

LEADLINE MAY 10, 1990

23

COPY

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE STATE OF IDAHO,
IN AND FOR THE COUNTY OF TWIN FALLS

IN RE THE GENERAL ADJUDICATION
OF RIGHTS TO THE USE OF WATER FROM
THE SNAKE RIVER BASIN WATER SYSTEM.

CIVIL CASE NUMBER: 39576

Ident. Number: A75-04490
Date Received: 4/02/1990
Receipt No: _____
Received By: _____

NOTICE OF CLAIM TO A WATER RIGHT
ACQUIRED UNDER STATE LAW

1. Name: TETON PEAKS COUNCIL, B.S.A. 208-522-5155
Address: DAUGHERTY SALMON RIVER
HIGH ADVENTURE BASE
574 4TH STREET
IDAHO FALLS, ID 83401

2. Date of Priority: JUL 24, 1963

3. Source: HALE GULCH Trib. to: SINKS

4. Point of Diversion:

Township	Range	Section	1/4 of 1/4 of 1/4	Lot	County
24N	19E	27			LEMHI

5. Description of diverting works:
HEADBOX AND PIPELINE TO CAMP FOR DOMESTIC USES.

6. Water is used for the following purposes:

Purpose	From	To	C.F.S	(or)	A.F.A.
DOMESTIC	01/01	12/31	0.040		

7. Total Quantity Appropriated is:
0.040 C.F.S. (and/or) A.F.A.

8. Total consumptive use is Acre Feet Per Annum.

9. Non-irrigation uses:
D/BOY SCOUT CAMP

10. Place of Use:

Township	Range	Section	1/4 of 1/4	Lot	Use	Acres
24N	19E	23	SW NW		DOMEST	

A75-04490

Page 1

Date: 04/02/90

COPY

10. Place of Use: Continued

Township	Range	Section	1/4 of	1/4	Lot	Use	Acres
24N	19E	23	SE	NW		DOMEST	
			NW	SW		DOMEST	

11. Place of use in counties: LEMHI

12. Do you own the property listed above as place of use? YES

13. Other Water Rights Used:
N/A

14. Remarks:
SECTION 27 IS UNSURVEYED, NO QUARTER-QUARTERS AVAILABLE.
SOURCE ORIGINALLY RECORDED AS WEND CREEK SPRING.

15. Basis of Claim: STATUTORY CLAIM

COPY

16. Signature(s)

(a.) By signing below, I/We acknowledge that I/We have received, read and understand the form entitled "How you will receive notice in the Snake River Basin Adjudication." (b.) I/We do _____ do not _____ wish to receive and pay a small annual fee for monthly copies of the docket sheet.

Number of attachments: _____

For Organizations:

I do solemnly swear or affirm that I am ASSISTANT SCOUT EXECUTIVE of
Title
TETON PEAKS COUNCIL B.S.A., that I have signed the foregoing
Organization
document in the space below as ASSISTANT SCOUT EXECUTIVE of
Title

TETON PEAKS COUNCIL B.S.A. and that the statements contained in the
Organization
foregoing document are true and correct. [Signature]
Signature of Authorized Agent
TETON PEAKS COUNCIL B.S.A.
Title and Organization
ASSISTANT SCOUT EXECUTIVE

4/2/90
Date

State of Idaho)
County of BOISEVILLE) SS.

Subscribed and sworn (or affirmed) before me this 2 day
of APRIL 19 90

[Signature]
Notary Public

Seal

Residing at IDAHO FALLS
My Commission Expires 7-12-94

COPY

4339

14

Creek

22 USMM 7

AQUEDUC

VABM 4245

40

Cable Crossing

T24N
R19E

P/O

Cable Crossing

23

4228

FORE

27

P/O

St. Lawrence

26

Gulch

WR0728NP (OD-124) IDAHO DEPARTMENT OF WATER RESOURCES
WATER RIGHT CLAIMS PROOF READING REPORT (REGIONAL)

Water Right Number - 75-04490 Adj. Flag Translation: Standard Water Right Number Old (D) Number -
+ - - - - Last Name - - - - + + - - - - - Address - - - - - +

*** C - CURRENT OWNER ***
GROVER
ROSCOE
1 -
2 -
3 -
City- NORTH FORK State- ID Zip- 83466
Phone -

+ - - Priority Date - - + + - - - Region - - - + + - - Stage - - - + + - - Status - - - +
07/24/1963 15 S - STATUTORY CLAIM
+ - - Source - - - - - + + - - - Tributary - - - - - SINKS

WEND CREEK SPRING
+ - - - - - - - - - - - - - - - Point of Diversion - - - - - + - - - - - +
Twn Rng Sec Tract Lot RFlg County
24N 19E 27 (59) LEMHI

+ - - - - Description Period From Period To Water Use Diversion Rate Diversion Volume
Code 01/01 12/31 0.040 cfs
43 - DOMESTIC

+ - Total Div. Rate - + + - Total Div. Volume - + + - Total Div. Capacity - +
0.040
+ - - - - - - - - - - - - - - - Place of Use - - - - - Description County
Twn Rng Sec Tract Lot Acres Code
24N 19E 22 43 DOMESTIC (59) LEMHI

Total Acres:

+ - - Diversion Means - HEADBOX & PIPE
+ - - Non-Irrigation Use -
+ - - Other Rights for Same Use -
+ - - - - - - - - - - - - - - - Remarks - - - - - +
SECTION 22 IS UNSURVEYED, NO QUARTER-QUARTERS AVAILABLE
+ - - - - - - - - - - - - - - - Conditions of Approval - - - - - +
No Conditions of Approval found.

