

State of Idaho
Department of Water Resources
ASSIGNMENT OF PERMIT

RECEIVED
NOV 28 2004
DEPARTMENT OF
WATER RESOURCES

I, James & Mildred Morrison, hereby assign to JAMES STARNES
of HCR 75 Box #105 NOOKSIA Id. 83539
Address

CHECK ONE

☒ All my right, title, and interest in and to Permit No. 81-7098
to appropriate the public waters of the State of Idaho.

☐ The following described portion of my right, title, and interest in and to Permit
No. 81-7098 to appropriate the public waters of the State of Idaho.

(Describe that portion of the permit being assigned by listing the acreage within
each 40 acre subdivision, the point of diversion and the amount of water in cubic
feet per second for direct diversion, or acre feet for storage)

Made this 17 day of April, 19 86.

The Notary
seal did not
show up on
copies.

James W Morrison
Permit Holder

Mildred E Morrison
Spouse of Permit Holder

State of Idaho)
County of NEZ PERCE) ss.

On this 17th day of April, 19 86, personally
appeared before me the signer(s) of the above instrument, who duly acknowledged to me
that he (she) (they) executed the same.

seal

[Signature]
Notary Public residing at
Lewiston

My commission expires:
Nov 28, 1988

SPECIAL USE
APPLICATION AND REPORT

Ref: FSM 2712

FOREST SERVICE USE ONLY	a. Record no. (1-2)	b. Region	c. Forest (5-6)
	70	01	05
	d. District (7-8)	e. User number (9-12)	f. Kind of use (13-15)
	05	---	916
	g. State (16-17)	h. County (18-20)	k. Card No. (21)
	16	049	1

PART I - APPLICATION (To be completed by applicant)

Application is hereby made for a permit to use National Forest land as indicated below:

1. Description of land: (Attach MAP or PLAT)

NW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 32, T.33N., R.6E., B.M.
Idaho County, Idaho

See attached map.

2. Purpose of use.

Placing a water collection box in Little Smith Creek and laying approximately 230 feet of plastic pipeline on the ground surface for the purpose of lawn and garden irrigation.

3. Land Area applied for (For Rights-of-Way show length and width and convert to acres; for other uses show acres)

Length in: $\frac{230}{\text{(Feet)}}$ $\times$ Width $\frac{2}{\text{(Feet)}}$ = $\frac{.01}{\text{(Acres)}}$

4. Improvements

a. Description

1'x2' wooden collection box to be placed in Little Smith Creek with no alteration of the stream bed.

100' of 2" plastic pipe and 130' of 1 $\frac{1}{2}$ " plastic pipe to be laid on the ground surface from the collection box to my property.

See attached sketch.

b. Plans attached ☒ Yes ☐ No. If "NO" show date plans will be furnished

c. Estimated cost

\$ 138.00

d. Construction will begin within

Irrigation system will be installed in early summer and removed each fall.

(Months)

e. Construction will be completed within

(Months)

Date of Application

11/3/80

Applicant's name and signature

James W. Morrison

James W. Morrison

Applicant's address

Star Route Box 102
Kooskia, ID 83539

(ZIP Code)

(OVER)

2700-3 (7/71)

PART II - REPORT ON APPLICATION (To be completed by Forest Officer)

1. General description of the area and a ability for the proposed use. Outline area on Map Sheet if needed to clearly proposed use. (Use Field Map Sheet Form 5400-19, if needed)

The proposed use is an area approximately 1'x2' in Little Smith Creek and a strip of land approximately 230' long x 2' wide adjacent to Little Smith Cree. The amount of water diverted by the proposed 1 1/2" pipe would be quite insignificant in comparison to total water volume of Little Smith Creek. Little Smith Creek may be used for brook and cutthroat trout for spawning but is too small to have any significance for anadromous fish spawning. Mr. Morrison will make application for water rights.

