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DWR/NORTHSTATE OF IDAHO
DEPARTMENT OF WATER RESOURCESIdent. No. 94-9091**APPLICATION FOR PERMIT**

To appropriate the public waters of the State of Idaho

1. Name of applicant(s) Shoshone County Phone 298-752-3331Name connector (check one): ☐ and ☐ or ☐ and/orMailing address: 700 Bank St. Suite 120 City WallaceState Idaho Zip 83873 Email: commsec@co.shoshone.id.us2. Source of water supply North Fork of the CDA River which is a tributary of _____

3. Location of point(s) of diversion:

Twp	Rge	Sec	Govt Lot	¼	¼	¼	County	Source	Local name or tag #
49N	R2E	08	3	nw	ne		Shoshone	NF CDA River	130 Palo Rd

4. Water will be used for the following purposes:

Amount 1/2 acre for domestic purposes from 050112 to 111512 (both dates inclusive)
(cfs or acre-feet per year)Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)Amount _____ for _____ purposes from _____ to _____ (both dates inclusive)
(cfs or acre-feet per year)5. Total quantity to be appropriated is (a) .04 cubic feet per second (cfs) and/or (b) _____ acre-feet per year (af).

6. Proposed diverting works:

a. Describe type and size of devices used to divert water from the source. Shallow well pump at surface w/60 feet of suction lineb. Height of storage dam N/A feet; active reservoir capacity _____ acre-feet; total reservoir capacity _____ acre-feet. If the reservoir will be filled more than once each year, describe the refill plan in item 11.For dams 10 feet or more in height OR reservoirs with a total storage capacity of 50 acre-feet or more, submit a separate Application for Construction or Enlargement of a New or Existing Dam. Application required? ☐ Yes ☐ Noc. Proposed well diameter is N/A inches; proposed depth of well is _____ feet.d. Is ground water with a temperature of greater than 85°F being sought? ☐ Yes ☐ Noe. If well is already drilled, when? N/A; drilling firm _____;
Well was drilled for (well owner) _____; Drilling Permit No. _____

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

a. Hydropower; show total feet of head and proposed capacity in kW. _____

b. Stockwatering; list number and kind of livestock. _____

c. Municipal; show name of municipality or the applicant's qualifications as a municipal provider. _____

d. Domestic; show number of households 1 RV Site

e. Other; describe fully. _____

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8. Description of place of use:

- a. If water is for irrigation, indicate acreage in each subdivision in the tabulation below.
- b. If water is used for other purposes, place a symbol of the use (example: D for Domestic) in the corresponding place of use below. See instructions for standard symbols.

TWP	RGE	SEC	NE				NW				SW				SE				TOTALS
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
49N	2E	8	1/4	□				1/4											1/2

Total number of acres to be irrigated: 1/2 acre

9. Describe any other water rights used for the same purposes as described above. Include water delivered by a municipality, canal company, or irrigation district. If this application is for domestic purposes, do you intend to use this water, water from another source, or both, to irrigate your lawn, garden, and/or landscaping? N/A

10. a. Who owns the property at the point of diversion? Shoshone County
- b. Who owns the land to be irrigated or place of use? Shoshone County
- c. If the property is owned by a person other than the applicant, describe the arrangement enabling the applicant to make this filing: _____

11. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. RV Site irrigation for grass, plants at site, attached is the lease agreement between the Walckers and Shoshone County.

12. Time required for completion of works and application of water to proposed beneficial use is 1 years (minimum 1 year).
13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8 1/2" x 11" map clearly identifying the proposed point of diversion, place of use, section #, township & range. A photocopy of a USGS 7.5 minute topographic quadrangle map is preferred.

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 of Applicant

Vince Rinaldi-Chairman Board of County Commission
Print Name (and title, if applicable)

Signature of Applicant

N/A
Print Name (and title, if applicable)

For Department Use:

Received by Dianne Date 4/12/12 Time _____ Preliminary check by _____

Fee \$ 100 Received by Dianne Receipt No. N029107 Date 4/12/12

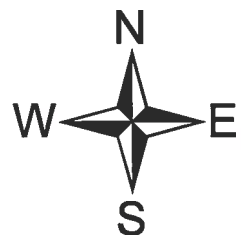
original Application
Priority date changed to 4/27/12.

