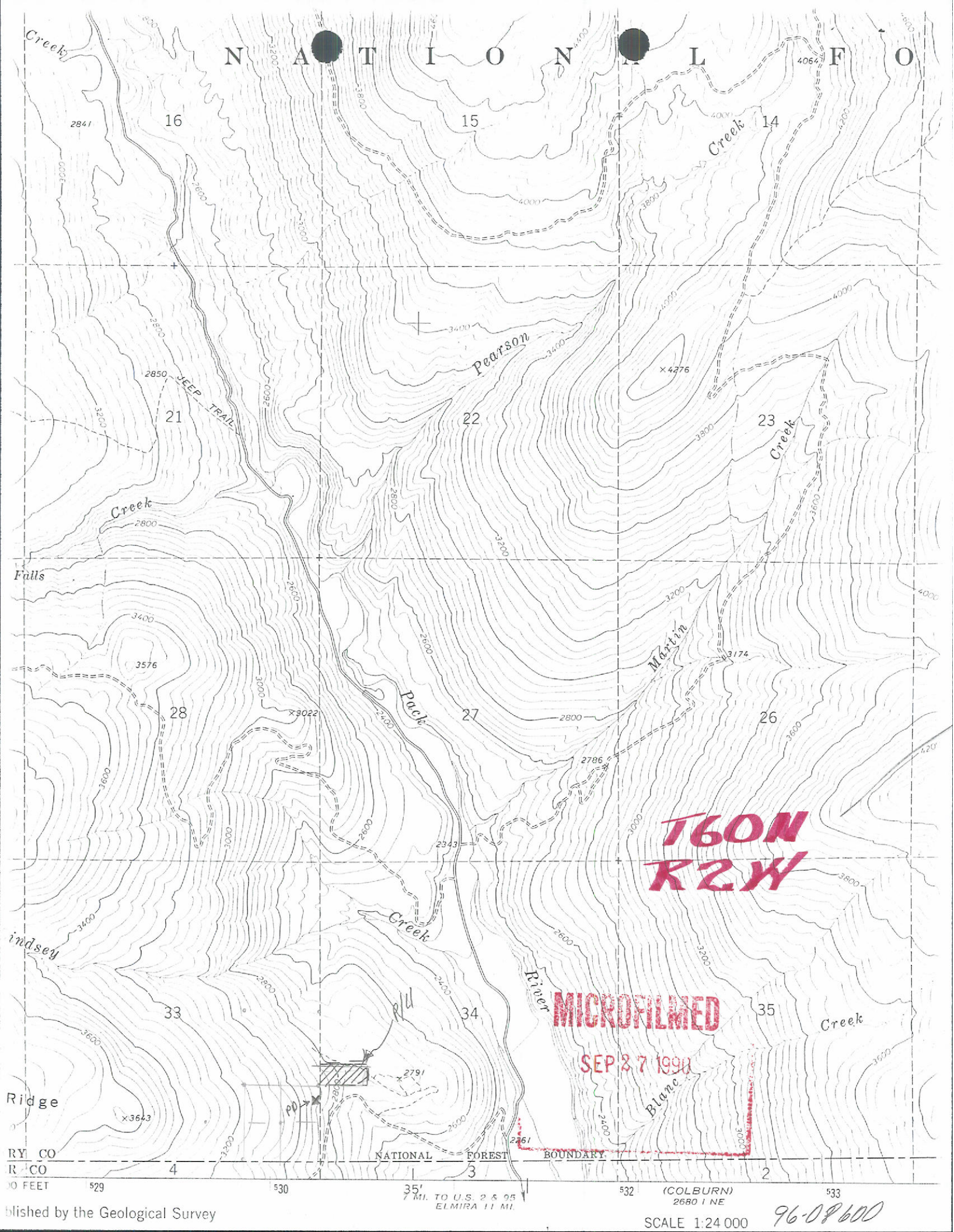




N A T I O N A L F O

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**T60N  
R2W**

**MICROFILMED**

**SEP 27 1990**

NATIONAL FOREST BOUNDARY

Water Transmission Pipeline

Kenneth J. + Virginia B. Wright

2720 Special Uses

Forest Service

Private

T60N, R2W

NATIONAL FOREST BOUNDARY

Permit Area

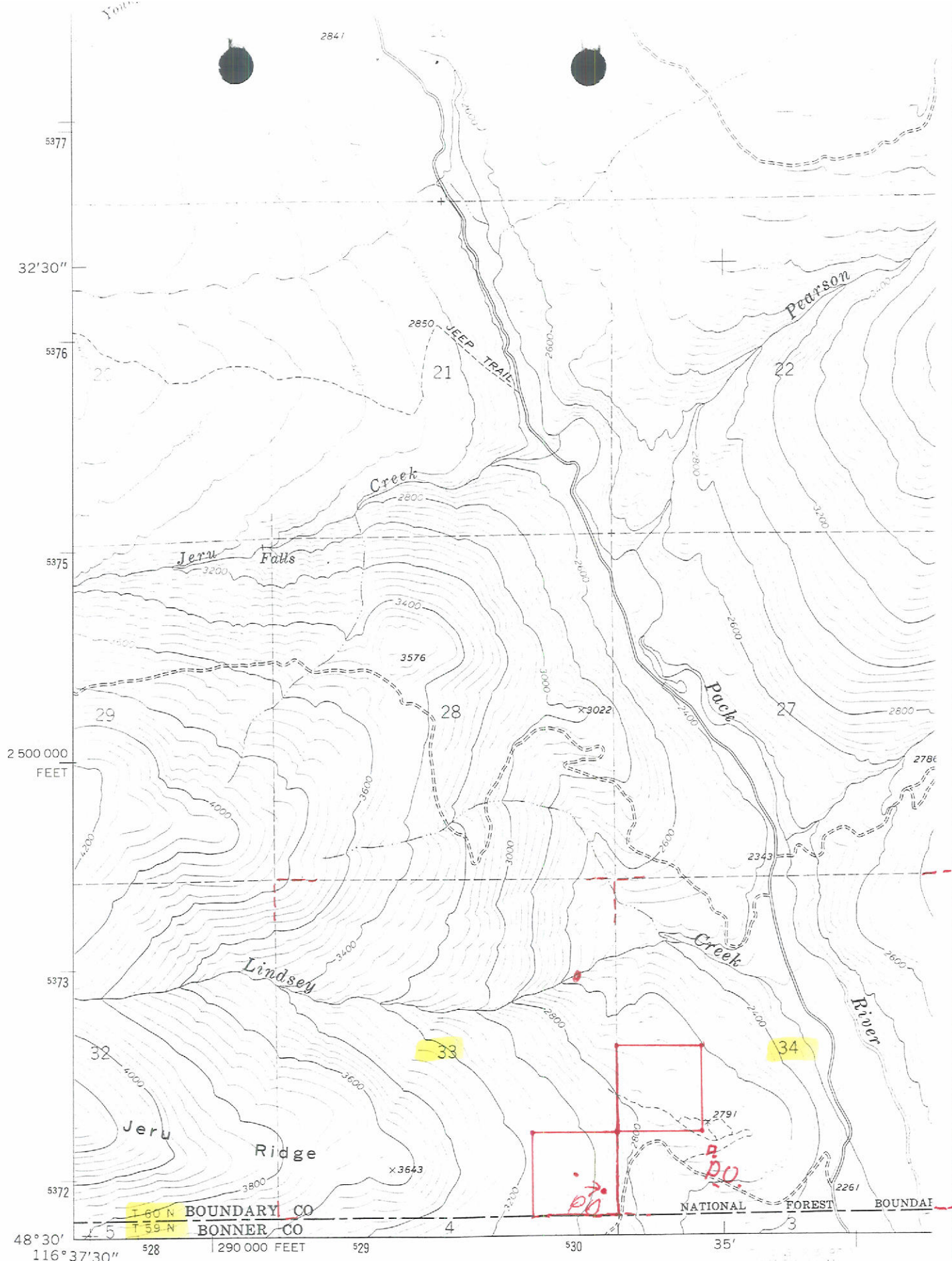
T59N, R2W

E $\frac{1}{2}$  E $\frac{1}{2}$  SE $\frac{1}{4}$ , Sec 33, T60N, R2W

Scale: 4" = 1 mile

RW  
4/26/90

96-08600



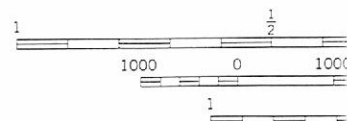
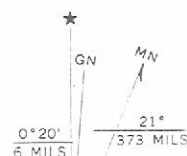
Mapped, edited, and published by the Geological Survey

Control by USGS and USC&GS

Topography by photogrammetric methods from aerial photographs taken 1967. Field checked 1967

Polyconic projection. 1927 North American datum  
10,000-foot grid based on Idaho coordinate system,  
west zone

(MOUNT CASEY)  
2680 1 NW



NATIO



← PD

← P.V.



