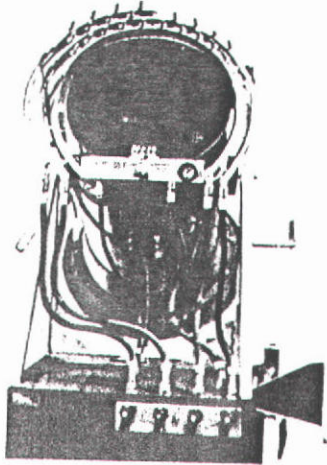


Breakthrough from SMI!

SILENTSTORM SNOWMAKER



SMI's SilentStorm introduces many technical advances that result in significantly increased snow production, reduced noise levels, greater throw, flexibility and reduced operating costs. **Silent** because it's QUIET. **Storm** because its snow production equals or exceeds any snowmaker on the market today.

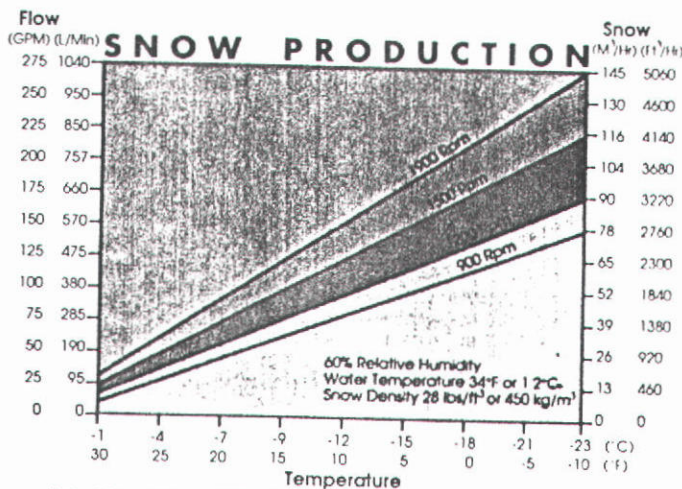
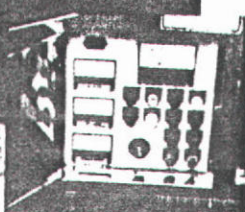
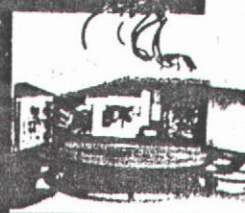
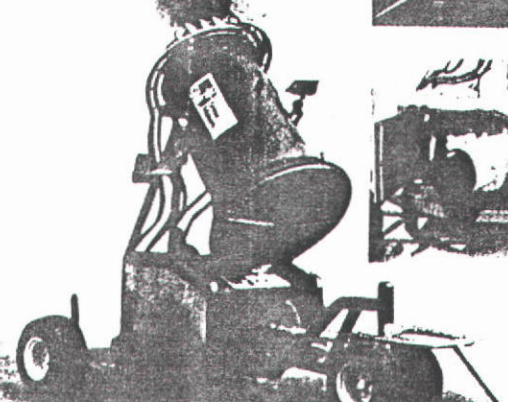
The revolutionary design concepts include a new high efficiency propeller and a variable frequency drive on the fan. The propeller with its skewed leading edge is specially designed to produce more air to increase efficiency over 45%.

The Variable Frequency Drive allows ultimate flexibility. The VFD lets you "dial in" the fan speed from 900 RPM to 1900 RPM. Low speed (900 RPM) is very quiet and can be used on narrow trails or windy nights to limit throw. High speed can be used in open areas for maximum snow production. You can "dial in" the proper throw and noise level for the different locations on your mountains. Trail width, chairlift lines, and condominium locations are conditions that can be easily accommodated. The machine can now be used in various locations and conditions.

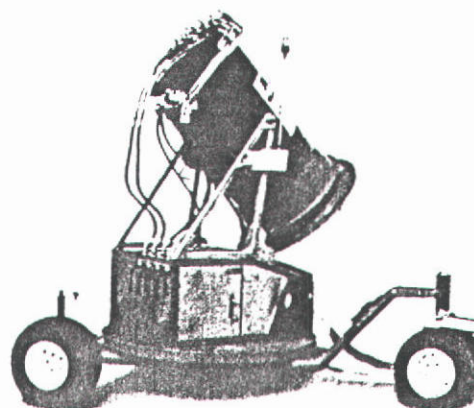
The SilentStorm has a special air intake, a long barrel, multiple nucleators and over 35,000 CFM (1000CMM). The manifold design advances the patented Boyne and Highland snowmaking concepts to increase snow production significantly in all temperature/humidity conditions. The SilentStorm uses one to twelve nucleators and offers a simplified step valving system for easy use. A customized heating system is included. Flood and trouble lights are standard.

The machine is well packaged on a 360° turntable that is easy to use. A triangular-shaped four wheel carriage allows easy mobility and quick set up and shutdown.

The SilentStorm is high production, energy efficient, portable, flexible and quiet. It is one of the world's quietest snowmakers. The combination of low capital cost, low operating cost, variable throw, and low noise makes the SilentStorm the most flexible snowmaker and the best investment in snowmaking you will ever make.



Note: Maximum flow at 500 psi or 35 Bar. Flow is dependent on water pressure.



SMI Snow Makers

Snow Machines, Inc.
1512 N. Rockwell Drive
Midland, MI 48640
(517) 631-6091
Toll Free North America:
1-800-248-6690
FAX: 517-631-3162

SEP 21 1992

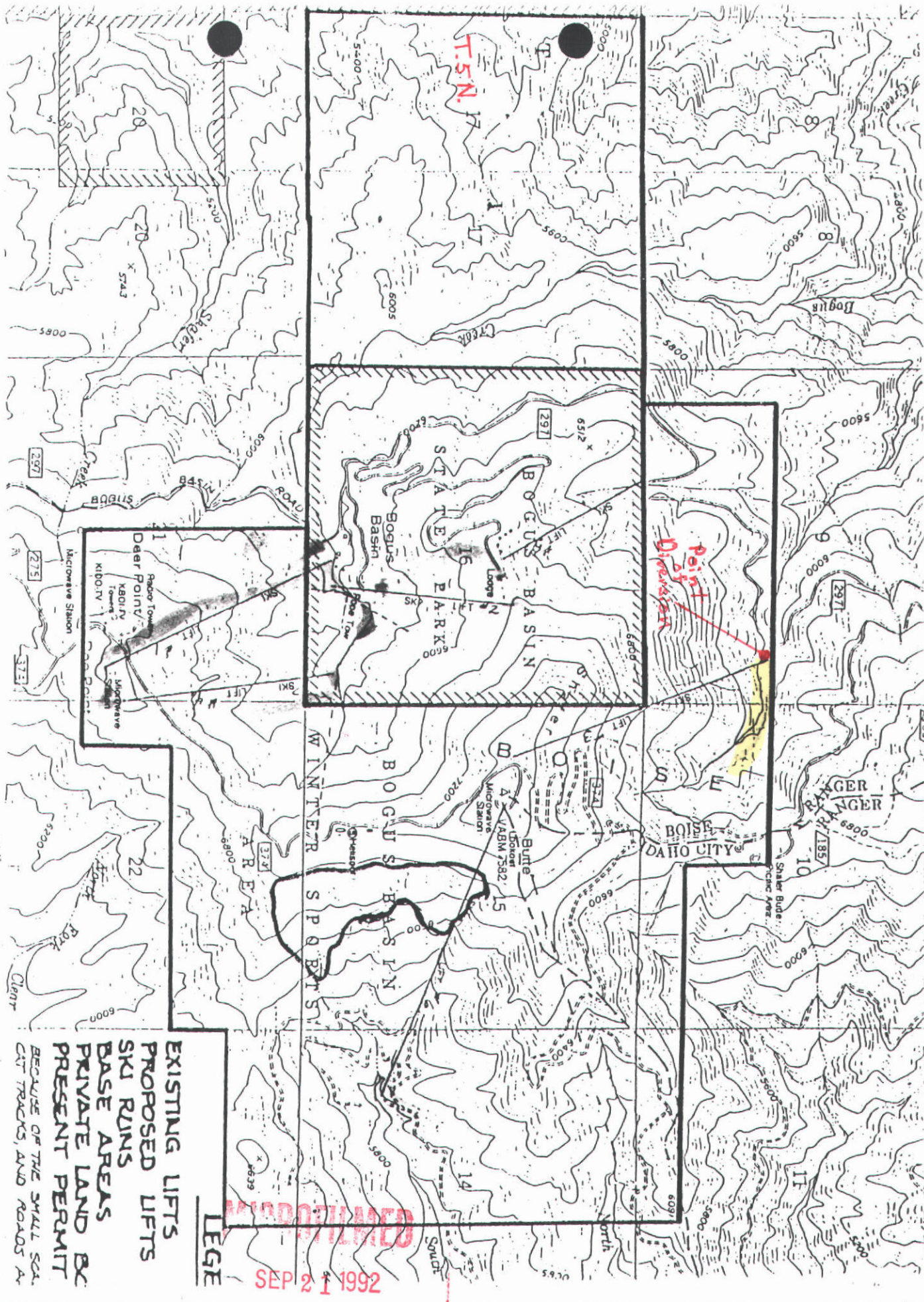
३५

Place of use

EXISTING LIFTS
PROPOSED LIFTS
SKI RUNS
BASE AREAS
PRIVATE LAND
PRESENT PERMIT

LEGE

SEP 21 1992



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SEP 27 1995

Department of ...

6 inch over flow pipe
back to Creek

6 inch gravity flow from Pine Creek / No Name Creek

4 inch with gate valve and quick lock
to pump for snowmaking

10000 gal water tank

12 ft

12 ft

UNCONFIRMED
SEP 27 9 1995

Nozzle Selection and Installation (cont)

Each individual nozzle is labeled and color coded for your convenience.

Nozzle	Color	Orifice Diameter (inches)
Number 5	White	.0625
Number 6	Red	.0938
Number 8	Black	.1250
Number 10	Blue	.1563
Number 14	Green	.2188
Number 16	Yellow	.2500

$$Q_2 = Q_1 \sqrt{\frac{P_2}{P_1}}$$

where: Q_1 = G.P.M. chart pressure
 Q_2 = G.P.M. new pressure
 P_1 = chart pressure
 P_2 = new pressure

Nozzle flows at various pressures are as follows:

There are 18 nozzles, 10 can be closed

Nozzle #/Flow in Gallons Per Minute

Operating Pressure (PSI)	5	6	8	10	14	16
150	2.1	2.6	5.3	7.9	15	20
200	2.4	3.2	6.1	9.3	17	24
300	2.9	3.7	7.4	11.4	21	29
400	3.3	4.2	8.46	13.0	24	33
500	3.7	4.9	9.5	14.6	27	38

250 psi:

Nozzle #	Amount	Flow
# 5	5	2.9
# 6	11	3.7
# 8	2	7.4

$(\sqrt{250/300}) = K$
 $(\sqrt{.8266} \cdot 9129) = K$
 (K)
 = 250 P.S.I.
 = 63.9 G.P.M.

150 psi:

Nozzle #	Amount	Flow
# 16	2	20
# 14	2	15
# 10	2	7.9

= 150 P.S.I.
 = 85.8 G.P.M.

United States
Department of
Agriculture

Forest
Service

Boise
Ranger
District

3493 Warm Springs Ave.
Boise, ID 83712
(208) 364-4242

2720

September 10, 1992

Dave Tuthill *DM*
State of Idaho
Department of Water Resources
Western Region, 2735 Airport Way
Boise, ID, 83705

Dear Dave,

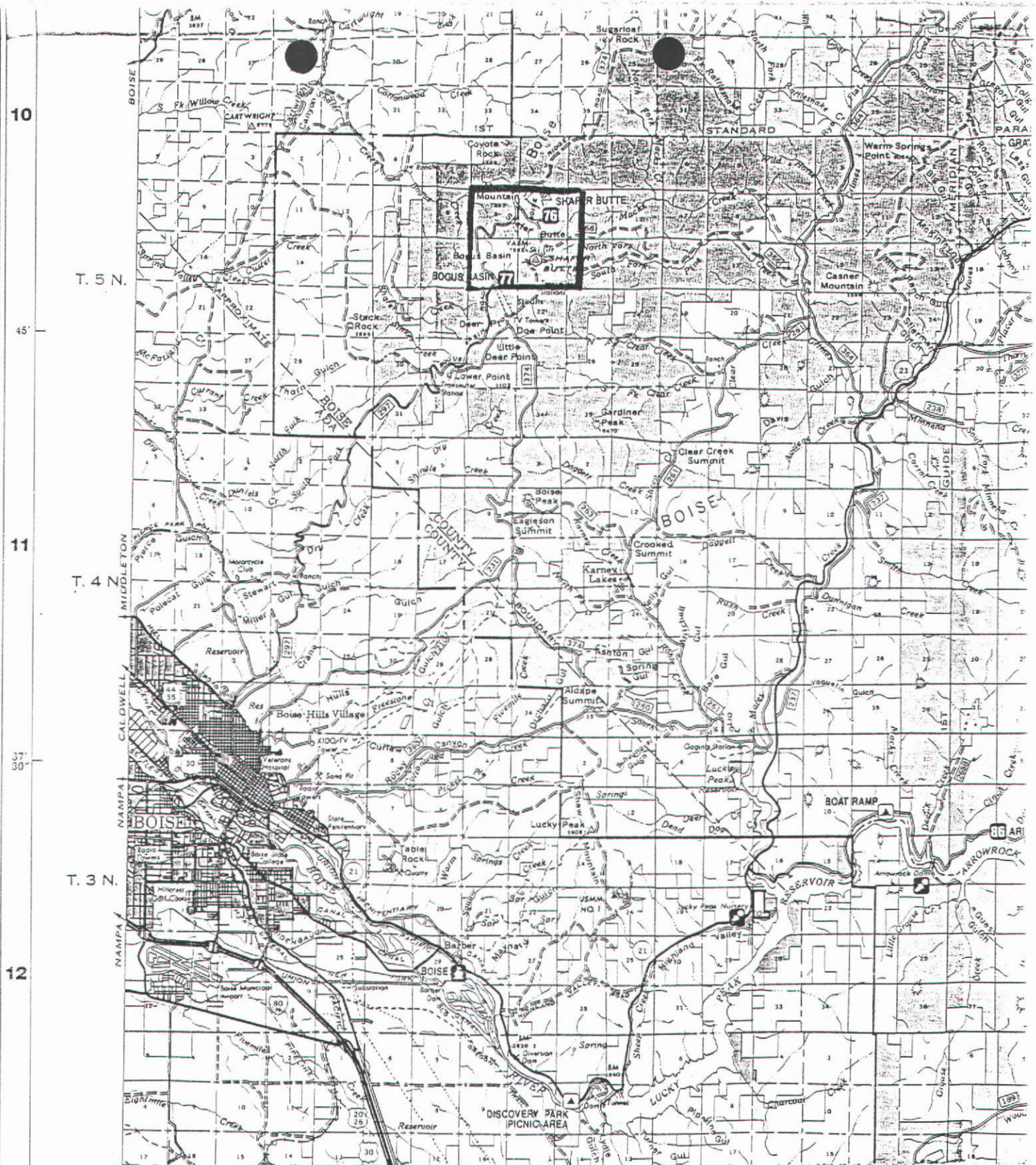
Scott Campbell, attorney representing the Bogus Basin Recreational Association, contacted me this afternoon concerning the Forest Service looping letter discussing the Bogus Basin snowmaking proposal. Scott advises me that you have some concerns with the portion of the letter that states, "The snowmaker consumes up to 150 gallons of water per minute at 150 lbs. of pressure. Bogus Basin expects to use no more than 50 gallons of water per minute at 150 lbs. of pressure". Scott conveyed to us that you questioned the need for 150 GPM if Bogus was only going to be using 50 GPM. I understand your questioning of this information and hope I can clarify Bogus Basin's proposed water use.

The type of snowmaking machine Bogus Basin is proposing to use will consume different amounts of water in the snowmaking process based on relative humidity, water temperature, wind velocity, and the ambient temperature. Bogus Basin feels that their average water consumption based on the above parameters will be about 50 GPM. When the conditions are optimum for snowmaking at the ski area, (60% relative humidity, wind velocity 5-10 MPH and ambient temperature -5 F, they will consume approximately 150 GPM. When these weather conditions exist Bogus Basin will use 150 GPM if snow is needed at the area.

Our environmental review of this proposal included the use of 150 GPM when we evaluated potential impacts to the streams involved in the proposal. Our biologists have not identified any serious impacts associated with this amount of water being utilized for snowmaking.

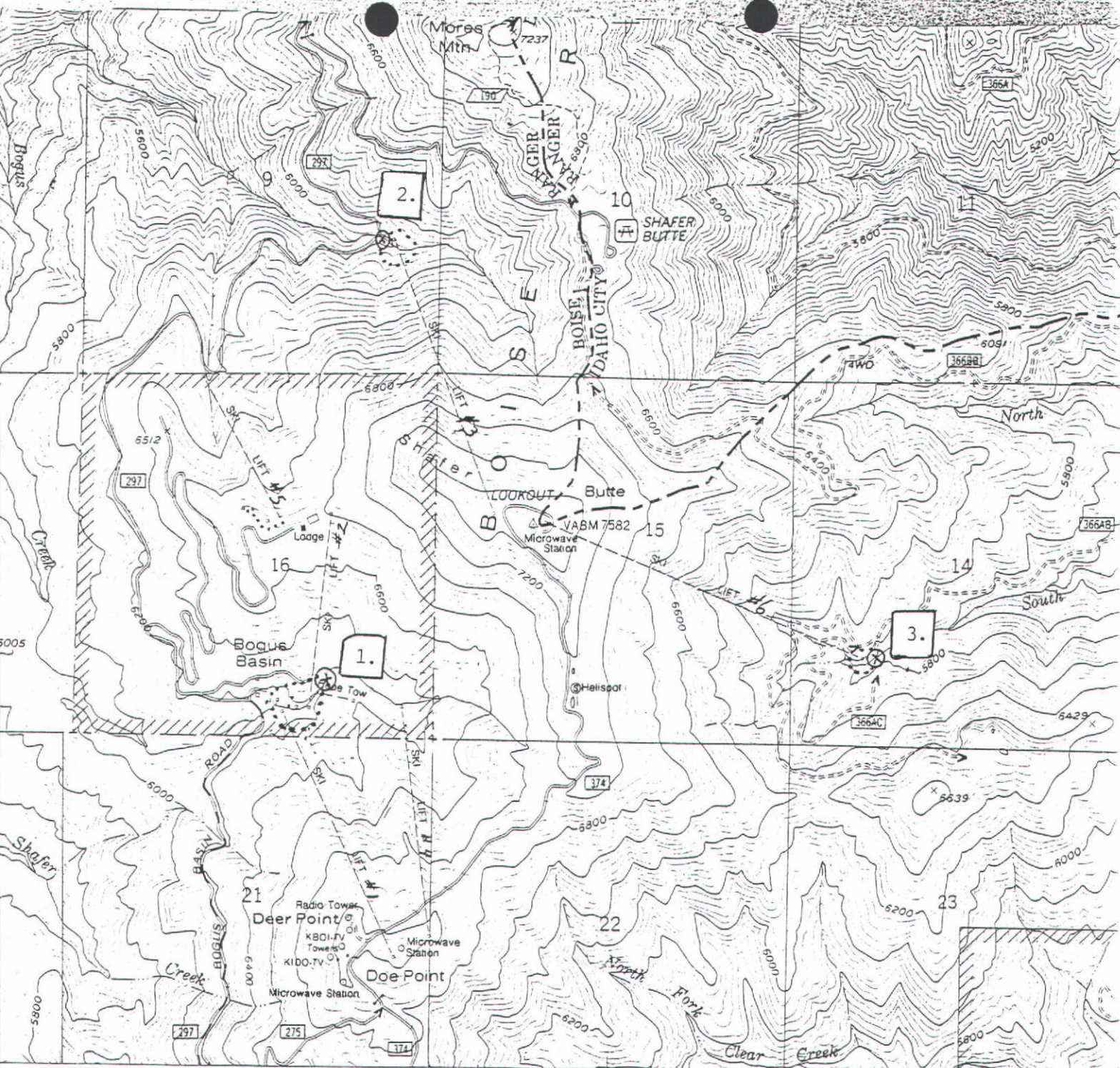
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GENERAL MAP OF THE BOGUS BASIN RECREATION ASSOCIATION SNOWMAKING PROPOSAL
 BOISE RANGER DISTRICT-BOISE NATIONAL FOREST
 Township 5 North, Range 3 East, Sections 16,9,14
 Proposal Area ☐

MICROFILMED
 N ↑
SEP 21 1992



BOGUS BASIN RECREATION ASSOCIATION SNOWMAKING PROPOSAL
BOISE RANGER DISTRICT-BOISE NATIONAL FOREST

Township 5 North, Range 3 East, Sections 16,9,14
Bogus Basin Ski Area

- 1. Bogus Creek Diversion ⊗
- 2. No Name Creek Diversion ⊗
- 3. Pine Creek Diversion ⊗
- Snowmaking Areas ⊙

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SEP 21 1992



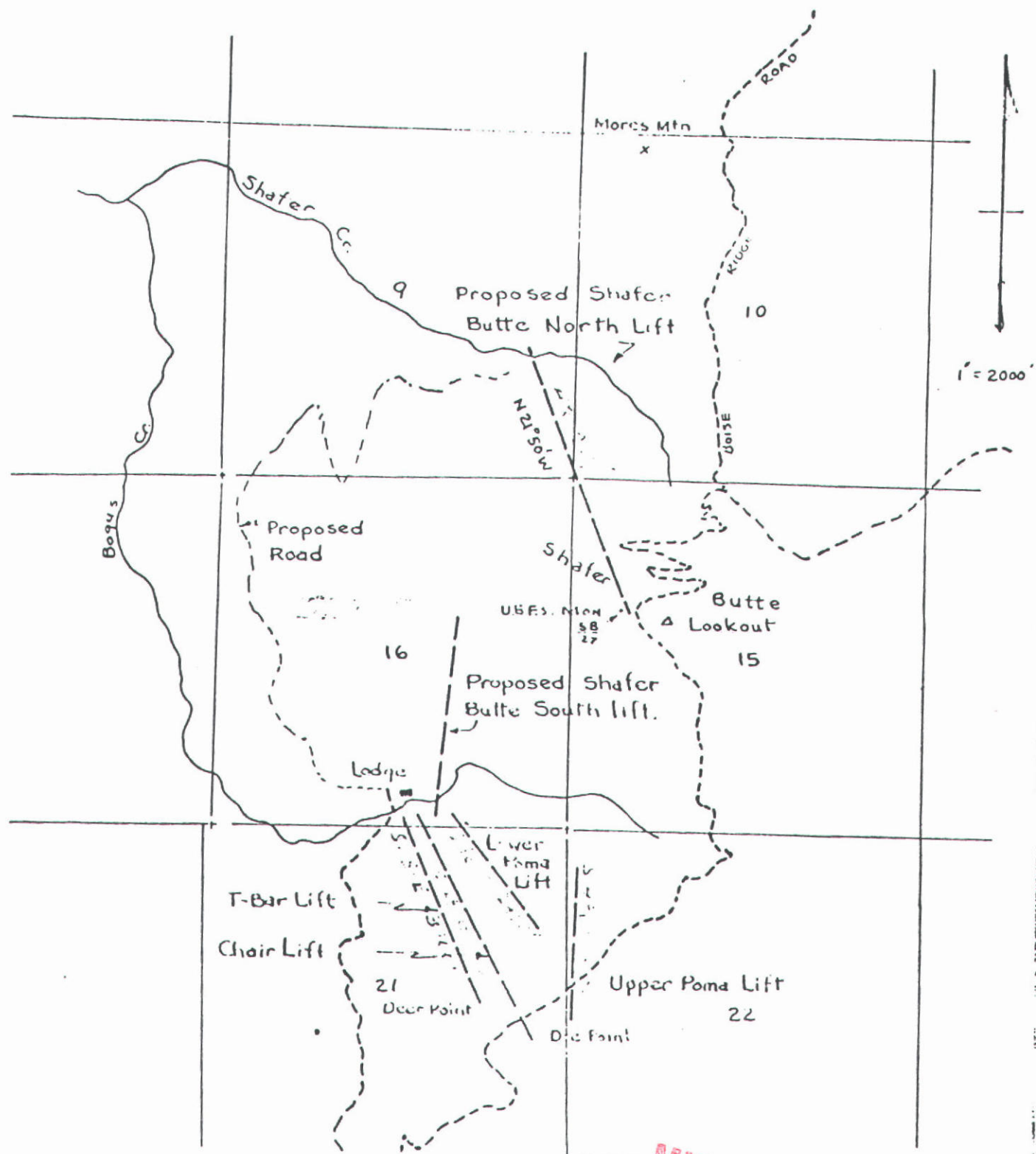
19

XERO COPY

XERO COPY

1-22-55

1-22-55



T. S. N. R. B. E. B. M.

BOGUS BASIN SKI AREA

RECEIVED
SEP 11 1952

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources considers this form a statement that the permit holder(s) has/have completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee, when necessary, or be accompanied by a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

1. Permit No. 65-13381 Telephone No. 208/364-41002. Name(s) of Permit Holder(s): USDA Forest Service3. Mailing Address: 1750 Front Street, Boise, ID 837024. Source of Water: Un-named Stream If **GROUNDWATER** (well), Date Drilled: mo. ____ / yr. ____

a. Well Driller: _____ Drilling Permit Number: ____ - ____ - ____

b. **OPTIONAL:**

Pump Horsepower: _____ Pressure (psi): _____ Dynamic pumping level (ft): _____

5. Use(s) (as authorized by the water right permit):

Domestic (No. of households): _____ Stockwater (No. and type of stock): _____

Irrigation (No. of acres): _____ Other: Commercial (Bogus Basin - snow making)6. Total rate of diversion and/or volume for which proof is submitted: 0.67 cfs OR _____ acre feet

7. Measuring Device Requirement: (refer to the approval conditions on your permit and respond accordingly)

(This question is not optional. Please check either yes or no. Proofs returned not checked accordingly, will be considered incomplete)

Measuring Device: Is a measuring device required?Yes ☒ or No ☐

Has the measuring device been installed?

Yes ☒ or No ☐**Flow Measurement Port:** Is a flow measurement port required?Yes ☐ or No ☒

Has the measurement port been installed?

Yes ☐ or No ☐8. Fee Enclosed: \$ 100.00 (See Fee Schedule on back of the instructions for filing proof of beneficial use)

9. Person to contact to accompany the Department representative during field examination of the water system.

Name: Laurie Fink ^(Forest Service sponsored) _(uses coordinator for Bogus Basin Ski Area) Telephone Number: 208-364-4241Address: 5493 Warm Springs Avenue, Boise, ID 83712

10. The information given on this form is my true statement of the extent to which the above numbered permit has been developed and I relinquish any undeveloped portion of the permit to the State of Idaho.

Signature of permit holder: [Signature]USDA Forest Service[Signature](include your title, if on behalf of company or organization)
for Regional ForesterDate: 10-31-96

DEC 02 1996

RECEIVED

OCT 31 1995

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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SEP 27 1995

Department of Water Resources

REQUEST FOR EXTENSION OF TIME
TO PROVIDE ADDITIONAL TIME IN WHICH TO SUBMIT PROOF OF
BENEFICIAL USE FOR A WATER RIGHT PERMIT

The Idaho Department of Water Resources will consider this form as a request that the permit holder(s) be granted an additional period of time under the provisions of Section 42-204, Idaho Code in which to complete development of a water right.

Permit No. 65-13381

Name(s) of Permit Holder: U.S. DEPT. OF AGRICULTURE / FOREST SERVICE

Mailing Address: BOISE RANGE DISTRICT, 5493 WARM SPRINGS AVE, BOISE, ID 83721

Date Proof is Due: 2 Oct 95 Telephone No. _____

Describe what work has been completed toward the development of this water right:

(This must be filled out! If no work has been completed, show "none".)

Installation of 10,000 gallon Holding Tank, 6" Fill Line, 6" Overflow and 6" Flange & Valve to a 4" Quick Coupler for Snow machine Attachment and Associated Plumbing Costing \$ 9,000.00

The permit holder(s) has been unable to complete the remainder of the work for the following reasons:

Work is in progress But cannot show Beneficial Use of water until November 1995 Due to weather and temperature

Permit holder(s) request an extension to October 1, 1996

FEE: \$50.00

Paul Bryant
(Signature)*

*If other than permit holder, Power of Attorney must be supplied.

ACTION OF THE DEPARTMENT OF WATER RESOURCES

IT IS HEREBY ORDERED that the above request for extension of time be APPROVED and the time within which to submit proof of beneficial use is extended to **November 1, 1996.**

Signed this 3rd day of November, 19 95

J. Glen Saylor
Chief, Water Allocation Bureau

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 65-13381

Proposed Priority: May 7, 1992 Maximum Diversion Rate: 0.34 CFS

This is to certify, that **US DEPT OF AGRICULTURE**
FOREST SERVICE
BOISE RANGER DISTRICT
5493 WARM SPRINGS AVE
BOISE ID 83712

has applied for a permit to appropriate water from:

UNNAMED STREAM tributary of **BOGUS CREEK**

and a permit is **APPROVED** for development of water as follows:

<u>BENEFICIAL USE</u>	<u>PERIOD OF USE</u>	<u>RATE OF DIVERSION</u>
COMMERCIAL	11/01 to 03/31	0.34 CFS

LOCATION OF POINT(S) OF DIVERSION: NESE , Sec. 9, Township 05N, Range 03E
BOISE County

PLACE OF USE: COMMERCIAL
TWN RGE SEC

05N 03E	9	NESE
	10	NWSW

CONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before **October 2, 1995**.
2. Subject to all prior water rights.
3. Project construction shall commence within one year from the date of permit issuance and shall proceed diligently to completion unless it can be shown to the satisfaction of the Director of the Department of Water Resources that delays were due to circumstances over which permit holder had no control.
4. Prior to the diversion of water under this right a flow measurement port or other device as specified by the Department shall be installed to provide for the installation of measuring equipment and the determination of the rate of diversion by the Department.
5. Use of water under this right shall be non-consumptive.
6. This water right does not establish any water right under the Federal Reserved Water Right Doctrine.
7. The total combined rate of diversion under this right and all other rights for this purpose shall not exceed 0.34 cubic feet per second.
8. This right authorizes diversion during the winter skiing season only.