2. If previously under permit indicate:

a. NA (Name of Permittee) b. _____ (Date of Permit) c. _____ (Date Closed)

3. Describe any encumbrances on the land, such as withdrawals, power projects, easements, rights-of-way, mining claims, leases, etc. Show on map provided or on Form 5400-19.

The proposed use area is within the Middle Fork Clearwater Wild and Scenic River boundary.

4. State approximate amount and kinds of timber to be cut, recommended stumpage prices, method of scaling; include recommendation on disposal of merchantable timber (a) to permittee at current damage appraisal or (b) to others than permittee under regular timber sale procedure.

None.

5. Is the proposed use in conformity with the District Multiple Use Plan?

Multiple-use survey prepared?

Environmental Impact statement prepared? (P.L. 91-190)

Does it conform with the District Land Adjustment Plan?

☒ Yes
☐ Yes (Attach)
☐ Yes (Attach)
☐ Yes

☐ No
☒ No
☒ No
☐ No

(NOTE: If "NO" is checked in answer to any of the above questions, explain under No. 6 below)

6. Recommendations, including any factors which might affect the granting of the permit or future use of the land.

It is recommended that the permit be issued.

Impact of the use should be very minimal. The system would be installed each year in early summer and removed each fall. The pipe would be laid early enough in summer so that it would soon be obscured by vegetation eliminating any visual impact. There would be no disturbance of the stream bed or ground surface associated with installation or removal. Winter storage of the system would be on Mr. Morrison's property. Mr. Morrison has been using this system for several years.

7. List conditions which should be made a part of this permit (See FSM 2780)

A-15 E-4
B-8 X-33
B-31 X-49
X-81

8. Fee recommendation (Describe basis on computation sheet attached)

See attached computation sheet.

9. Name and Address of Permittee exactly as it should be shown on the permit:

James W. Morrison
Star Route Box 102
Kooskia, ID 83539

(ZIP Code)

RECOMMEND:

Approval

Disapproval

Approved

Disapproved

DATE

12/2/80

DATE

12/5/80

SIGNATURE

[Signature]

SIGNATURE

[Signature]

TITLE

District Ranger

TITLE

for Forest Supervisor

*Delete One

GPO 914-669

SPECIAL USE
APPLICATION AND REPORT

Ref: FSM 2712

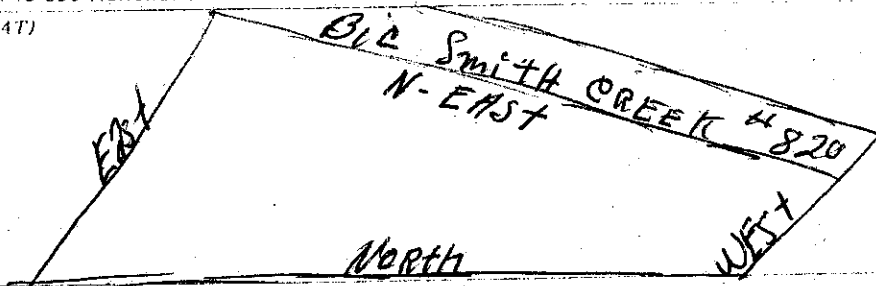
FOREST SERVICE USE ONLY	a. Record no. (1-2) 70	b. Region (3-4)	c. Forest (5-6)
	d. District (7-8)	e. User number (9-12)	f. Kind of use (13-15)
	g. State (16-17)	h. County (18-20)	i. Card No. (21)

PART I - APPLICATION (To be completed by applicant)

Application is hereby made for a permit to use National Forest land as indicated below:

1. Description of land: (Attach MAP or PLAT)

James W. Morrison
2.63 ACRES



2. Purpose of use.

IRRIGATION

3. Land Area applied for (For Rights-of-Way show length and width and convert to acres; for other uses show acres)

Length in:

(Miles) or
(Feet)

X

Width

(Feet)

(Acres)

0.1
~~0.1~~

4. Improvements

a. Description

WATER BOX 12" X 24"

230 FEET PIPE ON FOREST LAND

2" PLASTIC PIPE 100 FT. 1 1/2" PIPE 130 FT.

