

BROCKWAY
ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

RECEIVED

JAN 19 2010

DEPT. OF WATER RESOURCES
SOUTHERN REGION

January 19, 2010

Jeannie Robertson
IDWR-Southern Region
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301-3380

Re: Sun Valley Ranch LLC and Spring Creek Idaho Ranch LLC AMENDED
Permit Application.

Dear Jeannie:

Attached is an amended application for permit in the name of Sun Valley Ranch LLC, which is meant to supersede the permit application filed by our office on January 14th 2009. During a January 14th meeting held at IDWR, it was determined by Jeff Peppersack and Allen Merritt that processing of the permit and the water right transfer applications associated with and without ground water rights could continue even though objections to the ground water rights by the claimant are still pending in the SRBA. Because of this determination, changes have been made to the attached permit application to include the correct flow rate and number of points of diversion associated with the ground water rights.

Please copy our office on all correspondence dealing with this water right permit application. Don't hesitate to give our office a call should you have additional questions or comments. Thanks for your time and have a great day.

Regards,

Zach Latham, M.S., Hydrologist

Enclosures: (1) Amended Application for Permit.

Cc: George Kirk

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

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

2016 NORTH
WASHINGTON
STREET • SUITE 4

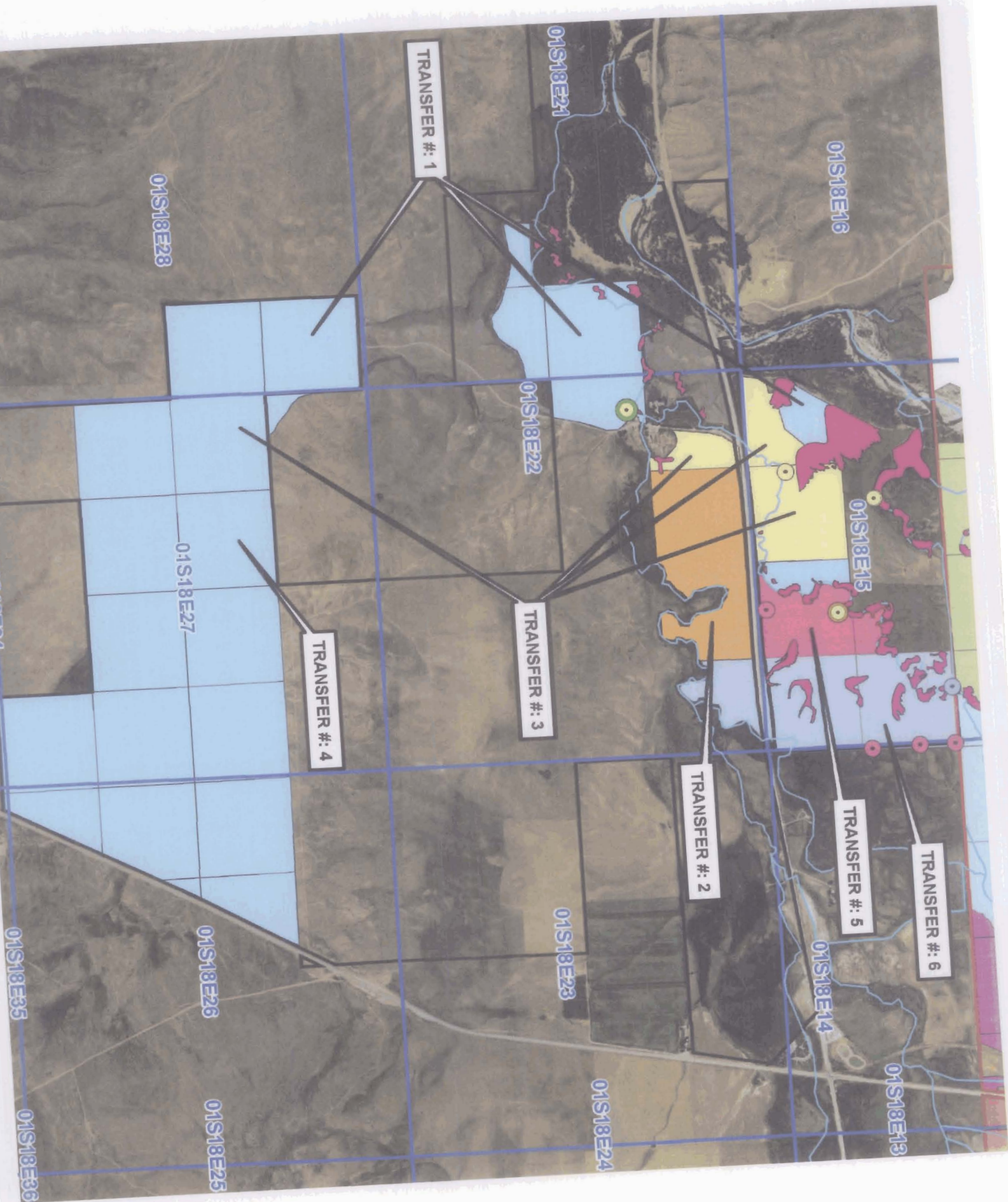
TWIN FALLS,
IDAHO 83301

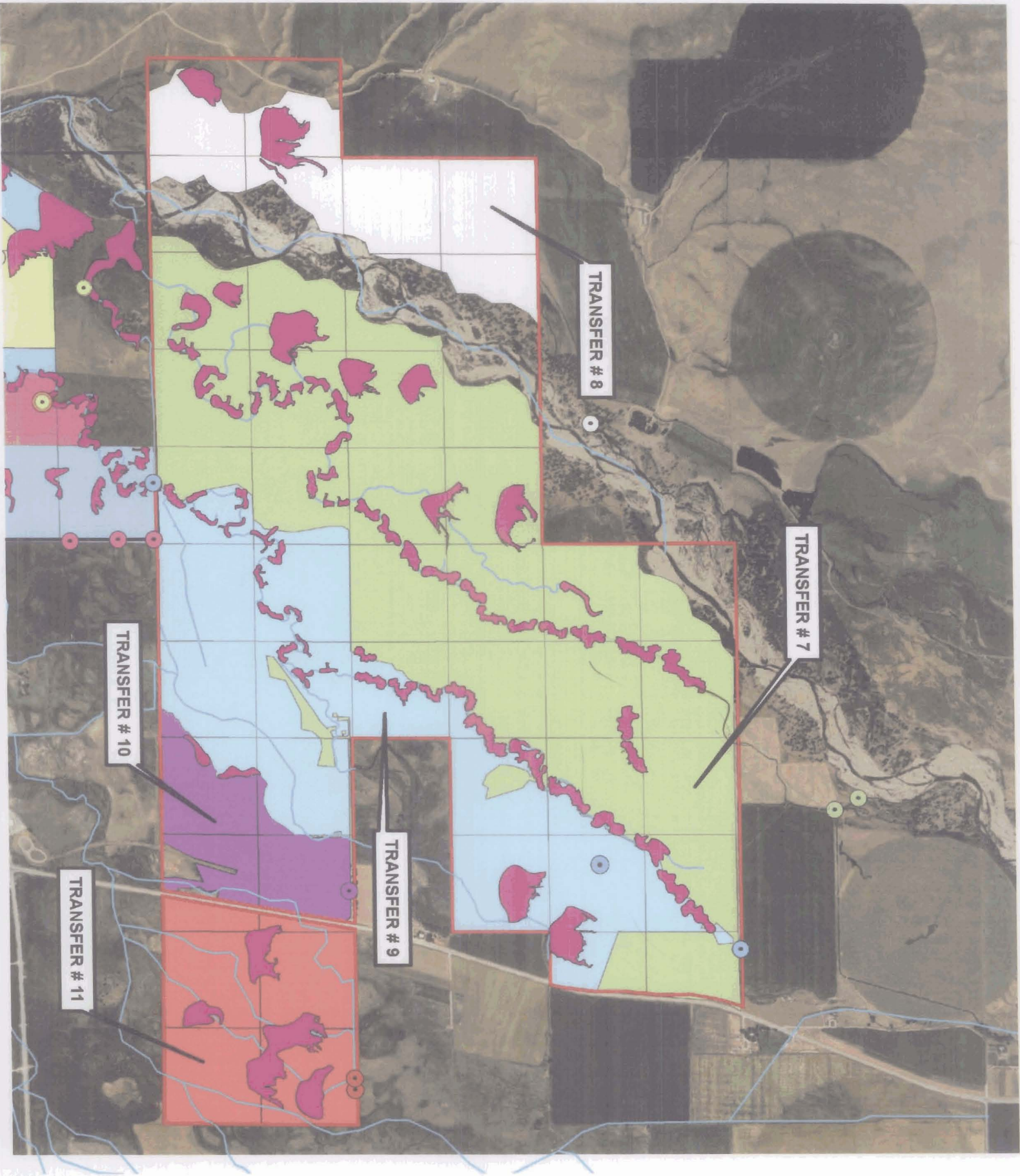
208•736•8543

FAX: 736•8506

Sun Valley Ranch LLC and Spring Creek Ranch LLC
Summary of Water Right Transfer and Permit Applications
 Brockway Engineering PLLC

Water Right Transfer #:	Property Owner:	Water Rights Involved:	Source:	SRBA Objection Status:	Proposed Processing Schedule per 1-14-10 Meeting with IDWR:	IDWR Transfer or Permit #:	IDWR Processing Agent:
1	Spring Creek Idaho Ranch LLC	37-180, 37-181, 37-231A, 37-233	Surface Water	SF-5's Signed, No Objections Outstanding	AS SOON AS POSSIBLE	75840	Jeff Cooper
2	Spring Creek Idaho Ranch LLC	37-1187	Surface Water	SF-5's Signed, No Objections Outstanding	AS SOON AS POSSIBLE	75855	Jeanie Robertson
3	Spring Creek Idaho Ranch LLC	37-1207	Surface Water	SF-5's Signed, No Objections Outstanding	AS SOON AS POSSIBLE	75838	Jeff Cooper
4	Spring Creek Idaho Ranch LLC	37-310A, 37-19831	Surface Water	SF-5's Signed, No Objections Outstanding	AS SOON AS POSSIBLE	75839	Jeff Cooper
5	Spring Creek Idaho Ranch LLC	37-2597, 37-2764	Ground Water	SF-5's Signed, No Objections Outstanding	AS SOON AS POSSIBLE	75856	Jeanie Robertson
6	Spring Creek Idaho Ranch LLC	37-139	Surface Water	SF-5's Signed, No Objections Outstanding	AS SOON AS POSSIBLE	75854	Jeanie Robertson
7	Sun Valley Ranch LLC	37-60, 37-61, 37-62, 37-63A, 37-64A, 37-66A, 37-67B, 37-68A, 37-230, 37-231B, 37-232, 37-577AZ	Surface Water	SF-5's Signed, No Objections Outstanding	AS SOON AS POSSIBLE	75849	Jeanie Robertson