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SEP 21 1990

State of Idaho
Department of Water Resources

Permit To Appropriate Water

NO. 65-13381

CONDITIONS/REMARKS:

9. Commercial use is for snowmaking at Bogus Basin Ski Resort.

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.
Witness the signature of the Director, affixed at Boise, this

14th day of September, 1992.

for J. Glen Saxton
R. Keith Higginson, Director

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SEP 21 1992

Ident. No. 65-13381

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name: FOREST SERVICE US DEPT OF AGRICULTURE 208-000-0000
Address: 324 25TH ST
OGDEN UT 84401
2. Source: UNNAMED STREAM Trib. to: BOGUS CREEK
3. Location of Point of Diversion: NESE Sec. 9, Township 05N, Range 03E
BOISE County
4. Water will be used for the following purposes:

Purpose	From	To	CFS	(or)	AF
COMMERCIAL	11/01	03/31	0.340		
5. Total quantity to be appropriated is:
0.340 CFS (and/or) AF
6. Proposed diverting works:
 - a. Description of ditches, flumes, pumps, headgates, etc.
DAM, SMALL PONDS, PUMP AND PIPELINE
 - b. Height of storage dam feet; active reservoir capacity
acre-feet; total reservoir capacity acre-feet; period of
year when water will be diverted to storage: to inclusive.
 - c. Proposed well diameter is inches; proposed depth of well is
feet.
 - d. Is groundwater with a temperature greater than 90F being sought? NO
7. Time required for the completion of the works and application of
the water to the proposed beneficial use is 3 years.
8. Description of proposed uses:
9. Place of Use: COMMERCIAL

TWN RGE SEC
05N 03E 9 NESE
10 NWSW
10. Describe any other water rights used for the same purposes.

SEP 21 1992

11. a. Who owns the property at the point of diversion?

A

b. Who owns the land to be irrigated or place of use?

A

c. If the property is owned by a person other than the applicant,
describe the arrangement enabling the applicant to make this filing.

12. Remarks:

13. Map of proposed point of diversion and place of use attached? []

BE IT KNOWN that the undersigned hereby makes application for permit to
appropriate the public waters of the State of Idaho as herein set forth.

Applicant

Received by _____ Date _____ Time _____ Preliminary check by _____

Fee \$ _____ Receipted by _____ # _____ Date _____

Publication prepared by _____ Date _____ Published in _____

Publication approved _____ Date _____

1992

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

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JUN - 9 1992

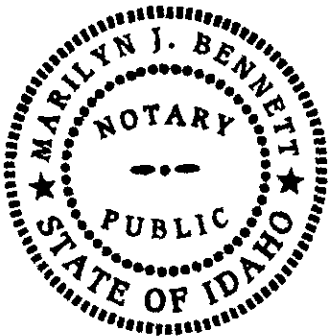
Department of Water Resources
Western Regional Office

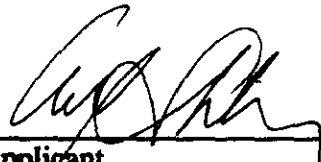
ASSIGNMENT OF APPLICATION FOR PERMIT

I, Michael Shirley, General Manager of Bogus Basin Recreational Association, Inc., hereby assign to the U.S.D.A. Forest Service, Boise Ranger District, 5493 Warm Springs Avenue, Boise, Idaho 83712,

All right, title, and interest of Bogus Basin Recreational Association, Inc., in and to Application for Permit No. 65-13381 to appropriate the public waters of the State of Idaho.

Made this 8th day of June, 1992.

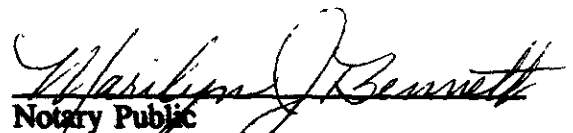



Applicant

State of Idaho)
 ss
County of Ada)

On this 8th day of June, 1992, personally appeared before me the signer of the above instrument and duly acknowledged to me that he executed the same.

(seal)


Notary Public

June 08, 1992

My Commission expires: 11/23/95

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SEP 21 1992

Ident. No. 65-13381

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name: FOREST SERVICE US DEPT OF AGRICULTURE
Address: 324 25TH ST
OGDEN UT 84401

AND/OR
Name: BOGUS BASIN RECREATIONAL ASSOCIATION INC 208-338-8200
Address: C/O SCOTT L CAMPBELL
DAVIS WRIGHT TREMAINE
702 W IDAHO STE 700
BOISE ID 83702
2. Source: UNNAMED STREAM Trib. to: BOGUS CREEK
3. Location of Point of Diversion: NESE Sec. 9, Township 05N, Range 03E
BOISE County
4. Water will be used for the following purposes:

Purpose	From	To	CFS	(or)	AF
COMMERCIAL	11/01	03/31	0.340		
5. Total quantity to be appropriated is:
0.340 CFS (and/or) AF
6. Proposed diverting works:
 - a. Description of ditches, flumes, pumps, headgates, etc.
DAM, SMALL PONDS, PUMP AND PIPELINE
 - b. Height of storage dam feet; active reservoir capacity
acre-feet; total reservoir capacity acre-feet; period of
year when water will be diverted to storage: to inclusive.
 - c. Proposed well diameter is inches; proposed depth of well is
feet.
 - d. Is groundwater with a temperature greater than 90F being sought? NO
7. Time required for the completion of the works and application of
the water to the proposed beneficial use is 5 years.
8. Description of proposed uses:

SEP 21 1992

9. Place of Use: COMMERCIAL

TWN RGE SEC
05N 03E 9 NESE
10 NWSW

10. Describe any other water rights used for the same purposes.

11. a. Who owns the property at the point of diversion?

A

b. Who owns the land to be irrigated or place of use?

A

c. If the property is owned by a person other than the applicant,
describe the arrangement enabling the applicant to make this filing.

12. Remarks:

13. Map of proposed point of diversion and place of use attached? []

BE IT KNOWN that the undersigned hereby makes application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Applicant

Received by _____ Date _____ Time _____ Preliminary check by _____

Fee \$ _____ Receipted by _____ # _____ Date _____

Publication prepared by _____ Date _____ Published in _____

Publication approved _____ Date _____

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

ASSIGNMENT OF APPLICATION FOR PERMIT

I, Michael Shirley, General Manager of Bogus Basin Recreational Association, Inc.,
hereby assign to Bogus Basin Recreational Association,
Inc., of 2405 Bogus Basin Road, Boise, Idaho 83702, and the U.S.D.A. Forest Service,
/ of, U.S. Forest Service, Boise Ranger District, 5493 Warm Springs Avenue, Boise,
Idaho 83712, (Full Address)

All my right, title, and interest in and to Application for Permit
No. 65-13381 to appropriate the public waters of the State of Idaho.

OR (for partial assignments)

The following described portion of my right, title, and interest in and to
Application for Application for Permit No. _____ to appropriate the public
waters of the State of Idaho.

Describe portion of the application assigned listing the number of acres in each 40 acre
subdivision, point of diversion location, and the amount of water in cubic feet per second.

Made this 3RD day of June, 1990¹⁹⁹².

Applicant

State of Idaho)

County of Ada) ss

On this 3rd day of June, 1990¹⁹⁹², personally appeared before me the signer of the
above instrument, duly acknowledged to me that he (she) (they) executed the same.

Notary Public

seal

My commission expires: 5/13/97

MICROFILMED

SEP 21 1992

GEARY

MAY 07 1992

Form 202
6/85

Department of Water Resources STATE OF IDAHO

Ident No 65-13381

ASSIGNED TO:
US DEPT OF AGRICULTURE
FOREST SERVICE
324 25TH ST
OGDEN UT 84401

DEPARTMENT OF WATER RESOURCES
APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name of applicant Bogus Basin Recreational Association, Inc. Phone (208) 338-8200
c/o Scott L. Campbell, Davis Wright Tremaine
Post office address 702 West Idaho, Suite 700, Boise, ID 83702

2. Source of water supply unnamed stream which is a tributary of Bogus Creek
~~Shafer Creek~~ ~~Payette River~~ *

3. Location of point of diversion is NE SE Govt. Lot
Sec 9 Township 5N. Range 3E. B.M. Boise County; additional
points of diversion if any:

4. Water will be used for the following purposes:

Amount 0.34 for commercial purposes from Nov. 1 to March 31 (both dates inclusive)
(cfs or acre-feet per annum)

Amount for purposes from to (both dates inclusive)
(cfs or acre-feet per annum)

Amount for purposes from to (both dates inclusive)
(cfs or acre-feet per annum)

Amount for purposes from to (both dates inclusive)
(cfs or acre-feet per annum)

5. Total quantity to be appropriated is (a) 0.34 and/or (b)
cubic feet per second acre feet per annum

6. Proposed diverting works

a. Description of ditches, flumes, pumps, headgates, etc. (See Exhibit A)

b. Height of storage dam N/A feet; active reservoir capacity acre-feet; total
reservoir capacity acre-feet; period of year when water will be diverted to storage:
 to inclusive

c. Proposed well diameter is N/A inches; proposed depth of well feet.

d. Is ground water with a temperature of greater than 90°F being sought? No

7. Time required for the completion of the works and application of the water to the proposed beneficial use is
5 years (minimum 1 year).

* per Applicant's map (Exhibit E) and as shown on "Reviewer's Map",
5/8/92 GL.

MAILED
SEP 21 1992

8 Description of proposed uses (if irrigation only, go to item 9).

- a. Hydropower, show total feet of head and proposed capacity in KW. _____
- b. Stockwatering, list number and kind of livestock _____
- c. Municipal, show name of municipality. _____
- d. Domestic; show number of households. _____
- e. Other, describe fully. commercial (snowmaking -- non-consumptive)

9. Description of place of use *

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. 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	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
5N.	3E.	10										C							
		9													C				

Total number of acres to be irrigated _____

10. Describe any other water rights used for the same purposes as described above. None

11 a. Who owns the property at the point of diversion? U. S. Forest Service

b. Who owns the land to be irrigated or place of use? U. S. Forest Service

c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing. U. S. Forest Service Permits

(See Exhibit C)

12. Remarks See Exhibit D) Applicant's title to real property is

demonstrated in Exhibit B.

* DATABASE REMARK →

This right, when combined with right nos. 63- and 65- shall not exceed .34 cfs.

* per applicant's map (Exhibit E) and as shown on "reviewer's top", 5/8/92 - gl
Remark per attorney's instructions, telefax 5/8/92.

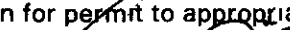
FILMED

SEP 21 1992

(SEE EXHIBIT E)

Microfilm
SERIALS

MINOR MED
SEP 21 1992

Application for permit to appropriate the public waters of


 (Applicant)
 Mike Shirley, General Manager

Received by MM Date 05-07-92 Time 3:31 pm Preliminary check by JL
Fee \$ 45.00 Received by JOL # W014657 Date 5-7-92
Publication prepared by GG Date 5-13-92 Published in Idaho World
5/20 & 5/27/92
Publication approved st Date 6-9-92

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Permit to appropriate the public waters of the State of Idaho No. _____, and said application is hereby _____

1 Approval of said application is subject to the following limitations and conditions:

a SUBJECT TO ALL PRIOR WATER RIGHTS.

b. Proof of construction of works and application of water to beneficial use shall be submitted on or before _____, 19 ____.

c. The rate of diversion, if water is to be used for irrigation under this permit, when combined with all other water rights for the same land shall not exceed 0.02 cubic feet per second for each acre of land

d The water right acquired under this permit if for hydropower purposes shall be junior and subordinate to all rights to the use of water, other than hydropower, within the State of Idaho that are initiated later in time than the priority of this permit and shall not give rise to any right or claim against any future rights to the use of water, other than hydropower, within the State of Idaho initiated later in time than the priority of this permit.

e. Other:

MICROFILMED

SEP 21 1992

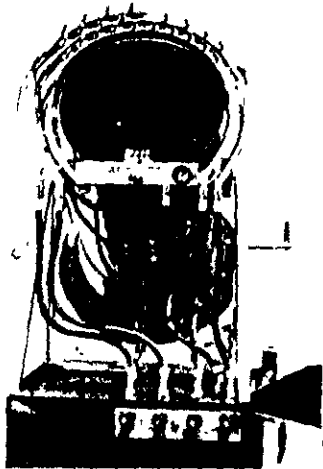
EXHIBIT A

A removable canvas or plastic diversion dam will be placed in Shafer Creek to create a small pond of water sufficient to allow diversion of water by means of a flexible 3" diameter pipeline, attached to a portable gasoline power pump. The water will be pumped through a flexible 2 inch diameter pipeline, up to 2000 feet in length. The pipeline will be connected to a "Silentstorm" model snowmaking machine produced by Snow Machines, Inc. (see Attachment A-1). The machine will be mounted on a snow cat vehicle and moved to the areas described as the place of use in Part 9 of this application.

MICROFILMED
SEP 21 1992

Brea.'through from SMI!

SILENTSTORM SNOWMAKER



SMI's SilentStorm introduces many technical advances that result in significantly increased snow production, reduced noise levels, greater throw, flexibility and reduced operating costs. Silent because it's QUIET. Storm because its snow production equals or exceeds any snowmaker on the market today.

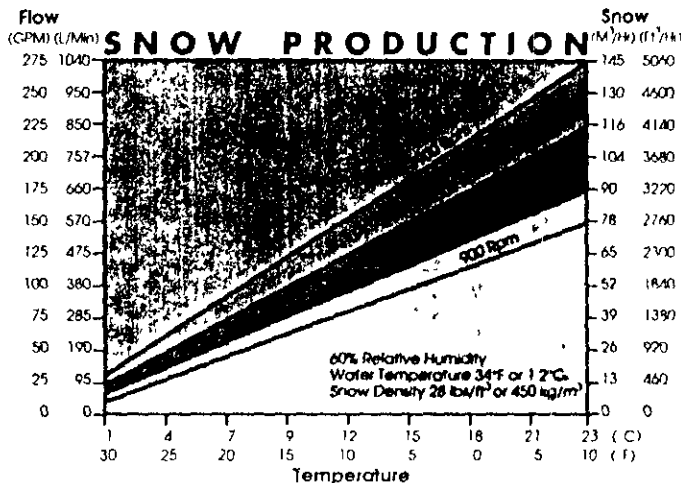
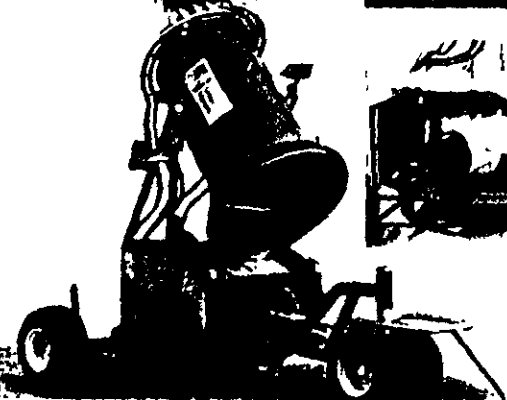
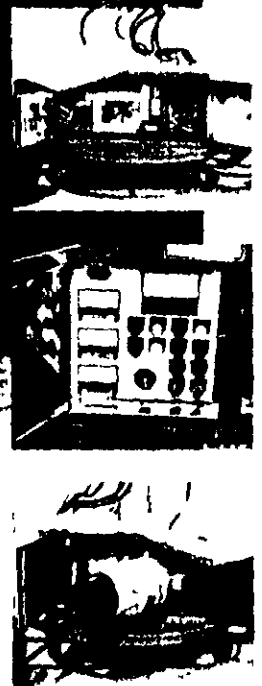
The revolutionary design concepts include a new high efficiency propeller and a variable frequency drive on the fan. The propeller with its skewed leading edge is specially designed to produce more air to increase efficiency over 45%.

The Variable Frequency Drive allows ultimate flexibility. The VFD lets you "dial in" the fan speed from 900 RPM to 1900 RPM. Low speed (900 RPM) is very quiet and can be used on narrow trails or windy nights to limit throw. High speed can be used in open areas for maximum snow production. You can "dial in" the proper throw and noise level for the different locations on your mountains. Trail width, chairlift lines, and condominium locations are conditions that can be easily accommodated. The machine can now be used in various locations and conditions.

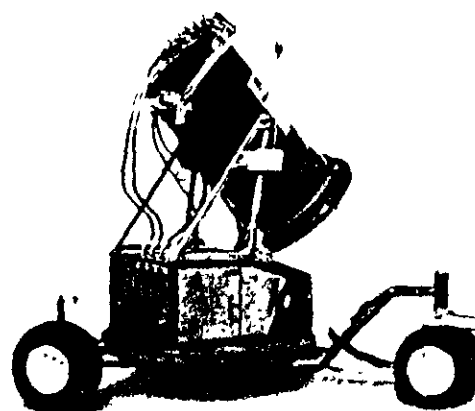
The SilentStorm has a special air intake: a long barrel, multiple nucleators and over 35,000 CFM (1000CMM). The manifold design advances the patented Boyne and Highland snowmaking concepts to increase snow production significantly in all temperature/humidity conditions. The SilentStorm uses one to twelve nucleators and offers a simplified step valving system for easy use. A customized heating system is included. Flood and trouble lights are standard.

The machine is well packaged on a 360° turntable that is easy to use. A triangular-shaped four wheel carriage allows easy mobility and quick set up and shutdown.

The SilentStorm is high production, energy efficient, portable, flexible and quiet. It is one of the world's quietest snowmakers. The combination of low capital cost, low operating cost, variable throw, and low noise makes the SilentStorm the most flexible snowmaker and the best investment in snowmaking you will ever make.



Note: Maximum flow at 500 psi or 35 Bar. Flow is dependent on water pressure.



SMI Snow Makers

Snow Machines, Inc.
1512 N. Rockwell Drive
Midland, MI 48640
(517) 631-6091
Toll Free North America
1-800-248-8690
FAX 517-631-3162

SEP 1 1992

To All to Whom The Presents Shall Come, Greetings:

Whereas, on the.....16th.....day of ...JANUARY.....1973, all that tract or parcel of ...PUBLIC SCHOOL ENDOWMENT land of the State of Idaho, hereinafter mentioned and particularly described, was sold in the manner provided by law to

- BOGUS BASIN RECREATIONAL ASSOCIATION, INC. -

of 731 North 15th Street, Boise....., State of.....IDAHO....., for the aggregate price of
-----TWO THOUSAND TWO HUNDRED AND 20/100----- DOLLARS

And Whereas, the said sum of -----TWO THOUSAND TWO HUNDRED AND 20/100----- DOLLARS has been fully paid to the proper receiving officer for the State of Idaho, by...BOGUS BASIN RECREATIONAL ASSOCIATION, INC., of 731 North 15th Street, Boise, Idaho.....

as shown by the records in the office of the State Board of Land Commissioners, the said sum being the whole amount of the purchase price for the said tract or parcel of land hereinafter described.

Now, Know Ye, That the said State of Idaho, in pursuance of law in such case made and provided, and in consideration of the premises aforesaid, and of the aforesaid sum of

-----TWO THOUSAND TWO HUNDRED AND 20/100----- DOLLARS

to the said State of Idaho paid, doth by these presents grant, bargain, sell, convey and confirm, in fee, unto the said

- BOGUS BASIN RECREATIONAL ASSOCIATION, INC. -

Their.....heirs and assigns, all of the said tract and parcel of land situated in the County of.....BOISE and State of Idaho, and described as follows, to-wit

(COMPLETE DESCRIPTION ON REVERSE SIDE)

To have and to hold the said premises and parcel of land above particularly described, with the appurtenances thereon, unto the said

- BOGUS BASIN RECREATIONAL ASSOCIATION, INC. -

Their.... heirs and assigns, in fee simple forever, subject to the provisions of Section 58-604, Idaho Code, as amended by Chapter 44, 1951 Session Laws, which grants over all lands belonging to the State a right of way for ditches constructed by authority of the United States, and to the provisions of Section 47-701, Idaho Code, reserving to the State all Mineral rights in lands sold subsequent to the 8th day of May, 1923, including sand, gravel, and pumice

In Witness Whereof, I,.....CECIL D. ANDRUS....., the Governor of the State of Idaho, have hereunto signed my name and caused the Great Seal of the State of Idaho and the Seal of the Board of Land Commissioners to be hereunto affixed, this 19th day of February, 1975 A.D.

Countersigned

Pete T. Cenarrusa
Secretary of State

Cecil D. Andrus
Governor of Idaho and President of
State Board of Land Commissioners

Countersigned

[Signature]
Director

STATE OF IDAHO,
County of Ada, }

ss

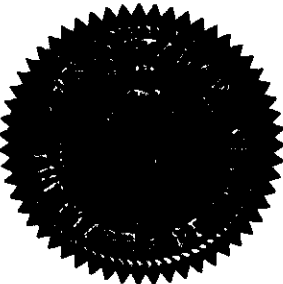
On this 19th day of FEBRUARY, in the year 1975, before

me, a Notary Public in and for said State, personally appeared Cecil D. Andrus known to me to be the Governor of the State of Idaho, and Pete T. Cenarrusa known to me to be the Secretary of the State of Idaho, and G. C. Trombley known to me to be the Land Commissioner of the State of Idaho, who executed said instrument and acknowledged to me that such State of Idaho executed the same

In Witness Whereof, I have hereunto set my hand and seal on the day and year last above written

Director, Department of Lands

[Signature]
Notary Public residing at Boise, Idaho
Idaho City, Idaho



NOTARIAL

SEP 21 1992

State of Idaho,
Deed No. 11122

LEGAL DESCRIPTION

A portion of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), and the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$), of Section Sixteen (16), Township Five (5) North, Range Three (3) East, Boise Meridian, more particularly described as follows:

Beginning at a point which is North 39°15'30" West, 3,872.59 feet from the section corner common to Sections 15, 16, 21 and 22, Township 5 North, Range 3 East, Boise Meridian, said point being on the North edge of the Pioneer Lodge parking lot of Bogus Basin Recreation area, thence North 77°18' East, 188.00 feet along the edge of said parking lot, thence North 17°17' West, 50.00 feet; thence North 77°45' West, 342.00 feet; thence North 44°35' West, 308.00 feet; thence North 72°40' West, 185.00 feet; thence South 77°45' West, 210.00 feet; thence South 21°50' West, 180.00 feet; thence South 35° East, 230.00 feet; thence South 78° East, 152.00 feet; thence North 57° East, 90.00 feet; thence North 75° East, 85.00 feet; thence South 76° East, 52.00 feet; thence South 45° East, 198.00 feet; thence North 69°06'25" East, 216.20 feet; along the North side of said parking to the REAL POINT OF BEGINNING, containing Five and Eighty-One Hundredths (5.81) acres, more or less.

Subject to State of Idaho Special Lease No. 137-81.

ALSO SUBJECT TO THE FOLLOWING CONDITIONS:

In fee simple together with all rights appurtenant thereto, including but not limited to all water rights and claims to water, on the following condition subsequent:

All of the property shall be used (a) for recreational use by the general public, whether with or without charge, and (b) for support facilities such as roads, snow equipment garages, employee lodging facilities, shops, food and alcoholic beverage establishments, and places of lodging including condominiums; provided that although some or all of such support facilities may be owned by others than the owner or operator of the recreational use, they shall be for the benefit of or available for use, lease or rental by the general public.

Violation of the foregoing condition subsequent shall cause that portion of the property on which the violation occurs and improvements thereon to revert to the State of Idaho, subject to any security interests therein, if such violation has not been cured within a reasonable time after notice of the violation has been given to all persons having an interest in any portion of the property.

Grantee covenants for itself, its heirs, successors and assigns as follows:

1. That prior to the construction of roads, buildings or shelters, or other substantial construction on the property, there shall be submitted for approval to the State Board of Land Commissioners, or its successor, written plans for revegetation of the property and erosion control measures, which approval will not be unreasonably withheld or delayed.
2. That prior to the construction of any building or shelter on the property that requires water or sewer facilities, there shall be submitted for approval to the Administrator of the Department of Environmental Protection and Health, or his successor, written plans and specifications for water and sewer facilities, which approval shall not be unreasonably withheld or delayed.
3. That the installation and operation of water and sewer facilities on the property will conform to all federal, state and local laws.
4. That the foregoing condition subsequent and the foregoing covenants will be included in any conveyance or grant of any right, title or interest in or to any of the property by the Grantee, its heirs, successors and assigns.

The foregoing condition subsequent and the foregoing covenants shall run with the land and shall be perpetual.

Int # 81866
Boise County Idaho
Request of Argus Ann
Kle. Carson, Jr.
Time 1:15 P.M.
Date March 4, 1995
Book 70 - 2nd
Page 189
Robert J. Tufield
By Robert J. Tufield
Notary
7317.1522
Boise, Idaho

Indexed _____
Comptrol _____
Tract _____

SEP 21 1992

**STATE OF IDAHO
LAND SALE CERTIFICATE**

20

THIS IS TO CERTIFY, That on the .., 16th... day of JANUARY....., 19 73 , the State of Idaho sold unto.....BOGUS BASIN RECREATIONAL ASSOCIATION, INC.,
731 North 15th Street, Boise, Idaho 83702
.....janda, lying, situate and being in the
.....PUBLIC SCHOOL ENDOWMENT.....
upon terms and conditions hereinafter set forth, the following described State.....
County of BOISE..... State of Idaho: Complete description on Reverse Side.....
.....

Section 16.....Twp. 5 North..., Rg. 3 East, B. M., containing.....314.19.....Acres. Consideration ONE HUNDRED EIGHTEEN THOUSAND SEVEN HUNDRED NINETY SEVEN DOLLARS and 80/100----(\$ 118,797.80) Dollars to be paid as follows, to-wit: SEVENTEEN THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS and 68/100---- (\$ 17,225.68) Dollars, the receipt whereof is hereby acknowledged and the balance of ONE HUNDRED ONE THOUSAND FIVE HUNDRED SEVENTY-TWO DOLLARS and 12/100 (\$ 101,572.12) Dollars in annual installments with interest at the rate of six per cent, per annum, payable in advance on the first day of January, of each year, as shown herewith, to-wit:

RECORD OF ASSIGNMENTS

[illegible]

The State reserves the right to all coal, oil, oil shale, gas, phosphate sodium and other mineral deposits contained in this land, including sand, gravel, and pumice, as required by Sec. 47-01, Idaho Code. Effort is reserved to the United States of America to construct ditches where necessary. No preclusive right shall be acquired to any water or water appurtenant to this land through use of said water upon any other land during the life of this contract.

In Witness Whereof, The State Board of Land Commissioners of the State of Idaho has caused these presents to be executed in duplicate by its President, the Governor of the State of Idaho, and by the State-Secretary; and by the State-Secretary.

Secretary

Director

Witnessed by the Secretary of State of Idaho this _____ day of _____ 19____

Countersigned by the Secretary of State of Idaho this 12th day of February 1915.
State Board of Land Commissioners of the State of Idaho

By *Carl D. Allen*
President of the State Board of Land Commissioners,
and Governor of the State of Idaho.

W. H. Conover
Director

Secretary of State of Idaho.

STATE OF IDAHO, County of Ada, ss.
On this 12th day of February, in the year 1975, before me, a Notary Public in and for said State, personally appeared Cecil D. Andrus, known to me to be the President of the State Board of Land Commissioners of the State of Idaho that executed the within instrument, and acknowledged to me that the State Board of Land Commissioners of the State of Idaho, and the State of Idaho executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Notary Public, Pending at Idaho City
Idaho

WEEK END	PRINCIPAL	INTEREST	PRINCIPAL
1-1-76	\$ 2,672 97	\$ 5,933 95	\$ 98,899 15
1-1-77	2,672 95	5,773 57	96,226 20
1-1-78	2,672 95	5,613 20	93,553 25
1-1-79	2,672 95	5,452 82	90,880 30
1-1-80	2,672 95	5,292 44	88,207 35
1-1-81	2,672 95	5,132 06	85,534 40
1-1-82	2,672 95	4,971 69	82,861 45
1-1-83	2,672 95	4,811 31	80,188 50
1-1-84	2,672 95	4,650 93	77,515 55
1-1-85	2,672 95	4,490 56	74,842 60
1-1-86	2,672 95	4,330 18	72,169 65
1-1-87	2,672 95	4,169 80	69,496 70
1-1-88	2,672 95	4,009 43	66,823 75
1-1-89	2,672 95	3,849 05	64,150 80
1-1-90	2,672 95	3,688 67	61,477 85
1-1-91	2,672 95	3,528 29	58,804 90
1-1-92	2,672 95	3,367 92	56,131 95
1-1-93	2,672 95	3,207 54	53,459 00
1-1-94	2,672 95	3,047 16	50,786 05
1-1-95	2,672 95	2,886 79	48,113 10
1-1-96	2,672 95	2,726 41	45,440 15
1-1-97	2,672 95	2,566 03	42,767 20
1-1-98	2,672 95	2,405 66	40,094 25
1-1-99	2,672 95	2,245 28	37,421 30
1-1-00	2,672 95	2,084 90	34,748 35
1-1-01	2,672 95	1,924 52	32,075 40
1-1-02	2,672 95	1,764 15	29,402 45
1-1-03	2,672 95	1,603 77	26,729 50
1-1-04	2,672 95	1,443 39	24,056 55
1-1-05	2,672 95	1,283 02	21,383 60
1-1-06	2,672 95	1,122 64	18,710 65
1-1-07	2,672 95	962 26	16,037 70
1-1-08	2,672 95	801 89	13,364 75
1-1-09	2,672 95	641 51	10,691 80
1-1-10	2,672 95	481 13	8,018 85
1-1-11	2,672 95	320 75	5,345 90
1-1-12	2,672 95	160 38	2,672 95
1-1-13	2,672 95		

SEP 21 1992

LEGAL DESCRIPTION

The Southwest Quarter of the Northeast Quarter (SWNEK), the Southeast Quarter of the Northwest Quarter (SENEK), the Southwest Quarter (SWK), and the West Half of the Southeast Quarter (WSEK), EXCEPTING therefrom the following described parcel:

A portion of the Southeast Quarter of the Northwest Quarter (SENEK) and the Southwest Quarter of the Northeast Quarter (SWNEK), of Section Sixteen (16), Township Five (5) North, Range Three (3) East, Boise Meridian, more particularly described as follows:

Beginning at a point which is North 39°15'30" West, 3,872.59 feet from the section corner common to Sections 13, 16, 21, and 22, Township 5 North, Range 3 East, Boise Meridian, said point being on the North edge of the Pioneer Lodge Parking Lot of Bogus Basin Recreation Area, thence North 77°18' East, 188.00 feet along the edge of said parking lot, thence; North 17°17' West, 50.00 feet; thence North 77°45' West, 342.00 feet; thence North 44°35' West, 308.00 feet; thence North 72°40' West, 185.00 feet; thence South 77°45' West, 210.00 feet; thence South 21°50' West, 180.00 feet; thence South 35° East, 230.00 feet; thence South 78° East, 152.00 feet; thence North 77°45' West, 210.00 feet; thence North 75° East, 85.00 feet; thence South 76° East, 52.00 feet; thence South 45° East, 198.00 feet; thence North 57° East, 90.00 feet; 216.20 feet; along the North side of said parking lot to the REAL POINT OF BEGINNING, containing 5.81 acres, more or less.