94-9091



Legend

-  workingpod
-  workingpou
-  QQ
-  Taxlots



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POD

POU

49N02E8NWNE
GOV. LOT 3



DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

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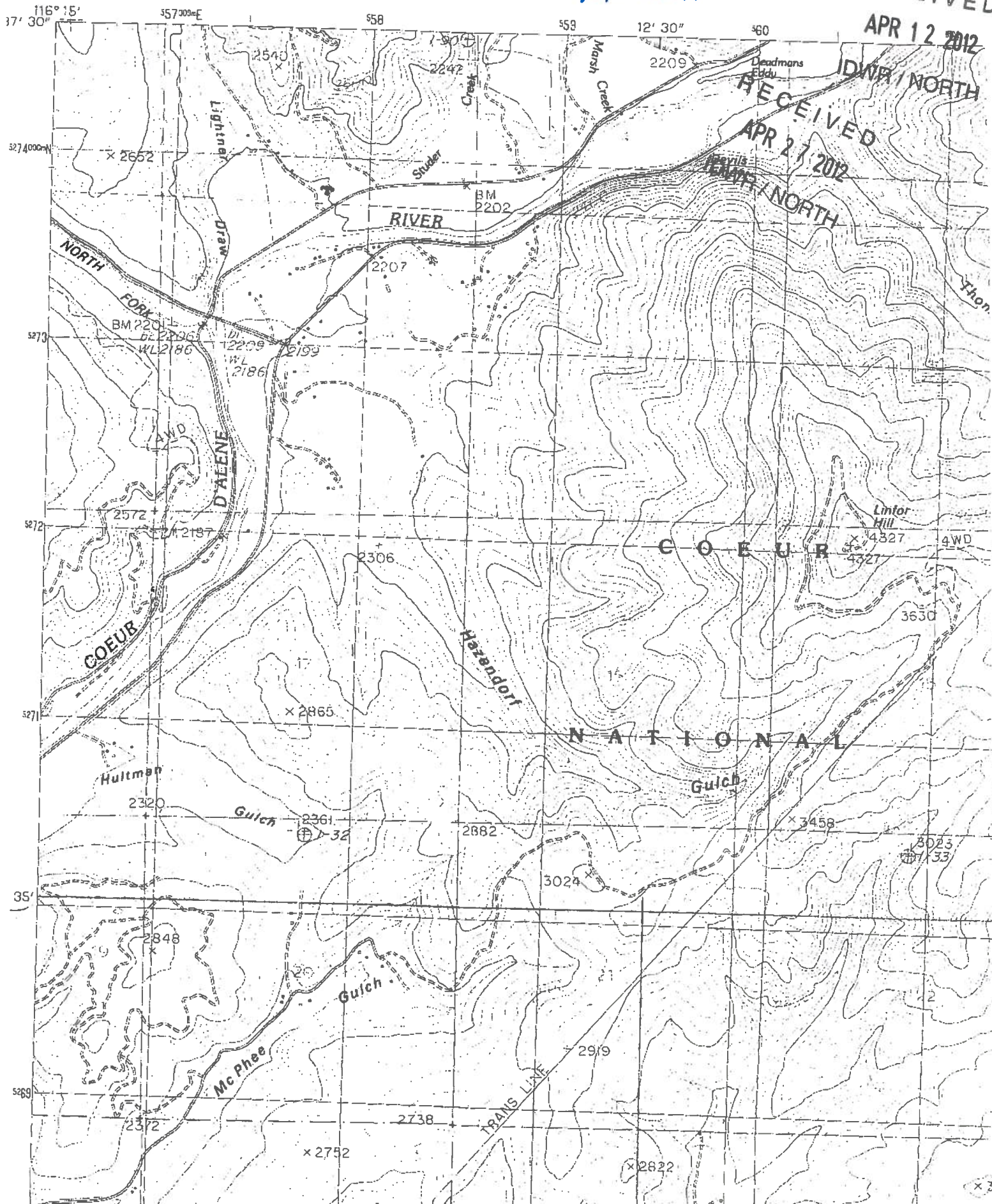
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DMR NORTH



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LEASE AGREEMENT

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Agreement made this 3rd day of April 2012 between Shoshone County, a political subdivision of the State of Idaho, herein called Lessor, and Jim and Michelle Walcker, P.O. Box 336, Osburn, ID 83849, called Lessee. The parties agree as follows:

SECTION I

GRANT OF PERMISSION

In consideration of Lessee's promises herein, Lessor hereby gives permission, revocable and terminable as hereinafter provided, to Lessee to enter on the land of Lessor described below, for the purpose of using the property, and will not change the character of the land, all on the terms and conditions herein set forth, which Lessee promises to comply and abide with. The intended use of the land by the Lessee is as a temporary summer/fall recreation site. Maximum recreational vehicles (as per our flood plain ordinance) permitted on the site shall be limited to two (2) at any time.

SECTION II

DESCRIPTION OF PROPERTY

130 Palo Road, Kingston, Idaho - Parcel #49N02E-08-0760

SECTION III

MONETARY CONSIDERATION

Lessee agrees to pay Shoshone County the sum of \$100.00 per month to be paid in full in advance beginning April 1, 2012 through November 2012 only. Sum to be paid in advance \$800.00.

SECTION IV

PERMISSION NOT EXCLUSIVE

This permission is not exclusive to Lessee, and Lessee shall have the privilege hereunder only of occupying such portion of the above-described premises, as the representative of Lessor in charge of such premises shall from time to time designate. Lessor reserves those rights-of-ways granted to utilities and others for such access as Lessor determines is reasonable.

