

RECEIVED
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IDWR/North

IDWR/North

additional points of diversion if any:

9. 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	
50N	4E	25								D									

Total number of acres to be irrigated: _____

10. 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? None

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

12. Describe your proposal in narrative form, and provide additional explanation for any of the items above. Attach additional pages if necessary. _____

13. **MAP OF PROPOSED PROJECT REQUIRED** - Attach an 8½"x11" 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.)

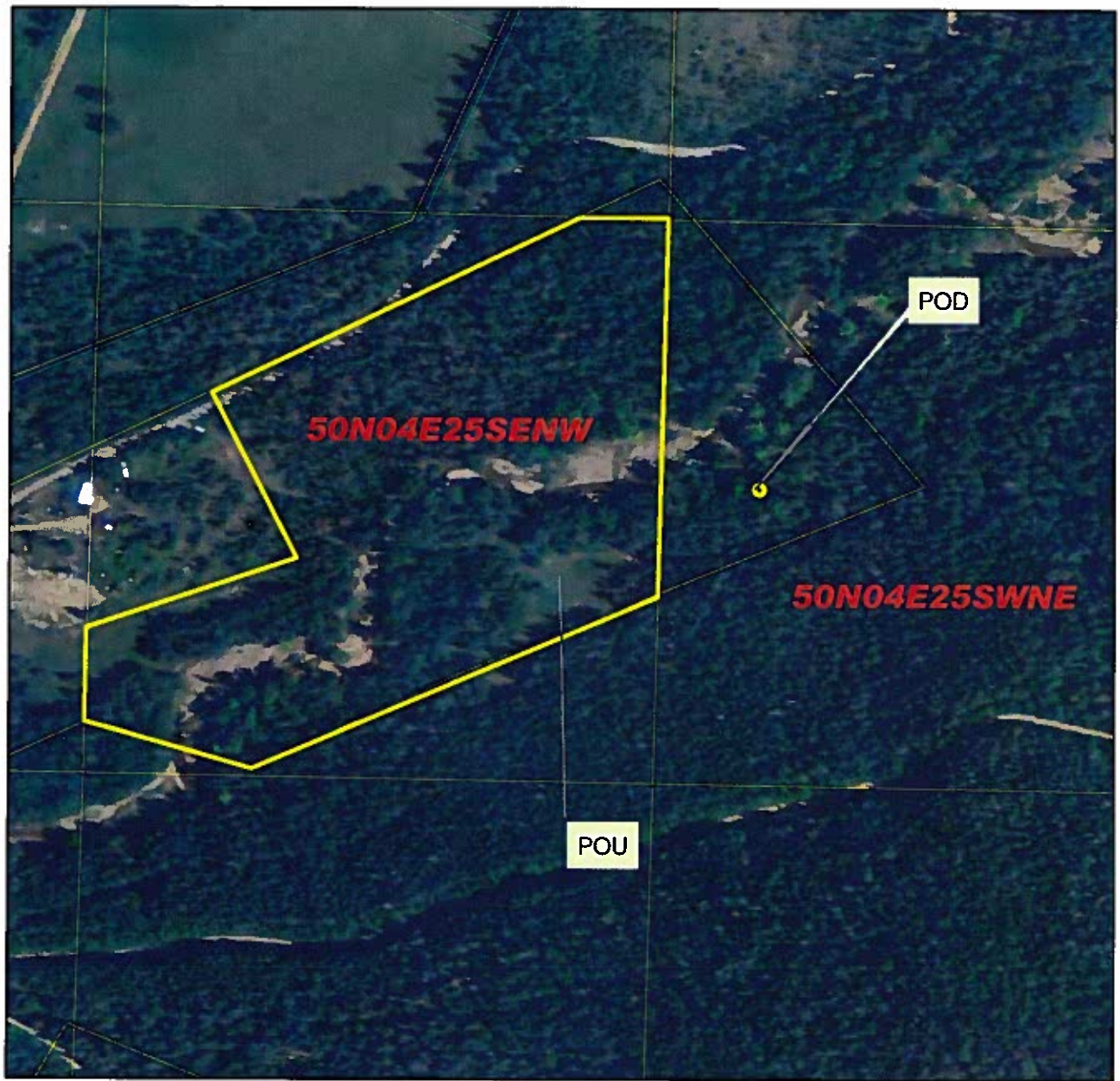
BE IT KNOWN that the undersigned hereby makes this application for permit to appropriate the public waters of the State of Idaho as herein set forth.