+ - - - - Decree Plaintiff - - - + + - - - - Decree Defendant - - - +
00/00/0000

United States Department of Agriculture
Forest Service

SPECIAL USE PERMIT

Federal Land Policy and Management Act
of 1976 (43 U.S.C. 1761-1771)

This permit is revocable and nontransferable

| | | |
|---------------------|----------------------|-------------------------------|
| a. Record no.(1-2) | b. Region(3-4) | c. Forest(5-6) |
| 70
-- | Four 04
-- | Salmon 13
-- |
| d. District(7-8) | e. User number(9-12) | f. Kind of use (13-15) |
| North Fork 02
-- | 5254
---- | Water Transmission 915
--- |
| g. State(16-17) | h. County(18-20) | k. Card no.(21) |
| Idaho 16
-- | Lemhi 059
--- | 1
- |

Permission is hereby granted to Teton Peaks Council, Boy Scouts of America
of c/o Tim Chamberlain, 574 4th Street, Idaho Falls, Idaho 83401,
hereinafter called the permittee, to use subject to the conditions set out below,
the following described lands or improvements:

A tract of land 10 feet wide and approximately 5010 feet long adjacent
to Hale Gulch located in Section 22, T24N, R19E, Boise Principal Meridian,
as shown on the attached plat which is hereby made a part of this permit.

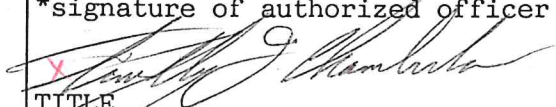
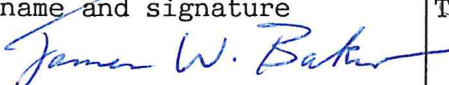
This permit covers 1.15 acres and/or .95 miles and is issued for the
purpose of:

Maintaining an existing headbox, 4910 feet of 1 1/4 inch buried plastic pipe,
and 200 feet of 2 inch buried plastic pipe to supply culinary water to
HES 545.

1. Construction or occupancy and use under this permit shall begin within
N/A 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 Twenty-Five Dollars
(\$ 25.00) for the period from January 1 1990 to December 31, 1990,
and thereafter annually on **** SEE CLAUSE NO. 18 ****,
Dollars (\$): ~~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 35 attached hereto and made a part of this permit.

| | | | |
|-----------------|--|---|-------------------|
| PERMITTEE | name of permittee
Teton Peaks Council
Boy Scouts of America | *signature of authorized officer

TITLE | date
X 11/6/89 |
| ISSUING OFFICER | name and signature

John E. Burns | TITLE
FOR:
Forest Supervisor | date
11/27/89 |

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 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. Upon change in ownership of the land or facilities authorized by this authorization, the rights granted under this authorization may be assigned to the new owner upon application to and approval of the Authorized Officer. The new holder must qualify and agree to comply with and be bound by the terms and conditions of the authorization.

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.

18. The holder shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use granted by this authorization. The initial payment is set at \$25 for the remainder of the calendar year. Subsequent payments shall be determined by the use of an annual fee schedule. The Forest Service may adjust the amount of payment annually by an appropriate factor to reflect more nearly the fair market value of the use, but at certain intervals the Forest Service shall review the fee and adjust the fee as necessary to assure that it is commensurate with the value of the rights and privileges authorized as determined by appraisal or other sound business management principles. Failure of the holder to make the annual payment, late payment charge, and any other charges when due shall cause this authorization to terminate.

The Holder shall pay an interest charge on any fee amount not paid by the payment due date.

Interest shall be assessed using the most current rate prescribed by the United States Department of Treasury Financial 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 fee amount overdue in excess of 90 days from the due date of the first billing.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date(s) for any of the above payments or fee calculation statements fall on a nonworkday, the charges shall not apply until the close of business of the next workday.

19. Upon change in ownership of the facilities authorized by this authorization, the rights granted under this authorization may be assigned to the new owner upon application to and approval of the Authorized Officer. The new holder must qualify and agree to comply with and be bound by the terms and conditions of the authorization.

20.(B-8) The holder 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.

21.(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.

22.(B-26) Holder shall take all measures necessary to protect the health and safety of all persons affected by its activities performed in connection with the construction, operation, maintenance, or termination of the right-of-way, and shall promptly abate as completely as possible any physical or mechanical procedure, activity, event, or condition, existing or occurring at any time: (1) that is susceptible to abatement by the holder, (2) which arises out of, or could adversely affect the construction, operation, maintenance, or termination of all or any part of the water transmission, and (3) that causes or threatens to cause: (a) a hazard to the safety of workers or to public health or safety, or (b) serious and irreparable harm or damage to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, or their habitats, or any other natural resource). Holder shall immediately notify the authorized officer of all serious accidents which occur in connection with such activities.

23.(D-2) No waste or byproduct shall be discharged into water if it contains any substance in concentrations which will result in 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 harm to fish and wildlife or to human water supplies.

24.(D-3) The holder 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.

