

RECEIVED**FEB 14 2018****DEPT OF WATER RESOURCES**STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No.

82154**MINIMUM REQUIREMENTS CHECKLIST**
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER**RECEIVED****FEB 20 2018****DEPT OF WATER RESOURCES**
SOUTHERN REGION

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at www.idwr.idaho.gov.

Name of Applicant(s) Sun Valley Company, A Wyoming Corporation**Check whether each item below is attached (Yes) or not applicable (N/A) for the proposed transfer.****Yes N/A** * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a [Part 2A](#) report describing each water right in the transfer as currently recorded.
- ☐ ☒ Complete and attach an Application for Transfer [Part 2B](#) for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. ([Fee schedule](#) is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☐ ☒ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☐ ☒ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☐ ☒ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). **
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System ([GIS](#)) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see [fee schedule](#).
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. ([Attachment WSB](#))
- ☐ ☒ #10 Other. Please describe: _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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FEB 20 2018

DEPT OF WATER RESOURCES
SOUTHERN REGION

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1

Name of Applicant(s) Sun Valley Company, A Wyoming Corporation Phone 208-622-2041

Mailing address P.O. Box 10, Sun Valley, ID 83353 Email _____

- ☐ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it **Attachment #1**.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it **Attachment #2a**.
- ☐ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it **Attachment #2b**.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it **Attachment #3**.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Erick Powell, Brockway Engineering Phone 208-736-8543

Mailing address 2016 Washington Street North, #4, Twin Falls, ID 83301 Email erick.powell@brockwayeng.co

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☒ Send original correspondence to the applicant and copies to the representative.
- ☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it **Attachment #4**.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.


Signature of Applicant or Authorized Representative

Tim Silva Vice President/GM
Print Name and Title if applicable

2.12.2018
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

1. ☐ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____

2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it **Part 1A.2**.

Please see attached pages labeled Part 1A.2.

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	37-8575A	4.46 / 456.3	Commercial	10/15 to 4/01	Groundwater
☐ ☐		4.46 / --	Fire Protection	1/1 to 12/31	Groundwater
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 4.46 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 4.46 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

- ☒ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA.
 Label it **Attachment #5**.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
4N	17E	13											C,F	C,F					
4N	17E	22																C,F	
4N	17E	23		C,F	C,F	C,F		C,F	C,F	C,F	C,F	C,F	C,F	C,F	C,F	C,F	C,F	C,F	
4N	17E	24	C,F	C,F	C,F	C,F	C,F	C,F	C,F	C,F		C,F	C,F						
4N	17E	25			C,F			C,F	C,F	C,F	C,F					C,F			
4N	17E	26	C,F	C,F	C,F	C,F		C,F		C,F	C,F	C,F	C,F			C,F	C,F		
4N	17E	27	C,F																
Total Acres (for irrigation use)																			

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

**APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1 Continued**

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:

No change in the POD or diversion system. Snow making system is measured and monitored (Figure 13 as an example).

- b. Who owns the property at the point(s) of diversion? Applicant

If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:

- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?

If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____

It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.

- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?

If yes, ☐ complete [Attachment WSB](#).

- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:

Land currently under snow making right will be dried up and no snow making activities will be conducted at these locations.

- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:

See attached narrative.

- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:

Yes No

- | | | |
|--------------------------|-------------------------------------|---|
| ☐ | ☒ | undergone a period of five or more consecutive years of non-use, |
| ☐ | ☒ | currently leased to the Water Supply Bank, |
| ☐ | ☒ | currently used in a mitigation plan limiting the use of water under the right, or |
| ☐ | ☒ | currently enrolled in a Federal set-aside program limiting the use of water under the rights? |

If yes, describe:

**IDAHO DEPARTMENT OF WATER RESOURCES
APPLICATION FOR TRANSFER OF WATER RIGHT
PART 2A**

Current Water Right No.: 37-8575A

Current Owner: SUN VALLEY CO A WYOMING CORP

Priority Date: 10/26/1989

Origin: Water Right

Status: Active

Basis: License

Source

Tributary

GROUND WATER

<u>Beneficial Use</u>	<u>From To</u>	<u>Diversion Rate</u>	<u>Annual Volume</u>
FIRE PROTECTION	01/01 to 12/31	4.46 CFS	
COMMERCIAL	10/15 to 04/01	4.46 CFS	456.3 AF
	<u>Total Diversion</u>	4.46 CFS	456.3 AF

Location of Point(s) of Diversion

GROUND WATER	NE1/4NE1/4	Sec. 24,	Twp 04N,	Rge 17E B.M.
BLAINE County		(Injection)		
GROUND WATER	NE1/4NE1/4	Sec. 24,	Twp 04N,	Rge 17E B.M.
BLAINE County				
GROUND WATER	NE1/4NE1/4	Sec. 24,	Twp 04N,	Rge 17E B.M.
BLAINE County		(Rediversion)		

Place of Use

COMMERCIAL Within BLAINE County

T04N R17E S13	SWSW	T04N R17E S13	SESW
T04N R17E S22	SESE	T04N R17E S23	NWNE
T04N R17E S23	SWNE	T04N R17E S23	Lot 2 SENE
T04N R17E S23	NWNW	T04N R17E S23	SWNW
T04N R17E S23	SENW	T04N R17E S23	NESW
T04N R17E S23	NWSW	T04N R17E S23	SWSW
T04N R17E S23	SESW	T04N R17E S23	Lot 3 NESE
T04N R17E S23	NWSE	T04N R17E S23	SWSE
T04N R17E S23	Lot 4 SESE	T04N R17E S24	NENE
T04N R17E S24	NWNE	T04N R17E S24	SWNE
T04N R17E S24	SENE	T04N R17E S24	NENW
T04N R17E S24	NWNW	T04N R17E S24	SWNW
T04N R17E S24	SENW	T04N R17E S24	NWSW
T04N R17E S24	SWSW	T04N R17E S25	NWNW
T04N R17E S25	SWNW	T04N R17E S26	Lot 1 NENE
T04N R17E S26	NWNE	T04N R17E S26	SWNE
T04N R17E S26	Lot 2 SENE	T04N R17E S26	NWNW
T04N R17E S26	SENW	T04N R17E S26	NESW
T04N R17E S26	NWSW	T04N R17E S26	SWSW
T04N R17E S26	SESW	T04N R17E S26	NWSE
T04N R17E S26	SWSE	T04N R17E S27	NENE

Place of Use: FIRE PROTECTION same as COMMERCIAL

Conditions of Approval:

1. 004 The issuance of this right does not grant any right-of-way or easement across the land of another.
2. Ground water diverted under this right is injected into the Big Wood River and rediverted downstream for delivery to the place of use. Water shall be rediverted from the Big Wood River under this right only when an equal amount of ground water is simultaneously being injected into the Big Wood River.
3. 01M After specific notification by the Department, the right holder shall install a suitable measuring device or shall enter into an agreement with the Department to use power records to determine the amount of water diverted and shall annually report the information to the Department.
4. 027 Use of water under this right shall be non-consumptive.
5. Commercial use is for snow making purposes.

Licensed Date: 2/14/2013

Part 1A.2.

Place of Use Transfer for Water Right No. 37-8575A

Sun Valley Company, A Wyoming Corporation

Brockway Engineering, PLLC

GEP, PE – February 8, 2018

This narrative provides additional information relating to the proposed place of use transfer for water right no. 37-8575A filed by the Sun Valley Company. No changes are proposed in the points of diversion, purpose of use, period of use, flow rate of use, volume of use, or supplemental use.

The Sun Valley Company wishes to add snow making capability on lower Cold Springs on Baldy Mountain by an estimated 8.8 acres. Current water supply for snow making is obtained from wells in the River Run area which has been used since 1989 under water right no. 37-8575A that allows 358.2 acres of snow making. The place of use of water right no. 37-8575A is shown in Figure 1. No additional flow rate or volume is requested.

We had several meetings with IDWR to discuss options relating to extending the place of use of Water Right no. 37-8575A. Many different options were discussed, and all parties finally settled on the approach that if Sun Valley Company could show snow making activities on 8.8 acres during the winter of 2017-2018, then those acres could be dried up and the acres would be available to transfer to Cold Springs. This is the approach that we took for this transfer.

Sun Valley Company (SVC) identified two locations (Figure 1 – Orange cross hatched areas) currently within their authorized place of use under water right no. 37-8575A and documented making snow on these areas during the 2017-2018 winter season. The transfer seeks then to dry up these areas and move the acres of snow making to the Cold Springs area (Figure 1 – Green hatched area).

The proposed place of use (Figure 1 – Green hatched area) is located on public land managed by the Bureau of Land Management. SVC has submitted the Environmental Assessment to BLM and USFS regarding this proposed change to the ski operation. SVC holds a permit from BLM to operate and maintain infrastructure relating to the operation of the ski resort.

Area 1: Sunset Strip and Bowl Area

Area 1 is located within Sections 13 (SWSW and SESW) and 24 (NENW, NWNW, and SWNW), T4N R17E and is called by SVC the Sunset Strip and Bowl area. Area 1 is shown in Figure 2. Orion Surveying measured the area covered with snow from snow making and determined that the area size is 5.7 acres (Survey plats are shown in Figures 14 – 17).