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APR 12 2012

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SECTION V

NO BUILDINGS OR STRUCTURES - USE OF PROPERTY

Leasee shall not erect any permanent buildings or other structures hereunder, or erect, or have erected or installed, permit to remain on the above described premises any temporary structures, fixtures, shelters, attachments or other things attached to or being on the premises and placed thereon by Leasee or the guests, invitees or Leasee, which the representative of Lessor in charge of the above described premises shall direct Leasee to remove.

SECTION VI

MODIFICATION TO PREMISES

Leasee may not in any way modify the Lessor's premises without application to and approval by the representative of Lessor.

SECTION VII

NO COMMERCIAL USE OR NUISANCE

The Leasee shall not use the premises for commercial purposes, and shall not perform or permit any of Leasee's guest, invitees, or licensees to perform any disorderly conduct or permit any nuisance on the premises or to use the premises in any way so as to interfere with the exercise by other licensees or permittees of privileges which Lessor may give them in the premises.

SECTION VIII

INDEMNIFICATION

Leasee shall exercise his privileges hereunder at his own risk, and, irrespective of any negligence of Lessor, Leasee shall indemnify Lessor against all liability for damages, costs, loss, and expenses resulting from arising out of, or in anyway connected with, the occupation or use of the premises by Leasee, or by Leasee's, invitees, or guest of Leasee, or the failure on the part of Leasee to perform fully all and singular Leasee's promises herein. Lessor shall not be liable to Leasee if for any reason whatever Leasee's occupation or use of the premises hereunder shall be hindered or disturbed.

SECTION IX

LICENSE IS NON-ASSIGNABLE

Leasee's privileges hereunder shall not be assignable by Leasee in whole or in part.

**SECTION X
TERMINATION**

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Leasor reserves the right to terminate the permission hereby given at time by giving Leasee at least thirty (30) days written notice of such termination, except that Leasor may, at his election, terminate the permission forthwith at any time if Leasee shall fail to comply with or abide by each and all of the provisions hereof, or to keep all and singular Leasee's promises herein. Waiver by Leasor of any breach of any term or provision hereof, shall not be deemed a waiver of any subsequent breach of the same or any other term or provision hereof.

**SECTION XI
NOTICE**

Any notice to Leasee hereunder shall be sufficient if served on Leasee personally or posted on the premises, and if so posted, shall be deemed served on the date of posting of mailing to Leasee, directed to Jim and Michelle Walcker, P.O. Box 336, Osburn, ID 83849, and if so mailed in the State of Idaho, shall be deemed served on the business day next following the day of mailing.

**SECTION XII
REMOVAL OF PROPERTY**

On revocation, surrender or other termination of the permission hereby given, Leasee shall quietly and peaceably surrender the portion of the premises occupied by Leasee in as good condition as same were at the time of Leasee's entry thereon hereunder and shall remove all fixtures, equipment, and other things placed by Leasee on the premises hereunder, and if Leasee shall fail to do so, Leasor shall have the right to make this removal at Leasee's expense, the amount of which expenses Leasee shall pay to Leasor on demand, and, if Leasor shall so elect, it shall have the right to take possession of and appropriate to itself without payment therefor, any property of Leasee, or anyone claiming under it, then remaining on the premises.

**SECTION XIV
RELEASE OF LIABILITY**

In consideration of the privileges granted to Leasee(s) therein, Leasee(s) voluntarily and knowingly, with the express intention of effecting the extinguishment of obligations herein designated, and with the intention of binding Leasee(s), his/her spouse, heirs, legal representative and assigns, expressly releases and discharges Leasor, including its officials, employees, agents and legal representatives from all claims, actions, judgment and executions, that Leasee(s) may otherwise have a right to as a result of the privileges granted to Leasee(s) by the terms of this Lease Agreement.

Dated this 4th day of April, 2012.

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BOARD OF COUNTY COMMISSIONERS
SHOSHONE COUNTY

D. Vince Rinaldi
Vince Rinaldi, Chairman

Jon Cantamessa, Commissioner

Larry J. Yergler
Larry Yergler, Commissioner

ATTEST:

Susan K. Hendrixson
Susan K. Hendrixson
Deputy Clerk

LEASEE:

James Walcker
Jim Walcker

Michelle Walcker
Michelle Walcker

STATE OF IDAHO)

ss.

County of Shoshone)

On this 3rd day of April 2012, in the year 2012, before me Darla J. Jefferson, a Notary Public, in and for the State of Idaho, personally appeared James Walcker and Michelle Walcker known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year in this certified first above written.

Darla J. Jefferson
Notary Public
Residing at Asburn, Idaho
My Commission Expires 10.10.2012

DARLA J. JEFFERSON
NOTARY PUBLIC
STATE OF IDAHO