25.(D-9) Holder shall be responsible for prevention and control of soil erosion and gullyng on lands covered by this permit and adjacent thereto, resulting from construction, operation, maintenance, and termination of the permitted use. Holder shall so construct permitted improvements to avoid the accumulation of excessive heads of water and to avoid encroachment on streams. Holder shall revegetate or otherwise stabilize all ground where the soil has been exposed and shall construct and maintain necessary preventive measures to supplement the vegetation.

26.(D-15) The holder shall take reasonable precautions to prevent pollution of or deterioration of lands or waters which may result from the exercise of the privileges extended by this permit. In particular, the holder shall at all times comply with applicable local, State, and Federal requirements for pollution abatement. Failure of the holder to so comply may result in termination or suspension of this authorization.

27.(D-23) Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, etc., without the prior written approval of the Forest Service. A request for approval of planned uses of pesticides will be submitted annually by the holder on the due date established by the authorized officer. The report will cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review will be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted.

Only those materials registered by the U. S. Environmental Protection Agency for the specific purpose planned will be considered for use on National Forest System lands. Label instructions will be strictly followed in the application of pesticides and disposal of excess materials and containers.

28.(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, 1995, 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 3 prior to said date that such new authorization is desired.

29.(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.

30.(X-4) This permit is issued on the condition that the holder has secured, or will secure, the consent of any person having valid claim to the land.

31.(X-18) This permit supersedes a special-use permit designated: Roscoe Grover, Water Transmission, dated 4/1/87.

32.(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.

33.(X-33) This permit is granted with the express understanding that should future location of United States Government-owned improvements or road rights-of-way require the relocation of the holder's improvements, such relocation will be done by, and at the expense of, the holder within a reasonable time as specified by the authorized officer.

34.(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.

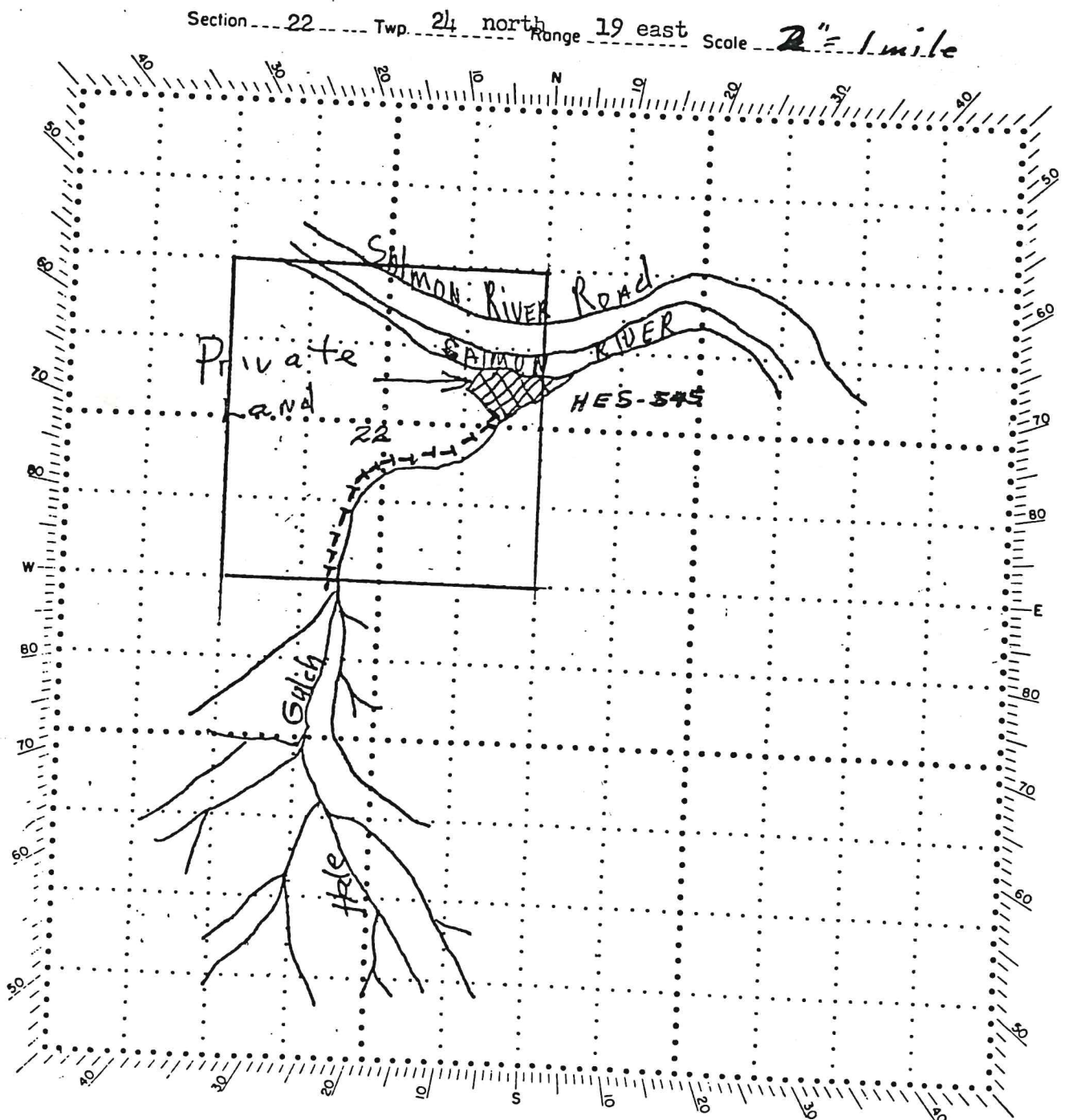
35.(X-74) This permit confers no right to the use of water by the holder.