96-08600



← PD

← P.V.



96-08600

← PD

← P.U.



96-08600

RECEIVED  
JUL 16 1993  
Department of Water Resources

RECEIVED  
JUL 09 1993  
NORTHERN REGION  
IDWR

OFFICE USE ONLY  
Amt. of Fee \$ 70.00  
Date 7/14/93  
Receipt No. N6743  
Receipt by [Signature]

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

## PROOF OF BENEFICIAL USE

The Idaho Department of Water Resources considers this form a statement that the permit holder(s) has/have completed all development that will occur under this permit and that water has been applied according to the provisions of the permit for the beneficial use(s) described below. This form must be accompanied by a license examination fee, when necessary, or a completed field examination report prepared by a certified water right examiner who has been appointed by the department.

1. Permit No. 96-08600 Telephone No. 208-263-9302  
2. Name(s) of Permit Holder(s): Ruth L. Brown  
3. Mailing Address: Box 222 - Sandpoint Id 83864  
4. Source of Water: Sinks - Spring

If GROUNDWATER, Well Driller's Name: \_\_\_\_\_ Date Drilled: \_\_\_\_\_

OPTIONAL:

Pump horsepower: \_\_\_\_\_ Pressure (psi): \_\_\_\_\_ Dynamic pumping level (ft.): \_\_\_\_\_

5. Extent of Use (as authorized by the permit):

Domestic 1 ✓ (No. of households) Stockwater \_\_\_\_\_ (No. and type of stock)

Irrigation 1 (No. of acres) Other \_\_\_\_\_

6. Total rate and/or volume for which proof is submitted less than .02 cfs OR \_\_\_\_\_ acre/feet

7. Refer to the approval conditions on your permit and respond accordingly:

Measuring device: Required? \_\_\_\_\_ Yes \_\_\_\_\_ No Installed? \_\_\_\_\_ Yes \_\_\_\_\_ No

OR

Flow Measurement Port: Required? \_\_\_\_\_ Yes \_\_\_\_\_ No Installed? \_\_\_\_\_ Yes \_\_\_\_\_ No

8. Fee Enclosed: \$ 50.00 (See License Fee Schedule on back of Instruction Sheet)

9. Person to contact to accompany the Department representative during field examination of the water system.

J Brown 208-263-9302  
Name Telephone No.

4000 Pack River Rd Sandpoint Id  
Address

10. The above information is my true statement of the extent to which the above numbered permit has been developed and I relinquish any undeveloped portion of the permit to the state of Idaho.

July 1 - 93  
Date

Ruth L Brown  
Signature (and title, if on behalf of a company or organization)

SEP 01 1993

# STATE OF IDAHO

## DEPARTMENT OF WATER RESOURCES

### LICENSE EXAMINATION FEE SCHEDULE

(C.F.S. = cubic feet per second    AF = acre feet)

| cfs           | af          | Fee    |
|---------------|-------------|--------|
| 0 - 0.20      | 0 - 20      | 50.00* |
| .21 - 1.00    | 21 - 100    | 100.00 |
| 1.01 - 2.00   | 101 - 200   | 125.00 |
| 2.01 - 3.00   | 201 - 300   | 150.00 |
| 3.01 - 4.00   | 301 - 400   | 175.00 |
| 4.01 - 5.00   | 401 - 500   | 200.00 |
| 5.01 - 6.00   | 501 - 600   | 225.00 |
| 6.01 - 7.00   | 601 - 700   | 250.00 |
| 7.01 - 8.00   | 701 - 800   | 275.00 |
| 8.01 - 9.00   | 801 - 900   | 300.00 |
| 9.01 - 10.00  | 901 - 1000  | 325.00 |
| 10.01 - 11.00 | 1001 - 1100 | 350.00 |
| 11.01 - 12.00 | 1101 - 1200 | 375.00 |
| 12.01 - 13.00 | 1201 - 1300 | 400.00 |
| 13.01 - 14.00 | 1301 - 1400 | 425.00 |
| 14.01 - 15.00 | 1401 - 1500 | 450.00 |
| 15.01 - 16.00 | 1501 - 1600 | 475.00 |
| 16.01 - 17.00 | 1601 - 1700 | 500.00 |
| 17.01 - 18.00 | 1701 - 1800 | 525.00 |
| 18.01 - 19.00 | 1801 - 1900 | 550.00 |
| 19.01 - 20.00 | 1901 - 2000 | 575.00 |
| 19.01 - 20.00 | 1901 - 2000 | 575.00 |
| 20.01 - over  | 2001 - over | 600.00 |

Checks should be made payable to the  
Department of Water Resources

\*A license examination fee is not required in connection with permits which use a ground water source **AND** have a total rate of diversion of 0.04 cfs or less. A fee also is not required in connection with permits to store water where the total volume stored is 4.0 AF per annum or less.

State of Idaho  
Department of Water Resources

# Permit To Appropriate Water

NO. 96-08600

Proposed Priority: May 23, 1990

Maximum Diversion Rate:

0.14 CFS

This is to certify, that RUTH L. BROWN

P.O. BOX 222

SANDPOINT, ID 83864

has applied for a permit to appropriate water from:

SPRING

tributary of SINKS

and a permit is **APPROVED** for development of water as follows:

| <u>BENEFICIAL USE</u> | <u>PERIOD OF USE</u> | <u>RATE OF DIVERSION</u> |
|-----------------------|----------------------|--------------------------|
| IRRIGATION            | 03/15 to 11/15       | 0.10 CFS                 |
| DOMESTIC              | 01/01 to 12/31       | 0.04 CFS                 |
|                       | Totals               | 0.14 CFS                 |

LOCATION OF POINT(S) OF DIVERSION:

NESESE

Sec. 33, Township 60N, Range 02W  
BOUNDARY County

PLACE OF USE: IRRIGATION

| <u>TWN RGE SEC</u> | <u>ACRES</u> | <u>ACRES</u> | <u>ACRES</u> | <u>TOTAL</u> |
|--------------------|--------------|--------------|--------------|--------------|
| 60N 02W 34         | NWSW 5       |              |              | 5            |

Total number of acres irrigated: 5

PLACE OF USE: DOMESTIC, same as IRRIGATION use

CONDITIONS/REMARKS:

1. Proof of construction of works and application of water to beneficial use shall be submitted on or before **August 1, 1993**.
2. Subject to all prior water rights.
3. Permit holder shall commence the excavation or construction of diverting works within one year of the date this permit is issued and shall proceed diligently until the project is complete.
4. The issuance of this permit in no way grants any right-of-way or easement across the land of another.
5. The rate of diversion of water for irrigation under this permit and all other water rights on the same land shall not exceed 0.02 cubic feet per second for each acre of land.
6. Domestic use is for one home.

**MICROFILMED**

SEP 4 1990

State of Idaho  
Department of Water Resources

# Permit To Appropriate Water

NO. 96-08600

This permit is issued pursuant to the provisions of Section 42-204, Idaho Code.  
Witness the seal and signature of the Director, affixed at Boise, this

31<sup>st</sup> day of July, 1990.

*[Signature]*  
for R. Keith Higginson, Director

**MICROFILMED**

SEP 27 1990

Ident. No. 96-08600

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR PERMIT

To appropriate the public waters of the State of Idaho

1. Name: RUTH L. BROWN  
Address: BOX 222  
SANDPOINT, ID 83864

208-263-6044

2. Source: SPRING

Trib. to: SINKS

3. Location of Point of Diversion:

NESESE Sec. 33, Township 60N, Range 02W  
BOUNDARY County

4. Water will be used for the following purposes:

| Purpose    | From  | To    | CFS   | (or) | AF |
|------------|-------|-------|-------|------|----|
| IRRIGATION | 03/15 | 11/15 | 0.100 |      |    |
| DOMESTIC   | 01/01 | 12/31 | 0.040 |      |    |

5. Total quantity to be appropriated is:

0.140 CFS (and/or) AF

6. Proposed diverting works:

a. Description of ditches, flumes, pumps, headgates, etc.

GRAVITY FLOW 1 1/2 INCH PIPELINE TO HOME AND IRR. SYSTEM

b. Height of storage dam feet; active reservoir capacity  
acre-feet; total reservoir capacity acre-feet; period of  
year when water will be diverted to storage: to inclusive.

c. Proposed well diameter is inches; proposed depth of well is  
feet.

d. Is groundwater with a temperature greater than 90F being sought? NO

7. Time required for the completion of the works and application of  
the water to the proposed beneficial use is 5 years.

