

Water Supply Bank No. _____
(For Department Use Only)

STATE OF IDAHO
WATER RESOURCE BOARD

APPLICATION TO SELL OR LEASE A WATER RIGHT
TO THE WATER SUPPLY BANK

RECEIVED

FEB 28 2011

DEPARTMENT OF
WATER RESOURCES

Douglas J. Bradshaw, Trustee under the
Will of Eleanor Reinheimer

Name of Seller/Lessor _____ Phone (775) 782-1038

Mailing address 1286 Mottsville Meadows Way, Gardnerville, NV 89460 Email doug.bradshaw@goodcook.com

A. DESCRIPTION OF WATER RIGHT, OR PORTION THEREOF, OFFERED TO THE BANK

If the entire right is for sale or lease, show "ALL" below and skip the remainder of part A. Attach a copy of the water right report.

1. Water Right Number(s)	Amount (cfs/ac-ft)	Nature of Use	Period of Use
37-457A	ALL	irrigation	April 15 to October 31
37-457B	ALL	irrigation	April 15 to October 31
			to

Total Amount: 4.80 See Attachment A

2. Source of water _____ tributary to _____

3. Point(s) of Diversion:

Twp	Rge	Sec	Lot	¼	¼	¼	County

4. Lands irrigated or place of use:

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	

If the right is for irrigation, show total number of acres offered to the bank. Total Acres _____

B. OWNERSHIP

1. Are you currently listed in IDWR's records as the owner of the water right being offered to the bank? Yes ☒ No ☐
If no, provide documentation of your authority to sign on behalf of the right holder OR attach a Notice of Change in Water Right Ownership form along with the required documentation and fee.

2. Is the water right appurtenant to land subject to any liens, deeds of trust, mortgages, or contracts? Yes ☐ No ☒
If yes, provide a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes and list name of entity: _____

C. GENERAL INFORMATION

1. Please provide a description of the current diversion system.

Diversion structure on Trail Creek to earthen ditch to place of use.

2. Describe any other water rights used for the same purpose or at the same place of use as described above.

N/A

3. Will the present place of use continue to receive water from any source?

Yes ☒ No ☐

If yes, describe. See Attachment A

4. Has any portion of this water right undergone a period of five or more consecutive years of non-use?

Yes ☐ No ☒

If yes, describe and attach watermaster records or other evidence to demonstrate that the right has not been lost through abandonment or forfeiture pursuant to Section 42-222(2), Idaho Code. _____

5. Is this water right involved in any other Department process such as an application for transfer or a mitigation plan? Yes ☐ No ☒

If yes, describe. _____

D. SALE/LEASE AGREEMENT

1. Is the water right, or portion thereof, described above offered to the Idaho Water Resource Board for sale ☐ or lease ☐?

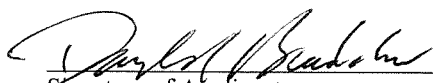
If Lease, for a period from 4/15/2011 to 11/1/2015 (not to exceed 5 years).
(Month / Day / Year) (Month / Day / Year)

2. Show the minimum payment acceptable to the Seller/Lessor. The minimum payment may be shown as the "current rental rate" as established by the Idaho Water Resource Board. Include the method of determining the minimum payment if other than the current rental rate. Minimum payment is \$20,000.00 less 10% administrative fee payable to IDWR/IWRB. See Attachment A.

I hereby assert that the information contained in this application is true to the best of my knowledge, and that I have the authorities necessary to offer this right for sale or lease to the Idaho Water Resource Board.

The owner/lessor acknowledges the following:

1. Payment to the owner/lessor is contingent upon the sale or rental of the right from the bank.
2. While a right is in the bank, the owner/lessor of the right may not use the right even if the right is not rented from the bank.
3. A right accepted into the bank stays in the bank until the Board releases it or the lease term expires.
4. While a right is in the bank, forfeiture provisions are stayed.
5. Acceptance of a right into the bank does not, in itself, confirm the validity of the right or any elements of the water right.