Additional conditions to be placed in special-use permit (use additional sheet if needed).

2720 WATER TRANSMISSION

TETON PEAKS COUNCIL - BOY SCOUTS
11/27/89

++++ buried 2" domestic
water supply system.



Permittee Copy

AMENDMENT
FOR
SPECIAL USE PERMIT

Ref: FSM 2714

This amendment is attached to and made a part of the
☐ Term ☒ Annual Permit

| | | |
|--|---|--|
| a. Record no.(1-2)
70
-- | b. Region(3-4)
04
-- | c. Forest(5-6)
Salmon
13
-- |
| d. District(7-8)
North Fork
02
-- | e. User number(9-12)
5254
---- | f. Kind of use (13-15)
Water Transmission
915
--- |
| g. State(16-17)
Idaho
16
-- | h. County(18-20)
Lemhi
059
--- | k. Card no.(21)
1
- |

For Water Transmission issued to Teton Peaks Council, Boy Scouts of America, on 11/29/89
which is hereby amended as follows:

Amend the first paragraph of Clause 18 to read:

The holder shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use granted by this authorization. The initial payment is set at \$45 for the remainder of the calendar year. Subsequent payments shall be determined by the use of an annual fee schedule and subject to the currently established minimum fee. The Forest Service may adjust the amount of payment annually by an appropriate factor to reflect more nearly the fair market value of the use, but at certain intervals the Forest Service shall review the fee and adjust the fee as necessary to assure that it is commensurate with the value of the rights and privileges authorized as determined by appraisal or other sound business management principles. Failure of the holder to make the annual payment, late payment charge, and any other charges when due shall cause this authorization to terminate.

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
Teton Peaks Council, Boy Scouts of America | *signature of authorized officer
<i>Scott W. Johnson</i> | date
Nov 7, 1990 |
| ISSUING OFFICER | name and signature
<i>James W. Baker</i>
John E. Burns | TITLE
for Forest Supervisor | date
11-15-90 |

USDA - FOREST SERVICE

BILL FOR COLLECTION
(Reference FSM 6530)

Place of Issue

SALMON, ID

Date of Issue

DECEMBER 1, 1990

Please pay by money order, bank draft, or check payable to FOREST SERVICE, USDA. Mail payment with a copy of this statement in the enclosed envelope to:
COLLECTION OFFICER, FS, INTERMOUNTAIN REGION
P.O. BOX 60000, FILE NO. 61657
SAN FRANCISCO, CA 94160-1657

TETON PEAKS COUNCIL, BOY SCOUTS OF AMERICA
ATTN: TIM CHAMBERLAIN
574 4TH STREET
IDAHO FALLS, ID 83410

INFORMATION
COPY

-----Fold Here-----

| Date or Period | Description | | | Amount |
|-------------------------|---|--------------|------------------|------------|
| 01/01/91 to
12/31/91 | 2720 SPECIAL USES | 5254 | NORTH FORK RD | \$ 45.00 |
| | WATER TRANSMISSION
Permit issued on 11/27/89
Description/Location: HALE GULCH | | | |
| Bill No. | Unit No. | Contract No. | Date Payment Due | Amount Due |
| 130054 | TP-13 | | January 1, 1991 | \$ 45.00 |

NOTE: Payments not received by the due date are subject to a LATE PAYMENT CHARGE at the rate currently published by the Department of Treasury unless a different rate is prescribed by contract or agreement; and in addition, may be subject to an administrative charge as prescribed by the Debt Collection Act of 1982.

REMARKS:

Forest Service Accounting Data
MANAGEMENT CODE

AMOUNT

898312

\$ 45.00

TOTAL DUE >

\$ 45.00



File Code: 2720

Date: March 8, 2001

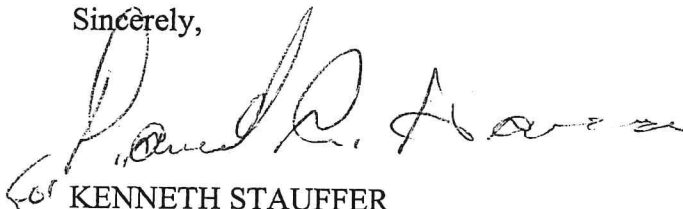
Grand Teton Council- Boy Scouts of America
C/O Travis Wyatt
574 4th Street
Idaho Falls, ID 83401

Dear Mr. Wyatt:

This letter is in response to your questions about the location of property lines in the vicinity of the Boy Scouts High Adventure Base. I have enclosed copies of the maps from both the water line permit and the road/gate/sign permit. The water line is approximately 4910' on National Forest map. As you can see from the map entitled "Teton Peaks Boy Scout Camp Access, Parking Area and Cable Crossing", your private property line begins just southeast of the parking lot. The gate, the sign and most of the road are clearly on National Forest lands. This map is based on a land survey conducted by our Forest Land Surveyor in 1991.

