

SEP 06 2016

Department of Water Resources
Eastern RegionSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

Transfer No.

81352

MINIMUM REQUIREMENTS CHECKLIST
TO BE SUBMITTED WITH APPLICATION FOR TRANSFER

An application for transfer must be prepared in accordance with the minimum requirements listed below to be acceptable for processing by the Department. Incomplete applications will be returned. The instructions, fee schedule, Part 2A reports and additional Part 2B forms are available from any Department office or on the Department's website at www.idwr.idaho.gov.

Name of Applicant(s) Bunts & Singles, LLCCheck whether each item below is *attached* (Yes) or *not applicable* (N/A) for the proposed transfer.Yes N/A * Means the item is always required and must be included with the application.

- ☒ * Completed Application for Transfer of Water Right form, Part 1.
- ☒ * Signature of applicant(s) or applicant's authorized representative on Application for Transfer Part 1. Include evidence of authority labeled Attachment #3 (see below) if signed by representative.
- ☒ * Application for Transfer Part 2A. Attach a Part 2A report describing each water right in the transfer as currently recorded.
- ☐ ☒ Complete and attach an Application for Transfer Part 2B for each water right for which only a portion is proposed to be changed through this transfer application.
- ☒ * Application for Transfer Part 3A is always required (see Attachment #7a below); Parts 3B and 3C must be completed for transfer applications proposing to change the nature of use of the water right(s) or proposing changes to supplemental right(s).
- ☒ * Correct fee submitted with transfer application form. (Fee schedule is on website and instructions for application for transfer.)

Attachments to Application - Label each attachment with the corresponding number shown below as Attachment #1-10.

- ☒ ☐ #1 If the applicant is a business, partnership, organization, or association, and not currently registered in the State of Idaho as a business entity, attach documentation identifying officers authorized to sign or act on behalf of right holder. (See Part 1.)
- ☐ ☒ #2a Water Right ownership documentation if Dept. records do not show the applicant as the current water right owner. **
- ☒ ☐ #2b If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). **
** Additional fee(s) required for water right ownership changes; see fee schedule.
- ☐ ☒ #3 Documentation of authority to make the change if the applicant is not the water right owner.
- ☐ ☒ #4 Power of Attorney or documentation providing authority to sign or act on the applicant's behalf. (See Part 1.)
- ☐ ☒ #5 If the transfer application proposes to change the point of diversion for a water right affecting the Eastern Snake Plain Aquifer (ESPA), attach the results of an ESPA analysis and a detailed mitigation plan to offset any depletions to hydraulically connected reaches of the Snake River. ESPA transfer spreadsheet and model grid labeled cells are available on the Department's website at www.idwr.idaho.gov/WaterManagement/WaterRights/WaterRightTransfers/resources.htm.
- ☐ ☒ #6 Notarized statement of agreement or a statement on official letterhead signed by an authorized representative from each lien holder or other entity with financial interest in the water right(s) or land affected by the proposed transfer. (See Part 1.5.c.)
- ☒ * #7a Attach a map identifying the proposed point(s) of diversion, place(s) of use, and water diversion and distribution system details as described on the application. Include legal description labels. If only a portion of the right is proposed to be changed, identify the current location of the part of the existing right(s) proposed to be changed. (See Part 3A.)
- ☒ ☐ #7b If the transfer application proposes to change the place or purpose of use of an irrigation right attach a Geographic Information System (GIS) shape file, or an aerial photo or other image clearly delineating the location and extent of existing acres and changes to the place of use. If some or all of any right is leased to the Water Supply Bank, you must also show the specific location and/or acres to be idled at the new, proposed place of use to satisfy lease requirements.
- ☐ ☒ #8a If the transfer application proposes to change the nature of use or period of use for one or more rights, provide documentation describing the extent of historic beneficial use for the water rights proposed to be transferred and document how enlargement will be avoided. (See Part 3B.) Additional fee required for proposed changes to nature of use; see fee schedule.
- ☐ ☒ #8b If the transfer application proposes to change the place of use of a supplemental irrigation right, provide documentation regarding the historic use of the supplemental right(s) and availability or reliability of the primary right(s) being supplemented, both before and after the proposed change. (See Part 3C.)
- ☐ ☒ #9 Water Supply Bank information for all rights proposed for transfer and currently leased to the Bank. (Attachment WSB)
- ☒ ☐ #10 Other. Please describe: USFS Lease

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

RECEIVED

SEP 06 2016

Department of Water Resources
Eastern Region

APPLICATION FOR TRANSFER OF WATER RIGHT
PART 1

Name of Applicant(s) Bunts & Singles, LLCPhone 801-532-2233Mailing address 225 South 200 East, Suite 300, Salt Lake City, Utah 84111

Email _____

- ☒ If applicant is not an individual and not registered to do business in the State of Idaho, attach documentation identifying officers authorized to sign or act on behalf of the applicant. Label it Attachment #1.
- ☐ Attach water right ownership documentation if Department records do not show the transfer applicant as the current water right owner. Label it Attachment #2a.
- ☒ If the ownership of the water right will change as a result of the proposed transfer to a new place of use, attach documentation showing land and water right ownership at the new place of use. Include documentation for all affected land and owner(s). Label it Attachment #2b.
- ☐ Attach documentation of authority to make the proposed change if the applicant is not the water right owner. Label it Attachment #3.

Provide contact information below if a consultant, attorney, or any other person is representing the applicant in this transfer process.