8. Description of proposed uses:

D/ONE HOME

9. Place of Use: IRRIGATION

TWN RGE SEC  
60N 02W 34

ACRES  
NWSW 5

ACRES

ACRES

TOTAL  
5

MICROFILMED

SEP 27 1990

Place of Use: DOMESTIC

TWN RGE SEC  
60N 02W 34

Total number of acres irrigated: 5

10. Describe any other water rights used for the same purposes.  
NONE

11. a. Who owns the property at the point of diversion?

USFS

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.  
APPLICANT HAS SPECIAL USE PERMIT

12. Remarks:

THIS FILING IS TO REPLACE 96-08467, WHICH HAS LAPSED.

13. Map of proposed point of diversion and place of use attached? ☒

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

X Ruth L. Brown  
Applicant

Received by TDK Date 5/23/90 Time 12:00 PM Preliminary check by R G H

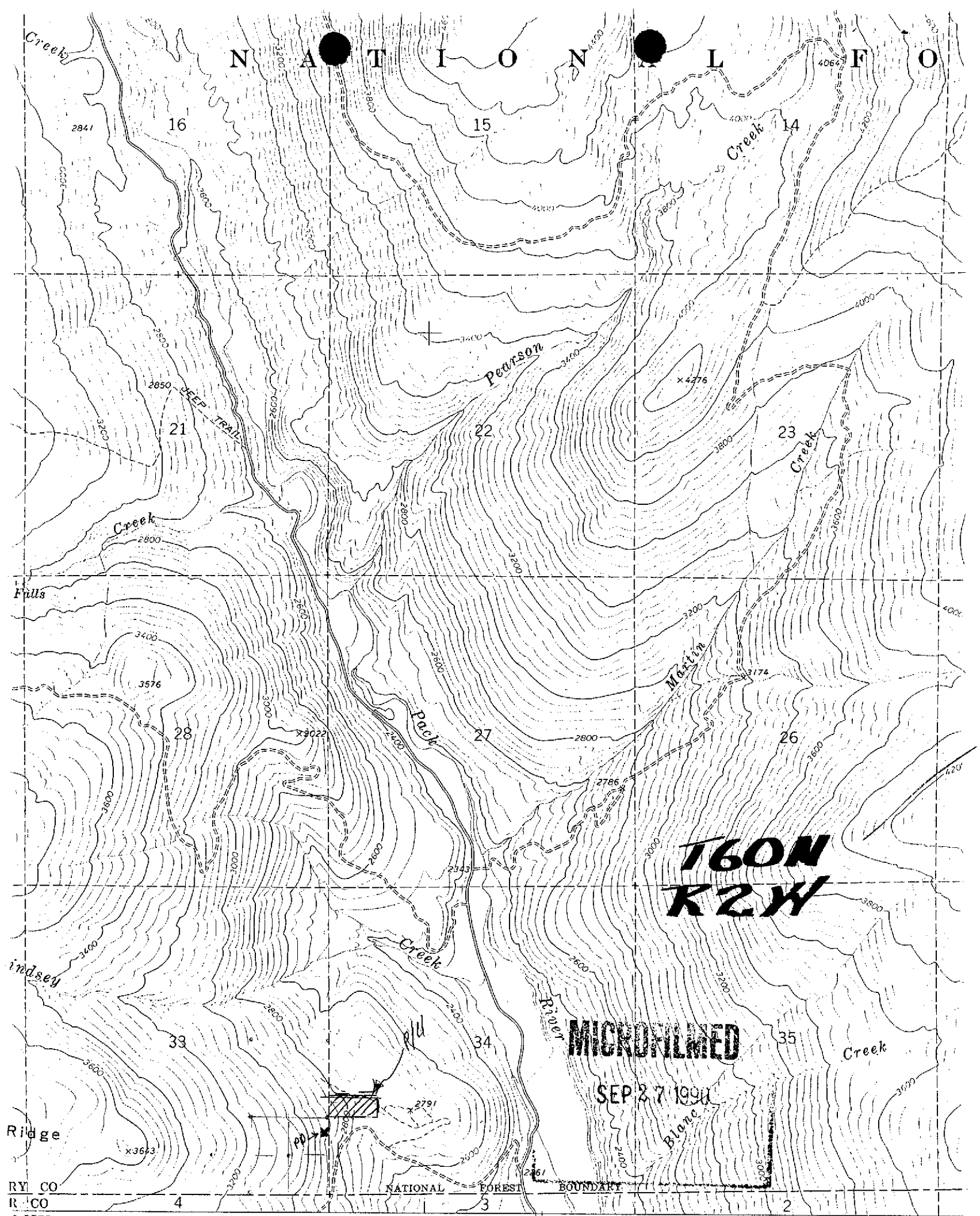
Fee \$ 30.00 Receipted by TDK # N003776 Date 5/23/90

Publication prepared by pm Date 5/30/90 Published in 6/6+13/90

Publication approved pm Date 6/21/90

**MICROFILMED**

SEP 27 1990



N A T I O N A L F O

**T60N  
R2W**

**MICROFILMED**

SEP 27 1991

AFFIDAVIT OF PUBLICATION

State of Idaho

ss.

County of Boundary,

Carol Arthur being first duly sworn on oath  
deposes and says that he/she is Manager  
of the Bonners Ferry Herald, a newspaper printed and  
published at Bonners Ferry, Boundary County, Idaho; that  
the said newspaper has been continuously and  
uninterruptedly published in said Boundary County during  
a period of 12 months prior to the first publication of the  
hereto attached notice of publication in the case of:

Water Right 96-07669 98-08600  
#1587

as it was published in the regular and entire issue of the  
said paper for a period of 2 consecutive weeks,  
commencing on 6 day of June, 19 90  
and ending on the 13 day of June, 19 90  
and that said notice was published in said newspaper. Carol A. Arthur

On this 13 day of June in the year  
of 1990, before me, a Notary Public, personally  
appeared Carol Arthur,  
known or identified to me to be the person whose name  
subscribed to the within instrument, and being by me first  
duly sworn, declared that the statements therein are true,  
and acknowledged to me that he executed the same.

Anna Thomas  
Notary Public for Idaho

Residing at Bonners Ferry

My commission expires: 12-1-1994

NOTICE OF APPLICATION FOR  
WATER RIGHT

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

96-08600

Brown, Ruth L.

Box 222

Sandpoint, Idaho 83864

Source: Spring Tributary: Sinks

Diversion Pt.: NESESE Sec 33 T 60N

R 02W

Use: Irrigation (.100 CFS)

Domestic (.040 CFS)

Total Diversion: (.140 CFS)

Date Filed: 5-23-1990

In: T60N R02W S34 NWSW

5.0 ACRES TOTAL

98-07669

Nabb, Jo Ann

Nabb, Randy

HCR 61 Box 206

Bonners Ferry, Idaho 83805

Source: Meadow Creek Tributary:

Moyie River

Diversion Pt.: SENWNE Sec 14 T

63N R 02E

Use: Domestic (.040 CFS)

Total Diversion: (.040 CFS)

Date Filed: 5-21-1990

In: T63N R02E S14 SENE

For additional information con-  
cerning the property location, call  
the Northern Regional Office at 765-  
4639.

The permit(s) will be subject to all  
prior water rights. Protests must be  
filed with the Director, Dept. of  
Water Resources, Northern Region,  
1910 Northwest Blvd., Suite 210,  
Coeur d'Alene, Idaho, 83814, on or  
before June 25, 1990.

R. Keith Higginson, Director

1587, June 6 and 13, 1990

MICROFILMED

SEP 27 1990

RECEIVED

JUN 15 1990

NORTHERN REGION  
IDWR

## MEMORANDUM

**DATE:** October 17, 1996

**TO:** File 96-08600

**FROM:** Shelley W. Keen *SWK*

**RE:** More information needed

---

Today Al Beardslee in Northern Region offered to make another field inspection of 96-08600 in order to resolve the discrepancies outlined in my 8/30/96 letter to Scott Farrens. This file should be placed on the vault shelf and held until additional information is received.



# State of Idaho

## DEPARTMENT OF WATER RESOURCES

1301 North Orchard Street, Statehouse Mail, Boise, Idaho 83720-9000

Phone: (208) 327-7900 FAX: (208) 327-7866

PHILIP E. BATT  
GOVERNOR

KARL J. DREHER  
DIRECTOR

August 30, 1996

SCOTT FARRENS  
BOUNDARY COUNTY APPRAISER  
PO BOX 57  
BONNERS FERRY ID 83805

RE: Water Right No. 96-08600

Dear Scott:

Thank you for taking my call this morning. As we discussed, I am trying to clear up some discrepancies in a field report submitted by one of our field examiners. He was sent to verify the development under Permit 96-08600, which was issued in 1990 to Ruth L. Brown for the development of a domestic and irrigation water right in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 34, Township 60 North, Range 2 West.

