

06/15/2010

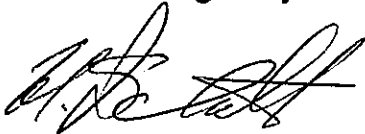
To: Department of Water Resources
Re: Permit No 85-15636
Proof of Beneficial Water Uses

Please give us consideration for not responding until now. We operate our lodge and tree farm and administrate a bakery/restaurant and do other town job creating services. Summer business volume impacts our ability to respond quickly.

We have a Lodge/ Tree farm. We reside here. We irrigate and continually work on our fruit trees, landscape, gardens, & tree farm plantings. On this property there has been and is continuous water use for irrigation and commercial purposes since the original land grant. We request our originating water use date be adjusted. See attached chain of title and land patent copy.

We have arranged for 5 Star LLC, land maintenance/tree planting firm to service our farm. Extensive rain slowed our expected progress. They are contracted to plant 5200 additional tree seedlings here, soon. They historically facilitate good seedling survival rates. See the attached contract.

We have enclosed our Hearthstone Lodge brochure (website: hearthstonelodge.com), aerial map of lodge/trees/gardens and planting contract demonstrate our commercial and irrigation uses. We are listed on the Idaho Tourism site. We have a 3 diamond AAA rating. Two Idaho governors have been to our Lodge. We serve on the Governors' Idaho Rural Partnership (IRP) board. We care about ecologically sound rural development.



Harty and Marjorie Schmaehl
Hearthstone Lodge and Tree Farm
208 935 2322

Chain of Title

35 34N 3E Lot #10

Name	Date
Harty & Marjorie Schmaehl	12/3/1998
M. Eugene Stringham Sr. Living Trust	7/14/1997
M. Eugene & Sylvia Stringham Sr.	4/10/1974
Cornelius Van Bommel	1969
Arthur B. Crawford	3/23/1962
Amelia Gove	11/29/1961
Fred W. Retting & wf	7/13/1961
Nathan Gove	11/5/1956
Leroy Emery & wf	5/31/1950
A L Freeman & wf	9/9/1949
S. L. Cullar	4/18/1944
Henry G. Reinemer	10/10/1927
Mae Hansen	6/12/1924
Peter Hansen & Mae Hansen	2/26/1915 Patent
United States	

TREE PLANTING CONTRACT

THIS CONTRACT, made and entered by and between Harty Schmaehl and Marjorie Schmaehl dba Hearthstone Lodge and Tree farm, hereinafter referred to as "Customer", and 5 Star Forestry llc, hereinafter referred to as "5 Star". In consideration of the mutual covenant set forth in this contract, the parties agree as follows:

Section 1: Planting of Trees and site preparation. 5 Star hereby agrees to provide all necessary equipment, labor, and supplies for the site preparation by removing brush and competing growth and the planting of tree seedlings on land consisting of 12 acres of a 29 acre parcel in Lewis County, Idaho, more particularly described as follows:
Hearthstone Lodge and Tree farm.

All work to be performed pursuant to this contract shall be executed faithfully and diligently as weather and seasonal conditions permit, but in no event completed later than June 1st 2011. 5 Star further agrees that it will plant said tree seedlings at the rate not to exceed 436 trees per acre including existing trees, properly spaced, and in a satisfactory and workmanlike manner and by specifications on method approved by the applicable regulatory authority. Any extra tree seedlings will be planted on nearby land owned by the customer.

Section 2: Supplier of Trees. The parties hereto agree that:

Customer shall purchase from 5 Star all tree seedlings to be planted pursuant to this contract.

Customer hereby agrees to purchase seedlings from 5 Star at the price of \$400 per thousand trees. Customer agrees to pay 5 Star the total sum for said seedlings at the time of purchase.

Section 3: Payment. Customer agrees to pay 5 Star the sum of \$130.80 per acre for planting tree seedlings pursuant to Section 1 herein, for a total sum of \$1569.60 payable in the following manner:

Customer agrees to make payment in full to 5 Star upon completion of and inspection and approval of said planting.

All payments to be made herein shall be made payable to 5 Star Forestry llc 6085 HWY 12 Kooskia, ID. 83539.

Section 4: Customer Agreement. During the term of this contract, Customer agrees:

1. To show or provide reasonable direction to 5 Star the land to be planted;
2. To provide or arrange for right of reasonable ingress to egress to the planting site for all men, material and equipment necessary to perform said planting.
3. The watering of tree seedlings will be the responsibility of customer. Customer will not hold 5 Star Forestry responsible for mortality of seedlings due to inadequate water supply. With natural humidification and your existing water irrigation supply my opinion is your irrigation should not substantially change.

