

Maline, Denise

From: Skinner, Corey
Sent: Thursday, October 9, 2025 1:32 PM
To: Maline, Denise
Subject: FW: Galena GWD Fallowing, Sun Valley Community School
Attachments: 20251009 Ltr to IDWR re Fallowing.pdf

Denise,

Please scan & profile this e-mail string and the attached PDF to water right files 37-8157, 37-20901, and 37-22681.

Thanks,

Corey

From: Chris Bromley <cbromley@mchughbromley.com>
Sent: Thursday, October 9, 2025 9:28 AM
To: Skinner, Corey <Corey.Skinner@idwr.idaho.gov>
Cc: Heather O'Leary <heo@lawsonlaski.com>
Subject: RE: Galena GWD Fallowing, Sun Valley Community School

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Corey,

Please see the attached letter for filing in the Community School's water right files, nos. 37-8157, 37-20901, and 37-22681. If you would like me to also send this to file@idwr.idaho.gov, please let me know.

I'm copying Heather so she also has a copy of the letter for her file.

Thanks,

Chris

From: Skinner, Corey <Corey.Skinner@idwr.idaho.gov>
Sent: Thursday, October 9, 2025 8:34 AM
To: Chris Bromley <cbromley@mchughbromley.com>
Subject: RE: Galena GWD Fallowing, Sun Valley Community School

SUPPORT DATA
IN FILE # 37-8157

Chris,

I like that idea. We can certainly scan it into water right files. If it is a situation where it is a supplemental groundwater right, or stacked with other rights, we will want to make sure we scan the submitted information to all the water right files associated with the fallowed acres.

Corey

From: Chris Bromley <cbromley@mchughbromley.com>
Sent: Thursday, October 9, 2025 8:27 AM
To: Skinner, Corey <Corey.Skinner@idwr.idaho.gov>
Subject: Galena GWD Fallowing, Sun Valley Community School

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Corey,

I'm attaching an agreement that Sun Valley Community School (my client) entered into with Galena GWD to fallow 31.9 acres. The acres are in the Water Bank for 2025 and will then go into the GGWD fallowing program starting on January 1, 2026 for a two-year term. What I'd like to work through with you is how to document this in IDWR's files. One thought is for me to send a cover letter and the attached agreement, for the agreement to then go into the water right files for Community School. If you have other ideas, please let me know.

Thanks,

Chris

M^cHUGH BROMLEY

ATTORNEYS AT LAW, PLLC

Candice M. McHugh
cmchugh@mchughbromley.com

380 S. 4th Street, Ste. 103
Boise, Idaho 83702
(208) 287-0991

Chris M. Bromley
cbromley@mchughbromley.com

October 9, 2025

RECEIVED

OCT 09 2025

DEPT OF WATER RESOURCES
SOUTHERN REGION

Corey Skinner
Idaho Dept. of Water Res., Southern
650 Addison Ave. W., Ste. 500
Twin Falls, ID 83301-5858
corey.skinner@idwr.idaho.gov

Re: Fallowing Agreement Between Sun Valley Community School, Inc. and Galena Ground Water District, Water Right Nos. 37-8157, 37-20901, and 37-22681, I.C. § 42-223(4)

Dear Corey:

Please find attached a *Fallow Agreement* ("Agreement") entered into between the Sun Valley Community School, Inc. ("School") and the Galena Ground Water District, involving water right nos. 37-8157, 37-20901, and 37-22681 ("Water Rights"), effective January 1, 2026. Pursuant to Idaho Code § 42-223(4), the *Agreement* will result in the fallowing of 31.9 acres of land that is owned by the School and irrigated with the Water Rights. The term of the *Agreement* will expire on December 31, 2027, which is the end-date of the Director's *Final Order Approving Three-Year Extension of Ground Water Management Plan* (Dec. 20, 2024) ("Plan"). If the *Plan* is extended, the School anticipates the Water Rights will continue to be fallowed.

The Water Rights authorize the irrigation of up to 41 acres in Township 4 North, Range 18 East, Section 16, SWNW (1.0), NWSW (30.0), and SWSW (10.0). Presently, the School is leasing 30.4 acres to the Water Supply Bank, pursuant to Lease Contract No. 2037 and Lease Contract No. 2038, which will expire on December 31, 2025. The acres in the Water Supply Bank are located in Township 4 North, Range 18 East, Section 16, SWNW (1.0), NWSW (23.2), and SWSW (6.2).

This summer, the School began the process of converting a 1.5-acre grass soccer field to artificial turf, located wholly in Township 4 North, Range 18 East, Section 16, SWSW. The construction is now effectively complete, meaning the field will not be irrigated, starting with the 2026 irrigation season.

If you would please file the *Agreement*, together with this cover letter in the Water Rights files, I would greatly appreciate it. If you have any questions, please do not hesitate to contact me.

Sincerely,



CHRIS M. BROMLEY

Encl.

FALLOW AGREEMENT

THIS FALLOW AGREEMENT ("Agreement") is made, entered into, and effective as of January 1, 2026 ("Effective Date") by and between Galena Ground Water District, a political subdivision of the State of Idaho ("Galena GWD") whose address is P.O. Box 2761, Sun Valley, Idaho 83353, and the Sun Valley Community School ("Water Right Owner") whose address is PO Box 2118, Sun Valley, Idaho 83353. Galena GWD and the Water Right Owner may be referred to herein as "the Parties."

