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

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

CIVIL CASE NUMBER: 39576

Ident. Number 37-7340
Date Received: 10/26/1988
Receipt No: C003063
Received By:

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name of Claimant(s)

SINCLAIR OIL CORP Phone: (208)622-4111
DBA SUN VALLEY CO
PO BOX 10
SUN VALLEY ID 83353

2. Date of Priority: 02/08/1974

3. Source: WARM SPRINGS CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4	of 1/4	of 1/4	Lot	County	Type
04N	17E	14		NE	NW	3	BLAINE	

5. Description of diverting works:

36" SCREENED INTAKE ORIFICE, PIPE, PUMPING STATION, DIST. PIPES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S.	(or) A.F.A
COMMERCIAL	11/01	4/10	0.23	73.5

7. Total Quantity Appropriated is:
0.23 C.F.S. and/or 73.5 A.F.A.

8. Total consumptive use:

9. Non-irrigation uses:

10. Place of use:

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
04N	17E	13	SW	SW		COMMERCIAL	
04N	17E	14	NE	NW	3	COMMERCIAL	
			NW	NW	4	COMMERCIAL	
			SW	NW	5	COMMERCIAL	
			SE	NW		COMMERCIAL	
			NE	SW		COMMERCIAL	
			NW	SW		COMMERCIAL	
			SW	SW		COMMERCIAL	
			SE	SW		COMMERCIAL	
			NE	SE	7	COMMERCIAL	
			NW	SE		COMMERCIAL	
			SW	SE		COMMERCIAL	
			SE	SE	8	COMMERCIAL	
04N	17E	23	NE	NE		COMMERCIAL	
			NW	NE		COMMERCIAL	
			SW	NE		COMMERCIAL	
			NE	NW		COMMERCIAL	
			NW	NW		COMMERCIAL	
			SW	NW		COMMERCIAL	
			SE	NW		COMMERCIAL	
04N	17E	24	NW	NW		COMMERCIAL	

11. Place of use in counties: BLAINE

12. Do you own the property listed above as place of use? No

13. Other Water Rights Used:

14. Remarks:

THE SUN VALLEY COMPANY POSSESSES A U.S. FOREST SERVICE SPECIAL USE PERMIT AND A TERM SPECIAL USE PERMIT WHICH ENTITLE IT TO OPERATE BALD MOUNTAIN AS A SKI RESORT. SEE EXHIBIT A. EXHIBIT B IS A USGS MAP WHICH DEPICTS THE POINT OF DIVERSION AND PLACE OF USE.
2/11/00 changed atty David Lincoln to Scott Campbell/Angela Schaer per correspondence. Same firm. DMS

Commercial use is for snow-making purposes.

Use of water under this water right will be regulated by the watermaster of State Water District No. &DISTRICT.

The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.

The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.

15. Basis of Claim: License

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: **A37-07340**
Date Received: 10/26/1988
Receipt No: C003063
Received By: _____

[redacted] **NOTICE OF CLAIM TO A WATER RIGHT** [redacted]
ACQUIRED UNDER STATE LAW

1. Name: SINCLAIR OIL CORPORATION 208-622-4111
   Address: DBA SUN VALLEY COMPANY
   SUN VALLEY ID 83353

2. Date of Priority: FEB 8, 1974

3. Source: WARM SPRINGS CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4		Lot	County
04N	17E	14	NE	NW	3	BLAINE

5. Description of diverting works:
   36" SCREENED INTAKE ORIFICE, PIPE, PUMPING STATION, DIST. PIPES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
COMMERCIAL	11/01	04/10	0.230		73.50

7. Total Quantity Appropriated is:
   0.230 C.F.S. (and/or) 73.50 A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
   C/ ARTIFICIAL SNOW MAKING.

10. Place of Use:

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
04N	17E	14	NE	NW	3	COMMER	
			SW	NW	5	COMMER	
			SE	NW		COMMER	
			NE	SW		COMMER	

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10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
04N	17E	14	NW	SW		COMMER	
			SW	SW		COMMER	
			SE	SW		COMMER	
			SW	SE		COMMER	
			SE	SE	8	COMMER	
		23	NE	NE	1	COMMER	
			NW	NE		COMMER	
			SW	NE		COMMER	
			SE	NE	2	COMMER	
			NE	NW		COMMER	
			NW	NW		COMMER	
			SW	NW		COMMER	
			SE	NW		COMMER	
			NE	SW		COMMER	
			NW	SW		COMMER	
			SW	SW		COMMER	
			SE	SW		COMMER	
			NE	SE	3	COMMER	
			NW	SE		COMMER	
			SE	SE	4	COMMER	
		24	NE	NE		COMMER	
			NW	NE		COMMER	
			SW	NE		COMMER	
			NE	NW		COMMER	
			NW	NW		COMMER	
			SW	NW		COMMER	
			SE	NW		COMMER	
			NW	SW		COMMER	
			SW	SW		COMMER	
		26	NE	NE	1	COMMER	
			NW	NE		COMMER	
			SW	NE		COMMER	
			SE	NW		COMMER	
			NE	SW		COMMER	
			SE	SW		COMMER	
			NW	SE		COMMER	

11. Place of use in counties: BLAINE

12. Do you own the property listed above as place of use? NO

13. Other Water Rights Used:
37-07170

14. Remarks:
THE SUN VALLEY COMPANY POSSESSES A U.S. FOREST SERVICE SPECIAL USE PERMIT AND A TERM SPECIAL USE PERMIT WHICH ENTITLE IT TO OPERATE BALD MOUNTAIN AS A SKI RESORT. SEE EXHIBIT A, EXHIBIT B

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14. Remarks: Continued
IS A USGS MAP WHICH DEPICTS THE POINT OF DIVERSION AND PLACE OF USE.

15. Basis of Claim: LICENSE

16. Signature(s)

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

Number of attachments: _____

For Individuals:

I/We do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant(s): _____ Date: _____

_____ Date: _____

State of Idaho)
) SS.
County of _____)

Subscribed and sworn (or affirmed) before me this _____ day

of _____ 19 _____ _____
Notary Public

Seal

Residing at _____

My Commission Expires _____

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FEB 24 1993

State of Idaho

Department of Water Resources

WATER RIGHT LICENSE

License of Water Right No. 37-7340 Priority February 8, 1974 Amount 0.23 cfs

THIS IS TO CERTIFY, that Sun Valley Co.

of Sun Valley, Idaho, has complied with the terms and conditions of Permit No. 37-7340 issued pursuant to Application for Permit dated February 8, 1974, and has submitted proof to the Department of Water Resources on November 15, 1977, that he has applied water to a beneficial use; an examination by the Department indicates that the works have a capacity for the diversion of 2.23 cfs of water from Warm Springs Creek, tributary to Big Wood River, and that the permit holder has applied to a beneficial use and established a right to use water as follows:

Beneficial Use	Period of Use		Rate of Diversion	Annual Volume
Commercial	from November 1	to April 10	at 0.23 cfs	and 73.5 acre feet
	from	to	at cfs	and
	from	to	at cfs	and

(both dates inclusive)

Subject, however, to the condition that no more than 0.23 cfs of water be diverted at any one time, and that the amount of water so diverted and to which such right is entitled and confirmed is for the purpose aforementioned and is limited to the amount which can actually be beneficially used and shall not exceed 73.5 acre feet per year, said waters to be diverted within the Government Lot 3($NE\frac{1}{4}NW\frac{1}{4}$), Section 14, Twp. 4N, Rge. 17E in the County of Blaine

Description and location of place of use:

Twp.	Range	Sec.	NE¼				NW¼				SW¼				SE¼				Totals
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
4N	17E	14					X	X	X	X	X	X	X	X		X	X		
		23		X	X		X	X	X	X	X	X	X	X					

Total number of acres irrigated _____

Commercial use is for snow making.
Use of water under this license is subject to control by the watermaster of State Water District No. 37, Big Wood River.

NOTE: Modifications to or variance from this license must be made within the limits of Section 42-222, **Idaho Code**, or the applicable Idaho Law. This right may be forfeited by five years of non-use.

The right to the use of the water hereby confirmed is restricted and appurtenant to the lands or place of use herein described, and is subject to all prior water rights, as provided by the laws of Idaho.

Witness the seal and signature of the Director, affixed at Boise, Idaho, this 7th day of March, 19 83.

Director

Form No. 42-1409 (2) a 1/88

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

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

CIVIL CASE NUMBER: 39576
Ident. Number A 37-07340
Date Received _____
Receipt Number _____

AMENDED

NOTICE OF CLAIM TO A WATER RIGHT

ACQUIRED UNDER STATE LAW

RECEIVED
SEP 16 1991
Department of Water Resources
Southern Region Office

Please type or print clearly

1. Name of Claimant (s) Sinclair Oil Corporation, a Wyoming Corporation d/b/a Sun Valley Company Phone (208) 622-4111

   Mailing Address Sun Valley ID Zip 83353

2. Date of Priority (Only one (1) per claim) February 8, 1974

3. Source of water supply (a) Warm Springs Creek
   which is tributary to (b) Big Wood River

4. a. Location of existing point of diversion is: Township 4N. Range 17 E. Section 14,
   _____ 1/4 of NE 1/4 of NW 1/4, Govt. Lot, 3 B.M., County of _____

   Additional points of diversion if any: _____

   b. If instream flow, beginning point of claimed instream flow is:

   Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of _____ 1/4,

   Govt. Lot _____ B.M., County of _____

   ending point is: Township _____ Range _____ Section _____, _____ 1/4 of _____ 1/4 of

   _____ 1/4, Govt. Lot _____ B.M., County of _____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. A screened intake orifice, approximately 36" in diameter, located in the creek is connected by pipe to a pumping station, which pushes the water into a series of distribution pipelines located on Bald Mountain for use in artificial snow-making.

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6. Water is claimed for the following purposes:

(both dates are inclusive) (cfs) (acre feet)

For Commercial purposes from Nov 1 to April 10 amount 0.23 or 73.5 acre feet

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

For _____ purposes from _____ to _____ amount _____ or _____

7. Total quantity claimed (a) 0.23 (cfs) and/or (b) 73.5 (acre feet)

8. Total consumptive use claimed is _____ acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) Non-consumptive commercial use for production of artificial snow for Bald Mountain ski area

10. Description of place of use:
   a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
   b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
4 N	17 E	14					lot 3 C		lot 5 C	C	C	C	C	C			C	lot C	8
		23	lot 1 C	C	C	lot 2 C	C	C	C	C	C	C	C	C	lot 3 C	C		lot 4 C	
		26	lot 1 c	C	C					C	C			C		C			
		24	C	C	C		C	C	C	C		C	C						

Total number of acres irrigated _____

11. In which county (ies) are lands listed above as place of use located? Blaine

12. Do you own the property listed above as place of use? Yes _____ No xx
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
_____ or None ( )

14. Remarks: The Sun Valley COmpany possesses a U. S. Forest Service special use permit and a term special use permit which entitle it to operate Bald Mountain as a ski resort. See Exhibit A. Exhibit B is a USGS map which depicts the point of diversion and place of use.