☐ No Representative

Name of Representative Rocky Mountain Environmental Assoc. IncPhone 208-524-2353Mailing address 482 Constitution Way Ste 303, Idaho Falls, ID 83402Email kristin.rmea@gmail.com

- ☐ Send all correspondence for this application to the representative and not to the applicant.
OR
- ☒ Send original correspondence to the applicant and copies to the representative.
- ☒ The representative may submit information for the applicant but is not authorized to sign for the applicant.
OR
- ☐ The representative is authorized to sign for the applicant. Attach a Power of Attorney or other documentation providing authority to sign for the applicant and label it Attachment #4.

I hereby assert that no one will be injured by the proposed changes and that the proposed changes do not constitute an enlargement in use of the original right(s). The information contained in this application is true to the best of my knowledge. I understand that any willful misrepresentations made in this application may result in rejection of the application or cancellation of an approval.

[Signature]
Signature of Applicant or Authorized Representative

BARRETT J. PETERSON, MANAGER
Print Name and Title if applicable

9/31/16
Date

Signature of Applicant or Authorized Representative

Print Name and Title if applicable

Date

A. PURPOSE OF TRANSFER

1. ☒ Change point of diversion ☐ Add diversion point(s) ☒ Change place of use
☐ Change nature of use ☐ Change period of use ☐ Other _____
2. Describe your proposal in narrative form, including a detailed description of non-irrigation uses to justify amounts transferred (i.e. number of stock, etc.), and provide additional explanation of any other items on the application. Attach additional pages if necessary and label it Part 1A.2.
 See attached narrative.

DEC 13 2016

Department of Water Resources
Eastern Region

Narrative of Proposal

This application proposes to transfer a domestic water right from two springs to a neighboring property. This water right was developed in 1926 by a predecessor of the applicant on property leased by the US Forest Service. Applicant has chosen to allow the current lease to expire at the end of 2017. As a condition of the lease, they are required to remove all improvements from the federal lands, including structures, storage tanks, fences, and ponds. A copy of the lease is included with the transfer as Attachment #10.

The historic use of this water right has included two elements under domestic use: the culinary use from the spring located in SESWSW of Section 6 and the pond use from the spring located in NWSESW of Section 6. It is proposed to transfer both uses to the new property.

The decreed legal description for the spring in the SESW of Section 6 was incorrectly described as the NESESW. It is proposed to correct the description to the actual location in the NWSESW.

Culinary

Applicant seeks to transfer the culinary use for a comparable use at the new location. Since the original cabin has been relocated to the applicant's property, it is expected to divert an equivalent amount of water with the transfer approval. It is recognized that the Forest Service must grant a special use permit for the culinary water to be piped across federal lands to the applicant's property. This permit has not yet been obtained, but is currently being addressed. However, the Forest Service requires that the water right be in place prior to approving the special use permit. Once the transfer is approved and a permit is granted, the existing spring box will divert water into a new pipeline to be delivered to the proposed place of use.

Ponds

Two ponds are currently maintained under this domestic right. According to the applicant's history, these ponds have existed nearly since the cabin was built in 1926. An earthen dam was erected to capture the spring water into the two ponds and has been maintained until today. The two ponds combined total approximately 0.9 acre, with varying depths, averaging 5 feet deep. These are fed by the upper spring, at the head of the two ponds. The north pond receives the spring water, which then flows into the south pond, where the water drains into a ditch that conveys water to downstream users.

This transfer proposes to abandon the existing ponds by draining and then back-filling them in an effort to rehabilitate the federal lands to a natural state, as required by the lease agreement. The dam will also be removed. A replacement pond is proposed to be excavated on applicant's property just downstream from the original ponds' location. The design of the new pond will be approximately 1 acre in size, averaging 8 feet deep, with an approximate volume of 8 acre-feet. Water will be conveyed from the spring through the ditch to the pond, and it will exit the pond on the south side to be carried through the existing ditch for downstream users.

Seepage

The water table is shallow and intercepts the existing ponds. A recent site visit, including measurements, by Bryce Contor of Rocky Mountain Environmental shows that the ponds gain water from ground water, resulting in higher flows below the lower pond. The new pond is also anticipated to intercept ground water during the majority of the year. Historically, the existing pond water levels have not dropped during the winter months. Soil types appear to be similar in both the existing and proposed locations of the ponds. It is anticipated that seepage will be minimal due to high ground water.

Evaporation

It is anticipated that the new pond may lose up to 1.3 ac-ft per year to evaporation. Using data obtained from ET Idaho for the Kilgore, Idaho 104908 climate station, mean daily pond loss is calculated to peak at 3,687 gallons per day in the month of July. See Figure 1 attached for the calculation tables. At a rate of 0.02 cfs (which can deliver 13,000 gpd) given on the water right report, this water right can maintain the pond levels from evaporative losses each day in addition to the culinary uses identified from the other spring without exceeding the water right quantities.

Fill

It is proposed to excavate the new pond during late fall in 2016. After excavating the new pond, the dams will be removed on the old ponds and the water, estimated at 4.5 acre-feet, will be allowed to flow into the new pond. This should account for over half of the volume of the new ponds. The remaining volume of the ponds will be filled in over the winter months under the existing domestic water right proposed to be transferred. Snow melt will also contribute to the pond's initial fill.

Summary

Evaluation of the water right indicates that the proposed changes will not exceed the allowable diversion rate and volumes. Both the culinary use and the pond use are proposed to be transferred to the new place of use. Applicant will continue to pursue a special use permit from the Forest Service to allow the culinary water to be diverted through a new pipeline, contingent on the transfer approval. The proposed exchange of pond location has been designed to make as little impact as possible on other ditch users. Upon approval of this transfer and the end of the irrigation season, work will commence to transition to the new location.