8	Sun Valley Ranch LLC	37-69B, 37-70, 37-71B	Surface Water	SF-5's Signed, No Objections Outstanding	AS SOON AS POSSIBLE	75850	Jeanie Robertson
9	Sun Valley Ranch LLC	37-22050	Ground Water	Claimant's Objection Pending	AS SOON AS POSSIBLE	75852	Jeanie Robertson
10	Sun Valley Ranch LLC	37-2492	Ground Water	Claimant's Objection Pending	AS SOON AS POSSIBLE	75853	Jeanie Robertson
11	Sun Valley Ranch LLC	37-2538	Ground Water	Claimant's Objection Pending	AS SOON AS POSSIBLE	75851	Jeanie Robertson
Permit	Spring Creek Idaho Ranch LLC and Sun Valley Ranch LLC	See Table Provided 1-14-2010	Surface Water, Ground Water	N/A	AS SOON AS POSSIBLE	37-22459	Jeanie Robertson





RECEIVED

JAN 13 2010

DEPT. OF WATER RESOURCES
SOUTHERN REGION

(Space Above This Line For Recorder's Use)

**AGREEMENT RE: USE OF WATER, CONSENT TO TRANSFER
and EASEMENT**

This Agreement re: Use of Water, Consent to Transfer and Easement ("Agreement") is dated for reference purposes the _____ day of January 2010, and is made and entered by and between **Sun Valley Ranch LLC**, an Idaho limited liability company, ("SVR") and **Spring Creek Idaho Ranch, LLC**, an Idaho limited liability company ("SCIR").

1. Recitals. This Agreement is made in contemplation of the following facts and purposes:

A. SVR is the owner of certain real property, including appurtenant water rights ("SVR Water Rights") in Blaine County, Idaho.