MICROFILMED FEB 24 1993

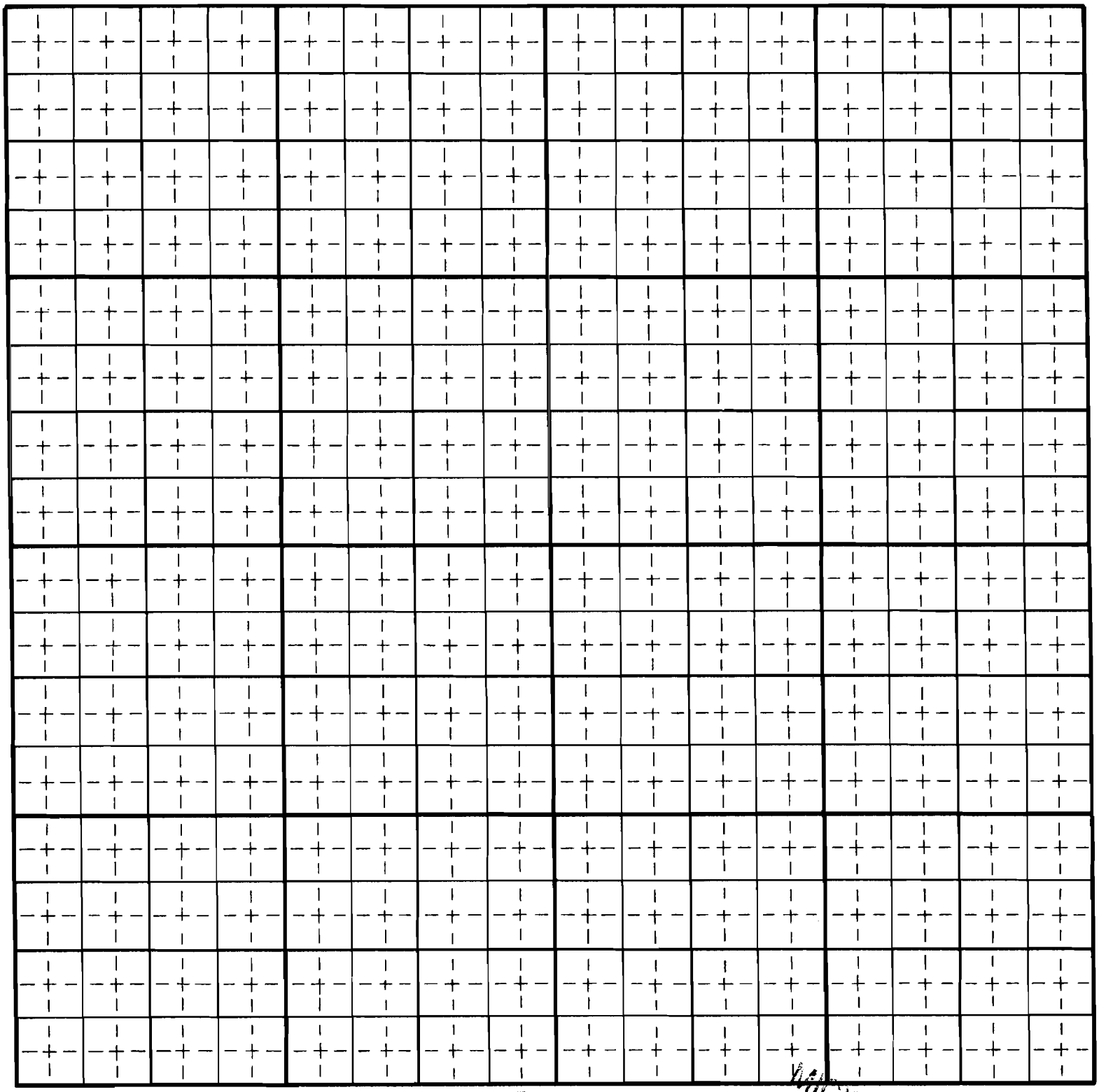
Last Name Sun Valley Company Ident No. _____

Copies: White -State, Yellow-Claimant

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile

SEE EXHIBIT B



COPY

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FEB 24 1993

Last Name Sun Valley Company Ident No. _____

Copies: White-State, Yellow-Claimant

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License XX Permit _____
Decree _____
If applicable provide IDWR Water Right Number 37-7340
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)
(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not XX wish to receive and pay a small annual fee for monthly copies of the docket sheet.
Number of attachments 2

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date _____

_____ Date _____

For Organizations: I do solemnly swear or affirm that I am Vice President (Title) of Sinclair Oil Corporation, a Wyoming corporation d/b/a Sun Valley Company (Organization) that I have signed the foregoing document in the space below as Vice President (Title) of Sinclair Oil Corporation, a Wyoming corporation, dba Sun Valley Company (Organization) and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization Vice President, Sinclair Oil Corporation, a Wyoming corporation, d/b/a Sun Valley Company Date 8-16-91

State of Idaho/or _____)
) SS.
County of Blaine)

Subscribed and sworn (or affirmed) before me this 16th day of August 19 91

SEAL

Notary Public _____

Residing at PO Box 1088 - Sun Valley Id. 83353

My Commission Expires 4/17/97

Please Print Name

17. Notice of Appearance:
Notice is hereby given that I, Scott L. Campbell will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address P. O. Box 1539, Boise, Idaho 83701-1539

Date 9/13/91

MICROFILMED
FEB 24 1993

Last Name Sun Valley Company Ident. Number _____

Copies White-State, Yellow-Claimant

CH

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

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

CIVIL CASE NUMBER: 39576

Ident. Number: **A37-07340**
Date Received: 10/26/1988
Receipt No: C003063
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: SINCLAIR OIL CORPORATION 208-622-4111
   Address: DBA SUN VALLEY COMPANY
   SUN VALLEY, ID 83353

2. Date of Priority: FEB 08, 1974

3. Source: WARM SPRINGS CREEK Trib. to: BIG WOOD RIVER

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
04N	17E	14	NE NW	3	BLAINE

5. Description of diverting works:
   36" SCREENED INTAKE ORIFICE, PIPE, PUMPING STATION, DIST. PIPES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
COMMERCIAL	11/01	04/10	0.230		

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

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
   C/ ARTIFICIAL SNOW MAKING.

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
04N	17E	14	NE NW	3	COMMER	
			SE NW		COMMER	
			NE SW		COMMER	

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10. Place of Use: Continued

Township	Range	Section	1/4 of 1/4		Lot	Use	Acres
04N	17E	14	SW	SW		COMMER	
			SE	SW		COMMER	
			SW	SE		COMMER	
		23	NW	NE		COMMER	
			SW	NE		COMMER	
			SE	NE	2	COMMER	
			NE	NW		COMMER	
			NW	NW		COMMER	
			SW	NW		COMMER	
			SE	NW		COMMER	
			NE	SW		COMMER	
			NW	SW		COMMER	
			SW	SW		COMMER	
			SE	SW		COMMER	
			NE	SE	3	COMMER	
			NW	SE		COMMER	
			SE	SE	4	COMMER	
		24	NE	NE		COMMER	
			NW	NE		COMMER	
			SW	NE		COMMER	
			NE	NW		COMMER	
			SW	NW		COMMER	
			SE	NW		COMMER	
			NW	SW		COMMER	
		26	NE	NE	1	COMMER	
			NW	NE		COMMER	
			SW	NE		COMMER	

11. Place of use in counties: BLAINE

12. Do you own the property listed above as place of use? NO

13. Other Water Rights Used:
    37-07170

14. Remarks:
    THE SUN VALLEY COMPANY POSSESSES A U.S. FOREST SERVICE SPECIAL USE PERMIT AND A TERM SPECIAL USE PERMIT WHICH ENTITLE IT TO OPERATE BALD MOUNTAIN AS A SKI RESORT. SEE EXHIBIT A. EXHIBIT B IS A USGS MAP WHICH DEPICTS THE POINT OF DIVERSION AND PLACE OF USE.

15. Basis of Claim: LICENSE

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FEB 24 1993

16. Signature(s)

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

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am _____ of
Title
_____, that I have signed the foregoing
Organization
document in the space below as _____ of
Title
_____ and that the statements contained in the
Organization
foregoing document are true and correct.

_____
Signature of Authorized Agent

_____
Title and Organization

_____
Date

State of Idaho)
) SS.
County of _____)

Subscribed and sworn (or affirmed) before me this _____ day

of _____ 19 _____

_____
Notary Public

Seal

Residing at _____

My Commission Expires _____

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FEB 24 1993

Form No. 42-1409 (2) a 1/88

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

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

CIVIL CASE NUMBER: 39356
Ident. Number A37-07340
Date Received 10-26-88
Receipt Number C003063

RECEIVED
OCT 26 1988
Department of Water Resources

NOTICE OF CLAIM TO A WATER RIGHT

ACQUIRED UNDER STATE LAW

Please type or print clearly

1. Name of Claimant (s) Sinclair Oil Corporation, a Wyoming corporation, dba Sun Valley Company Phone (208) 622-4111

   Mailing Address Sun Valley, ID Zip 83353

2. Date of Priority (Only one (1) per claim) February 8, 1974

3. Source of water supply (a) Warm Springs Creek
   which is tributary to (b) Big Wood River

4. a. Location of existing point of diversion is: Township 4 N. Range 17 E. Section 14,
   ____ 1/4 of NE 1/4 of NW 1/4, Govt. Lot, 3 B.M., County of ____

   Additional points of diversion if any: ____

   b. If instream flow, beginning point of claimed instream flow is:

   Township ____ Range ____ Section ____, ____ 1/4 of ____ 1/4 of ____ 1/4,

   Govt. Lot ____ B.M., County of ____

   ending point is: Township ____ Range ____ Section ____, ____ 1/4 of ____ 1/4 of

   ____ 1/4, Govt. Lot ____ B.M., County of ____

5. Description of existing diversion works (Dams, Reservoirs, Ditches, Wells, Pumps, Pipelines, Headgates, Etc), including the dates of any changes or enlargements in use, the dimensions of the diversion works as constructed and as enlarged and the depth of each well. A screened intake orifice, approximately 36" in diameter, located in the creek is connected by pipe to a pumping station, which pushes the water into a series of distribution pipelines located on Bald Mountain for use in artificial snow-making.

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FEB 24 1993

Copies: White-State, Yellow-Claimant

6. Water is claimed for the following purposes:

		(both dates are inclusive)		(cfs)		(acre feet)
For commercial	purposes from Nov 1	to April 10	amount 0.23	or	73.5 acre feet	
For _____	purposes from _____	to _____	amount _____	or	_____	
For _____	purposes from _____	to _____	amount _____	or	_____	
For _____	purposes from _____	to _____	amount _____	or	_____	

7. Total quantity claimed (a) 0.23 (cfs) and/or (b) 73.5 (acre feet)

8. Total consumptive use claimed is 0 acre feet per annum.

9. Non-irrigation uses; describe fully (eg. Domestic: Give number of households served; Stockwater: Type and number of livestock Etc.) Non-consumptive commercial use for production of artificial snow for Bald Mountain ski area

10. Description of place of use:
   a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
   b. If water is used for other purposes, place a symbol of use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RNG	SEC	NE 1/4				NW 1/4				SW 1/4				SE 1/4				Totals
			NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	NE1/4	NW1/4	SW1/4	SE1/4	
4 N.	17 E	14					Lot 3 C			C	C		C	C			C		
		23		C	C	Lot 2 C	C	C	C	C	C	C	C	C	Lot 3 C	C		Lot 4 C	
		26	Lot 1 C	C	C														
		24	C	C	C		C		C	C		C							

Total number of acres irrigated _____

11. In which county (ies) are lands listed above as place of use located? Blaine

12. Do you own the property listed above as place of use? Yes _____ No X
If your answer is No, describe in Remarks below the authority you have to claim this water right.

13. Describe any other water rights used at the same place and for the same purposes as described above.
_____ or None ( )

14. Remarks: The Sun Valley Company possesses a U.S. Forest Service special use permit and a term special use permit which entitle it to operate Bald Mountain as a ski resort. See Exhibit A. Exhibit B is a USGS map which depicts the point of diversion and place of use.