Figure 1 Pond Calculation Tables

ET_{Idaho} 2012 -- Evapotranspiration and Consumptive Irrigation Water Requirements for Idaho

Kilgore (NWS -- 104908)

Statistics based on thirty year normal spans 1961 to 1977 years

Open water - shallow systems (ponds, streams) Precipitation Deficit

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Growing Season ^a	Non Growing Season ^b	Annual
Meanⁱ	mm/day												mm		
Monthly ^c	-1.57	-0.54	0.18	1.10	1.71	1.54	3.45	2.78	1.62	0.96	-0.92	-1.52	276	0	276

Pond Loss Calculation

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Precip Deficit (mm/day)	-1.57	-0.54	0.18	1.1	1.71	1.54	3.45	2.78	1.62	0.96	-0.92	-1.52	
Precip Deficit (ft/day)	-0.005	-0.002	0.001	0.004	0.006	0.005	0.011	0.009	0.005	0.003	-0.003	-0.005	
Pond Size (acres)	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Total Daily Loss (af/day)	-0.005	-0.002	0.001	0.004	0.006	0.005	0.011	0.009	0.005	0.003	-0.003	-0.005	
Total Daily Loss (gpd)	-1678	-577	192	1176	1828	1646	3687	2971	1731	1026	-983	-1625	
Days in Month	31	28	31	30	31	30	31	31	30	31	30	31	365
Total Annual Loss (afa)	0.0	0.0	0.0	0.1	0.2	0.2	0.4	0.3	0.2	0.1	0.0	0.0	1.3

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

PART 1 Continued

B. DESCRIPTION OF RIGHTS AFTER THE REQUESTED CHANGES. IF THE RIGHTS ARE BEING SPLIT, DESCRIBE PORTIONS TO BE CHANGED AS THEY WOULD APPEAR AFTER THE REQUESTED CHANGES.

1.	Right Number	Amount (cfs/ac-ft)	Nature of Use	Period of Use	Source & Tributary
All or Part ☒ ☐	21-4071A	0.02 cfs	Domestic	01/01 to 12/31	Spring Trib to Sink
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	
☐ ☐				to	

Total authorized under rights 0.02 cfs and/or _____ acre-feet.

2. Total amount of water proposed to be transferred or changed 0.02 cubic feet per second and/or _____ acre-feet per year.

3. Point(s) of Diversion:

- ☐ No changes to point(s) of diversion are proposed - the following chart is therefore not completed. (Proceed to #4.)
- ☐ Attach Eastern Snake Plain Aquifer analysis if this transfer proposes to change a point of diversion affecting the ESPA. Label it Attachment #5.

New ?	Lot	¼	¼	¼	Sec	Twp	Rge	County	Source	Local name or tag #
N		SE	SW	SW	6	13N	41E	CLARK	SPRING	
N		NW	SE	SW	6	13N	41E	CLARK	SPRING	

4. Place of use: (If irrigation, identify with number of acres irrigated per ¼ ¼ tract.)

- ☐ No changes to place of use are proposed - the following chart is therefore not completed. (Proceed to #5.)

Twp	Rge	Sec	NE ¼				NW ¼				SW ¼				SE ¼				Acre Totals
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
13N	41E	7					D	D											
Total Acres (for irrigation use)																			

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT PART 1 Continued

5. General Information:

- a. Describe the complete diversion system, including how you will accommodate a measuring device and lockable controlling works should they be required now or in the future:
Upper spring will flow into ditch and flow onto applicant's property, through a pond, and downstream for other users. The lower spring will flow into a new pipeline to deliver culinary water.
- b. Who owns the property at the point(s) of diversion? US Forest Service
 If other than the applicant, describe the arrangement enabling the applicant to access the property for the diversion system:
Existing diversion from the springs.
- c. Are the lands from which you propose to transfer the water right subject to any liens, deeds of trust, mortgages, or contracts?
 If yes, ☐ attach a notarized statement from the holder of the lien, deed of trust, mortgage or contract agreeing to the proposed changes on official letterhead signed by an authorized representative. Label it **Attachment #6**. List the name of the entity and type of lien: _____
- It is the applicant's responsibility to provide notice to lien holder, trustee, mortgagor, or contract holder of the proposed changes that may impact or change the value of the water rights or affected real property. Any misrepresentation of legal encumbrance on this application may result in rejection of the application or cancellation of an approval.
- d. Are any of the water rights proposed for transfer currently leased to the Water Supply Bank?
 If yes, ☐ complete Attachment WSB.
- e. Describe the effect on the land now irrigated if the place or purpose of use is changed pursuant to this transfer:
This water right will no longer be used on the existing place of use. All domestic uses under this right will cease on the original property and be used on the proposed place of use.
- f. Describe the use of any other water right(s) for the same purpose or land, or the same diversion system as right(s) proposed to be transferred at both the existing and proposed point(s) of diversion and place(s) use:
Existing place of use also has a water right 21-4071 for Domestic purposes from lower spring. No other water rights at proposed place of use. The upper spring also appears to provide water for David Hagenbarth downstream under water right nos. 21-12854, 21-2054B, and 21-12939, and the State of Idaho 21-2054C.
- g. To your knowledge, has/is any portion of the water right(s) proposed to be changed:
- Yes No
- ☐ ☒ undergone a period of five or more consecutive years of non-use,
☐ ☒ currently leased to the Water Supply Bank,
☐ ☒ currently used in a mitigation plan limiting the use of water under the right, or
☐ ☒ currently enrolled in a Federal set-aside program limiting the use of water under the rights?