Section 5: Independent Contractor - Insurance. 5 Star and Customer agree that 5 Star is in no way the agent, servant or employee of Customer. 5 Star is solely responsible for the performance of their employees and their work as that of an independent contractor. 5 Star covenants and agrees to maintain in full force and effect during the term of this contract, at its own expense, a policy of insurance for workers compensation, vehicle use and protection against liability arising incident to the use of materials and equipment, or resulting from any accident occurring in the course of performing this contract.

Section 6: Miscellaneous.

6.1 Binding Effect. It is mutually agreed by the parties that the time of payment is an essential part of this contract, and that all covenants and agreements contained in this contract shall extend to and be binding on the parties to this contract, their heirs, executors, and administrators, successors, and assigns.

6.2 Entire Agreement - Modification. This contract constitutes the entire agreement between the parties pertaining to the planting of trees on the land described above. This contract supersedes any and all prior negotiations and communications, either oral or written, and there are no representation or warranties expressed or implied with respect to the subject matter hereof except those herein specified. Any modifications or amendments to this contract must be by written agreement signed by both of the parties hereto.

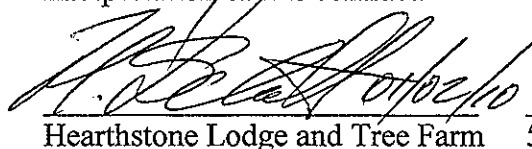
6.3 Assignment. It is mutually agreed by the parties that they may not sell, assign, convey or transfer their rights or obligations under the terms of this contract without the prior written consent of the other.

6.4 Acts of God. It is further agreed that in the event the above described land and/or planting site, or any part thereof, shall become inaccessible or rendered such that tree seedings cannot be planted thereon as the result of flood, tornado, or other reason beyond 5 Star's control, 5 Star shall be excused from the performance of this contract.

6.5 Partial Invalidity. If any of the provisions of this contract shall contravene, or be invalid under any applicable law, such contravention or invalidity shall not invalidate the entire contract, but it shall be construed as if not containing the particular provision or provisions held to be invalid, and the right and rights and obligations of the parties shall be construed and enforced accordingly.

6.6 Attorney Fees. In any action or suit brought to enforce any of the terms, conditions or covenants of this contract, the prevailing party shall be entitled, as part of the judgment rendered, to a reasonable attorney's fee to be fixed in the proceedings by the Court, in addition to costs allowed by law.

6.7 Sections and Other Headings. Sections or other headings contained in this contract are for reference purposes only and shall not effect, in any way, the meaning or interpretation of this contract.

 01/02/10 Michael S. Du 01/02/10
Hearthstone Lodge and Tree Farm 5 Star Forestry LLC

[New User?](#) [Register](#) [Sign In](#) [Help](#)

[Make Y! My
Homepage](#)

[Yahoo!](#)

[Mail](#)

[Web Search](#)

YAHOO! LOCAL
Maps

☒ Make this the default location for ? X

Yahoo!

Recent Locations

[Delete All](#)

5556 Highway 12, Kamenitz 8, 5, 36

My Saved Locations

[Sign in to see my saved locations](#)



Lewiston 03301

THE UNITED STATES OF AMERICA,
TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, a Certificate of the Register of the Land Office at Lewiston, Idaho, has been deposited in the general Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of H. Peter Hansen, has been established and duly consummated, in conformity to law, for the Lot ten of Section thirty-five in Township thirty-four north of Range three east of the Boise Meridian, Idaho, containing twenty-nine acres, according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE, by the Surveyor General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the twenty-sixth day of February in the year of our Lord one thousand nine hundred and fifteen and of the Independence of the United States the one hundred and thirty-ninth.

By the President, Woodrow Wilson,
By M. P. LeRoy, Secretary,
L. Q. C. Lamar,
Recorder of the General Land Office.

RECORDED: Patent Number, 460156

The land above described is subject to all rights under applications by the Clearwater Valley Railroad Company and the Montana, Idaho and Pacific Railroad Company, approved May 23, 1907, and May 31, 1910, respectively, both under the Act of March 3, 1875, being applications for rights of way for railroad purposes.

STATE OF IDAHO,)
COUNTY OF LEWIS.) ss.

Filed for record May 7, 1919, at 10:20 o'clock A. M., at the request of Lewis County Abstract Co., Ltd.