MICROFILMED FEB 24 1993

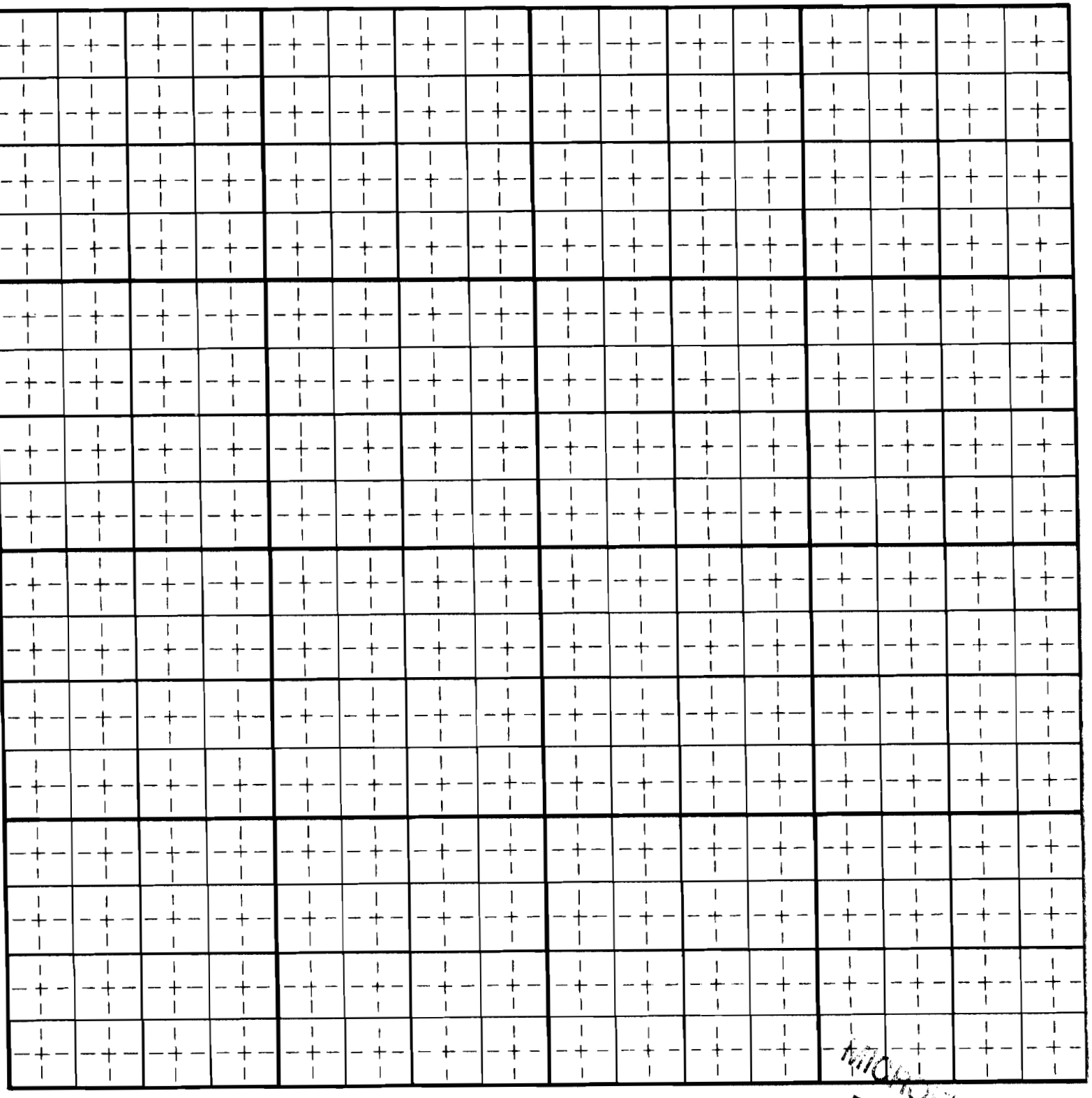
Last Name Sun Valley Company Ident No. _____

Copies: White -State, Yellow-Claimant

Map of Project: show clearly the point of diversion, place of use, section number, township, and range number.

Scale: 2 inches equals 1 mile

See Exhibit B



MICROFILMED
FEB 24 1993

Last Name Sun Valley Company Ident No. _____ *Copies: White-State, Yellow-Claimant*

15. Basis of Claim (check one) Beneficial Use _____ Posted Notice _____ License X Permit _____
Decree _____
If applicable provide IDWR Water Right Number 37-7340
Court _____ Case Number _____ Decree Date _____
Plaintiff vs Defendant _____

16. Signature (s)
(a.) By signing below, I/We acknowledge that I/We have received, read, and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not X wish to receive and pay a small annual fee for monthly copies of the docket sheet.
Number of attachments 2

For Individuals: I do solemnly swear or affirm that the statements contained in the foregoing document are true and correct.

Signature of Claimant (s) _____ Date _____

_____ Date _____

For Organizations: I do solemnly swear or affirm that I am Vice President (Title) of Sinclair Oil Corporation, a Wyoming corporation, dba Sun Valley Company (Organization), that I have signed the foregoing document in the space below as Vice President (Title) of Sinclair Oil Corporation, a Wyoming corporation, dba Sun Valley Company (Organization) and that the statements contained in the foregoing document are true and correct.

Signature of Authorized Agent _____

Title and Organization Sinclair Oil Corporation, a Wyoming corporation, dba Sun Valley Company Date 11/1/88

State of Idaho/or _____)
) SS.
County of Blaine)

Subscribed and sworn (or affirmed) before me this 24th day of October 19 88

SEAL

Notary Public _____

Residing at Blaine County, Idaho

My Commission Expires February 26, 1992

Please Print Name

17. Notice of Appearance:
Notice is hereby given that I, Scott L. Campbell will be acting as attorney at law on behalf of the claimant signing above, and that all notices required by law to be mailed by the director to the claimant signing above should be mailed to me at the address listed below.

Signature _____

Address P.O. Box 1559, Boise, ID 83701

Date October 25, 1988

MICROFILMED
FEB 24 1993

Last Name Sun Valley Company Ident. Number _____

Copies White-State, Yellow-Claimant

09/20/2006

IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

RIGHT NUMBER: 37-7340

NAME AND ADDRESS: SINCLAIR OIL CORP
DBA SUN VALLEY CO
PO BOX 10
SUN VALLEY ID 83353

SOURCE: WARM SPRINGS CREEK TRIBUTARY: BIG WOOD RIVER

QUANTITY: 0.230 CFS
73.500 AFY

PRIORITY DATE: 02/08/1974

POINT OF DIVERSION:

T04N R17E S14 NENW Lot 10 Within BLAINE County

PURPOSE AND PERIOD OF USE:

PURPOSE OF USE	PERIOD OF USE	QUANTITY
COMMERCIAL	11/01 04/10	0.230 CFS 73.50 AFY

Commercial use is for snow-making purposes.

PLACE OF USE: COMMERCIAL Within BLAINE County

T04N R17E S13 SWSW	T04N R17E S14 Lot 9 NENW
T04N R17E S14 Lot 4 NWNW	T04N R17E S14 Lot 5 SWNW
T04N R17E S14 SENW	T04N R17E S14 NESW
T04N R17E S14 NWSW	T04N R17E S14 SWSW
T04N R17E S14 SESW	T04N R17E S14 Lot 7 NESE
T04N R17E S14 NWSE	T04N R17E S14 SWSE
T04N R17E S14 Lot 8 SESE	T04N R17E S23 NENE
T04N R17E S23 NWNE	T04N R17E S23 SWNE
T04N R17E S23 NENW	T04N R17E S23 NWNW
T04N R17E S23 SWNW	T04N R17E S23 SENW
T04N R17E S24 NWNW	

OTHER PROVISIONS NECESSARY FOR DEFINITION OR ADMINISTRATION OF THIS WATER RIGHT:

This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.

IDAHO DEPARTMENT OF WATER RESOURCES

PRELIMINARY RECOMMENDATION OF WATER RIGHTS ACQUIRED UNDER STATE LAW

EXPLANATORY MATERIAL: BASIS OF CLAIM - License

Failure of the right holder to comply with the conditions of this transfer is cause for the Director to rescind approval of the transfer.

Use of water under this water right will be regulated by the watermaster of State Water District No. 37.

The right holder shall maintain a measuring device and lockable controlling works of a type approved by the Department in a manner that will provide the watermaster suitable control of the diversion.

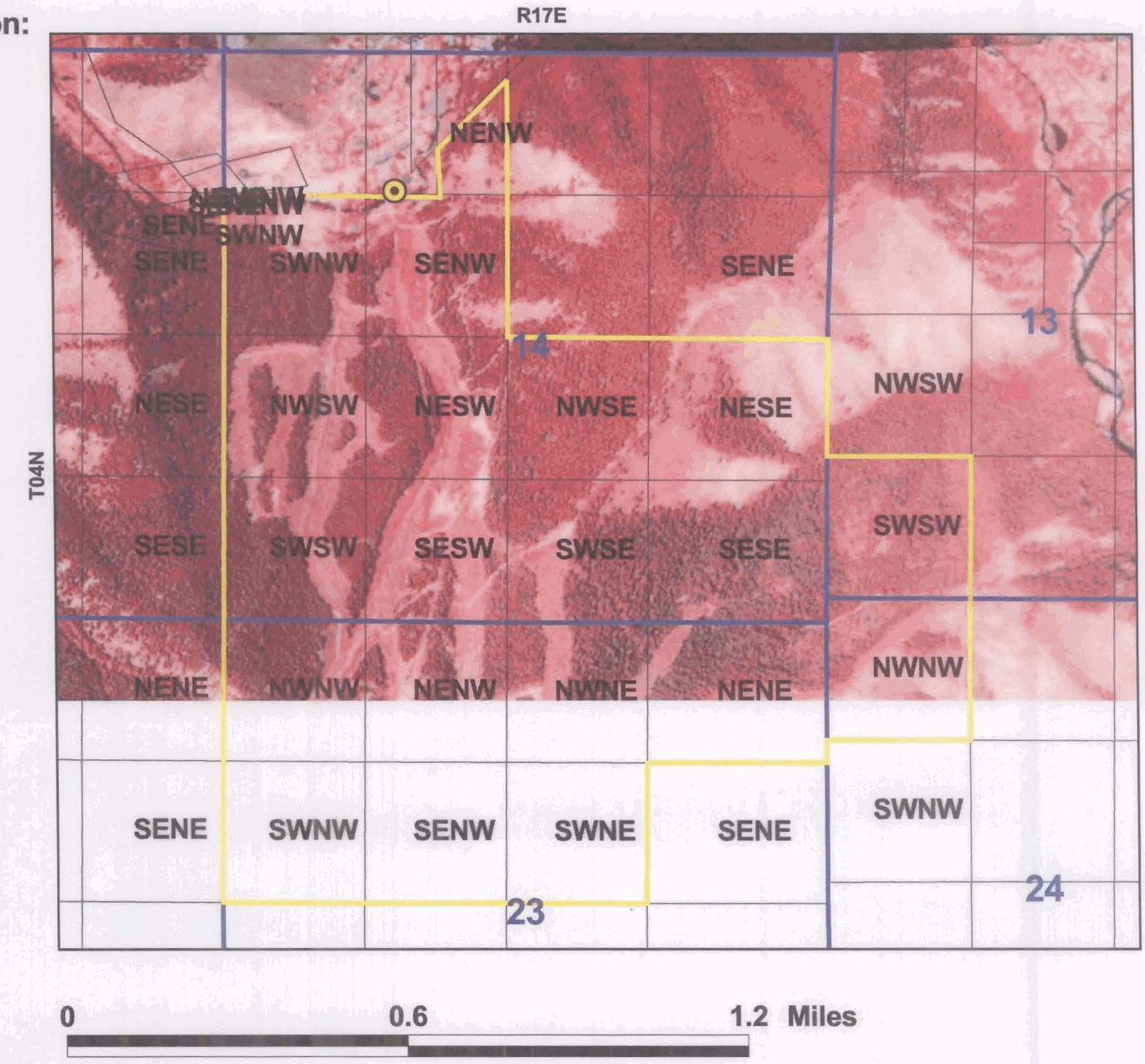
The right holder shall accomplish the change authorized by this transfer within one (1) year of the date of this approval.