FOREST BOUNDARY LINE
PRIVATE LAND
WATER FOR LAWN
BORDER & FIRE
PROTECTION USE

SMITH CREEK #820

b. Plans attached ☒ Yes ☐ No. If "NO" show date plans will be furnished

c. Estimated cost

\$ 128.00

d. Construction will begin within

(Months)

e. Construction will be completed within

PORTABLE USES SUMMER
OVERLY DONE
(Months)

Date of Application

Applicant's name and signature

James W. Morrison

Applicant's address

Star Pl. Box 102
Hroskia, Ida.

83539
(ZIP Code)

PART II - REPORT ON APPLICATION (To be completed by Forest Officer)

1. General description of the area and adjacent land, and its suitability for the proposed use. Outline area on sketch map or attach a Map Sheet if needed to clarify proposed use. (Use Field Map Sheet Form 5400-19, if needed)

2. If previously under permit indicate:

a. _____ (Name of Permittee) b. _____ (Date of Permit) c. _____ (Date Closed)

3. Describe any encumbrances on the land, such as withdrawals, power projects, easements, rights-of-way, mining claims, leases, etc. Show on map provided or on Form 5400-19.

4. State approximate amount and kinds of timber to be cut, recommended stumpage prices, method of scaling; include recommendation on disposal of merchantable timber (a) to permittee at current damage appraisal or (b) to others than permittee under regular timber sale procedure.

5. Is the proposed use in conformity with the District Multiple Use Plan?

☐ Yes

☐ No

Multiple-use survey prepared?

☐ Yes (Attach)

☐ No

Environmental impact statement prepared? (P.L. 91-190)

☐ Yes (Attach)

☐ No

Does it conform with the District Land Adjustment Plan?

☐ Yes

☐ No

(NOTE: If "NO" is checked in answer to any of the above questions, explain under No. 6 below)

6. Recommendations, including any factors which might affect the granting of the permit or future use of the land.

7. List conditions which should be made a part of this permit (See FSM 2780)

8. Fee recommendation (Describe here on computation sheet attached)

9. Name and Address of Permittee exactly as it should be shown on the permit:

JAMES W. MORRISON
STAR RT. BOX 102
KOOSKIE, IDA

83539
(ZIP Code)

RECOMMEND:	Approval* →	DATE	SIGNATURE	TITLE
	Disapproval* →			
	Approved* →	DATE	SIGNATURE	TITLE
	Disapproved* →			

*Delete One

SPECIAL USE PERMIT

Act of June 4, 1897

This permit is revocable and nontransferable
(Ref. FSM 2710)

a. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
70	Q1	Q5
d. District (7-8)	e. User number (9-12)	f. Kind of use (13-15)
05	5512	916
g. State (16-17)	h. County (18-20)	k. Card no. (21)
16	Q49	1

Permission is hereby granted to James W. Morrison

of Star Route Box 102, Kooskia, ID 83539

hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements:

A strip of land approximately 230 feet long by 2 feet wide in the NW $\frac{1}{4}$, SE $\frac{1}{4}$,
Section 32, T.33N., R.6E., B.M., Idaho County, Idaho.

This permit covers .01 acres and/or - miles and is issued for the purpose of:

Placing a water collection box in Little Smith Creek and laying approximately
230 feet of pipeline on the ground surface for the purpose of lawn and garden
irrigation for his own personal use.

1. Construction or occupancy and use under this permit shall begin within 4 months, and construction, if any, shall be completed within 4 months, from the date of the permit. This use shall be actually exercised at least 180 days each year, unless otherwise authorized in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of Twenty-Five Dollars (\$ 25.00) for the period from January 11, 1981, to December 31, 1981, and thereafter annually on January first Twenty-Five Dollars (\$ 25.00):

Provided, however, Charges for this use may be made or readjusted whenever necessary to place the charges on a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions 18 to 25 attached hereto and made a part of this permit.