Fees, \$1.00

E. L. Schnell, County Recorder,
By Bertha A. Schafer, Deputy.

4991

Homestead
Applicati
TO
WHE
a Certifi
pursuant
Settlers
Farnam he
Sou
West of i
according
Office by
NOV
Forest A
TO
the said
accrued
to ditch
and ackn
the righ
should th
by law,
ditches
IN
have cau
hereunto
Gi
the year
United S
(U.S.G.I
(SEAL.
Recorded
Filed fo
Fee \$1.0
State of
County o
I,
that the
purports
office,

Lot 10



[Home](#) • [The Lodge](#) • [Guest Rooms](#) • [Reservations](#)
[Local Attractions](#) • [Maps](#) • [Contact Us](#) • [Links](#)

**Elegant Bed & Breakfast Inn by the Clearwater River
in Historic Kamiah, North Central Idaho**

**Fireplaces
Jacuzzis
Balconies
Forest & River Views
World Class Amenities**

Overlooking the peaceful Clearwater River and the historic Lewis and Clark Trail, the elegant and romantic Hearthstone Lodge is the original lodge at river's edge, nestled among the pines on 29 acres. Lewis and Clark called this area "Paradise Valley."

Quiet and romantic, restful and serene, Hearthstone Lodge is a bed & breakfast country inn equipped with world class amenities including Jacuzzi tubs for two, forest and river view balconies, cathedral ceilings, canopied custom beds with antique headboards, wood burning fireplaces, embroidered robes, and delicious breakfasts in our in-town bakery to start your day. No details have been overlooked.



***On the wild and scenic
Lewis & Clark Trail***



Toll Free: (877) LODGE 4 U (563-4348)

Phone: (208) 935-1492

Email: visit@hearthstone-lodge.com

The Hearthstone Lodge • Highway 12, Milepost 64 • P.O. Box 1492 • Kamiah, ID 83536-1492

[Home](#) • [The Lodge](#) • [Guest Rooms](#) • [Reservations](#) • [Hearthstone Bakery](#)
[Local Attractions](#) • [Calendar of Events](#) • [Map & Directions](#) • [Contact Us](#) • [Links](#)

© Copyright 2003-2008 - Hearthstone Lodge - All rights reserved.

Web Design by: [Aesthetic Design & Photography](#)

3-9800

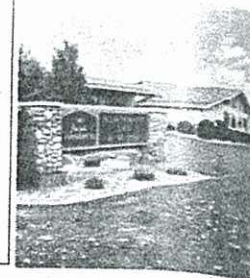
221

Address: 2653 S Lincoln Ave 83338
 Location: I-84, exit 168, just n on SR 79.
 Facility: Smoke free premises. 67 units. 64 one-
 bedroom standard units, some with whirlpools. 3
 bedroom suites, some with whirlpools. 2
 stories (no elevator), interior corridors. Bath:
 no or shower only. **Parking:** on-site. **Terms:**
 check-in 4 pm. **Amenities:** voice mail, irons, hair
 dryers. **Some:** high-speed Internet.
Pool(s): heated indoor. **Leisure Activities:**
 whirlpool, exercise room. **Guest Services:** valet
 and coin laundry, wireless Internet. **Business**
Services: meeting rooms, PC. (See color ad p 244)



AAA Benefit:

Members save up to
 20%, plus 10%
 bonus points with
 rewards program.



FREE expanded continental breakfast and high-speed Internet

KAMIAH pop. 1,160

HEARTHSTONE ELEGANT LODGE BY THE RIVER

Phone: (208)935-1492



SAVE



Bed & Breakfast
 \$125-\$235 All Year

Address: 3250 Hwy 12 at Milepost 64 83536 **Location:** 2 mi w of town, at MM 64
Facility: Comfortable, refined decor, in a rural setting, is a feature of this B&B. You'll also find high
 quality beds with down comforters and triple sheets. Smoke free premises. 5 units. 4 one-bedroom
 standard units with whirlpools. 1 cottage. 1-2 stories (no elevator), interior/exterior corridors. **Parking:**
 on-site. **Terms:** check-in 4 pm, 3 day cancellation notice. **Amenities:** DVD players, voice mail, irons,
 hair dryers. **Leisure Activities:** fishing, library, board games, hiking trails. **Fee:** massage. **Guest**
Services: wireless Internet. **Business Services:** PC, fax (fee).



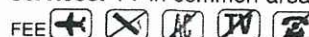
QUILT HOUSE BED & BREAKFAST

Phone: 208/935-7668



Bed & Breakfast
 \$125-\$165 All Year

Address: 247 Flying Elk Dr 83536 **Location:** US 12, 12 mi on Woodland Rd, follow signs.
Facility: The Quilt House is a spacious, spectacular log home, with breathtaking views of the
 surrounding countryside from its windows and decks. Smoke free premises. 5 one-bedroom standard
 units. 3 stories (no elevator), interior corridors. **Bath:** shared. **Parking:** on-site. **Terms:** check-in 5 pm,
 14 day cancellation notice-fee imposed. **Amenities:** video library. **Some:** DVD players. **Guest**
Services: TV in common area. **Business Services:** meeting rooms.