Idaho Department of Water Resources

SRBA Recommendation:

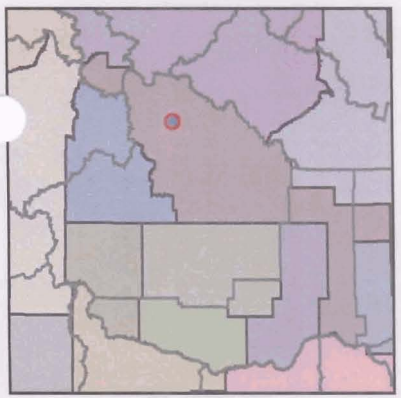
37-7340

(Commercial)



Legend

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



Blaine County
IDWR Basin 37

N

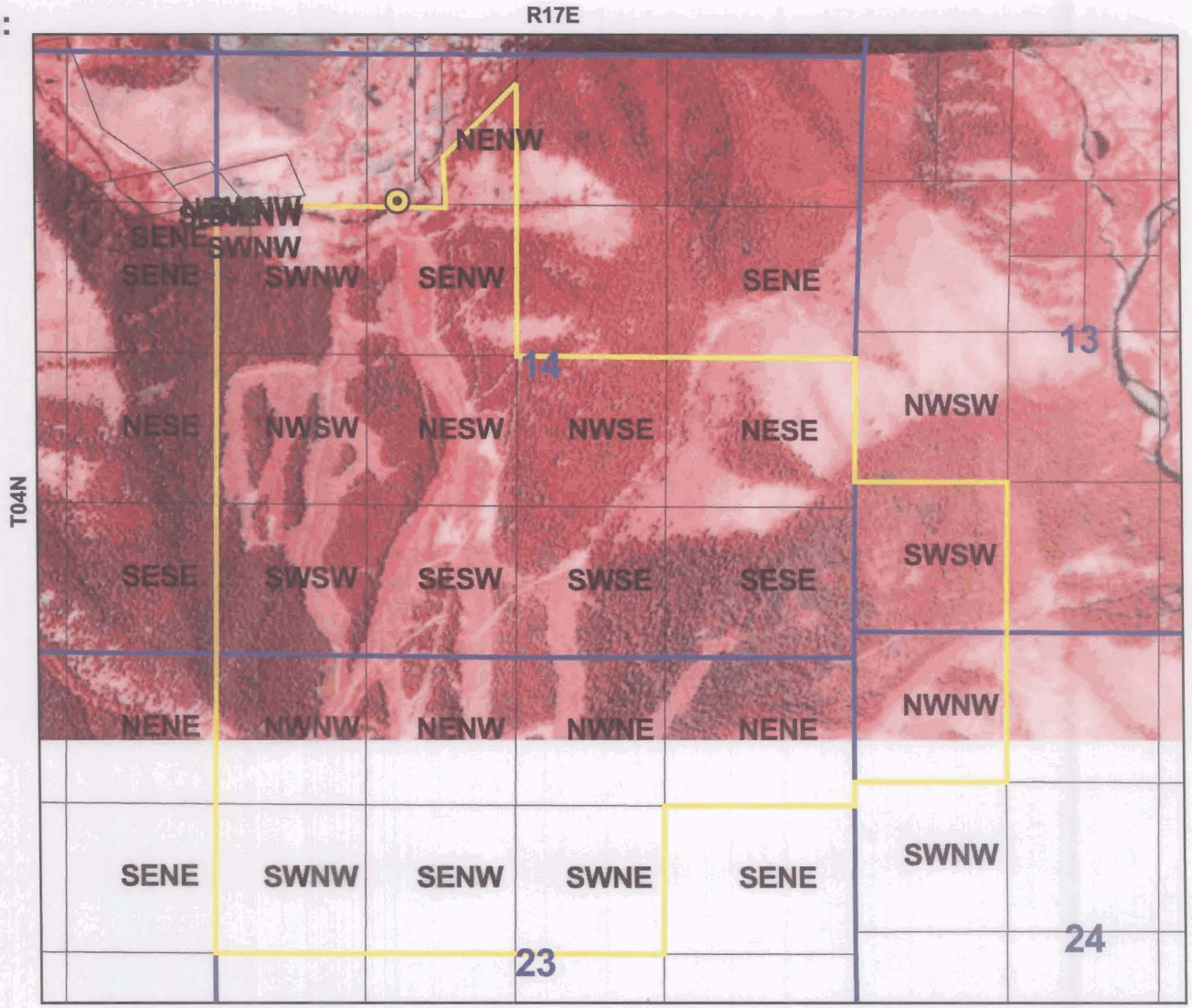
Prepared by E. NORQUES
On Wednesday, September 20, 2006
1987/88 Aerial Photography

Idaho Department of Water Resources

SRBA Recommendation:

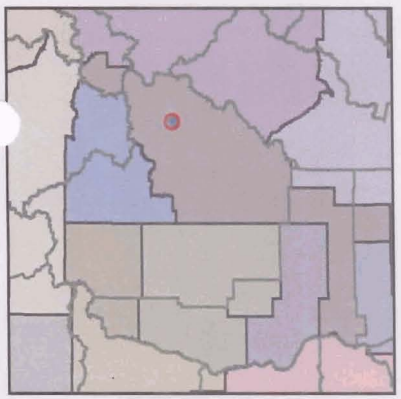
37-7340

(Commercial)



Legend

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



Blaine County
IDWR Basin 37

N

Prepared by E. NORQUES
On Wednesday, September 20, 2006
1987/88 Aerial Photography

Carter

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Needs data entry 1/03 DX

TRANSFER OF WATER RIGHT

TRANSFER NO. 4865
WATER RIGHT NO(S). 37-07170/37-07340

RECEIVED
JAN 09 1998
Department of Water Resources
Southern Region

This is to certify that: **SINCLAIR OIL CORP**
DBA SUN VALLEY CO
C/O SCOTT L. CAMPBELL
PO BOX 1539
BOISE ID 83701

has requested a change to the above captioned water right(s). This change in water right(s) is authorized pursuant to the provisions of Section 42-222, Idaho Code, provided the conditions listed below are met.

BENEFICIAL USE	PERIOD OF USE	DIVERSION RATE	ANNUAL VOLUME
Right No. 37-07170 :			
COMMERCIAL	11/01 to 04/10	2.00 CFS	638.7 AF
Priority: 10/31/1972			
Right No. 37-07340 :			
COMMERCIAL	11/01 to 04/10	0.23 CFS	73.5 AF
Priority: 02/08/1974			
	TOTAL:	**2.23 CFS**	**712.2 AF**

SOURCE	TRIBUTARY OF
WARM SPRINGS CREEK	BIG WOOD RIVER

LOCATION OF POINT(S) OF DIVERSION: Lot 3(NENW), Sec. 14, Township 04N, Range 17E
BLAINE County

PLACE OF USE: COMMERCIAL

TWN	RGE	SEC			
04N	17E	13	SWSW		
		14	Lot 3(NENW)	Lot 4(NWNW)	Lot 5(SWNW)
			SENW	NESW	NWSW
			SWSW	SESW	Lot 7(NESE)
			NWSE	SWSE	Lot 8(SESE)
		23	NENE	NWNE	SWNE
			NENW	NWNW	SWNW
			SENW		
		24	NWNW		

TRANSFER NO. 4865
WATER RIGHT NO(S). 37-07170/37-07340

CONDITIONS OF APPROVAL AND REMARKS

1. Use of water under this water right will be regulated by the watermaster of State Water District No. 37.
2. A measuring device and lockable controlling works of a type approved by this Department shall be maintained on the diverting works in a manner that will provide the watermaster suitable control of the diversion.
3. The change authorized by this transfer shall be accomplished within one (1) year of the date of this approval.
4. Failure to comply with the conditions of this transfer is cause for the director to issue an order to show cause why the approval of the transfer should not be rescinded.
5. Approval of this transfer does not preclude the opportunity for review of the validity of the water right(s) in the ongoing Snake River Basin Adjudication.
6. Commercial use is for snow-making purposes.

Dated this 17th day of January, 1997.

L. Glenn Saxton

Chief, Water Alloc. Bureau

RECEIVED

FEB 14 2000

Department of Water Resources

ELAM & BURKE
A Professional Association
ATTORNEYS AND COUNSELORS AT LAW
Established in 1928

KEY FINANCIAL CENTER
702 WEST IDAHO
POST OFFICE BOX 1539
BOISE, IDAHO 83701

TELEPHONE
208-343-5454

FACSIMILE
208-384-5844

SCOTT L. CAMPBELL

February 11, 2000

Ms. Danni Smith
Adjudication Bureau
Idaho Department of Water Resources
1301 North Orchard
Boise, ID 83706

Re: Sun Valley Company Water Right License, Permit, and/or SRBA Claim Nos. A37-07340, A37-04108, A37-00416, A37-00415, A37-02722A, A37-02678, and A37-12111

Dear Danni:

I am writing this letter in response to your request concerning my representation of the Sun Valley Company in the above-referenced water right numbers. Please be advised that this firm, Elam & Burke, P.A., represents the Sun Valley Company. Mr. David Lincoln, a Shareholder with our firm, signed the initial SRBA claims for several of Sun Valley Company's water rights in the late 80's. Accordingly, Mr. Lincoln is listed as the "attorney" for Sun Valley Company on those claims. It is my understanding that for the few licenses and/or permits filed post-November 1987, my name is listed as the "attorney" for Sun Valley Company.

Mr. Lincoln is no longer handling water rights matters for this firm. Therefore, to avoid any further confusion, I ask that the Department update their records to reflect my name as "attorney" for the Sun Valley Company in each and all of the above-referenced water rights.

Thank you for your assistance in this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,

ELAM & BURKE
A Professional Association

Scott L. Campbell

SLC:thm G:\Thm\WPDATA\1000\44\00004-smith (IDWR).wpd
cc: Wallace Huffman
Scott Mayeda

RECEIVED
DEC 10 1999
Department of Water Resources

ELAM & BURKE
A Professional Association
ATTORNEYS AND COUNSELORS AT LAW
Established in 1928

KEY FINANCIAL CENTER
702 WEST IDAHO
POST OFFICE BOX 1539
BOISE, IDAHO 83701

TELEPHONE
208-343-5454
FACSIMILE
208-384-5844

SCOTT L. CAMPBELL

December 9, 1999

Attn: Dave Tuthill
Snake River Basin Adjudication Bureau
Idaho Department of Water Resources
1301 North Orchard
Boise, Idaho 83706

Re: SRBA Claim Nos. 37-07340, 37-04108, 37-02722A, 37-02678, 37-00415, 37-00416, and 37-12111

Dear Dave:

Angela Schaer and I will be filing a notice of appearance on behalf of Sun Valley Company in claim No. 37-02710, which is a domestic water right. It has recently come to our attention that our appearance has not been entered in the appropriate data bases. Hence, our client is listed as appearing pro-se and we have not received copies of pertinent documents.

The above-referenced water rights have not yet been reported. I would appreciate it if you would have someone in your bureau review these water rights to ensure that we are listed as counsel for Sun Valley Company. I am hoping that this problem can be resolved now so that we will not have problems similar to that which we experienced with water right No. 37-02710.

If you have any questions or would like to discuss this matter further, please call. Thank you for your assistance.

Very truly yours,

ELAM & BURKE
A Professional Association

Scott L. Campbell

ADS/lmt
cc: Wally Huffman
Scott Mayeda
Carl P. Burke

10/4/1988 Sun Valley Co. SRBA CLAIMS RECEIVING CHECKLIST

CLAIMANT'S NAME Sinclair C Corporation CLAIM DENT. NO. A37-07340

DATE RECEIVED _____ CK # _____ AMOUNT $ 474 60
4 claims

	YES	NO
1. Is the name and address complete with zip code?	✓	
2. Is a priority date entered?	✓	
Is the water use exempt from the Permit requirements, or if it is not exempt, has a Permit been approved or a License issued? A Permit is required: (1) for groundwater developed after March 25, 1963 (except single family domestic and stockwater wells using less than 13,000 gpd), or (2) for surface water developed after May 20, 1971 (except for instream stockwater). **USE CARE IF CLAIM IS RETURNED. REFER TO ADJUDICATION MEMOS # 1 (ADJ. CLAIMS/APPLICATIONS) AND # 9 (REJECTION OF CLAIMS). EXPLAIN IN COMMENTS.**	✓	
3. (a) Is a source entered?	✓	
(b) Is a tributary to entered? (if required) N/A ___	✓	
4. Is the legal description of the p.d. sufficient?	✓	
5. Is there a description of the diverting works?	✓	
6. Are the water uses appropriate for the form? The short form is limited to domestic and stockwater uses with direct diversion. All claims that include storage or instream stockwater must use long form.	✓	
Is the period of use included?	✓	
Is a quantity claimed for each use?	✓	
7. Is a total quantity claimed entered?	✓	
8. If required is a consumptive use entered? N/A ✓		
Is the consumptive use correct? N/A ✓		
9. Are the non-irrigation uses listed properly? If this claim is on the short form, and more than one domestic use is listed, single ownership must be stated. If not under single ownership, each household must file a separate claim. See Adjudication Memo # 4.	✓	
10. Is (are) the place(s) of use entered?	✓	
11. Is (are) the county(ies) entered?	✓	
12. Is the ownership of p.u. checked?	✓	
13. Are other water rights listed or "none" checked?	~~✓~~	✓
14. If required, are remarks correct? (If the claimant does not own the place of use, authority for filing the claim must be explained in the remarks.) N/A ___	✓	
15. Is the basis of the claim checked?	✓	
16. Is the claim signed by the claimant, and is the signature appropriate? (If an individual is the claimant, has that individual signed the claim, or if an organization is the claimant, is the organization signature block complete?)	✓	
Has the claim been signed, sealed, and dated by a notary?	✓	
Was this claim filed on time, or was an extension granted?	✓	
Is the fee enclosed correct?	✓	
If this claim is based on an existing water right, has the identification number been entered? N/A ___	✓	
Should this claim be receipted and data entered?	✓	