RECITALS

A. WHEREAS Galena GWD was formed by an election of the ground water users within its designated boundaries ratified by the Blaine County Commissioners on November 16, 2015;

B. WHEREAS on May 4, 2022, the Director of the Idaho Department of Water Resources ("IDWR") issued an Order Approving the Final Big Wood River Ground Water Management Area Management Plan ("Management Plan") for a three-year term from May 4, 2022 through December 31, 2024 which required Galena GWD, among other things, to fallow at least 200 acres in 2022 and 2023 and 500 acres in 2025 within its district boundary;

C. WHEREAS on December 20, 2024, the Director of IDWR issued an Order Approving Three-Year Extension of Ground Water Management Plan ("Extended Management Plan") for an extended three-year term from January 1, 2025 through December 31, 2027 which required, among other things, Galena GWD to fallow at least 200 acres per year ("Fallow Requirement") within its district boundary, or outside its district boundary but within the Big Wood River Ground Water Management Area ("BWRGWMA") west of Highway 75. The Extended Management Plan clarified that no fallow was required during a "Wet" irrigation season water supply;

D. WHEREAS Water Right Owner is the current owner of Water Right No. 37-8157, 37-20901, and 37-22681 (the "Water Right"), which allows for the irrigation of up to 41 acres on the property located at Township 4 North, Range 18 East, Section 16, SWNW (1.0 acres), NWSW (30.0 acres), SWSW (10.0 acres) (the "Property"). The Property is located within Galena GWD's district boundary. Attached hereto as Exhibit A is a true and correct copy of the Water Right's IDWR Water Report and Place of Use Map for the Water Right;

E. WHEREAS Water Right Owner has fallowed approximately 30.4 acres of its Water Right for the entirety of the 2025 irrigation season, which began on March 15 and will end on November 15, with said acres leased into the Idaho's Water Supply Bank;

F. WHEREAS said acres are located in: Township 4 North, Range 18 East, Section 16, SWNW (1.0), NWSW (23.2 acres), SWSW (6.2 acres).

G. WHEREAS during the 2025 irrigation season, the Water Right Owner has been in the process of converting a grass soccer field to artificial turf, located in: Township 4 North, Range 18 East, Section 16, SWSW (1.5 acres);

H. WHEREAS Water Right Owner wishes to cease irrigating the above-referenced 31.9 acres ("Fallowed Acres") for the 2026 irrigation season and the 2027 irrigation season, consistent with the term of the Extended Management Plan ("Fallow Term");

I. WHEREAS Attached hereto as Exhibit 1 is an illustrative map depicting the location of the Fallowed Acres;

J. WHEREAS Galena GWD desires to provide a credit to Water Right Owner for its Galena GWD assessment in exchange for the Fallowed Acres for the Fallow Term, consistent with its fallowing policy;

K. WHEREAS Water Right Owner will continue to use its Water Right to irrigate the remaining 9.1 acres of the place of use, located in: Township 4 North, Range 18 East, Section 16, NWSW (6.8) and SWSW (2.3) ("Irrigated Acres").

L. WHEREAS the Parties recognize that Idaho Code § 42-222 provides that a water right may be forfeited by a failure to apply it to a beneficial use for a term of five (5) years. The Parties further recognize that Idaho Code § 42-223(4) provides an exception to forfeiture if the reason for the nonuse of the water is to comply with the provisions of a ground water management plan approved by the Director of IDWR, such as the Extended Management Plan; and

M. WHEREAS the Parties do not intend for any portion of the Water Right to be subject to forfeiture during the Fallow Term. Rather, the purpose of this Agreement is to fallow the Water Right so that Galena GWD may comply with the Fallow Requirement set forth in the Extended Management Plan, with the Water Right Owner receiving the benefit of a credit in its assessments and protection from forfeiture pursuant to Idaho Code § 42-223(4).

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION of the above recitals which are incorporated below, and of the mutual covenants and agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Fallow of the Water Right. Water Right Owner will continue to use the Water Right for the Irrigated Acres and hereby agrees to forego using any portion of the Water Right on the Fallowed Acres for the entirety of the Fallow Term. So long as the Water Right is fallowed, it is the intention of the Parties that the Water Right is protected from forfeiture pursuant to Idaho Code § 42-223(4).

2. Compensation for Fallowing. In exchange for Water Right Owner agreeing to fallow the Water Right for the Fallow Term, Galena GWD will provide Water Right Owner with a credit ("Fallow Credit") for its 2026-2027 Galena GWD assessment. In 2026, the Fallow Credit will be \$530.62. In 2027, the Fallow Credit will be consistent with Galena GWD's fallowing policy.

3. Violation of Fallow Term. In the event that Water Right Owner fails to comply with the terms of this Agreement during the Fallow Term, the Fallow Credit will be revoked, and Water Right Owner will be assessed at Galena GWD's full assessment rate for the Fallow Term in arrears.

4. Miscellaneous Provisions.

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

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

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

d. Amendment. This Agreement may be amended only in writing signed by the Parties.

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

f. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Idaho.

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

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

IN WITNESS WHEREOF, the Parties have executed this Fallow Agreement the day and year written herein.

GALENA GWD:

GALENA GROUND WATER DISTRICT, a
political subdivision of the State of Idaho

By _____

Name: _____

Its: _____

WATER RIGHT OWNER:

SUN VALLEY COMMUNITY SCHOOL

By: Benjamin L. Pettit

Name: Benjamin L. Pettit

Its: Head of School

Dated: 10/8/2025

GALENA GWD:

GALENA GROUND WATER DISTRICT, a
political subdivision of the State of Idaho

By: 
Name: Judd McMahan
Its: Chairman

WATER RIGHT OWNER:

SUN VALLEY COMMUNITY SCHOOL

By: _____
Name: _____
Its: _____

GGWD AND SVCS FOLLOWING AGREEMENT

37-8157, 37-20901, 37-22681

This map generally depicts the place of use to be idled



-  Point of Diversion
-  Place of Use
-  Townships
-  PLS Sections
-  Quarter Quarters