If yes, describe:

WATER RIGHT NO. 21-4071A

<u>Owner Type</u>	<u>Name and Address</u>
Current Owner	KAREN F PETERSON
Current Owner	LEON PETERSON
	3015 DICKENS PL
	SALT LAKE CITY, UT 84108

Priority Date: 07/01/1926

Basis: Decreed

Status: Active

<u>Source</u>	<u>Tributary</u>
SPRING	SINKS

<u>Beneficial Use</u>	<u>From</u>	<u>To</u>	<u>Diversion Rate</u>	<u>Volume</u>
DOMESTIC	1/01	12/31	0.02 CFS	
Total Diversion			0.02 CFS	

Location of Point(s) of Diversion:

SPRING	SESWSW	Sec. 06	Township 13N	Range 41E	CLARK County
SPRING	NESESW	Sec. 06	Township 13N	Range 41E	CLARK County

Place of Use Legal Description: DOMESTIC CLARK County

<u>Township</u>	<u>Range</u>	<u>Section</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>	<u>Lot</u>	<u>Tract</u>	<u>Acres</u>
13N	41E	6		SWSW			SESW							

Conditions of Approval:

1.	N13	THE QUANTITY OF WATER UNDER THIS RIGHT SHALL NOT EXCEED 13,000 GALLONS PER DAY.
2.	N11	THE QUANTITY OF WATER DECREED FOR THIS WATER RIGHT IS NOT A DETERMINATION OF HISTORICAL BENEFICIAL USE.
3.		PARCEL NO. LR 13N41E060010

Decreed Date: 08/27/1999

81352

The following renewals will be updated in our system within seven days
Please print the following receipt for your records

Summary For:**Business Name:** BUNTS & SINGLES LLC**Entity Number:** 6837946-0160**Business Renewed:** 11/27/2015**Business Entity Information****Entity Number:** 6837946-0160**Renewal Fee:** \$15.00**Entity Name:** BUNTS & SINGLES LLC**Late Fee:** \$0.00**Signature:** Barrett Peterson**Total Fee
Paid:** \$15.00**RENEWED**

STATE OF UTAH
DEPARTMENT OF COMMERCE
DIVISION OF CORPORATIONS & COMMERCIAL CODE
PO BOX 146705
SALT LAKE CITY UT 84114-6705

FIRST CLASS
US POSTAGE
PAID
SLC UT
PERMIT NO. 4621

Annual Report/Renewal Notice

PRESORTED AUTO

Entity Type: LLC - Domestic
Entity Number: 6837946-0160
Renewal ID #: 5365561
Renew Before: 12/31/2015
Renewal Fee: \$15.00

BUNTS & SINGLES LLC
BARRETT J PETERSON
225 S 200 E STE 300
SALT LAKE CITY UT 84111



Registered Principals

Name	Type	City	Status
BUNTS & SINGLES LLC	Limited Liability Company	Salt Lake City	Active
Position	Name	Address	
Manager	BARRETT J PETERSON	225 S 200 E STE 300	Salt Lake City UT 84111
Registered Agent	BARRETT J PETERSON	225 S 200 E STE 300	Salt Lake City UT 84111
If you believe there may be more principals, click here to View Filed Documents			

Search by:

Business Name:



State of Utah
DEPARTMENT OF COMMERCE
Division of Corporations & Commercial Code
Limited Liability Company Registration Information Change Form
Utah Div. Of Corp. & Comm. Code

RECEIVED

OCT 15 2008

Non-Refundable Processing Fee: \$12.00

Entity File Number: 6837946-0160

Entity Name: Bunts & Singles LLC

RAW

For each Yes button that you mark the question will appear below for you to fill out.

1). Do you want to Change the Business Purpose?

☐ Yes☒ No

2). Do you want to Change the Registered Agent or the Address of the Registered Agent?

☐ Yes☒ No

3). Do you want to Change the Principal Address of the Business Entity?

☐ Yes☒ No

4). Do you want to Change the Designated Office of the Business Entity?

☐ Yes☒ No

5). Do you want to Add individuals to the Business Entity?

☒ Yes☐ No

5). If Yes, who do you want to Add to the Business Entity and what Position will they hold?

Name: Barrett J. Peterson

Position: Manager

Address: 225 South 200 East, Suite 300

City: SLC State: UT Zip: 84111

Name:

Position: Select/Type the position here

Address:

City: State: Zip:

6). Do you want to Remove individuals from the Business Entity?

☒ Yes☐ No

6). If Yes, who do you want to Remove from the Business Entity and what Position do they hold?

Name: Leon Peterson

Position: Manager

Name:

Position: Select/Type the position here

7). Do you want to Change the Address of the Business Entity's Principal(s)?

☐ Yes☒ No

Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, you may use the business entity physical address rather than the residential or private address of any individual affiliated with the entity.

Under penalties of perjury and as an authorized authority, I declare that this statement of change(s), has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.

Name/Title: Barrett J. Peterson, Manager

Signature: *Barrett Peterson*

Date: 10/8/8

Mailing/Faxing Information: www.corporations.utah.gov/contactus.html Division's Website: www.corporations.utah.gov

10-15-08P04:44 RCVB
Receipt Number 2627657
Amount Paid: \$12.00

81352

Microfile No 56356
16 Day Aug 16
At 02 O'Clock 20 M
Clark Co. Recorder Kerri Ellis
Fee \$10.00
AC Deputy
Recorded at Request of
Callister Nebeker & McCullough

Attachment #2b

WHEN RECORDED, MAIL TO:
L. S. McCULLOUGH, II, ESQ.
CALLISTER NEBEKER & McCULLOUGH
ZIONS BANK BUILDING
10 E. SOUTH TEMPLE, SUITE 900
SALT LAKE CITY, UTAH 84133