Pete Wechsler George Wechsler
 Signature of Applicant Print Name (and title, if applicable)

For Department Use:

Received by [Signature] Date 7/17/08 Time 8:20a Preliminary check by _____
 Fee \$ 100.00 Received by [Signature] Receipt No. No 19412 Date 7/17/08
 Publication prepared by _____ Date _____ Published in _____
 Publication approved _____ Date _____ Dates Published _____

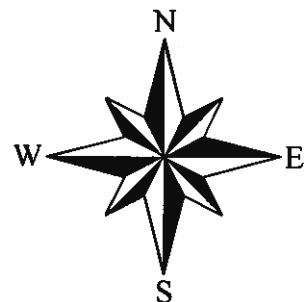
94-7446



0 155 310 620 930 1,240 Feet

Legend

- QQ
- Taxlots
- workingpod
- workingpou



Authorization ID: WAL37
Contact ID: WECHSLER,P.
Expiration Date: December 31, 2018
Use Code: 915, 753

FS-2700-4 (03/06)
OMB 0596-0082

U.S. DEPARTMENT OF AGRICULTURE
Forest Service
SPECIAL USE PERMIT
AUTHORITY:

FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

Peter Wechsler of 113 E 3rd Street, POST FALLS, ID 83854 (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 Idaho Panhandle National Forests.

This permit covers 1.06 acres, and/or 0 miles and is described as: S1/2NE1/4 (waterline) N1/2 (road), Sec. 25, T.50N., R.4E., B.M. as shown on the location map attached to and made a part of this permit, and is issued for the purpose of:

Transporting water to a private residence. Development consists of a 200 gallon storage tank and 450 feet of water transmission.

This permit is also for the purpose of a road access to private property.

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 and Public Access. Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

G. Forest Service Right of Entry and Inspection. The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

H. 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 ceases to be the owner of the improvements, this permit shall terminate.

I. 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 AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on December 31, 2018. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. Minimum Use or Occupancy of the Permit Area. Use or occupancy of the permit area shall be exercised at least 365 days each year, unless otherwise authorized in writing under additional terms of this permit.

C. Notification to Authorized Officer. If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than six (6) months prior to the expiration date of this permit.

D. Conditions for Issuance of a New Permit. At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

1. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.
2. The permit area is being used for the purposes previously authorized.
3. The permit area is being operated and maintained in accordance with the provisions of the permit.
4. 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 regulations.

E. 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. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

F. 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.

III. RESPONSIBILITIES OF THE HOLDER

A. Compliance with Laws, Regulations, and other Legal Requirements. The holder shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

B. Plans. 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 qualified individual acceptable to the authorized officer and shall be approved in writing prior to commencement of work. The holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

C. 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 other provisions of this authorization. If requested, the holder shall comply with inspection requirements deemed appropriate by the authorized officer.

D. Hazard Analysis. The holder has a continuing responsibility to identify all hazardous conditions on the permit area which would affect the improvements, resources, or pose a risk of injury to individuals. Any non-emergency actions to abate such hazards shall be performed after consultation with the authorized officer. In emergency situations, the holder shall notify the authorized officer of its actions as soon as possible, but not more than 48 hours, after such actions have been taken.