The area being conveyed by this Land Sale Certificate No. 24728-A contains Three Hundred Fourteen and Nineteen Hundredths (314.19) acres, more or less. Subject to State of Idaho Easements Nos. 1073, 2303, 2564, 2620, 2790, 2877, and 4002. Also subject to State of Idaho Special Lease No. 137-81.

SUBJECT TO THE FOLLOWING CONDITIONS:

In fee simple together with all rights appurtenant thereto, including but not limited to all water rights and claims to water, on the following condition subsequent:

All of the property shall be used (a) for recreational use by the general public, whether with or without charge, and (b) for support facilities including roads, snow equipment garages, employee lodging facilities, shops, food and alcoholic beverage establishments, and places of lodging for recreational use, they shall be for the benefit of or available for use, lease or rental by the general public.

Violation of the foregoing condition subsequent shall cause that portion of the property on which the violation occurs and improvements thereon to revert to the State of Idaho, subject to any security interests therein, if such violation has not been cured with a reasonable time after notice of the violation has been given to all persons having an interest in any portion of the property.

Grantee covenants for itself, its heirs, successors and assigns as follows:

1. That prior to the construction of roads, buildings or shelters, or other substantial construction on the property, there shall be submitted for approval to the State Board of Land Commissioners, or its successor, written plans for revegetation of the property and erosion control measures, which approval will not unreasonably withheld or delayed.
2. That prior to the construction of any building or shelter on the property that requires water or sewer facilities, there shall be submitted for approval to the Administrator of the Department of Environmental Protection and Health, or his successor, written plans and specifications for water and sewer facilities, which approval shall not be unreasonably withheld or delayed.
3. That the installation and operation of water and sewer facilities on the property will conform to all federal, state and local laws.
4. That the foregoing condition subsequent and the foregoing covenants will be included in any conveyance or grant of any right, title or interest in or to any of the property by the Grantee, its heirs, successors and assigns.

The foregoing condition subsequent and the foregoing covenants shall run with the land and shall be perpetual.

SEP 21 1992

EXHIBIT D

Applicant operates Bogus Basin Ski Resort on 320 acres of land owned by the applicant and on U.S. Government land used pursuant to U.S. Forest Service permits (Exhibit C).

Water will be diverted for snowmaking use on approximately 4 acres of land located in the areas described in Part 9 of this application.

A list of the members of the Board of Directors of the applicant and its officers is attached as Attachment D-1.

RECEIVED
SEP 21 1992

**BOGUS BASIN RECREATIONAL ASSOCIATION, INC.
BOARD OF DIRECTORS
1991-92**

Chairman: Doug Carnahan, General Manager
Printing Systems Group
Hewlett Packard
P.O. Box 15 Mailstop 176
Boise, ID 83707
939-0711 (home) 323-2200 (work)
323-4881 (fax)

Vice Chairman & Treasurer: Irv Littman, Vice President & Treasurer
Boise Cascade Corporation
P.O. Box 50
Boise, ID 83728
345-2123 (home) 384-7260 (work)
384-4934 (fax)

Secretary: Bill Vasconcellos, Financial Consultant
Merril Lynch
1330 Candleridge
Boise, ID 83712
343-4330 (home) 338-3117 (work)
338-3153 (fax)

Immediate Past Chairman & current General Manager Mike Shirley
1986 Springbrook
Boise, ID 83706
345-5733 (home)

Tama Everett, Consultant
Boise School District
2270 Tablerock
Boise, ID 83712
344-6101 (home) 338-3400 ext. 251 (work)

Dr. Robert Fulwyler
863 Chardie Court
Boise, ID 83702
345-9237 (home) 378-2826 (work)

Hank Gimmel, Retired
7200 Court Ave.
Boise, ID 83704
375-0556 (home)

RECEIVED

SEP 21 1992

Larry Jeffries, President
Barrett, Travis and Jeffries, Chartered
1177 W. State Street
Boise, ID 83702
383-0327 (home) 345-5383 (work)
345-5505 (fax)

Chris Korte
Land Dynamics
499 Main
Boise, ID 83702
344-1698 (home) 336-8299 (work)

John Magel, Partner
Elam, Burke, & Boyd
P.O. Box 1539
Boise, ID 83701
383-0223 (home) 343-5454 (work)

Dr. Doug Lincoln, Marketing & Finance Chairperson
Boise State University
1014 Warm Springs ave
Boise, ID 83712
343-1728 (home) 385-3848 (office)

Jim Parkinson, President
Sandpiper Restaurants
1100 W. Jefferson
Boise, ID 83702
345-3414 (home) 342-7701 (work)

Jim Tibbs, Lieutenant
Boise Police Department
1025 Laredo circle
Boise, ID 83705
336-1119 (home) 377-6772 (work)

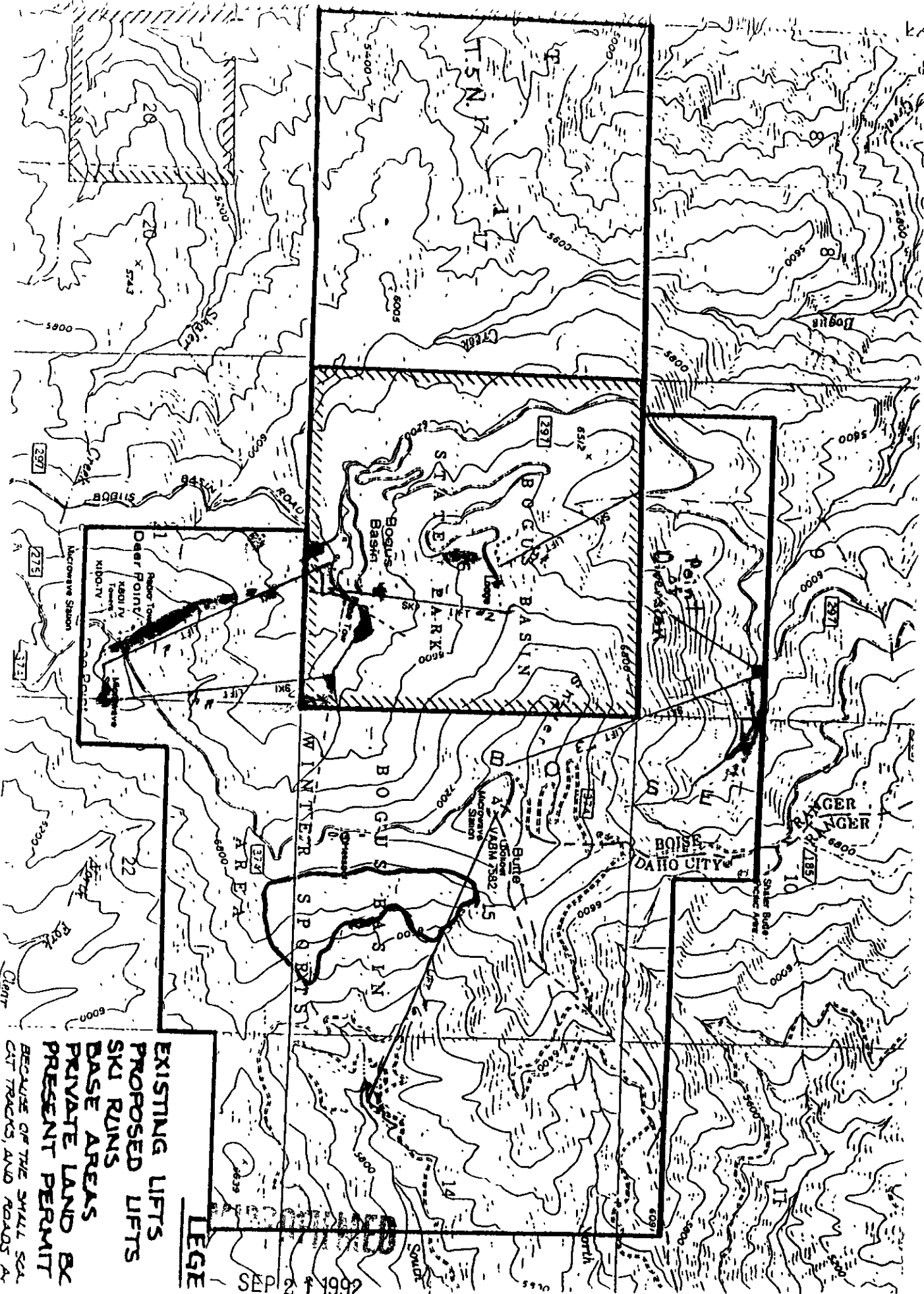
RECEIVED
SEP 21 1992

Exhibit E

R.3 E.

☐ Place of Use

Also see "Reviews Twp" in APR 63-11821



EXISTING LIFTS
PROPOSED LIFTS
SKI RUNS
BASE AREAS
PRIVATE LAND &
PRESENT PERMIT
BECAUSE OF THE SMALL SCA
CAT TRACKS, AND ROADS A

LEGE

SEP 21 1992

The Idal

P O Box 220
Idaho City, ID 83631
Phone 208 392-4989

State of Idaho >
County of Boise >

Wayne Hart, being duly sworn, deposes the manager and principal clerk of newspaper published at Idaho City, and the State of Idaho; the said paper has a general circulation in the county and vicinity of Idaho City; that the advertisement which is hereto attached, was published once a week for two (2) consecutive and regular issue of every number during the period and time of publication in the newspaper and not a supplement been established and regularly and continued for more than seventy eight weeks past publication of this notice. Such notice was the issue beginning with May 20, the issue of May 27, 1992.

State of Idaho >
County of Ada >

On this 31st day of May in the year 1992, a notary public, personally appeared Wayne Hart identified to me to be the person who executed the within instrument, and being by me sworn, he declared that the statements therein contained are true and he acknowledged to me that he executed the same.

Wayne Hart
Notary Public for Idaho

Boise, ID
Residing at

My commission expires

NOTICE APPLICATION FOR WATER RIGHT

The Following application(s) have been filed to appropriate the public waters of the State of Idaho:

63-11821

BOGUS BASIN RECREATIONAL ASSOCIATION INC
C/O SCOTT L CAMPBELL
DAVIS WRIGHT TREMAINE
702 W IDAHO STE 700
BOISE, ID 83702

Source: PINE CREEK, SOUTH FORK Tributary: PINE CREEK

Diversion Pt: SWSW Sec 14 T 05N R 03E in BOISE County.

Use: COMMERCIAL (.340 CFS)
Total Diversion (.340 CFS)

Date Filed: 5/7/1992

In: BOISE County
T05N R 03E S14 NESW NWSW SWSW SESW

This Right when combined with Rights 65-13381 and 65-13382, shall not exceed .34 cfs.

65-13380

GORBET, GENE
GORBET, SUSANNA
PO BOX 431
HORSESHOE BEND, ID 83629

Source: SPRINGS Tributary: SINKS

Diversion Pt: LOT 8 (NESENE) Sec 31 T 07N R 02E in BOISE County.

Use: IRRIGATION (.200 CFS)
Total Diversion: (.200 CFS)

Date Filed: 5/1/1992

In: BOISE County
T07N R02E S31 Lot 8 (SENE)

10.0 ACRES TOTAL

65-13381

BOGUS BASIN RECREATIONAL ASSOCIATION INC
C/O SCOTT L CAMPBELL
DAVIS WRIGHT TREMAINE
702 W IDAHO STE 700
BOISE, ID 83702

Source: UNNAMED STREAM Tributary: BOGUS CREEK

Diversion Pt: NESE Sec 9 T 05N R 03E in BOISE County.

Use: COMMERCIAL (.340 CFS)
Total Diversion (.340 CFS)

Date Filed: 5/7/1992

In: BOISE County
T05N R 03E S09 NESE
S10 NWSW

This Right when Combined with Right No. 63-11821, 65-13382, shall not exceed .34 CFS.

65-13382

BOGUS BASIN RECREATIONAL ASSOCIATION INC
C/O SCOTT L CAMPBELL
DAVIS WRIGHT TREMAINE
702 W IDAHO STE 700
BOISE, ID 83702

Source: BOGUS CREEK Tributary: SHAFER CREEK

Diversion Pt: SWSE Sec 16 T 05N R 03E in BOISE County.
SESE Sec 16 T 05N R 03E in BOISE County.

Use: COMMERCIAL (.340 CFS)
Total Diversion (.340 CFS)

Date Filed: 5/7/1992

In: BOISE County
T05N R03E S16 SWNE NWSE SWSE SESE

This Right when combined with Right 63-11821 and 65-13381, shall not exceed .34 cfs.

The permit(s) will be subject to all prior water rights. Protests must be filed with the Director, Dept. of Water Resources, Western Region, 2735 Airport Way, Boise, Idaho 83705 on or before JUNE 8, 1992.

R KEITH HIGGINSON, Director

Published In The Idaho World May 20, 27, 1992.

**ANALYSIS SHEET
FOR
PROOF OF BENEFICIAL USE**

Permit No. 65-13381

Reviewed by [Signature]

Date 11-14-96

GENERAL CONSIDERATIONS

Yes Name same as permit?

Yes Address same as permit?

Yes Proof timely received?
If not, complete calculation below.

TYPES OF USE

Commercial

Correct Uses? Yes

SOURCE OF WATER

☒ Surface water source

☐ Ground water source

☐ Drilling permit required?

☐ Copy in the file? Drilling Permit No. _____

☐ Amount paid for permit _____ Correct?

☐ Well log in the file?

LICENSE EXAMINATION FEE

Yes Required?

100- Amount Submitted

Yes Correct?

MEASURING DEVICE

Yes Required?

Yes Installed?

_____ Waiver requested?

PRIORITY CALCULATION

Date proof received _____

Date proof due _____

No. of days late _____

Priority Date _____

New Priority Date _____

_____	-	_____
_____	=	_____
_____	+	_____
_____		_____

DEFICIENCIES OR ACTION ITEMS

Proof acceptable

DATA ENTRY

New Address [Crossed out]

Proof Made 10-31-96

November 15, 1996

US DEPT OF AGRICULTURE
FOREST SERVICE
BOISE RANGER DISTRICT
5493 WARM SPRINGS AVE
BOISE ID 83712

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 65-13381

Dear Permit Holder:

The department acknowledges receipt of the proof of beneficial use form submitted for the above referenced permit. The next step in the process of developing a water right is for the department to conduct a field examination to determine and confirm the use being made of the water.

If you have questions concerning this matter, please feel free to contact the WESTERN Regional Office in Boise at (208)334-2190.

Sincerely,

JULIE L. YARBROUGH
Senior Secretary

c: IDWR - Region

MICROFILMED

DEC 02 1996

August 31, 1996

US DEPT OF AGRICULTURE
FOREST SERVICE
BOISE RANGER DISTRICT
5493 WARM SPRINGS AVE
BOISE ID 83712

PROOF DUE NOTICE

RE: PERMIT NO. 65-13381

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before November 1, 1996. (See last page of your approved permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a complete field examination report prepared by a certified water right examiner may be used to submit the required proof.

If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

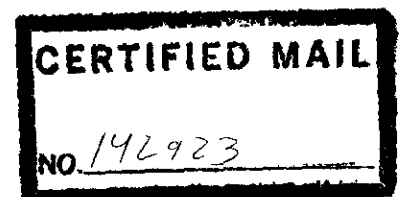
Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

SINCERELY,

JULIE L. YARBROUGH
Senior Secretary

Enclosures

MICROFILMED
DEC 02 1996



ANALYSIS SHEET FOR EXTENSION OF TIME

Permit No. 65-13381 Reviewed by DJ Date 11-3-95

BASIC INFORMATION

10-3-95 Date stamp received
yes Extension received timely
yes Fee received and receipted
yes Name and signature same as permit
yes Address Change

BASIS FOR EXTENSION REQUEST

yes Has adequate work been completed to demonstrate due diligence?

_____ Has the permit been involved in litigation?
Is supporting documentation needed to complete the file? _____ Requested? _____

_____ Is delay by a government agency?
Is supporting documentation needed to complete the file? _____ Requested? _____

_____ Is the project more than 25,000 acre feet for irrigation or 10,000 acre feet for a reservoir?

ACTION TAKEN

Recommend extend to November 1, 1996, on basis of Due Diligence

PRIORITY CALCULATION

Date extension received	_____	=	_____
Proof due date	_____	=	_____
Number of days late	_____	=	_____
Priority date	_____	=	_____
New Priority Date	_____	=	_____

DATA ENTRY

New Address X _____

Change Proof Due Date 11-1-96 _____

Change Priority Date X _____



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

November 3, 1995

Scott Campbell
ELAM & BURKE
P O Box 1539
Boise, ID 83701

RE: Permit Nos. 63-11821 & 65-13381

Dear Permit Holder:

Enclosed are copies of the approved requests for extension of time for the above referenced water rights. The time within which to submit proof of beneficial use is extended to **November 1, 1996**. Please note that the department has granted the extensions based on **due diligence**. It is important that you work diligently toward the completion of the projects during the construction period allowed since the department **will not** be able to grant additional extensions based on due diligence.

If you have any questions or if I can be of any assistance, please feel free to contact me at (208)327-7900.

Sincerely,

JULIE L. YARBROUGH
Senior Secretary

Enclosure

C: IDWR - Regional Office

MINUTEMEN
NOV 09 1995



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

October 27, 1995

Scott L. Campbell
ELAM & BURKE
P.O. Box 1539
Boise, ID 83701

RE: Permit Nos. ~~65~~-13381 & ~~63~~-11821

Dear Mr. Campbell:

I am returning the Requests for Extension of Time submitted in connection with the above referenced water right permits. Before the department can accept the requests, they must be signed by the permit holder or a representative.

Please sign the extensions and return them as soon as possible so the department can proceed with the review process.

If you have any questions or if I can be of any assistance, please feel free to contact me.

Sincerely,

JULIE L. YARBROUGH
Senior Secretary

Enclosures

RECEIVED

NOV 09 1995



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT
GOVERNOR

KARL J. DREHER
DIRECTOR

September 27, 1995

U.S. Dept. of Agriculture
Boise Ranger District
5439 Warm Springs Ave.
Boise, ID 83712

RE: Water Right Nos. 63-11821 & 65-13381

Dear Water Right Holder:

I have returned check no. 21656 for \$100.00 in the name of Bogus Basin which was submitted to cover the filing fees for extensions of time for the above referenced water rights. The number amount of the check is \$100.00, however, the written amount is for the sum of 0 dollars and 00 cents. I have been informed by our fiscal section that the department cannot accept the check.

Please submit to the department a corrected check to cover the filing fees. I will hold the extension requests for **thirty (30) days** to allow you time to submit another check. Please reference the water rights on the check and address your correspondence to my attention.

I you have any questions, please contact me directly at (208)327-7953.

Sincerely,

JULIE L. YARBROUGH
Senior Secretary

Enclosure

RECEIVED

NOV 09 1995

BOGUS BASIN RECREATION ASSOC..
2405 BOGUS BASIN ROAD
BOISE, IDAHO 83702

RECEIVED
SEP 27 1995

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
1301 NORTH ORCHARD STREET, STATEHOUSE MAIL
BOISE, IDAHO 83720-9000

RE: PERMIT NO. 65-13381 and 63-11821

This is a Request for an Extension of Time for the above permits. The work is in progress at this time and will be completed prior to the 195/96 ski season.

The work consists of installing 2 10,000 gallon holding tanks and the appropriate 6 inch lines to gravity fill the tanks and then return the overflow to the stream. The tanks will have a fitting to attach a pump and Snowmaker to for the purpose of making snow. The tanks also have a drain to return all water to the stream during times when the diversion is not needed.

The Snowmaker will consume 60 gallons a minute at 300 PSI so the only time water is not returned directly to the stream will be during the actual operation on the snowmaker. Estimated consumption for an 8 hour shift will be approximately 28,000 gallons. The temperature and humidity dictate the actual hours of operation. The recharge rate of the stream into the tank also limit the number of hours available.

The cost of the installation will include \$5000.00 for each tank. \$7,500.00 for the generator to run the pump and \$2,500 for the pump. The associated pipe and plumbing probably total another \$3000.00.

The previous activity has included monitoring the stream flows at both locations during the winter months to see if the flows would sustain and support a snowmaking operation. "V" wiers were installed on both streams and measurements were taken on a regular basis.

Please feel free to call if there are any questions. (208) 332-5308

Thank you,



Steve Shake
Director of Mountain Operations
Bogus Basin Recreation Assoc.
2405 Bogus Basin Rd.
Boise, Idaho 83702

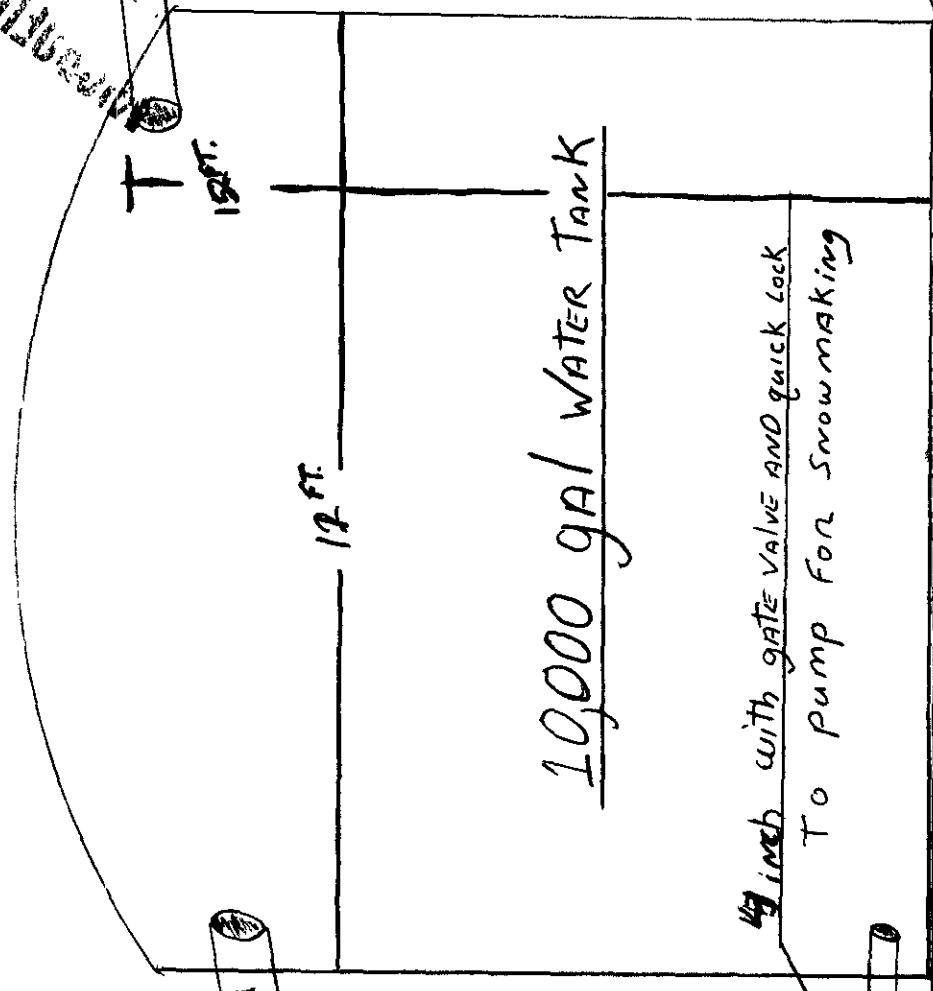
RECEIVED
NOV 09 1995

RECEIVED
SEP 27 1995

6 inch over flow pipe
pick to creek

6 inch gravity flow from Pine Creek / No Name Creek

RECEIVED
SEP 27 1995



10,000 gal WATER Tank

6 inch with gate valve and quick lock
To pump for snowmaking

ELAM & BURKE
A Professional Association
ATTORNEYS AND COUNSELORS AT LAW
KEY FINANCIAL CENTER
702 WEST IDAHO
POST OFFICE BOX 1539
BOISE, IDAHO 83701

SCOTT L. CAMPBELL

RECEIVED

SEP 29 1995

Department of Water Resources

TELEPHONE
208-343-5454

FACSIMILE
208-384-5844

September 28, 1995

Ms. Julie L. Yarbrough
Senior Secretary
State of Idaho
Department of Water Resources
1301 North Orchard
Boise, Idaho 83706

Re: Permit No. 65-13382, 65-13381, (65-11821)

63-11821

Dear Julie:

Please take all necessary action to change the Department of Water Resources' records to reflect that I am now with the law firm of Elam & Burke, P.A. Please send any future notices or correspondence concerning the above-referenced permits to me at the above address. Thank you for your assistance in this matter.

Very truly yours,

ELAM & BURKE
A Professional Association


Scott L. Campbell

SLC:ma

MICROFILMED

SEP 29 1995

July 31, 1995

US DEPT OF AGRICULTURE
FOREST SERVICE
BOISE RANGER DISTRICT
5493 WARM SPRINGS AVE
BOISE ID 83712

PROOF DUE NOTICE

RE: PERMIT NO. 65-13381

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before October 1, 1995. (See last page of your approved permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a complete field examination report prepared by a certified water right examiner may be used to submit the required proof.

If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

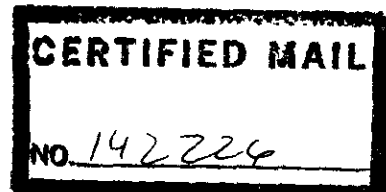
SINCERELY,

JULIE L. YARBROUGH
Senior Secretary

Enclosures

Microfilm

NOV 8 1995



105-13501

RECEIVED

JUL 30 1993

Department of Water Resources
Western Regional Office

Bogus Basin Ski Resort
2405 Bogus Basin Road
Boise, Idaho 83702

July 23, 1993

David T. Hill *DTH*
State of Idaho
Department of Water Resources
2735 Airport Way
Boise, Idaho 83705

Dave:
Enclosed you will find information pertaining to the foreseen water consumption of Bogus Basin's current snowmaking system. At present it is understood that due to our minimal water usage in snowmaking (less than 90 g.p.m.) we are not required to install a water measurement port, but only furnish the enclosed data.

Due to the nature of our pump, a maximum of 1150 p.s.i. was developed only by restricting the snowgun's discharge nozzle configuration with a resultant 63.9 g.p.m. Conversely we attained a maximum of 813.8 g.p.m. with the minimum 150 p.s.i. allowable operating pressure.

Sincerely,
[Signature]
Dianne J. Kuenl
Snowmaking Supervisor

MICROFILMED

NOV 09 1995

Nozzle Selection and Installation (cont)

Each individual nozzle is labeled and color coded for your convenience.

Nozzle	Color	Orifice Diameter (inches)
Number 5	White	.0625
Number 6	Red	.0938
Number 8	Black	.1250
Number 10	Blue	.1563
Number 14	Green	.2188
Number 16	Yellow	.2500

$$Q_2 = Q_1 \sqrt{\frac{P_2}{P_1}}$$

where: Q_1 = G.P.M. chart pressure
 Q_2 = G.P.M. new pressure
 P_1 = chart pressure
 P_2 = new pressure

Nozzle flows at various pressures are as follows:

There are 18 nozzles, 10 can be closed

Nozzle #/Flow in Gallons Per Minute

Operating Pressure (PSI)	5	6	8	10	14	16
150	2.1	2.6	5.3	7.9	15	20
200	2.4	3.2	6.1	9.3	17	24
300	2.9	3.7	7.4	11.4	21	29
400	3.3	4.2	8.46	13.0	24	33
500	3.7	4.9	9.5	14.6	27	38

Nozzle #	Amount	Flow	
250 psi:			
# 5	5	2.9	$(\sqrt{250/300}) = K$
# 6	11	3.7	$(\sqrt{250/300}) = K$
# 8	2	7.4	(K)
			$= 63.9 \text{ G.P.M.}$
150 psi:			
# 16	2	20	
# 14	2	15	
# 10	2	7.9	
			$= 85.8 \text{ G.P.M.}$



State of Idaho

DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

September 16, 1992

US DEPT OF AGRICULTURE
FOREST SERVICE
BOISE RANGER DISTRICT
5493 WARM SPRINGS AVE
BOISE ID 83712

PERMIT APPROVAL NOTICE

RE: PERMIT NO. 65-13381

Dear Permit Holder:

Enclosed is a copy of your approved application for permit. We direct your attention to the conditions of approval on the final page.

As a permit owner you must commence the excavation or construction of the diverting works within one year of the date the permit was issued, and you must proceed diligently until the project is completed. The date shown under condition no. 1 is the date when the project must be completed. You will receive a "Proof Due Notice" from this Department approximately 60 days prior to the completion date requiring you to file either a Proof of Beneficial Use form stating that the project has been completed or file a Request for an Extension of Time in which to file the proof statement.

Be sure to note the special condition requiring you to install a measuring device. Enclosed, for your reference, is a list of measuring device options.