Claim checked by: [illegible]

Comments: $73 —

MICROFILMED FEB 24 1993

United States Department of Agriculture Forest Service	a. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
SPECIAL USE PERMIT	70	04	14
Act of June 4, 1897	d. District (7-8)	e. User number (9-12)	f. Kind of use (13-15)
This permit is revocable and nontransferable (Ref. FSM 2710)	Ketchum 03	2720	Winter Sports 161
	g. State (16-17)	h. County (18-20)	k. Card no. (21)
	Idaho 16	Blaine 013	1

Permission is hereby granted to Sun Valley Company

of Sun Valley, Idaho 83353

hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements:

Portions of Sections 14, 22, 23, 26, and 27, T4N, R17E, Boise Meridian, Sawtooth National Forest, Idaho, and portions of Sections 13, 24, and 25, T4N, R17E, Boise Meridian, Shoshone District No. 5, Bureau of Land Management, Idaho, more specifically described on a plat designated Bald Mountain Winter Sports Area and dated 6/3/76, exclusive of lands covered by the Term Special Use Permit.

This permit covers 3,271.00 acres and/or -- miles and is issued for the purpose of:

Constructing and maintaining ski trails, parking areas, work roads, utilities, and similar improvements. A separate term special use permit dated December 2, 1977 covers the construction, operation, and maintenance of ski lifts, ski tows, buildings, and similar facilities on the ski area.

See Exhibit B for acreage tabulation of landownership; and addendum describing runs and others facilities. Both the addendum and Exhibit B are attached and made a part of this permit.

1. Construction or occupancy and use under this permit shall begin within -- months, and construction, if any, shall be completed within -- months, from the date of the permit. This use shall be actually exercised at least 150 days each year, unless otherwise authorized in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of -- Dollars ($ --) for the period from -- 19__, to -- , 19__, and thereafter annually on FREE USE - 36 CFR 251.2 -- Dollars ($ --): *Provided, however,* Charges for this use may be made or readjusted whenever necessary to place the charges on a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions 18 to 21 attached hereto and made a part of this permit.

	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
PERMITTEE	SUN VALLEY COMPANY	TITLE FILMED FEB 24 1993	December 1,1977
ISSUING OFFICER	NAME AND SIGNATURE	TITLE Forest Supervisor	DATE Dec. 2. 1977
BLM Issuing Officer	Name and Signature	Title DISTRICT MANAGER	

EXHIBIT A

(Continued on Reverse)

4. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; *provided* that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

7. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

8. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

12. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

14. In case of change of address, the permittee shall immediately notify the forest supervisor.

15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

16. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

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FEB 2 7 1993

17. In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provisions thereof, the following clauses will control.

18. (E-4) Unless sooner terminated or revoked by the Regional Forester in accordance with the provisions of the permit, this permit shall expire and become void on July 1, 2007, but a new permit to occupy and use the same National Forest land may be granted provided the permittee will comply with the then-existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the Forest Supervisor not less than six (6) months prior to said date that such new permit is desired.

19. (X-19) The permittee agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the permittee of the privileges thereof.

20. (X-96) This permit is issued subject to the conditions set forth above and to the conditions in Clauses 3 through 14, 20 through 45, and 49 through 72 of the term special-use permit dated December 2, 1977. These clauses and only these clauses from the term permit are incorporated and made a part of this permit.

21. (X-18) This permit supersedes a special-use permit designated Sun Valley Company, Inc., Winter Sports, 7/18/68.

MICROFILMED
FEB 24 1993

EXHIBIT B OF SUN VALLEY PERMIT

Acreage Tabulation of Landownership

National Forest Lands T. 4 N., R. 17 E., Boise Meridian

Section 14 (Irregular)	
S½, Lot 6	(25.51 acres)
S½SW¼SW¼NE¼	(5 acres)
SE¼	(181.33 acres)
SW¼	(160.0 acres)
W½W½NE¼SE¼NW¼	(2.5 acres)
SE¼SE¼NW¼	(10 acres)
W½SE¼NW¼	(20 acres)
Section 22	
E½SE¼NE¼	(20.0 acres)
E½E½SE¼	(40.0 acres)
Section 23	(686.19 acres)
Section 26	(690.88 acres)
Section 27	
E½NE¼	(80.0 acres)
NE¼SE¼	(40.0 acres)
Total	1961.41 acres

Bureau of Land Management Lands T. 4 N., R. 17 E., Boise Meridian

Section 13	
W½NW¼NW¼	(20.0 acres)
SW¼NW¼	(40.0 acres)
SW¼SE¼NW¼	(10.0 acres)
W½NE¼SW¼	(20.0 acres)
NW¼SW¼	(40.0 acres)
S½SW¼	(80.0 acres)
Section 24	
W½NE¼	(80.0 acres)
W½NE¼SE¼NE¼	(5.0 acres)
W½SE¼NE¼	(20.0 acres)
SE¼SE¼NE¼	(10.0 acres)
W½	(320.0 acres)
SE¼	(160.0 acres)
Section 25	
N½	(320.0 acres)
SW¼	(160.0 acres)
W½SE¼	(80 acres)
Total	1365 acres

MICROFILMED FEB 24 1993

ADDENDUM TO TERMINABLE PERMIT

SUN VALLEY COMPANY, INC. 1977

Existing Runs		Acres
A. Easiest		
1. Lower Warm Springs		21.81
2. Lower River Run		18.48
3. Upper College		17.96
4. Lower College		29.27
5. Ridge		18.94
6. Roundhouse Slope		4.02
7. Olympic Ridge		5.52
8. Broadway		50.22
9. Silver Fox		20.66
10. Southern Comfort		26.72
11. Lower Limelight		10.04
12. Lower Greyhawk		16.07
	TOTAL	239.71
B. More Difficult		
1. Mid Warm Springs		30.99
2. Mid Greyhawk		6.89
3. Lower Plaza		17.22
4. Mid River Run		24.39
5. Flying Squirrel		18.32
6. Graduate		10.90
7. Blue Grouse		12.67
8. Cut Off		4.59
9. Ridge South Slopes		10.38
10. Canyon		14.52
11. Lower Olympic		5.51
12. Christmas Bowl		16.36
13. Christmas Ridge		25.25
14. Lower Christmas		11.48
15. Cold Springs		12.93
16. Easter Bowl		15.78
17. Lookout Bowl		21.52
18. Mayday Bowl		15.21
19. Lefty Bowl		10.93
20. Far Out Bowl		9.93
	TOTAL	295.77

MICROFILMED
FEB 24 1993

Existing Runs		Acres
C. Most Difficult		
1. Warm Springs Face		22.73
2. Upper Warm Springs		8.03
3. Upper Limelight		14.35
4. Flying Maid		3.10
5. Upper Plaza		6.89
6. Upper Greyhawk		8.03
7. Upper River Run		15.84
8. Central Park		9.18
9. Upper Holiday		3.44
10. Lower Holiday		10.79
11. Sunnyside Six		5.70
12. Rock Garden		3.30
13. Exhibition		9.78
14. Olympic		8.63
15. Inhibition		5.85
	TOTAL	135.64
	SUBTOTAL	673.31
Planned Runs (50)		451.00
	TOTAL	1,124.31

Other

1. Sewer lines
2. Helispots
3. Water tanks
4. Water lines
5. Roads
6. Ski lanes
7. Telephone lines
8. Snow-making equipment

[illegible]FILMED
FEB 24 1993

EXHIBIT B OF SUN VALLEY PERMIT

Acreage Tabulation of Landownership

The permit consists of the following described lands:

National Forest Lands: S½S½NE¼ (45.51 acres), SE¼ (181.33), SW¼ (160.0), SE¼NW¼ (40.0), Section 14; E½SE¼NE¼ (20.0), E½E½SE¼ (40.0), Section 22; Section 23 (686.19); Section 26 (690.88); E½NE¼ (80.0), NE¼SE¼ (40.0), Section 27, T4N, R17E, Boise Meridian. Total - 1983.91 acres.

Bureau of Land Management Lands: S½SW¼NW¼ (20.0 acres), S½SW¼SE¼NW¼ (5.0), W½SW¼ (80.0), W½NE¼SW¼ (20.0), SE¼SW¼ (40.0), W½NW¼NW¼, N½SW¼SE¼NW¼, N½SW¼NW¼, Section 13; W½ (320.0), NW¼NE¼ (40.0), SW¼NE¼, W½NE¼SE¼NE¼, NW¼SE¼NE¼, S½SE¼NE¼ (75.0), SE¼, Section 24; N½NW¼ (80.0), SW¼NW¼ (40.0), NE¼SE¼NW¼, SW¼, and W½SE¼, Section 25; T4N, R17E, Boise Meridian. Total - 1365 acres.

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Existing Runs		Acres
C. Most Difficult		
1. Warm Springs Face		22.73
2. Upper Warm Springs		8.03
3. Upper Limelight		14.35
4. Flying Maid		3.10
5. Upper Plaza		6.89
6. Upper Greyhawk		8.03
7. Upper River Run		15.84
8. Central Park		9.18
9. Upper Holiday		3.44
10. Lower Holiday		10.79
11. Sunnyside Six		5.70
12. Rock Garden		3.30
13. Exhibition		9.78
14. Olympic		8.63
15. Inhibition		5.85
	TOTAL	135.64
	SUBTOTAL	673.31
Planned Runs (50)		451.00
	TOTAL	1,124.31

Other

1. Sewer lines
2. Helispots
3. Water tanks
4. Water lines
5. Roads
6. Ski. lanes
7. Telephone lines
8. Snow-making equipment

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ADDENDUM TO TERMINABLE PERMIT

SUN VALLEY COMPANY, INC. 1977

Existing Runs		Acres
A. Easiest		
1. Lower Warm Springs		21.81
2. Lower River Run		18.48
3. Upper College		17.96
4. Lower College		29.27
5. Ridge		18.94
6. Roundhouse Slope		4.02
7. Olympic Ridge		5.52
8. Broadway		50.22
9. Silver Fox		20.66
10. Southern Comfort		26.72
11. Lower Limelight		10.04
12. Lower Greyhawk		16.07
	TOTAL	239.71
B. More Difficult		
1. Mid Warm Springs		30.99
2. Mid Greyhawk		6.89
3. Lower Plaza		17.22
4. Mid River Run		24.39
5. Flying Squirrel		18.32
6. Graduate		10.90
7. Blue Grouse		12.67
8. Cut Off		4.59
9. Ridge South Slopes		10.38
10. Canyon		14.52
11. Lower Olympic		5.51
12. Christmas Bowl		16.36
13. Christmas Ridge		25.25
14. Lower Christmas		11.48
15. Cold Springs		12.93
16. Easter Bowl		15.78
17. Lookout Bowl		21.52
18. Mayday Bowl		15.21
19. Lefty Bowl		10.93
20. Far Out Bowl		9.93
	TOTAL	295.77

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Department of Agriculture
Forest Service

TERM SPECIAL USE PERMIT

Act of March 4, 1915, as amended July 28, 1956,
LM: ~~Act of October 21, 1976~~
(Ref. FSM 2710)
ec. 302(b) of the Federal Land Policy and
~~lgmt. Act of 1976, 43 U.S.C. 1732; 43 CFR~~

a. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
20	04	Sawtooth 14
d. District (7-8)	**e. Use number (9-12)**	**f. Kind of use (13-15)**
Ketchum 03	2720	Winter Sports 161
g. State (16-17)	**h. County (18-20)**	**k. Card no. (21)**
Idaho 16	Blaine 013	1

Permission is hereby granted to Sun Valley Company 2920.

of Sun Valley, Idaho 83353

hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements for the period of 30 years from the date thereof:

Portions of Sections 14, 22, 23, 26, and 27, T4N, R17E, Boise Meridian, Sawtooth National Forest, Idaho, and portions of Sections 13, 24, and 25, T4N, R17E, Boise Meridian, Shoshone District No. 5, Bureau of Land Management, Idaho, more specifically described on a plat designated Bald Mountain Winter Sports Area and dated 6/3/76, which is attached and made a part of this permit.