PERMITTEE	NAME OF PERMITTEE <u>James W. Morrison</u> JAMES W. MORRISON	SIGNATURE OF AUTHORIZED OFFICER	DATE <u>1/15/81</u>
ISSUING OFFICER	NAME AND SIGNATURE <u>John F. Hossack</u> JOHN F. HOSSACK	TITLE Forest Supervisor	DATE <u>2/5/81</u>

4. Development plans; layout plans; instruction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; 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 permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

7. The permittee, in exercising the privileges granted by this permit, shall comply 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.

8. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

12. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

14. In case of change of address, the permittee shall immediately notify the forest supervisor.

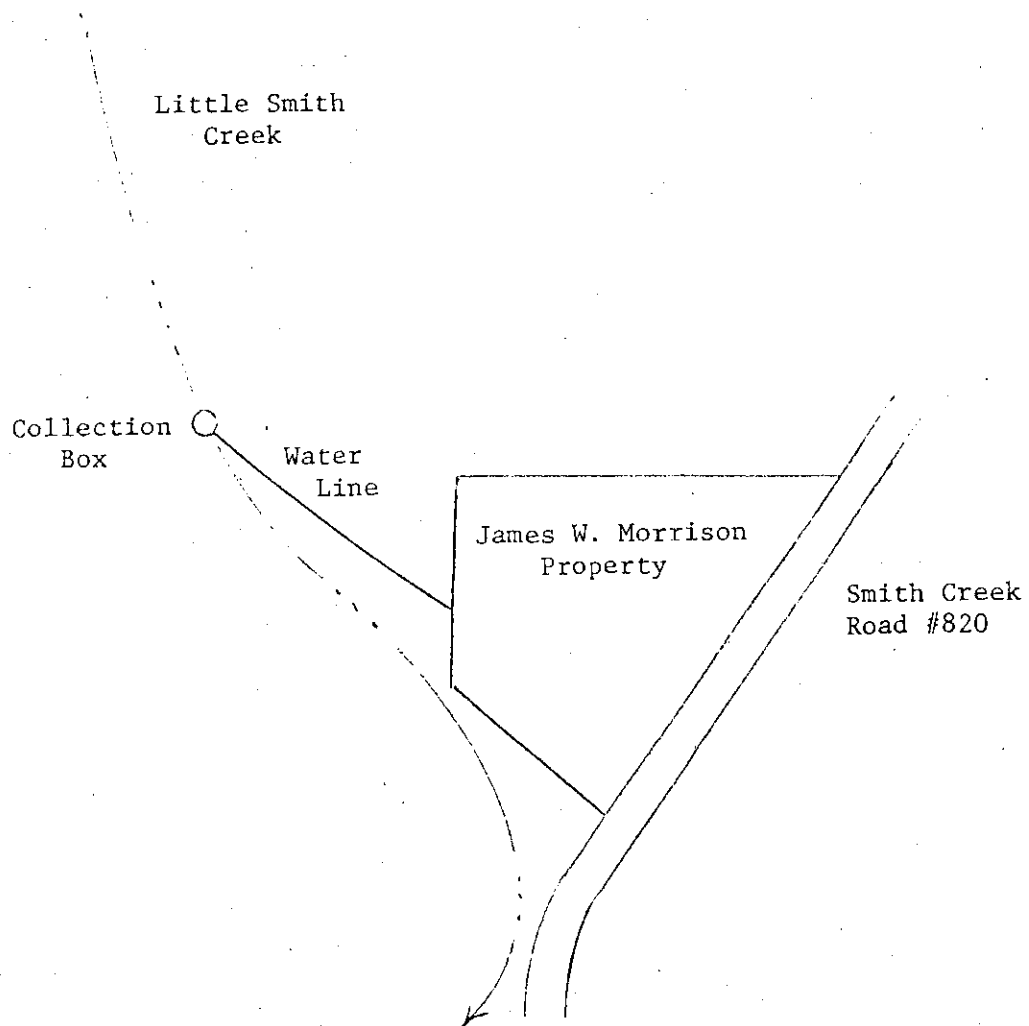
15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

16. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

17. In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provisions thereof, the following clauses will control.

18. A service charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The service charge shall be one (1.0) percent per month of the fee from the date statement and fees were due or \$15, whichever is greater. If a due date falls on a nonworkday, the service charge will not apply until the end of the next workday.
19. The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.
20. Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomena in the forest that present risks which the permittee assumes. The permittee has the responsibility of inspecting his site, lot, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards.
21. Unless sooner terminated or revoked by the Regional Forester, in accordance with the provisions of the permit, this permit shall expire and become void on 12/31/91, but a new permit to occupy and use the same National Forest land may be granted provided the permittee will comply with the then-existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the Forest Supervisor not less than one (1) year prior to said date that such new permit is desired.
22. This permit is granted with the express understanding that should future location of Government improvements or road rights-of-way require the relocation of the permittee's improvements, such relocation will be done by the permittee at his expense within sixty (60) days following request to relocate.
23. This permit shall not be exclusive. The Forest Service reserves the right to use or permit others to use any part of the permitted area for any purpose, provided such use does not interfere with the rights and privileges hereby authorized.
24. This permit confers no right to the use of water by the permittee.
25. This permit may be terminated for non-payment of fees and/or any additional charges for late payment.

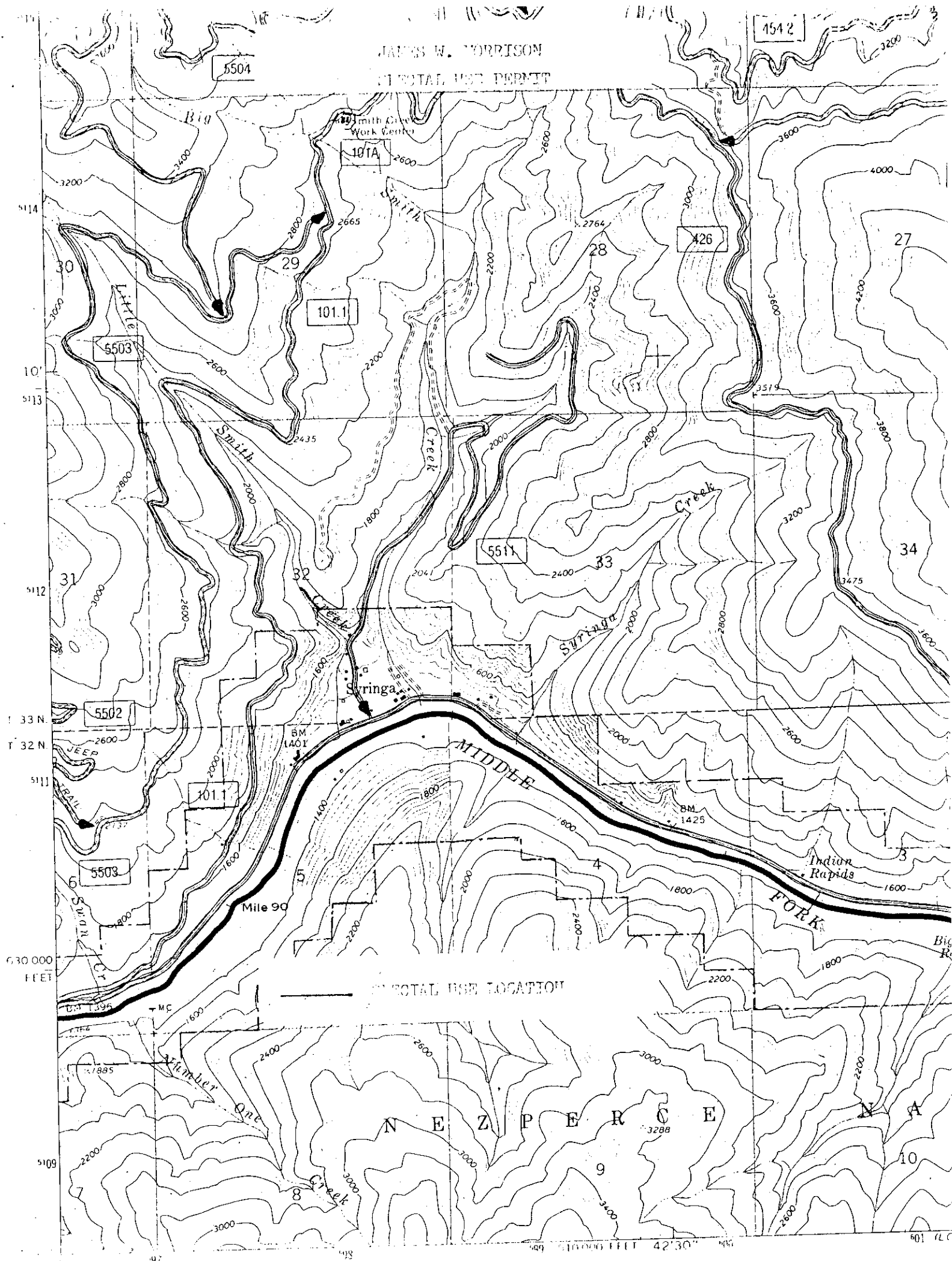
JAMES W. MORRISON
HOME USE IRRIGATION SYSTEM



