



UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

Idaho Panhandle National Forests
(Coeur d'Alene, Kaniksu, and St. Joe)
Fernan Ranger District
Box 310
Coeur d'Alene, ID 83814



2720

July 10, 1974

Mr. Armin O. Zahn
Route 1, Box 183
Cataldo, ID 83810

Dear Mr. Zahn:

Enclosed are the original and two copies of Special Use Permit for the water transmission line formerly under permit to B. R. Sellers. We are also enclosing our Bill for Collection for \$10.00 which covers the transfer fee from Mr. Sellers to you. Payment of the Special Use for calendar year 1974 was made by Mrs. Sellers.

Please sign, date and return the two copies of the permit with your remittance by July 31. The original is for your record.

A copy of this letter is being sent to Mrs. Sellers as record that the permit to B. R. Sellers will be closed on our records on July 31.

If you have any questions regarding this permit, please feel free to contact me or George Ward, Forester in charge of Special Uses on our District.

Sincerely,

JOHN F. HOSSACK
District Ranger

Enclosures

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APR 02 2015

This permit is revocable and nontransferable
(Ref. FSM 2710)

a. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
<u>70</u>	<u>01</u>	<u>04</u>
d. District (7-8)	e. Use number (9-12)	f. Kind of use (13-15)
<u>03</u>	<u>----</u>	<u>911</u>
g. State (16-17)	h. County (18-20)	k. Card no. (21)
<u>16</u>	<u>055</u>	<u>1</u>

of Route 1, Box 183, Cataldo, ID 83810

SW 1/4 NE 1/4 and NW 1/4 SE 1/4, Section 9, Township 48 North, Range 1 West, Boise Meridian - as shown on the attached map which is hereby made a part of this permit.

This permit covers 1/10 acres and/or ~~xxxxxxxxxxxx~~ miles and is issued for the purpose of:

Domestic water source with feeder pipeline. Construction of cement reservoir and 4 inch wood pipeline is completed. Permit is for maintenance of the transmission line and reservoir.

1. Construction or occupancy and use under this permit shall begin within one months, and construction, if any, shall be completed within N/A 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 Agriculture, the sum of Ten and no/100-----Dollars (\$ 10.00-----) for the period from August 1----- 1974 , to December 31----- , 1974 , and thereafter annually on January 1-----

Ten and no/100-----Dollars (\$ 10.00-----):
Provided, however, Charges for this use may be made or readjusted whenever necessary 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 18 to 26 attached hereto and made a part of this permit.

PERMITTEE	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
		TITLE	SCANNED APR 02 2015 DATE
ISSUING OFFICER	NAME AND SIGNATURE	TITLE	
	John F. Hossack	Acting Forest Supervisor	7/10/74

4. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout 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 precautions 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. 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.

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 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.

14. In case of change of address, the permittee shall immediately notify the forest supervisor.

15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

16. 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.

17. In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provisions thereof, the following clauses will control.

SCANNED 620-866-132

APR 02 2015

18. 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.

19. 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.

20. Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomenonons in the forest that present risks which the permittee assumes. The permittee has the responsibility of inspecting his 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.

21. Unless sooner terminated or revoked by the Forest Supervisor in accordance with the provisions of the permit, this permit shall expire and become void on December 31, 1983, but a new permit to occupy and use the same National Forest land may be granted provided the permittee will comply with the then-existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the Regional Forester not less than three months prior to said date that such new permit is desired.

22. This permit is granted with the express understanding that should future location of Government improvements or road rights-of-way require the relocation of the permittee's improvements, such relocation will be done by the permittee at his expense within sixty (60) days following request to relocate.

23. This permit confers no right to the use of water by the permittee.

24. No waste or byproducts shall be discharged if it contains any substances in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies.