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

F. Change in Ownership. This permit is not assignable and terminates upon change of ownership of the improvements or control of the business entity. The holder shall immediately notify the authorized officer when a change in ownership or control of business entity is pending. Notification by the present holder and potential owner shall be executed using Form SF-299 Application for Transportation and Utility Systems and Facilities of Federal Lands, or Form FS-2700-3a, Holder Initiated Revocation of Existing Authorization, Request for a Special Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the party who acquires ownership of, or a controlling interest in, the improvements or business entity.

IV. LIABILITY

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

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification 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; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

D. In the event of any breach of the conditions of this authorization by the holder, the authorized officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally 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 above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service 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. Prior to abandonment of the improvements or within a reasonable time following revocation or termination of this authorization, the holder shall prepare, for approval by the authorized officer, an abandonment plan for the permit area. The abandonment plan shall address removal of improvements and restoration of the permit area and prescribed time frames for these actions. If the holder fails to remove the improvements or restore the site within the prescribed time period, they 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 holder 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 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 \$124.00 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 indexing factor to reflect more nearly the fair market value of the use. 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 principles.

C. Payment Due Date. The payment due date shall be the close of business on January 1 of each calendar year payment is due. Payments in the form of a check, draft, or money order are payable to USDA, Forest Service. 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, Administrative Costs and Penalties Pursuant to 31 U.S.C. 3717, et seq., interest shall be charged on any fee amount not paid within 30 days from the date the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated 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.

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 the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to its original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, *et seq.*

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. 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.

D. Noxious Weed/Exotic Plant Prevention and Control (R1-D4). The holder shall be responsible for the prevention and control of noxious weeds and/or exotic plants of concern on the area authorized by this authorization and shall provide prevention and control measures prescribed by the Forest Service. Noxious weeds/exotic plants of concern are defined as those species recognized by (county weed authority/national forest) in which the authorized use is located.

The holder shall also be responsible for prevention and control of noxious weed/exotic plant infestations which are not within the authorized area, but which are determined by the Forest Service to have originated with the authorized area.

When determined to be necessary by the authorized officer, the holder shall develop a site-specific plan for noxious weed/exotic plant prevention and control. Such plan shall be subject to Forest Service approval. Upon Forest service approval, the noxious weed/exotic plant prevention and control plan shall become a part of this authorization, and its provisions shall be enforceable under the terms of this authorization.

E. Forest Service Representative (R1-X16). The District Ranger, Coeur d'Alene River Ranger District, Telephone No. 208-664-2318 is responsible for administering this special-use authorization. The holder should contact the District Ranger regarding any questions concerning the occupancy and use authorized and the provisions of this authorization.

F. Information From Holders (R1-X17). As a condition of this authorization, the holder is responsible for providing the authorized officer with any information in possession necessary for determining annual rental fees, ownership, or other matters concerning the administration of the authorized use by the Forest Service.

Regarding the submission of such information, the holder understands that it is a crime for any person to knowingly and willfully make false, fictitious, or fraudulent statements to matters under the jurisdiction of the United States Government (Title 18, U.S.C. Section 1001).

G. Improvement Relocation (X33). This authorization 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.

H. Water Rights (X74). This authorization does not convey any legal interest in water rights as defined by applicable State law.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

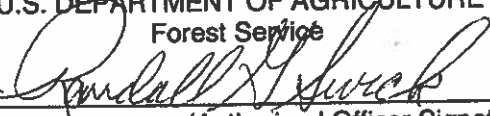
The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

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

HOLDER NAME: Peter Wechsler

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

By: 
(Holder Signature)

By: 
(Authorized Officer Signature)

By: _____
(Holder Signature)

Title: RANDALL G. SWICK District Ranger
(Name and Title)

Date: June 11, 2008

Date: JUNE 12, 2008

Special Use Perm. Peter Wechsler

Exhibit A
Idaho Panhandle National
Forests - Coeur d'Alene
Access Road and Water
Transmission Line
Section 25 T50N R4E B.M.
Shoshone Co, Idaho

