



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

Phone: (208) 287-4800 • Fax: (208) 287-6700 • Website: www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Director

January 22, 2015

SUN VALLEY COMPANY
A WYOMING CORP
PO BOX 10
SUN VALLEY ID 83353

RE: LEASED WATER RIGHT NO(S). 37-415 RELEASED FROM THE WATER SUPPLY BANK

Dear Lessor:

On January 21, 2015, the Department of Water Resources (Department) received your request to cancel the existing Water Supply Bank (Bank) Lease Contract executed on January 12, 2012, and release water right(s) 37-415 from the Bank. **At this time the Department acknowledges that the Bank Lease Contract for 59.9 acres of water right(s) 37-415 has been canceled releasing the right(s) from the Bank.**

The five (5) year period of nonuse related to forfeiture of a water right shall begin to accrue upon release of the right from the bank or shall continue to accrue if a period of nonuse occurred prior to the lease date of the right to the bank.

You can reapply to lease the water right(s) in the future by submitting new application form(s) from the Department's website at www.idwr.idaho.gov along with applicable fees.

If you have any questions regarding this matter, please contact me at (208) 287-4910.

Sincerely,

Clay Webster
Water Resource Agent
WSB Process Point of Contact

for

RECEIVED

JAN 21 2015

DEPARTMENT OF
WATER RESOURCES

STATE OF IDAHO
WATER RESOURCE BOARD

WATER SUPPLY BANK
REQUEST TO RELEASE A WATER RIGHT FROM THE BANK

ONE FORM PER WATER RIGHT

All water rights leased into the Water Supply Bank shall remain unused by the water right holder for the duration of the Lease Contract. The water right will not be released from the Water Supply Bank until the conclusion of the Lease Contract unless otherwise authorized by the Idaho Water Resource Board. Water right holders may use this form to petition for early termination of their Water Supply Bank Lease Contract.

Water right holders seeking an early termination of a Lease Contract must demonstrate justifiable need for the release. Water rights under Lease Contract that are eligible for early termination can be released from the Water Supply Bank if the release will not impair administration of the Water Supply Bank. If a water right is currently rented, it cannot be considered for release until the Rental Agreement concludes. A water right is not released from the Water Supply Bank until written release confirmation is issued by the Water Supply Bank.

Water Right No: Part of Right No. 37-415

Name(s) of Lessor(s): Sun Valley Company, A Wyoming Corporation

Mailing Address: P.O. Box 10

City: Sun Valley State: Idaho Zip: 83353

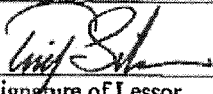
Telephone No: (208) 622-2042 Email Address: _____

Lease Contract Expiration Date: December 31, 2016

Requested Release Date: Final approval of Transfer No. 79190

Reason for Early Release:

Transfer No. 79190, if approved with acceptable conditions, replaces the lease and rental of this portion of the
water right.


Signature of Lessor

Tim Silva, Manager, Sun Valley Company
Printed Name and Title*

10-6-2014
Date

Signature of Lessor

Printed Name and Title*

Date

*Please provide title of signatory if signing on behalf of a company or organization or with power of attorney.

Mail to:
Idaho Department of Water Resources
P.O. Box 83720
Boise, ID 83720-0098



State of Idaho

DEPARTMENT OF WATER RESOURCES

322 East Front Street • P.O. Box 83720 • Boise, Idaho 83720-0098

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January 13, 2012

C. L. "BUTCH" OTTER
Governor

GARY SPACKMAN
Interim Director

DYLAN B LAWRENCE
MOFFATT THOMAS BARRETT ROCK & FIELDS CHTD
PO BOX 829
BOISE ID 83701-0829

RE: WATER SUPPLY BANK RENTAL OF WATER RIGHT NO. 37-415

Dear Mr. Lawrence:

At your request, I am re-mailing the entire corrected lease and rental packet for 37-415. Please use the enclosed documents to replace any documents you had already received. Feel free to contact me at (208) 287-4907 with any questions.