This permit covers 55.41 acres and is issued for the purpose of:

Operating and maintaining a public ski and recreation area, including uphill facilities, shelters, lodge, ski patrol building, rental shop, and other facilities, as described on the attached addendum and permit area map.

There is a separate annual special use permit dated December 2, 1977 covering the lift-served area and appurtenant improvements used in conjunction with the privileges granted by this permit.

1. Construction or occupancy and use under this permit shall begin within -- months, and construction, if any, shall be completed within -- months, from the date of the permit. This use shall be actually exercised at least 365 days each year, unless otherwise authorized in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, ~~the sum of xxxxxxxxxxxxxxxxxxxx Dollars ($xxxxxxxxxxxxxxxx) for the period from xxxxxxxx 19xx to xxxxxxxx 19xx and thereafter annually~~ See clauses 20 and 21. ~~Dollars ($xxxxxxxxxxxxxxxx)~~ ~~Provided, however, That the charges for this use shall be readjusted as of and effective on the beginning of each 5-year period from the due date of the first annual payment in order to place the charges on a basis commensurate with the value of the use authorized by this permit.~~

3. This permit is accepted subject to the conditions set forth herein, and to conditions 20 to 72 attached hereto and made a part of this permit.

	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
PERMITTEE	SUN VALLEY COMPANY	TITLE	December 1, 19
ISSUING OFFICER	NAME AND SIGNATURE	TITLE Forest Supervisor	APPROVED FEB 24 1992 Dec. 2, 1977
BLM Issuing Officer	Name and Signature	Title	

(Continued on Reverse)

EXHIBIT A

4. Development pl[illegible] lay-out plans; construction, reconstruction, alteration of im[illegible]rovements; [illegible] lay-out or construction plans for this area must be approved in advance and in writing by the forest supervisor. T[illegible] or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be p[illegible] for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

7. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

8. The permittee shall take all reasonable precaution to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the national forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

12. Except as provided in Clause 16 below, upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and the restoration of the site.

13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner above provided is qualified as a permittee, and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises will be authorized by a permit to him, which may be for the unexpired term of this permit or for such new period as the circumstances justify.

14. The permittee may sublease the use of land and improvements covered under this permit and the operation of concessions and facilities authorized; Provided the express written permission of the Forest Supervisor has been secured. The permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

15. This permit may be terminated upon breach of any of the conditions herein.

16. If during the term of this permit or any extension thereof, the Secretary of Agriculture or any official of the Forest Service acting by or under his authority shall determine that the public interest requires termination of this permit, this permit shall terminate upon thirty days' written notice to the permittee of such determination, and the United States shall have the right thereupon to purchase the permittee's improvements, to remove them, or to require the permittee to remove them, at the option of the United States, and the United States shall be obligated to pay an equitable consideration for the improvements or for removal of the improvements and damages to the improvements resulting from their removal. The amount of the consideration shall be fixed by mutual agreement between the United States and the permittee and shall be accepted by the permittee in full satisfaction of all claims against the United States under this clause: *Provided*, That if mutual agreement is not reached, the Forest Service shall determine the amount and if the permittee is dissatisfied with the amount thus determined to be due him he may appeal the determination in accordance with the Appeal Regulation (36 C.F.R. 211.20 - 211.37) and the amount as determined on appeal shall be final and conclusive on the parties hereto; *Provided further*, That upon the payment to the permittee of 75% of the amount fixed by the Forest Service, the right of the United States to remove or require the removal of the improvements shall not be stayed pending final decision on appeal.

17. [illegible]

18. In case of change of address the permittee shall immediately notify the forest supervisor.

19. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provisions thereof, the following clauses will control.

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20. (A-7) 1. Sales for the purpose of fee calculation include (1) revenue derived from all goods and services sold which are related to operations under this permit, and (2) the value of gratuities not excluded by Item g. Gratuities include such goods, services, or privileges as discounts, gifts, dividends, or benefits that are furnished to such individuals as stockholders, owners, creditors or other obligees, officers, employees or their families, at rates or under conditions not available to the general public. Such gratuities will be sales-priced by the permittee at the current price to the public.

The following items will be excluded from gross receipts or revenue to arrive at sales:

a. Refunds from returned merchandise and receipts from sales of real and personal property used in the operation.

b. Rents paid to the permittee by sublessees, even if based on sales. (The gross sales of sublessees are included as provided under Item (1).)

c. Amounts received for goods sold, services rendered, or privileges granted at a price lower than the permittee's current price to the public. (The full value is included as provided under Item (2).)

d. Sales taxes paid or payable to taxing authorities and Federal and State gasoline taxes on sales of gasoline collected from customers.

e. Amounts paid or payable to a Government licensing authority or recreation administering agency from sales of hunting or fishing licenses and recreation fee tickets.

f. Value of sales where the permittee is serving as a collection or sales agent for businesses not directly associated with the permitted operation. This includes such things as bus- or sight-seeing ticket sales for trips not related to activities on the permitted area, telephone-toll charges, and accident-insurance sales.

g. Items listed in a policy statement prepared by the permittee pertaining to gratuities previously approved in writing by the Forest Supervisor. The policy may provide for those furnished to persons present in the interest of public safety; those whose presence will significantly increase sales by publicity for the operation; competitors, judges, and other officials of organized competitive or exhibition events; officials responsible for inspection and administration of the permitted use; and other similar purposes.

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The policy statement will describe how gratuities are to be recorded. A record of all gratuities will be kept by the permittee as a part of the records under this permit.

h. Franchise receipts. (See definition below.)

i. Commissions. (See definition below.)

2. Franchise Receipts are defined as amounts paid the permittee by sublessees, as determined at the time franchise operations are authorized, solely for the opportunity to do business at a specific location in addition to a stated rental fee. Franchise receipts may be in the form of fixed amounts of money or reduced prices for the franchiser's product or service. No franchise operations will be undertaken until approved, in advance, by the Forest Supervisor.

3. Commissions are payments received by the permittee for serving as an agent or providing services, such as those described in Items e and f.

4. For purposes of recording and reporting sales, and sales-related information including the cost of sales, the activities of the permittee are divided into:

Service, Food. Includes the serving of meals, sandwiches, and other food materials either consumed on the premises or prepared for carryout. Snack bars are included here, as well as the sale of non-alcoholic drinks and wine and beer, served in conjunction with food.

Merchandise. Includes the sale of miscellaneous clothing, and such items as hardware, souvenirs, and gifts. Bait, fishing rods, reels, boats, motor and boating accessories are included as well as other sporting equipment and clothing sales. Where a "Service, Cars" category of business is not established by this permit, the sale of auto accessories is included in this category.

Service, Liquor. Includes the sale of alcoholic drinks for consumption on the premises and other sales ordinarily a part of a bar or cocktail-lounge business. Where a bar is operated in conjunction with a restaurant or overnight accommodations, liquor, beer and wine sales are recorded separately from the other sales and included in this category. The sale of alcoholic beverages for consumption off the premises is also included in this item, except as indicated in "Service, Food."

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Outfitting, Guiding. Includes all activities or commercial guiding services involving back-country travel, regardless of mode of travel, when associated with a resort or dude ranch with a mixture of businesses. All fees charged are considered sales.

Rentals and Services. Includes the rental of furnished or unfurnished cabins, cottages, housekeeping rooms, condominiums, motel units (where daily maid service is not furnished by the permittee), etc., and the rental of camping space, trailer space, horses, trailers, and other equipment rentals. Also included are services such as barbershops, and amusements such as billiards. Includes the rental of marine-type equipment, such as boats, motors, boat docks and boat moorings, and boat launching. Rentals of ski and snowplay equipment and snowmobiles are also included.

Lifts, Tows, and Ski Schools. Includes charges for use of all types of uphill transportation facilities and for sports lessons and training.

For purposes of fee calculation, the development boundary will include all permitted National Forest land, Bureau of Land Management land, and those portions of the private land which in combination with the National Forest land constitute a logical overall integrated business operation.

Slope Transport Feet Method of Proration. In this method, the capacity of each lift is multiplied by the slope distance travelled by that lift through each ownership. This provides a factor called slope transport feet. These factors are added for each ownership and the percentage they bear to the total is determined. The resulting percentages reflect, by ownership, the weighted capacity of the lifts to accommodate skiers. (Currently, this proration equals 95 percent of net sales and other income from uphill facilities located all or partially on Federal lands. This percentage will be adjusted as uphill facilities are added or deleted. Any adjustment in percentage will be effective the first day of the permittee's following fiscal year.)

5. Gross Fixed Assets (GFA) is the total cost of improvements, equipment, and fixtures necessary and used to generate sales and other income during the permit year on the permitted area or within the development boundary shown in this permit.

   a. Costs of the following items verified by a representative of the Forest Service to be in existence and used by the

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permittee are included in the establishment of the original GFA, but not includable thereafter unless capitalized in the permittee's accounting records.

1. Expensed items that are identifiable structures, major equipment, such as road maintenance equipment, or land improvements which play a distinct role in generating sales.

2. Identifiable permittee costs to provide utility services to the area.

b. Such items as the following are not a part of GFA:

1. Assets that ordinarily qualify for inclusion in GFA, but which are out of service for the full operating year for which fees are being determined.

2. Land.

3. Expendable or consumable supplies.

4. Intangible assets, such as goodwill, organization expense, and permit value.

5. Improvements not related to the operation.

6. Luxury improvements not used to generate sales.

7. Improvements not located on the permit sites or within the development boundary.

As of 11/24/75, the tentative GFA under this ownership is $6,868,593. Actual GFA will be determined at a later date and shown as an amendment (Schedule A) to the permit.

All work and capital expenditures made to improve tangible fixed assets that are expensed but not capitalized will not be included in the Gross Fixed Assets after the initial GFA has been established and GRFS implemented. Fixed assets expensed by the permittees prior to the implementation of the GRFS system will be included in the initial GFA only after the permittee supplies the Forest Officer with sufficient proof that the work and expense did occur.

21. (A-8) The annual fees due the United States for those activities authorized by this permit shall be calculated on sales according to the following schedule.

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Kind of Business	Breakeven Point (Sales to GFA) (Percentage)	Rate Base (Percentage)	Balance of Sales Rate (Percentage)
Service, Food	70	1.25	1.50
Merchandise	70	1.50	1.80
Service, Liquor	60	1.80	2.15
Outfitting, Guiding	50	2.00	2.65
Rentals and Services	30	4.50	5.95
Lifts, Tows, and Ski Schools	20	2.00	5.00

A weighted-average break-even point (called the break-even point) and a weighted-average rate base (called the rate base) will be calculated and used when applying the schedule to mixed business. If the permittee's business records do not clearly segregate the sales into the business categories authorized by this permit, they will be placed in the most logical category whenever possible. If sales with a different rate base are grouped, it will be necessary to place them all in the rate category that will yield the highest fee. The fee on sales below the break-even point will be calculated using 50 percent of the rate base. The fee on sales between the break-even point and twice the break-even point will be calculated using 150 percent of the rate base. The fee on sales above twice the break-even point will be calculated using the balance of sales rate. Form 2700-19 will simplify computation.

This use occupies both private and public land. For purposes of the fee calculation, "GFA" and "Sales" will be adjusted by a percentage representing the portion of the use attributed to National Forest land. This percentage has been calculated on the basis of slope transport feet method of proration. This has been determined to be 95 percent and is subject to annual review and adjustment by the Forest Service as may be necessitated by the addition or removal of improvements.

To the above basic fee will be added the fee for commissions calculated by applying the weighted average fee rate to revenue collected as commissions. The weighted average fee rate is derived by dividing the total basic fee by sales.