GRANTEE'S ADDRESS:
225 SOUTH 200 EAST, SUITE 300
SALT LAKE CITY, UTAH 84111

THIS SPACE FOR RECORDER'S USE ONLY
Parcel # RP13N41E072412A

QUITCLAIM DEED

KAREN F. PETERSON and LEON PETERSON, grantors, of Salt Lake County, State of Utah, hereby quitclaims all of their right, title and interest in the property located in Clark County, State of Idaho, described herein, to **BUNTS & SINGLES, LLC**, a Utah limited liability company, of Salt Lake County, State of Utah, for the sum of TEN AND NO/100 (\$10.00) DOLLARS, and for other good and valuable consideration, the following described tract of land in Clark County, State of Idaho:

WATER RIGHT NO. 21-4071A ASSOCIATED WITH TOWNSHIP 13N, RANGE 41E, SECTION 6, TRACT SWSW, TRACT SESW

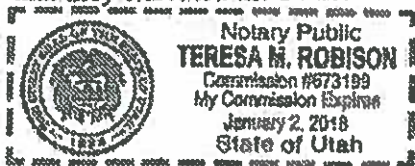
WITNESS, the hands of said grantors this 6th day of July, 2016.

Karen Peterson
KAREN F. PETERSON

Leon Peterson
LEON PETERSON

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 6th day of July, 2016, personally appeared before me, **KAREN F. PETERSON** and **LEON PETERSON**, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Teresa M. Robison
NOTARY PUBLIC
Residing At: SLC, UT



0 400 800 Feet

2015 Aerial Photography

Legend

-  Approx. Spring Locations
-  Proposed Pond
-  Approx Prop. Bndry and POU

-  Twp & Rng
-  Section
-  QQ

1352



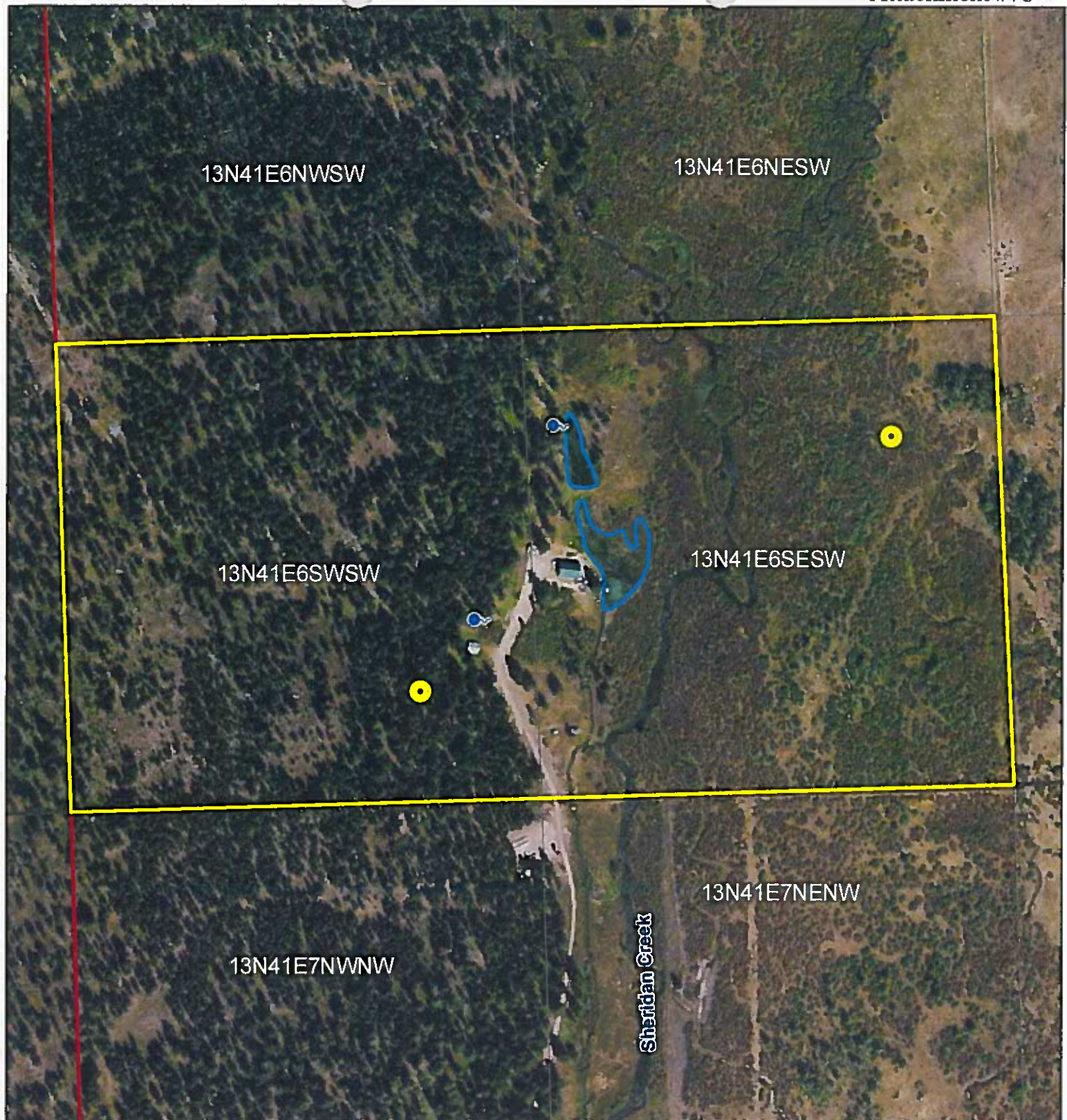
Application for Transfer Bunts & Singles LLC

RMEA #14-0080

by: KM

August 17, 2016





0 400 800 Feet

2015 Aerial Photography

Legend

- Approx. Spring Locations
- WR POD 21-4071A
- Existing Ponds
- WR POU 21-4071A
- Twp & Rng
- Section
- QQ

1352



Application for Transfer

Bunts & Singles LLC

RMEA #14-0080

by: KM

August 17, 2016





United States
Department of
Agriculture

Forest
Service

Island Park
Ranger
Station
(208) 558-7301 FAX: 208-558-7812

P.O. Box 220
Island Park
Idaho 83429

2720

October 24, 1996

Isolated Cabin

Mr. and Mrs. Peterson
200 South 2nd East
Salt Lake City, UT 84111

Dear Mr. and Mrs Peterson:

Enclosed is a new 20-year permit for your cabin. Please review, sign and return the permit to me as soon as possible.