His report indicates that he conducted his exam, accompanied by Jim Brown, on August 16, 1994. He reported that the place of use for the right is actually in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 33, Township 60 North, Range 2 West. However, his map contradicts his recommendation. He located the house in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 34, Township 60 North, Range 2 West.

Since that time, Kenneth Wright has contacted IDWR and represented that he is the new owner of the property where the right was developed. However, as you confirmed, his property is in the NW $\frac{1}{4}$ SW $\frac{1}{4}$ , Section 34, Township 60 North, Range 2 West. Moreover, your records do not show that a home is located on Mr. Wright's property. This is all the more confusing because our examiner submitted a photograph of a home (or cabin).

I really appreciate your offer to assist in this matter. As you requested, I have enclosed copies of the pertinent parts of the water right file. I hope it is useful to you. If you would let me know what you find, I would appreciate it.

Thanks again. If you have any questions, please call me at (208) 327-7946.

Sincerely,

Shelley Walter Keen  
Water Rights Supervisor

Enclosure

M:\NAME\TRS\FARRENS.DOC

al,  
I think this letter summarizes  
the problem we're having with  
the verification of 96-08600. I  
appreciate your offer to take a  
second look.

S. W. Keen  
10/17/96

Wright

FS-2700-4 (7/93)  
OMB No. 0596-0082  
Expires: 6/30/96

|                                                                                                                                                                                                                          |                                           |                               |                                |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-------------------------------|--------------------------------|
| U. S. DEPARTMENT OF AGRICULTURE<br>Forest Service<br><br><b>SPECIAL-USE PERMIT</b><br><br>Authority: <u>Federal Land Policy and<br/>Management Act of October 21,<br/>1976 (90 Stat. 2743; 43 U.S.C.<br/>1761-1771).</u> | Holder No.<br>5 2 1 1-0 1                 | Issue Date<br>_ _ / _ _ / _ _ | Expir. Date<br>1 2 / 3 1 / 0 5 |
|                                                                                                                                                                                                                          | Type Site(s)<br>2 1 5                     | Authority<br>5 2 6            | Auth. Type<br>2 0              |
|                                                                                                                                                                                                                          | Region/Forest/District<br>0 1 / 0 4 / 0 6 |                               | State/County<br>1 6 / 0 1 7    |
|                                                                                                                                                                                                                          | Cong. Dist.<br>0 1                        | Latitude<br>4 8 - 3 0 - 2 5   | Longitude<br>1 1 6 - 3 5 - 3 0 |

WRIGHT, KENNETH J. & VIRGINIA B. of  
(Holder Name)

(Billing Address - 1)

2317 MONTE VISTA DRIVE  
(Billing Address - 2)

COEUR D'ALENE  
(City)

ID  
(State)

83814  
(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  
IDAHO PANHANDLE NATIONAL FORESTS , SANDPOINT RANGER DISTRICT

This permit covers 0.02 acres, 0.07 miles and is described as a strip of land approximately 2 feet wide and 350 feet long located in the E 1/2 E 1/2 SE1/4, Section 33, T60N, R2W, B.M. as shown on the attached plat dated 04/26/90 by R.W. which becomes a part of the permit.

A buried water Transmission Pipeline, 1 1/2" diameter or less

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.

96-08600

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 AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on December 31, 2005. 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 regulation.

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.

### 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. Notification by the present holder and potential owner shall be executed using Form FS-2700-3, Special Use Application and Report, or Form FS-2700-3a, Request for Termination of and Application for Special-Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the new owner of the improvements.

#### 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 violation incurred under any such laws and regulations or for any costs, damages, claims, liabilities, and judgments 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) judgments, 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 shall remove within a reasonable time prescribed by the authorized officer all structures and improvements, except those owned by the United States, and shall restore the site. If the holder fails to remove all structures or improvements within the prescribed period, they 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 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. Fees. The holder shall pay an annual fee of fifty one Dollars (\$ 51.00 for the period from January 1, 1996, to December 31, 1996, and thereafter annually on January 1, fifty one Dollars (\$ 51.00: Provided, charges for this use shall be made or readjusted whenever necessary to place the charges on a basis commensurate with the fair market value of the authorized use.

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 Collection Officer, FS Northern Region: P.O. Box 60000, File No. 51653, San Francisco, CA 94160-1653 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 Fiscal Requirements Manual (TFRM-6-8020.20). 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. Health, Safety and Environmental Protection. Holder shall take all measures necessary to protect the health and safety of all persons affected by its activities performed in connection with the construction, operation, maintenance, or termination of the right-of-way, and shall promptly abate as completely as possible any physical or mechanical procedure, activity, event, or condition, existing or occurring at any time: (1) that is susceptible to abatement by the holder, (2) which arises out of, or could adversely affect the construction, operation, maintenance, or termination of all or any part of the water transmission pipeline, and (3) that causes or threatens to cause: (a) a hazard to the safety of workers or to public health or safety, or (b) serious and irreparable harm or damage to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, or their habitats, or any other natural resource). Holder shall immediately notify the authorized officer of all serious accidents which occur in connection with such activities. {B26}

F. Environmental Standards. Holder shall conduct all activities associated with the water transmission pipeline in a manner that will avoid or minimize degradation of air, land, and water quality. In the construction, operation, maintenance, and termination of the water transmission pipeline, holder shall perform its activities in accordance with applicable air and water quality standards, related facility siting standards, and related plans of implementation, including but not limited to standards adopted pursuant to the Clean Air Act, as amended (42 USC 1857) and the Federal Water Pollution Control Act, as amended (33 USC 1321). {C25}

G. Esthetics. The holder shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.. {D3}

H. Surveys, Land Corners. The holder shall protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges authorized by this permit, depending on the type of monument destroyed, the holder shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the holder shall cause such official survey records as are affected to be amended as provided by law. Nothing in this clause shall relieve the holder's liability for the willful destruction or modification of any Government survey marker as provided at 18 U.S.C. 1858. {D4}

I. Conflicts with National Forest Management. This permit does not convey exclusive rights, privileges, use or control of National Forest System lands. When, upon the authorized officer's written notice that the permitted use will or does conflict with National Forest management practices and activities, it shall be the holder's sole responsibility to modify the use. Modifications shall be approved in advance by the Forest Service and completed in a reasonable and timely fashion. The holder's inability or unwillingness to institute acceptable and timely modification shall be cause to terminate the permit. {R1\_E3}

J. Improvement Relocation. This permit is granted with the express understanding that should future location of United States Government-owned improvements or road rights-of-way require the relocation of the holder's improvements, such relocation will be done by, and at the expense of, the holder within a reasonable time as specified by the authorized officer. {X33}

K. Water Rights. This permit confers no right to the use of water by the holder.

L. Historical-Archaeological-Paleontological Discoveries. If, during activities conducted under this authorization, items of historical, archaeological or paleontological value are discovered, or a known or unknown deposit of such items may be/is disturbed, the holder will immediately cease activities in the area so affected. The holder will then notify the Forest Service and will not resume activities until written approval is given by the authorized officer. {R1\_X8}

M. Superseded Permit. This permit supersedes a special-use permit designated: Ruth L. Brown dated 05/08/90. {X18}

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

HOLDER NAME: Kenneth & Virginia Wright

By: Kenneth J. Wright  
(Holder Signature)

Virginia B. Wright  
(Holder Signature)

Date: June 22, 1996

U. S. DEPARTMENT OF AGRICULTURE  
Forest Service

By: \_\_\_\_\_  
(Authorized Officer Signature)  
ANTHONY MATTHEWS

Acting District Ranger, Sandpoint District  
IDAHO PANHANDLE NATIONAL FORESTS  
Date: \_\_\_\_\_

Water Transmission Pipeline

Kenneth J. + Virginia B. Wright

2720 Special Uses

Forest Service

Private

T60N, R2W

NATIONAL FOREST BOUNDARY

Permit Area

T59N, R2W

E $\frac{1}{2}$  E $\frac{1}{2}$  SE $\frac{1}{4}$ , Sec 33, T60N, R2W

Scale: 4" = 1 mile

RW  
4/26/90

96-08600

NOTICE OF SALE

NOTICE IS HEREBY GIVEN that the real property described herein has been sold subject to the terms and conditions of an unrecorded Contract of Sale dated August 5, 1993.