The place of use for water right nos. 37-7170 and 37-7340 (Commercial snow making rights from Warm Springs Creek) also includes the SWSW of Section 13 and the NWNW of Section 24, T4N R17E. While there are a few places of use overlaps on paper for water right nos. 37-8575A, 37-7170, and 37-7340, the SVC snow making systems have always been operated independently. There is no co-mingled snow making system with water from Warm Springs Creek and Groundwater applied to the same ground.

Area 1 ground identified in Figure 2 will not have snow making activities at any future date without an additional transfer to re-establish this area as a snow making place of use.

Figure 2 shows the location and direction of several photos taken of the Bowl and the Sunset Strip areas. The Photo locations correspond to the photos in Figures 4 through 6 and Figures 10 through 12. Table 1 summarizes the photos. The map from Orion Surveying (Figure 16) also identifies the location of snow making nozzles labeled XM1003 through XM1011. The data corresponds to the flow measurement data provided in Figure 13 that shows 2,743,000 gallons (8.42 acft) were used on this area from 12/18/2017 through 1/31/2018. A volume of 8.42 acft applied over 5.7 acres equates to an average water use of 1.48 ft/acre.

Area 2: Cold Springs Ridge

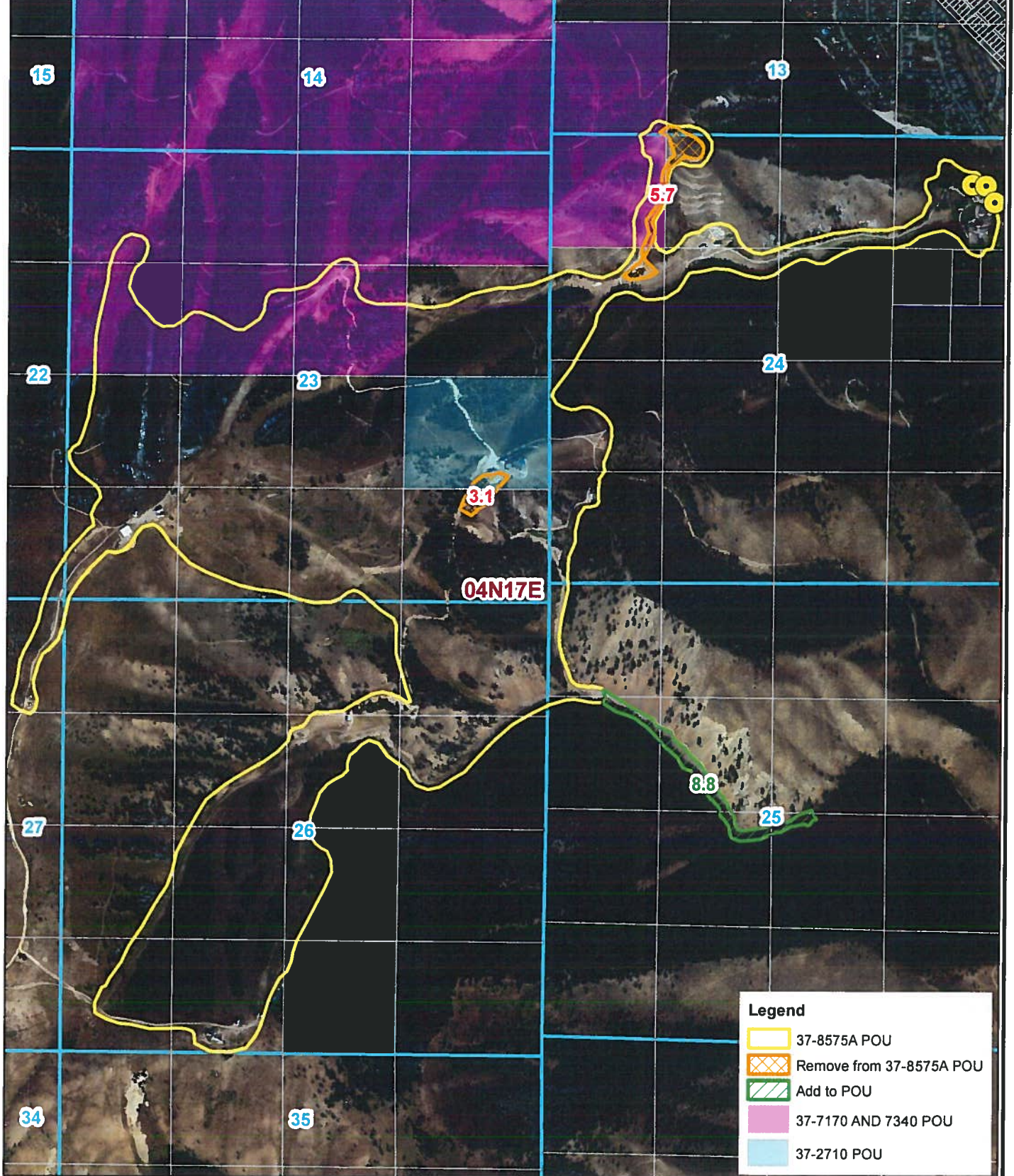
Area 2 is located within Section 23 (NESE and SESE), T4N R17E and is called by SVC the Cold Springs Ridge area. Area 2 is shown in Figure 3. Orion Surveying measured the area covered with snow from snow making and determined that the area size is 3.1 acres (Figure 15).

The place of use for water right no. 37-2710 (Commercial water right from springs) also includes the NESE of Section 23, T4N R17E. The use of water under right 37-2710 is for commercial use inside of the Roundhouse Restaurant, not for snow making. There is no overlap of snow making rights in this area. Area 2 ground identified in Figure 3 will not have snow making activities at any future date without an additional transfer to re-establish this area as a snow making place of use.

Figure 3 shows the location of several photos taken of the Cold Springs Ridge area. The photo locations correspond to the photos in Figures 7 through 9 and are summarized in Table 1. The map from Orion Surveying (Figure 15) identifies the location of snow making nozzles labeled XM2001 and XM2002. The data corresponds to the flow measurement data provided in Figure 13 that shows 1,525,900 gallons (4.68 acft) were used on this area from 12/18/2017 through 1/31/2018. A volume of 4.68 acft applied over 3.1 acres equates to an average water use of 1.51 ft/acre.

Table 1: Photo summary of SVC snow making activities during 2017/2018 winter season.

Figure No.	Area	Date of Photo	Latitude	Longitude	Period
Figure 4	Bowl Area	11/28/2017	43°40'19.8"N	114°23'1.4"W	Before Snow Making
Figure 5	Bowl Area	12/26/2017	43°40'20.5"N	114°22'52.7"W	During Snow Making
Figure 6	Bowl Area	1/13/2018	43°40'19.9"N	114°23'1.3"W	During Snow Making
Figure 7	Cold Springs Ridge	11/30/2017	43°39'35.4"N	114°23'19.0"W	Before Snow Making
Figure 8	Cold Springs Ridge	1/14/2018	43°39'36.8"N	114°23'18.8"W	During Snow Making
Figure 9	Cold Springs Ridge	1/31/2018	43°39'34.8"N	114°23'19.2"W	During Snow Making
Figure 10	Sunset Strip	1/7/2018	43°40'8.6"N	114°22'57.0"W	Before Snow Making
Figure 11	Sunset Strip	1/26/2018	43°40'8.5"N	114°22'57.1"W	During Snow Making
Figure 12	Sunset Strip	1/26/2018	43°40'15.8"N	114°22'53.8"W	During Snow Making