Sincerely,

BRENDA L. MILLER
Water Resource Agent

BLM:cz

Enclosures

MICROFILMED

SEP 21 1992

NOTE - UNTIL FURTHER NOTICE,

SCOTT CAMPBELL, ATTORNEY, REQUESTS
TO BE ON MAILING/CONTACT LIST FOR
ANY INFO RELATED TO Appl. NOS. -

63-11821

65-13381

65-13382

RECEIVED

SEP 21 1992

-JL 6/9/92

APPLICATION FOR PERMIT REVIEW

Application #: 65-13381 Date: 9-11-92 Reviewer: Brenda Miller

SYSTEM COMPLETED:

No - 26A-P17
 Complete in 1 year - P16
 Yes
 Proof not submitted - P16
 Proof submitted - N/A

GROUNDWATER:

GT. 0.2 cfs <flo-ch> - 01G-P03, 01C-P03 (existing well)
 - NMR <fl ch>, A of C
 LT. 0.2 cfs - No measurement required <flow chart>
 Drilling Permit:
 Approved w/permit - P99
 Not included - 046-46A-46B-P23 (after 7/1/87), N/A
 SURFACE WATER: not in w/d - 01C-P03 (=GT.2 w/pump), NMR <flow chart>
 LOCATION:
 Water Districts - WD No. 65 (NOT IN DELIVERY AREA)
 Surface water - R04, R04-01H-P01(LT.2 w/pump)
 R04-01J-P08(GT.2), NMR <flow chart>
 Groundwater - P05
 Irrigation Districts - 023
 Canal Co. Areas - 023
 Drainage Districts - 024
 Boise Front (63) - 058 (Groundwater)
 Swan Falls Flag - (1, Blank or Other)
 Trust - 051-052-053-P74 (Consumptive Uses)
 Non Trust <1> - 048-049

RIVER BASINS:

(Surface Water) Water District Control Condition &....
 Boise (63) - 05A & 11E
 Payette (65) - 047-P04, 059-P71
 Snake (01, 02 & 03) - 11A-P04(01), 061-P07(02/03 No W.D.Cond.)

USE:

Fish Propagation - 06A, 09E-P10 & 010 (WQ/Choose One),
 042(req.), 002-P06(MD), 07A(Spec.),
 044(Policy 5G)
 Power - Use Power Review
 Mining - 06A, 010, or 09E-P10 & 054(req.)
 Storage - 18A-for multiple measuring devices(In WD),
 18B-P09(Size)
 Rec/Wildlf/Aes - 027(Non-Consumptive)
 Domestic - 021 (Boise River - upstream from L Peak)
 (restricted areas) 27A (Payette River & main tributaries)

OWNERSHIP:

Non land owner - 004

PROTESTED:

Agreement - 020

Beneficial Use Due Date: - 10-02-1995

Other Conditions:

- ① COMBINED WITH RIGHTS 65-13382 and 63-11821 w/ exceed .34 cfs
- ② Inclusive dates
- ③ Regional list →

Form No. 202a.
10/90

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES
APPROPRIATION APPLICATION ANALYSIS SHEET

5N-3E S.9 & 10
can stream trib. to
Boyer Cr.

INITIAL REVIEW BY: FE DATE: 5/8/92 APPLICATION: 65-13381

REQUIRED INFORMATION

attached to application
Name: (If applicant is a corporation or partnership, names and addresses for the director, officers, and other partners must be included.)
Address:
Source: (See USGS Quad for names of water sources)
Point of Diversion: (10 acres for spring, lot & block descriptions for Subdivisions, local name)
County:
Quantity: (flow and/or volume)
Period of use: Gov't. Lots: N P/D
Nature of proposed use: (Include description of use) N P/U
Description of diverting works:
Time required for beneficial use of water:
Place of use or acres irrigated:
Map:
Signature: (If applicant is corp., partnership, or municipality, title of signatory is required)
Fee:
Yes No* In form to receipt:

ADDITIONAL INFORMATION

YES NO

 ✓ Overlapping place of use: (Describe source & relationship to present application on the back.)
 ✓ Overlapping point of diversion:
 Field check required: Field check by:
 Field report attached:
 Critical groundwater area:
 Groundwater management area:
 Diversion within interim protected river area
 Send dam safety information:
 Send power requirement letter:
 Send fish farm requirement letter:
 Power residency affidavit:
 Power efficiency form:
 Within trust water boundary: (If yes, attach Trust Water Supplementary Analysis Sheet.)
 Diversion greater than 5 cfs or 500 af or irrigation greater than 200 acres: (If yes, attach Large Diversion supplementary analysis sheet.)
 *REQUEST ADDITIONAL INFORMATION FROM THE APPLICANT

DATE REQUESTED:

✓ Additional information on reverse side:

See "Reviewer's Topics" 12 Lk 63-11821

PROCESSING

APPLICATION NO. 65-13381

YES NO

☒ ☐
☐ ☒
☒ ☐

In form for advertising:

Statewide advertising:

Fee amount, receipt number and date recorded on application:

SEND COPIES TO

YES NO

☐ ☒
☐ ☒
☐ ☒
☐ ☒

I.D. Health and Welfare

I.D. Fish and Game

I.D. Lands

Adjudication Bureau

YES NO

☒ ☐
☒ ☐
☐ ☐
☐ ☐

U.S. BLM

U.S. Forest Svc.

Water Dist. # 65

Other

FINAL REGIONAL PROCESSING REVIEW

YES NO

☒ ☐
☒ ☐

Affidavit of publication received:

Application published correctly: If not, record action taken.

Publication dates and paper recorded on application:

Protests received. Final date for protest June 8, 1992

Protest dates, resolution of protest recorded on application:

Recommendations attached: Approve, Olor

Measuring device required:

Measuring port required:

Water delivered by water master? District # Not in area delivered by WM

Special conditions of approval or cover letter:

OIG, 027, 26A (allow 3 yrs), The period of use under this water right is limited to November 1 through March 31 annually. This water right does not establish any water right under the federal reserved water right doctrine.

See below for additional information

Recommended Date or Priority 5/7/1992Recommended by: DRTDate 9/11/1992

STATE OFFICE REVIEW

See below for additional information. By _____ Date _____

ADDITIONAL INFORMATION

→ See conditions of approval stated in letter from Ben Dobson dated Aug 19, 1992, summarized as follows:

Cond No. 1 Each permit subject to all existing water rights - Standard on all permits

2. Diversion period limited - condition added above

3. Federal reserved water rights - condition added above

4. These conditions are added to this water right

5. Please send copy of Permit No. 65-13381, when issued, to Ben Dobson, Claude Marcus, and Scott Campbell



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

September 11, 1992

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

Donald E. Peterson, District Ranger
U.S. Forest Service
Boise Ranger District
5493 Warm Springs Ave.
Boise, ID 83712

RE: Snowmaking for the Bogus Basin Ski Area

Dear Pete:

Your letter dated August 19, 1992, and addressed to R. Keith Higginson in the above-referenced matter has been referred to me for response. Your letter invites identification of issues, concerns and opportunities associated with the snowmaking proposal.

The three streams from which flows are proposed to be diverted for snowmaking purposes have been described in water right applications as follows:

1. Bogus Creek - Application for Permit No. 65-13382.
2. No Name Creek (Unnamed Stream tributary to Bogus Creek) - Application for Permit No. 65-13381.
3. Pine Creek - Application for Permit No. 63-11821.

These three applications were originally filed in the name of the Bogus Basin Recreational Association, Inc., but all have since been assigned to the U.S. Forest Service. Applications for Permit Nos. 65-13381 and 65-13382 were originally protested by Mr. Ben Dobson, but the protests have been withdrawn pending the incorporation of five specified conditions of approval. We have received a copy of a letter dated August 14, 1992, from the office of Boise National Forest Supervisor Stephen P. Mealey, which accepts the conditions as stated. Accordingly, the conditions are being incorporated into the water right approval process for this agency.

Your letter states that the anticipated maximum rate of diversion at each of the three sites is 50 gallons per minute, while the original applications called for the diversion of about three times that amount. I have just received your letter dated September 10, 1992, which clarifies that while the average diversion rate is anticipated to be 50 gpm, there will be times when the diversion rate is 150 gpm. Thus, the applications correctly state the maximum anticipated rate of diversion. I have no further questions regarding Applications Nos. 65-13381 and 65-13382 and they are today being forwarded to our state office for final review.

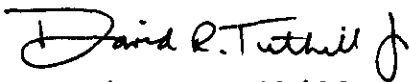
SEP 21 1992

September 11, 1992

Four timely protests were received in response to the advertisement of Application for Permit No. 63-11821. One of the protests has since been withdrawn, and Mr. Scott Campbell indicated that he intends to correspond with the remaining protestants in an effort to reconcile their protests.

Thank you for providing an opportunity to provide input regarding the proposed water diversions. The Department will continue to work with your agency and the other interested parties in an effort to resolve remaining contested issues.

Sincerely,



David R. Tuthill, Jr., P.E.
Manager, Western Regional Office

cf: Scott Campbell, Esq.
Glen Saxton, Norm Young, Files

RECEIVED
SEP 21 1992

United States
Department of
Agriculture

Forest
Service

Boise
Ranger
District

5493 Warm Springs Ave.
Boise, ID 83712
(208) 364-4242

2720

September 10, 1992

Dave Tuthill *DM*
State of Idaho
Department of Water Resources
Western Region, 2735 Airport Way
Boise, ID, 83705

Dear Dave

Scott Campbell, attorney representing the Bogus Basin Recreational Association, contacted me this afternoon concerning the Forest Service looping letter discussing the Bogus Basin snowmaking proposal. Scott advises me that you have some concerns with the portion of the letter that states, "The snowmaker consumes up to 150 gallons of water per minute at 150 lbs. of pressure. Bogus Basin expects to use no more than 50 gallons of water per minute at 150 lbs. of pressure". Scott conveyed to us that you questioned the need for 150 GPM if Bogus was only going to be using 50 GPM. I understand your questioning of this information and hope I can clarify Bogus Basin's proposed water use.

The type of snowmaking machine Bogus Basin is proposing to use will consume different amounts of water in the snowmaking process based on relative humidity, water temperature, wind velocity, and the ambient temperature. Bogus Basin feels that their average water consumption based on the above parameters will be about 50 GPM. When the conditions are optimum for snowmaking at the ski area, (60% relative humidity, wind velocity 5-10 MPH and a higher temperature -5 F, they will consume approximately 150 GPM. When these weather conditions exist Bogus Basin will use 150 GPM if snow is needed in the area.

A recent review of this proposal included the use of 150 GPM when evaluated potential impacts to the streams involved in the proposal. Biologists have not identified any serious impacts associated with this amount of water being utilized for snowmaking.

MICROFILMED

SEP 21 1992

I apologize that we did not clearly present this information in our scoping letter and hope this has answered your questions. Please call me at the Boise Ranger District Office (364-4241) if you need more information or would like to further discuss this information.

Sincerely,



DONALD E. PETERSON
District Ranger

MICROFILMED
SEP 21 1992

United States
Department of
Agriculture

Forest
Service

Boise
Ranger
District

5493 Warm Springs Ave.
Boise, ID 83712
(208) 364-4242

SAXTON *MS*

Tutthill *One*

Haas *N/A*

2720

August 19, 1992

RECEIVED

AUG 21 1992

Department of Water Resources

Keith Higginson
Idaho Department of Water Resources
1301 N. Orchard
Boise, ID 83705

*Need a response by
9/18/92*

RECEIVED
AUG 25 1992

Department of Water Resources
Western Regional Office

Dear Keith:

The Boise Ranger District has received a special use application from the Bogus Basin Recreation Association to develop a snowmaking system proposed for the 1992/93 ski season. This letter is an invitation for response to help identify any issues, concerns and opportunities that may be associated with this proposal.

The proposal includes the use of a portable Fan-Jet type Snowmaker mounted on a snowcat. Water would be pumped to the snowmaker using a gasoline powered pump. The snowmaker consumes up to 150 gallons of water per minute at 150 lbs. of pressure. Bogus Basin expects to use no more than 50 gallons of water per minute at 150 lbs. of pressure. Water would be pumped 200 to 300 feet with this snowmaking system depending on where the snow is needed.

Bogus Basin has identified three streams they would like to pump water from. The streams are:

1. Bogus Creek, Township 5 North, Range 3 East, Section 16.
2. No Name Creek, Township 5 North, Range 3 East, Section 9.
3. Pine Creek, Township 5 North, Range 3 East, Section 14.

Bogus Basin proposes to put in portable canvas dams and/or rock wiers to provide pools in the streams to pump water. Bogus Basin estimates that the use of portable dams to develop pools will allow them to pump 50

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SEP 21 1992

gallons of water per minute from each stream and still have 50% or better water flow on down the stream. Water would be diverted the months of November thru April.

The schedule for making snow would depend on the atmospheric conditions and the need for snow coverage at identified locations. Bogus Basin proposes to make snow only to provide adequate coverage in those areas listed below and not try to create a snow pack that will carry the entire ski area. The system is designed to patch bare spots, eliminate hazards and maintain an adequate snow coverage for a safe skiing experience. All water used to make snow would return to its original stream during the normal spring melt off.

The diversions and acreages covered would be as follows:

1. Bogus Creek Diversion: Water will be used to make snow to cover approximately 10 acres in the vicinity of Bogus Creek Lodge and Chair #2.
2. No Name Creek Diversion: Water will be used to make snow to cover approximately 3 acres near the bottom of Chair #3.
3. Pine Creek Diversion: Water will be used to make snow to cover approximately 1.75 acres near the bottom of Chair #6.

Water rights necessary for this project are currently being obtained through the State of Idaho water rights appropriation process.

In response to this proposal, the Boise Ranger District of the Boise National Forest will conduct an environmental analysis to determine the effects of this snowmaking proposal. Enclosed with this letter are two maps showing the general and specific location of the project areas. The Forest Service is requesting that public comments be submitted in writing. To be most helpful, written comments are requested no later than September 18, 1992, to the above address.

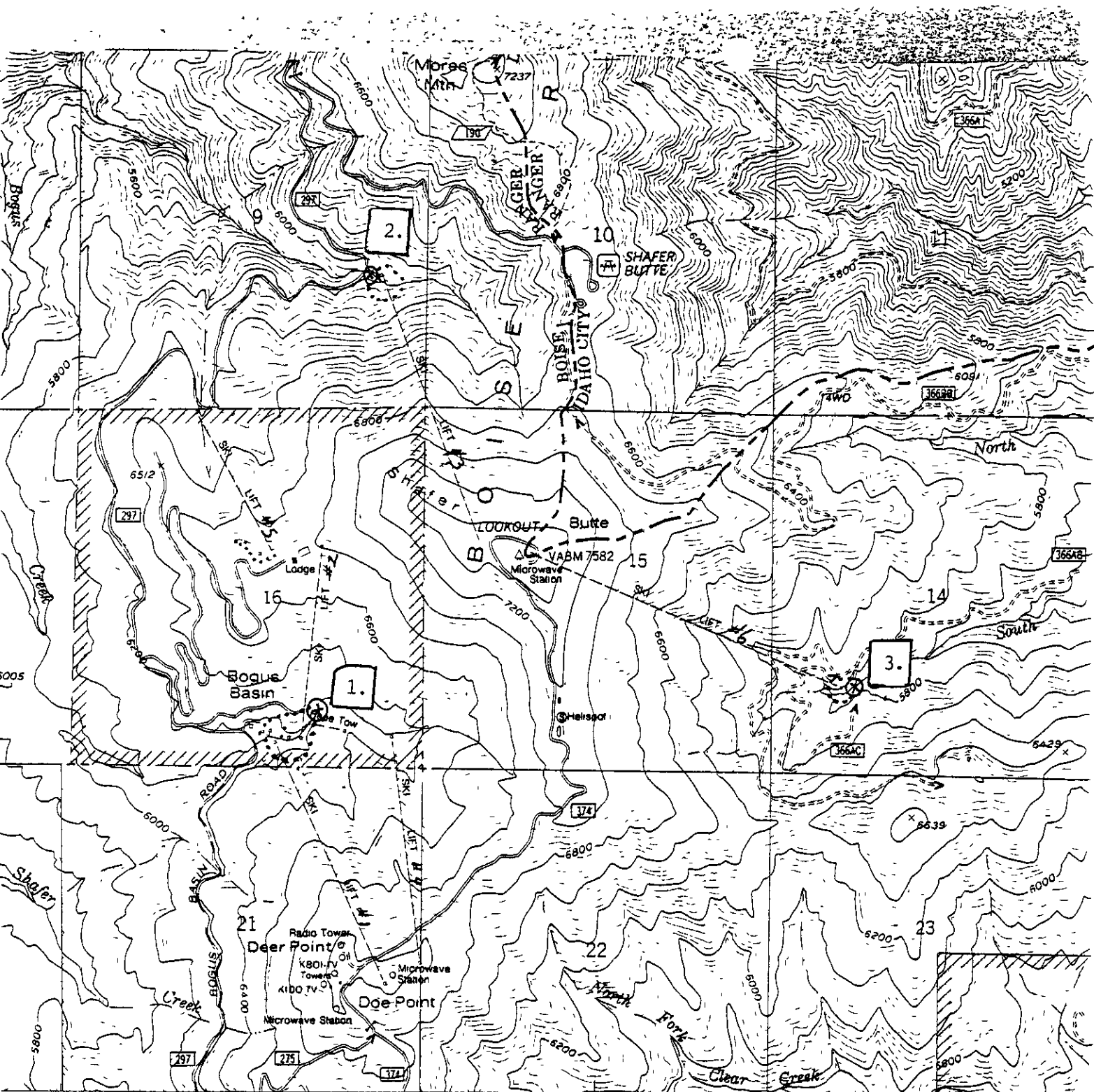
Sincerely,



DONALD E. PETERSON
District Ranger

Enclosures

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SEP 21 1992



BOGUS BASIN RECREATION ASSOCIATION SNOWMAKING PROPOSAL
BOISE RANGER DISTRICT-BOISE NATIONAL FOREST

Township 5 North, Range 3 East, Sections 16,9,14
Bogus Basin Ski Area

N ↑

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SEP 21 1992

United States
Department of
Agriculture

Forest
Service

Boise
National
Forest

1750 Front Street
Boise, ID 83702
(208) 364-4100

2540

August 14, 1992

Law Offices
Marcus, Merrick & Montgomery
Marcus Bldg.
737 North 7th Street
Boise, ID 83702-5595

Re: Application for Water Permit #65-13381

Mr. Claude Marcus

I have received a copy of your July 30, 1992 letter to Mr. Scott Campbell, attorney representing Bogus Basin Ski Area. In your letter you had five conditions to be agreed upon in order for your client to withdraw the protest for the application for water permits for snow making at Bogus Basin Ski Area. All five of the points of understanding you have identified are in acceptance with the U.S.D.A. Forest Service. Please consider this correspondence to constitute the written recognition and approval by the U.S.D.A. Forest Service of the five conditions set forth in your correspondence of July 30, 1992.

I suggest that it would be appropriate to notify Mr. David R. Tuthill, Manager of the Western Regional Office of the Idaho Department of Water Resources, that your clients withdraw their protest. That should provide sufficient documentation for the department to proceed.

Sincerely,

for Cathy Barbaulet's

STEPHEN P. MEALEY
Forest Supervisor

FILED

SEP 21 1992

CLAUDE V. MARCUS
CRAIG MARCUS
BARRY MARCUS
GAIL M. MERRICK
GARY L. MONTGOMERY
JOHN C. KEENAN

LAW OFFICES
MARCUS, MERRICK & MONTGOMERY

MARCUS BUILDING
737 NORTH 7TH STREET
BOISE, IDAHO 83702-5595

TELEPHONE
(208) 342-1361
TELEFAX
(208) 342-2170

July 30, 1992

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JUL 31 1992

DAVIS WRIGHT TREMAINE

Mr. Scott L. Campbell
Davis Wright Tremaine
702 W. Idaho St., Suite 700
Boise, Idaho 83702

Re: Application for Water Permit Nos. 65-13381
and 63-11821

Dear Mr. Campbell:

Mr. and Mrs. Ben Dobson advise me that their protest is withdrawn upon the following understanding:

1. Each permit shall be subject to all existing water rights.
2. The water diverted under the authority of these water permits shall be used for snowmaking purposes only and may be used only during the period of November 1 through March 31, of each year.
3. Any water rights created as a consequence of these applications pursuant to state law and issued in the name of the United States do not establish water rights under the federal reserved water right doctrine. Changes to these rights can only be accomplished through state law proceedings.
4. Each of the preceding conditions is included in and made a part of any permit issued pursuant to either of the above 65-13381 and 63-11821.
5. That Mr. and Mrs. Dobson will be furnished a copy of each of the above applications and will be promptly given a copy of any permit issued pursuant to either of the above applications.

The written recognition and approval of the above by the applicant, Bogus Basin Recreational Association, Inc. is requested and your attention to this will be appreciated.

Yours truly,

Handwritten signature: W. A. ...
W. A. ...

CVM:ba

SEP 21 1992

CLAUDE V. MARCUS
CRAIG MARCUS
BARRY MARCUS
GALE M. MERRICK
GARY L. MONTGOMERY
JOHN C. KEENAN

LAW OFFICES
MARCUS, MERRICK & MONTGOMERY
MARCUS BUILDING
737 NORTH 7TH STREET
BOISE, IDAHO 83702-5595

TELEPHONE
(208) 342 3563
TELEFAX
(208) 342 2170

August 24, 1992

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AUG 26 1992

Department of Water Resources
Western Regional Office

Mr. David Tuthill, Jr.
Manager, Western Region Office
Idaho Department of Water Resources
2735 Airport Way
Boise, Idaho 83705-5082

Dear Mr. Tuthill:

I am enclosing a letter to you from a client, Ben Dobson,
concerning the Bogus Basin applications which is self-explanatory.

Yours truly,

Claude V. Marcus

CVM:ba
Enc.

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SEP 21 1992

August 19, 1992

Mr. David Tuthill, Jr.
Manager, Western Region Office
Idaho Department of Water Resources
2735 Airport Way
Boise, Idaho 83705-5082

Dear Mr. Tuthill:

Reference is made to the Bogus Basin Water Permit Applications Nos. 65-13381 and 65-13382.

Since we have a direct interest in the water sources affected by the Bogus Basin applications we noted our concern and objections.

In subsequent meetings with Bogus Basin representatives and their attorney and with Forest Service representatives they have promised and we have been assured by Bogus Basin and the Forest Service that the following conditions will be incorporated and included in the wording of any permit requested or issued by the department:

1. Each permit shall be subject to all existing water rights.
2. The water diverted under the authority of these water permits shall be used for snowmaking purposes only and may be used only during the period of November 1 through March 31, of each year.
3. Any water rights created as a consequence of these applications pursuant to state law and issued in the name of the United States do not establish water rights under the federal reserved water right doctrine. Changes to these rights can only be accomplished through state law proceedings.
4. Each of the preceding conditions is included in and made a part of any permit issued pursuant to either of the above 65-13381 and 63-11821.

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SEP 21 1992

Mr. David Tuthill, Jr.
August 19, 1992
Page 2

We have also been assured that we will be furnished copies of any permit issued under either of the applications.

With this assurance and implementation we do withdraw our objections.

Yours truly,

A handwritten signature in cursive script that reads "Ben Dobson".

Ben Dobson
Box 125
Horseshoe Bend, Idaho 83629

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DAVIS WRIGHT TREMAINE

LAW OFFICES

702 WEST IDAHO STREET • SUITE 700 • BOISE, IDAHO 83702
(208) 338-8200

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AUG 20 1992

Department of Water Resources
Western Regional Office

SCOTT L. CAMPBELL
(208) 338-8200

August 19, 1992

Mr. Steven Lester
Senior Water Rights Agent
Western Region
Idaho Department of Water Resources
2735 Airport Way
Boise, Idaho 83705

Re: Applications for Water Permits Nos. 65-13381 and 65-13382

Dear Steve:

I have enclosed a copy of correspondence dated August 14, 1992, from Cathy Barbouletos to Mr. Claude Marcus, regarding Application for Water Permit No. 65-13381.

I provided a copy of my correspondence to Mr. Marcus dated August 3, 1992, to Mr. David R. Tuthill, Jr., Manager of the Western Region Office of the Idaho Department of Water Resources.

As I indicated to you during our telephone conversation of August 18, 1992, I have spoken to Mr. Marcus by telephone to confirm that his clients are willing to withdraw their protest against the above-referenced applications. Mr. Marcus indicated that he would confirm this fact with his clients in the near future and provide a written withdrawal of the protests based upon the understanding which has been reached between the Dobsons and Bogus Basin Recreational Association and the U.S.D.A. Forest Service. After you receive that written notification from Mr. Marcus, please contact me by telephone, so that I can discuss with you the processing of these applications by the Idaho Department of Water Resources. Because of the substantial lead time on ordering equipment and the significant financial investment associated with the purchase of the equipment, our client is very interested in obtaining expedited processing of the applications for permit, to the extent that this is possible. Therefore, please contact me by telephone as soon as you have received the notice of withdrawal by the Dobsons.

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FAX (208) 338-8299

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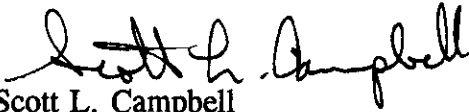
Davis Wright Tremaine

Mr. Steven Lester
August 19, 1992
Page 2

I sincerely appreciate your cooperation and courtesy in this regard.

Very truly yours,

DAVIS WRIGHT TREMAINE


Scott L. Campbell

SLC:md
Enclosure

cc: Mike Shirley (w/encl.)
Steve Shake (w/encl.)
David R. Tuthill, Jr. (w/encl.)
John Thornton (w/encl.)
Claude Marcus, Esq. (w/encl.)

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SEP 21 1992

United States
Department of
Agriculture

Forest
Service

Boise
National
Forest

1750 Front Street
Boise, ID 83702
(208) 364-4100

2540

August 14, 1992

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AUG 20 1992

Law Offices
Marcus, Merrick & Montgomery
Marcus Bldg.
737 North 7th Street
Boise, ID 83702-5595

Department of Water Resources
Western Regional Office

Re: Application for Water Permit #65-13381

Mr. Claude Marcus

I have received a copy of your July 30, 1992 letter to Mr. Scott Campbell, attorney representing Bogus Basin Ski Area. In your letter you had five conditions to be agreed upon in order for your client to withdraw the protest for the application for water permits for snow making at Bogus Basin Ski Area. All five of the points of understanding you have identified are in acceptance with the U.S.D.A. Forest Service. Please consider this correspondence to constitute the written recognition and approval by the U.S.D.A. Forest Service of the five conditions set forth in your correspondence of July 30, 1992.

I suggest that it would be appropriate to notify Mr. David R. Tuthill, Manager of the Western Regional Office of the Idaho Department of Water Resources, that your clients withdraw their protest. That should provide sufficient documentation for the department to proceed.

Sincerely,

for Cathy Baubuletos

STEPHEN P. MEALEY
Forest Supervisor

RECORDED

SEP 21 1992

TUESDAY

AUGUST 3, 92

GENTLEMEN;

RE. APPLICATION FOR WATER PERMIT #65-13381 &
63-11821.

Department of Water Resources
Western Regional Office

WE VIRGINIA M JAMES & J.N. JAMES DO
HEREBY WITHDRAW OUR PROTEST, AS LONG
AS CONDITIONS ARE MET, WITH REGARDS TO
OUR MEETING OF JUNE 25th, 1992, AS RAISED
BY MR CLAUDE MARCUS. ALSO, THERE WILL BE
A SMALL CANVAS DAM PLACED TO ONLY COVER
FOOT VALVE, AND NO POND OR RESERVOIR
WILL BE ESTABLISHED. AS STATED IN YOUR
LETTER MR CAMPBELL, "ALL EXISTING WATER
PERMITS WILL TAKE PRECEDENCE OVER
THESE PERMITS FROM NOV 1 - MARCH 31 OF
EACH YEAR —

~~ATT:~~ ATT: SCOTT CAMPBELL
JOHN THORNTON
DON PETERSON

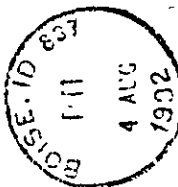
Sincerely;

J.N. James

This is copy of letter to Forest
& does not constitute withdrawal
water right appl. protest.

SEP 21 1992
JN 8/25/92

J.N. James
HC 33 Box 4015
Boise, ID 83706



U.S. DA FOREST SERVICE
STEVEN P. MAREY
FOREST SUPERVISOR
BOISE RANGER DISTRICT
5423 WARM SPRINGS AVE
BOISE, ID 83712

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SEP 21 1992

CONVERSATION MEMORANDUM

DATE 8/18/92
FILE 65-13381 + 65-13382

NAME OF PARTY Scott Campbell 338-8200
EMPLOYEE Steve Lester

Bogus B.S. & Apples.

RE: _____

*If withdrawal of any protests is received,
call Scott Campbell to discuss - per his
request today.*

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SEP 21 1992

DAVIS WRIGHT TREMAINE

LAW OFFICES

702 WEST IDAHO STREET • SUITE 700 • BOISE, IDAHO 83702
(208) 338-8200

✓ Dnr ✓
File — **RECEIVED**
JUL - 7 1992

Department of Water Resources
Western Regional Office

SCOTT L. CAMPBELL
(208) 338-8200

July 6, 1992

Mr. Ben Dobson
P. O. Box 125
Horseshoe Bend, ID 83629

Time letter sent to:
Ben Dobson
John James
Louise Whitford
Ron Paul
Neo Morris
Claude V. Marcus

Re: Applications for Water Permit Nos. 65-13381 and ~~63~~-11821

Dear Mr. Dobson:

This correspondence is being provided jointly by Stephen P. Mealey, Forest Supervisor of the U.S.D.A. Forest Service and by Scott Campbell, attorney representing Bogus Basin Recreational Association, Inc., to document three items of interest which were raised by Mr. Claude Marcus at the meeting, conducted on June 25, 1992, at the U.S.D.A. Forest Service, Boise Ranger District office, 5493 Warm Springs Avenue, Boise, Idaho.

The following documents the positions of the U.S.D.A. Forest Service and the Bogus Basin Recreational Association, Inc. regarding the above-referenced applications for water permits:

In exchange for withdrawal of the protests presently pending against the three applications for water permit, the U.S.D.A. Forest Service and the Bogus Basin Recreational Association, Inc. agree to include as specific conditions on any water permits issued pursuant to these applications, the following items:

1. Each permit shall be subject to all existing water rights.
2. The water diverted under the authority of these water permits shall be used for snowmaking purposes only and may be used only during the period of November 1 through March 31, of each year.
3. Any water rights created as a consequence of these applications pursuant to state law and issued in the name of the United States do not establish water rights under the federal reserved water right doctrine. Changes to these rights can only be accomplished through state law procedures.