WHERE TO DINE

HEARTHSTONE BAKERY & TEA HOUSE

Phone: 208/935-1912



American
 \$5-\$8

The charming restaurant nurtures the feel of a Victorian tea room. In-house-made salads, sandwiches and
 soups taste great with freshly baked breads of several varieties. Bountiful dessert options range from
 cookies and cinnamon rolls to fruit and cream pies. Casual dress. **Reservations:** not accepted. **Hours:** 8
 am-3 pm. Closed: 1/1, 11/25, 12/25. **Address:** 502 Main St 83536 **Location:** Downtown. **Parking:**
 on-site. **Historic**



KELLOGG pop. 2,395

KELLOGG INN [Book great rates at AAA.com](http://Book.great.rates.at.AAA.com)

Phone: (208)783-1234



SAVE



Hotel
 \$75-\$114 All Year

Address: 601 Bunker Ave 83837 **Location:** I-90, exit 49, 0.5 mi se. **Facility:** 61 units. 56 one-
 bedroom standard units. 5 one-bedroom suites. 2 stories (no elevator), interior corridors. **Parking:** on-
 site, winter plug-ins. **Terms:** cancellation fee imposed. **Amenities:** irons, hair dryers. **Pool(s):** heated
 indoor. **Leisure Activities:** whirlpool, ski & bike storage room, bicycle trails. **Guest Services:** coin
 laundry, wireless Internet. **Free Special Amenities:** expanded continental breakfast and high-
 speed Internet.



MORNING STAR LODGE

Phone: (208)783-0200



Address: 602 Bunker Ave 83837 **Location:** I-90, exit 49, 0.5 mi se. **Facility:** Smoke free premises.
 204 units. 119 one-bedroom standard units, some with kitchens. 85 one-bedroom suites with kitchens



HEARTHSTONE

ELEGANT LODGE

by the river

**HARTY
SCHMAEHL**

-2322
(208) 935-1492

Highway 12, Milepost 64

P.O. Box 1492

Kamiah, ID 83536-1492

Beautiful, Scenic Wilderness

HIDEAWAY RETREAT



**IN IDAHO'S WILD & SCENIC
NORTHWEST PASSAGE**



Highway 12, Milepost 64
PO Box 1492
Kamiah, Idaho 83536
208-935-1492



**Elegant Lodging by the
Clearwater River
in North Central Idaho**



DISCOVER A NEW WORLD...



On the Historic Lewis & Clark "Paradise Valley" Trail!



**Breakfast at Hearthstone
Bakery & Tea House in
historic Kamiah.**



**RELAX ...
Rest, Read, Birdwatch**

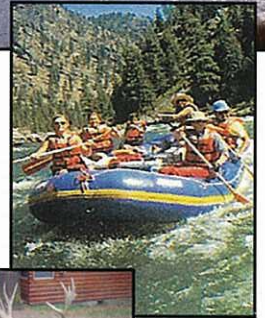
**Jacuzzis
Fireplaces
View Balconies...**



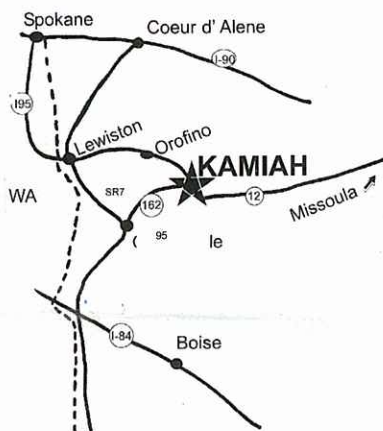
**ENJOY...
Spectacular Scenery
World Class Lodging
Abundant Wildlife
Lush Forests
Pristine Rivers
Majestic Mountains**

ADVENTURE AWAITS...

**Explore Hidden Trails,
Historic Sites,
River Beaches and
Natural Wonders!**



**Follow the Clearwater,
Lochsa and Selway Rivers
to Fishing, Boating, Hunting,
Kayaking, Whitewater Rafting,
Skiing, Hiking, Golfing,
Native American Pow-Wows
and Local Festivals.**



Directions from Lewiston, Idaho

Take Highway 12 East toward Missoula, MT; 60 miles to Milepost 64. Driveway is 100 yards East of MP 64.

Reservations only

877-LODGE 4 U (877-563-4348)

www.hearthstonelodge.com

visit@hearthstonelodge.com