B. SCIR is the owner of certain real property, including appurtenant water rights (SCIR Water Rights") in Blaine County, Idaho, located immediately south of SVR.

C. SVR has received approval from appropriate agencies, including a Conditional Use Permit and Stream Alteration Permit issued by Blaine County in October, 2009 for a Wetlands Restoration Project ("Restoration Project"). The Restoration Project encompasses property owned by both SVR and SCIR.

D. In connection with the Restoration Project SVR has made Application for a Permit ("Permit") relating to transfers to storage of SCR Water Rights on property owned by both SVR and SCIR. The Permit is indentified as Idaho Department of Water Resources ("IDWR") Permit #37-22459.

E. SCIR desires to cooperate and participate in the Restoration Project and to consent to necessary Permit applications and grant necessary rights and easements to SVR for the purposes of the Restoration Project.

Now, Therefore, in consideration of \$1.00, and other valuable consideration, the receipt of which is hereby acknowledged by SCIR, the parties agree as hereinafter set forth.

2. Consent to Permit Applications. SCIR hereby consents to the filing, processing and approval by IDWR of the Permit.

3. Grant of Easement. SCIR hereby grants and conveys to SVR and its successors and assigns, effective upon the approval of the Permit, a non-exclusive easement ("Easement")

over and across the SCIR property on the area approximately defined on the map attached as Exhibit "A" attached hereto and incorporated herein by this reference (the "Easement Area"), for the purposes of and to the extent necessary to facilitate the Restoration Project.

4. Term. This Agreement shall be effective as of the date the Permit is approved and shall continue so long as the Restoration Project remains viable.

5. Successors and Assigns. All provisions of this Agreement, including the benefits and burdens, run with the land covered hereby and are binding on and inure to the benefit of the heirs, assigns, successors, tenants and personal representatives of SVR and SCIR.

6. Recordation of Instrument. The parties agree that this Agreement may be duly recorded.

7. Miscellaneous Provisions.

A. The headings in this Agreement are inserted for convenience and identification only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

B. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

C. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

D. Should any action be brought to interpret or enforce any provision hereof, or for damages for breach hereof, the prevailing party shall be entitled to such reasonable attorney's fees as may be determined by any court of competent jurisdiction wherein such action is brought.

E. This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matter.

F. This Agreement shall be construed in accordance with the laws of the State of Idaho.

G. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

H. No presumption shall exist in favor of or against any party to this Agreement as the result of the drafting and preparation of the document.

I. Time and timely performance is of the essence of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date beneath their respective signatures.

Date: 1/10/10

Sun Valley Ranch, LLC, an
Idaho limited liability company

By: 

Name: *George R. Kirk*
Its: *member SVR Management*
Its: *Managing Member*

Date: 1/10/10

Spring Creek Idaho Ranch, LLC, an
Idaho limited liability company

By: 

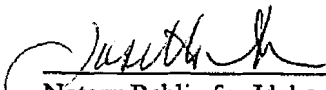
Name: *George R. Kirk*
Its: *Member, SC Ranch*
Its: *Managing Member*

STATE OF IDAHO)
) ss.
County of Blaine)

On this 18 day of January, 2010, before me, Joseette Stellers, a Notary Public in and for said State, personally appeared George R Kirk, known or identified to me to be the managing member of Sun Valley Ranch, LLC, and the officer who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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

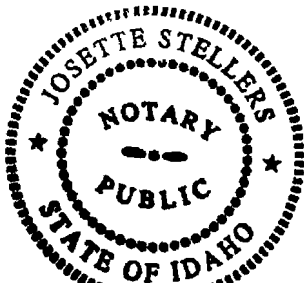


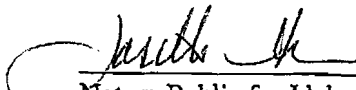

Notary Public for Idaho
Residing at Hailey, Idaho
My commission expires 09-27-11

STATE OF IDAHO)
) ss.
County of Blaine)

On this 18 day of January, 2010, before me, Joseette Stellers, a Notary Public in and for said State, personally appeared George R Kirk known or identified to me to be the managing member of Spring Creek Idaho, LLC, and the officer who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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