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FAX (208) 338-8299

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Davis Wright Tremaine

Mr. Ben Dobson

July 6, 1992

Page 2

The U.S.D.A. Forest Service and Bogus Basin Recreational Association, Inc. is providing a copy of this correspondence to the Idaho Department of Water Resources so that it is fully informed of the representations that the applicants are making to the protestants in this regard.

If these representations and special conditions are sufficient to satisfy your concerns with regard to these applications, please communicate that fact to Scott Campbell and John Thornton, U.S.D.A. Forest Service, Boise Ranger District, 5493 Warm Springs Avenue, Boise, Idaho 83712, in writing. If you have additional concerns or questions, please address those to them, as well, and they will attempt to provide acceptable answers. If you indicate that you would be willing to withdraw your protests on the basis of the special conditions outlined above, we can then communicate that fact to the Idaho Department of Water Resources. Based upon your withdrawal of the protests, those conditions would be made a part of any water permits issued by the Department after further processing.

Please do not hesitate to contact either Scott Campbell or John Thornton, if you have any additional questions or concerns.

Very truly yours,

U.S.D.A. FOREST SERVICE

DAVIS WRIGHT TREMAINE

Cathy Barbouletos

Scott L. Campbell
Scott L. Campbell

for Stephen P. Mealey
Forest Supervisor

cc: David R. Tuthill, Jr.
Steve Lester
Mike Shirley
Steve Shake

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SEP 21 1992

DAVIS WRIGHT TREMAINE

LAW OFFICES

702 WEST IDAHO STREET • SUITE 700 • BOISE, IDAHO 83702
(208) 338-8200

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JUL -7 1992

Department of Water Resources
Western Regional Office

SCOTT L. CAMPBELL
(208) 338-8200

July 6, 1992

Mr. Steve Dobson
P.O. Box 366
Horseshoe Bend, ID 83629

Re: Applications for Water Permit Nos. 65-13381 and 63-11821

Dear Mr. Dobson:

This correspondence is being provided jointly by Stephen P. Mealey, Forest Supervisor of the U.S.D.A. Forest Service and by Scott Campbell, attorney representing Bogus Basin Recreational Association, Inc., to document three items of interest which were raised by Mr. Claude Marcus at the meeting, conducted on June 25, 1992, at the U.S.D.A. Forest Service, Boise Ranger District office, 5493 Warm Springs Avenue, Boise, Idaho.

The following documents the positions of the U.S.D.A. Forest Service and the Bogus Basin Recreational Association, Inc. regarding the above-referenced applications for water permits:

In exchange for withdrawal of the protests presently pending against the three applications for water permit, the U.S.D.A. Forest Service and the Bogus Basin Recreational Association, Inc. agree to include as specific conditions on any water permits issued pursuant to these applications, the following items:

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SEP 21 1992

FAX. (208) 338-8299

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Davis Wright Tremaine

Mr. Steve Dobson
July 6, 1992
Page 2

The U.S.D.A. Forest Service and Bogus Basin Recreational Association, Inc. is providing a copy of this correspondence to the Idaho Department of Water Resources so that it is fully informed of the representations that the applicants are making to the protestants in this regard.

If these representations and special conditions are sufficient to satisfy your concerns with regard to these applications, please communicate that fact to Scott Campbell and John Thornton, U.S.D.A. Forest Service, Boise Ranger District, 5493 Warm Springs Avenue, Boise, Idaho 83712, in writing. If you have additional concerns or questions, please address those to them, as well, and they will attempt to provide acceptable answers. If you indicate that you would be willing to withdraw your protests on the basis of the special conditions outlined above, we can then communicate that fact to the Idaho Department of Water Resources. Based upon your withdrawal of the protests, those conditions would be made a part of any water permits issued by the Department after further processing.

Please do not hesitate to contact either Scott Campbell or John Thornton, if you have any additional questions or concerns.

Very truly yours,

U.S.D.A. FOREST SERVICE

DAVIS WRIGHT TREMAINE

for *Cathy Barbalet*

Stephen P. Mealey
Forest Supervisor

Scott L. Campbell

Scott L. Campbell

cc: David R. Tuthill, Jr.
Steve Lester
Mike Shirley
Steve Shake

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DAVIS WRIGHT TREMAINE

LAW OFFICES

702 WEST IDAHO STREET • SUITE 700 • BOISE, IDAHO 83702
(208) 338-8200

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JUL -7 1992

Department of Water Resources
Western Regional Office

SCOTT L. CAMPBELL
(208) 338-8200

July 6, 1992

Mr. J. N. James
HC 33 Box 4015
Boise, ID 83706

Re: Applications for Water Permit Nos. 65-13381 and 63-11821

Dear Mr. James:

This correspondence is being provided jointly by Stephen P. Mealey, Forest Supervisor of the U.S.D.A. Forest Service and by Scott Campbell, attorney representing Bogus Basin Recreational Association, Inc., to document three items of interest which were raised by Mr. Claude Marcus at the meeting, conducted on June 25, 1992, at the U.S.D.A. Forest Service, Boise Ranger District office, 5493 Warm Springs Avenue, Boise, Idaho.

The following documents the positions of the U.S.D.A. Forest Service and the Bogus Basin Recreational Association, Inc. regarding the above-referenced applications for water permits:

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Davis Wright Tremaine

Mr. J. N. James

July 6, 1992

Page 2

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If these representations and special conditions are sufficient to satisfy your concerns with regard to these applications, please communicate that fact to Scott Campbell and John Thornton, U.S.D.A. Forest Service, Boise Ranger District, 5493 Warm Springs Avenue, Boise, Idaho 83712, in writing. If you have additional concerns or questions, please address those to them, as well, and they will attempt to provide acceptable answers. If you indicate that you would be willing to withdraw your protests on the basis of the special conditions outlined above, we can then communicate that fact to the Idaho Department of Water Resources. Based upon your withdrawal of the protests, those conditions would be made a part of any water permits issued by the Department after further processing.

Please do not hesitate to contact either Scott Campbell or John Thornton, if you have any additional questions or concerns.

Very truly yours,

U.S.D.A. FOREST SERVICE

DAVIS WRIGHT TREMAINE

for Cathy Barberis
Stephen P. Mealey
Forest Supervisor

Scott L. Campbell
Scott L. Campbell

cc: David R. Tuthill, Jr.
Steve Lester
Mike Shirley
Steve Shake

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DAVIS WRIGHT TREMAINE

LAW OFFICES

702 WEST IDAHO STREET • SUITE 700 • BOISE, IDAHO 83702
(208) 338-8200

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JUL -7 1992

Department of Water Resources
Western Regional Office

SCOTT L. CAMPBELL
(208) 338-8200

July 6, 1992

Lou & Joe Whitead
HC 33 Box 4056
Boise, ID 83706

Re: Applications for Water Permit Nos. 65-13381 and 63-11821

Dear Mr. and Mrs. Whitead:

This correspondence is being provided jointly by Stephen P. Mealey, Forest Supervisor of the U.S.D.A. Forest Service and by Scott Campbell, attorney representing Bogus Basin Recreational Association, Inc., to document three items of interest which were raised by Mr. Claude Marcus at the meeting, conducted on June 25, 1992, at the U.S.D.A. Forest Service, Boise Ranger District office, 5493 Warm Springs Avenue, Boise, Idaho.

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Davis Wright Tremaine

Lou & Joe Whitead
July 6, 1992
Page 2

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Please do not hesitate to contact either Scott Campbell or John Thornton, if you have any additional questions or concerns.

Very truly yours,

U.S.D.A. FOREST SERVICE

DAVIS WRIGHT TREMAINE

Cathy Barbuleto

Scott L. Campbell
Scott L. Campbell

SP
Stephen P. Mealey
Forest Supervisor

cc: David R. Tuthill, Jr.
Steve Lester
Mike Shirley
Steve Shake

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SEP 21 1992

DAVIS WRIGHT TREMAINE

LAW OFFICES

702 WEST IDAHO STREET • SUITE 700 • BOISE, IDAHO 83702
(208) 338-8200

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JUL -7 1992

Department of Water Resources
Western Regional Office

SCOTT L. CAMPBELL
(208) 338-8200

July 6, 1992

Mr. & Mrs. Ron Paul
HC 33 Box 4096
Boise, ID 83706

Re: Applications for Water Permit Nos. 65-13381 and 63-11821

Dear Mr. and Mrs. Paul:

This correspondence is being provided jointly by Stephen P. Mealey, Forest Supervisor of the U.S.D.A. Forest Service and by Scott Campbell, attorney representing Bogus Basin Recreational Association, Inc., to document three items of interest which were raised by Mr. Claude Marcus at the meeting, conducted on June 25, 1992, at the U.S.D.A. Forest Service, Boise Ranger District office, 5493 Warm Springs Avenue, Boise, Idaho.

The following documents the positions of the U.S.D.A. Forest Service and the Bogus Basin Recreational Association, Inc. regarding the above-referenced applications for water permits:

In exchange for withdrawal of the protests presently pending against the three applications for water permit, the U.S.D.A. Forest Service and the Bogus Basin Recreational Association, Inc. agree to include as specific conditions on any water permits issued pursuant to these applications, the following items:

1. Each permit shall be subject to all existing water rights.
2. The water diverted under the authority of these water permits shall be used for snowmaking purposes only and may be used only during the period of November 1 through March 31, of each year.
3. Any water rights created as a consequence of these applications pursuant to state law and issued in the name of the United States do not establish water rights under the federal reserved water right doctrine. Changes to these rights can only be accomplished through state law procedures.

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Davis Wright Tremaine

Mr. & Mrs. Ron Paul
July 6, 1992
Page 2

The U.S.D.A. Forest Service and Bogus Basin Recreational Association, Inc. is providing a copy of this correspondence to the Idaho Department of Water Resources so that it is fully informed of the representations that the applicants are making to the protestants in this regard.

If these representations and special conditions are sufficient to satisfy your concerns with regard to these applications, please communicate that fact to Scott Campbell and John Thornton, U.S.D.A. Forest Service, Boise Ranger District, 5493 Warm Springs Avenue, Boise, Idaho 83712, in writing. If you have additional concerns or questions, please address those to them, as well, and they will attempt to provide acceptable answers. If you indicate that you would be willing to withdraw your protests on the basis of the special conditions outlined above, we can then communicate that fact to the Idaho Department of Water Resources. Based upon your withdrawal of the protests, those conditions would be made a part of any water permits issued by the Department after further processing.

Please do not hesitate to contact either Scott Campbell or John Thornton, if you have any additional questions or concerns.

Very truly yours,

U.S.D.A. FOREST SERVICE

DAVIS WRIGHT TREMAINE

for Cathy Barbuleto
Stephen P. Mealey
Forest Supervisor

Scott L. Campbell
Scott L. Campbell

cc: David R. Tuthill, Jr.
Steve Lester
Mike Shirley
Steve Shake

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DAVIS WRIGHT TREMAINE

LAW OFFICES

702 WEST IDAHO STREET • SUITE 700 • BOISE, IDAHO 83702
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Department of Water Resources
Western Regional Office

SCOTT L. CAMPBELL
(208) 338-8200

July 6, 1992

George & Earledean (Grant) Morrison
1239 County Cork Ln.
Idaho Falls, ID 83404

Re: Applications for Water Permit Nos. 65-13381 and 63-11821

Dear Mr. and Mrs. Morrison:

This correspondence is being provided jointly by Stephen P. Mealey, Forest Supervisor of the U.S.D.A. Forest Service and by Scott Campbell, attorney representing Bogus Basin Recreational Association, Inc., to document three items of interest which were raised by Mr. Claude Marcus at the meeting, conducted on June 25, 1992, at the U.S.D.A. Forest Service, Boise Ranger District office on 5493 Warm Springs Avenue, Boise, Idaho.

The following documents the positions of the U.S.D.A. Forest Service and the Bogus Basin Recreational Association, Inc. regarding the above-referenced applications for water permits:

In exchange for withdrawal of the protests presently pending against the three applications for water permit, the U.S.D.A. Forest Service and the Bogus Basin Recreational Association, Inc. agree to include as specific conditions on any water permits issued pursuant to these applications, the following items:

1. Each permit shall be subject to all existing water rights.
2. The water diverted under the authority of these water permits shall be used for snowmaking purposes only and may be used only during the period of November 1 through March 31, of each year.
3. Any water rights created as a consequence of these applications pursuant to state law and issued in the name of the United States do not establish water rights under the federal reserved water right doctrine. Changes to these rights can only be accomplished through state law procedures.

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George & Earledean (Grant) Morrison

July 6, 1992

Page 2

The U.S.D.A. Forest Service and Bogus Basin Recreational Association, Inc. is providing a copy of this correspondence to the Idaho Department of Water Resources so that it is fully informed of the representations that the applicants are making to the protestants in this regard.

If these representations and special conditions are sufficient to satisfy your concerns with regard to these applications, please communicate that fact to Scott Campbell and John Thornton, U.S.D.A. Forest Service, Boise Ranger District, 5493 Warm Springs Avenue, Boise, Idaho 83712, in writing. If you have additional concerns or questions, please address those to them, as well, and they will attempt to provide acceptable answers. If you indicate that you would be willing to withdraw your protests on the basis of the special conditions outlined above, we can then communicate that fact to the Idaho Department of Water Resources. Based upon your withdrawal of the protests, those conditions would be made a part of any water permits issued by the Department after further processing.

Please do not hesitate to contact either Scott Campbell or John Thornton, if you have any additional questions or concerns.

Very truly yours,

U.S.D.A. FOREST SERVICE

for Cathy Barbour
Stephen P. Mealey
Forest Supervisor

DAVIS WRIGHT TREMAINE

Scott L. Campbell
Scott L. Campbell

cc: David R. Tuthill, Jr.
Steve Lester
Mike Shirley
Steve Shake

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DAVIS WRIGHT TREMAINE

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Department of Water Resources
Western Regional Office

SCOTT L. CAMPBELL
(208) 338-8200

July 6, 1992

Claude V. Marcus, Esq.
Marcus, Merrick & Montgomery
737 - N. 7th St.
Boise, ID 83702-5575

Re: Applications for Water Permit Nos. 65-13381 and 63-11821

Dear Mr. Marcus:

This correspondence is being provided jointly by Stephen P. Mealey, Forest Supervisor of the U.S.D.A. Forest Service and by Scott Campbell, attorney representing Bogus Basin Recreational Association, Inc., to document three items of interest which were raised by Mr. Claude Marcus at the meeting, conducted on June 25, 1992, at the U.S.D.A. Forest Service, Ranger District office, on 5493 Warm Springs Avenue, Boise Idaho.

The following documents the positions of the U.S.D.A. Forest Service and the Bogus Basin Recreational Association, Inc. regarding the above-referenced applications for water permits:

In exchange for withdrawal of the protests presently pending against the three applications for water permit, the U.S.D.A. Forest Service and the Bogus Basin Recreational Association, Inc. agree to include as specific conditions on any water permits issued pursuant to these applications, the following items:

1. Each permit shall be subject to all existing water rights.
2. The water diverted under the authority of these water permits shall be used for snowmaking purposes only and may be used only during the period of November 1 through March 31, of each year.
3. Any water rights created as a consequence of these applications pursuant to state law and issued in the name of the United States do not establish water rights under the federal reserved water right doctrine. Changes to these rights can only be accomplished through state law procedures.

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Claude V. Marcus, Esq.

July 6, 1992

Page 2

The U.S.D.A. Forest Service and Bogus Basin Recreational Association, Inc. is providing a copy of this correspondence to the Idaho Department of Water Resources so that it is fully informed of the representations that the applicants are making to the protestants in this regard.

If these representations and special conditions are sufficient to satisfy your concerns with regard to these applications, please communicate that fact to Scott Campbell and John Thornton, U.S.D.A. Forest Service, Boise Ranger District, 5493 Warm Springs Avenue, Boise, Idaho 83712, in writing. If you have additional concerns or questions, please address those to them, as well, and they will attempt to provide acceptable answers. If you indicate that you would be willing to withdraw your protests on the basis of the special conditions outlined above, we can then communicate that fact to the Idaho Department of Water Resources. Based upon your withdrawal of the protests, those conditions would be made a part of any water permits issued by the Department after further processing.

Please do not hesitate to contact either Scott Campbell or John Thornton, if you have any additional questions or concerns.

Very truly yours,

U.S.D.A. FOREST SERVICE

DAVIS WRIGHT TREMAINE

for Cathy Barbouletos

Stephen P. Mealey
Forest Supervisor

Scott L. Campbell

Scott L. Campbell

cc: David R. Tuthill, Jr.
Steve Lester
Mike Shirley
Steve Shake

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DAVIS WRIGHT TREMAINE

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Department of Water Resources
Western Regional Office

SCOTT L. CAMPBELL
(208) 338-8200

June 17, 1992

Mr. Ben Dobson
P. O. Box 125
Horseshoe Bend, ID 83629

Re: Applications for Permit Nos. 65-13381 and 65-13382

Dear Mr. Dobson:

The Idaho Department of Water Resources recently provided me with notice that you have filed a protest against the applications for permit identified above. They have also provided a copy of your protest.

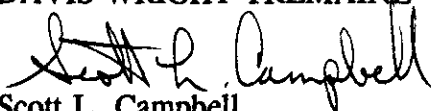
I am writing to request that you meet with me, representatives of Bogus Basin Recreational Association and representatives of the U.S. Department of Agriculture, Forest Service, concerning these applications for permit and possible resolution of the concerns evidenced in your protest. We would like to meet with you to discuss your concerns in greater detail and provide you with additional information concerning the applications for permit.

In order to accomplish these goals, we are requesting that you attend a meeting at the Boise District office of the Boise National Forest located at 5493 Warm Springs Avenue, Boise, Idaho. We are suggesting that you meet with us on **June 25, 1992 at 9:00 a.m.** If that time and date is not acceptable, please contact me by telephone and we will attempt to arrange a different time and date.

Thank you for your anticipated cooperation. We look forward to meeting with you on June 25, 1992.

Very truly yours,

DAVIS WRIGHT TREMAINE


Scott L. Campbell

SLC:md

cc: David R. Tuthill, Jr.
Mike Shirley
Don Peterson
John Thornton

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Department of Water Resources
Western Regional Office

SCOTT L. CAMPBELL
(208) 338-8200

June 9, 1992

Mr. Steven Lester
Senior Water Rights Agent
Western Region Office
Idaho Department of Water Resources
2735 Airport Way
Boise, Idaho 83705

VIA HAND-DELIVERY

Re: **Assignments of Applications for Permit Nos. 65-13381 and 63-11821,
Letter Agreement and Memorandum of Understanding**

Dear Steve:

Pursuant to my prior discussions with you, I have enclosed two (2) executed original Assignment of Application for Permit forms with regard to Application for Permit Nos. 65-13381 and 63-11821. These Assignments assign all right, title and interest of the Bogus Basin Recreational Association Inc. to the U.S.D.A. Forest Service.

Additionally, I have enclosed a copy of the Letter Agreement and the Memorandum of Understanding between Bogus Basin Recreational Association, Inc. and the U.S.D.A. Forest Service. Pursuant to these documents, Bogus Basin will continue to participate in the permitting process even though it has assigned its legal title in the applications to the Forest Service. Therefore, I request that I be placed on your service and correspondence list so that I will receive copies of all notices, documents, and correspondence pertaining to these applications. Thank you for your cooperation.

Very truly yours,

DAVIS WRIGHT TREMAINE


Scott L. Campbell

SLC:md
Enclosures

cc: Mike Shirley (w/encls.)
Gary Boyle (w/encls.)
John Thornton (w/encls.)

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Department of Water Resources
Western Regional Office

SCOTT L. CAMPBELL
(208) 338-8200

June 8, 1992

Mr. Gary Boyle
Water Rights Program Manager
U.S. Forest Service, Region IV
324 - 25th Street
Ogden, Utah 84401

*file in
63-11821 and
65-13381*

Mr. John Thornton
Hydrologist
Boise Ranger District
U.S.D.A. Forest Service
5493 Warm Springs Avenue
Boise, Idaho 83712

**Re: Letter Agreement Between Bogus Basin Recreational Association, Inc. and
U.S.D.A. Forest Service**

Dear Gentlemen:

Pursuant to our telephone conference call on June 2, 1992, regarding the pending Applications for Water Permit Nos. 63-11821 (Pine Creek as the source) and 65-13381 (unnamed stream tributary to Bogus Creek as the source), I am submitting this proposed letter agreement to document the understanding between Bogus Basin Recreational Association, Inc. (Bogus Basin) and the U.S.D.A. Forest Service (Forest Service) concerning these applications.

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In order to resolve the concerns of the Forest Service regarding legal title and control over the water rights which may be ultimately acquired as a consequence of the above-

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Gary Boyle and
John Thornton
June 8, 1992
Page 2

referenced Applications for Water Permits, Bogus Basin and the Forest Service hereby agree to the following course of action:

1. Bogus Basin has already executed Assignments of Applications for Permit regarding Application Nos. 63-11821 and 65-13381 and has filed said Assignments with the Idaho Department of Water Resources. These Assignments modify the applicant on the applications to include the Forest Service as a co-applicant with Bogus Basin.
2. Following the conclusion of the filing period for protests against the application (5:00 p.m., June 8, 1992), Bogus Basin will execute two additional Assignments of the Applications for Permit regarding Application Nos. 63-11821 and 65-13381, conveying all right, title and interest which Bogus Basin retains in said Applications to the Forest Service as the sole applicant. These assignments will be completed no later than 5:00 p.m., June 9, 1992.

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Davis Wright Tremaine

Gary Boyle and
John Thornton
June 8, 1992
Page 3

3. Concurrent with the execution of the Assignments of Applications for Permit referenced above in Item 2 hereof, the Forest Service and Bogus Basin will execute a memorandum of understanding, setting forth the rights and responsibilities of the parties with respect to Applications for Permit Nos. 63-11821 and 65-13381 and any subsequent water rights derived from those applications.
4. The Forest Service and Bogus Basin will cooperate in any future proceeding involving the processing of Applications for Water Permit Nos. 63-11821 and 65-13381, including, but not limited to, any formal conferences, hearings or other proceedings before the Idaho Department of Water Resources, or any state court.

This correspondence constitutes the general understanding of the Forest Service and Bogus Basin concerning their mutual rights, responsibilities and duties with respect to the Applications for Water Permit Nos. 63-11821 and 65-13381.

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Gary Boyle and
John Thornton
June 8, 1992
Page 4

The Forest Service and Bogus Basin have indicated their understanding, concurrence, and acceptance of the terms set forth in this letter agreement by the execution of their respective representatives, as set forth below.

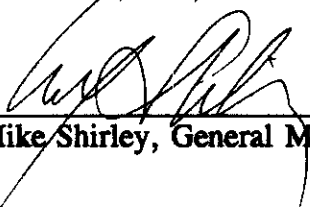
Very truly yours,

DAVIS WRIGHT TREMAINE


Scott L. Campbell

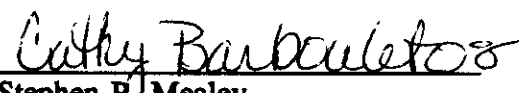
SLC:md

BOGUS BASIN RECREATIONAL
ASSOCIATION, INC.


Mike Shirley, General Manager

6-8-92
Date

U.S.D.A. FOREST SERVICE


for Stephen P. Mealey
Forest Supervisor
Boise National Forest
U.S.D.A. Forest Service

6/8/92
Date

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is executed this 8th day of June, 1992, by and between Bogus Basin Recreational Association, Inc. (Bogus Basin), a non-profit corporation, duly incorporated under the laws of the State of Idaho, and the U.S. Department of Agriculture, Forest Service (Forest Service), an agency of the United States Government.

W I T N E S S E T H:

WHEREAS, Bogus Basin and the Forest Service have a mutual desire to obtain the issuance of water permits under Applications for Permit Nos. 63-11821 and 65-13381, presently on file with the Idaho Department of Water Resources; and

WHEREAS, Forest Service manages the National Forest System lands upon which the points of diversion for the water rights under Applications for Permit Nos. 63-11821 and 65-13381 are located; and

WHEREAS, Forest Service manages the National Forest System lands upon which Bogus Basin operates the Bogus Basin Ski Resort, pursuant to Forest Service permits issued in the name of the Bogus Basin Recreational Association, Inc.; and

WHEREAS, Forest Service manages the National Forest System lands designated as the place of use of the snow which will be produced from the water diverted under the Applications for Permit Nos. 63-11821 and 65-13381; and

WHEREAS, Bogus Basin will invest substantial amounts of money in the acquisition of snowmaking equipment and ancillary equipment for the diversion of water pursuant to any permits or water rights which are issued pursuant to the Applications for Permit Nos. 63-11821 and 65-13381; and

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WHEREAS, upon obtaining Forest Service authorization, Bogus Basin will operate the diversion system and the snowmaking equipment to apply the water diverted under any water rights or permits issued pursuant to Applications for Permit Nos. 63-11821 and 65-13381 and put said water to beneficial use by producing snow on the lands designated as the place of use, in accordance with the Forest Service permits naming Bogus Basin Recreational Association as the operator of the Bogus Basin Ski Resort.

NOW, THEREFORE, in consideration of the mutual benefits to be received by Bogus Basin and the Forest Service and other good and valuable consideration received by both parties, which is hereby acknowledged, Bogus Basin and the Forest Service covenant and agree as follows:

1. Bogus Basin and the Forest Service hereby agree that the U.S.D.A. Forest Service will be the named applicant in Applications for Water Permit Nos. 63-11821 and 65-13381 for purposes of holding legal title to the water rights.
2. The parties agree that Bogus Basin will be the actual beneficial user of the water diverted pursuant to any permits or water rights subsequently issued pursuant to Applications for Water Permit Nos. 63-11821 and 65-13381.
3. The parties agree that Bogus Basin, by virtue of its status as beneficial user of any water diverted under water rights subsequently acquired pursuant to the Applications for Permit No. 63-11821 and 65-13381 shall have full authority and power to actively participate in negotiations, communications (oral or written), formal meetings, hearings, or any other proceedings before the Idaho Department of Water Resources or the state courts of the State of

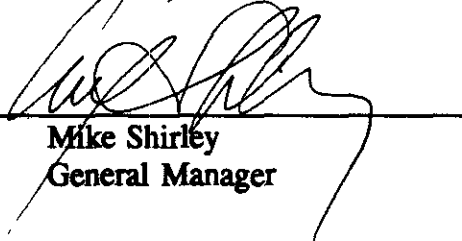
SEP 21 1992

Idaho, involving or relating to Applications for Permit Nos. 63-11821 and 65-13381, or any subsequently issued water rights pertaining thereto.

4. The parties agree that the rights and entitlements of Bogus Basin hereunder shall continue in full force and effect so long as the Forest Service general and special use permits, as amended, presently issued to Bogus Basin Recreational Association, Inc. for the operation of the Bogus Basin Ski Resort on National Forest System lands continue in effect. At the conclusion or termination of said Forest Service general or special use permits, without renewal, all rights, title and interest granted to Bogus Basin pursuant to this Memorandum of Understanding shall terminate.

DATED this 30th day of June, 1992.

BOGUS BASIN RECREATIONAL
ASSOCIATION, INC.

By: 

Mike Shirley
General Manager

U.S.D.A. FOREST SERVICE

By: 

 Stephen P. Mealey
Forest Supervisor
Boise National Forest
U.S.D.A. Forest Service

SEP 21 1992



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

June 10, 1992

US DEPT OF AGRICULTURE
FOREST SERVICE
324 25TH ST
OGDEN UT 84401

BOGUS BASIN RECREATIONAL ASSOC INC
C/O SCOTT L CAMPBELL
DAVIS WRIGHT TREMAINE
702 W IDAHO STE 700
BOISE ID 83702

Re: Applications for Permit Nos. 65-13381 and 65-13382

Dear Applicant:

Enclosed is a copy of a protest(s) filed against the issuance of a permits pursuant to the above-referenced applications. The Department suggests that you contact the protestant(s) and attempt to resolve the protest(s).

If this office has not been advised within twenty (20) days that the protest(s) has been resolved, the matter will be scheduled for a conference. At such a conference, the following are the principle items the Department will review (per Section 42-203, Idaho Code):

1. Will the proposed use reduce the quantity of water under existing water rights?
2. Is the proposed water supply insufficient for the purposes intended?
3. Is the application made in good faith or for delay or speculative purposes?
4. Has the applicant sufficient financial resources with which to complete the project?
5. Will the proposed use under this permit conflict with the local public interest?
6. Will the proposed use be contrary to conservation of water resources within the state of Idaho?

Please contact this office if you have questions regarding this procedure.

Sincerely,

DAVID R. TUTHILL, JR., P.E.
Manager, Western Regional Office

SEP 21 1992



State of Idaho
DEPARTMENT OF WATER RESOURCES

Western Region, 2735 Airport Way, Boise, Idaho 83705-5082 - (208) 334-2190

CECIL D. ANDRUS
GOVERNOR

R. KEITH HIGGINSON
DIRECTOR

June 10, 1992

BEN DOBSON
PO BOX 125
HORSESHOE BEND ID 83629

Re: Applications for Permit No. 65-13381 in the Name of Bogus
Basin Recreational Assoc. and U.S. Forest Service and No.
65-13382 in the Name of Bogus Basin Recreational Assoc.

Dear Protestant:

This office acknowledges receipt of your protest to the
issuance of a permits pursuant to the above referenced
applications. The Department suggests you contact the
applicant(s) directly in an effort to determine what is
proposed by the applications and to attempt to resolve the
protest.

If this office has not been advised within twenty (20) days
that the protest has been resolved, the matter will be
scheduled for conference. At such a conference, the following
are the principle items the Department can consider in either
approving or denying an application or permit (Section 42-203,
Idaho Code):

1. Will the proposed use reduce the quantity of water
under existing water rights?
2. Is the proposed water supply insufficient for the
purposes intended?
3. Is the application made in good faith or for delay
or speculative purposes?
4. Has the applicant sufficient financial resources
with which to complete the project?
5. Will the proposed use under this permit conflict
with the local public interest?
6. Will the proposed use be contrary to conservation
of water resources within the state of Idaho?

If this office can be of further assistance, please contact us.

Sincerely,

DAVID R. TUTHILL, JR., P. E.
Manager, Western Regional Office

DRT/st

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Mr. Keith Higgins
Director Water Resources

I wish to protest Pangu
Basin Recreational Association
Inc. C/o Capt J. Campbell
Permit for water right
no 65-13381 & 65-13382.