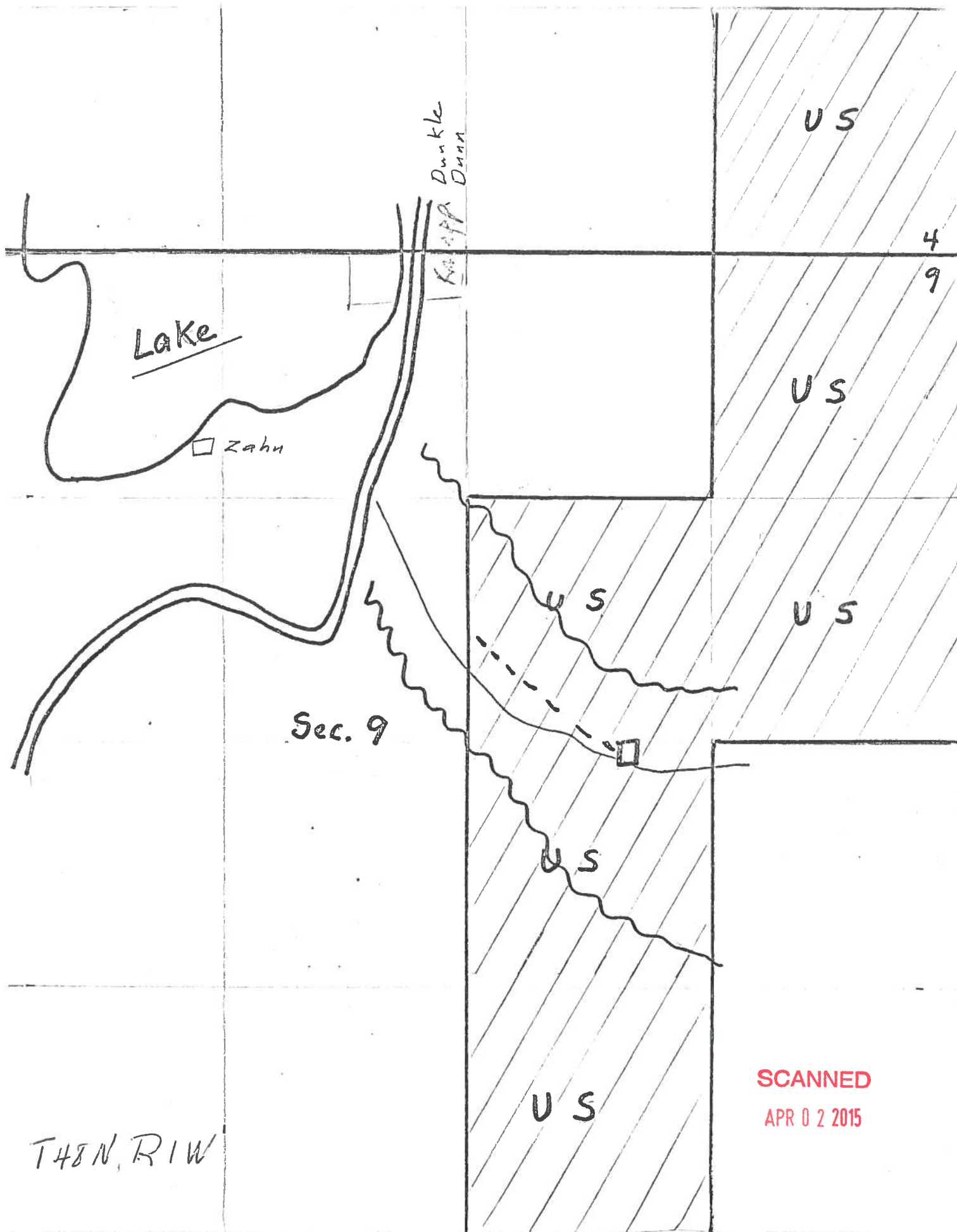
Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies.

25. The permittee shall be responsible for the prevention and control of soil erosion and gullyng on the area covered by this permit and lands adjacent thereto, and shall provide preventive measures as required by specifications attached to and made a part of this permit.

26. 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.

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APR 02 2015





United States
Department of
Agriculture

Forest
Service

Fernan Ranger District 2502 East Sherman
Coeur d'Alene, ID 83814

Reply to: 2720 Special Uses

Date: September 23, 1982

Subject: Special Use Permit, 7-10-74

To: Mr. Armin O. Zahn
701 Foster
Coeur d'Alene, ID 83814

Enclosed is your approved copy of Amendment #1 to the above designated
Special Use Permit.

GEORGE R. WARD
Supervisory Forester

Enclosure (1)

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APR 02 2015



United States Department of Agriculture Forest Service AMENDMENT #1 FOR SPECIAL USE PERMIT Ref: FSM 2714	a. Record no. (1-2) 70	b. Region (3-4) 01	c. Forest (5-6) 04
	d. District (7-8) 03	e. User number (9-12) 5123	f. Kind of use (13-15) 911
THIS AMENDMENT IS ATTACHED TO AND MADE A PART OF THE ☐ TERM ☒ ANNUAL PERMIT	g. State (16-17) 16	h. County (18-20) 055	k. Card no. (21) 1

For Domestic water reservoir and transmission line issued to _____
 (KIND OF PERMIT)
Armin O. Zahn , on 7-30-74
 (NAME OF PERMITTEE) (DATE OF PERMIT)

which is hereby amended as follows:

As stated in FSM 2715 (Supplement 67 - 8-79) the minimum annual fee is twenty-five dollars (\$25.00).

AMEND CLAUSE 2 TO READ:

In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of twenty-five and no/100 dollars (\$25.00) for the period from January 1, 1983, to December 31, 1983, and thereafter annually on January 1 twenty-five and no/100 dollars (\$25.00): Provided, however, charges for this use may be made or readjusted whenever necessary to place the charges on a basis commensurate with the value of use authorized by this permit.

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APR 02 2015

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

PERMITTEE	NAME OF PERMITTEE Armin O. Zahn	SIGNATURE OF AUTHORIZED OFFICER <i>Armin O. Zahn</i>	DATE 9-12-82
ISSUING OFFICER	NAME AND SIGNATURE <i>Lawrence R. Cron</i> Lawrence R. Cron	TITLE District Ranger	DATE 9/22/82