The real property is described as follows:

Parcel No. 1:

The South Half of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 34, Township 60 North, Range 2 West, Boise Meridian, Boundary County, Idaho.

Parcel No. 2:

The North Half of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 34, Township 60 North, Range 2 West, Boise Meridian, Boundary County, Idaho.

AND

The Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 34, Township 60 North, Range 2 West, Boise Meridian, Boundary County, Idaho.

VENDOR: CANYON MINERAL, INC.,  
an Idaho Corporation

PURCHASER: KENNETH J. WRIGHT and VIRGINIA WRIGHT,  
husband and wife

POSSESSION: Under the terms of said contract, purchaser is entitled to possession, use and occupancy of said property from the date of said contract so long as each and every covenant of said contract shall be faithfully performed by purchaser.

TITLE: Title to the property remains in vendor until the entire purchase price is fully paid.

ESCROW AGENT: Gridley Investment Company, 1919 N. Third Street, Coeur d'Alene, Idaho

DATED this 5<sup>th</sup> day of August, 1993.

Paul W. Vogel  
Attorney-at-Law  
N. First Ave, Suite G-100  
P.O. Box 1828  
ndpoint, ID 83864-0903  
Ph: (208) 263-6636  
Fax: (208) 265-6775

96-08600

VENDOR: CANYON MINERAL, INC.

PURCHASERS:

BY: Ruth Brown Secretary  
RUTH BROWN, SECRETARY

Kenneth J. Wright  
KENNETH J. WRIGHT

Virginia Wright  
VIRGINIA WRIGHT

STATE OF IDAHO )  
 ) ss.  
County of Bonner )

On the 30<sup>th</sup> day of ~~August~~<sup>July</sup>, 1993, before me the undersigned, a Notary Public for Idaho, personally appeared RUTH BROWN, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

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

Paul W. Miller Vigil  
NOTARY PUBLIC - STATE OF IDAHO  
RESIDING AT: SANDPOIN  
COMMISSION EXPIRES: 2. 3. 94

STATE OF IDAHO )  
 ) ss.  
County of Kootenai )

On the 5<sup>th</sup> day of August, 1993, before me the undersigned, a Notary Public for Idaho, personally appeared KENNETH J. WRIGHT and VIRGINIA WRIGHT, known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same.

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

Paul W. Miller Vigil  
NOTARY PUBLIC - STATE OF IDAHO  
RESIDING AT: SANDPOIN  
COMMISSION EXPIRES: 2. 3. 94

NOTICE OF SALE - 2

96-08600

CONTRACT OF SALE

ORIGINAL  
COPY

This Contract is made and entered between CANYON MINERAL, INC., an Idaho corporation, Vendor, and KENNETH J. WRIGHT and VIRGINIA WRIGHT, Husband and Wife, Purchasers.

PROPERTY: Vendor agrees to sell and convey to Purchasers and Purchasers agree to purchase from Vendor real property located in Boundary County, Idaho, described as follows:

Parcel No. 1:

The South Half of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 34, Township 60 North, Range 2 West, Boise Meridian, Boundary County, Idaho.

Parcel No. 2:

The North Half of the Southwest Quarter of the Northwest Quarter of the Southwest Quarter of Section 34, Township 60 North, Range 2 West, Boise Meridian, Boundary County, Idaho.

AND

The Southeast Quarter of the Northwest Quarter of the Southwest Quarter of Section 34, Township 60 North, Range 2 West, Boise Meridian, Boundary County, Idaho.

96-08600

TITLE: Vendor shall furnish a Purchasers Title Insurance policy in the amount of the purchase price showing good and marketable title subject to the prior contract in the Vendor as of the date of execution of this Contract. Vendor shall deliver a preliminary title report to the Purchasers. If no defects or irregularities are claimed by the Purchasers within 10 days after delivery of the preliminary title report, it shall be conclusively presumed that title to the property has been accepted by the Purchasers. If any defects or irregularities are claimed to exist by the Purchasers, Vendor shall have a reasonable time in which to cure such defects or irregularities.

EASEMENTS: Vendor warrants that there are of record easements for private road access to the described real property from the Pack River Road, a public road. The Warranty Deed shall convey to Purchasers all right, title and interest of Vendor in said easements.

WATER RIGHT Vendor has filed for a Forest Service Special Use Permit to appropriate water with the Idaho Department of Water Resources. Proof of construction of work and application to beneficial use must be submitted prior to August 1, 1993. Vendor does not intend to proceed with construction but will transfer to Purchasers all right, title and interest in said application for a permit.

EXAMINATION OF PROPERTY: Purchasers have examined the property herein described and have agreed to purchase the same upon visual inspection. Neither Vendor nor its agents shall be held to any representations concerning the condition of the real property or improvements other than those contained in this Contract of Sale.

Purchasers are relying upon the county records in ascertaining the boundaries of the property and do not rely on any statements or representations by Vendor or its agents as to boundaries. Purchasers agree to comply with all applicable laws and regulations relating to water use, sewage disposal and construction or improvements and to assume all risks relating to limitations on the improvement of the property arising from city, county, regional and state laws and regulations relating thereto.

TAXES: Vendor agrees to pay all real property taxes and assessments incurred prior to August 1, 1993. Purchasers agree to pay all real property taxes and assessments thereafter.

TIMBER: No timber shall be logged for commercial purposes on the property until the property has been paid for in full. Purchasers shall have the right to remove dead and dying trees and to thin trees in accordance with accepted tree farm management practices.

ATTORNEY REPRESENTATION: This Contract of Sale and all related documents have been prepared by Scott W. Reed, an attorney licensed to practice in the State of Idaho, for and on behalf of Purchasers. Vendor has not been represented by nor has it solicited or relied upon the advice of said attorney. Vendor recognizes and understands that it has the right and the opportunity to seek and obtain independent advice from an attorney of their own choosing on the legal consequences of entering into this sale and for examination of all deeds and related documents prepared in connection with this transaction.

POSSESSION: Purchasers shall have possession upon closing of this Contract of Sale.

ESCROW: This Contract of Sale together with deeds, purchasers title insurance policy, and pertinent documents shall be placed in escrow at Gridley Investment Company, 1919 N. 3rd Street, Coeur d'Alene, Idaho.

MEMORANDUM CONTRACT: The parties shall execute a Memorandum Contract which may be recorded as evidence of the contractual interest of the Purchasers in the property. Purchasers at the same time shall execute a Quitclaim Deed which may be placed in escrow to be delivered to Vendor in the event of forfeiture of this Contract of Sale.

COSTS AND CLOSING: Vendor and Purchasers shall share equally in the closing costs. Purchasers shall pay their own attorney's fees. The closing shall be done through First American Title Company, Bonners Ferry, Idaho, on or before August 10, 1993.

DEFAULT: It is understood and agreed that in the event the Purchasers shall fail, neglect or refuse to make any of the payments of the balance of the purchase price punctually as herein provided or shall fail in any other way to comply with the terms and conditions of this Contract of Sale, the Vendor may at its option declare a forfeiture by legal notice to the Purchasers by means of a certified letter to the Purchasers at their address. At the expiration of 30 days from the date of mailing of the Notice of Forfeiture, the rights of the Purchasers in this Contract of Sale shall be terminated if in the meantime the terms of the Contract of Sale shall not have been complied with by the Purchasers. The Vendor may re-enter and take possession of said property, retaining any and all payments made hereunder as liquidated damages for the use and possession of said property, or the Vendor may take such proceedings as may be necessary and proper to enforce specific performance of this Contract of Sale.

In the event of litigation upon this Contract of Sale, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees as fixed by the Court.

In the event Notice of Forfeiture is sent by the Vendor, the Purchasers shall be required to pay in addition to the delinquent payments, the sum of \$75 as attorney's fees or whatever sum the Vendor is required to pay as attorney's fees under customary charges then prevailing for such Notice, plus any costs involved.

Notice of Forfeiture shall be deemed to have been given when stated in writing and contained in a sealed envelope addressed to the Purchasers at their address, with postage prepaid thereon and deposited in the United States Post Office. The Purchasers shall, however, have the right to make payments of any delinquent principal or interest or to perform any other covenant or condition of this Contract of Sale which is claimed to have been breached or violated during the said 30 days.

Executed this 5 day of August, 1993.

VENDOR: CANYON MINERALS, INC.