I feel these permits would
deteriorate water which is
extremely low for my stock
and irrigation.

Sincerely

Ken Labson

JUN 3 1992

Department of Water Resources
Western Regional Office

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DAVIS WRIGHT TREMAINE

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Department of Water Resources
Western Regional Office

SCOTT L. CAMPBELL

(208) 338-8200

June 3, 1992

Steven Lester *SL*

Senior Water Rights Agent

Western Region Office

Idaho Department of Water Resources

2735 Airport Way

Boise, Idaho 83705

VIA HAND-DELIVERY

Re: **Applications for Water Permits Nos. 63-11821 and 65-13381**

Dear Steve:

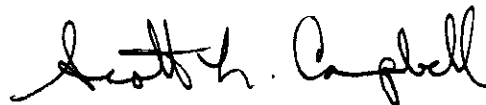
Pursuant to our conversation in your office yesterday, June 2, 1992, I have enclosed executed originals of Assignment of Application for Permits regarding the above-referenced application numbers. These documents assign the interest of the applicant, Bogus Basin Recreational Association, to the U.S.D.A. Forest Service and Bogus Basin Recreational Association jointly.

Please advise me if you require any additional documentation to accomplish this assignment.

Thank you for your assistance.

Very truly yours,

DAVIS WRIGHT TREMAINE



Scott L. Campbell

SLC:md

Enclosures

cc: Michael Shirley (w/encls.)
Gary Boyle (w/encls.)
John Thornton (w/encls.)

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FAX: (208) 338-8299

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CONVERSATION MEMORANDUM

DATE 5/8/92

FILE _____

NAME OF PARTY Scott Campbell, Atty. for Began Bros Race Assoc Inc
EMPLOYEE Steve LesterRE: 3 ADPL. FOR PERMIT FOR SNOWMAKING:

(1) "Pine Ck" → source = south fork Pine Ck.
trib = Pine Ck.
P/U = SW 1/4 (all 4 tracts)

(2) "Shoof Ck" → source = unnamed stream
trib. = Bogus Ck.
P/U = S. 9 NESE 1/4
 S. 10 NWSW

ABOVE INFO PER topo (SEE "REVIEWER'S topo")

(3) ADD REMARK TO ALL 3 & ADVERTISE THIS
REMARK:

This right, when combined with right nos X &
Y, shall not exceed .34 cfs.

(4) TO BE ADVERTISED IN "IDaho World" (Id. City)
on Wed 5/20 & 5/27. ADTEST DEADLINE
is 6/8/92.

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CC: Sent to S. Campbell (along with receipt W014657)
on 5/8/92

DAVIS WRIGHT TREMAINE

LAW OFFICES

702 WEST IDAHO STREET • SUITE 700 • BOISE, IDAHO 83702
(208) 338-8200

SCOTT L. CAMPBELL
(208) 338-8219

May 7, 1992

Steven Lester
Senior Water Rights Agent
Western Region Office
Idaho Department of Water Resources
2735 Airport Way
Boise, Idaho 83705

VIA HAND-DELIVERY

Re: **Applications for Water Permit in the Name of Bogus Basin Recreational Association, Inc.**

Dear Steve:

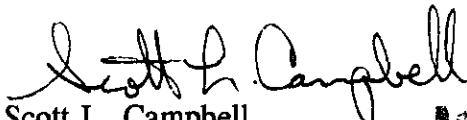
Pursuant to our prior discussions, I have enclosed executed originals of three (3) Applications for Water Permit in the name of Bogus Basin Recreational Association, Inc. These applications are all for water rights for snowmaking purposes at the Bogus Basin Ski Resort. I have also enclosed a check in the amount of \$135.00, which represents the filing fee of \$45.00 per application.

Please consider these applications for filing and processing as soon as possible. We would like to have the public notice for these applications published at the next possible opportunity. In this regard, please advise me by correspondence when the publication dates will be. Additionally, please direct any future correspondence or questions concerning these applications to me directly.

Thank you for your anticipated cooperation.

Very truly yours,

DAVIS WRIGHT TREMAINE


Scott L. Campbell

SLC:md
Enclosures

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SEP 21 1992

cc: Mike Shirley

FAX: (208) 338-8299

ANCHORAGE, ALASKA • BELLEVUE, WASHINGTON • HONOLULU, HAWAII • LOS ANGELES, CALIFORNIA
PORTLAND, OREGON • RICHLAND, WASHINGTON • SAN FRANCISCO, CALIFORNIA • SEATTLE, WASHINGTON • WASHINGTON, D.C.

ORIGINAL

12/59

Case Designation:

2710

Special Use Permits

Bogus Basin Recreational Assoc., Inc.

Winter Sports

1/26/42



SPECIAL USE PERMIT

Boise National Forest.

Permission is hereby granted to Bogus Basin Recreational Association, Inc.

of Boise, Idaho

hereinafter called the permittee, to use, subject to the conditions set out below, the following-described lands or improvements: NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ sec. 21, W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ sec. 22, T. 5 N., R. 3 E., B.M., containing 300 acres, more or less, and including rights-of-way for the following up-hill facilities as shown on the attached Form 878 dated 10/24/57, revised 5/14/59 by W.S.R.

	Total	State	F.S.		Total	State	F.S.
Chair lift	66' x 3965'	200'	3765'	Pomalift No.1	66' x 2400'	200'	2200'
T-bar	66' x 3300'	245'	3055'	Pomalift No.2	66' x 2350'	0'	2350'

Of the total of 12,015 feet of lift, 11,370 feet are located on national forest lands.

This permit covers 300 ^{more or less} acres/and/or ----- miles for the purpose of:

Constructing, operating, and maintaining the Bogus Basin Ski Area; constructing, operating, and maintaining the lifts and tows indicated above; constructing and maintaining ski trails and ski runs as approved by the forest supervisor.

The exercise of any of the privileges granted in this permit constitutes acceptance of all the conditions of this permit.

1. In consideration for this use, the permittee shall deposit with the Regional Fiscal Agent, Forest Service, (See Clause 18) -----, a check, draft, or money order made payable to the Treasurer of the United States in the sum of ----- dollars (\$ -----) for the period from -----, 19 -----, to -----, 19 -----, and thereafter annually on -----, 19 -----.

----- dollars (\$ -----). The charges for this use may be readjusted from time to time to place this permit on a basis consistent with the charge to other permittees for like privileges.

1992

18. This use is classified as Class III and the fees due the United States shall be calculated according to the following schedule:
1 1/2% of net sales and other income from the ski lifts and tows operated all or partially on national forest lands.

A minimum fee of \$25.00 will apply for the fiscal year 1960, and thereafter \$85.00 per annum is established as the minimum fee for this permit which shall be a minimum occupancy fee, due in advance, and not subject to refund.

The permittee will send to the Forest Supervisor, 210 Main Street, Boise, Idaho, on or before August 30 of each year a statement of net sales and of other income resulting from the operations under this permit, or a profit and loss statement or other evidence, satisfactory to the Forest Supervisor, of the business transacted by the permittee.

The Forest Supervisor may require that any such statement be sworn to, and shall have the further right to examine the permittee's accounting records and supporting data.

The Forest Service shall have the right to require the permittee to maintain an acceptable accounting system, and shall have the right to require the permittee, at his expense, to have his books audited by an accountant acceptable to the Forest Service and furnish to the Forest Service a copy of the audit report.

Upon receipt of a satisfactory statement from the permittee, the Forest Supervisor will calculate the fees due according to the above percentage and will bill the permittee for this amount, less the amount of the minimum fee paid in advance, provided the latter is less than the calculated fee. If the minimum fee paid in advance is greater than the calculated fee, no refund will be made.

In consideration for this use, the permittee shall deposit with the Regional Fiscal Agent, U. S. Forest Service, Ogden, Utah, a check, draft, or money order made payable to the Forest Service, USDA, as follows:

1. On or before December 1, 1959, \$25.00.
2. On or before July 1 of each year beginning July 1, 1960, \$85.00, which is the established minimum fee for this use.
3. Within 30 days of receipt of statement from the Forest Supervisor, the amount calculated in accordance with the above percentage of the net sales and other income reported by the permittee and accepted by the Forest Supervisor.

The percentage fee for this use may be adjusted July 1, 1964, and at the beginning of each 5-year period thereafter.

RECORDED
SEP 21 1992

19. Net Sales - The term, net sales, for the purpose of calculating the fee under this permit, shall be the gross amounts derived from all sources of the business conducted on the permitted area, minus the following items:
- a. State Sales Tax.
 - b. Federal Excise Taxes required to be collected by the permittee from the customer and paid by him to the Government.
 - c. State Gasoline Tax.
 - d. Refunds and allowances.
20. The rates to be charged the public will be reasonable. The proposed schedule rates for the use of all ski lifts will be filed with the forest supervisor for his approval before the lift is placed in operation for public use. Any proposed subsequent changes in the rates as originally established must receive prior approval by the forest supervisor before being put into effect.
21. At all times when any of the operations authorized by this permit are open to the public, the permittee shall have in force public liability insurance giving protection to the extent of a minimum \$50,000.00, in the event of death or injury to one individual, and \$100,000.00 in the event of death or injury to more than one individual, if such death or injury arises in connection with the construction, operation, maintenance, or use of the ski lift and/or ski tow facilities and equipment authorized in this permit. The permittee will have the company issuing the foregoing insurance send one copy of each policy to the forest supervisor immediately after it is issued. The permittee will inform the insurance company that thereafter the company is authorized and directed to notify the forest supervisor promptly of any extensions, terminations, or other changes made in the policy, and to send copies of all new insurance policies to the forest supervisor immediately upon their issuance.
22. 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, facilities, or equipment by the permittee under this permit or by the permittee's customers or guests while using the area; provided this shall not be construed to indemnify the United States against its own negligence.
23. In connection with the performance of work under this permit, the permittee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision 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 hereafter in conspicuous places, available for employees and applicants for employment,

SEP 21 1992

notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The permittee further agrees to insert the foregoing provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

24. The permittee and his employees shall not discriminate because of race, religion, color, or national origin against any person by refusing to furnish such person any accommodation, facility, service, or privilege offered to or enjoyed by the general public. Nor shall the permittee or his employees publicize the accommodations, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of race, religion, color, or national origin. The permittee shall include and require compliance with a provision similar to the one contained in this requirement in any subcontract made with respect to the operations authorized hereunder.
25. The permittee in cooperation with the forest supervisor or his representative will prepare a safety plan for the Bogus Basin winter-sports area. This plan will cover the specific hazards of the area and designate the party responsible for the action to be taken regarding these hazards.
26. At any time when the ski tow, or lift facilities located all or partially on national forest land are offered for use by the public, the permittee shall keep them in safe working order with sufficient attendants at each terminal for handling passengers properly.
27. In the interest of public safety and service it will be the responsibility of the permittee to maintain an adequate ski patrol organization, either paid or voluntary, on the areas served by the ski tows or lifts covered by this permit at all times that said ski tows and lifts are in operation.
28. The permittee shall install and maintain adequate signs and instructions for the safety and guidance of the public using the facilities.
29. The Forest Service reserves the right to inspect ski tows or lifts at any and all times and to suspend or prohibit all use of a tow or lift, if in the opinion of the forest officer making the inspection any terms of the permit are not being satisfactorily fulfilled. Such suspension or prohibition to continue in effect until the terms of the permit and all safety requirements are satisfactorily met.
30. When required by the Forest Service, the permittee will have the cable and splice of ski tows, lifts or tram facilities located all

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SEP 21 19

or partially on national forest land, inspected by a qualified representative of a wire-rope firm. A certificate showing the condition of the cables and the estimated years of safe service remaining will be furnished the Forest Service.

31. Forest officers on official business shall be permitted to use the facilities described herein without charge.
32. The permittee is authorized to hold competitions on the area served by the lifts and tows covered by this permit, and is authorized to charge a reasonable fee for the viewing of such competitions. The forest supervisor will be notified at least ten days in advance of the date that a competition is to be held which will close the area to public use.
33. This permit does not grant permission to occupy State land. Permission for the use of such land must be secured from the State Land Commissioner.
34. This permit supersedes revised Special Use Permit approved April 14, 1958.
35. This permit shall have no force or effect until the permittee has signified his acceptance thereof by signing and returning the duplicate copy to the forest supervisor.

Dec. 7, 1959
(Date)

Herbert E. Aldridge
Forest Supervisor

The undersigned authorized officer of the Bogus Basin Recreational Association, Inc., has read the foregoing permit and agrees, for and in behalf of said corporation, that it accepts and will abide by all the terms and conditions thereof.

Attest:

December 7, 1959
(Date)

By *E. D. Fisher*
President
(Title)

W. E. Evans
Attest (Secretary)

92
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SEP 21 1992

FOREST SERVICE
FIELD MAP SHEET

Scale 1 inch = 1 mile

RECREATION ASSN

T. 5N R. 3E Sec. 21

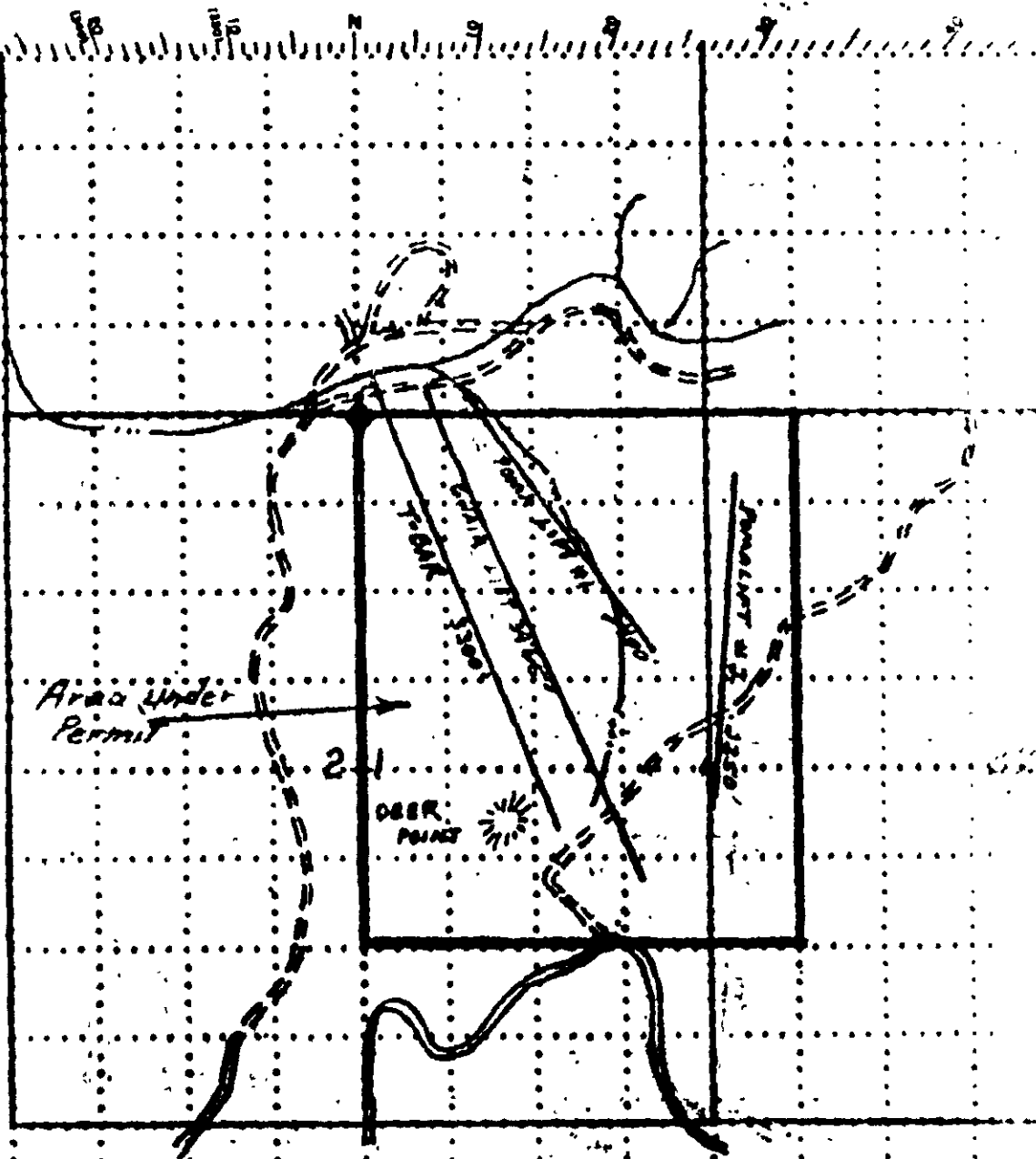
15-17

Unit

BOISE NATIONAL FOREST

Mag. Dec. 20°32' Acres 160

(See Description)



TO BOISE

STATE LAND

U.S. LAND

Field work by W. S. ROZYNEK

Date 10-24-57

Plotted by W. S. ROZYNEK

Remarks Locations made by compass & pacing

4 X corners found

Approved

ORIGINAL

2710 - Boise
Bogus Basin Recreational Association
Winter Sports
1/26/42

AMENDMENT TO SPECIAL USE PERMIT

A winter sports special use permit, authorizing the Bogus Basin Recreational Association, Inc., Boise, Idaho, to occupy certain lands within the Boise National Forest for constructing, operating, and maintaining ski tows and lifts, was accepted on behalf of the Association by E. H. Frahm on December 2, 1959, and signed by the Forest Supervisor on December 7, 1959.

The above referred special use permit is amended as follows:

Authorize a ski school.

The first paragraph of clause 18 is amended to read:

The fee for this use is computed on the basis of 1.425 percent of net sales and other income from the ski lift and tows operated all or partially on National Forest land, plus .93 percent of ski school receipts.

The following clause is made a part of the permit:

36. The director and instructors serving in the ski school authorized by this permit must be certified to teach skiing by a recognized ski instructor organization, except where this requirement is waived or modified by the Forest Service.

No other clauses of the permit are changed or altered and the permit is not otherwise amended.

August 21, 1963
Date

Howard E. Ahlskog
HOWARD E. AHLKOG
Forest Supervisor

We have read the foregoing amendment and agree to abide by its terms and conditions.

August 19, 1963
Date

BOGUS BASIN RECREATIONAL ASSOCIATION
Permittee

By Robert H. Green
Title President SEP 21 1992

United States Department of Agriculture Forest Service		Name of Permittee Bogus Basin Recreational Association, Inc.	Kind of Use Winter Sports
SPECIAL USE PERMIT		Date of Permit July 19, 1965	File Code 2710
Act of June 4, 1897, or February 15, 1901 This permit is revocable and nontransferable			
Region 4	State Idaho	Forest Boise	Ranger District Idaho City

Permission is hereby granted to Bogus Basin Recreational Association, Inc. hereinafter called the permittee, to use the National Forest lands within Sections 9, 10, 15, 21, and 22 of T. 5 N., R. 3 E., and as shown on attached plat, which is expressly made a part of this permit.

This permit covers 788.0 acres and is issued for the purpose of constructing and maintaining ski trails, work roads, and other facilities in connection with uses authorized by the Term Special Use Permit signed by the Forest Supervisor on July 19, 1965, and accepted on behalf of Bogus Basin Recreational Association, Inc. on July 14, 1965.

1. The roads authorized by this permit shall be on a location approved in advance by the Forest Service. All practicable precautions shall be taken to minimize damage to the soil and to prevent the creation of conditions conducive to soil erosion.

2. Use of all work roads constructed under the authority of this permit shall be subject to control by the permittee, except that these roads shall at all times be open to use by Forest Service employees on official business.

3. 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.

4. 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 re-establish 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 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.

SEP 2 1965

5. 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.

6. This permit is accepted subject to the conditions set forth above and to the conditions in clauses 1 through 9, 12, and 15 through 30 in the Term Special Use Permit mentioned above.

7. This permit shall have no force and effect until the permittee has signified acceptance of its provisions and conditions by signing below and returning the duplicate copy to the Forest Supervisor.

HOWARD E. AHLSSKOG
Forest Supervisor
Boise National Forest

7/14/65
Date

By Howard E. Ahlskog

We have read the foregoing permit and agree to accept and abide by its terms and conditions.

7-14-65

BOGUS BASIN RECREATIONAL ASSN., INC.
Permittee

By Earl Chandler

Title President

SEP 2 1965

JLB 10/10

W. J. 3

2720

AMENDMENT
FOR
SPECIAL USE PERMIT

SEP. 25 1970

This amendment is attached to and made a part of the term permit for winter sports issued to Bogus Basin Recreational Association, Inc., on July 19, 1965, which is hereby amended as follows:

Clause 1

Beginning June 1, 1970, the annual fee shall be computed on the basis of 1.5 percent of net sales and other income from the ski lifts and tows operated all or partially on National Forest land and net sales and other income from the ski school and associated ski school activities. That part of the fee in excess of the minimum occupancy fee covered below, shall be paid at the time of filing the statement of net sales and other income.

This use occupies both private and public land. For the purposes of the fee calculation, net sales and other income from the ski lifts and tows will be adjusted by a percentage representing the portion of the use attributed to National Forest land. This percentage will be calculated on the basis of the Slope Transport Feet Method, as shown on the attached Exhibit A. Exhibit A is subject to annual review and adjustment by the Forest Service as may be necessitated by the addition and removal of improvements.

For the purposes of the fee calculation, net sales and other income from the ski school and associated ski school activities will be adjusted by a percentage representing the portion of the use attributed to National Forest land. This percentage has been determined to be 40 percent.

A minimum occupancy fee of \$700 is hereby established for this permit and is due on or before June 1, 1970, and annually thereafter. The fee is due in advance each year and is not subject to refund. The fees due the United States for this use shall be deposited with the Unit Collection Officer, Boise National Forest, 1075 Park Boulevard, Boise, Idaho 83706, in the form of check, draft or money order made payable to the Forest Service, U.S.D.A.

Provided, however, that the method of fee determination, percentage factor, may be adjusted by the Forest Service as of, and effective on, June 1, 1975, and the beginning of each 5-year period from that date in order to place the charges on a basis commensurate with the value of the use authorized by this permit.

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SEP 21 1992

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 nonworkday, the service charge will not apply until the end of the next workday.

The permittee will send to the Forest Supervisor, Boise National Forest, 1075 Park Boulevard, Boise, Idaho 83706, on or before August 31 a statement of net sales and other income resulting from the operation of this permit, or profit and loss statement or other evidence satisfactory to the Forest Supervisor of the business transacted by the permittee. The Forest Supervisor may require that any such statement be sworn to, and shall have the further right to examine the permittee's accounting records and supporting data.

The Forest Service shall have the right to require the permittee to maintain an acceptable accounting system, and shall have the right to require the permittee, at his expense, to have his books audited by an accountant acceptable to the Forest Service and to furnish the Forest Service a copy of the audit report.

Upon receipt of a satisfactory statement from the permittee, the Forest Supervisor will calculate the fees due according to the above percentages and will bill the permittee for this amount, less the amount of minimum occupancy fee paid in advance, provided the latter is less than the calculated fee. If the minimum occupancy fee paid in advance is greater than the calculated fee, no refund will be made.

No other clauses of the permit are changed or altered and the permit is not otherwise amended.

September 18, 1970

Date

Howard E. Ahlskog
for HOWARD E. AHLKOG, Forest Supervisor

We have read the foregoing amendment and agree to abide by its terms and conditions.

8/26/70

BOGUS BASIN RECREATIONAL ASSN., INC.

John P. ...
...
Title *...*

December 1972

EXHIBIT "A"

OWNERSHIP PRORATION BASED ON SLOPE TRANSPORT FEET METHOD

LIFT	RIDE CAPACITY PER HOUR	SLOPE DISTANCE BY LAND OWNERSHIP (in feet) ^{1/}			SLOPE TRANSPORT FEET (slope length times capacity)		
		Natl. Forest	Private	Total	Natl. Forest	Private	Total
Chair #1	900	3861	205	4066	3,474,900	184,500	3,659,400
Chair #2	1200		3164	3164		3,796,800	3,796,800
Chair #3	1040	4552		4552	4,734,080		4,734,080
Chair #4	1200	2960	510	3470	3,552,000	612,000	4,164,000
L. Poma	650	2248	204	2452	1,461,200	132,600	1,593,800
Rope Tows	900	200	1400 ^{1/}	1600	180,000	1,260,000	1,440,000
TOTALS	5890	13,821	5,483	19,304	13,402,180	5,985,900	19,388,080
% of Total		72	28	100	69	31	100

^{1/} Access Rope Tow 200' long, not considered to function as a lift.

SEP 21 1992

EXHIBIT "A"

OWNERSHIP PROPORTION BASED ON SLOPE TRANSPORT FEET METHOD

LIFT	RIDE CAPACITY PER HOUR	SLOPE DISTANCE BY LAND OWNERSHIP (in feet) 1/			SLOPE TRANSPORT FEET (slope length times capacity)		
		Natl. Forest	Private	Total	Natl. Forest	Private	Total
Chair #1	900	3251	205	4055	3,474,900	184,500	3,659,400
Chair #2	1200		3164	3164		3,796,800	3,796,800
Chair #3	1040	4552		4552	4,734,080		4,734,080
L. Poma	650	2248	204	2452	1,461,200	132,600	1,593,800
U. Poma	450	2402		2402	1,030,900		1,030,900
Rope Tows	900	200	1400 ^{1/}	1600	180,000	1,260,000	1,440,000
TOTALS	5140	13,263	4,973	18,236	10,931,080	5,373,900	16,304,980
% of Total		73	27	100	67	33	100

1/ Access Rope Tow 200' long, not considered to function as a lift.

MICROFILMED

SEP 21 1992

2720 - Boise
Bogus Basin Recreational Association, Inc.
Winter Sports
July 19, 1965

AMENDMENT TO SPECIAL USE PERMIT

A winter sports special use permit, authorizing the Bogus Basin Recreational Association, Inc., Boise, Idaho, to occupy certain lands within the Boise National Forest for constructing, operating, and maintaining ski tows and lifts, was accepted on behalf of the Association by Earl Chandler on July 14, 1965, and signed by the Forest Supervisor on July 19, 1965.

The above referred special use permit is amended as follows:

Addition of rope tows and deletion of T-Bar.

	<u>Total Length</u>	<u>State</u>	<u>Net F.S.</u>		<u>R-O-W</u>	<u>Acres</u>
Rope Tows	1800'	1600'	200'	X	200'	1.0
Chair Lift	3965'	200'	3765'	X	200'	17.0
Lower Poma	2400'	200'	2200'	X	200'	10.0
Upper Poma	2350'	--	2350'	X	200'	11.0
Shafer Butte North	4313'	--	4313'	X	200'	20.0
Shafer Butte South	3100'	3100'	--			--
	<u>17928'</u>	<u>5100'</u>	<u>12828'</u>			<u>59.0</u>

Permit covers 59.0 acres instead of 72.0 acres.

The first paragraph of clause I is amended as follows:

The basis of the computed fee is 1.073 percent instead of 1.211 percent.

No other clauses of the permit are changed or altered and the permit is not otherwise amended.

7-21-65
Date

By: Howard E. Ahlskog
HOWARD E. AHLSSKOG
Forest Supervisor

We have read the foregoing amendment and agree to abide by its terms and conditions.

8-1-65
Date

BOGUS BASIN RECREATIONAL ASSN., INC.
Permittee
By: Howard E. Ahlskog
Title: Forest Supervisor

SEP 27 1965

ORIGINAL

United States Department of Agriculture Forest Service			Name of Permittee Bogus Basin Recreational Association, Inc.		Kind of Use Winter Sports
TERM SPECIAL USE PERMIT			Date of Permit July 19, 1965		File Code 2710
Act of March 4, 1915, as amended July 28, 1956, or Act of March 20, 1948					
Region 4	State Idaho	Forest Boise	Ranger District Idaho City		

Permission is hereby granted to Bogus Basin Recreational Association, Inc.

of 731 N. 15th Street, Boise, Idaho
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
January 1, 1965:

Those portions of Sections 9, 10, 15, 21, and 22, T. 5 N., R. 3 E., B.M.,
as shown on the attached plat and described below. The right-of-way for
each lift will be 200'; 100' on either side of the centerline of said lift.

	Total Length	State	Not F.S.	R-O-W	Acres
T-Bar	3300'	245'	3055'	X 200'	14.0
Chair Lift	3965'	200'	3765'	X 200'	17.0
Lower Poma	2400'	200'	2200'	X 200'	10.0
Upper Poma	2350'	--	2350'	X 200'	11.0
Shafer Butte North	4313'	--	4313'	X 200'	20.0
Shafer Butte South	3100'	3100'	--	--	--
	19428'	3745'	15683'		72.0

This permit covers 72.0 acres and is issued for the purpose of:

Constructing, operating, and maintaining all necessary facilities and
structures for the operation of the Bogus Basin Ski Area including,
but not limited to, lifts and tows as shown on the attached plat and
a ski school.

The exercise of any of the privileges granted in this permit constitutes
acceptance of all conditions herein included.

- The fee is computed on the basis of 1.211 percent of the net sales and other
income from the ski lifts and tows operated all or partially on National
Forest land, plus .60 percent of ski school receipts. The percent may be
adjusted effective July 1, 1970, and at the beginning of each 5-year period
thereafter.

A minimum occupancy fee of \$200.00 is hereby established for this permit.
The fee is due in advance each year and is not subject to refund.

In consideration for this use, the permittee shall deposit with the Forest
Supervisor, Boise National Forest, 413 Idaho Street, Boise, Idaho 83702, a
check, draft, or money order made payable to the Forest Service, U.S.D.A.,
as follows:

RECORDED

SEP 21 1992

- COB
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- a. On or before July 1, 1965, \$200.00 for the period July 1, 1965, to June 30, 1966, and thereafter annually on or before July 1 of each year the minimum occupancy fee of \$200.00.
 - b. Within 30 days after receipt of a bill from the Forest Supervisor, the amount calculated by applying the above percentage to the net sales and other income reported by the permittee, as outlined below and accepted by the Forest Supervisor, less the minimum occupancy fee paid in advance. If the minimum occupancy fee exceeds the calculated fee, no refund adjustment will be made.

The permittee will send to the Forest Supervisor, Boise National Forest, 413 Idaho Street, Boise, Idaho 83702, on or before August 31 a statement of net sales and other income resulting from the operations under this permit, or a profit and loss statement or other evidence satisfactory to the Forest Supervisor of the business transacted by the permittee. The Forest Supervisor may require that any such statement be sworn to, and shall have the further right to examine the permittee's accounting records and supporting data.