Signature of Applicant

Douglas J. Bradshaw, Trustee under the
Will of Eleanor Reinheimer

Printed Name and Title*

2/24/11

Date

Signature of Applicant

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

ATTACHMENT A

[Close](#)IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommended Right Report

1/25/2011

WATER RIGHT NO. 37-457A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DOUGLAS J BRADSHAW TRUSTEE UNDER WILL OF ELEANOR REINHEIMER PO BOX 525 TWIN FALLS, ID 83303-0525 (208)734-1224
Directors Report Owner	DAVID M. BERENSON, PHILIP ZIMET AND DOUGLAS BRADSHAW, TRUSTEES 1 ASHBURN PL FAIR LAWN, NJ 07410 (208)734-1224
Attorney	THOMAS M ROBERTSON 156 2ND AVE W PO BOX 525 TWIN FALLS, ID 83303-0525 (208)734-1224

Priority Date: 05/01/1883

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
TRAIL CREEK	BIG WOOD RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/31	0.42 CFS	
STOCKWATER	01/01	12/31	0.02 CFS	

Total Diversion			0.42 CFS	
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Location of Point(s) of Diversion:

TRAIL CREEK	SWSE	Sec. 07	Township 04N	Range 18E	BLAINE County
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Place(s) of use:

Place of Use Legal Description: IRRIGATION BLAINE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
04N	18E	19		NENW	5									

Place of Use Legal Description: STOCKWATER same as IRRIGATION

Total Acres: 5

Conditions of Approval:

1.	C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2.	P21	This right is a split from former right 37-457.
3.	X56	A portion of Right 37-457A is used for conveyance loss.
4.	N05	The quantity of water under this right for stockwater use shall not exceed 13,000 gallons per day.
5.	N08	The quantity of water decreed for this water right for stockwater use is not a determination of historical beneficial use.

Dates:

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number:

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Close

IDAHO DEPARTMENT OF WATER RESOURCES
Adjudication Recommended Right Report

1/25/2011

WATER RIGHT NO. 37-457B

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	DOUGLAS J BRADSHAW TRUSTEE UNDER WILL OF ELEANOR REINHEIMER PO BOX 525 TWIN FALLS, ID 83303-0525 (208)734-1224
Directors Report Owner	IDAHO FOUNDATION FOR PARKS & LANDS INC 5657 WARM SPRINGS AVE BOISE, ID 83716-8700 (208)344-7141
Original Owner	GEORGE W MC COY

Priority Date: 05/01/1883

Basis: Decreed

Status: Active

Water Supply Bank Status: Active

<u>Source</u>	<u>Tributary</u>
TRAIL CREEK	BIG WOOD RIVER

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
IRRIGATION	04/15	10/31	4.38 CFS	
Total Diversion			4.38 CFS	

Location of Point(s) of Diversion:

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TRAIL CREEK	SESWSE	Sec. 07	Township 04N	Range 18E	BLAINE County
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Place(s) of use:

Place of Use Legal Description: IRRIGATION BLAINE County

Township	Range	Section	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres	Lot	Tract	Acres
04N	18E	19		NENW	25		SENW	27						

Total Acres: 52

Conditions of Approval:

1.	C18	This partial decree is subject to such general provisions necessary for the definition of the rights or for the efficient administration of the water rights as may be ultimately determined by the Court at a point in time no later than the entry of a final unified decree. Section 42-1412(6), Idaho Code.
2.	P21	This right is a split from former right 37-457.
3.	X56	A portion of Right 37-457B is used for conveyance loss.
4.		As of the issuance of the partial decree, this water this water right is leased to the Idaho Water Resource Board's water supply bank pursuant to Idaho Code Sec. 42-1761. Upon release from the water supply bank and if the water right holder then intends to change the original place of use, the water right holder is required to file a transfer application pursuant to Idaho Code Sec. 42-222 to continue diversion and use of the water. For purposes of any such transfer application, the original place of use is the irrigation of 52 acres, as described herein.

