

RECEIVED**JUL 09 2015**DEPT OF WATER RESOURCES
SOUTHERN REGIONSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT
To appropriate the public waters of the State of Idaho1. Name of applicant(s) Rotarun Ski Club INC Phone 208-788-6204
Name connector (check one): ☐ and ☐ or ☐ and/orMailing address P.O. Box 2083 City Hailey
State ID Zip 83333 Email _____2. Source of water supply Ground Water which is a tributary of N/A

3. Location of point(s) of diversion:

TWP	RGE	SEC	Govt Lot	¼	¼	¼	County	Source	Local name or tag #
2N	18E	19			NW	NE	Blaine	Ground Water	Existing Well
2N	18E	19			NW	NE	Blaine	Ground Water	Existing Well

4. Water will be used for the following purposes:

Amount 0.09 cfs for Diversion to Storage purposes from 11/1 to 2/28 (both dates inclusive)
(cfs or acre-feet per year)Amount 8.0 AF for Commercial from Storage purposes from 11/1 to 2/28 (both dates inclusive)
(cfs or acre-feet per year)Amount 8.0 AF for Commercial Storage purposes from 11/1 to 2/28 (both dates inclusive)
(cfs or acre-feet per year)Amount 2.4 AF for Fire Protection Storage purposes from 1/1 to 12/31 (both dates inclusive)
(cfs or acre-feet per year)5. Total quantity to be appropriated is (a) 0.09 cubic feet per second (cfs) and/or (b) 8.0 acre feet per year (af).

6. Proposed diverting works:

a. Describe type and size of devices used to divert water from the source. Diversion to storage using existing wells described under 37-8673, 37-8900. Diversion from storage for commercial use and fire protection at applicant's facility.b. Height of storage dam 3 feet; active reservoir capacity 2.4 acre-feet; total reservoir capacity 2.4 acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 11. For dams 10 feet or more in height OR reservoirs with a total storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required? ☐ Yes ☒ Noc. Proposed well diameter is N/A. inches; proposed depth of well is _____ feet.d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☒ Noe. If well is already drilled, when? 1990; drilling firm Wood River Drilling and Pump; well was drilled for (well owner) G.M.M.K. Group; Drilling Permit No. 37-90-S-133-200

7. Description of proposed uses (if irrigation only, go to item 8):

a. Hydropower; show total feet of head and proposed capacity in kW. N/A.b. Stockwatering; list number and kind of livestock. N/A.c. Municipal; complete and attach the Municipal Water Right Application Checklist.d. Domestic; show number of households N/A.e. Other; describe fully. Applicant seeks to divert 0.09 cfs for commercial, fire protection storage. Diversion from storage at 0.30 cfs for commercial use (snowmaking) while retiring all of 37-4332 to account for consumptive use.

*Cs = Commercial Storage
 *Fs = Fire Protection
 Storage

8. Description of place of use:

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

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
2N	17E	24	CCs																
2N	18E	19						C	C										
2N	17E	24	Fs																

Total number of acres to be irrigated: _____

9. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping?

None.

- Who owns the property at the point of diversion? Sage Springs Homeowners Association INC.
- Who owns the land to be irrigated or place of use? Applicant.
- If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing:
See attached well sharing agreement and associated narrative.

11. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary.

Applicant seeks to divert water into a storage reservoir and pump out of the reservoir for snowmaking (commercial) at the applicant's facility. Storage reservoir will also serve as a year round fire suppression reservoir for the Sage Springs HOA. Storage reservoir will be kept full during non-commercial period of use through utilization of domestic exemption under 42-111b. Please see attached narrative.

12. Time required for completion of works and application of water to proposed beneficial use is 5 years (minimum 1 year).
13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½" x 11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.

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.