To the above fees will be added 50 percent of franchise receipts.

The minimum annual fee for this use, which is due in advance and is not subject to refund, will be equal to the fee that would

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result when sales are 40 percent of the break-even point. This fee will be calculated and billed by the Forest Service during the final quarter of the permittee's fiscal year using the most recent GFA figure and previously reported sales data for the current year, plus, if the operating season is still active, estimated sales for the remainder of the year.

22. (A-10) Upon determination by the Chief of the Forest Service that sufficient changes have occurred in conditions relating to specific kinds of business to warrant review, break-even points and rates will be reexamined and, if appropriate, new schedules will be prepared by the Forest Service to be effective in all permits authorizing such business or businesses. The charges for this permit will be developed according to the new schedule as of, and effective on, the beginning of the permittee's business year following approval of the revised rate scheduled.

23. (A-12) Reports and deposits required as outlined above shall be tendered in accordance with the schedule below. They will be sent or delivered to the Collection Officer, Forest Service, USDA, 1525 Addison Avenue East, Twin Falls, Idaho 83301. Checks or money orders will be payable to "Forest Service, USDA."

The permittee will:

1. During the final fiscal quarter, pay within 15 days of billing by the Forest Service, the annual minimum fee for the next year.

2. The permittee will send to the Forest Supervisor on or before three months after close of permittee's fiscal year an annual operating statement reporting the results of operations including yearend adjustments. The permittee will also include or cause to be provided from each sublessee an operating statement covering the results of its operations for the same period. The permittee will also include a balance sheet representing his financial condition at the close of his business year, and a schedule of gross fixed assets adjusted to comply with the terms of this permit in a format and manner prescribed by the Forest Service.

3. Within 15 days of receipt of a statement from the Forest Supervisor, pay any additional fee required to correct fees paid for the past year's operation.

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All fee calculations and records of sales and GFA are subject to periodic audit. Errors in payment will be corrected as needed in conformance with those audits.

24. (A-13) A service charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The service charge shall be one (1.0) percent per month of the fee from the date statement and fees were due, or $15, whichever is greater. If a due date falls on a non-workday, the service charge will not apply until the end of the next workday.

25. (A-14) For the purpose of administering this permit (including ascertaining that fees paid were correct and evaluating the propriety of the fee base), the permittee agrees to make all of the accounting books and supporting records to his business activities, as well as those of sublessees operating within the authority of this permit, available for analysis by qualified representatives of the Forest Service or other Federal agencies authorized to review the Forest Service activities. Review of accounting books and supporting records will be made at dates convenient to the permittee and reviewers. Financial information so obtained will be treated as confidential to the extent allowed in the Freedom of Information and the Privacy Acts, 5 U.S.C. 552 and 552a, respectively.

The permittee will retain the above records and keep them available for review for 3 years after the end of the year involved, unless disposition is otherwise authorized by the Forest Service in writing.

26. (A-15) The permittee shall follow generally accepted accounting principles in recording his financial transactions and in reporting results to the Forest Service. When requested by the Forest Service, the permittee at his own expense, will have his annual accounting reports audited by a public accountant acceptable to the Forest Service. The permittee will require his sublessees to comply with these same requirements. The minimum acceptable accounting system will include:

1. Systematic internal controls and recording by kind of business the gross receipts derived from all sources of business conducted under this permit. Receipts should be recorded daily and, if possible, deposited into a bank account without reduction by disbursements. Receipt entries should be supported by such source documents as cash-register tapes, sale invoices, room-rental records, and cash accounts from other sources.

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2. A record of all disbursements, including capital items, and a permanent record of investments in facilities.

3. Bank accounts will be maintained separately for the businesses conducted under this permit and not co-mingled with those for other businesses of the permittee.

27. (B-1) In connection with the performance of work under this permit, the permittee agrees as follows:

a. The permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The permittee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Forest Service setting forth the provisions of this nondiscrimination clause.

b. The permittee will, in all solicitations or advertisements for employees placed by or on behalf of the permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. The permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Forest Service, advising the labor union or workers' representative of the permittee's commitments under this clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 31, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The permittee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit

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access to his books, records, and accounts by the Forest Service and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the permittee's noncompliance with the nondiscrimination clauses of this permit or with any of such rules, regulations, or orders, this permit may be cancelled or terminated in whole or in part and the permittee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.

g. The permittee will include the provisions of the foregoing paragraphs (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The permittee will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Forest Service, the permittee may request the United States to enter into such litigation to protect the interests of the United States.

28. (B-4) In the transportation, storage, and use of explosives, the permittee shall comply with all applicable Federal, State, and local laws or regulations, more particularly described in Section 6.1 of the Forest Service Health and Safety Code (FSH 6109.13).

29. (B-8) The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.

30. (B-10) The permittee shall have in force public liability insurance covering: (1) property damage in the amount of twenty-five thousand dollars ($25,000), and (2) damage to persons in the minimum amount of five hundred thousand dollars ($500,000) in the event of death or injury to one individual and the minimum amount of two million dollars ($2,000,000) in the event of death

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or injury to more than one individual. The coverage shall extend to property damage, bodily injury, or death arising out of the permittee's activities under the permit including, but not limited to, the occupancy or use of the land and the construction, maintenance, and operation of the structures, facilities, or equipment authorized by this permit. Such insurance shall also name the United States as a co-insured and provide for specific coverage of the permittee's contractually assumed obligation to indemnify the United States. The permittee shall require the insurance company to send an authenticated copy of its insurance policy to the Forest Service immediately upon issuance of the policy. The policy shall also contain a specific provision or rider to the effect that the policy will not be cancelled or its provisions changed or deleted before thirty (30) days written notice to the Forest Supervisor, 1525 Addison Avenue East, Twin Falls, Idaho, 83301, by the insurance company.

Rider Clause (for insurance companies)

It is understood and agreed that the coverage provided under this policy will not be cancelled or its provisions changed or deleted before thirty (30) days written notice to the Forest Supervisor, 1525 Addison Avenue East, Twin Falls, Idaho 83301, from the insurance company.

31. (B-11) The operation and maintenance of all sanitation, food-service, and water-supply methods, systems, and facilities shall comply with the standards of the local department of health and the United States Public Health Service.

The permittee shall dispose of all garbage and refuse in a place and manner specified by the Forest officer in charge.

32. (B-13) Not later than October 1 of each year, the permittee shall have the lifts and ski tows inspected by an engineer who is qualified, as defined by the current American National Standard Safety Requirements for Aerial Passenger Tramways, to make such inspections. A certificate of this inspection, attesting to the adequacy and safety of the installations and equipment for public use, shall be forwarded to the Forest Supervisor not later than thirty (30) days following each inspection. Inspections will be made in accordance with the current American National Standard Safety Requirements for Aerial Passenger Tramways.

33. (B-14) The Forest Service reserves the right to inspect the permitted facilities and improvements at any time for compliance with terms of this permit, and if in the opinion of the Forest

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Supervisor there is insufficient adherence to the terms of the permit, he may suspend use or operation of any part, or all, of the permitted facilities or improvements. Such inspections by the Forest Service do not relieve the permittee of his responsibilities under other terms of this permit.

34. (B-15) At any time the lift systems authorized by this permit are open to public use, the permittee shall maintain in operable condition an auxiliary source of power sufficient to operate the lifts for the purpose of unloading passengers.

35. (B-16) The permittee shall install and maintain in operable condition, an adequate telephone or radio-telephone system to provide communication between operators at each terminal or loading station and to and from the area.

36. (B-17) The use of explosives and blank ammunition shall be in accordance with safety rules designed to prevent damage to life, property, or forest cover. Periods of use may be restricted by the Forest Service, when fire danger conditions require.

37. (B-22) The permittee shall maintain and operate a ski school on the permit area. The director for said school shall be certified and qualified to the satisfaction of the Forest Supervisor to give instruction and to direct others in giving instruction in all degrees of skiing proficiency required at the site. Ski safety shall be emphasized in all instruction.

38. (B-24) The permittee shall carry on all operations in a workmanlike manner, having due regard for the safety of employees; and shall safeguard with fences, barriers, fills, covers, or other effective devices, pits, cuts, and other excavations which otherwise would unduly imperil the life, safety, or property of other persons.

39. (B-31) Natural phenomenons in the Forest such as avalanches, rising waters, high winds, falling limbs or trees, and other hazards present risks to the permittee's property which the permittee assumes. The permittee has the responsibility of inspecting his site, right-of-way and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards, in order to protect his improvements.

40. (B-32) The permittee shall maintain an adequate ski patrol organization Each patrolman shall meet the qualifications as specified in th safety and operations plan and may be either paid or voluntee

An adequate ski patrol, also specified in the safety and operations plan, shall be present at all times during which the public is using the uphill equipment or skiing the slope.

41. (B-33 and X-72) The permittee shall conduct the operations authorized by this permit with full recognition of the need for public safety. In furtherance of this requirement, the permittee and the Forest Service shall jointly prepare a plan covering safety and operations designed to provide among other things, adequate safety to the users of the permitted area and facilities. The plan shall have written approval of the Forest Supervisor prior to operation of the facilities for public use purposes. The plan shall include, but shall not be limited to, avalanche safety; amount and kind of rescue equipment; conditioning of trails; and frequency of permittee inspection of area, equipment, machinery, uphill facilities, communications, sanitation, and erosion control.

The provisions of the safety and operations plan and the annual revisions will become a part of this permit and will be signed by the Forest Supervisor and the permittee or his designated representative.

42. (B-35) All transmission lines shall be designed and constructed in accordance with accepted standards and specifications for transmission lines of similar voltage, capacity, and purpose. All transmission lines and all power transmission lines of 34.5 KV or less will be placed underground except where prohibited by technical circumstances. The burden of proof for deviation from this requirement rests with the permittee and any deviation will be authorized only after review of the facts by the Forest Supervisor. Any deviations must be approved in writing.

43. (C-2) The permittee shall prepare site plans to show the location of all buildings, service areas, roads, and structures. Such plan shall be on a scale of 1" = 500' with 40-foot contour intervals. The permittee is encouraged to consult with the Forest Service during the preparation of all site plans to ensure that they are adequate and to gain multiple use compliance. No construction shall be undertaken by the permittee prior to site plan approval.

44. (C-3) As a further guarantee of the faithful performance of the provisions of clauses __--__ of this permit, the permittee agrees to deliver and maintain a surety bond in the amount of __--__ dollars ($__--__). Prior to undertaking additional construction or alteration work not provided for in the above clause(s) or when the improvements are to be removed and the area restored, the permittee shall deliver and maintain a surety bond in an amount set by the Forest Service, which amount shall not be in excess of the estimated

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loss which the Government would suffer upon default in performance of this work. Should the sureties or the bonds delivered under this permit become unsatisfactory to the Forest Service, the permittee shall, within thirty (30) days of demand, furnish a new bond with surety, solvent and satisfactory to the Forest Service. In lieu of surety bond, the permittee may deposit into a Federal depository, as directed by the Forest Service, and maintain therein, cash in the amounts provided for above, or negotiable securities of the United States having a market value at time of deposit of not less than the dollar amounts provided above.

The permittee's surety bond will be released, or deposits in lieu of bond, will be returned thirty (30) days after certification by the Forest Service that priority installations under the development plan are complete, and upon furnishing by the permittee of proof satisfactory to the Forest Service that all claims for labor and material on said installations have been paid or released and satisfied. The permittee agrees that all moneys deposited under this permit may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the United States to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the United States.

45. (C-4) The permittee shall prepare grading plans, profiles, and cross-sections to show precise elevations, excavations, and other details related to the installations of buildings, structures, or improvements on the permitted-use area. Such plans shall include provisions for drainage, retaining structures, seeding, and planting, to be made for the prevention and control of erosion on the permitted area and the National Forest lands adjacent to the permitted area, insofar as the latter may be influenced by the permitted use.

46. (C-6) All plans and specifications for buildings shall be prepared by an architect licensed in the State in which the building will be located. The plans shall be in accordance with the current Uniform Building Code. Building plumbing shall be in accordance with the National Plumbing Code. The electrical system shall be in accordance with the National Electrical Code. Other systems shall be designed in accordance with recognized standards.