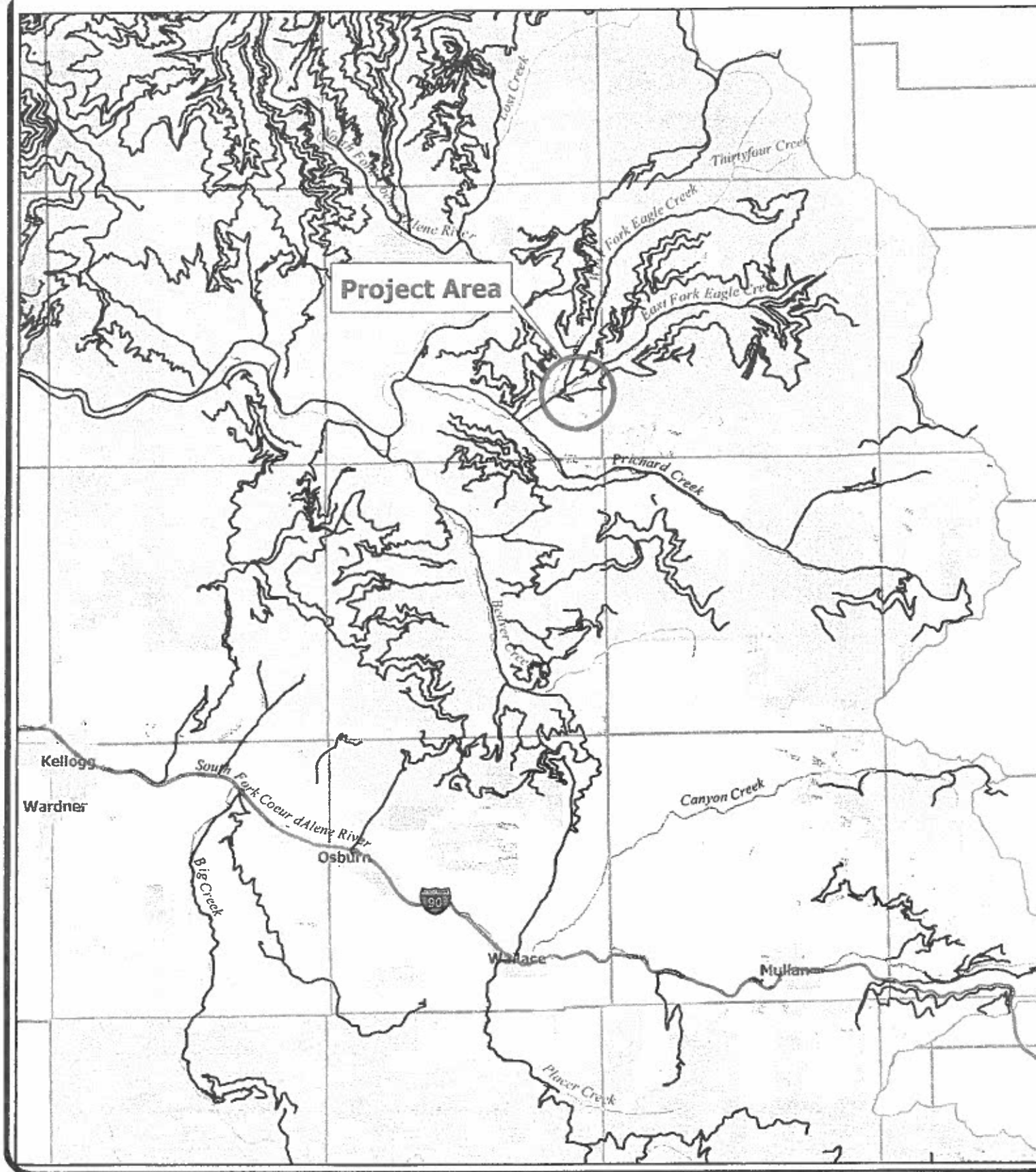
Legend

Water Transmission Line
Access Road



0 0.25 0.5 0.75 1 Miles

Community map
Special Use Permit
Peter Wechsler



RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
415 Seventh Street, Suite 1
Wallace, ID 83873