Jesse Foster
 Signature of Applicant

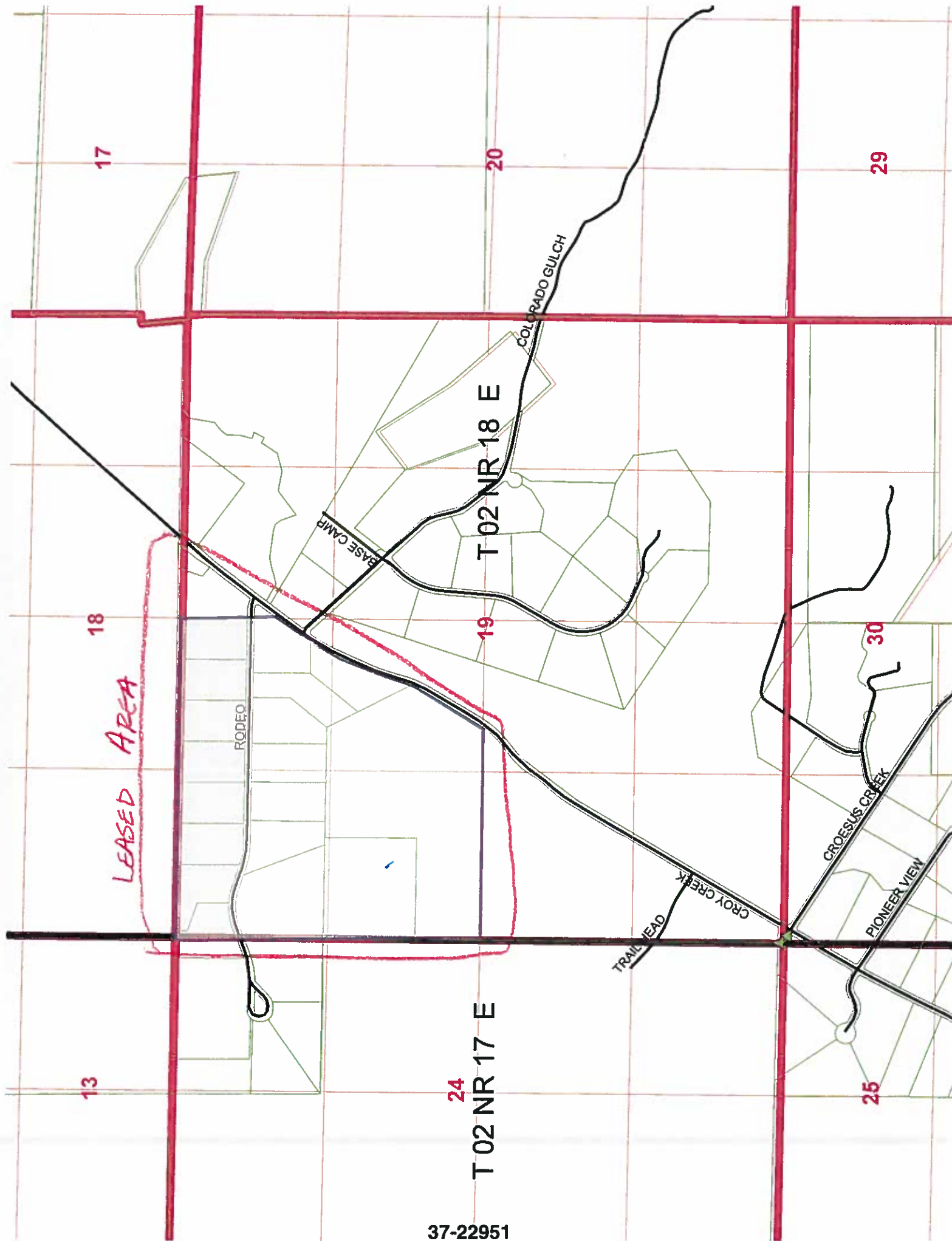
 Signature of Applicant

Jesse Foster
 Print Name (and title, if applicable)

 Print Name (and title, if applicable)

