, Requested Quitclaim Deed

Project: 10341081

hdrinc.com

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