439286

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: **219388-WA (JS)**

Date: **July 17, 2007**

For Value Received, **David F. Zabel, Trustee of the David and Eloise Zabel Living Trust, dated September 7, 1993**, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto **James C. George and Valerie J. George, husband and wife AND Peter B. Wechsler and Lois J. Wechsler, husband and wife**, hereinafter called the Grantee, whose current address is 113 E. 3rd, POSTFALLS, ID 83854, the following described premises, situated in **Shoshone County, Idaho**, to-wit:

Legal Description attached hereto as Exhibit A, and by this referenced incorporated herein.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Date: 07/17/2007

Warranty Deed
- continued

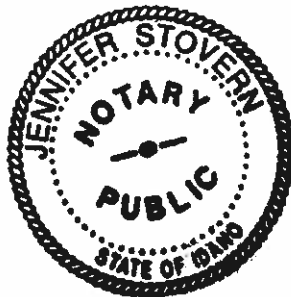
File No.: 219388-WA (JS)

David and Eloise Zabel Living Trust, dated September 7, 1993

David F. Zabel, Trustee

STATE OF Idaho)
)
) ss.
COUNTY OF Shoshone)

On this 25 day of July, 2007, before me, a Notary Public in and for said State, personally appeared **David F. Zabel**, known or identified to me to be the person(s) whose name(s) is subscribed to the within instrument as Trustee of the **David and Eloise Zabel Living Trust, dated September 7, 1993** Trust, and acknowledged to me that he executed the same as such Trustee.



~~Notary Public of Idaho~~

Residing at: Kelllogg

Commission Expires: May 23, 2011

439286

EXHIBIT A

A portion of H.E.S. No. 554 which lies in Section 25, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho described as follows:

Beginning at Corner No. 1, from which the Quarter Corner to Sections 25 and 26 in Township 50 North and Range 4 East, B.M., bears S 68°57' W 16.96 chains distant; thence

N 1°31' W 3.38 chains to Corner No. 2; thence

N 45°17' W 60 links to Corner No. 3; thence

N 63°40' E 27.18 chains to Corner No. 4; thence

S 42°26' E 14.18 chains to Corner No. 5; thence

S 66°55' W 17.57 chains to Corner No. 6; thence

S 63°53' W 7.99 chains to Corner No. 7; thence

N 74°4' W 5.90 chains to Corner No. 8; thence

S 64°4' W 3.97 chains to Corner No. 9; thence

N 9°17' W 5.20 chains to Corner No. 1, the place of beginning.

EXCEPTING therefrom:

A portion of H.E.S. No. 554 which lies in Section 25, Township 50 North, Range 4 East, B.M., Shoshone County, State of Idaho described as follows:

Beginning at Corner No. 1 of Homestead Entry Survey No. 554 from whence the ¼ corner common to Sections 25 and 26, Township 50 North, Range 4 East, B.M., bears South 68°57' West, a distance of 1119.36 feet; running thence

N 1°31' W a distance of 223.08 feet to Corner No. 2; thence

N 45°17' W a distance of 39.60 feet to Corner No. 3; thence

S 63°40' E on and along line 3-4 of said H.E.S. No. 554, a distance of 685.92 feet; thence

S 26°20' E a distance of 300 feet; thence

N 63°40' W a distance of 785.11 feet to a point on line 9-1 of said Survey; thence

N 9°17' W on and along said line 9-1 of said Survey, a distance of 62.84 feet to Corner No. 1 and the place of beginning.

439286

Instrument # 439286

WALLACE, SHOSHONE COUNTY, IDAHO

2007-07-26 04:04:00 No. of Pages: 3

Recorded for : FIRST AMERICAN TITLE CO.