By: Paul Costanza by Ruth L. Brown  
Paul Costanza, President

By: Ruth Brown Secretary  
Ruth Brown, Secretary

PURCHASERS: Kenneth J. Wright  
KENNETH J. WRIGHT

Virginia Wright  
VIRGINIA WRIGHT

STATE OF IDAHO )  
County of BONNER ) ss:

Ruth L. Brown, attorney-in-fact for

On this 4<sup>th</sup> day of August, 1993, before me the undersigned Notary Public, personally appeared PAUL COSTANZA, known to me to be the President and RUTH BROWN, known to me to be the Secretary of the corporation that executed the above instrument on behalf of the corporation, and acknowledged to me they were authorized to do so.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Paul William Vogt  
Notary Public for IDAHO  
Residing at SAND POINTE  
My Commission Expires: 2-3-94

STATE OF IDAHO )  
County of Kootenai ) ss:

On this 5<sup>th</sup> day of August, 1993, before me the undersigned Notary Public, personally appeared KENNETH J. WRIGHT and VIRGINIA WRIGHT, known to me to persons whose names are subscribed to the above instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

Paul William Vogt  
Notary Public for Idaho  
Residing at Coeur d'Alene SAND POINTE  
Commission Expires: 2-3-94

## MEMORANDUM

**DATE:** June 28, 1996

**TO:** File 96-08600

**FROM:** Shelley W. Keen *(SWK)*

**RE:** Location of the place of use

---

Yesterday Allen Beardslee called from Northern Region to discuss the place of use for right 96-08600. I told Allen that the examiner recommended the SESE, Section 33, T60N, R2W, but his map indicates SESW, Section 34, T60N, R2W. Allen said that he was visited by Ken Wright, who represented himself as the new owner of the land on which the right was developed. Mr. Wright's tax notices show his property as being in the NWSW, Section 34, T60N, R2W. Because of the confusion, Allen offered to investigate and provide additional information.

DEC 14 1994

Department of Water Resources

## Permit No. 96-08600

Current Address: PO BOX 212 SANDPOINT Id, 83864

Address: N 4000 PACK RIVER RD Phone No. (208) 263-9302

Relationship to Permit Holder: BROTHER

3. Source: SPRING tributary to SINKS

1. Other water rights with the same place of use: \_\_\_\_\_

2. Other water rights with the same point of diversion:

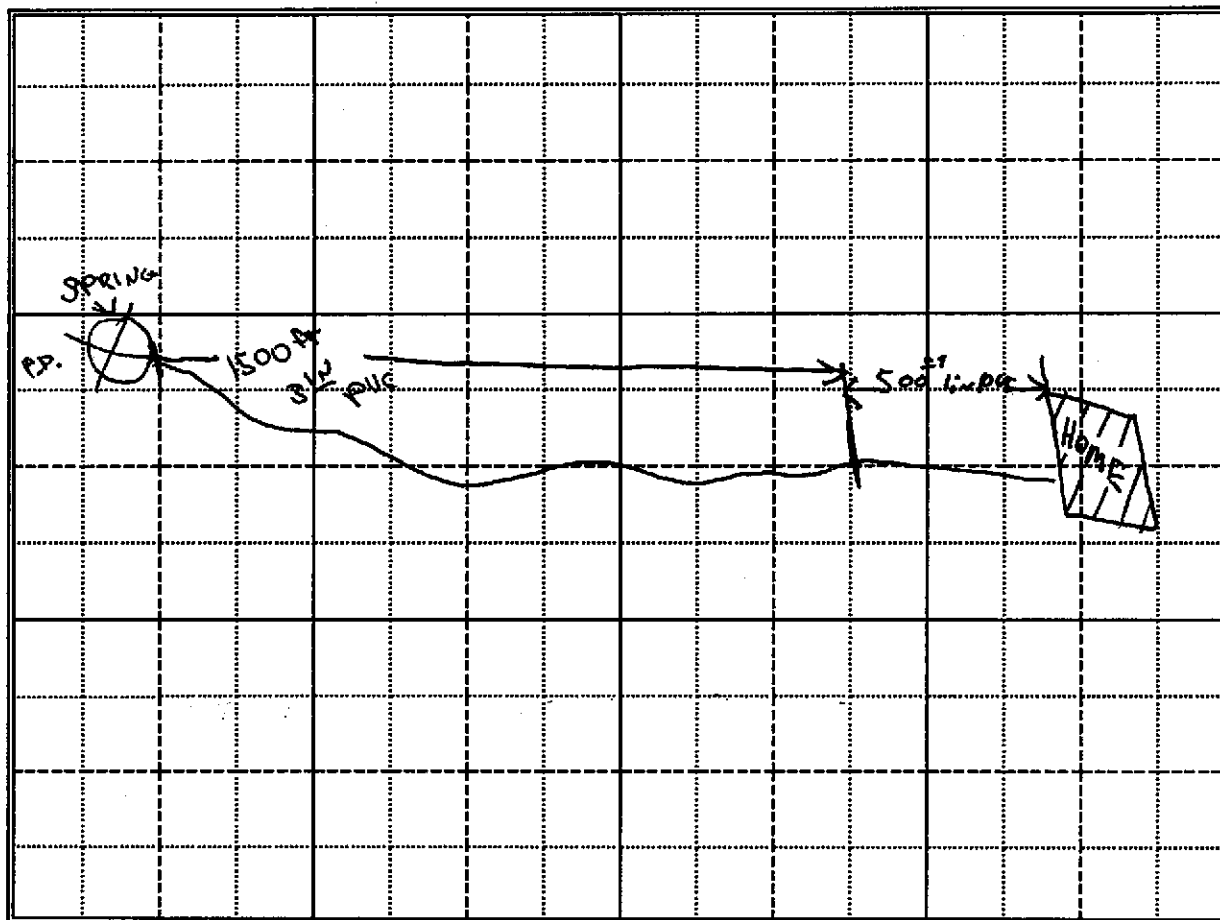
**1. Point(s) of Diversion:**

**2. Place(s) of Use:**

**Indicate Method of Determination**

[illegible]

3. **Delivery System Diagram:** Indicate all major components and distances between components. Indicate weir size/ditch size/pipe i.d. as applicable.



Scale: 1" = MLS

☒ Copy of USGS Quadrangle Attached Showing location(s) of point(s) of diversion and place(s) of use (required).

☐ Aerial Photo Attached (required for irrigation of 10+ acres)

☐ Photo of Diversion and System Attached

4.

| Well or Diversion Identification No.* | Motor Make | Hp | Motor Serial No. | Pump Make | Pump Serial No. or Discharge Size |
|---------------------------------------|------------|----|------------------|-----------|-----------------------------------|
|                                       |            |    |                  |           |                                   |
|                                       |            |    |                  |           |                                   |
|                                       |            |    |                  |           |                                   |

\*Code to correspond with No. on map and aerial photo

#### D. FLOW MEASUREMENTS

1.

| Measurement Equipment | Type | Make | Model No. | Serial No. | Size | Calib. Date |
|-----------------------|------|------|-----------|------------|------|-------------|
|                       |      |      |           |            |      |             |
|                       |      |      |           |            |      |             |

2. Measurements:

\_\_\_\_\_

\_\_\_\_\_

E. NARRATIVE/REMARKS/COMMENTS

SYSTEM gravity fed To Home

NO Storage.

NO IRRIGATION present. only Domestic

Have conditions of permit approval been met? ☒ yes ☐ no

**F. FLOW CALCULATIONS**

\_\_\_\_\_ Additional Computation Sheets Attached

Measured Method:

**G. VOLUME CALCULATIONS****1. Volume Calculations for Irrigation:** $V_{I.R.} = (\text{Acres Irrigated}) \times (\text{Irrigation Requirement}) =$  \_\_\_\_\_ $V_{D.R.} = [\text{Diversion Rate (cfs)}] \times (\text{Days in Irrigation Season}) \times 1.9835 =$  \_\_\_\_\_ $V = \text{Smaller of } V_{I.R.} \text{ and } V_{D.R.} =$  \_\_\_\_\_**2. Volume Calculations for Other Uses:****H. RECOMMENDATIONS****1. Recommended Amounts**

| Beneficial Use  | Period of Use |              | Rate of Diversion<br>Q (cfs) | Annual Volume<br>V (afa) |
|-----------------|---------------|--------------|------------------------------|--------------------------|
|                 | From          | To           |                              |                          |
| <u>DOMESTIC</u> | <u>01-01</u>  | <u>12-31</u> | <u>.04</u>                   | <u>1.2</u>               |
| _____           | _____         | _____        | _____                        | _____                    |
| _____           | _____         | _____        | _____                        | _____                    |
| _____           | _____         | _____        | _____                        | _____                    |
| _____           | _____         | _____        | _____                        | _____                    |
| Totals:         |               |              | <u>.04</u>                   | <u>1.2</u>               |