Received by _____ Date 7-9-2015 Time _____ Preliminary check by _____
 Fee \$ _____ Received by _____ Receipt No. _____ Date _____

This is original for amended app. rec'd 5/27/2015 via E-mail



37-22951

L E A S E

THIS AGREEMENT, Made and entered into this 30 day of October, 1963, by and between ARKOOSH and ZIDAN, INC., a corporation, party of the first part and sometimes hereinafter designated as lessor and the ROTARUN SKI CLUB, INC., a corporation, party of the second part and sometimes hereinafter designated as lessee,

WITNESSETH:

That the lessor for and in consideration of the sum of ONE DOLLAR and other good and valuable considerations to it in hand paid by the lessee does hereby lease, let and demise unto the lessee upon the terms and conditions hereinafter set forth the following described real property located in Blaine County, State of Idaho, to-wit:

A parcel of land within the NW $\frac{1}{4}$ of Sec. 19, T2N, R18, EDM, Blaine County, Idaho, and more particularly described by metes and bounds as follows:

Commencing at a stone marking the W $\frac{1}{4}$ Cor. of said Sec. 19 and said Cor. being the true point of beginning.

Thence NO $^{\circ}$ 03' E, 2637.05 feet to the NW Cor. of said Sec. 19;

Thence S89 $^{\circ}$ 47' E, 2777.94 feet;

Thence South, 887.50 feet;

Thence S36 $^{\circ}$ 20' W, 584.78 feet;

Thence S23 $^{\circ}$ 50' W, 1399.10 feet;

Thence N89 $^{\circ}$ 38' W, 1868.56 feet to the true point of beginning,

and said parcel containing 148.05 acres more or less.

This lease is upon the following terms and conditions:

- i. The lessee agrees to use said leased premises only for

the purposes of constructing, maintaining, and operating a winter sports area thereon, which shall be a ski lift with the necessary equipment and facilities and such other winter sports activities with its essential equipment and facilities as may be operated by lessee.

2. The lessor reserves the right to use all of the leased property above described for grazing purposes during such time as lessor may desire to graze the same.

3. ~~The lessee shall have the right to provide roads and rights-of-way over other lands of lessor for the use of themselves and the users of said leased premises in the activities aforementioned.~~

4. The lessee agrees to protect and save harmless the said lessor from any and all liabilities arising from use of said leased premises by the lessee or any other persons entering upon said premises in connection with such winter sports activities.

5. The lessee agrees that during the full term of this lease the leased premises and the facilities constructed thereon will remain the property of lessee or some other non-profit corporation; and that none of the income from the operations conducted thereon will be used for the purpose of providing a profit for the lessee or any of its members, officers, stock holders, or associates, or any successors of any of them; and it is understood and agreed that such operations shall at all times be conducted in such manner as to qualify as a nonprofit operation under Federal Income Tax laws, with the income therefrom used to cover the expenses of operation, maintenance, and construction of the facilities thereon as well as payment of the necessary wages or salaries connected with such operation.

6. This lease shall run for a term of 99 years beginning at

the date hereof, provided that the lessee shall at all times comply with all of the foregoing terms and conditions; and it is understood by and between the parties hereto that in the event the non-profit feature of this enterprise is not continued that the lessor shall have the right to terminate this lease upon giving the lessee 60 days advance notice of intention to terminate. In the event of termination as aforesaid, then all the right of lessee to use said leased premises shall immediately cease, except that the structures and equipment of lessee may be removed from said premises within 60 days from such termination.

7. Lessee agrees that the leased property will not be fenced and no obstructions will be place thereon which will prevent the use of said property by lessor for grazing, or for any other use which does not interfere with the use of said premises by lessee as aforesaid.

8. At the option of lessor this lease may be terminated if the leased premises are not used for the purposes set forth herein for a period of more than one year.