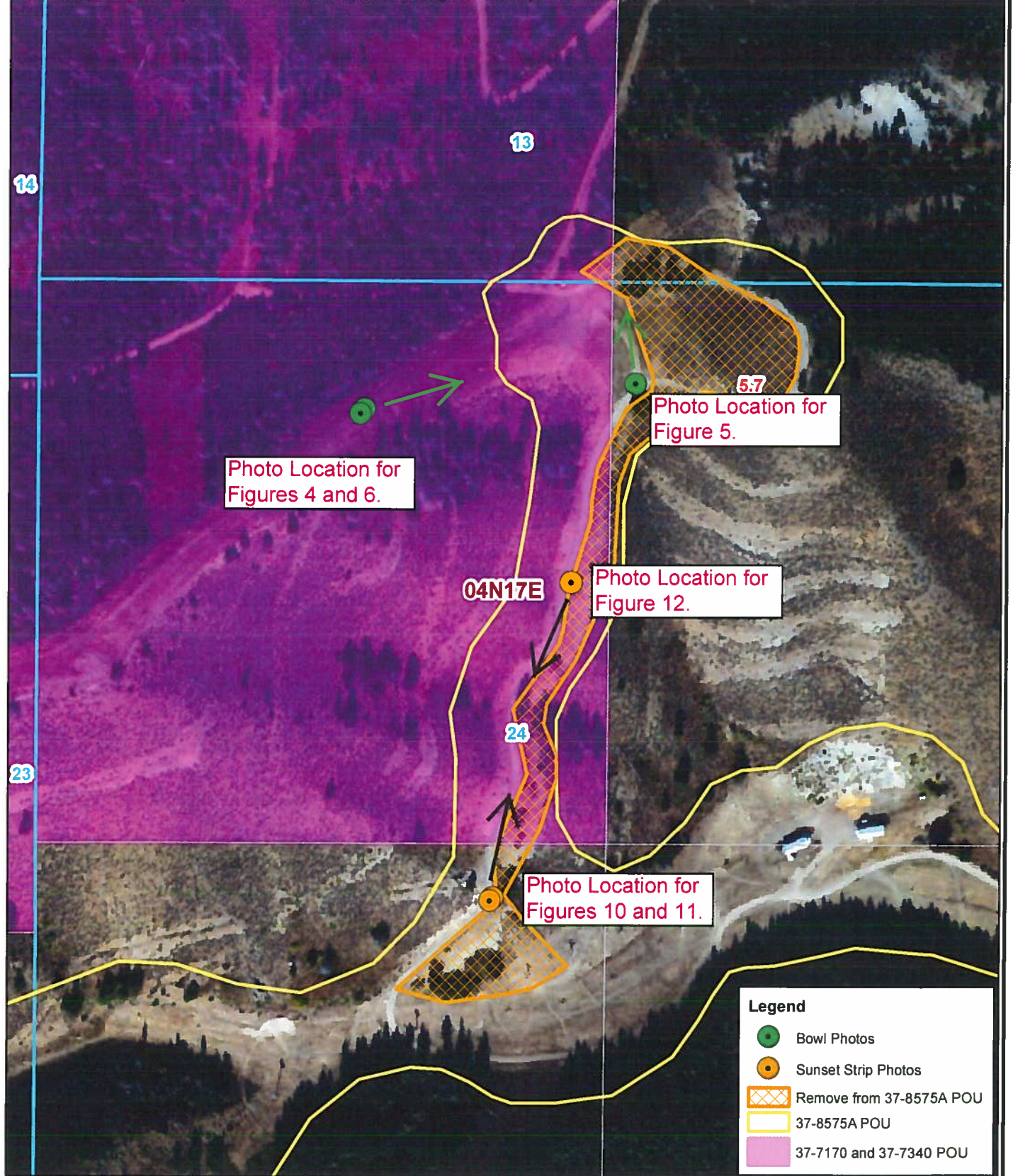
N 1 inch = 1,500 feet

SUN VALLEY COMPANY: TRANSFER OVERVIEW

WATER RIGHT NO. 37-8575A
NAIP 2017 AERIAL PHOTOGRAPH
FIGURE 1

BROCKWAY ENGINEERING, PLLC
GEP - FEBRUARY 9, 2018

TRANSFER 82154



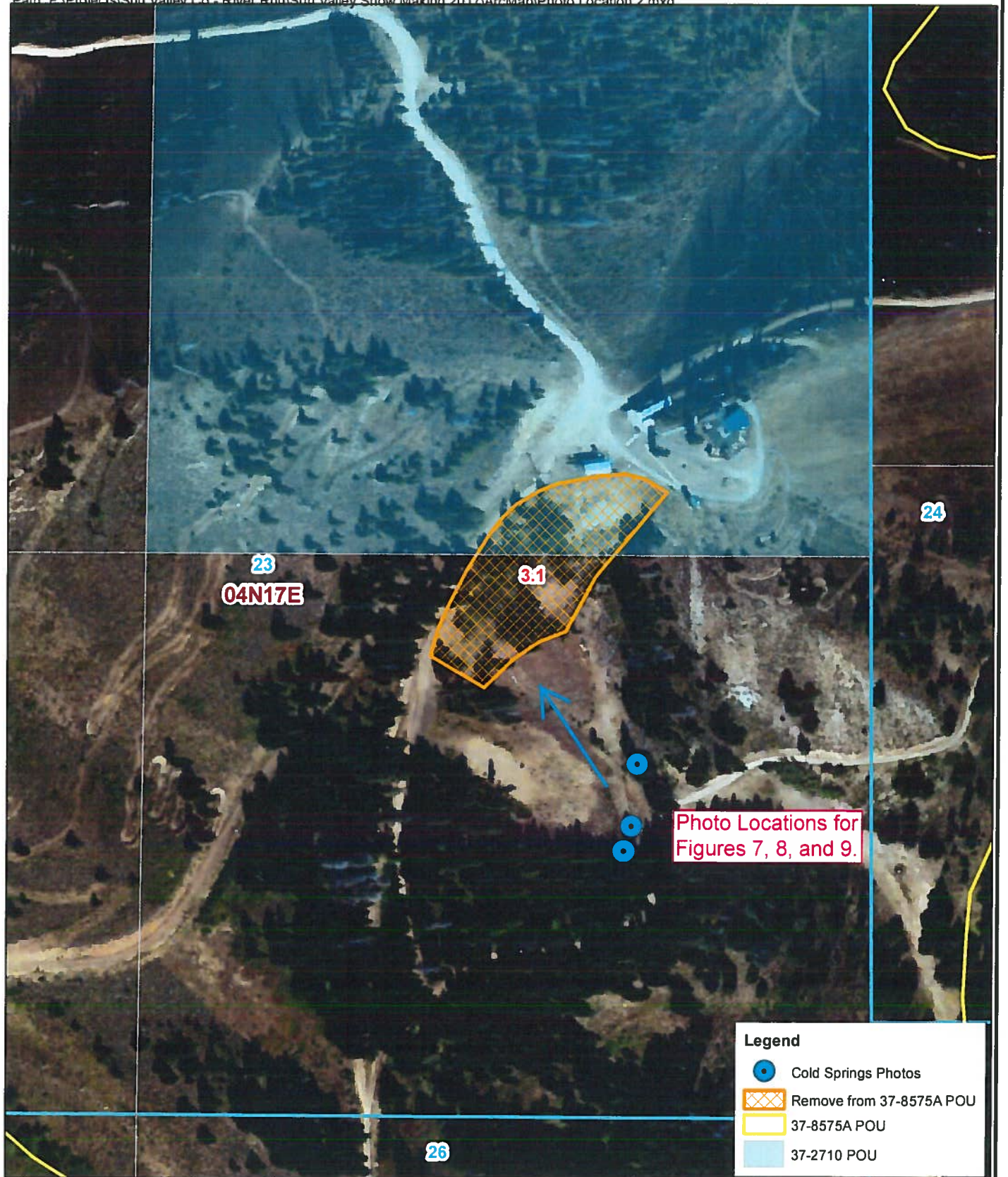
N 1 inch = 300 feet

SUN VALLEY COMPANY: AREA 1

WATER RIGHT NO. 37-8575A
NAIP 2017 AERIAL PHOTOGRAPH
FIGURE 2

BROCKWAY ENGINEERING, PLLC
GEP - FEBRUARY 9, 2018

TRANSFER 82154



N 1 inch = 300 feet

SUN VALLEY COMPANY: AREA 2

WATER RIGHT NO. 37-8575A
NAIP 2017 AERIAL PHOTOGRAPH
FIGURE 3

BROCKWAY ENGINEERING, PLLC
GEP - FEBRUARY 9, 2018

TRANSFER 82154



Figure 4. Bowl area before snow making activity taken on 11/28/2017.



Figure 5. Bowl area photo taken on 12/26/2017 with snow making actively occurring.



Figure 6. Bowl area taken on 1/13/2018.



Figure 7. Cold Springs area before snow making activity taken on 11/30/2017.



Figure 8. Cold Spring Area taken on 1/14/2018.



Figure 9. Cold Springs area taken on 1/31/2018.



Figure 10. Sunset Strip before snow making activities taken on 1/7/18.



Figure 11. Sunset Strip after snow making activities taken on 1/26/2018.