PEGGY DELANGE-WHITE Fee: 9.00

Ex-Officio Recorder Deputy *[Signature]*

Index to: WARRANTY DEED

2007 JUL 26 PM 4 04



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 7600 N. Mineral Drive, Suite 100 • Coeur d'Alene, Idaho 83815
Phone: (208) 762-2800 • Fax: (208) 762-2819 • Web Site: www.idwr.idaho.gov

C. L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR.
Director

August 13, 2008

PETE WECHSLER, LOIS WECHSLER
JAMES GEORGE, VALERIE GEORGE
113 C 3RD
POST FALLS ID 83854

RE: Application for Permit No 94-7445 and 94-7446

Dear Applicant(s):

The Department of Water Resources acknowledges receipt of your water right application. Please refer to the above referenced number in all future correspondence regarding this application.

A legal notice of the application has been prepared and is scheduled for publication in the Shoshone County News Press on August 21 and 28, 2008. Submittal of protests to this application will be allowed for a period ending ten days after the second publication.

If the application is protested you will be sent a copy of the protest(s). All protests must be resolved before the application can be considered for approval. If the protest(s) cannot be resolved voluntarily, the Department will conduct a conference and/or hearing on the matter.

If the application is not protested, it will be forwarded to our State Office in Boise for final processing. The State Office will notify you of any action taken on the application and will send you a copy of the permit if approved. A typical processing time for an unprotested application is about eight to twelve weeks.

Please feel free to contact this office if you have any questions.

Sincerely,

Keith E. Franklin
Senior Water Resource Agent



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 7600 Mineral Drive, Suite 100, Coeur d'Alene, Idaho 83815

Phone: (208) 762-2800 FAX: (208) 762-2819 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR
Director

August 13, 2008

MARY TERRA-BERNS
IDAHO DEPARTMENT OF FISH AND GAME
2885 W KATHLEEN AVE.
COEUR D'ALENE, ID 83815

Re: Water Permit Application No. 94-7445 AND 94-7446

The Department of Water Resources is seeking written comment and/or recommendations from your agency regarding the above referenced water right application. A copy of each of the applications follows for your reference.

We are sending this to you for your comments, and would appreciate receiving your comments by no later than **September 8, 2008**. If we do not hear from you by that date, we will assume that no comment from you means you have no objection to, concerns about, or conditions pertaining to the issuance of this permit.

If your agency desires to formally protest the approval of this application, you may do so *after the notice is published* by filing a written protest along with a \$25.00 filing fee within 10 days after final publication, and by sending a copy of your protest to the applicant. This is scheduled for publication on August 21 and 28, 2008.

You may send comments by regular mail to the address above, by **FAX to 762-2819**, or by e-mail to Keith.Franklin@idwr.idaho.gov.

We request that you send a copy of your comments regarding, and/or notice that you intend to protest this application to the applicant as well as to our office.

Please contact this office if you have any questions regarding the application.

Sincerely,

Dianne

Dianne Ball
Administrative Assistant

Ball, Dianne

From: Ball, Dianne
Sent: Wednesday, August 13, 2008 4:25 PM
To: mterrabe@idfg.idaho.gov
Subject: Letter requesting comments - 2 additional WR application
Attachments: 94-7445.pdf; 94-7446.pdf

Good afternoon

Two more for which we need your comments by September 8, 2008. Attachments include our request letter.

Thanks, Mary, and have a great evening. (It's almost that time)

Dianne Ball

Administrative Assistant

Idaho Department of Water Resources

7600 N Mineral Dr., Ste. 100

Coeur d'Alene, ID 83815

208-762-2800 Fax 208-762-2819

8/13/2008



State of Idaho

DEPARTMENT OF WATER RESOURCES

Northern Region, 7600 Mineral Drive, Suite 100, Coeur d'Alene, Idaho 83815

Phone: (208) 762-2800 FAX: (208) 762-2819 www.idwr.idaho.gov

C.L. "BUTCH" OTTER
Governor

DAVID R. TUTHILL, JR
Director

Please Fax or e-mail proof/preview copy to me before this goes to press.