Collection Box - 1'x2'
Water Line - 100' of 2" pipe and 130' of 1½" pipe

11/20/80
M.F.

1542



BILL FOR COLLECTION

Orofino, ID

PAYER'S COPY

DATE OF ISSUE

12/30/80

Clearwater National Forest
Rt. 4, Orofino, ID 83544

James W. Morrison
Star Route, Box 102
Kooskia, ID 83539

RETAIN IN YOUR
RECORDS. RECEIPT
WILL NOT BE FUR-
NISHED UNLESS RE-
QUESTED.

FOLD HERE

DATE OR PERIOD	DESCRIPTION		AMOUNT
1/1/81 to 12/31/81	Annual Special Use Permit Fee.	916 D5	\$ 25.00
<i>Jan 29-81</i> A service charge of one percent per month of the unpaid fee or \$15, whichever is greater, will be made for failure to meet the payment due date.			
BILL NO.	UNIT NO.	CONTRACT NO.	DATE PAYMENT DUE
00499	TM 05	na	
			AMOUNT DUE
			\$ 25.00

Sub Unit 20



United States
Department of
Agriculture

Forest
Service

Clearwater
National
Forest

12730 Highway 12
Orofino, ID 83544

Reply to: 2720

Date: April 17, 1984

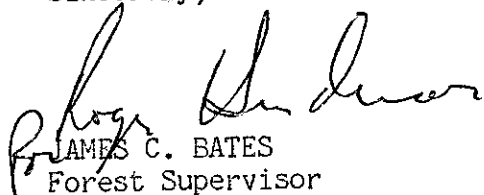
Jim and Jill Williams
Star Route, Box 89A
Kooskia, ID 83539

Dear Jim and Jill:

Enclosed is your approved copy of the Special Use Permit for the water collection box in Little Smith Creek. Your payment for 1984 use was received December 28, 1983 and the one issued in error has been cancelled.

This copy of the permit is for your records. If you have any questions please contact Mel Fowlkes, Kooskia Ranger Station, 926-4275.