If you have any questions or need further information, please contact Norma E. Staaf at 756-5232.

Sincerely,


for KENNETH STAUFFER
Acting District Ranger

Enclosures (2)

CC: Emma Moore



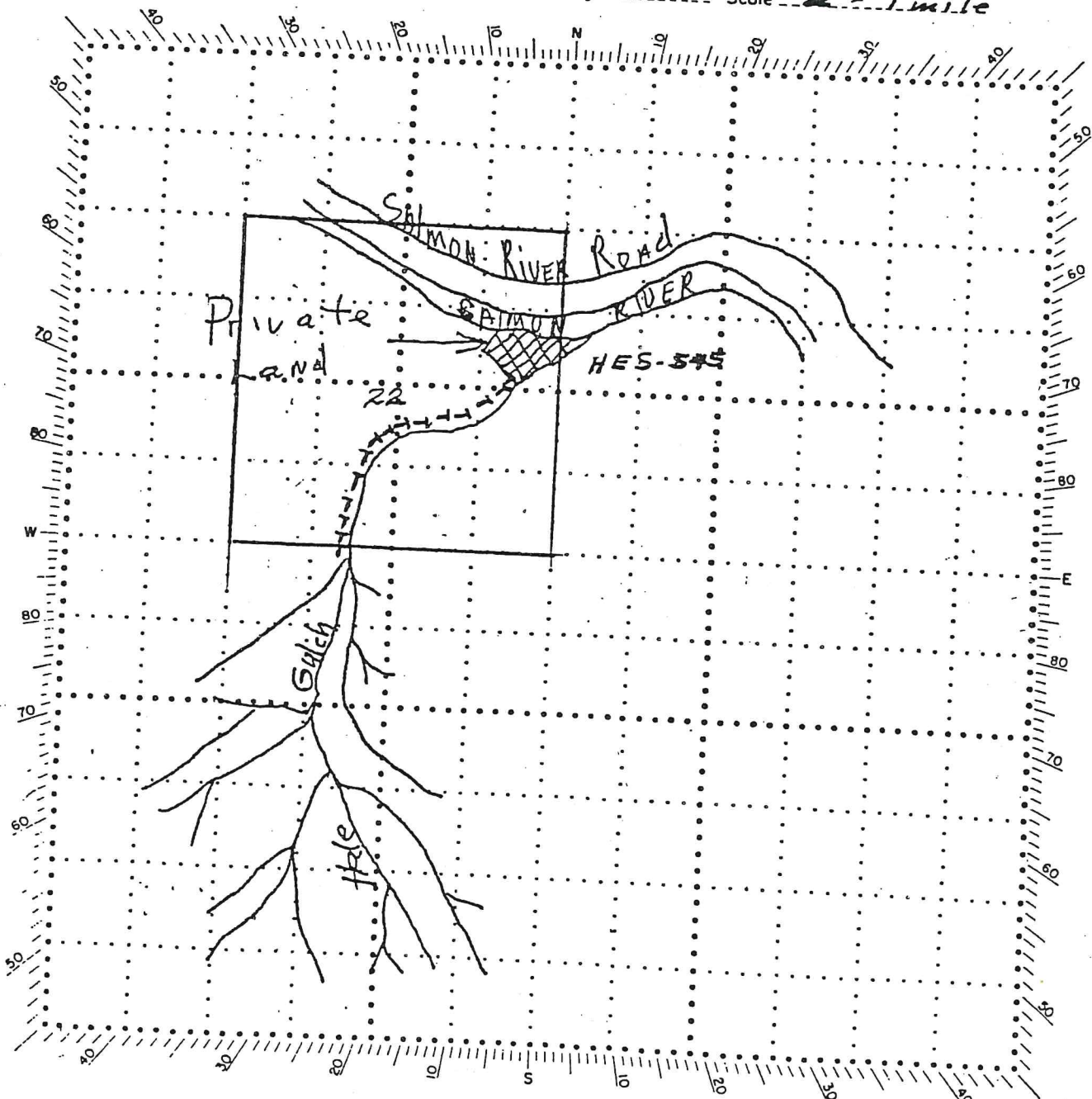
Additional conditions to be placed in special-use permit (use additional sheets if needed).

2720 WATER TRANSMISSION

TETON PEAKS COUNCIL - BOY SCOUTS
11/27/89

++++ buried 2" domestic
water supply system.