The Forest Service shall have the right to require the permittee to maintain an acceptable accounting system, and shall have the right to require the permittee, at his expense, to have his books audited by an accountant acceptable to the Forest Service and to furnish the Forest Service a copy of the audit report.

Upon receipt of a satisfactory statement from the permittee, the Forest Supervisor will calculate the fees due according to the above percentage and will bill the permittee for this amount, less the amount of minimum occupancy fee paid in advance, provided the latter is less than the calculated fee. If the minimum occupancy fee paid in advance is greater than the calculated fee, no refund will be made.

- 2. The term net sales, for the purpose of calculating fees due the United States, shall be the gross amounts derived by the business conducted all or partially on the permitted area, or connected therewith, from the sales of merchandise, services, and other income, minus but not limited to the following items:
 - a. Returned merchandise, refunds, and allowances.
 - b. State sales tax.
 - c. Federal Excise taxes required to be collected by the permittee from the customer and paid by him to the Government (e.g., taxes on certain tickets and other admissions).
 - d. Federal retailer's excise taxes required to be paid by the permittee to the Government (e.g., taxes on sales of furs, jewelry, toilet preparations, luggage, etc.).

- e. State gasoline tax, regardless of whether it is paid by the permittee to the State taxing authority.
- f. Hunting, fishing, and other license fees, collected by the permittee and paid by him to the State.
3. Development plans; layout plans; construction and reconstruction; or revision of layout or construction plans for this area must be approved in advance and in writing by the Forest Supervisor.
- ✓ 4. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the Forest Officer in charge.
5. This permit is subject to all valid claims.
- ✓ 6. 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.
7. The permittee shall take all reasonable precaution to prevent and suppress forest fires. No material shall be disposed of by burning in open fires without permission from the Forest Officer in charge.
8. 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.
9. 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.
10. Except as provided in Clause 14, 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.
11. 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

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otherwise re-establish 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.

12. The temporary use and occupancy of the premises and improvements herein described may not be sublet by the permittee to third parties without prior written approval of the Forest Supervisor and the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.
13. This permit may be terminated upon breach of any of the conditions herein.
14. If, during the term of this permit, 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 the 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 Regulation A-10 (36 CFR 211.2) and the amount as determined on appeal shall be final and conclusive on the parties hereto: Provided further, That upon payment to the permittee of 75 percent 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.
15. The permittee agrees to save the United States harmless from and indemnified against any liability arising from the operations of this permit.
16. At all times when any of the operations authorized by this permit are open to the public, the permittee shall have in force public liability insurance covering property damage in the amount of \$50,000 and damage to persons in the minimum amount of \$100,000 in the event of death or injury to one individual and the minimum amount of \$300,000 in the event of death or injury to more than one individual for which the permittee may be liable in connection with the occupancy or use of the land and the construction, maintenance, and operation of the structures, facilities, or equipment

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SEP 21 1992

authorized by this permit. The liability policy will name the United States as an insured or include a rider which affords the United States the same protection. The permittee shall require the insurance company to send an authenticated copy of his insurance policy to the Forest Service immediately upon its issuance. This policy shall contain a specific provision or rider to the effect that the policy will not be cancelled or its provisions changed or deleted before 30 days written notice to the Forest Supervisor, Boise National Forest, 413 Idaho Street, Boise, Idaho, by the insurance company.

17. During the performance of this permit the permittee agrees:
- a. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, creed, or national origin.
 - b. The permittee and his employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, creed, or national origin by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally.
 - c. The permittee shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this permit.
 - d. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.
18. All signs or advertising devices erected or maintained by the permittee on National Forest land must be approved by the Forest Service in advance of placement. Brochures and pamphlets will indicate that the area is part of the Boise National Forest operated under permit from the United States Forest Service.
19. The Forest Service shall have the authority to check and regulate the adequacy and type of services rendered 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 enterprises.
20. When required by the Forest Service, the permittee agrees to have the cable and splice of ski tows and lifts located all or partially on National Forest land, inspected by a qualified representative of a wire-rope firm.

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SEP 21 1992

A certificate showing the condition of the cables and the estimated years of safe service remaining will be furnished the Forest Service.

- ✓ 21. The Forest Service reserves the right to inspect ski tows and lifts authorized by this permit at any and all times and to suspend or prohibit all use of any of the tows or lifts if, in the judgment of the Forest Officer making the inspection, the terms of the permit are not being satisfactorily fulfilled. Such suspension or prohibition will continue in effect until the terms of the permit are satisfied.
22. The ski lift and tow operations will be governed by written instructions prepared by the permittee to employees covering all phases of use and operation. Such instructions will be posted at each terminal.
23. The permittee agrees to maintain ski lift and tow facilities in a safe working order with sufficient attendants at each terminal for properly handling passengers.
24. It will be the responsibility of the permittee to maintain an adequate ski patrol, either paid or voluntary, on the area served by the ski lifts and tows covered by this permit at all times said facilities are in operation.
25. Lift or tow service shall be furnished free of charge to Forest Officers on official business. However, the permittee shall not be required to furnish such service except when lifts or tows are in regular operation.
26. The permittee agrees to prepare a safety plan, prior to placing the facilities in operation, satisfactory to the Forest Service which covers the specific hazards of the area and actions to be taken.
27. The director and instructors serving in the ski school authorized by this permit must be certified to teach skiing by a recognized ski instructor organization, except where this requirement is waived or modified by the Forest Service.
28. The permittee agrees to be responsible for prevention and control of soil erosion and gullying on lands covered by this permit and adjacent thereto resulting from the permittee's construction or maintenance. Such preventive measures may include vegetating with grass or herbaceous plants all ground where soil has been exposed, and construction and maintenance of such preventive works as may be prescribed by the Forest Service.
29. This permit does not grant permission to occupy State land. Permission for the use of such land must be secured from the State Land Commissioner.

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SEP 21 1992

30. This permit supersedes the special use permit issued to the Bogus Basin Recreational Association on January 26, 1942, and revised December 7, 1959.
31. This permit shall have no force and effect until the permittee has signified acceptance of its provisions and conditions by signing below and returning the duplicate copy to the Forest Supervisor, Boise National Forest, 413 Idaho Street, Boise, Idaho 83702.

WILLARD E. ELKROG
Forest Supervisor
Boise National Forest

7/10/55
Date

By *Willard E. Elkrog*

We have read the foregoing permit and agree to accept and abide by its terms and conditions.

7-10-55
Date

BOGUS BASIN RECREATIONAL ASSN., INC.
Permittee

By *Earl Chandler*

Title *President*

RECEIVED

SEP 21 1992

SHAFFER BUTTE NORTH LIFT

A description of the center line of the proposed Ski Lift on the North slope of Shafer Butte in the Lake National Forest:

The lift is located in Sections 9, 10, 15 and 16, T. 5 N., R. 3 E., B.M., and is described more particularly as follows:

Beginning at a point that is S. 0° 22' W. a distance of 2023.62 feet and East a distance of 831.12 feet from the section corner common to Sections 9, 10, 15 and 16, T. 5 N., R. 3 E., B.M., which point is also S. 40° 36 1/2' E. a distance of 131.08 feet from U.S. Forest Service Monument 5B27, a brass cap in the saddle at the top of Shafer Butte;

thence N. 21° 50' W. 2179.39 feet to the section line common to Sections 10 and 15 at a point that is S. 89° 47' E. a distance of 8.82 feet from the section corner common to Sections 9, 10, 15 and 16, T. 5 N., R. 3 E., B. M.;

thence continuing N. 21° 50' W. in Section 10 a distance of 23.37 feet to the section line common to Sections 9 and 10 at a point that is N. 0° 20' E. a distance of 21.66 feet from the section corner common to Sections 9, 10, 15 and 16, T. 5 N., R. 3 E., B. M.;

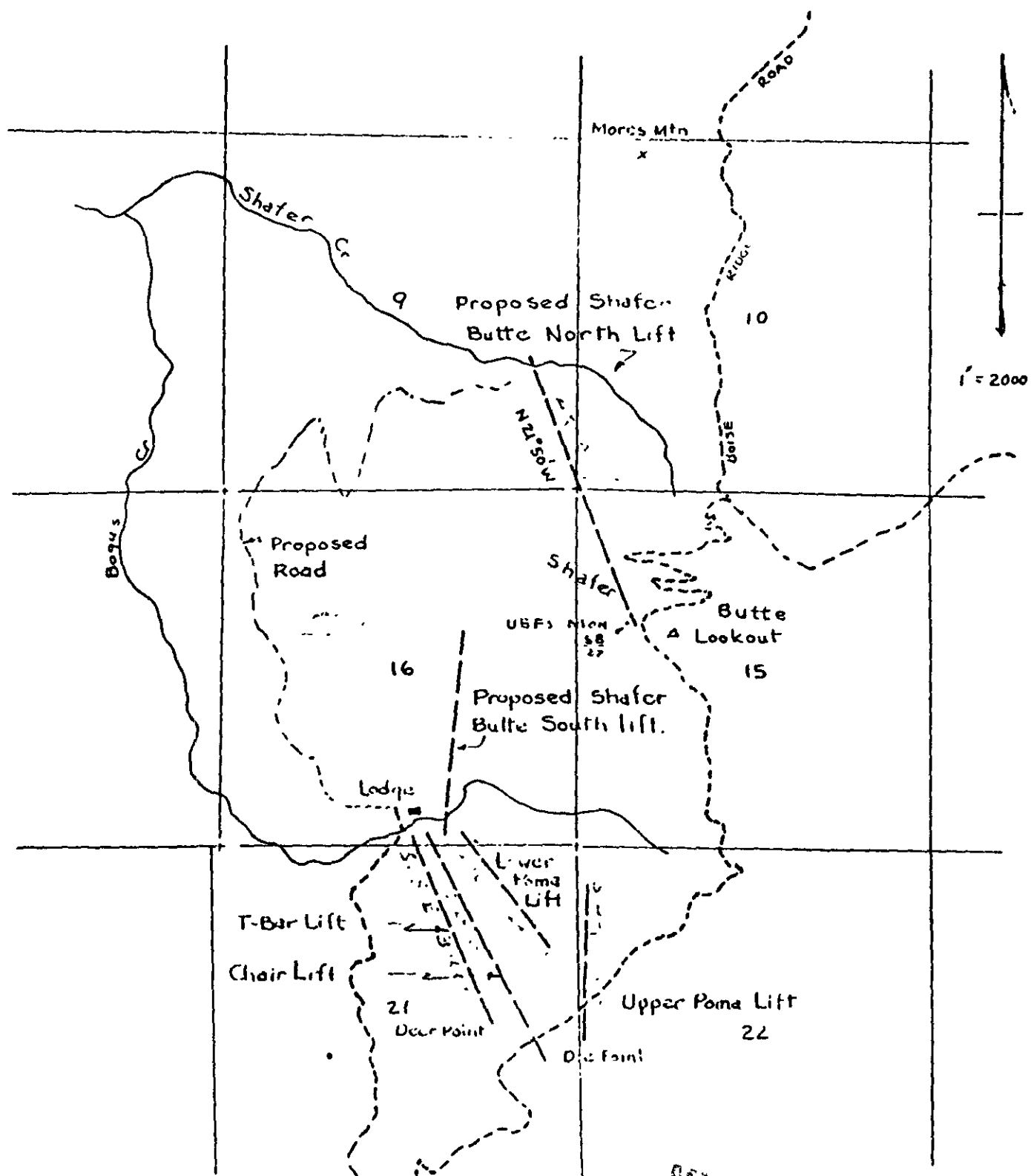
thence continuing N. 21° 50' W. in Section 9 a distance of 2110.14 feet to the end of the line which is located at a point that is N. 0° 20' E. a distance of 1958.82 feet and West a distance of 796.17 from the section corner common to Sections 9, 10, 15 and 16, T. 5 N., R. 3 E., B. M.

SEP 21 1992

1000
COPY

1000
COPY

1-22-55



BOGUS BASIN SKI AREA

T.S.N. R.B.E. B.M.

SEP 1952

MED

JAN 25 1974

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
Boise National Forest
1075 Park Boulevard
Boise, Idaho 83706

2720
January 21, 1974



Bogus Basin Recreational Assn., Inc.
721 North 15th
Boise, ID 83702

Gentlemen:

Enclosed is your copy of the amended Exhibit A referred to in
Clause 1 of your special-use permit. This is a result of the
new Chairlift #5 that has recently been installed.

Sincerely,

Richard L. Stauber
for
EDWARD C. MAW
Forest Supervisor

Enclosure

Important
attach copy to special
use permit - give copy
to Jeanne for committee
files

SEP 21 1992

JAN 25 1974

January 1974

EXHIBIT "A"

OWNERSHIP PRORATION BASED ON SLOPE TRANSPORT FEET METHOD

LIFT	RIDE CAPACITY PER HOUR	SLOPE DISTANCE BY LAND OWNERSHIP (in feet) 1/			SLOPE TRANSPORT FEET (slope length times capacity)		
		Natl. Forest	Private	Total	Natl. Forest	Private	Total
Chair #1	900	3,861	205	4,066	3,474,900	184,500	3,659,400
Chair #2	1,200		3,164	3,164		3,796,800	3,796,800
Chair #3	1,040	4,552		4,552	4,734,030		4,734,030
Chair #4	1,200	2,960	510	3,470	3,552,000	612,000	4,164,000
L. Poma	650	2,248	204	2,452	1,461,200	132,600	1,593,800
Rope Tows	900	200	1,400 ^{1/}	1,600	180,000	1,260,000	1,440,000
Chair #5	1,200		2,490	2,490		2,988,000	2,988,000
TOTALS	7,090	13,821	7,973	21,794	13,402,180	8,973,900	22,376,080
% of Total		72	37	100	60 *	40	100

1/ Access Rope Tow 200' long, not considered to function as a lift.

* fee will be 1.5 % x 60% or .9 %

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SEP 21 1992

ORIGINAL

United States Department of Agriculture Forest Service			Name of Permittee Bogus Basin Recreational Association, Inc.		Kind of Use Winter Sports
TERM SPECIAL USE PERMIT			Date of Permit July 19, 1965		File Code . 2710
Act of March 4, 1915, as amended July 28, 1956, or Act of March 20, 1948					
Region 4	State Idaho	Forest Boise	Ranger District Idaho City		

Permission is hereby granted to Bogus Basin Recreational Association, Inc.

of 731 N. 15th Street, Boise, Idaho
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
January 1, 1965:

Those portions of Sections 9, 10, 15, 21, and 22, T. 5 N., R. 3 E., B.M.,
as shown on the attached plat and described below. The right-of-way for
each lift will be 200'; 100' on either side of the centerline of said lift.

	Total Length	State	Net F.S.	R-O-W	Acres
T-Bar	3300'	245'	3055'	X 200'	14.0
Chair Lift	3965'	200'	3756'	X 200'	17.0
Lower Poma	2400'	200'	2200'	X 200'	10.0
Upper Poma	2350'	--	2350'	X 200'	11.0
Shafer Butte North	4313'	--	4313'	X 200'	20.0
Shafer Butte South	3100'	3100'	--	--	--
	19428'	3745'	15683'		72.0

This permit covers 72.0 acres and is issued for the purpose of:

Constructing, operating, and maintaining all necessary facilities and
structures for the operation of the Bogus Basin Ski Area including,
but not limited to, lifts and tows as shown on the attached plat and
a ski school.

The exercise of any of the privileges granted in this permit constitutes
acceptance of all conditions herein included.

- The fee is computed on the basis of 1.211 percent of the net sales and other
income from the ski lifts and tows operated all or partially on National
Forest land, plus .60 percent of ski school receipts. The percent may be
adjusted effective July 1, 1970, and at the beginning of each 5-year period
thereafter.

A minimum occupancy fee of \$200.00 is hereby established for this permit.
The fee is due in advance each year and is not subject to refund.

In consideration for this use, the permittee shall deposit with the Forest
Supervisor, Boise National Forest, 413 Idaho Street, Boise, Idaho 83702, a
check, draft, or money order made payable to the Forest Service, U.S.D.A.,
as follows:

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JUL 19 1965
1992

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- a. On or before July 1, 1965, \$200.00 for the period July 1, 1965, to June 30, 1966, and thereafter annually on or before July 1 of each year the minimum occupancy fee of \$200.00.
 - b. Within 30 days after receipt of a bill from the Forest Supervisor, the amount calculated by applying the above percentage to the net sales and other income reported by the permittee, as outlined below and accepted by the Forest Supervisor, less the minimum occupancy fee paid in advance. If the minimum occupancy fee exceeds the calculated fee, no refund adjustment will be made.

The permittee will send to the Forest Supervisor, Boise National Forest, 413 Idaho Street, Boise, Idaho 83702, on or before August 31 a statement of net sales and other income resulting from the operations under this permit, or a profit and loss statement or other evidence satisfactory to the Forest Supervisor of the business transacted by the permittee. The Forest Supervisor may require that any such statement be sworn to, and shall have the further right to examine the permittee's accounting records and supporting data.

The Forest Service shall have the right to require the permittee to maintain an acceptable accounting system, and shall have the right to require the permittee, at his expense, to have his books audited by an accountant acceptable to the Forest Service and to furnish the Forest Service a copy of the audit report.

Upon receipt of a satisfactory statement from the permittee, the Forest Supervisor will calculate the fees due according to the above percentage and will bill the permittee for this amount, less the amount of minimum occupancy fee paid in advance, provided the latter is less than the calculated fee. If the minimum occupancy fee paid in advance is greater than the calculated fee, no refund will be made.

2. The term net sales, for the purpose of calculating fees due the United States, shall be the gross amounts derived by the business conducted all or partially on the permitted area, or connected therewith, from the sales of merchandise, services, and other income, minus but not limited to the following items:
 - a. Returned merchandise, refunds, and allowances.
 - b. State sales tax.
 - c. Federal Excise taxes required to be collected by the permittee from the customer and paid by him to the Government (e.g., taxes on certain tickets and other admissions).
 - d. Federal retailer's excise taxes required to be paid by the permittee to the Government (e.g., taxes on sales of furs, jewelry, toilet preparations, luggage, etc.).

- e. State gasoline tax, regardless of whether it is paid by the permittee to the State taxing authority.
- f. Hunting, fishing, and other license fees, collected by the permittee and paid by him to the State.
3. Development plans; layout plans; construction and reconstruction; or revision of layout or construction plans for this area must be approved in advance and in writing by the Forest Supervisor.
4. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the Forest Officer in charge.
5. This permit is subject to all valid claims.
6. 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.
7. The permittee shall take all reasonable precaution to prevent and suppress forest fires. No material shall be disposed of by burning in open fires without permission from the Forest Officer in charge.
8. 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.
9. 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.
10. Except as provided in Clause 14, 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.
11. 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 re-establish 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.

12. The temporary use and occupancy of the premises and improvements herein described may not be sublet by the permittee to third parties without prior written approval of the Forest Supervisor and the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.
13. This permit may be terminated upon breach of any of the conditions herein.
14. If, during the term of this permit, 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 the 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 Regulation A-10 (36 CFR 211.2) and the amount as determined on appeal shall be final and conclusive on the parties hereto: Provided further, That upon payment to the permittee of 75 percent 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.
15. The permittee agrees to save the United States harmless from and indemnified against any liability arising from the operations of this permit.
16. At all times when any of the operations authorized by this permit are open to the public, the permittee shall have in force public liability insurance covering property damage in the amount of \$50,000 and damage to persons in the minimum amount of \$100,000 in the event of death or injury to one individual and the minimum amount of \$300,000 in the event of death or injury to more than one individual for which the permittee may be liable in connection with the occupancy or use of the land and the construction, maintenance, and operation of the structures, facilities, or equipment

SEP 21 1992

authorized by this permit. The liability policy will name the United States as an insured or include a rider which affords the United States the same protection. The permittee shall require the insurance company to send an authenticated copy of his insurance policy to the Forest Service immediately upon its issuance. This policy shall contain a specific provision or rider to the effect that the policy will not be cancelled or its provisions changed or deleted before 30 days written notice to the Forest Supervisor, Boise National Forest, 413 Idaho Street, Boise, Idaho, by the insurance company.

17. During the performance of this permit the permittee agrees:
- a. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, creed, or national origin.
 - b. The permittee and his employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, creed, or national origin by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally.
 - c. The permittee shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this permit.
 - d. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.
18. All signs or advertising devices erected or maintained by the permittee on National Forest land must be approved by the Forest Service in advance of placement. Brochures and pamphlets will indicate that the area is part of the Boise National Forest operated under permit from the United States Forest Service.
19. The Forest Service shall have the authority to check and regulate the adequacy and type of services rendered 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 enterprises.
20. When required by the Forest Service, the permittee agrees to have the cable and splice of ski tows and lifts located all or partially on National Forest land, inspected by a qualified representative of a wire-rope firm.

A certificate showing the condition of the cables and the estimated years of safe service remaining will be furnished the Forest Service.

21. The Forest Service reserves the right to inspect ski tows and lifts authorized by this permit at any and all times and to suspend or prohibit all use of any of the tows or lifts if, in the judgment of the Forest Officer making the inspection, the terms of the permit are not being satisfactorily fulfilled. Such suspension or prohibition will continue in effect until the terms of the permit are satisfied.
22. The ski lift and tow operations will be governed by written instructions prepared by the permittee to employees covering all phases of use and operation. Such instructions will be posted at each terminal.
23. The permittee agrees to maintain ski lift and tow facilities in a safe working order with sufficient attendants at each terminal for properly handling passengers.
24. It will be the responsibility of the permittee to maintain an adequate ski patrol, either paid or voluntary, on the area served by the ski lifts and towed covered by this permit at all times said facilities are in operation.
25. Lift or tow service shall be furnished free of charge to Forest Officers on official business. However, the permittee shall not be required to furnish such service except when lifts or tows are in regular operation.
26. The permittee agrees to prepare a safety plan, prior to placing the facilities in operation, satisfactory to the Forest Service which covers the specific hazards of the area and actions to be taken.
27. The director and instructors serving in the ski school authorized by this permit must be certified to teach skiing by a recognized ski instructor organization, except where this requirement is waived or modified by the Forest Service.
28. The permittee agrees to be responsible for prevention and control of soil erosion and gullying on lands covered by this permit and adjacent thereto resulting from the permittee's construction or maintenance. Such preventive measures may include vegetating with grass or herbaceous plants all ground where soil has been exposed, and construction and maintenance of such preventive works as may be prescribed by the Forest Service.
29. This permit does not grant permission to occupy State land. Permission for the use of such land must be secured from the State Land Commissioner.

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SEP 21 1962

30. This permit supersedes the special use permit issued to the Bogus Basin Recreational Association on January 26, 1942, and revised December 7, 1959.

31. This permit shall have no force and effect until the permittee has signified acceptance of its provisions and conditions by signing below and returning the duplicate copy to the Forest Supervisor, Boise National Forest, 413 Idaho Street, Boise, Idaho 83702.

HOWARD E. AHLSSKOG
Forest Supervisor
Boise National Forest

7/14/65
Date

By Howard E. Ahlskog

We have read the foregoing permit and agree to accept and abide by its terms and conditions.

7-14-65
Date

BOGUS BASIN RECREATIONAL ASSN., INC.
Permittee

By Earl Chandler

Title President

SEP 21 1992

SHAFFER BUTTE NORTH LIFT

A description of the center line of the proposed Ski Lift on the North slope of Shafer Butte in the Boise National Forest:

The lift is located in Sections 9, 10 and 15, T. 5 N., R. 3 E., B.M., and is described more particularly as follows:

Beginning at a point that is S. $0^{\circ} 22'$ W. a distance of 2023.62 feet and East a distance of 831.12 feet from the section corner common to Sections 9, 10, 15 and 16, T. 5 N., R. 3 E., B.M., which point is also S. $40^{\circ} 36 \frac{1}{2}'$ E. a distance of 134.08 feet from U.S. Forest Service Monument 5B27, a brass cap in the saddle at the top of Shafer Butte;

thence N. $21^{\circ} 50'$ W. 2179.39 feet to the section line common to Sections 10 and 15 at a point that is S. $89^{\circ} 47'$ E. a distance of 8.82 feet from the section corner common to Sections 9, 10, 15 and 16, T. 5 N., R. 3 E., B. M.;

thence continuing N. $21^{\circ} 50'$ W. in Section 10 a distance of 23.37 feet to the section line common to Sections 9 and 10 at a point that is N. $0^{\circ} 20'$ E. a distance of 21.66 feet from the section corner common to Sections 9, 10, 15 and 16, T. 5 N., R. 3 E., B. M.;

thence continuing N. $21^{\circ} 50'$ W. in Section 9 a distance of 2110.14 feet to the end of the line which is located at a point that is N. $0^{\circ} 20'$ E. a distance of 1958.82 feet and West a distance of 796.17 from the section corner common to Sections 9, 10, 15 and 16, T. 5 N., R. 3 E., B. M.

TOTAL 4312.9'

MISSOURI

SEP 21 1992

JUL 6 1970

Original

2720

AMENDMENT
FOR
SPECIAL USE PERMIT

SEP. 25 1970

This amendment is attached to and made a part of the term permit for winter sports issued to Bogus Basin Recreational Association, Inc., on July 19, 1965, which is hereby amended as follows:

Clause 1

Beginning June 1, 1970, the annual fee shall be computed on the basis of 1.5 percent of net sales and other income from the ski lifts and tows operated all or partially on National Forest land and net sales and other income from the ski school and associated ski school activities. That part of the fee in excess of the minimum occupancy fee covered below, shall be paid at the time of filing the statement of net sales and other income.

This use occupies both private and public land. For the purposes of the fee calculation, net sales and other income from the ski lifts and tows will be adjusted by a percentage representing the portion of the use attributed to National Forest land. This percentage will be calculated on the basis of the Slope Transport Feet Method, as shown on the attached Exhibit A. Exhibit A is subject to annual review and adjustment by the Forest Service as may be necessitated by the addition and removal of improvements.

For the purposes of the fee calculation, net sales and other income from the ski school and associated ski school activities will be adjusted by a percentage representing the portion of the use attributed to National Forest land. This percentage has been determined to be 40 percent.

A minimum occupancy fee of \$700 is hereby established for this permit and is due on or before June 1, 1970, and annually thereafter. The fee is due in advance each year and is not subject to refund. The fees due the United States for this use shall be deposited with the Unit Collection Officer, Boise National Forest, 1075 Park Boulevard, Boise, Idaho 83706, in the form of check, draft or money order made payable to the Forest Service, U.S.D.A.

Provided, however, that the method of fee determination, percentage factor, may be adjusted by the Forest Service as of, and effective on, June 1, 1975, and the beginning of each 5-year period from that date in order to place the charges on a basis commensurate with the value of the use authorized by this permit.

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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 nonworkday, the service charge will not apply until the end of the next workday.

The permittee will send to the Forest Supervisor, Boise National Forest, 1075 Park Boulevard, Boise, Idaho 83706, on or before August 31 a statement of net sales and other income resulting from the operation of this permit, or profit and loss statement or other evidence satisfactory to the Forest Supervisor of the business transacted by the permittee. The Forest Supervisor may require that any such statement be sworn to, and shall have the further right to examine the permittee's accounting records and supporting data.

The Forest Service shall have the right to require the permittee to maintain an acceptable accounting system, and shall have the right to require the permittee, at his expense, to have his books audited by an accountant acceptable to the Forest Service and to furnish the Forest Service a copy of the audit report.

Upon receipt of a satisfactory statement from the permittee, the Forest Supervisor will calculate the fees due according to the above percentages and will bill the permittee for this amount, less the amount of minimum occupancy fee paid in advance, provided the latter is less than the calculated fee. If the minimum occupancy fee paid in advance is greater than the calculated fee, no refund will be made.

No other clauses of the permit are changed or altered and the permit is not otherwise amended.

September 18, 1970

Date

Howard E. Ahlskog
for HOWARD E. AHLKOG, Forest Supervisor

We have read the foregoing amendment and agree to abide by its terms and conditions.

8/26/70

BOGUS BASIN RECREATIONAL ASSN., INC.

By *Franklin Brown MD*

Title *President*

SEP 21 1992

December 1972

EXHIBIT "A"

OWNERSHIP PRORATION BASED ON SLOPE TRANSPORT FEET METHOD

LIFT	RIDE CAPACITY PER HOUR	SLOPE DISTANCE BY LAND OWNERSHIP (in feet) ^{1/}			SLOPE TRANSPORT FEET (slope length times capacity)		
		Natl. Forest	Private	Total	Natl. Forest	Private	Total
Chair #1	900	3861	205	4066	3,474,900	184,500	3,659,400
Chair #2	1200		3164	3164		3,796,800	3,796,800
Chair #3	1040	4552		4552	4,734,080		4,734,080
Chair #4	1200	2960	510	3470	3,552,000	612,000	4,164,000
L. Poma	650	2248	204	2452	1,461,200	132,600	1,593,800
Rope Tows	900	200	1400 ^{1/}	1600	180,000	1,260,000	1,440,000
TOTALS	5890	13,821	5,483	19,304	13,402,180	5,985,900	19,388,080
% of Total		72	28	100	69	31	100

^{1/} Access Rope Tow 200' long, not considered to function as a lift.

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SEP 21 1992

EXHIBIT "A"

OWNERSHIP PROPORTION BASED ON SLOPE TRANSPORT FEET METHOD

LIFT	RIDE CAPACITY FEET HOUR	SLOPE DISTANCE BY LAID OWNERSHIP (in feet) 1/			SLOPE TRANSPORT FEET (slope length times capacity)		
		Natl. Forest	Private	Total	Natl. Forest	Private	Total
Chair #1	900	3261	205	1,014	3,171,900	181,500	3,659,400
Chair #2	1200		3164	3164		3,796,800	3,796,800
Chair #3	1010	4552		4552	4,731,030		4,731,030
L. Poma	650	2248	201	2152	1,461,200	132,600	1,593,800
U. Poma	450	2102		2102	1,050,900		1,050,900
Rope Tow	900	200	1,001	1600	180,000	1,260,000	1,440,000
TOTALS	5140	13,263	4,973	18,236	10,931,030	5,373,900	16,304,930
% of Total		73	27	100	67	33	100

1/ Access Rope Tow 200' long, not considered to function as a lift.