As we agreed during our recent telephone conversation the permit expires on December 31, 2017. At that time, you or your estate will have two years to remove the improvements from National Forest System lands. The permit may only be transferred to one or more of your children listed in Clause II. D. 1. prior to the above date.

If you have any questions please contact me at the above number.

Sincerely,



GENE HARDIN
Recreation Forester

Enclosure



Caring for the Land and Serving People

81352



FS-2700-4 (7/96)
OMB No. 0596-0082

U. S. DEPARTMENT OF AGRICULTURE Forest Service SPECIAL-USE PERMIT Authority: <u>ORGANIC ADMINISTRATION ACT</u> <u>of June 4, 1897</u>	Holder No.	Issue Date	Expir. Date
	_____	___/___/___	<u>1 2/3 1/1 7</u>
	Type Site(s)	Authority	Auth. Type
	___ <u>1 2 1</u>	<u>0 0 2</u>	<u>__ 2 0</u>
	Region/Forest/District		State/County
	<u>0 4/ 1 5 /0_2_</u>		<u>1 6/ 0 4 3</u>
	Cong. Dist.	Latitude	Longitude
	<u>0 2</u>	<u>4 4-2 8-3 5</u>	<u>1 1 1-4 0-1 5</u>

LEON PETERSON & KAREN F. PETERSON of 220 SOUTH 2ND EAST
(Holder Name) (Billing Address - 1)

SALT LAKE CITY UT 84111
(Billing Address - 2) (City) (State) (Zip Code)

(hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, on the ISLAND PARK RANGER DISTRICT, TARGHEE National Forest.

This permit covers 4.6 acres and is described as (SW1/4, SW1/4 SECTION 6, T13N, R41E, as shown on the location map attached to and made a part of this permit, and is issued for the purpose of: MAINTAINING AN ISOLATED CABIN FOR PERSONAL RECREATIONAL USE WHICH INCLUDES ONE CARETAKER CABIN AS A PART OF THAT RECREATIONAL USE. THIS USE SHALL BE EXERCISED AT LEAST 15 DAYS EACH YEAR, UNLESS OTHERWISE AUTHORIZED IN WRITING. IT SHALL NOT BE USED AS A FULL-TIME RESIDENCE TO THE EXCLUSION OF A HOME ELSEWHERE.

The following improvements, are authorized in addition to the residence structure: 1 four-room guest cabin, 1 one-room caretaker cabin, 1 out house, 1 building on pond edge, one water storage tank, fences and pond.

The above described or defined area shall be referred to herein as the "permit area".

TERMS AND CONDITIONS

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

A. Authority. This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart B, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is the Forest Supervisor or a delegated subordinate officer.

C. License. This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U.S.C.

611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

D. Amendment. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

E. Existing Rights. This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

F. Nonexclusive Use. Unless expressly provided in additional terms, this permit is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area for any purpose.

G. Public Access and Use. Unless specifically limited under additional terms to this permit, the holder agrees to allow the public free and unrestricted access to and use of the permit area at all times for all lawful purposes. To facilitate public use of the permit area, all existing roads or roads as may be constructed by the holder shall remain open to the public, except for roads as may be closed by joint agreement of the holder and the authorized officer.

H. Forest Service Right of Entry and Inspection. The Forest Service shall have free and unrestricted access at all times, including the right to enter into all buildings, dwellings, and other facilities to ensure compliance with the terms and conditions of this permit. In addition, the Forest Service may enter the authorized facilities for any purpose or reason consistent with any right or obligation of the United States under any law or regulation.

I. Assignability. This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding shall cease to be the owner of the improvements, this permit shall terminate.

J. Permit Limitations. Nothing in this permit allows or implies permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer in the form of a new permit or permit amendment.

II. TENURE

A. Expiration at the End of the Authorized Period. Unless sooner terminated or revoked by the authorized officer, in accordance with the provisions of this authorization, this permit shall expire and become void December 31, 2017. A new permit will not be issued.

If one holder dies, this permit will continue, in force, in the name of the surviving holder until the expiration date of December 31, 2017.

If, according to these terms, the death of both of the holders occurs prior to December 31, 2017, this permit will terminate. A new special use authorization to occupy and use the same National Forest System land may be granted, but only pursuant to the provisions outlined in Clause II-D of this authorization (below).

If, according to these terms, the death of both of the holders occurs on or after December 31, 2017, this permit will terminate. A new permit will not be issued to any

subsequent owner of the improvements, or to any other person holding any interest in the improvement authorized by this permit.

In any event, expiration shall occur by operation of law, and shall not require notice, any decision document, or any environmental analysis or other documentation.

In the event a substantial portion of the existing improvements are destroyed by fire or other casualty so as to render the same untenable, they will not be rebuilt; this permit will be terminated; and the proportioned amount of fees for the balance of the calendar year will be returned to the holder.

B. Construction. Any construction authorized by this permit may commence by N/A and shall be completed by N/A. If construction is not completed within the prescribed time, this permit may be revoked or suspended.