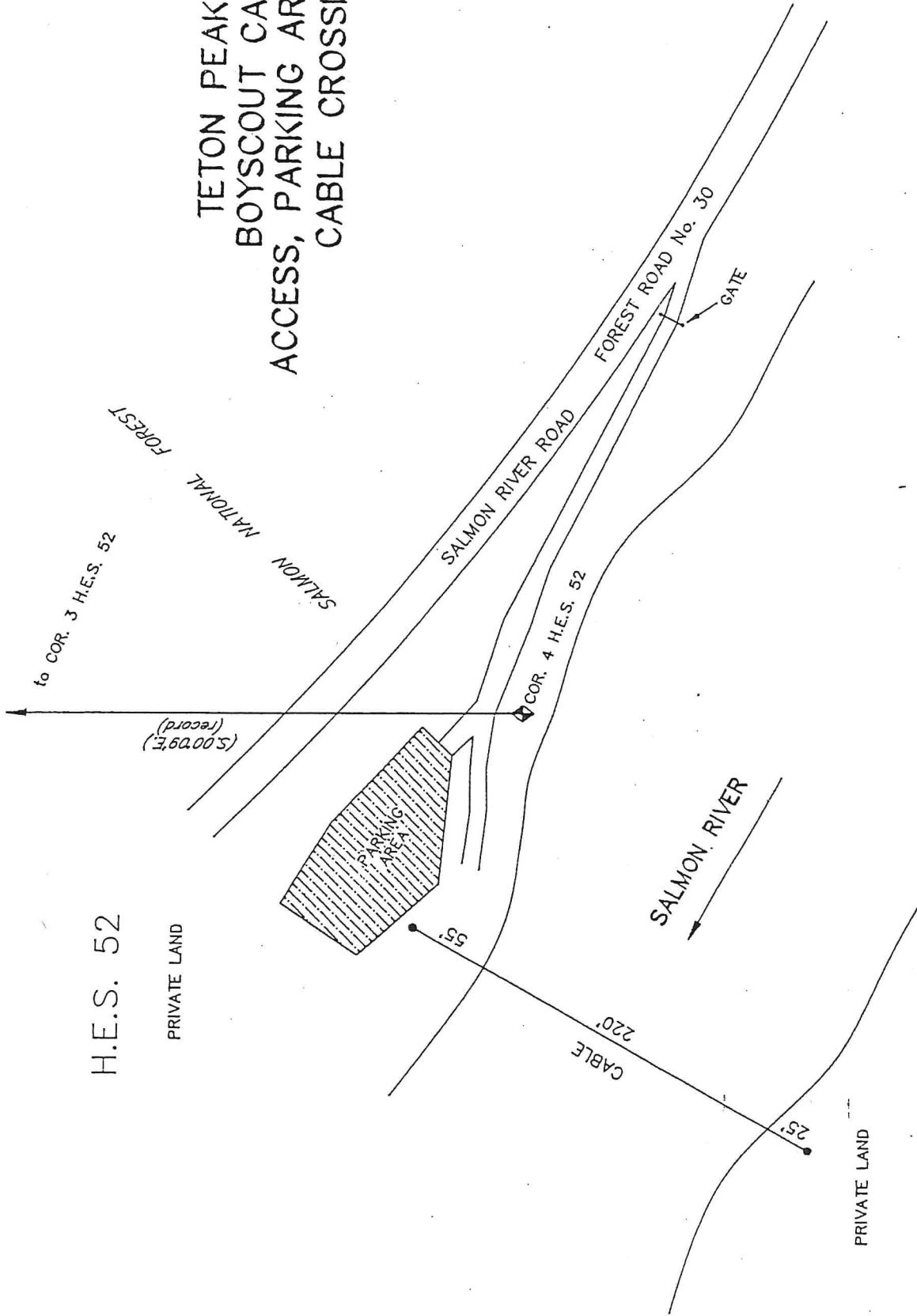
Section 22 Twp. 24 north Range 19 east Scale 2" = 1 mile



H.E.S. 52

PRIVATE LAND

TETON PEAKS
BOYSCOUT CAMP
ACCESS, PARKING AREA, AND
CABLE CROSSING



SCALE in FEET



cjh 11/26/91

H.E.S. 545

PRIVATE LAND

MEMORANDUM ON SALMON RIVER HIGH ADVENTURE BASE WATER RIGHTS

JULY 12, 1989

On July 12, 1989, I met with Dennis Dunn of the Idaho State Department of Water Resources in Idaho Falls regarding the water right status at Stump Ranch. I provided him a legal description of the property and a copy of the Forest Service Special Use Permit requested by Roscoe Grover and issued on April 1, 1978 (attached). As a result of the visit with Mr. Dunn, I gathered the following information:

- There is on file with the Department of Water Resources what is termed "defacto evidence for a water right". That means that in the Snake River Adjudication process the referred to defacto filing (also attached) will be used as evidence in processing a claim for the right.
- Mr. Dunn suggested that even though Roscoe listed 7/24/1963 as the Priority Date on the current Dept. of Water Resources information, we should research out with Lemhi county the original date that the Federal government deeded the land over to the original homesteader and use that date as the Priority Date on the Adjudication Claim.
- The Stump Ranch water is subject to the Snake River Adjudication and a claim will need to be made. Lemhi County claims will be handled between 1/10/1990 and 5/10/90. Either Roscoe or the BSA should make an appointment early in January, 1990 to start this process.
- When the Teton Peaks Council actually acquires ownership of the land, we should immediately go to the Forest Service and have the Special Use Permit changed to our name. Under the Adjudication the right will not be granted without the Special Use Permit.
- The .040 cubic feet per second referred to is 17.9 gallons per minute or 13,000 gallons per day.
- Even though the flow of the spring fluctuates we have sole right to the water and there is no way anyone else could claim all or part of it.