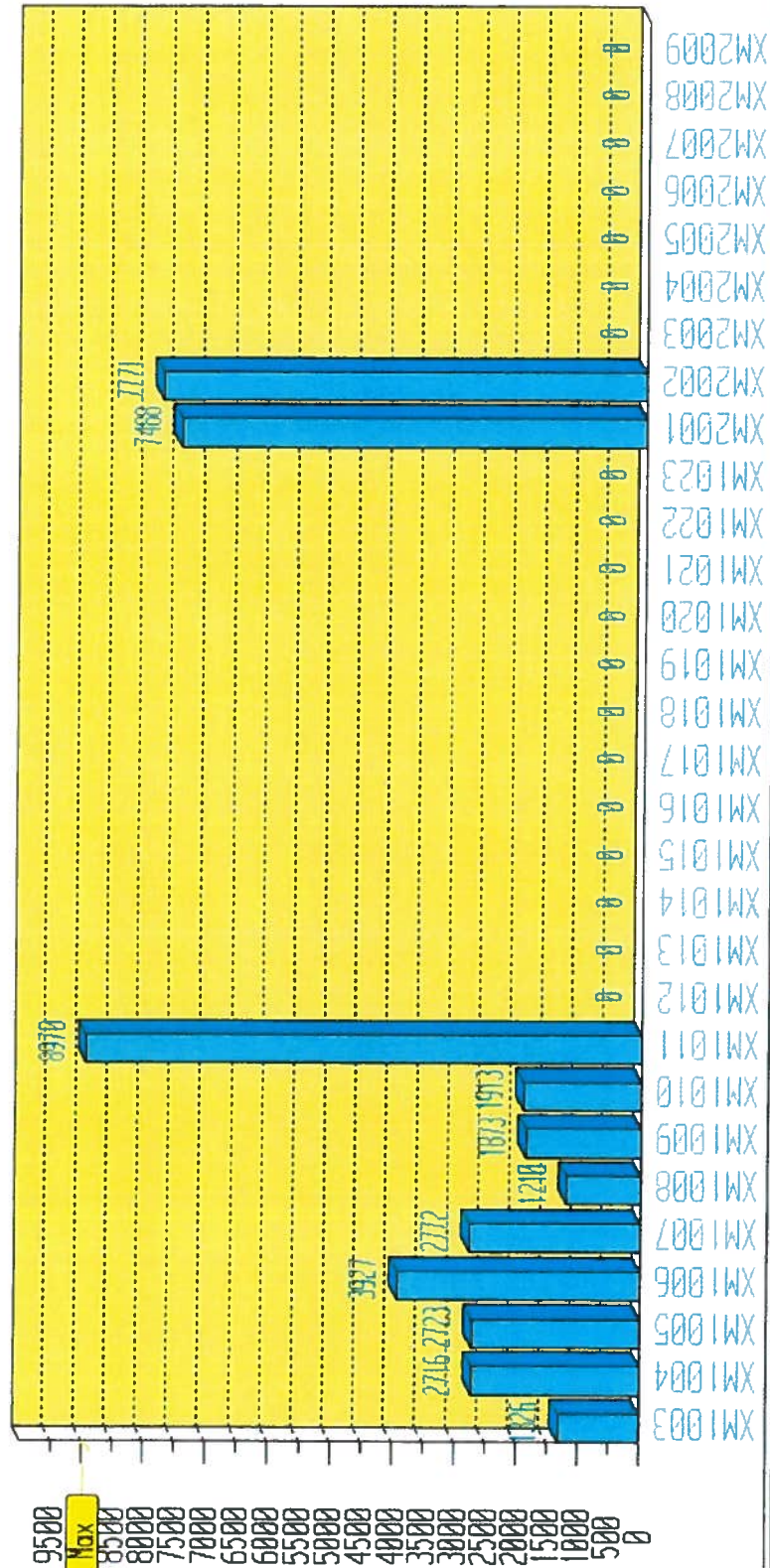


Figure 12. Sunset Strip photo taken on 1/26/2018

WATER QUANTITY PER HYDRANT

from 12/18/17 - 00:00:00
to 01/31/18 - 12:00:00

gallon*100



from 12/18/17 - 00:02:50
to 01/31/18 - 12:01:48

***** Statistical analysis ***** SUN VALLEY - 01/31/18 - 13:30:11

13:30:11

Sunset Strip 3.2 Acres	Bowl 2.5 Acres	Cold Springs 3.1 Acres
XM1003-XM1010	XM1011	XM2001 & XM2002
1,846,000 Gal.	897,000 Gal.	1,525,900 Gal.

FIGURE 13: Sun Valley Company water use on Area 1 (XM1003 through XM1011) and Area 2 (XM2001 and XM2002).



FIGURE 15: SURVEY MAP OF AREA 2

TRANSFER 82154

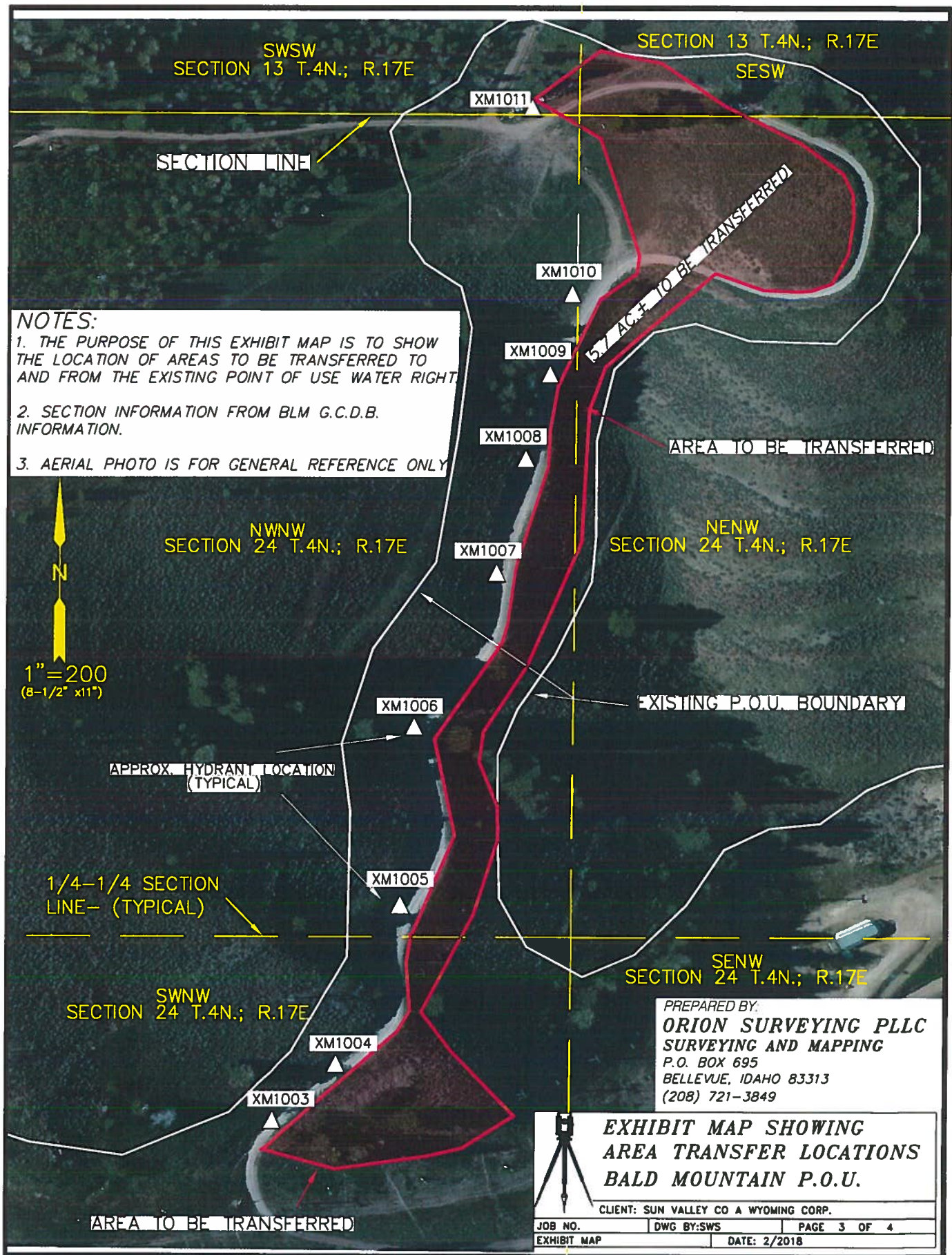
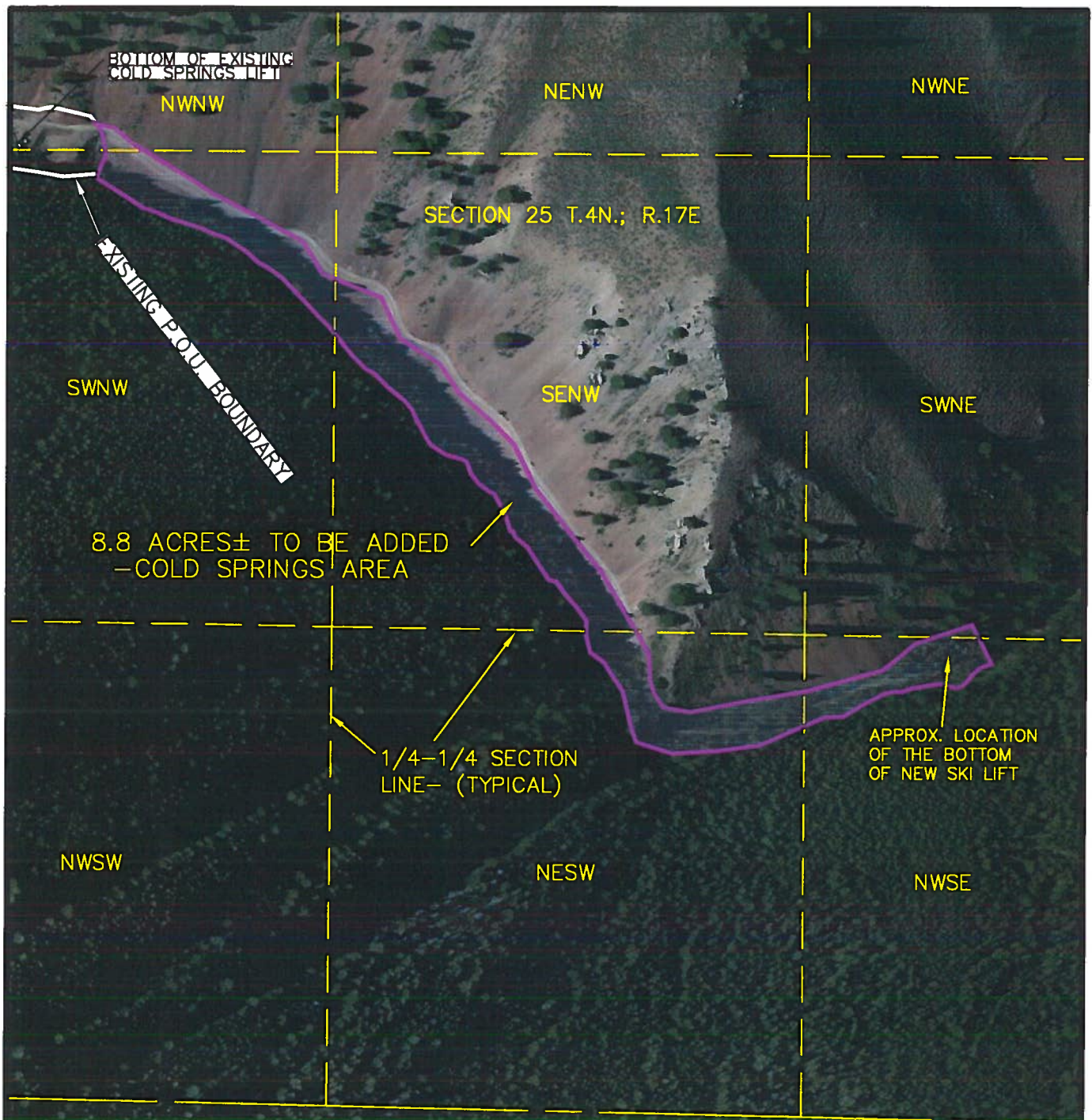