Dates:

Other Information:

State or Federal: S

Owner Name Connector:

Water District Number: 37

Generic Max Rate per Acre:

Generic Max Volume per Acre:

Swan Falls Trust or Nontrust:

Swan Falls Dismissed:

DLE Act Number:

Cary Act Number:

Mitigation Plan: False

Water Supply Bank:

DOUGLAS J BRADSHAW

Lessor Name(s): TRUSTEE UNDER THE WILL OF ELEANOR REINHEIMER, DECEASED

Lease Status: Active

Lease Amount: All

Rental Availability: Part

Date Received: 4/3/2009

Lease Begin Date: 4/3/2009

Expiration Date: 12/31/2010

Close

Attachment A
Private Rental Agreement

This rental application is submitted in conjunction with the Agreement to Rent Water between Douglas J. Bradshaw, Trustee under the Will of Eleanor Reinheimer and the Sun Valley Company, Exhibit A hereto.

Pursuant to said Agreement, the Sun Valley Company seeks to rent Water Rights 37-457A and 37-457B through the Water Bank and use a portion of the water authorized for diversion on 16.6 acres of Sun Valley Company property, designated on Exhibit B hereto. Sun Valley Company seeks approval to use the remaining portion of the water authorized for diversion on 40.4 acres of Idaho Foundation for Parks and Lands property (a.k.a. Reinheimer Ranch), designated on Exhibit C hereto. Use of the rented water under the Agreement is subject to specific conditions for management of the Reinheimer Ranch property, as described in paragraph 5 of the Agreement. Sun Valley Company requests that the conditions of any Water Supply Bank Rental Agreement for these water rights incorporate the provisions of Exhibit A hereto.

AGREEMENT TO RENT WATER

THIS AGREEMENT is made and entered into this 22nd day of December, 2010, by and between DOUGLAS J. BRADSHAW, Trustee under the will of Eleanor Reinheimer, hereinafter "Lessor"; and ~~Sinclair Oil Corporation~~, Sun Valley Co., a Wyoming corporation, hereinafter "Lessee".

 12/2/10

WITNESSETH:

WHEREAS, Lessor owns natural flow water rights 37-457A and 37-457B from Trail Creek in Blaine County, Idaho; appurtenant to certain lands for irrigation; and

WHEREAS, Lessor proposes a private lease of said water rights through the water Supply Bank of the Idaho Water Resource Board ("IWRB") for 2011, 2012, 2013, 2014 and 2015.

WHEREAS, the parties wish to reduce their Agreement to writing;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Lease of Water. Lessor herein enters this "private lease" and agrees to lease, and Lessee agrees to rent from Lessor natural flow water rights 37-457A and 37-457B from Trail Creek in Blaine County, Idaho, presently decreed appurtenant to certain lands for irrigation purposes, the yield of said water rights to be beneficially used by Lessee for whatever purposes and at whatever places of use proposed by Lessee, subject to Section 5 below, all as approved through the water Supply Bank of the IWRB and the Idaho Department of water Resources ("IDWR"). Lessor hereby agrees to prepare and submit a lease application to the water Supply Bank, and Lessee hereby agrees to prepare and submit a rental application to the water Supply Bank, to effectuate this transaction. To the extent either application is denied, or is approved with conditions that are unacceptable to either party, this agreement shall be null and void.

2. Term. This Agreement shall be for a five (5) year term beginning on January 1, 2011, and shall remain in full force and effect until December 31st, 2015; provided that, in the event of the termination of the Trust under the Will of Eleanor Reinheimer, this Agreement will terminate at the end of the year in which the Trust terminates. Lessor agrees to take all reasonable measures to ensure water rights 37-457A and 37-457B remain leased to the water Supply Bank, and available to be rented by Lessee, during this term.