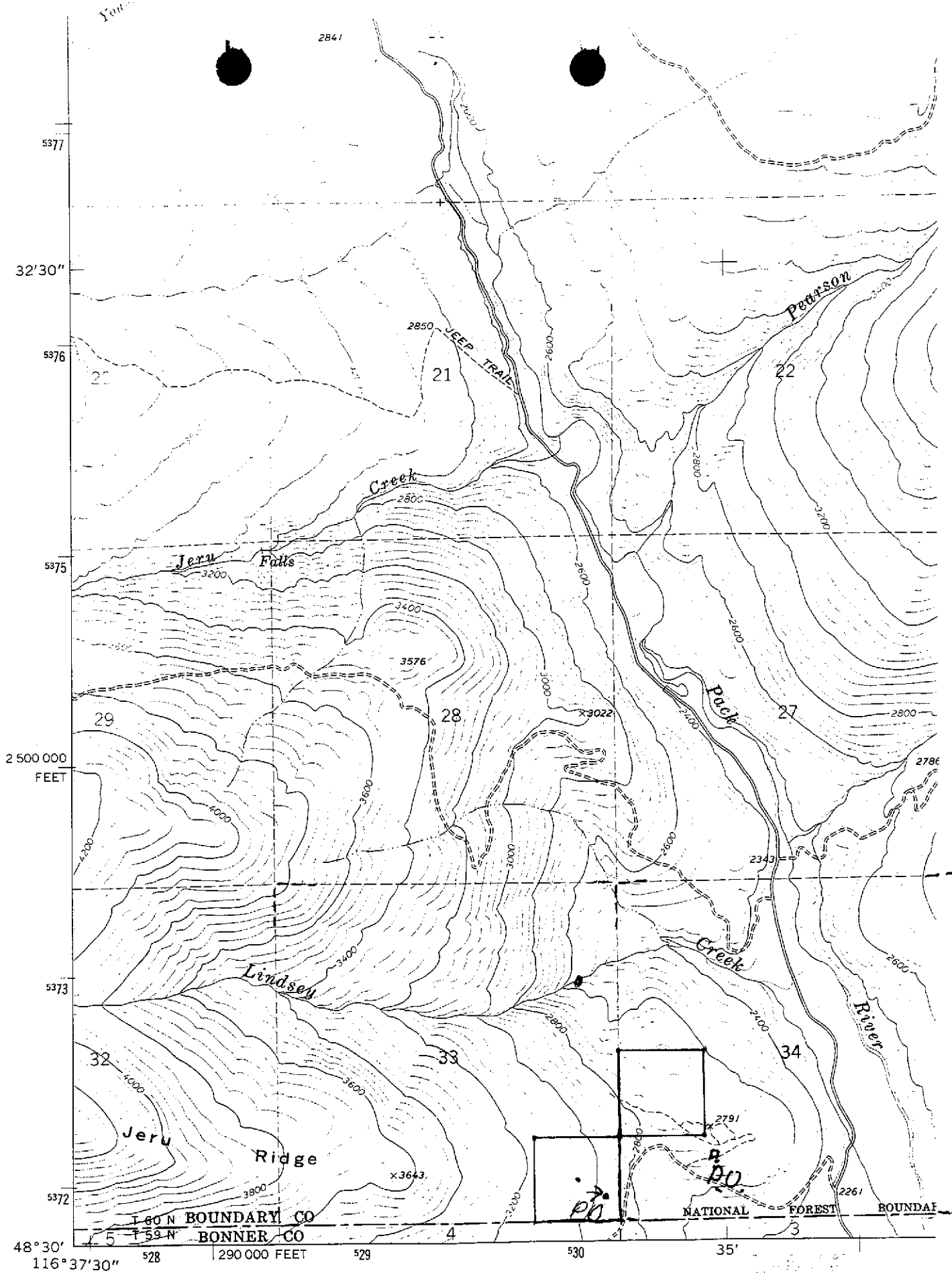
**2. Recommended Amendments**

\_\_\_ Change P.D. as reflected above    \_\_\_ Add P.D. as reflected above    \_\_\_ None  
\_\_\_ Change P.U. as reflected above    \_\_\_ Add P.U. as reflected above    \_\_\_ Other

**I. AUTHENTICATION**Field Examiner's Name TED McCracken Date 8-17-93

Reviewer \_\_\_\_\_ Date \_\_\_\_\_

SEAL



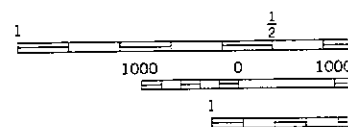
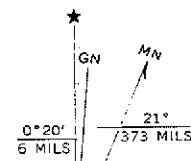
Mapped, edited, and published by the Geological Survey

Control by USGS and USC&GS

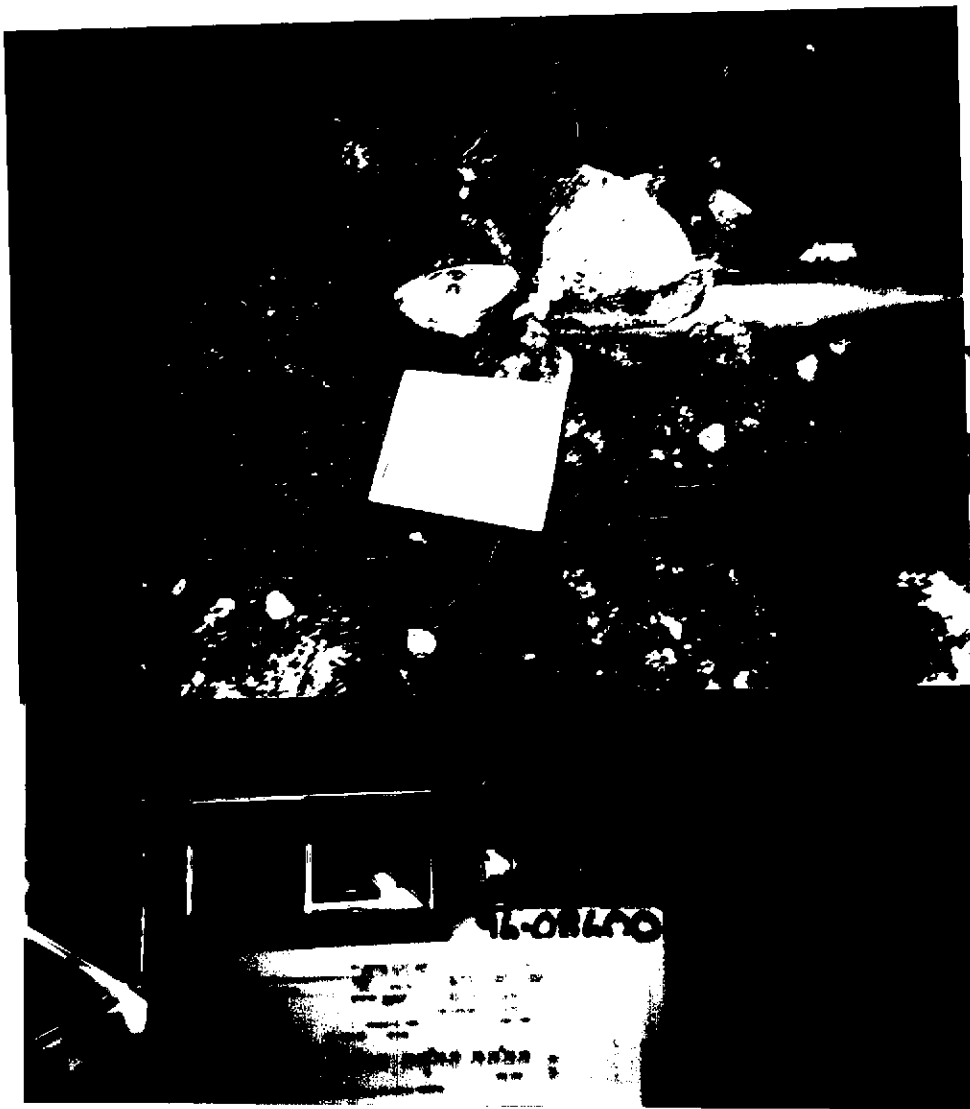
Topography by photogrammetric methods from aerial photographs taken 1967. Field checked 1967

Polyconic projection. 1927 North American datum  
10,000-foot grid based on Idaho coordinate system,

(MOUNT CASEY)  
2680 / NW



NATIO



← PD

← P.U.



96-08600

← PD

← P.U.