FIGURE 16: SURVEY MAP OF AREA 1.

TRANSFER 82154



NOTES:

1. THE PURPOSE OF THIS EXHIBIT MAP IS TO SHOW THE LOCATION OF AREAS TO BE TRANSFERRED TO AND FROM THE EXISTING POINT OF USE WATER RIGHT.
2. SECTION INFORMATION FROM BLM G.C.D.B. INFORMATION.
3. AERIAL PHOTO IS FOR GENERAL REFERENCE ONLY.

1"=400
(8-1/2" x 11")

PREPARED BY:

ORION SURVEYING PLLC
SURVEYING AND MAPPING
P.O. BOX 695
BELLEVUE, IDAHO 83313
(208) 721-3849



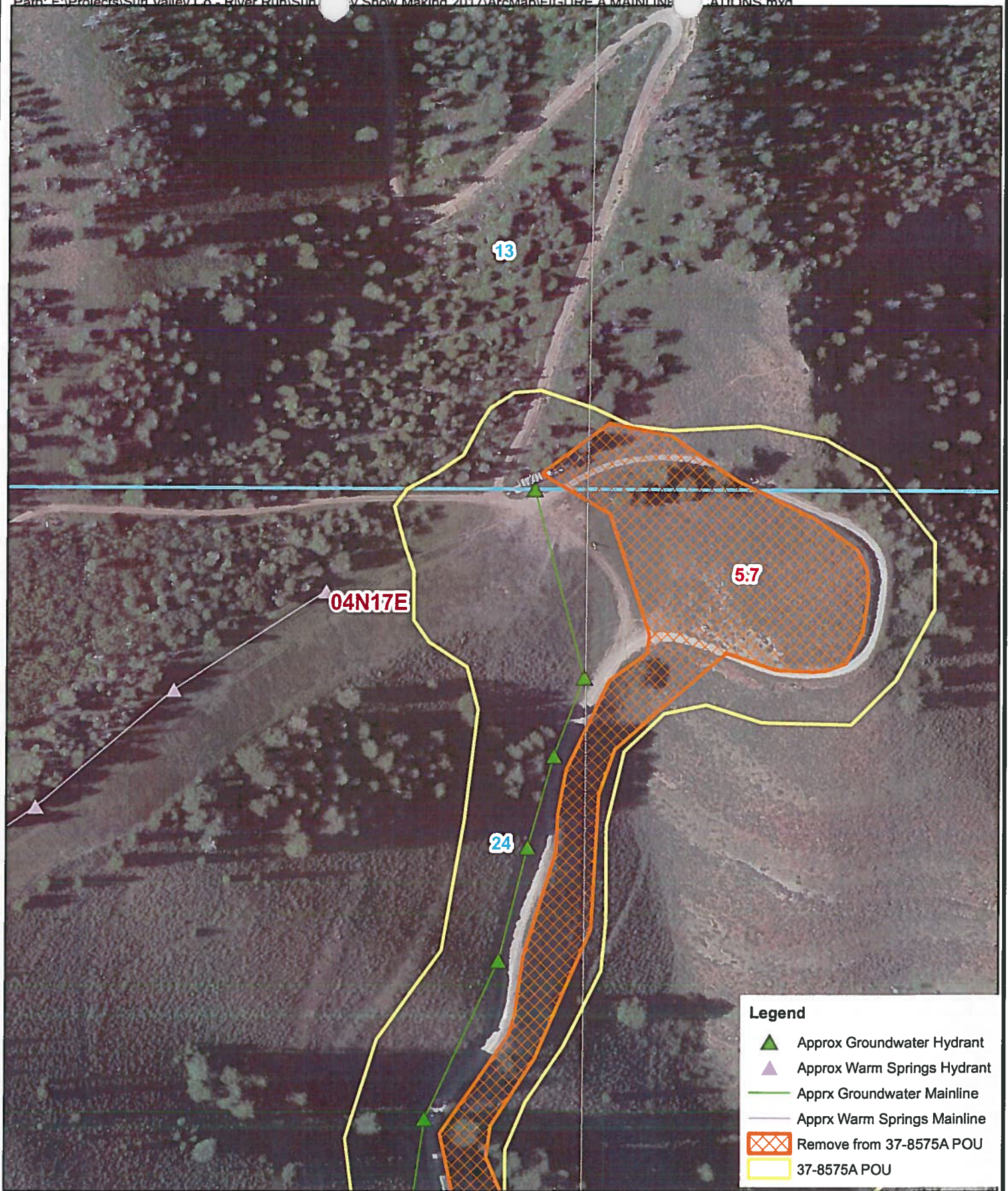
**EXHIBIT MAP SHOWING
AREA TRANSFER LOCATIONS
BALD MOUNTAIN P.O.U.**

CLIENT: SUN VALLEY CO A WYOMING CORP.

JOB NO.	DWG BY: SWS	PAGE 4 OF 4
EXHIBIT MAP	DATE: 2/2018	

FIGURE 17: PROPOSED TRANSFER AREA TO ADD TO POU.

TRANSFER 82154



Legend

-  Approx Groundwater Hydrant
-  Approx Warm Springs Hydrant
-  Apprx Groundwater Mainline
-  Apprx Warm Springs Mainline
-  Remove from 37-8575A POU
-  37-8575A POU

N 1 inch = 200 feet



BROCKWAY ENGINEERING, PLLC
GEP - FEBRUARY 9, 2018

FIGURE A: SUN VALLEY COMPANY

WATER RIGHT NO. 37-8575A
NAIP 2017 AERIAL PHOTOGRAPH
FIGURE 2

TRANSFER 82154



Cold Springs Chairlift Replacement and Associated Projects

Proposed Action Alternative
Figure 2

Existing:

- Chairlifts
- Summer Trails
- Roads
- USFS & BLM Boundary
- SUP Boundary
- Facilities
- Snowmaking

Proposed:

- Chairlift
- Chairlift Removal
- Biking Trail Realignment
- Lower Broadway Extension
- Expanded Operational Boundary
- South Facing Terrain
- North Facing Terrain
- Previously Approved: Snowmaking