Notary Public for Idaho
Residing at Hailey, Idaho
My commission expires 09-27-11



1 inch equals 1,000 feet

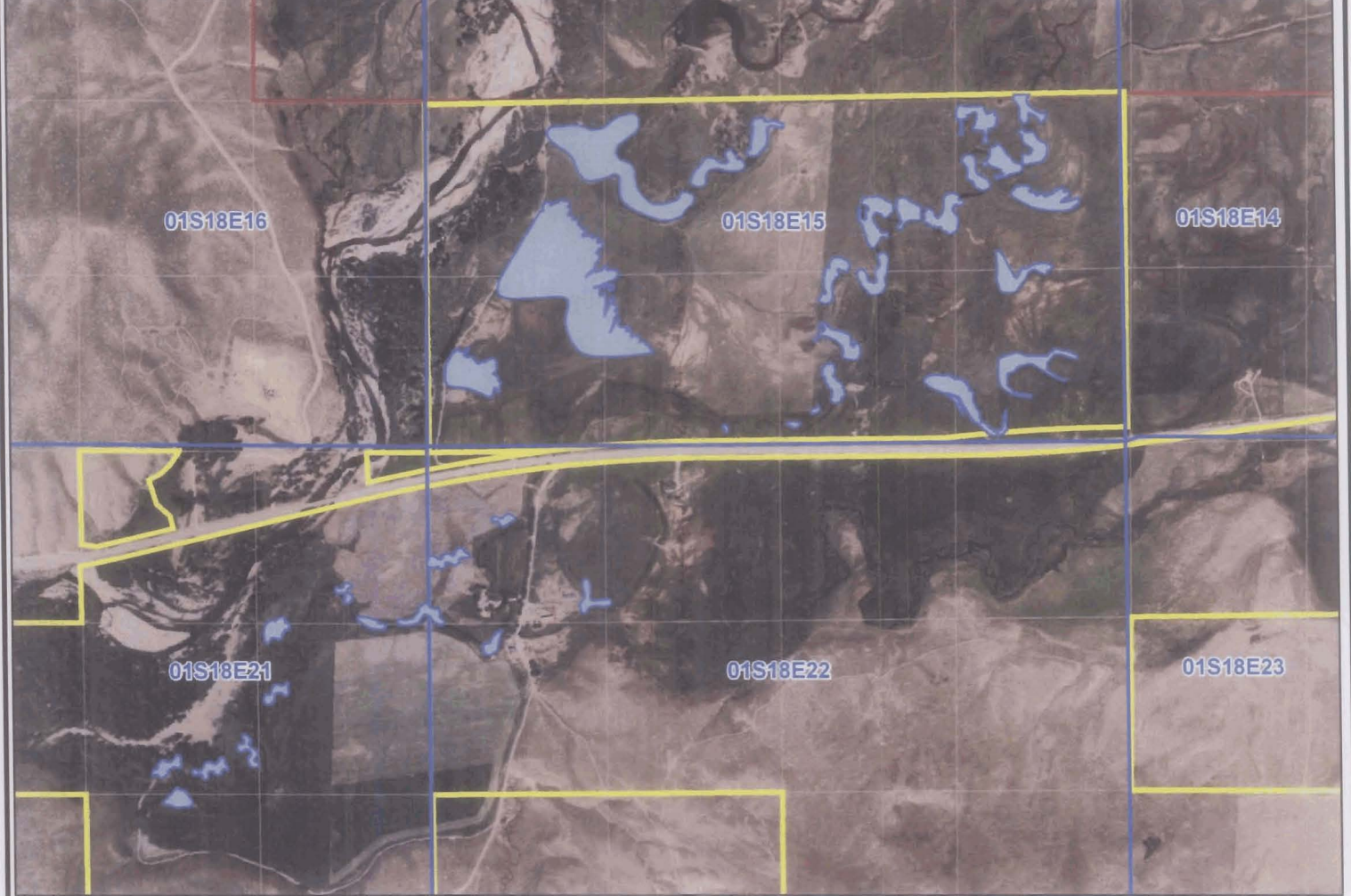
BROCKWAY ENGINEERING PLLC
ZL-7114/10

Exhibit A:
**Agreement RE: Use of Water Consent to Transfer
and Easement**

Sun Valley Ranch LLC and Spring Creek Idaho Ranch LLC

Legend

-  Easement Area
 -  Spring Creek Idaho Ranch LLC Property
 -  Sun Valley Ranch LLC Property
 -  sections
- 01S18E