96-08600

July 23, 1993

RUTH L. BROWN  
P.O. BOX 222  
SANDPOINT ID 83864

PROOF ACKNOWLEDGMENT LETTER

RE: PERMIT NO. 96-08600

Dear Permit Holder:

The department acknowledges receipt of the proof of beneficial use form submitted for the above referenced permit. The next step in the process of developing a water right is for the department to conduct a field examination to determine and confirm the use being made of the water.

If you have questions concerning this matter, please feel free to contact the NORTHERN Regional Office in Coeur D' Alene at (208)769-1450.

Sincerely,

Karen L. Gustafson  
Secretary/Records Manager

c: IDWR - Region

RECEIVED  
SEP 01 1993

ANALYSIS SHEET  
FOR  
PROOF OF BENEFICIAL USE

Permit No. 96-08600

Reviewed by Klg

Date 7/16/93

GENERAL CONSIDERATIONS

TYPES OF USE

yes Name same as permit?

domestic 1

yes Address same as permit?

irrigate - 1

yes Proof timely received?

Correct Uses?

yes

If not, complete calculation below.

SOURCE OF WATER

2 Surface water source

Ground water source

NA Drilling permit required?

/ Copy in the file? Drilling Permit No. \_\_\_\_\_

/ Amount paid for permit \_\_\_\_\_ Correct?

/ Well log in the file?

LICENSE EXAMINATION FEE

yes Required?

50 Amount Submitted

yes Correct?

MEASURING DEVICE

NA Required?

/ Installed?

/ Waiver requested?

PRIORITY CALCULATION

Date proof received NA

Date proof due / -

No. of days late / =

Priority Date / +

New Priority Date /

DEFICIENCIES OR ACTION ITEMS

*proof acceptable*

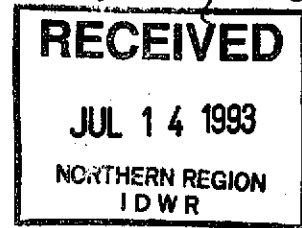
DATA ENTRY

New Address \_\_\_\_\_

Proof Made 7/19/93

7/23/93/Klg

Al Beardsley  
Water Resource Board  
Couer d'Alene



Dear Mr Beardsley

Enclosed \$50 fee for "Proof  
of Beneficial Use" Water permit  
For Ruth L. Brown.

For inspection, please contact  
J. Brown.

4000 Pack River Rd  
Sandpoint Id 83864  
208-263-9302

Sincerely

Ruth Brown

(by V13)

\$50 Money Order

RECORDED  
SEP 01 1993

May 31, 1993

RUTH L. BROWN  
P.O. BOX 222  
SANDPOINT ID 83864

PROOF DUE NOTICE

RE: PERMIT NO. 96-08600

Dear Permit Holder:

One of the conditions of approval of the above referenced water permit was that proof of the extent of your beneficial use must be submitted to this office on or before August 1, 1993. (See last page of your approved permit or your last approved extension request.) Enclosed is a form which when accompanied by the license examination fee or a complete field examination report prepared by a certified water right examiner may be used to submit the required proof.

If you have not fully completed your project, and you or a previous owner of this permit have not received a prior extension of time, you may request an extension of time if the delay is for reasonable cause as provided in Section 42-204, Idaho Code. If you have been prevented from proceeding by a governmental agency or by litigation which might bring title to the water in question, more than one extension of time can be granted. An extension of time request form is enclosed for your convenience.

Either an acceptable proof of beneficial use submittal or an acceptable request for an extension of time must be received by this department on or before the above described proof due date. If neither is received, the department will send you a lapse notice. Within sixty (60) days of the mailing of the lapse notice, the permit will no longer be of any force nor effect.

SINCERELY,

Karen L. Gustafson  
Secretary/Records Manager

Enclosures

CERTIFIED MAIL

NO. 140283

RECEIVED  
SEP 01 1993

STATE OF IDAHO

DEPARTMENT OF WATER RESOURCES

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Statehouse  
Boise, Idaho 83720  
(208) 327-7900  
August 1, 1990

RUTH L. BROWN  
P.O. BOX 222  
SANDPOINT, ID 83864

PERMIT APPROVAL NOTICE

RE: PERMIT NO. 96-08600

Dear Permit Holder:

Enclosed is a copy of your approved application for permit. We direct your attention to the conditions of approval on the final page.

Please note the requirement that as a permit holder you must commence the excavation or construction of diverting works within one year of the date the permit was issued, and you must proceed diligently until the project is completed. The enclosed blue card must be completed and returned to this office as soon as you commence construction, no later than one year from the date the permit was approved.

We have enclosed a form entitled "Instructions for Proof of Beneficial Use". Please read the instructions carefully since you must take further action to develop this permit into a license.

Sincerely,

GARY SPACKMAN, Supervisor  
Water Right Permits Section

GS: SC  
Enclosures

**MICROFILMED**

SEP 27 1990

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES  
APPROPRIATION APPLICATION ANALYSIS SHEET

INITIAL REVIEW BY: RYH DATE: 5/23/90 APPLICATION NUMBER: 96-08600

APPLICANT: Brown

REQUIRED INFORMATION

- (1). ☒ Name & Address: (If applicant is a corporation or partnership, names must be provided for the director, officers, and other partners.)
- (2). ☒ Source: (See USGS Quad for names of water sources)
- (3). ☒ Point of Diversion including county: (spring/10 ac., Subd. lot & block)
- (4). ☒ Quantity: (flow and/or volume)
- ☒ Nature of proposed use: (Include description of use)
- ☒ Period of use:
- (5). ☒ Total Quantity: (flow and/or volume)
- (6). ☒ Description of diverting works:
- (7). ☒ Time required for beneficial use of water:
- (8). ☒ Proposed uses:
- (9). ☒ Place of use or acres irrigated:
- (10). ☒ Other Water Rights:
- (11). ☒ Ownership:
- (13). ☒ Map:
- ☒ Signature: (signator title required for corp., partnership, etc)
- ☒ Fee: (Amount, receipt number and date recorded on application)
- ☒ Acknowledgement Letter:
- ☒ Overlap Review: Attachment? (Y) ☐ (N) ☒ Remarks? (Y) ☐ (N) ☒

ADDITIONAL INFORMATION

- YES NO
- ☒ Field check required: Field check by: \_\_\_\_\_
- ☒ Field report attached:
- ☒ Critical groundwater area:
- ☒ Groundwater management area:
- ☒ Send dam safety information:
- ☒ Send power requirement letter:
- ☒ Send fish farm requirement letter:
- ☒ Power residency affidavit:
- ☒ Power efficiency form:
- ☒ Within trust water boundry: (Attach Trust Water Supp. Analysis Sheet.)
- ☒ Diversion greater than 5 cfs or 500 af, supplementary analysis sheet attached.

PROCESSING

- YES NO
- ☒ In form for advertising:
- ☒ Statewide advertising: (10.00 or more cfs.)

Send Copies To

- YES NO
- ☒ I.D. Health and Welfare
- ☒ I.D. Fish and Game
- ☒ I.D. Lands
- ☒ Adjudication Bureau

- YES NO
- ☒ U.S. BLM
- ☒ U.S. Forest Svc. JUL 05 1990
- ☒ Water District # \_\_\_\_\_
- ☒ Other \_\_\_\_\_
- Department of Water Resources

RECEIVED

Application Number 76-868

FOLLOWING INFORMATION REQUESTED FROM APPLICANT  
Item

Date Requested

FINAL REGIONAL PROCESSING REVIEW

YES NO

☒ Additional information received:

☒ Notice of pending void order issued: Final date of order response. \_\_\_\_\_

☒ Affidavit of publication received:

☒ Application published correctly: If not, record action taken.

☒ Publication dates and paper recorded on application:

☒ Protests received, Final date for protest 6/25/90

☒ Recommendations attached:

☒ Measuring device required:

☒ Measuring port required:

☒ Water delivered by water master? District # \_\_\_\_\_

☒ Special conditions of approval or cover letter: (see additional info. below)

Recommended Date of Priority 5/23/90 ✓

Recommended by: TDK RJA

Date 6/29/90

STATE OFFICE REVIEW

P17

26 04

See remarks for additional information. By

KW

Date 7/23/90

REMARKS

allow 3 yrs. to develop

96-08600

BROWN, RUTH L.  
BOX 222  
SANDPOINT, ID 83864

Source: SPRING

Tributary: SINKS

Diversion Pt: NESESE Sec 33 T 60N R 02W

Use: IRRIGATION ( .100 CFS)  
DOMESTIC ( .040 CFS)  
Total Diversion: ( .140 CFS)

Date Filed: 5/23/ 1990

In: T60N R02W S34

NWSW

5.0 ACRES TOTAL

**MICROFILMED**

SEP 24 1990