Date: April 2017
Prepared By: SE GROUP

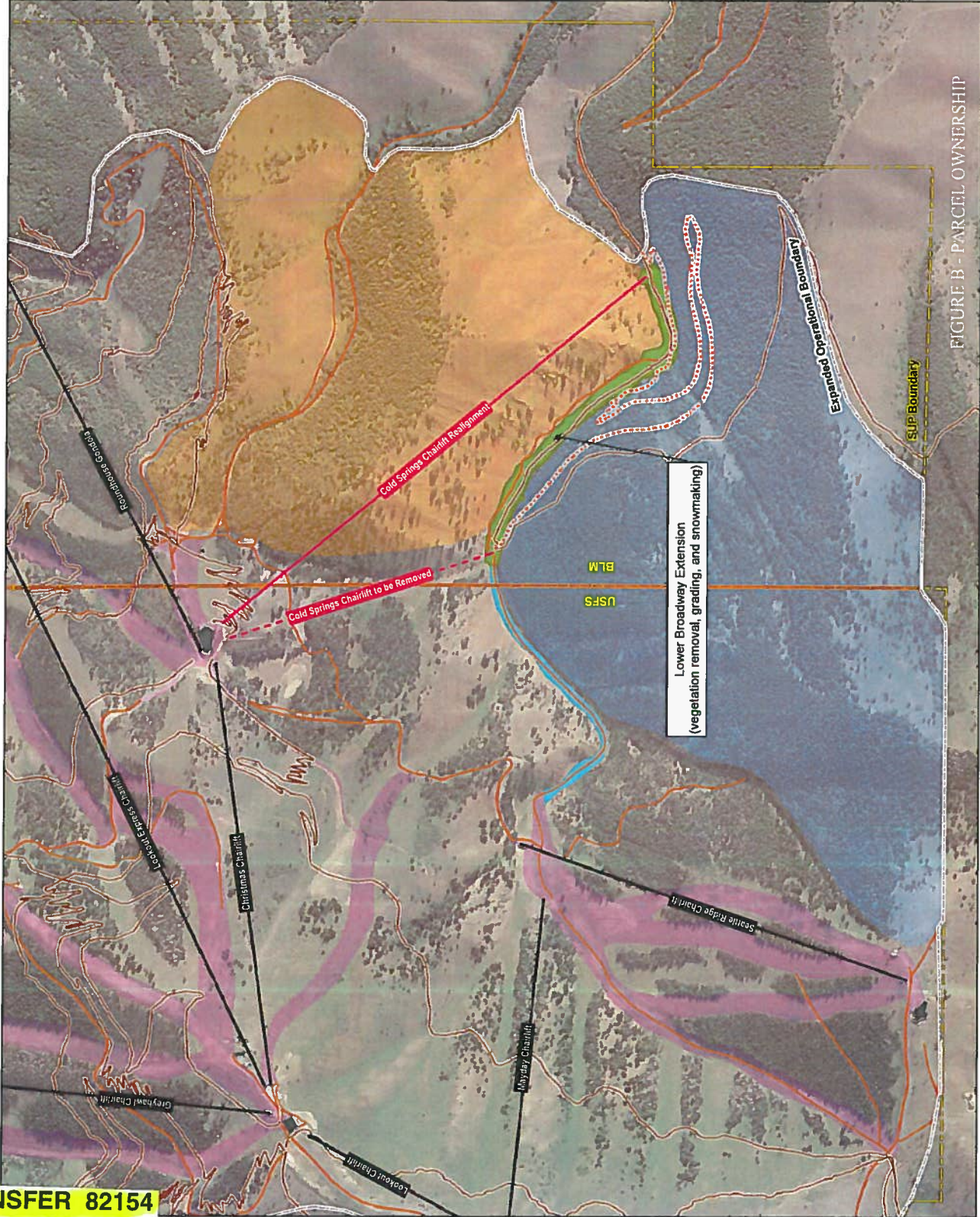


FIGURE B - PARCEL OWNERSHIP

No. C 169616	Due no later than Oct 31, 2017 Annual Report Form		2. Registered Agent and Address (NO PO BOX)			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE	1. Mailing Address: Correct in this box if needed. SUN VALLEY COMPANY DIANE WHEELER 550 E S TEMPLE SALT LAKE CITY UT 84102		CORPORATION SERVICE COMPANY 12550 W EXPLORER DR STE 100 BOISE ID 83713			
			3. <u>New</u> Registered Agent Signature:*			
4. Corporations: Enter Names and Business Addresses of President, Secretary, and Directors. Treasurer (optional).						
Office Held	Name	Street or PO Address	City	State	Country	Postal Code
DIRECTOR	L C HART	550 E SOUTH TEMPLE	SALT LAKE CITY	UT	USA	84102
DIRECTOR	T. L. SILVA	1 SUN VALLEY ROAD	SUN VALLEY	ID	USA	83353
DIRECTOR	S E HOLDING	2800 WEST LINCOLNWAY	CHEYENNE	WY	USA	82009
PRESIDENT	BRUCE T FERY	555 SOUTH MAIN STREET	SALT LAKE CITY	UT	USA	84111
SECRETARY	LYNN C HART	550 E SOUTH TEMPLE	SALT LAKE CITY	UT	USA	84102-1529
VICE PRESIDENT	S E HOLDING	2800 WEST LINCOLNWAY	CHEYENNE	WY	USA	82009
VICE PRESIDENT	T L SILVA	1 SUN VALLEY ROAD	SUN VALLEY	ID	USA	83353
5. Organized Under the Laws of: WY C 169616		6. Annual Report must be signed.* Signature: Diane Wheeler Name (type or print): Diane Wheeler Date: 10/10/2017 Title: Income Tax Manager				
Processed 10/10/2017		* Electronically provided signatures are accepted as original signatures.				

TRANSFER 82154



State of Idaho

DEPARTMENT OF WATER RESOURCES

SOUTHERN REGION • 650 ADDISON AVE W STE 500 • TWIN FALLS ID 83301-5858

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

March 15, 2018

SUN VALLEY CO A WYOMING CORP
PO BOX 10
SUN VALLEY, ID 83353

RE: Transfer No. 82154
Water Right No(s). 37-8575A

Dear Applicant(s):

The Department of Water Resources has received your water right transfer application. Please refer to the transfer number referenced above in all future correspondence regarding this transfer.

A legal notice of the application has been prepared and is scheduled for publication in the **IDAHO MOUNTAIN EXPRESS** on **3/21/2018 and 3/28/2018**. Protests to this application may be submitted for a period ending ten (10) days after the second publication. Any protest against this application must be filed with the Department of Water Resources, together with a protest fee of \$25.00 for each application, on or before **April 9, 2018**.

If the application is protested, you will be sent a copy of each protest. All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, the Department will process your application and notify you of any action taken on the application. If your application is approved, the Department will send you a copy of the approval document.

Please contact this office if you have any questions regarding the application.

Sincerely,

Denise Maline
Administrative Assistant

cc: BROCKWAY ENGINEERING PLLC

Maline, Denise

From: Maline, Denise
Sent: Thursday, March 15, 2018 1:32 PM
To: Kevin Lakey (WD 37); Cyndi WD37
Subject: Comment Letter for Transfer 82154 - Sun Valley Co.
Attachments: Comment letter to WD37 for 82154.docx; T#82154 Sun Valley Co..pdf

Good afternoon,

Attached is an application for transfer currently being processed within your district. Please review the information and provide any necessary comments within (21) days.

Please contact our office if you have any questions.

Thank you,

Denise

Denise Maline

Administrative Assistant

Idaho Dept of Water Resources, Southern Region

650 Addison Ave W, Ste 500

Twin Falls, ID 83301

(208) 736-3033

denise.maline@idwr.idaho.gov



State of Idaho

DEPARTMENT OF WATER RESOURCES

SOUTHERN REGION • 650 ADDISON AVE W STE 500 • TWIN FALLS ID 83301-5858

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C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

March 15, 2018

WATER DISTRICT #37
KEVIN LAKEY
107 W 1ST ST
SHOSHONE ID 83352

via e-mail

RE: Transfer No. 82154
Water Right No(s): 37-8575A

Dear Kevin:

A copy of the above referenced application is enclosed. Please review the application, then complete the enclosed recommendation form as necessary, and return it to this office within 21 days of the date of this letter.

If the application is approved, IDWR will include appropriate standard conditions of approval for a water right located within a water district, such as regulation by the water master, lockable controlling works, and/or measuring devices. Any special conditions or other concerns you have related to this application should be specifically addressed in your recommendation.

IDWR's regional offices can finish reviewing an unprotested application as soon as the protest period has past. Your prompt response to this request will ensure that your recommendation can be considered. If IDWR has not received your written recommendation within 21 days from the date of this letter, IDWR will presume that you do not oppose approval of the application and that you have no comments for IDWR to consider.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

Maline, Denise

From: Maline, Denise
Sent: Thursday, March 15, 2018 1:09 PM
To: Idaho Mountain Express
Subject: LEGAL NOTICE
Attachments: Idaho Mtn Express cover letter.docx; Idaho Mtn Express ad.doc

Attached please find **(1)** legal notice being submitted for publication on March 21st & 28th, 2018. Please feel free to contact me if you have any questions, or if you are not able to run the ad on the dates requested.

Thank you in advance,

Denise Maline

Administrative Assistant

Idaho Dept of Water Resources, Southern Region

650 Addison Ave W, Ste 500

Twin Falls, ID 83301

(208) 736-3033

denise.maline@idwr.idaho.gov



State of Idaho

DEPARTMENT OF WATER RESOURCES

SOUTHERN REGION • 650 ADDISON AVE W STE 500 • TWIN FALLS ID 83301-5858

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

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

March 15, 2018

LEGAL NOTICE DEPARTMENT
IDAHO MOUNTAIN EXPRESS
PO BOX 1013
KETCHUM, ID 83340

RE: Transfer No. 82154
Water Right No(s): 37-8575A

Dear Legal Notice Department:

Please publish the enclosed legal notice on the dates indicated (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before April 9, 2018. Your cooperation is appreciated.