3. Procedure. Lessor and Lessee shall submit their lease and rental applications to the water Supply Bank of IDWR requesting the issuance of the lease and the rental agreements. If approved by IDWR, the agreements shall be signed by the respective

parties and shall be timely returned to IDWR, with the Lessee submitting payment with the signed rental agreement, payable to the water Supply Bank. The parties understand the water Supply Bank will then deduct its ten percent (10%) administrative fee, and will then remit payment to the Lessor for the remaining ninety percent (90%) and the end of the year for which the payment is made.

4. Rental. The annual rental rate shall be Twenty Thousand and no/100 Dollars (\$20,000.00) each year this Agreement is in effect, less applicable ten percent (10%) administrative fee payable to the IDWR/IWRB as above set out. Payments shall be made as set out in the water Supply Bank Rules. The annual rental rate has been agreed upon without regard to the market value of the fee ownership of natural flow water rights 37-457A and 37-457B and may or may not be commensurate therewith.

5. Place of Use. The Lessee will use its best efforts to negotiate a management agreement with the Idaho Foundation for Parks and Lands (the Parks Foundation) pursuant to which the Lessee will manage the Park Foundations= Reinheimer Ranch property (part of which is the currently designated place of use for water right 37-457B) and in conjunction therewith the Lessee will use the Reinheimer Ranch property as the place of use for all or a portion of water rights 37-457A and 37-457B. In the event Lessee fails to enter into a management agreement with the Park Foundation which provides for the Lessee to use all or a portion of these water rights on the Reinheimer Ranch property, the Lessor may at its option terminate this Agreement to Rent water effective January 1, 2012. If the Lessee

succeeds in entering into a management agreement with the Parks Foundation, but such management agreement is subsequently terminated prior to the termination of this Agreement to Rent water, then the Lessor may at its option terminate this Agreement to Rent water effective the first day of January of the year following the year in which the Lessee's management agreement with the Parks foundation is terminated.

6. No Guarantee on Yield. Lessor makes no guarantee as to the yield of the water rights or as to preferred points of diversion, places of use, or purposes of use as may be proposed by the Lessee, it being acknowledged that such changes require the consent of IWRB, IDWR, and Water District 37. Any reduction in yield which results in a reduction of administrative costs and surcharges shall accrue to the benefit of the Lessor.

7. Non-Dedication of water. In accordance with the provisions of Idaho Code §42-1764, the rental and distribution of water under this Agreement shall not constitute a dedication of the water to the uses of Lessee. In addition, nothing in this Agreement shall be deemed to grant a right to Lessee to receive water from Lessor on any basis other than as herein provided in this private lease.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

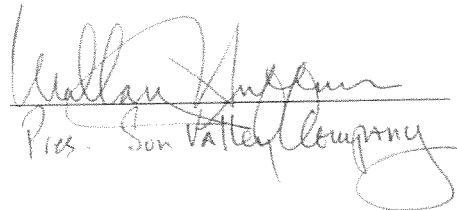
☐
Lessor



Douglas J. Bradshaw,

Trustee under the will of Eleanor Reinheimer

Lessee



~~Sinclair Oil Corporation~~

~~DBa Sun Valley Co., a Wyoming corporation~~

[Signature] 12.2.10

ATTEST:

[Signature]

STATE OF NEVADA)

) ss.

County of Douglas)

On this 22nd day of December, 2010, before me, the undersigned, a Notary Public for the State of Nevada personally appeared Douglas J. Bradshaw, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

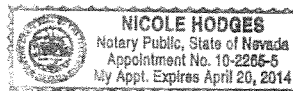
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Signature]

NOTARY PUBLIC

Residing at: 11656 Hwy 439S Minden, NV 89423

My Commission Expires: April 20, 2014



STATE OF IDAHO)

) ss.