Plans shall be submitted to the Forest Service for approval prior to beginning of construction.

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The permittee shall submit to the Forest Service a certification by the architect or engineer who inspected construction that the building has been constructed in accordance with the approved plans before the building is approved for use.

47. (C-7) All uphill facilities shall be designed, constructed, operated, inspected, and maintained in accordance with the latest edition of the American National Standard Safety Requirements for Aerial Passenger Tramways.

The permittee shall present to the Forest Service for approval detailed drawings and specifications for all towers and foundations, including those for the upper and lower terminals. The permittee shall also provide detailed drawings of mechanical parts to show design or a manufacturer's model or schematic diagram showing the parts, or make reference to manufacturer's identification of such parts as gears, reducers, power units, and brakes. Plans must be approved by the Regional Forester or his designated representative.

During foundation construction, concrete shall be tested for quality and the test results presented to the Forest Supervisor.

48. (C-8) All lifts and tows installed on National Forest land, or which serve National Forest together with other lands, must be constructed under the supervision of an engineer who is qualified, as defined by the current American National Standard Safety Requirements for Aerial Passenger Tramways, to provide such supervision. The engineer shall certify in writing that all improvements have been installed in accordance with approved plans. The permittee shall bear the cost of engineering and supervision services. The permittee shall not operate the facilities for public purposes until written approval is granted by the Forest Service.

49. (C-13) All plans, maps, and specifications shall be written in English and shall use American standards of measurement.

50. (D-2) No waste or byproducts shall be discharged if it contains any substances in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies.

Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies.

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51. (D-3) The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.

52. (D-4) The permittee shall take reasonable precautions to protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges authorized by this permit, depending on the type of monument destroyed, the permittee shall see that they are re-established or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the permittee shall cause such official survey records as are affected to be amended as provided by law.

53. (D-5) The permittee will take reasonable measures to prevent and discourage vandalism or disorderly conduct, and when necessary, will call in the appropriate law-enforcement officer.

54. (D-7) The permittee shall be responsible for the prevention and control of soil erosion and gullying on the area covered by this permit and lands adjacent thereto, resulting from construction or operation of the permitted use, and shall provide preventive measures as required by the Forest Officer in charge.

55. (D-9) All earth cut or fill slopes favorable to revegetation or other areas on which ground cover is destroyed in the course of construction, will be revegetated to grasses or other suitable vegetation as required by the Forest Supervisor.

56. (D-10) Topsoil shall be stripped from the permitted area and be deposited in storage piles apart from other excavated material. After the desired amount of material has been removed, and the resulting pit has been trimmed and smoothed as required, the stored topsoil shall be evenly spread over exposed subsoil to the extent that may be practicable, and shall be revegetated.

57. (D-11) Seeding or planting will be done at a time of the year, in a manner, and with species which the District Ranger considers offor the best chance of success and will be repeated annually until such areas are accepted in writing by the District Ranger as satisfactorily revegetated and stabilized.

58. (D-14) All butane, propane, or other liquified-petroleum-gas equipment shall be installed and operated in accordance with the laws and regulations of the State.

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59. (D-15) The permittee shall take reasonable precautions to prevent pollution of or deterioration of lands or waters which may result from the exercise of the privileges extended by this permit.

60. (F-4) Open fireplaces shall be equipped with spark screens.

61. (F-7) The permittee shall install fire extinguishers and firefighting apparatus of types, of capacities, in numbers, and at locations approved by the Forest Supervisor. This equipment shall be in readiness at all times for immediate use, and shall be tested each year, at such times as may be required by the Forest Supervisor.

62. (F-24) The permittee shall do everything reasonably within its power and shall require its employees, contractors, and employees of contractors to do everything reasonably within their power, both independently and upon request of the Forest Service to prevent and suppress fires on or near the lands to be occupied under this permit.

63. (X-3) Nothing in this permit shall be construed to imply permission to build or maintain any structure not specifically named on the face of this permit, or approved by the Forest Service in the form of a new permit or permit amendment. [Additional structures requiring specific approval shall include, but are not limited to: signs, fences, nameplates, pipelines, television antenna, helicopter pads, and telephone boxes.]

64. (X-22) The Forest Service shall have the authority to check and regulate the adequacy and type of services provided the public and to require that such services conform to satisfactory standards. The permittee may be required to furnish the Forest Service a schedule of prices for sales and services authorized by the permit. Such prices and services may be regulated by the Forest Service: Provided, That the permittee shall not be required to charge prices lower than those charged by comparable or competing enterprises.

65. (X-24) Gambling or gambling machines or devices will not be permitted on National Forest lands regardless of whether or not they are lawful under State law or County ordinances.

66. (X-26) The sale of beer and wine is allowed under this permit. However, if conditions develop as a result of this privilege which, in the judgment of the Forest officer in charge are undesirable, the sale of such beer and wine shall be discontinued. In the event that this action becomes necessary, the permittee will be informed in writing by the Forest Service.

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67. (X-30) The permittee, in his advertisements, signs, circulars, brochures, letterheads, and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of his permit, or the area covered by it or tributary thereto.

The fact that the permitted area is located on the Sawtooth National Forest and the Bureau of Land Management shall be made apparent in all of the permittee's brochures and advertising regarding use and management of the area and facilities under permit.

68. (X-49) This permit shall not be exclusive. The Forest Service reserves the right to use or permit others to use any part of the permitted area for any purposes, provided such use does not interfere with the rights and privileges hereby authorized.

69. (X-69) The acquisition or assumption by another party under an agreement with the permittee of any right or obligation of the permittee under this permit shall be ineffective as to the Forest Service unless and until the Forest Service shall have been notified of such agreement and shall have recognized and approved it in writing signed by the Forest officer who approved this permit, or by his successor or superior officer; and in no case shall such recognition or approval:

a. Operate to relieve the permittee of the responsibilities or liabilities he has assumed hereunder; or

b. Be given unless such other party:

1. Is acceptable to the Forest Service as a permittee, and assumes in writing all of the obligations to the Forest Service under the terms of this permit as to the incomplete portion thereof, or

2. Acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests.

70. (X-92) The permittee, if a corporation, shall notify the Forest Service within fifteen (15) days of changes listed below:

a. Names of officers appointed or terminated.

b. Names of stockholders who acquire stock shares causing their ownership to exceed 50 percent of shares issued or who otherwise acquire controlling interest in the corporation.

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71. (X-93) The permittee, if a corporation, shall furnish the Forest Supervisor a copy of the articles of incorporation, a copy of the corporation's bylaws and, in addition, an authenticated copy of a resolution of the board of directors specifically authorizing one certain individual or individuals to represent the permittee in its dealing with the Forest Service. Also, the permittee will furnish the Forest Supervisor a list of officers and directors of the corporation and their addresses and promptly notify him of any changes. A certified list of the stockholders and amount of stock owned by each will be furnished the Forest Supervisor on his request.

72. (X-18) This permit supersedes a special use permit designated Sun Valley Company, Inc., Winter Sports, 7/18/68.

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ADDENDUM TO TERM PERMIT

SUN VALLEY COMPANY, INC. TERM PERMIT ACREAGES - 1977

30 FEET WIDE

Lifts	Acres
River Run	1.45
Exhibition	2.41
Christmas Triple	2.72
Cold Springs	1.92
Christmas Double	2.96
Mid College	3.31
Flying Squirrel	2.62
Lookout	1.40
Warm Springs #1	2.14
Warm Springs #2	3.91
Roundhouse T Bar	0.63
Chaneys	2.75

Proposed

Lifts	Acres
Holiday	4.99
Graduate	2.58
Olympic	1.72
Big Meadow	3.69
Grey Hawk	2.58
Mayday	2.93
Scattle Ridge	3.58
Fire Trail	3.10
Broadway Saddle	1.38
TOTAL	54.77

Buildings	Acres
Round House	0.14
Duchin 9000	0.10
Lookout Restaurant	0.13
Ski Patrol Hut (2)	0.07
Explosive Storage	0.01
Pumphouse-Warm Springs	0.01
Compressor House	0.07
Meadows Restaurant (Proposed)	0.11
TOTAL	.64

TOTAL OF ALL BUILDINGS AND LIFTS EXISTING AND PROPOSED..... 55.41 Acres

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SD-0601-2 Last Name: SUN VALLEY STATE

SEL	First Name	OWN	Water Right No.	Priority Date	Source	Total Diversion	Use Code	Desc
	SUN VALLEY CO. INC.							
		O	A37-07102	05/25/1971	GROUNDWATER	9.000	40	MUNI
		O	A37-07147	05/23/1972	GROUNDWATER	0.150	43	DOMEST
	SUN VALLEY COMPANY							
		K	A37-00415	04/25/1881	TRAIL CREEK	25.000	01	IRR
							52	AES
							16	WILDLF
		K	A37-00416	10/05/1883	TRAIL CREEK	6.500	01	IRR
							52	AES
							16	WILDLF
		K	A37-02710	07/08/1965	SPRING	0.060	43	DOMEST
		K	A37-07170	10/31/1972	WARM SPRING	2.000	10	COMMER
		K	A45-07657	06/30/1989	GROUNDWATER	0.020	10	COMMER
		K	A37-02722A	01/03/1966	GROUNDWATER	0.040	40	MUNI
		K	A37-07340	02/08/1974	WARM SPRING	0.230	10	COMMER
		K	A37-12111	06/30/1937	TRAIL CREEK	110.000	17	WILD S

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Department of Water Resources
Southern Region Office

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SD-0601-2 Last Name: SUN VALLEY STATE

SEL	First Name	OWN	Water Right No.	Priority Date	Source	Total Diversion	Use Code	Desc
_	SUN VALLEY COMPANY							
_		K	A37-12111	06/30/1937		110.000	53	AES S
_							47	REC S
_	SUN VALLEY FARMS							
_		C	36-07833	02/26/1979	GROUNDWATER	2.870	01	IRR
_		C	A36-02377	02/18/1959	GROUNDWATER	3.800	01	IRR
_		C	A36-02388	11/05/1961	GROUNDWATER	4.420	01	IRR
_		C	A36-02622	08/19/1965	GROUNDWATER	4.070	01	IRR
_		C	A36-07833	02/26/1979	GROUNDWATER	6.910	01	IRR
_		C	A36-14492	02/18/1959	GROUNDWATER	0.060	43	DOMEST
_							04	STOCK
_		C	A36-14493	11/05/1961	GROUNDWATER	0.040	43	DOMEST
_		C	36-02622	08/19/1965	GROUNDWATER	4.070	01	IRR
_		C	36-14493	11/05/1961	GROUNDWATER	0.040	43	DOMEST
_		C	36-14492	02/18/1959	GROUNDWATER	0.060	43	DOMEST
_							04	STOCK

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Attorneys for Sun Valley Company

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

In Re the General Adjudication of Rights to the Use of Water from the Snake River Basin Water System	Case No. 39576
	NOTICE OF APPEARANCE
The State of Idaho, ex rel. R. Keith Higginson in his official capacity as Director of the Idaho Department of Water Resources, Petitioner, vs. The United States; the State of Idaho; and all claimants to the use of water from the Snake River Basin Water System	

DESCRIPTIVE SUMMARY

This document contains the Notice of Appearance of David B. Lincoln, entering an appearance on behalf of Sun Valley Company.

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OCT 25 1994

NOTICE OF APPEARANCE

TO: Petitioner and its attorneys of record:

YOU WILL PLEASE TAKE NOTICE That David B. Lincoln of the firm Elam, Burke & Boyd, hereby enters the appearance of said firm as attorneys of record for Sun Valley Company in the above-entitled action.

DATED This 7th day of January, 1992.

ELAM, BURKE & BOYD

By _____
David B. Lincoln, of the firm
Counsel for Sun Valley Company

CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the above and foregoing NOTICE OF APPEARANCE was mailed this 7th day of January, 1992 in an envelope with sufficient first-class postage prepaid thereon to the following:

SEE ATTACHMENT A.

_____
David B. Lincoln

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OCT 25 1994

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ATTACHMENT A -- CERTIFICATE OF MAILING

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OCT 25 1994

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ATTACHMENT A -- CERTIFICATE OF MAILING

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