MICROFILMED

SEP 21 1992

ORIGINAL

United States Department of Agriculture Forest Service		a. Record no. (1-2) <u>70</u>	b. Range (3-4) <u>04</u>	c. Forest (5-6) <u>Boise 02</u>
AMENDMENT FOR SPECIAL USE PERMIT Ref: FSM 2714		d. District (7-8) <u>Boise 02</u>	e. User number (9-12) <u>2720</u>	f. Kind of use (13-15) <u>Winter Sports 161</u>
THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE ☒ TERM ☐ ANNUAL PERMIT		g. State (16-17) <u>Idaho 16</u>	h. County (18-20) <u>Boise 015</u>	i. Card no. (21) <u>1</u>

For a winter sports area issued to _____
(KIND OF PERMIT)
Bogus Basin Recreation Association, on July 19, 1965
(NAME OF PERMITTEE) (DATE OF PERMIT)

In accordance with amendment for special use permit dated September 18, 1970, Clause 1 which is hereby amended as follows:

Beginning June 1, 1975, the annual fee shall be computed on the basis of 2 percent of net sales and other income from the ski lifts and tows operated all or partially on National Forest land and net sales and other income from the ski school and associated ski school activities. That part of the fee in excess of the minimum occupancy fee covered below, shall be paid at the time of filing the statement of net sales and other income.

This use occupies both private and public land. For the purposes of the fee calculation, net sales and other income from the ski lifts and tows will be adjusted by a percentage representing the portion of the use attributed to National Forest land. This percentage will be calculated on the basis of the Slope Transport Feet Method, as shown on the attached Exhibit A. Exhibit A is subject to annual review and adjustment by the Forest Service as may be necessitated by the addition and removal of improvements.

For the purposes of the fee calculation, net sales and other income from the ski school and associated ski school activities will be adjusted by a percentage representing the portion of the use attributed to National Forest land. This percentage has been determined to be 40 percent.

A minimum occupancy fee of \$1,000 is hereby established for this permit and is due on or before June 1, 1975, and annually thereafter. The fee is due in advance each year and is not subject to refund. The fees due the United States for this use shall be deposited with the Unit Collection Officer, Boise National Forest, 1075 Park Boulevard, Boise, Idaho 83706, in the form of check, draft or money order made payable to the Forest Service, U.S.D.A.

Provided, however, that the method of fee determination, percentage factor, may be adjusted by the Forest Service as of, and effective on June 1, 1980, and the beginning of each 5-year period from that date in order to place the charges on a basis commensurate with the value of the use authorized by this permit.

(Continued)

This Amendment is accepted subject to the conditions set forth herein, and to conditions _____ to _____ attached hereto and made a part of this Amendment.

PERMITTEE	NAME OF PERMITTEE BOGUS BASIN RECREATION ASSOCIATION	SIGNATURE OF AUTHORIZED OFFICER <i>Tom T. Sander</i> TITLE	DATE August 6, 1975
ISSUING OFFICER	NAME AND SIGNATURE <i>John R. Allen</i>	TITLE Acting Forest Supervisor MICROFILMED	DATE AUG 20 1975

USDA Forest Service	1a. Record no. (1-2)	1b. Region (3-4)	1c. Forest (5-6)
	70	04	02
AMENDMENT	1d. District (7-8)	1e. User number (9-12)	1f. Kind of use (13-15)
FOR	02	4016	161
SPECIAL USE PERMIT			(364)
Ref: FSM 2714	1g. State (16-17)	1h. County (18-20)	1k. Card no. (21)
THIS AMENDMENT IS ATTACHED	16	015	1
TO AND MADE A PART OF THE			
X TERM ANNUAL PERMIT			

For Operation and maintenance of Winter Sports Resort issued to Bogus Basin Recreational
 (Kind of Permit)
Association, on May 14, 1976
 (Name of Permittee) (Date of Permit)

which is hereby amended as follows:

Under the authority of section 7 of the Granger-Thye Act of April 24, 1950, amendment will add a secondary use (shelter - 364) to the winter sports resort permit cited above and includes the following clauses:

66. (B-10a) The holder shall repair, replace, or restore any damage to or loss of the premises covered by this authorization caused by fire or other casualty including consequential damages to said premises resulting from fire or other casualty, including fires or other casualties beyond the control of and without the fault of the holder, and shall have in force fire and other casualty insurance covering the Government-owned improvements, the use of which is authorized by this permit. Such fire and other casualty insurance shall be in the amount of two-hundred thousand dollars (200,000) and shall name the United States as beneficiary of the proceeds payable as a result of claims for damage from fire or other casualty. The holder shall furnish the Forest Service an authenticated copy of the insurance policy. The policy shall also contain a special provision or the rider to the effect that the policy will not be cancelled or its provisions changed before 30 days written notice to the Forest Supervisor.

67. (B-18) The permitted area will be maintained to present a clean, neat, and orderly appearance. Trash, debris, unusable machinery, improvements, etc., will be disposed of currently. Building materials, firewood, etc., will be neatly stacked.

This Amendment is accepted subject to the conditions set forth herein, and to conditions 66 to 73 attached hereto and made a part of this Amendment.

PERMITTEE	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
	BOGUS BASIN RECREATIONAL		
	ASSOCIATION	TITLE <i>Derry B. Reynolds C.M.</i>	10-10-85
ISSUING OFFICER	NAME AND SIGNATURE	TITLE	DATE
	<i>W. Wayne Patton</i>	for JOHN J. LAVIN	10-11-85
		Forest Supervisor	

GPO 925-202

2700-23 (3/72)

SEP 21 1992

68. (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.

69. (D-16) The holder shall maintain the present improvements as well as any future improvements, appurtenances and furnishings in full conformance with the Operations and Maintenance Plan entitled Shafer Butte L.O. Operation and Maintenance Plan which is hereby made a part of this permit.

70. (D-19) The permittee agrees to take all reasonable precaution to avoid damage to property and resources of the United States, and diligently to undertake suppression action in the event of fire resulting from the exercise of the privileges herein granted.

71. (D-24) If during the term of this permit, the Government-owned improvements are altered, reconstructed or modified in any way, the material, equipment, fixtures or other appurtenances which are affixed to or made a part of said improvements in connection with the alteration project shall become a part of the property. Ownership shall accrue to the Government, regardless of whether said work is performed by the holder or any other party.

72. (E-12) If during the term of this permit, the Forest Service determines the public interest requires the revision of the conditions of use or the termination of the use of Government-owned improvements, the use of which is authorized by this permit, said conditions of use may be revised or the use terminated or suspended at the discretion of the Regional Forester.

73. (X-18) This amendment supersedes the special-use permit issued to Bogus Basin Recreational Association, Inc., (319), dated April 6, 1983.

United States Department of Agriculture
Forest Service

AMENDMENT FOR SPECIAL USE PERMIT Ref: FSM 2714	a. Record no. (1-2) <u>70</u>	b. Region (3-4) <u>04</u>	c. Forest (5-6) <u>Boise 02</u>
	d. District (7-8) <u>Boise 02</u>	e. User number (9-12) <u>2720</u>	f. Kind of use (13-15) <u>314</u>
THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE ☐ TERM ☒ ANNUAL PERMIT	g. State (16-17) <u>Idaho 16</u>	h. County (18-20) <u>Boise 015</u>	i. Cord no. (21) <u>1</u>

For Liquid Waste Disposal Unit issued to _____
 (KIND OF PERMIT)
Bogus Basin Recreational Association , on October 24, 1974
 (NAME OF PERMITTEE) (DATE OF PERMIT)

which is hereby amended as follows:

This permit covers a total of 1.132 acres and involves an additional fenced and signed lagoon 120 feet by 200 feet, including pipeline, chlorinator house, and chlorine contact chamber, as shown on attached map.

The permit is not otherwise amended.

This Amendment is accepted subject to the conditions set forth herein, and to conditions _____ to _____ attached hereto and made a part of this Amendment.

PERMITTEE	NAME OF PERMITTEE BOGUS BASIN RECREATIONAL ASSN	SIGNATURE OF AUTHORIZED OFFICER <i>[Signature]</i>	DATE AUG 9 1976
ISSUING OFFICER	NAME AND SIGNATURE <i>[Signature]</i>	TITLE Supervisor	DATE AUG 23 1976

SEP 21 1992

United States Department of Agriculture
Forest ServiceAMENDMENT
FOR
SPECIAL USE PERMIT
Ref: FSM 2714

a. Record no. (1-2)

70

gion (3-4)

04

c. Forest (5-6)

Boise

02

d. District (7-8)

Boise

02

e. User number (9-12)

2720

f. Kind of use (13-15)

314

THIS AMENDMENT IS ATTACHED TO AND MADE A PART
OF THE☐ TERM☒ ANNUAL PERMIT

g. State (16-17)

Idaho

16

h. County (18-20)

Boise

015

k. Card no. (21)

1

For Liquid Waste Disposal Unit issued to

(KIND OF PERMIT)

Bogus Basin Recreational Association

(NAME OF PERMITTEE)

, on October 24, 1974

(DATE OF PERMIT)

which is hereby amended as follows:

This permit covers a total of 1.132 acres and involves an additional fenced and signed lagoon 120 feet by 200 feet, including pipeline, chlorinator house, and chlorine contact chamber, as shown on attached map.

The permit is not otherwise amended.

This Amendment is accepted subject to the conditions set forth herein, and to conditions _____ to _____ attached hereto and made a part of this Amendment.

PERMITTEE	NAME OF PERMITTEE BOGUS BASIN RECREATIONAL ASSN	SIGNATURE OF AUTHORIZED OFFICER <i>[Signature]</i> TITLE Vice President	DATE AUG 9 1976
ISSUING OFFICER	NAME AND SIGNATURE <i>[Signature]</i>	TITLE Supervisor	DATE AUG 23 1976

SEP 2 1992

USDA-Forest Service	a. Record no. (1-2) <u>70</u>	b. Revision (4) <u>04</u>	c. Forest (5-6) <u>02</u>
AMENDMENT FOR SPECIAL USE PERMIT Ref: FSM 2714	d. District (7-8) <u>02</u>	e. User number (9-12) <u>4016</u>	f. Kind of use (13-1) <u>813</u>
THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE TERM ANNUAL PERMIT	g. State (16-17) <u>16</u>	h. County (18-20) <u>015</u>	k. Card no. (21) <u>1</u>

For Electronic Site issued to _____
 (Kind of Permit)
Bogus Basin Recreational Association, on 04/03/79
 (Name of Permittee) (Date of Permit)

which is hereby amended as follows:

1.(A-6) Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 USC 3101, et seq., and regulations at 7 CFR Part 3, Subpart B, an interest charge shall be assessed on any payment not made by the payment due date. Interest shall be assessed using the most current rate prescribed by the United States Department of the Treasury's Fiscal Manual (TFM-6-8025.20). Interest shall accrue from the date the fee payment was due. In addition, certain processing and handling administrative costs may be assessed in the event the account becomes delinquent and added to the amounts due.

A penalty of 6 percent per year shall be assessed on any payment overdue in excess of 90 days from the payment due date

Payments will be credited on the date received by the designated collection officer or deposit location. If the payment due date(s) falls on a nonworkday, the interest and penalty charges shall not apply until the close of business of the next workday.

2.(B-24) Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomena in the Forest that present risks which the holder assumes. The holder has responsibility of inspecting the site, lot, 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.

This Amendment is accepted subject to the conditions set forth herein, and to conditions 3 to 12 attached hereto and made a part of this Amendment.

PERMITTEE	NAME OF PERMITTEE BOGUS BASIN RECREATIONAL ASSOCIATION	SIGNATURE OF AUTHORIZED OFFICER TITLE	DATE
ISSUING OFFICER	NAME AND SIGNATURE <i>Donald E. Peterson</i> DONALD E. PETERSON	TITLE DISTRICT RANGER	DATE <i>04/09/91</i>

GPO 925-202

FS-2700-23 (3)

APR 21 1992

3.(C-16) This permit is contingent upon the installation layout and development plans as submitted by the holder and approved as a part of this permit for this specific location. Any and all subsequent relocations, alterations, revisions, additions, construction, or reconstruction of housing and mounting facilities, including antenna towers or masts, shall require advance notification and approval of the Forest Service and advance modification of this permit.

4.(E-2) Unless sooner terminated or revoked by the authorized officer, in accordance with the provisions of the authorization, this authorization shall expire and become void on December 31, 1992, but a new special-use authorization to occupy and use the same National Forest System land may be granted provided the holder will comply with the then-existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the authorized officer not less than six (6) months prior to said date that such new authorization is desired.

5.(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 authorized officer in the form of a new permit or permit amendment.

6.(X-19) The holder 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 holder of the privileges thereof.

7.(X-42) The holder, in the exercise of the privileges granted by this permit, shall require that employees, sublessees, contractors, subcontractors, or renters and their employees comply with all applicable conditions of this permit and that the conditions of this permit be made a part of all subleases, contracts, subcontracts, or rental agreements. This clause shall not be construed as authorizing such subleases, contracts, subcontracts, or rental agreements unless specifically authorized elsewhere in the permit.

8.(X-49) This permit is not exclusive; that is, the Forest Service reserves the right to use or permit others to use any part of the permitted area for any purpose, provided such use does not interfere with the rights and privileges hereby authorized.

9.(X-56) All transmitting and receiving equipment, including power supplies, shall be mounted in enclosed metal cabinets or standard racks with effective radio-frequency protective metal shielding covers. All electronic equipment, including associated cables, wiring, auxiliary equipment, and antenna systems, shall be installed and maintained in a clean, neat, and orderly manner, and shall be electrically and mechanically sound.

10.(X-60) The operation of the equipment covered by this permit shall not interfere with United States Government radio or electronic operations already in existence on National Forest land within two (2) miles of the site to which this permit refers. The permittee shall at its own expense take all action necessary to prevent or eliminate such interferences. If it does not eliminate such interference within ten (10) days after receipt of notice from the Forest Service to do so, this permit may be terminated forthwith.

11.(X-61) The holder shall cease operations under this permit temporarily if they interfere with United States Government radio or electronic operations in an emergency situation.

12.(X-91) Preliminary (consulting) surveys may be conducted on National Forest System lands only when required by the Forest Service as a condition to its authorizing or concurring in some activity or occupancy; or when needed by the Forest Service because of its own authorized activities.

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TERM SPECIAL USE PERMIT

Act of March 4, 1915, as amended July 28, 1936,
or Act of March 30, 1948
(Ref. FSM 2710)

a. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
70	04	Boise 02
d. District (7-8)	e. User number (9-12)	f. Kind of use (13-15)
Boise 02	2720	Winter Sports Resort 161
g. State (16-17)	h. County (18-20)	i. Cord no. (21)
Idaho 16	Boise 015	1

Permission is hereby granted to Bogus Basin Recreational Association, Incorporated
of 731 North 15th Street, Boise, Idaho 83702,
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:

Those portions of T. 5 N., R. 3 E., Boise meridian, as follows:

SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ NEL $\frac{1}{4}$ SW $\frac{1}{4}$, Section 9;
S $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ S $\frac{1}{2}$ SE $\frac{1}{4}$, Section 10; S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 11;
W $\frac{1}{2}$, W $\frac{1}{2}$ W $\frac{1}{2}$ E $\frac{1}{4}$, Section 14; all of Section 15, excluding electronic
site Lot Nos. 1 thru 11; NE $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$, Section 21, excluding
electronic site Lot Nos. 1 thru 6, 8, and 9; NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$,
N $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 22; N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$,
N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 23, as shown on the attached map.

This permit covers 24.0 acres and is issued for the purpose of:

Constructing, operating and maintaining all necessary facilities and
structures for the operation of the Bogus Basin Ski Area, including,
but not limited to, lifts and tows as described on Page 2a, attached,
and a ski school. The remaining area is covered by a supplemental,
terminable permit of the same date, attached hereto.

1. Construction or occupancy and use under this permit shall begin within two months, and
construction, if any, shall be completed within ten 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 Agri-
culture, the sum of 19 Dollars (\$) for the period from 19 to 19, and thereafter
annually on 19 Dollars (\$):
Provided, however, That the charges for this use shall be readjusted as of, and effective on, the beginning
of each 5-year period from the due 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
65 attached hereto and made a part of this permit.

PERMITTEE	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
	BOGUS BASIN RECREATIONAL ASSOCIATION, INC.	<i>Tom Brandon</i>	5/14/76
ISSUING OFFICER	NAME AND SIGNATURE	TITLE	DATE
	<i>John R. Glenn</i>	Forest Supervisor	MAY 14 1976

(CONTINUED ON REVERSE)

2700-5 (9/72)

4. Development plans; lay-out plans; construction, reconstruction, or alteration of improvements; or revision of lay-out 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 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 revoked 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 agrees that the amount which the United States shall be required to pay for improvements in accordance with Clause 16 shall in no event exceed \$_____, and that this instrument may be introduced in any judicial proceedings for the acquisition of such improvements by the United States as the stipulation of the permittee and the United States with regard to the maximum amount which the United States shall be required to pay for the taking thereof.

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.

**BOGUS BASIN RECREATIONAL ASSOCIATION
WINTER SPORTS RESORT
TERM SPECIAL USE PERMIT ACREAGE**

<u>Area</u>	<u>Improvement</u>	<u>Length*</u>	<u>Width*</u>	<u>Acres</u>
Chair No. 1	Chairlift	3861	50	4.43
Chair No. 3	Chairlift	4552	50	5.23
Chair No. 4	Chairlift	2960	50	3.40
Chair No. 6	Chairlift	5380	50	6.18
Pomalift	Pomalift	2248	50	2.58
Rope Tows	Rope Tow	200	50	.23
Shafer Butte	Ski Patrol Building	20	15	.01
Playboy Run	Piping	750	10	.17
Alpine-Bogus Creek Trail - Run	Piping	1950	10	.45
War Eagle Run	Piping	1500	10	.34
Comeback Run	Piping	475	10	.11
Triumph Run	Piping	1475	10	.34
Bonanza Run	Piping	725	10	.17
Pine Creek Run	Piping	1200	10	<u>.27</u>
Total				24.0

*Feet

20. (A-8) The annual fees due the United States for those activities authorized by this permit shall be calculated on sales according to the schedule below:

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 & 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. This has been determined to be 69 percent, as shown on Exhibit 1, 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.

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 result when sales are 40 percent of the breakeven point. This fee will be calculated and billed by the Forest Service during the final quarter of the permittee's

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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.

21. (A-7) For purposes of recording and reporting sales, and sales-related information including the cost of sales, the activities of the concessioner are divided into:

Service, Food. Includes the serving of meals, sandwiches, and other food materials either consumed on the premises or prepared for carryout. Snackbars are included here, as well as the sale of nonalcoholic drinks 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 and beer 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 "Grocery" and "Service, Food."

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 marina-type equipment, such as boats, motors, boat docks and boat moorings, and boat launching. Rentals of ski and snow play equipment and snowmobiles are also included.

Lifts, Tows, and Ski Schools. Includes charges for use of all types of up-hill transportation facilities and for sports lessons and training.

Grossed 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.

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- a. Costs of the following items verified by a representative of the Forest Service to be in existence and used by the 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 May 31, 1976, the initial GFA under this ownership has been determined to be \$3,482,746 as shown in detail on attached Schedule A.

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:

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- 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 sightseeing-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. 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.)

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.

Commissions are payments received by the permittee for serving as an agent or providing services, such as those described in items e and f.

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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, breakeven 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, Boise National Forest, 1075 Park Boulevard, Boise, Idaho 83706. 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 August 31 of each year an annual operating statement reporting the results of operations including yearend adjustments. The permittee will 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 an additional fee required to correct fees paid for the past year's operation.
4. Report sales, calculate fees due using forms supplied, and make payment each month, except for periods in which no sales take place and the permittee has notified the Forest Service that his operation has entered a seasonal shutdown for a specific period. Reports and payments will be made by the 15th of the month following the end of each reportable period.

The Forest Supervisor, prior to July 1, will furnish the permittee with a tentative rate which shall be applied to sales in the fee calculation (item 4), such rate to be one that will produce the expected fee based on past experience. The correct fee will be determined at the end of the year and adjustment made as provided under item 3.

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Any balance that may exist will be credited and applied against the next payment due.

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 as provided in regulations issued by the Secretary of Agriculture (36 CFR 200.6(f)).

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 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.
2. A record of all disbursements including capital items, and a permanent record of investments in facilities.

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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 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 canceled 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

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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-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.
29. (B-10) The permittee shall have in force public liability insurance covering: (1) property damage in the amount of one hundred thousand dollars (\$100,000), and (2) damage to persons in the minimum amount of three hundred thousand dollars (\$300,000) in the event of death or injury to one individual and the minimum amount of three hundred thousand dollars (\$300,000) in the event of death 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 canceled or its provisions changed or deleted before thirty (30) days written notice to the Forest Supervisor, 1075 Park Boulevard, Boise, Idaho 83706, by the insurance company.
30. (B-13) Not later than September 30th 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.

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Inspections will be made in accordance with the current American National Standard Safety Requirements for Aerial Passenger Tramways.

31. (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 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.
32. (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.
33. (B-22) The permittee shall maintain and operate a ski school on the permit area. The director for said school shall be 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.
34. (B-31) Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomena in the forest that present risks 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.
35. (B-32) The permittee shall maintain an adequate ski-patrol organization. The patrolman shall meet the qualifications required by the Forest Service and may be either paid or volunteer. At all times during which the public is using the uphill equipment or skiing the slopes, there shall be at least one patrolman on duty for each operating lift.
36. (B-33) A safety plan which clearly fixes public safety responsibilities will be prepared by the Forest Service, preferably as a joint effort by the Forest Service and the permittee. The plan shall have the written approval of the Forest Supervisor. As a minimum, it shall be reviewed and updated annually by October 15. The permittee shall comply with the plan and perform those parts of it which are assigned as his responsibility. The plan should include at least the following items:
 - a. Statement clearly defining responsibilities for snow safety, including avalanche hazard forecasting and control, search and rescue, equipment and supplies, and assignment of personnel, by the Forest Service and the permittee in carrying out the plan.

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b. Analysis and plan of avalanche control.

c. Avalanche rescue plan.

d. Aerial lift evacuation plan.

e. First aid and ski patrol requirements.

f. Sign plan.

g. Statement clearly defining the responsibilities of the permittee and of the Forest Service in safety matters involving operation, inspection, maintenance, and repairs of ski tows, lifts, and runs and related facilities in the area. Departures from the requirements of the current American National Standard Safety Requirements for Aerial Passenger Tramways, including permission to use other devices or methods which provide features comparable to the standard, shall be specifically documented.

37. (C-1) As part of this permit, a schedule for the progressive development of the permitted site and installation of facilities shall be prepared jointly by the permittee and the Forest Service. Such a schedule shall be prepared by May 14, 1976, and shall set forth an itemized priority list of planned improvements and the due date for completion. This schedule shall be made a part of this permit. The permittee may accelerate the scheduled date for installation of any improvement authorized, provided the other scheduled priorities are met; and provided further, that all priority installations authorized are completed to the satisfaction of the Forest Service and ready for public use prior to the schedule due date. See Supplement No. 1.

All required plans and specifications for site, improvements, and structures included in the development schedule shall be submitted to the Forest Service at least forty-five (45) days before the construction date stipulated in the development schedule.

In the event there is agreement with the Forest Service to expand the facilities and services provided on the areas covered by this permit, the permittee shall jointly prepare with the Forest Service a development schedule for the added facilities prior to any construction. Such schedule shall be made a part of this permit.

38. (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" = 400' with 10-foot contour intervals. The permittee is encouraged to consult with the Forest Service during the preparation of the site plan to ensure that it is adequate and to gain multiple use compliance. No construction shall be undertaken by the permittee prior to site plan approval.

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39. (C-3) As a further guarantee of the faithful performance of the provisions of clause 37 of this permit, the permittee agrees to deliver and maintain a surety bond in the amount of \$20,000.

Prior to undertaking additional construction or alteration work not provided for in the above clause, or when the improvements are to be removed and the area restored later, 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 loss which the Government would suffer upon default in performance of this work.

Should any surety or any bond delivered under this permit become unsatisfactory to the Forest Service, the permittee shall, within thirty (30) days of demand, furnish a new bond with a surety that is 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. As soon as security for the performance of the work for which the bond was provided, or for the settlement of claims incident thereto, is no longer necessary, deposits which may have been made in lieu of surety bond shall be returned to the permittee, or appropriate notice shall be given to the surety.

40. (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 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.

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.

41. (C-7) All uphill facilities shall be designed, constructed, operated, inspected, and maintained in accordance with the current American National Standard Safety Requirements for Aerial Passenger Tramways. Plans must be approved by the Regional Forester.

Prior to construction of any uphill system, the permittee shall submit to the Forest Service an accurate ground-profile and snow-profile map scaled not smaller than one hundred (100) feet equals one (1) inch horizontally and forty (40) feet equals one (1) inch vertically. The map shall show all tower locations and the cable profiles.

42. (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.
43. (C-12) The plans on the accompanying sheets entitled Supplement No. 2, submitted by Bogus Basin Recreational Association, permittee, dated December 17, 1975, and May 13, 1976, and the related specifications prepared by Lift Engineering and Manufacturing, Inc., and Hoffman, Fiske, and Wyatt, Engineers, and approved by the Forest Service are attached to and hereby made a part of this permit.
44. (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 reestablished 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.
45. (D-7) The permittee shall be responsible for the prevention and control of soil erosion and gullying on the area covered by this permit and lands adjacent thereto, and shall provide preventive measures as required.
46. (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.
47. (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.

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48. (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.
49. (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.
50. (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, mailboxes, newspaper boxes, boathouses, docks, pipelines, and television antenna.
51. (X-14) This permit is for the occupancy of land for the purpose stated and does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a Government agency, utility, association, or individual.
52. (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.
53. (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.
54. (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.
55. (X-26) The sale of liquors, 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 liquors, 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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56. (X-28) The permittee shall restrict all parking to areas approved by the Forest Service.
57. (X-29) No signs or advertising devices shall be erected on the area covered by this permit, or highways leading thereto, without prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards.
58. (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 Boise National Forest shall be made apparent in all of the permittee's brochures regarding use and management of the area and facilities under permit.

59. (X-42) The permittee, in the exercise of the privileges granted by this permit, shall require that his employees, sublessees, contractors, sub-contractors, or renters and their employees comply with all applicable conditions of this permit and that the conditions of this permit be made a part of all subleases, contracts, subcontracts, or rental agreements.
60. (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 purpose, provided such use does not interfere with the rights and privileges hereby authorized.
61. (X-59) All improvements constructed under this permit shall be equipped with lightning protection equal to that prescribed by the Forest Service for its structures.
62. (X-71) The permittee or a designated representative shall be present on the premises at all times when the facilities are open to the public. The permittee will notify the District Ranger in writing who the representative will be.
63. (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.

64. (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 stockholders and amount of stock owned by each will be furnished the Forest Supervisor on his request.
65. (X-18) This permit supersedes a special-use permit designated: Bogus Basin Recreational Association, Inc., Winter Sports Resort, 7/19/65.

OWNERSHIP PROPORTION BASED ON SLOPE TRANSPORT FEET METHOD

Lift	Capacity Per Hour	Slope Distance By Land Ownership			National Forest Right-of-Way Permitted			Slope Transport Feet		
		Nat'l Forest	Private	Total	Length	Width	Acres	Nat'l Forest	Private	Total
Chair #1	900	3861	205	4066	3861	50	4.43	3,474,900	184,500	3,659,400
Chair #2	1200	-	3164	3164	-	-	-	-	3,796,800	3,796,800
Chair #3	1040	4352	-	4352	4352	50	5.23	4,734,080	-	4,734,080
Chair #4	1200	2960	150	3470	2960	50	3.40	3,552,000	612,000	4,164,000
Chair #5	1200	-	2490	-	-	-	-	-	2,988,000	2,988,000
Chair #6	1200	5380	-	5380	5380	50	6.18	6,456,000	-	6,456,000
Pons	650	2248	204	2452	2248	50	2.58	1,461,000	132,600	1,593,600
Rope Tows	900	200	1400	1600	200	50	.23	180,000	1,260,000	1,440,000
TOTALS	8290	19,201	7973	27,174	19,201	50	22.05	19,858,180	8,973,900	28,832,080
Percent of Total	-	71%	29%	100%	-	-	-	69%	31%	100%

SEP 21 1992

**Bogus Basin Ski Area
Construction Schedule of Expansion Area
to be Completed by
December 31, 1976**

1. Install Chairlift No. 6.
2. Construct Ski Slopes -
 Ski Run Nos. 1, 5, and 7-7A
3. Construct Clear Creek Cat Track and cat tracks as proposed
 from lower terminal No. 6 to Ski Run No. 1.
4. Improve the South Fork of Pine Creek Road for temporary access
 to the lower terminal of Chairlift No. 6.
5. Install a permanent gate on the South Fork Pine Creek Road below
 the lower terminal of Chairlift No. 6.
6. Relocate Shafer Butte electronic site structures (Bureau of
 Reclamation and Idaho Communications).
7. Raise the Shafer Butte Lookout one floor above upper existing
 floor.

FILED

SEP 21 1992

pplement No. 2
Bogus Basin Recreational
Association Special Use
Permit dated 5/14/76.

Plans and Specifications in accordance with Clause 43 of Bogus Basin
Special Use Permit dated May 14, 1976.

- Item 1 Lift and Design Summary of Proposed Lift No. 6,
 Bogus Basin.
 Lift Engineering and Manufacturing, Inc.
 December 17, 1975.
- Item 2 Engineering Report, South Fork Pine Creek
 Development.
 Hoffman, Fiske, and Wyatt, Consulting Engineers,
 May 13, 1976.

RECEIVED

SEP 21 1992

65-13381

BOGUS BASIN RECREATIONAL ASSOCIATION INC
C/O SCOTT L CAMPBELL
DAVIS WRIGHT TREMAINE
702 W IDAHO STE 700
BOISE, ID 83702

Source: UNNAMED STREAM

Tributary: BOGUS CREEK

Diversion Pt: NESE Sec 9 T 05N R 03E in BOISE County.

Use: COMMERCIAL (.340 CFS)

Total Diversion: (.340 CFS)

Date Filed: 5/ 7/1992

In: BOISE County

T05N R03E S09

S10

NESE

NWSW

This Right when Combined with Right No. 63-11821, 65-13382, shall not exceed .34 CFS.

MICROFILMED

SEP 21 1992