C. Minimum Use or Occupancy of the Permit Area. Use or occupancy of the permit area shall be exercised at least 15 days each year, unless otherwise authorized in writing under additional terms of this permit.

D. Conditions for Issuance of a New Permit. If, according to the terms of Clause II-A (above), this permit should terminate prior to December 31, 2017, a new permit may be issued to any one of the holders' immediate children, subject to the following conditions:

1. An application for a new permit is submitted by either Brandon Peterson, Justin Peterson, Ryan Peterson or Barrett Peterson, those being children of the holders of this permit.

2. One of the above-referenced applicant(s) provides the Forest Service with evidence of ownership of the improvements authorized by this permit.

3. The permit area is being used for the purposes previously authorized.

4. The permit area is being operated and maintained in accordance with the provisions of the permit.

5. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits, laws, or regulation.

Any new permit issued pursuant to the above provisions shall have an expiration date not to exceed December 31, 2017, and will not be transferrable or assignable.

F. Discretion of Forest Service. Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued.

III. RESPONSIBILITIES OF THE HOLDER

A. Plans. If required by the authorized officer, all plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a licensed engineer, architect, and/or landscape architect. Such plans must be approved in writing by the authorized officer or a designated representative before the commencement of any work. A holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

B. Maintenance. The holder shall maintain the improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer, and consistent with applicable Federal, State, and local health and safety and other requirements.

C. Hazard Analysis. The holder has a continuing responsibility to identify and abate hazardous conditions on the permit area which could affect the improvements or pose a risk of injury to individuals. Any actions to abate such hazards shall be performed after consultation with the authorized officer.

D. Compliance with Laws, Regulations, and other Legal Requirements. The holder, in exercising the uses authorized by this permit, will assume responsibility for compliance 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. The obligations of the holder under this permit are not contingent upon any duty of the Forest Service to inspect the premises. A failure by the Forest Service, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms and conditions of this permit.

E. Fire Prevention and Suppression. The holder shall take all reasonable precautions to prevent and suppress forest fires. Open fires are prohibited except with written permit from the authorized officer or the authorized officer's agent.

F. Change of Address. The holder shall immediately notify the authorized officer of a change in address.

G. Change in Ownership of the Authorized Improvements. This permit is not assignable and terminates upon change of ownership of the improvements. The holder shall immediately notify the authorized officer when a change in ownership is pending. A permit will not be issued to the new owner of the improvements, unless the owner(s) of those improvements are one (or more) of the parties identified in Clause II-D of this permit (above), and the provisions of Clause II-D are complied with. No new permit will be issued to any other party who acquires the ownership of the authorized improvements, and that party will be required to remove the improvements from National Forest System land within two years of change of ownership but no later than December 31, 2017.

IV. LIABILITY

For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. Risk of Loss. The holder assumes all risk of loss of the property. Loss to the property may result from, but is not limited to, theft, vandalism, fire, avalanches, rising waters, winds, falling limbs or trees, and acts of God. If the authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed.

B. Damage to Property of the United States. The holder has an affirmative duty to protect from injury and damage the land, property, and other interest of the United States. Damage includes, but is not limited to, fire suppression costs and all costs and damages associated with or resulting from the release or threatened release of a hazardous substance occurring during or as a result of the holder's activities on, or related to, the lands property, and other interests covered by the permit.

1. The holder shall compensate in full the United States for damages occurring under the terms of this permit or under any law or regulation applicable to the National Forests. The holder shall be liable for all injury, loss, or damage, including fire

suppression, or other costs associated with rehabilitation or restoration of natural resources, associated with the holder's use or occupancy. Compensation shall include, but is not limited to, the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney fees), and other costs in connection therewith.

2. With respect to roads, the holder shall be liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided under paragraph IV (B) (1), except that liability shall not include reasonable and ordinary wear and tear.

3. In addition to liability provided in this paragraph, the holder may incur strict liability for certain high hazard situations if so provided by additional clauses appended to this permit.

C. Indemnification and Liability of the United States. The holder shall comply with all applicable federal, state, and local laws and regulations, including but not limited to the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq, the Oil Pollution Act, 33 U.S.C. 2701 et seq, the Clean Air Act, 42 U.S.C. 7401 et seq, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq, and the Comprehensive Environmental Response, Control, and Liability Act, 42 U.S.C. 9601 et seq, as subsequently amended. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for any costs, damages, claims, liabilities, and judgements arising from past, present, and future acts or omissions of the holder in connection with the use and/or occupancy authorized by this permit. This indemnification and hold harmless agreement includes, but is not limited to, acts and omissions of the holder in connection with the use and/or occupancy authorized by this permit which result in: (1) violations of the above or any applicable laws and regulations; (2) judgements, claims, or demands assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) other releases or threatened releases on or into land, property, and other interest of the United States by solid waste and/or hazardous substance(s).

The holder's indemnification of the United States shall also include any damage to life or property arising from the holder's occupancy or use of land, property, and other interest of the United States. The United States has no duty to inspect permit area or to warn of hazards and, if the United States does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

V. TERMINATION, REVOCATION, AND SUSPENSION

A. General. For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

"Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the permit, a fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations are not appealable.

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

B. Revocation or Suspension. The Forest Service may suspend or revoke this permit in whole or part for:

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

D. Removal of Improvements. Upon abandonment, revocation, termination, or expiration of this authorization, the holder or the holders' estate(s) shall have a period of time not to exceed two (2) years in which to remove all improvements and structures within the permit area from National Forest System lands, and to restore the site to a condition specified by the authorized officer. If the holders, or their estate(s) fail to do so within this prescribed time period, then the remaining improvements shall become the property of the United States, and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holders, or their estate(s), shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VI. FEES

A. Termination for Nonpayment. This permit shall automatically terminate without the necessity of prior notice when land use rental fees are 90 calendar days from the due date in arrears.