1 inch equals 1,000 feet

BROCKWAY ENGINEERING PLLC
ZL- 1/14/10

Exhibit A:
Agreement RE: Use of Water Consent to Transfer
and Easement
Sun Valley Ranch LLC and Spring Creek Idaho Ranch LLC

Legend

-  Easment Area
-  Spring Creek Idaho Ranch LLC Property
-  Sun Valley Ranch LLC Property
-  sections
-  t01s18e

Sun Valley Ranch LLC and Spring Creek Ranch LLC

Summary of Water Right Transfer and Permit Applications

Brockway Engineering PLLC

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2	Spring Creek Idaho Ranch LLC	37-1187	Surface Water	SF-5's Signed	AS SOON AS POSSIBLE	
3	Spring Creek Idaho Ranch LLC	37-1207	Surface Water	SF-5's Signed	AS SOON AS POSSIBLE	
4	Spring Creek Idaho Ranch LLC	37-310A, 37-19831	Surface Water	SF-5's Signed	AS SOON AS POSSIBLE	
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7	Sun Valley Ranch LLC	37-60, 37-61, 37-62, 37-63A, 37-64A, 37-66A, 37-67B, 37-68A, 37-230, 37-231B, 37-232, 37-577AZ	Surface Water	SF-5's Signed	AS SOON AS POSSIBLE	JR
8	Sun Valley Ranch LLC	37-69B, 37-70, 37-71B	Surface Water	SF-5's Signed	AS SOON AS POSSIBLE	JR
9	Sun Valley Ranch LLC	37-22050	Ground Water	Objection Pending	AT A LATER DATE	JR
10	Sun Valley Ranch LLC	37-2492	Ground Water	Objection Pending	AT A LATER DATE	JR
11	Sun Valley Ranch LLC	37-2538	Ground Water	Objection Pending	AT A LATER DATE	JR
Permit	Spring Creek Idaho Ranch LLC and Sun Valley Ranch LLC	See Table Provided 1-14-2010	Surface Water	N/A	AS SOON AS POSSIBLE	JR

<u>SUN VALLEY RANCH LLC AND SP.</u>				<u>CREEK IDAHO RANCH LLC</u>	
SURFACE WATER AC PER QQ FOR PERMIT 12-31-09					
BROCKWAY ENGINEERING, PLLC.					
ALR - DEC. 31, 2009					
(ZL- 1/4/10)				TOTAL	
				SURFACE AREA	SURFACE AREA
T	R	SEC	QQ	AREA AC.	AREA AC.
01S	18E	10	NESE	6.53	
			SWSE	7.45	
			SESE	4.78	
					18.76
01S	18E	11	NENE	5.47	
			NWNE	0.13	
			SWNE	5.48	
			SENE	3.37	
			NENW	3.77	
			NWNW		
			SWNW	3.64	
			SENW	3.02	
			NESW	3.05	
			NWSW	4.17	
			SWSW	2.25	
			SESW	4.05	
			NESE	7.01	
			NWSE	4.09	
					49.50
01S	18E	12	NWNW	0.02	
			SWNW	3.75	
					3.76
01S	18E	13	NENW	13.09	
			NWNW	4.15	
			SWNW	5.30	
			SENW	1.86	
					24.41
01S	18E	14	NENE	0.37	
			NWNE	0.05	
			SWNE	2.29	
			SENE	0.04	
			NENW	2.06	
			NWNW	2.67	
			SWNW	0.01	
			SENW	0.05	
					7.54
01S	18E	15	NENE	3.06	
			NWNE	7.42	
			SWNE	4.01	
			SENE	3.49	
			NENW	6.73	
			NWNW	1.91	
			SWNW		
			SENW	5.99	
			NESW	5.69	
			NWSW	8.98	
			SWSW	8.01	
			SESW	1.93	
			NESE	5.55	
			NWSE	3.44	
			SWSE	3.24	
			SESE	3.24	
					72.70
01S	18E	16	NENE	7.34	
			SENE	4.06	
					11.41
01S	18E	21	NENE	0.86	
			SWNE	1.35	
			SENE	0.94	
			NWSE	0.40	
					3.54
01S	18E	22	NENW	0.05	
			NWNW	1.38	
			SWNW	0.33	
				193.36	193.36