SPECIAL USE PERMIT

~~Act of June 4, 1897~~

This permit is revocable and nontransferable
(Ref. FSM 2710)
Federal Land Policy and Management
Act of October 21, 1976

| | | |
|--|---------------------------------------|--|
| a. Record no. (1-2)
70
-- | b. Region (3-4)
Four 04
-- | c. Forest (5-6)
Salmon 13
-- |
| d. District (7-8)
North Fork 02
-- | e. User number (9-12)
5083
---- | f. Kind of use (13-15)
Water Transmission 915
-- |
| g. State (16-17)
Idaho 16
-- | h. County (18-20)
Lemhi 059
--- | k. Card no. (21)
1
-- |

Permission is hereby granted to Roscoe Grover

of Route 2 Box 106, North Fork, Idaho 83466,
hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements:

A tract of land 10 feet wide and approximately 5010 feet long adjacent to Hale Gulch located in Section 22, T24N, R19E, Boise Principal Meridian, as shown on the attached plat which is hereby made a part of this permit.

This permit covers 1.15 acres and/or .95 miles and is issued for the purpose of:

Maintaining an existing headbox, 4910 feet of 1½-inch buried plastic pipe, and 200 feet of 2-inch buried plastic pipe to supply culinary water to HES 545.

1. Construction or occupancy and use under this permit shall begin within NA months, and construction, if any, shall be completed within NA 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 Dollars (\$) for the period from 19, to 19, and thereafter annually on .

 Dollars (\$) :
~~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 35 attached hereto and made a part of this permit.

| | | | |
|-----------------|---|---|-----------------|
| PERMITTEE | NAME OF PERMITTEE
Roscoe Grover | SIGNATURE OF AUTHORIZED OFFICER
<i>Roscoe Grover</i> | DATE
3-17-87 |
| ISSUING OFFICER | NAME AND SIGNATURE
<i>James W. Baker</i>
Richard T. Hauff | TITLE
FOR
Forest Supervisor | DATE
4/1/87 |

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.

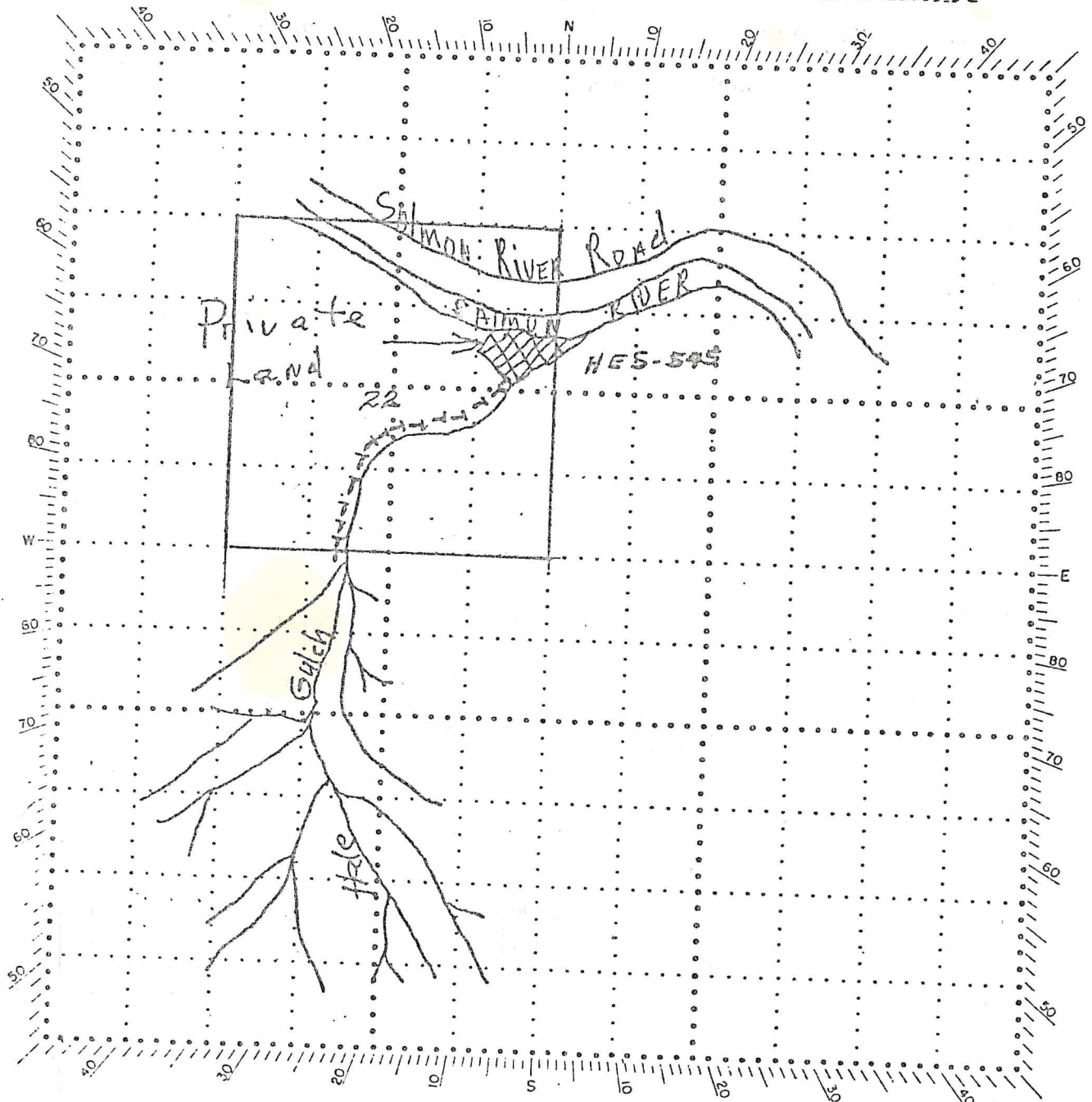
17. In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provisions thereof, the following clauses will control.