B. The holder shall pay annually, in advance, a fee determined by the Forest Service to be the fair market value of the use granted by this authorization. Fair market value will be determined by an appraisal or other sound business management principle. The base fee shall be 5 percent of the appraised fair market fee simple value of the lot. That base fee will be adjusted annually by utilizing the percent of change in the Implicit Price Deflator-Gross National Product (IPD-GNP) index as of the previous June 30. At certain intervals, the Forest Service shall review the fee and adjust the fee as necessary to assure that it is commensurate with the fair market value of the authorized rights and privileges, as determined by appraisal or other sound business management principle. Currently, the next appraisal for this authorized lot area is due to be conducted in 1996.

C. Payment Due Date. The payment due date shall be the close of business on JANUARY 1st of each calendar year payment is due. Payments due the United States for this use shall be deposited at FILE 61657, P.O. BOX 60,000, SAN FRANCISCO, CA 94160-1657 in the form of a check, draft, or money order payable to "Forest Service, USDA." Payments shall be credited on the date received by the designated Forest Service collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non workday, the charges shall not apply until the close of business on the next workday.

D. Late Payment Interest. Pursuant to 31 USC 3717, and regulations at 7 CFR Part 3, Subpart B, and 4 CFR Part 102, an interest charge shall be assessed on any payment or financial statement not received by the due date. Interest shall be assessed using the most current rate prescribed by the United States Department of Treasury's Financial Manual (TFM-6-8020). Interest shall accrue from the date the payment or financial statement was due. In the event that two or more billings are required for delinquent accounts, administrative costs to cover processing and handling of the delinquent debt will be assessed.

E. Additional Penalties. In the event of permit termination pursuant to provisions VI (A), and prior to the issuance of a new permit, a penalty of 6 percent per year shall be assessed on any fee amount overdue in excess of 90 days from the payment due date. This penalty shall accrue from the due date of the first billing or the date the fee calculation financial statement was due. The penalty is in addition to interest and any other charges specified in the above paragraph.

F. Disputed Fees. Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or appeal decision.

G. Delinquent Fees.

1. Delinquent fees and other charges shall be subject to all rights and remedies afforded the United States pursuant to Federal law and implementing regulations (31 U.S.C. 3711 et seq.).

2. The authorized officer shall require payment of fees owed the United States under any Forest Service authorization before issuance of a new permit.

VII. OTHER PROVISIONS

A. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

B. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

C. Removal and Planting of Vegetation. This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the authorized officer, or authorized officer's agent, has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed shall be paid for by the holder as follows: Merchantable timber at appraised value and 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 holder at no stumpage cost to the holder. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the authorized officer.

D. Superior Clauses. 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 provision thereof, the preceding printed clauses shall control.

E. (B-31) The permitted area will be maintained to present a clean, neat and orderly appearance. Trash, debris, unusable machinery, improvements, etc., will be disposed of promptly. Building materials, firewood, etc., will be neatly stacked.

F. (B-34) The permittee shall dispose of refuse resulting from this use, including waste materials, garbage, and rubbish of all kinds, in the following manner, and shall guard the purity of streams and living waters. Permittees are responsible for the proper disposal of solid waste at a County and State approved disposal site.

G. (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.

H. (D-14) All butane, propane, or other liquefied petroleum gas equipment shall be installed and operated in accordance with the laws and regulations of the State.

I. (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.

J. (F-2) All chimneys must be built from the ground up and all flues, from ceiling through roof, must be of black or galvanized stovepipe with riveted joints encased in terra-cotta pipe with permanently sealed joints through a roofjack; or of stone or brick lined with terra-cotta flue lining. Chimneys must extend at least one (1) foot above the roof ridge.

K. (F-3) Stoves and open stovepipes shall be kept at least one foot away from wooden walls or ceilings. Wooden surfaces beneath or within one (1) foot of stoves or stovepipes shall be protected with building code approved insulation.

L. (F-4) Open fireplaces shall be equipped with spark screens.

M. (F-5) The roof shall be kept reasonably clear of leaves, twigs, and other debris.

N. (F-6) All electrical equipment and facilities installed and operated shall conform to the National Electric Code and the equipment must have been approved by the American Insurance Association.

O. (F-22) No fireworks shall be stored or used on the land covered by this permit, or in the structures thereon.

P. (H-1) No fences shall be erected upon the premises, except by written permission of the authorized officer and as described in this authorization.

Q. (X-7) No animals or fowl, other than household pets, shall be kept upon the premises.

R. (X-28) The holder shall restrict all parking to areas approved by the Forest Service.

S. (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, as determined by the Forest Service.

T. (X-40) Disorderly or otherwise objectionable conduct by the holder or those occupying the premises with permission shall upon proof thereof, be cause for termination of this permit.

U. (X-73) Personal recreation use is defined as noncommercial use by the holder, members of his immediate family, and guests. It does not include the use of the facilities to the exclusion of a permanent place of residence elsewhere.

V. (X-18) This permit supercedes a special-use permit designated: LEON PETERSON, 1/25/89.

Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB # 0596-0082), Washington, D.C. 20503.

This permit is accepted subject to the conditions set out above.

HOLDER NAME: LEON PETERSON

U. S. DEPARTMENT OF AGRICULTURE
Forest Service

By: Karen F. Peterson

(Holder Signature)

By: _____

(Authorized Officer Signature)

Karen F. Peterson

(Holder Signature)

(Title)

Date: NOVEMBER 11, 1996

Date: _____