Sincerely,

Monica Van Bussum
Sr. Water Resource Agent

Enclosures

c: Allen Merritt – Manager, IDWR Southern Regional Office
Kevin Lakey – Watermaster, State Water District No. 37
Wallace Huffman – Manager, Sun Valley Co.
Scott L. Campbell – Moffatt Thomas

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
WATER SUPPLY BANK RENTAL AGREEMENT

RECEIVED

JAN 18 2012

This is to certify that: SUN VALLEY CO A WYOMING CORP
 PO BOX 10
 SUN VALLEY ID 83353
 (208) 622-2041

MOFFATT, THOMAS, BARRETT,
 ROCK & FIELDS, CHTD.

filed an application to rent water from the Water Supply Bank ("Bank"). The Idaho Water Resource Board ("Board") being authorized to operate a Bank and to contract by and through the Director of the Idaho Department of Water Resources ("Director, Department") for rental of water from the Bank agrees to rent water as follows:

Summary of Water Rights or Portions Rented from the Bank

Water Right	Rented Rate	Annual Rented Volume	Total Rented Acres
37-415	1.75 CFS	179.6 AF	51.3 AC
COMBINED RENTAL TOTALS:	1.75 CFS	179.6 AF	51.3 AC

TERM OF RENTAL:

April 15, 2012, to October 31, 2012
April 15, 2013, to October 31, 2013
April 15, 2014, to October 31, 2014
April 15, 2015, to October 31, 2015
April 15, 2016, to October 31, 2016

RELEASED
 JAN 21 2012

RENTAL FEE:

\$251.44 per year

The total fee for rental of the above-described water is \$2,514.40. The renter is also the lessor under this agreement and is therefore obligated to pay only the administrative fee of \$251.44 per year. An annual payment shall be received by the Department of Water Resources prior to April 15, the start of the irrigation season, each year for the duration of the rental period. The agreement will be void if the payment is not received in a given year.

Detailed water right specific limitations and conditions attached.

The undersigned renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described in this agreement:

Dated this 17 day of Jan, 20 12.

By: Wallace Huffman
 (Print Name)

Wallace Huffman
 (Signature)

Pres
 (Title if on behalf of company or organization)

Having determined that this agreement satisfies the provisions of Section 42-1763, Idaho Code, and, IDAPA 37.02.03030 (Water Supply Bank Rule 30), for the rental and use of water under the terms and conditions herein provided, and none other, I hereby execute this Rental Agreement on behalf of the Idaho Water Resource Board this 19th day of January, 20 12.

Gary Spackman
 GARY SPACKMAN, Interim Director
 Department of Water Resources

SCANNED
 JAN 20 2012

WATER RIGHT NO. 37-415
WATER SUPPLY BANK RENTAL AGREEMENT

The renter agrees to use the water rented under this agreement in accordance with the Water Supply Bank rules and in compliance with the limitations and conditions of use described below:

Renter: SUN VALLEY CO A WYOMING CORP
 PO BOX 10
 SUN VALLEY ID 83353
 (208) 622-2041

Priority Date: 04/25/1881

Source: TRAIL CREEK

<u>BENEFICIAL USE</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	to 10/31	1.75 CFS	179.6 AF
	Total:		1.75 CFS	179.6 AF

LOCATION OF RENTER'S POINT(S) OF DIVERSION:

TRAIL CREEK NE¼SE¼ Sec. 32 Twp 05N Rge 18E BLAINE County

RENTER'S PLACE OF USE: IRRIGATION

Twp	Rge	Sec	NE				NW				SW				SE				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
04N	18E	5								0.2									0.2
04N	18E	6									2.2			6.7	3.2	0.2	11.4	2.0	25.7
04N	18E	7		2.7			15.5			5.7									23.9
05N	18E	32												0.5			1.0		1.5
														L3			L2		

Total Acres: 51.3

CONDITIONS OF WATER USE

1. The use of water under this agreement shall be subject to the provisions of Section 42-1766, Idaho Code.
2. Rental of the specified right from the bank does not, in itself, confirm the validity of the right or any elements of the water right, or improve the status of the right including the notion of resumption of use. It does not preclude the opportunity for review of the validity of this water right in the ongoing Snake River Basin Adjudication or any other department application process.
3. Use of water under this agreement does not constitute a dedication of the water to renter's place of use and upon expiration of this agreement, the points of diversion and place of use of the water shall revert to those authorized under the water right and/or again be available to rent from the bank.
4. This rental does not grant any right-of-way or easement to use the diversion works or conveyance works of another party.
5. Use of water under this agreement shall not prejudice any action of the Department in its consideration of a permanent application for transfer filed by the applicant for this same use.
6. Renter agrees to comply with all applicable state and federal laws while using water under this agreement.

**WATER RIGHT NO. 37-415
WATER SUPPLY BANK RENTAL AGREEMENT**

CONDITIONS OF WATER USE

7. Renter agrees to hold the Board, the Director and the state of Idaho harmless from all liability on account of negligent acts of the renter while using water.
8. Renter acknowledges and agrees that the Director may terminate diversion of water if the Director determines there is not a sufficient water supply for the priority of the right or portion thereof being rented.
9. Failure of the renter to comply with the conditions of this agreement is cause for the Director to rescind approval of the rental agreement.