County of Blaine)

On this 30th day of November, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Wallace Huffman, known or identified to me to be the President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, 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.

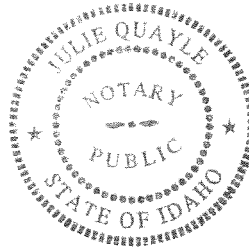
Julie Quayle

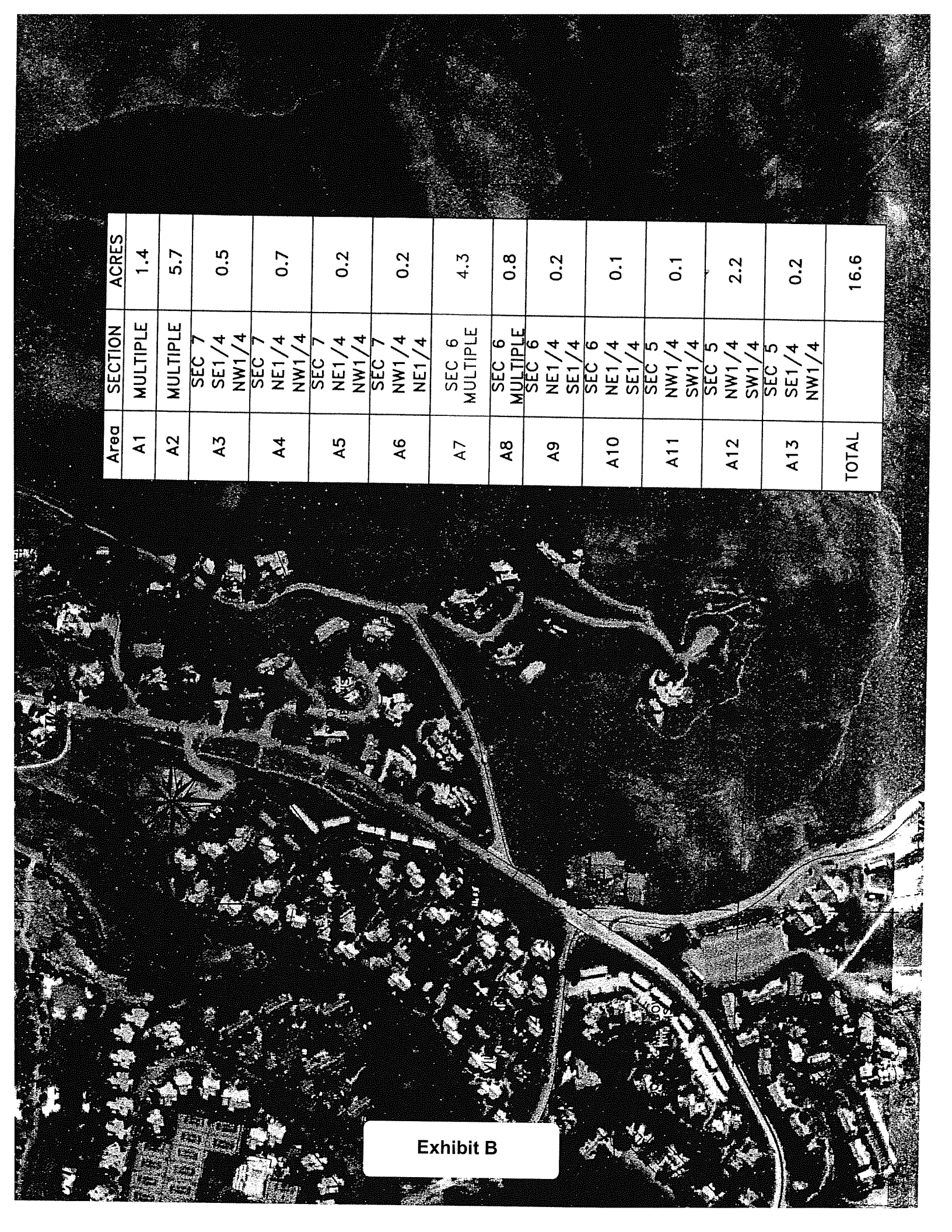
NOTARY PUBLIC

Residing at Blaine County, Idaho

My Commission Expires 11-1-2011

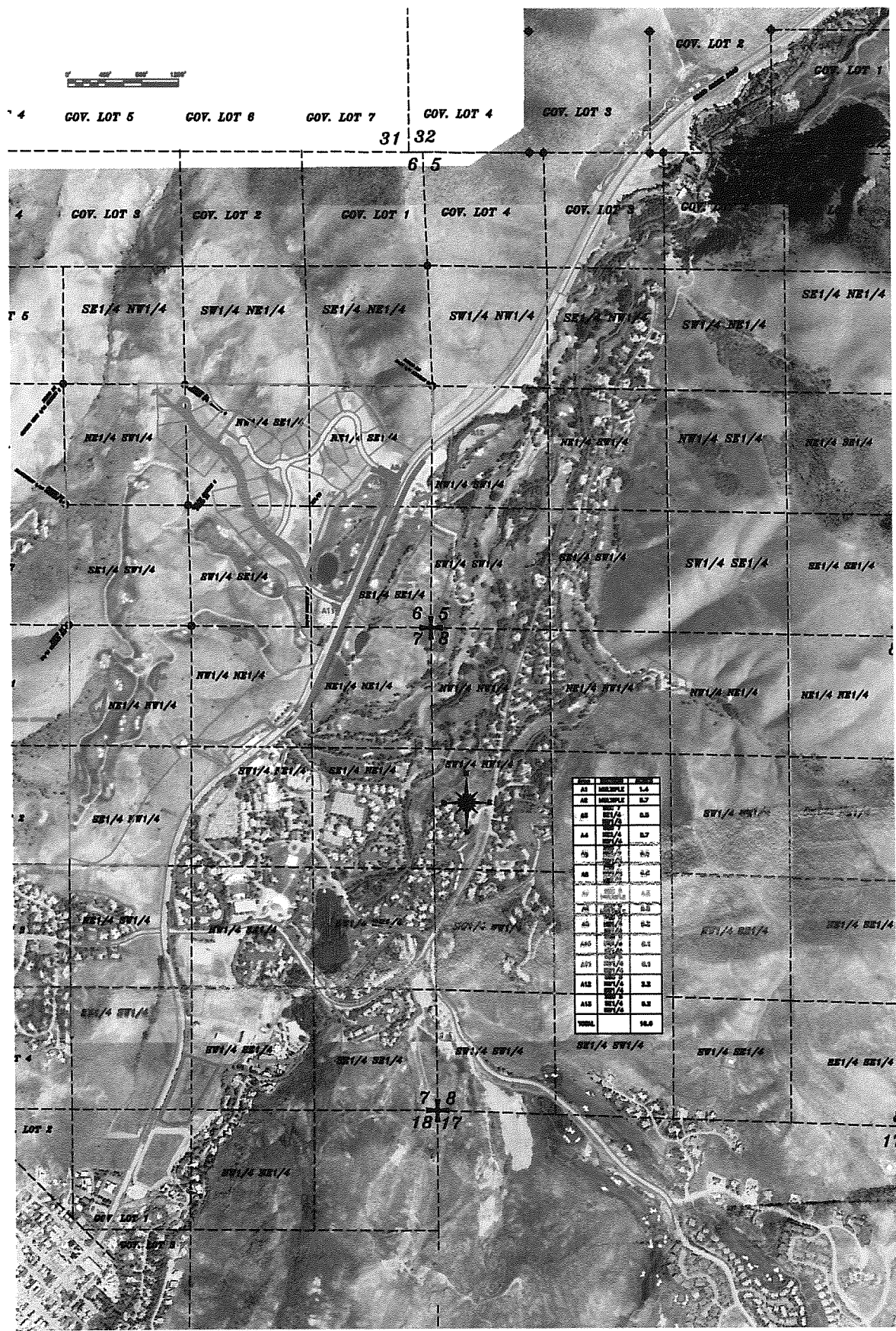
□





Area	SECTION	ACRES
A1	MULTIPLE	1.4
A2	MULTIPLE	5.7
A3	SEC 7 SE1/4 NW1/4	0.5
A4	SEC 7 NE1/4 NW1/4	0.7
A5	SEC 7 NE1/4 NW1/4	0.2
A6	SEC 7 NW1/4 NE1/4	0.2
A7	SEC 6 MULTIPLE	4.3
A8	SEC 6 MULTIPLE	0.8
A9	SEC 6 NE1/4 SE1/4	0.2
A10	SEC 6 NE1/4 SE1/4	0.1
A11	SEC 5 NW1/4 SW1/4	0.1
A12	SEC 5 NW1/4 SW1/4	2.2