Additional conditions to be placed in special-use permit (use additional sheet if needed).

2720
Grover, Roscoe, 8-6-64
Exhibit No. 1
9-28-81, BJ

++++ buried 2" domestic
water supply system.

Section 22 Twp. 24 north Range 19 east Scale 2" = 1 mile



18. The holder shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use granted by this authorization. The initial payment is set at \$25 for the remainder of the calendar year. The initial payments shall be determined by the use of an annual fee schedule. The Forest Service may adjust the amount of payment annually by an appropriate factor to reflect more nearly the fair market value of the use, but at certain intervals the Forest Service shall review the fee and adjust the fee as necessary to assure that it is commensurate with the value of the rights and privileges authorized as determined by appraisal or other sound business management principles. Failure of the holder to make the annual payment, late payment charge, and any other charges when due shall cause this authorization to terminate.

The Holder shall pay an interest charge in any fee amount not paid by the payment due date.

Interest shall be assessed using the most current rate prescribed by the United States Department of Treasury Financial 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 fee amount overdue in excess of 90 days from the due date of the first billing.

Payments will be credited on the date received by the designated collection officer or deposit location. If the payment due date(s) for any of the above payments or fee calculation statements fall on a nonworkday, the charges shall not apply until the close of business of the next workday.

19. Upon change in ownership of the facilities authorized by this authorization, the rights granted under this authorization may be assigned to the new owner upon application to and approval of the Authorized Officer. The new holder must qualify and agree to comply with and be bound by the terms and conditions of the authorization.

20. (B-8) The holder 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.

21. (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.

22. (B-26) Holder shall take all measures necessary to protect the health and safety of all persons affected by its activities performed in connection with the construction, operation, maintenance, or termination of the right-of-way, and shall promptly abate as completely as possible any physical or mechanical procedure, activity, event, or condition, existing or occurring at any time:
(1) that is susceptible to abatement by the holder, (2) which arises out of, or could adversely affect the construction, operation, maintenance, or termination

of all or any part of the irrigation ditch, and (3) that causes or threatens to cause: (a) a hazard to the safety of workers or to public health or safety, or (b) serious and irreparable harm or damage to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, or their habitats, or any other natural resource). Holder shall immediately notify the authorized officer of all serious accidents which occur in connection with such activities.

23. (D-2) No waste or byproduct shall be discharged into water if it contains any substance in concentrations which will result in 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 harm to fish and wildlife or to human water supplies.

24. (D-3) The holder 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.

25. (D-9) Holder shall be responsible for prevention and control of soil erosion and gulying on lands covered by this permit and adjacent thereto, resulting from construction, operation, maintenance, and termination of the permitted use. Holder shall so construct permitted improvements to avoid the accumulation of excessive heads of water and to avoid encroachment on streams. Holder shall revegetate or otherwise stabilize all ground where the soil has been exposed and shall construct and maintain necessary preventive measures to supplement the vegetation.

26. (D-15) The holder shall take reasonable precautions to prevent pollution of or deterioration of lands or waters which may result from the exercise of the privileges extended by this permit. In particular, the holder shall at all times comply with applicable local, State, and Federal requirements for pollution abatement. Failure of the holder to so comply may result in termination or suspension of this authorization.

27. (D-23) Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, etc., without the prior written approval of the Forest Service. A request for approval of planned uses of pesticides will be submitted annually by the holder on the due date established by the authorized officer. The report will cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review will be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted.

Only those materials registered by the U. S. Environmental Protection Agency for the specific purpose planned will be considered for use on National Forest System lands. Label instructions will be strictly followed in the application of pesticides and disposal of excess materials and containers.

28. (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, 1991, 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 three months prior to said date that such new authorization is desired.

29. (E-11) Any lands described in this permit which have been withdrawn for waterpower purposes under the Act of March 3, 1879, or Act of June 25, 1910 (or are embraced in an application or license under the Federal Power Act of June 10, 1920), or have been withdrawn under the Reclamation Act of June 17, 1902, are subject at any time to use in connection with the development of waterpower or for reclamation purposes. This permit, therefore, is issued with the specific understanding that (1) its use shall not interfere with such waterpower or reclamation development and that (2) the permit may be, if necessary, terminated upon ninety (90) days notice when in the judgment of the Federal Power Commission, or of the Bureau of Reclamation in the event of reclamation withdrawals, the lands occupied are needed for use in connection with the generation of hydroelectric power, reclamation developments, or other purposes contemplated by the act or acts under which the lands have been withdrawn. No claim shall be made against the United States or power licensees for or on account of prospective profits or for any injury or damage to properties, improvements, or operations due to such development. The holder will be allowed ninety (90) days in which to remove his improvements.

30. (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.

31. (X-4) This permit is issued on the condition that the holder has secured, or will secure, the consent of any person having valid claim to the land.

32. (X-18) This permit supersedes a special-use permit designated: Roscoe Grover, Water Transmission, dated August 24, 1964.

33. (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.

34. (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.

35. (X-74) This permit confers no right to the use of water by the holder.