9. The lessee agrees to pay all taxes levied against the property covered by this lease as well as all improvements placed thereon by lessee; such taxes to be paid promptly at the time same become due and before the same become delinquent and failure to pay such taxes before the same become delinquent shall, at the option of lessor, terminate this lease.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed by their duly authorized officers with the seal of said corporations affixed hereto all on of the day and year in this agreement first above written.

Bernard J. [Signature]
Attest

[Signature]
Attest

ARZDOSH and SIDA, INC.

by [Signature]

ROTARY SKI CLUB, INC.

by [Signature]

STATE OF IDAHO,
County of Gooding,

ss.

On this 30 day of October, in the year 1963,
before me the undersigned notary public in and for the said state,
personally appeared George Arkosh known to me to be
the president of ARKOOSH and ZIDAN, INC., the corporation that
executed the foregoing instrument and acknowledged to me that
such corporation executed the same.

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

Charles L. Shaw
Notary Public for Idaho
Residing at Gooding, Idaho

STATE OF IDAHO
County of Blaine,

ss.

On this 28th day of October, in the year 1963,
before me the undersigned notary public in and for said State,
personally appeared Arthur E. Kunkin known to me to be the
president of ROTARUN SKI CLUB INC., the corporation that executed
the same.

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

Charles L. Shaw
Notary Public for Idaho
Residing at Hailey, Idaho

SUPPLEMENT TO LEASE AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, Made and entered into this 26th day of August, 1964, by and between ARKOOSH and ZIDAN, INC., a corporation, party of the first part and sometimes hereinafter designated as lessor and the ROTARUN SKI CLUB, INC., a corporation, party of the second part and sometimes hereinafter designated as lessee,

WITNESSETH, That

WHEREAS, Heretofore and on or about the 30th day of October, 1963, the parties hereto entered into a lease agreement by which the lessor leased to the lessee the following described real property:

A parcel of land within the NW $\frac{1}{4}$ of Sec. 19, T2N, R18, E8M, Blaine County, Idaho, and more particularly described by metes and bounds as follows:

Commencing at a stone marking the W $\frac{1}{4}$ Cor. of said Sec. 19 and said Cor. being the true point of beginning.

Thence N0° 03', 2637.05 feet to the NW Cor. of said Sec. 19;
Thence S89° 47' E, 2777.94 feet;
Thence South, 887.50 feet;
Thence S36° 20' W, 584.78 feet;
Thence S23° 50' W, 1399.10 feet;
Thence N89° 38' W, 1868.56 feet to the true point of beginning,

and said parcel containing 148.05 acres more or less, and

WHEREAS, The lessee has made application to an agency of the United States to borrow funds to develop recreational facilities upon said leased lands, and

WHEREAS, It will be necessary for the parties hereto to make further agreements in connection with said lease in order for lessee to obtain such loan.

NOW, THEREFORE, IT IS HEREBY UNDERSTOOD and AGREED, BY and between the parties hereto as follows:

1. Except as herein modified all of the terms, provisions and conditions of said lease agreement shall remain in full force and effect.

2. It is specifically agreed by and between the parties hereto that the lessee can make, execute and deliver to the United States, or to the above mentioned agency of the United States, a valid and meaningful mortgage upon the leasehold interest of lessee in the real property above described; and in the event the holder of said mortgage should foreclose the same the leasehold interest of the lessee may be transferred to another non-profit corporation for operations under the provisions of said lease and for the remainder of the term thereof.

3. The lessee and its successors may remove all of the skiing equipment and other recreational facilities from the leased premises in the event the lease is terminated for any reason and in the event of any such termination the government may have a period of 5 years in which to re-establish the use of the facilities to avoid termination of the lease; and in the event of the re-establishment of the facilities within said 5 year period after such termination then the government or its non-profit corporation delegate or successor may continue the operation under such lease.

IN WITNESS WHEREOF, The parties hereto have caused these presents to be duly executed by their duly authorized officers with the seal of said corporation affixed hereto all as of the day and year in this agreement first above written.