A13	SEC 5 SE1/4 NW1/4	0.2
TOTAL		16.6

Exhibit B



Parcel	Area (Acres)	Other
A1	0.1	0.1
A2	0.1	0.1
A3	0.1	0.1
A4	0.1	0.1
A5	0.1	0.1
A6	0.1	0.1
A7	0.1	0.1
A8	0.1	0.1
A9	0.1	0.1
A10	0.1	0.1
A11	0.1	0.1
A12	0.1	0.1
A13	0.1	0.1
A14	0.1	0.1
A15	0.1	0.1
A16	0.1	0.1
A17	0.1	0.1
A18	0.1	0.1
A19	0.1	0.1
A20	0.1	0.1
A21	0.1	0.1
A22	0.1	0.1
A23	0.1	0.1
A24	0.1	0.1
A25	0.1	0.1
A26	0.1	0.1
A27	0.1	0.1
A28	0.1	0.1
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A31	0.1	0.1
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A33	0.1	0.1
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A43	0.1	0.1
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A77	0.1	0.1
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A79	0.1	0.1
A80	0.1	0.1
A81	0.1	0.1
A82	0.1	0.1
A83	0.1	0.1
A84	0.1	0.1
A85	0.1	0.1
A86	0.1	0.1
A87	0.1	0.1
A88	0.1	0.1
A89	0.1	0.1
A90	0.1	0.1
A91	0.1	0.1
A92	0.1	0.1
A93	0.1	0.1
A94	0.1	0.1
A95	0.1	0.1
A96	0.1	0.1
A97	0.1	0.1
A98	0.1	0.1
A99	0.1	0.1
A100	0.1	0.1

SE1/4 NE1/4 S19

Area	SECTION	ACRES
A20	SEC 19	10.6
	SE1/4	
	NW1/4	
A21	SEC 19	9.7
	NE1/4	
	NW1/4	
A22	SEC 19	15.5
	NE1/4	
	NW1/4	
A23	SEC 19	4.6
	NE1/4	
	NW1/4	
TOTAL	SEC 19 NE1/4 NW1/4	40.4

IRRIGATION WORKSHEET

DRAWN LLJ	DATE 12/09/10	REINHEIMER RANCH	
	APPROVED	DATE	
SCALE 1" = 200'	SHEET 1	PROJECT NO. 09094	

Exhibit C



Area	SECTION	ACRES
A20	NE1/4 S19	23.6
A21	NE1/4 S19	9.7
A22	NE1/4 S19	15.5
A23	NE1/4 S19	1.5
TOTAL	NE1/4 S19	53.6

IRRIGATION WORKSHEET		
DRAWN LL	DATE 12.09.10	REINHEIMER RANCH
APPROVED	DATE	Acres and boundary lines are approximate.
SCALE 1" = 200'	SHEET 1	PROJECT NO. 09094