Fax (208) 762-2819 ~ e-mail dianne.ball@idwr.idaho.gov

Thanks, Dianne

August 13, 2008

TINA CHRISTMANN
LEGAL NOTICE DEPARTMENT
SHOSHONE COUNTY NEWS PRESS
PO BOX 149
KELLOGG ID 83837-0149

RE: Application for Permit No. 94-7445

Dear Tina:

Enclosed you will find a legal notice which we wish to have published in your newspaper on the dates indicated, August 21 and 28, 2008, (once a week for two consecutive weekly issues). If you cannot publish the notice on the proposed dates, please contact us immediately.

An affidavit of publication must be submitted to the Department along with the publication bill. Please send the affidavit and bill to this office before 09/08/2008. Your cooperation is GREATLY appreciated.

It's a pleasure to work with you.

Sincerely

Dianne

Dianne Ball
Administrative Assistant

Ball, Dianne

From: Ball, Dianne
Sent: Wednesday, August 13, 2008 4:31 PM
To: Legal Notices-Shoshone Co NP1 Tina Christmann; snpbilling@cdapress.com
Subject: Legal notice for publication August 21 and 28, 2008
Attachments: CoverLetter 08-13-08 NP e-mail 95-7445,46.doc; LegalNotice 08-13-08 NP e-mail 95-7445,46.doc

Good afternoon, Tina,

Attached is our cover letter requesting publication on August 21 and 28, 2008 of a legal notice. The legal notice is also attached.

Please send a proof/preview copy for my review before this goes to press.

Thanks for your super help – it's a pleasure to be working with you.

Dianne Ball

Administrative Assistant
Idaho Department of Water Resources
7600 N Mineral Dr., Ste. 100
Coeur d'Alene, ID 83815
208-762-2800 Fax 208-762-2819

8/13/2008

The following application(s) have been filed to appropriate the public waters of the State of Idaho:

94-7445

PETE WECHSLER
LOIS WECHSLER
JAMES GEORGE
VALERIE GEORGE

113 C 3RD

POST FALLS ID 83854

Points of Diversion(2) SENW S25 T50N R04E SHOSHONE CO

Source E FORK EAGLE CREEK tributary to EAGLE CREEK

Tributary To EAGLE CREEK

Use: IRRIGATION 04/01 To 10/31 0.12 CFS

Use: DOMESTIC 01/01 To 12/31 0.04 CFS

Total Diversion: 0.16 CFS

Date Filed: 07/16/2008

Place Of Use: DOMESTIC T50N R01E S25 SENW

Place Of Use: IRRIGATION same as DOMESTIC

Number of Acres 4

Remark: Domestic use is for 2 homes

94-7446

PETE WECHSLER
LOIS WECHSLER
JAMES GEORGE
VALERIE GEORGE

113 C 3RD

POST FALLS ID 83854

Point of Diversion NWSWNE S25 T50N R04E SHOSHONE CO

Source SPRING tributary to SINKS

Use: DOMESTIC 01/01 To 12/31 0.04 CFS

Total Diversion: 0.04 CFS

Date Filed: 07/16/2008

Place Of Use: DOMESTIC T50N R04E S25 SENW

Remark: Domestic use is for 1 home.

Permits will be subject to all prior water rights. Protests may be submitted based on the criteria of Sec 42-203A, Idaho Code.

Any protest against the approval of this application must be filed with the Director, Dept. of Water Resource, Northern Region, 7600 Mineral Drive, Suite 100, Coeur D' Alene ID 83815 together with a protest fee of \$25.00 for each application on or before 09/08/2008. The protestant must also send a copy of the protest to the applicant.

DAVID R. TUTHILL, JR., Director

Published August 21 and 28, 2008