ARKOOSH and ZIDAL, INC.

by *Samuel L. Zidal*

ATTEST:

Samuel L. Zidal
Secretary

LOWAKU SKI CLUB, INC.

W. H. H. H.

STATE OF IDAHO,
County of Gooding.

ss.

On this 31st day of August, 1964, before me, the undersigned, a Notary Public in and for said state, personally appeared George A. Keesel known to me to be the president of ARKOOSH and ZIDAN, INC., the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

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

Richard L. Shaw
Notary Public for Idaho
Residing at Shadwin, Idaho.

STATE OF IDAHO,
County of Blaine.

ss.

On this 25th day of August, 1964, before me, the undersigned, a Notary Public in and for said state, personally appeared TERESA BERGIN and Arthur E. Richards known to me to be the president of ROTARUN SKI CLUB, INC., the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

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

Richard L. Shaw
Notary Public for Idaho
Residing at Hailey, Idaho

Copy

Supporting Documents ④

E. LEE SCHLENDER

Attorney at Law, J.D.
Certified National Board of Trial Advocacy &
American Board of Professional Liability Attorneys

100 2nd Avenue South
Post Office Box 2910
Hailey, Idaho 83333

Telephone: (208) 788-5111
Toll Free: (800) 822-2354
FAX: (208) 788-9734

November 10, 1993

ORIGINAL IN RED

Fritz Haemmerle, Esq.
Blaine County Prosecuting Attorney
Post Office Box 756
Hailey, Idaho 83333

Robert Korb, Esq.
Kneeland, Korb, Collier & Legg
Post Office Box 249
Kelchum, Idaho 83340

Mr. Don Board
122 S. Hiawatha
Hailey, Idaho 83333

BLAINE CO. REQUEST

OF Robert Glenn

1993 DEC 10 12 31

35998.1

Fee \$12.00

Agreement

Re: Rotarun--Robert Glenn

Gentlemen:

Mr. Glenn has presented the Rotarun Board of Directors with tentative plans to build the ski hut this fall and he wants to commence immediately. I would like to have your understanding and agreement with respect to this matter so that Rotarun can approve of a plan, or plans, and advise the County that we have no objection to the building permit being issued. These points upon which I need your written agreement are as follows:

(1) Blaine County has the underlying deed to certain real property located in Sage Springs Subdivision which, I understand, was deeded to the County by GMMK Group, an Idaho limited partnership, on January 10, 1991. The property is comprised of parcels B and D of Sage Springs Subdivision. The deed provides that the property will be leased by Blaine County to Rotarun Ski Club, Inc.

(2) We agree and recognize that the property deeded to Blaine County by GMMK Group insofar as the legal descriptions coincide, is subject to a lease agreement dated October 30, 1963 between Arkoosh and Rotarun Ski Club, Inc., recorded as Blaine County Instrument No. 119924 as supplemented by a lease agreement between Arkoosh and Rotarun Ski Club, Inc. dated

Fritz Haemmerle, Esq.
Robert Korb, Esq.
Mr. Don Board
November 10, 1993
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August 26, 1964, Blaine County Instrument No. 121155. It is agreed that the terms of the lease are in full force and effect and have not been extinguished or abolished by any act of GMMK Group, an Idaho limited partnership, and/or Mr. Robert Glenn or any of his agents, attorneys, successors or assigns.

Considering that Blaine County owns the underlying deed to the property, Blaine County will own the ski building when it is constructed. However, Blaine County will enter into a 99-year lease with Rotarun Ski Club, Inc. giving to Rotarun Ski Club, Inc. the right to use the building as Rotarun deems fit. The lease will be for \$1.00.

(3) Rotarun Ski Club, Inc. and GMMK Group and/or Robert Glenn will enter into an agreement which adjusts the metes and bounds description of the overall leases so that none of the Sage Springs Subdivision lots or streets are impacted by defective title.