Sincerely,

Denise Maline
Administrative Assistant

Enclosure(s)

**NOTICE OF PROPOSED CHANGE OF WATER RIGHT
TRANSFER NO. 82154**

SUN VALLEY CO A WYOMING CORP, PO BOX 10, SUN VALLEY, ID 83353; has filed Application No. 82154 for changes to the following water rights within BLAINE County(s): Right No(s). 37-8575A; to see a full description of these rights and the proposed transfer, please see www.idwr.idaho.gov/apps/wr/QueryNewTransfers/QueryNewTransfers.aspx. The purpose of the transfer is to change a portion of the above rights as follows: Application for transfer proposes changing the place of use for a 4.46 cfs commercial (snowmaking) and fire protection ground water right that is currently used on land approximately 0.4 to 2.5 miles south and 0.1 to 2.1 miles west of the intersection of HWY 75 and Sun Valley Road in Ketchum. The proposed place of use change will allow for use on lands located approximately 1.7 to 2.1 miles south and 0.5 to 1.0 miles west of the intersection of HWY 75 and Sun Valley Road.

For additional information concerning the property location, contact Southern Region office at (208) 736-3033. Protests may be submitted based on the criteria of Idaho Code Sec. 42-222. Any protest against the proposed change must be filed with the Department of Water Resources, Southern Region, 650 ADDISON AVE W STE 500, TWIN FALLS ID 83301-5858 together with a protest fee of \$25.00 for each application on or before **April 9, 2018**. The protestant must also send a copy of the protest to the applicant.

GARY SPACKMAN, Director
Published on March 21st & 28th, 2018

MEMORANDUM

Date: March 6, 2018
To: Transfer 82154 File
From: Bill Mills
Re: Transfer Proposal

Application for transfer proposes changing the place of use for Water Right 37-8587A, a 4.46 cfs commercial (snowmaking) and fire protection ground water right that is currently used on land approximately 0.4 to 2.5 miles south and 0.1 to 2.1 miles west of the intersection of HWY 75 and Sun Valley Road in Ketchum. The proposed place of use change will allow for use on lands located approximately 1.7 to 2.1 miles south and 0.5 to 1.0 miles west of the intersection of HWY 75 and Sun Valley Road. The application proposes no other changes to the water right and PODs will remain unchanged.

Application is proposing to add 8.8 acres of snowmaking to lower Cold Springs and will cease snowmaking on 8.8 acres within the currently authorized place of use (POU). Applicant has provided evidence (photographs, a narrative and maps) of snowmaking on the 8.8 acres where they are proposing to cease snow making beyond the 2017-2018 winter ski season. The areas to be dried up will be removed from the electronic shapefile associated with this water right and they are located as follows: portions of the SWSW & SESW in Sec. 13, portions of the NENW, NWNW & SWNW in Sec. 24, and portions of the NESE (GL3) & SESE (GL4) in Sec. 23, of Twp 04N, Rge 17E. The 8.8 acres proposed to be added are located in portions of the SWNE, SENW, NESW and NWSE of Sec. 25, Twp 04N, Rge 17E.

Overlap analysis indicates potential overlap with commercial Warm Springs Water Rights 37-7170 and 37-7340. The applicant has indicated that the snowmaking systems for the Warm Springs water rights are completely separate from the ground water system used under 37-8575A and operated independently. The applicant's narrative states "there is no co-mingled snow making system with water from Warm Springs Creek and Groundwater applied to the same ground." There is no potential for overlap in the location where the 8.8 acres are being added to the POU in this transfer as the snowmaking system on this portion of the ski area is provided only under water right 37-8575A.

The applicant is operating on BLM and Forest Service properties under special use permits issued in December of 1977. The applicant's representative didn't provide copies but did indicate copies of the permits could be found in the Department's backfile. I have researched the permits and they do indicate that the lands proposed to be added to the place of use are listed as part of the authorized grounds authorized to be utilized for the maintenance and operation of the ski area. Copies of the special use permits are included with this memo.

Both the Forest Service and the BLM have examined the proposed changes through environmental assessment (EA) studies. The Forest Service has issued a draft decision indicating a finding of no significant impact (January 2018) and per the applicant's representative, the BLM is expected to release their assessment sometime in March 2018. Applicant's representative has indicated that final approval of the EA studies will be provided to the Department when they are released.

Applicant's representative has requested a five year development period (see email dated 3/6/2018).

PODs and POU are located in Water District 37. Water District 37 Watermaster comments will be solicited.

United States Department of Agriculture Forest Service SPECIAL USE PERMIT Act of June 4, 1897 This permit is revocable and nontransferable (Ref. FSM 2710)	a. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
	70	04	14
	d. District (7-8)	e. User 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
 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.

PERMITTEE	NAME OF PERMITTEE SUN VALLEY COMPANY	SIGNATURE OF AUTHORIZED OFFICER <i>[Signature]</i>	DATE December 1, 1977
ISSUING OFFICER	NAME AND SIGNATURE <i>[Signature]</i>	TITLE Forest Supervisor	DATE Dec. 2, 1977
BLM Issuing Officer	Name and Signature <i>[Signature]</i>	Title District Manager	Date 12/7/77

(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.

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.

JAN 11 1994

4. Development plans; lay-out plans; construction, reconstruction, or alteration of improvements; lay-out or construction plans for this area must be approved in advance and in writing by the forest supervisor. Timber 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 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. The permittee shall be responsible for the payment of the taxes and other charges which may be assessed against the land and improvements covered by this permit, and shall be obligated to pay the same to the proper authorities. The permittee shall also be responsible for the payment of the taxes and other charges which may be assessed against the land and improvements covered by this permit, and shall be obligated to pay the same to the proper authorities.

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.

JAN 1 1 1994

ADDENDUM TO TERM PERMIT

SUN VALLEY COMPANY, INC. TERM PERMIT ACREAGES - 1977

30 FEET WIDE

<u>Lifts</u>	<u>Acres</u>
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

<u>Lifts</u>	<u>Acres</u>
Holiday.....	4.99
Graduate.....	2.58
Olympic.....	1.72
Big Meadow.....	3.69
Grey Hawk.....	2.58
Mayday.....	2.93
Seattle Ridge.....	3.58
Fire Trail.....	3.10
Broadway Saddle.....	1.38

TOTAL 54.77

<u>Buildings</u>	<u>Acres</u>
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

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

JAN 11 1994

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.

JAN 11 1994

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."

RECORDED

JAN 11 1994

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 commingled 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 phenomenon 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 the safety and operations plan and may be either paid or volunteer.

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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 gullyng 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 offer 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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U.S. Department of Agriculture Forest Service TERM SPECIAL USE PERMIT Act of March 4, 1915, as amended July 28, 1956, 16 U.S.C. 528 (Ref. FSM 2710) ec. 302(b) of the Federal Land Policy and mgmt. Act of 1976, 43 U.S.C. 1732; 43 CFR	a. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
	70	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	

2920.
 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 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 12 months, and construction, if any, shall be completed within 12 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 10 Dollars (\$10.00) for the period from 10/1/77 to 9/30/87 and thereafter annually. See clauses 20 and 21.
 Provided, however, That the charges for this use shall be adjusted as of and effective on the beginning of each 5-year period from the date of the first annual payment in order 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 20 to 72 attached hereto and made a part of this permit.

PERMITTEE	NAME OF PERMITTEE SUN VALLEY COMPANY	SIGNATURE OF AUTHORIZED OFFICER <i>[Signature]</i>	DATE December 1, 1977
ISSUING OFFICER	NAME AND SIGNATURE <i>[Signature]</i>	TITLE Forest Supervisor	DATE Dec. 2, 1977
BLM Issuing Officer	Name and Signature <i>[Signature]</i>	Title District Manager	Date 12/7/77

(Continued on Reverse)

ADDENDUM TO TERMINABLE PERMIT

SUN VALLEY COMPANY, INC. 1977

<u>Existing Runs</u>	<u>Acres</u>
A. <u>Easiest</u>	
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. <u>More Difficult</u>	
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

JAN 11 1994

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.

UNRECORDED

JAN 11 1994

EXHIBIT B OF SUN VALLEY PERMIT

Acreage Tabulation of Landownership

National Forest Lands

T. 4 N., R. 17 E., Boise Meridian

Section 14 (Irregular)

S $\frac{1}{2}$, Lot 6	(25.51 acres)
S $\frac{1}{2}$ SW $\frac{1}{2}$ SW $\frac{1}{2}$ NE $\frac{1}{2}$	(5 acres)
SE $\frac{1}{2}$	(181.33 acres)
SW $\frac{1}{2}$	(160.0 acres)
W $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{2}$ SE $\frac{1}{2}$ NW $\frac{1}{2}$	(2.5 acres)
SE $\frac{1}{2}$ SE $\frac{1}{2}$ NW $\frac{1}{2}$	(10 acres)
W $\frac{1}{2}$ SE $\frac{1}{2}$ NW $\frac{1}{2}$	(20 acres)

Section 22

E $\frac{1}{2}$ SE $\frac{1}{2}$ NE $\frac{1}{2}$	(20.0 acres)
E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{2}$	(40.0 acres)

Section 23

(686.19 acres)

Section 26

(690.88 acres)

Section 27

E $\frac{1}{2}$ NE $\frac{1}{2}$	(80.0 acres)
NE $\frac{1}{2}$ SE $\frac{1}{2}$	(40.0 acres)

Total

1961.41 acres

Bureau of Land Management Lands

T. 4 N., R. 17 E., Boise Meridian

Section 13

W $\frac{1}{2}$ NW $\frac{1}{2}$ NW $\frac{1}{2}$	(20.0 acres)
SW $\frac{1}{2}$ NW $\frac{1}{2}$	(40.0 acres)
SW $\frac{1}{2}$ SE $\frac{1}{2}$ NW $\frac{1}{2}$	(10.0 acres)
W $\frac{1}{2}$ NE $\frac{1}{2}$ SW $\frac{1}{2}$	(20.0 acres)
NW $\frac{1}{2}$ SW $\frac{1}{2}$	(40.0 acres)
S $\frac{1}{2}$ SW $\frac{1}{2}$	(80.0 acres)

Section 24

W $\frac{1}{2}$ NE $\frac{1}{2}$	(80.0 acres)
W $\frac{1}{2}$ NE $\frac{1}{2}$ SE $\frac{1}{2}$ NE $\frac{1}{2}$	(5.0 acres)
W $\frac{1}{2}$ SE $\frac{1}{2}$ NE $\frac{1}{2}$	(20.0 acres)
SE $\frac{1}{2}$ SE $\frac{1}{2}$ NE $\frac{1}{2}$	(10.0 acres)
W $\frac{1}{2}$	(320.0 acres)
SE $\frac{1}{2}$	(160.0 acres)

Section 25

N $\frac{1}{2}$	(320.0 acres)
SW $\frac{1}{2}$	(160.0 acres)
W $\frac{1}{2}$ SE $\frac{1}{2}$	(80 acres)

Total

1365 acres

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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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JAN 11 1994

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Existing RunsAcresC. 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		<u>135.64</u>

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

APPROVED

JAN 11 1994

EXHIBIT B OF SUN VALLEY PERMIT

Acreage Tabulation of Landownership

The permit consists of the following described lands:

National Forest Lands: $S\frac{1}{2}S\frac{1}{2}NE\frac{1}{4}$ (45.51 acres), $SE\frac{1}{4}$ (181.33), $SW\frac{1}{4}$ (160.0), $SE\frac{1}{4}NW\frac{1}{4}$ (40.0), Section 14; $E\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$ (20.0), $E\frac{1}{2}E\frac{1}{2}SE\frac{1}{4}$ (40.0), Section 22; Section 23 (686.19); Section 26 (690.88); $E\frac{1}{2}NE\frac{1}{4}$ (80.0), $NE\frac{1}{4}SE\frac{1}{4}$ (40.0), Section 27, T4N, R17E, Boise Meridian. Total - 1983.91 acres.

Bureau of Land Management Lands: $S\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$ (20.0 acres), $S\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}NW\frac{1}{4}$ (5.0), $W\frac{1}{2}SW\frac{1}{4}$ (80.0), $W\frac{1}{2}NE\frac{1}{4}SW\frac{1}{4}$ (20.0), $SE\frac{1}{4}SW\frac{1}{4}$ (40.0), $W\frac{1}{2}NW\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}NW\frac{1}{4}$, $N\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$, Section 13; $W\frac{1}{2}$ (320.0), $NW\frac{1}{4}NE\frac{1}{4}$ (40.0), $SW\frac{1}{4}NE\frac{1}{4}$, $W\frac{1}{2}NE\frac{1}{4}SE\frac{1}{4}NE\frac{1}{4}$, $NW\frac{1}{4}SE\frac{1}{4}NE\frac{1}{4}$, $S\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}$ (75.0), $SE\frac{1}{4}$, Section 24; $N\frac{1}{2}NW\frac{1}{4}$ (80.0), $SW\frac{1}{4}NW\frac{1}{4}$ (40.0), $NE\frac{1}{4}SE\frac{1}{4}NW\frac{1}{4}$, $SW\frac{1}{4}$, and $W\frac{1}{2}SE\frac{1}{4}$, Section 25; T4N, R17E, Boise Meridian. Total - 1365 acres.

RECEIVED

JAN 11 1994

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<u>Existing Runs</u>	<u>Acres</u>
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C. <u>Most Difficult</u>	
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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
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<u>Planned Runs (50)</u>	451.00
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TOTAL	1,124.31
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<u>Other</u>

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

RECORDED

JAN 11 1994

MEMORANDUM

Date: March 6, 2018
To: Transfer 82154
From: Bill Mills
Re: Fee Evaluation

Filing fees charged for transfer application #82154 were based on the on the current transfer fee schedule and included \$820.00 for the 4.46 cfs being transferred in the application (Receipt No.S036593).

Mills, William

From: erick.powell@brockwayeng.com
Sent: Tuesday, March 06, 2018 9:16 AM
To: Mills, William
Subject: Sun Valley Company Transfer

Hi Bill,

Please adjust the time necessary to complete the Sun Valley transfer to 5-years from the date of approval. That will give the company sufficient time to ensure that the transfer does take place.

Regards,
Erick

G. Erick Powell, Ph.D., P.E.
Brockway Engineering, PLLC
2016 Washington Street North, #4
Twin Falls, Idaho 83301
Office: 208-736-8543
Mobile: 208-308-3645
erick.powell@brockwayeng.com

All information, calculations, maps, drawings, or other documents transmitted via email are preliminary unless explicitly stated in the email text or in the documents themselves.



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P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

FEB 20 2018

DEPT OF WATER RESOURCES
SOUTHERN REGION

February 16, 2018

Mr. Corey Skinner
Idaho Department of Water Resources
650 Addison Ave. West, Suite 500
Twin Falls, ID 83301-5858

Re: Sun Valley Company Snowmaking Transfer

Dear Corey,

Thank you for letting me know that you received a copy of the Sun Valley Company transfer to change the place of use of water right no. 37-8575A. This letter provides additional information regarding this transfer application.

Stacked Water Rights

The place of use of water right no. 37-8575A has several overlapping quarter-quarters with the place of use for water right nos. 37-7140 and 37-7340. We discussed this issue on the phone, and you indicated that a map with the service lines identified would be sufficient to show that the groundwater snow making system is separate from the Warm Springs Creek snow making system. I have included that map as Figure A. These systems are independent and not stacked in the area identified in the transfer as Area 1, which will be dried up as a result of this transfer.

Ownership of Place of Use

Sun Valley Company does not own the ground that will have the water right transferred to it. The current place of use includes both US Forest Service and Bureau of Land Management Public Land (Figure B, Figure prepared for the EA). The water right backfile has the original special use permits that authorize Sun Valley Company to apply their snowmaking water right on public land.

Sun Valley Company recently had an environmental assessment prepared to evaluate the replacement of the Cold Springs chair lift and extending the ski run down Cold Springs, which is why the transfer of 8.8 acres to this area is necessary. As part of the EA, the federal agencies stated that "prior to implementation of additional snowmaking, SVC must acquire all necessary permitting for water rights and place of use from Idaho Department of Water

CHARLES E.
BROCKWAY,
PH.D., P.E.

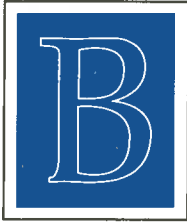
CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506



BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

Resources.” As part of the environmental assessment, the USFS, BLM and Sun Valley Company held public meetings and the Mountain Express has reported numerous times on the proposed project. Documentation relating to the project can be found at the following URL (<https://www.fs.usda.gov/project/?project=51689>).

USFS has issued their draft approval for the proposed project. BLM has not issued their final authorization for the proposed project, because they are waiting for the 45-day protest period, which will elapse in the middle of March. At that point, BLM will issue their final decision regarding this project, which will serve as approval of the landowner for the proposed transfer.

All agencies have sought public opinion and comments for the proposed project and is well documented by the EA. Also, the transfer does not consider to change points of diversion, nature of use, supplemental nature of the water rights, or any other similar action. It is my opinion that additional public comment period for the water right transfer is redundant and not necessary. Therefore, I request that IDWR process this transfer application to adjust the place of use of water right no. 37-8575A without advertisement. Final approval from BLM and USFS will be provided to IDWR when they are released, approximately March 17, 2018.

Application Fee

I have included a check for \$820 for the transfer fee to adjust the place of use, based on water right no. 37-8575A flow rate of 4.46 cfs.

Cordially,


G. Erick Powell, P.E.

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

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