(4) Rotarun will enter into an agreement with the Sage Springs Subdivision Association regarding the use and maintenance of the new warming hut which will also be used by the Association for their Association activities. This agreement will serve as the formal agreement referenced in Article VII of the Sage Creek Subdivision CC&R's recorded January 10, 1991. This Agreement will resolve the issues of homeowner assessments, expenditures, operation of the warming hut, parking facilities, periods of operation, night skiing, etc. Assuming sufficient lots have been sold so that the homeowners association is now able to vote and bind all of the real property, the agreement will be negotiated with the homeowners themselves.

(5) It is agreed that the sale by ~~Arkoosh to Priessman and~~ ^{IDAHO STATE BANK} subsequently, to GMMK Group and the subsequent deed to Blaine County does not invalidate or terminate the 99-year Arkoosh lease in favor of Rotarun Ski Club, Inc. That lease contains 148.05 acres, more or less.

(6) That the construction plans upon which the building permit is based shall have the signature and written approval of the appropriate officers of Rotarun Ski Club, Inc. prior to the time that they are in final form delivered to the County.

(7) Rotarun Ski Club, Inc. and Blaine County will have no liability with respect to the construction of the ski building in that it will be completed as set forth on the plans and specifications and turned over to Rotarun Ski Club, Inc. in time ~~for the 1993 ski season.~~ ^{OF DUE DILIGENCE FROM} THE TIME OF THE ISSUANCE OF A BLAINE COUNTY BUILDING PERMIT TO ACCOMMODATE AS MUCH OF THE 1993-1994 WINTER SEASON AS IS FEASIBLE. ^{RS}

Fritz Haemmerle, Esq.
Robert Korb, Esq.
Mr. Don Board
November 10, 1993
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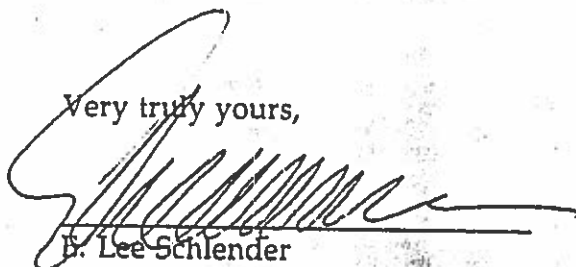
Assuming all of the above is agreeable, could each of you please execute this letter and circulate it by fax so that we ultimately end up with one faxed executed agreement. I realize that some of the terms and conditions of the homeowners association agreement need to be ironed out. I am confident we can do that without difficulty.

The Blaine County Building Inspector is hereby authorized to issue a building permit for the warming hut upon receipt of a copy of a copy of this agreement, duly executed by all of the parties along with approved plans be initialed and/or signed by the proper officers of Rotarun Ski Club, Inc.

I understand Mr. Glenn would like to get his building permit issued on Friday; could I please have this circulated immediately for signature. It is being faxed to everyone simultaneously; if Mr. Korb first executes it, he might fax his executed copy to Mr. Haemmerle who, after execution, can then forward it on to me.

I will await your advice.

Very truly yours,

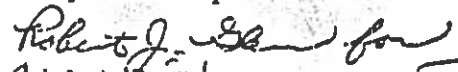


B. Lee Schlender

ELS/cc

The above constitutes a mutual understanding and agreement of the parties.

GMMK GROUP, an Idaho
limited partnership

By 
GMMK-Biz. general partner
Robert J. Glenn

Recorded w/o notary per
request of Robert Glenn

ROTARUN SKI CLUB, INC.

By  pres-
Donald Board, President

Fritz Haemmerle, Esq.
Robert Korb, Esq.
Mr. Don Board
November 10, 1993
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BLAINE COUNTY

By Fritz X. Haemmerle
Fritz X. Haemmerle
Prosecuting Attorney for and on
behalf of the Blaine County
Board of County Commissioners