Sincerely,


JAMES C. BATES
Forest Supervisor

Enclosure

cc:
Lochsa R.D.



United States Department of Agriculture Forest Service SPECIAL USE PERMIT Act of June 4, 1897 This permit is revocable and nontransferable (Ref. FSM 2710)	a. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
	70	One 01	Clearwater 05
	d. District (7-8)	e. User number (9-12)	f. Kind of use (13-15)
	Lochsa 05	----	916
	g. State (16-17)	h. County (18-20)	k. Card no. (21)
	Idaho 16	Idaho 049	1

Permission is hereby granted to James T. and Jill L. Williams

of Star Rt. Box 89A, Kooskia, ID. 83539,
 hereinafter called the permittee, to use subject to the conditions set out below, the following described lands
 or improvements:

A strip of land approximately 230 feet long by 2 feet wide in the NW 1/4, SE 1/4,
 Section 32, T33N, R6E, B.M., Idaho County, Idaho
 (see attached maps)

This permit covers .01 acres and/or na miles and is issued for the purpose of:

Placing a water collection box in Little Smith Creek and laying approximately 230 feet
 of pipeline on the ground surface for the purpose of lawn and garden irrigation for
 personal use.

1. Construction or occupancy and use under this permit shall begin within na months, and
 construction, if any, shall be completed within na months, from the date of the permit. This
 use shall be actually exercised at least 180 days each year, unless otherwise authorized
 in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of
 Agriculture, the sum of twenty-five Dollars (\$ 25.00) for the period
 from January 1 19 84, to December 31, 19 84, and thereafter
 annually on January 1 twenty-five Dollars (\$ 25.00):

Provided, however, Charges for this use may be made or readjusted whenever necessary to place the
 charges on a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions 18 to
28 attached hereto and made a part of this permit.

PERMITTEE	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
	<u>James T. Williams</u>	TITLE Property Owner	<u>1/30/84</u>
ISSUING OFFICER	NAME AND SIGNATURE	TITLE	DATE
	<u>James C. Bates</u>	Forest Supervisor	<u>7/16/84</u>

(CONTINUED ON REVERSE)

2700-4 (7/71)

4. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; 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 permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

7. The permittee, in exercising the privileges granted by this permit, shall comply 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.

8. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

12. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

14. In case of change of address, the permittee shall immediately notify the forest supervisor.

15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the permittee to third parties only with the prior written approval of the forest supervisor but the permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

16. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

17. In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provisions thereof, the following clauses will control.

18. A late payment charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The late payment charge shall be \$20.00, or an amount calculated by applying the current rate prescribed by Treasury Fiscal Requirements Manual Bulletins to the overdue amount for each 30-day period or fraction thereof that the payment is overdue, whichever is greater. If the due date falls on a nonworkday, the late payment charge will not apply until the end of the next workday. This permit may be terminated for nonpayment of fees and/or assessed late payment charges.

19. The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.

20. Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomena in the forest that present risks which the permittee assumes. The permittee has the responsibility of inspecting his site, lot, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards.

21. Unless sooner terminated or revoked by the Regional Forester, in accordance with the provisions of the permit, this permit shall expire and become void on 12/31/94, but a new permit to occupy and use the same National Forest land may be granted provided the permittee will comply with the then-existing laws and regulations governing the occupancy and the use of National Forest lands and shall have notified the Forest Supervisor not less than one (1) year prior to said date that such new permit is desired.

22. This permit is granted with the express understanding that should future location of Government improvements or road rights-of-way require the relocation of the permittee's improvements, such relocation will be done by the permittee at his expense within sixty (60) days following request to relocate.

23. This permit shall not be exclusive. The Forest Service reserves the right to use or permit others to use any part of the permitted area for any purpose, provided such use does not interfere with the rights and privileges hereby authorized.

24. This permit confers no right to the use of water by the permittee.

25. This permit may be terminated for non-payment of fees and/or any additional charges for late payment.

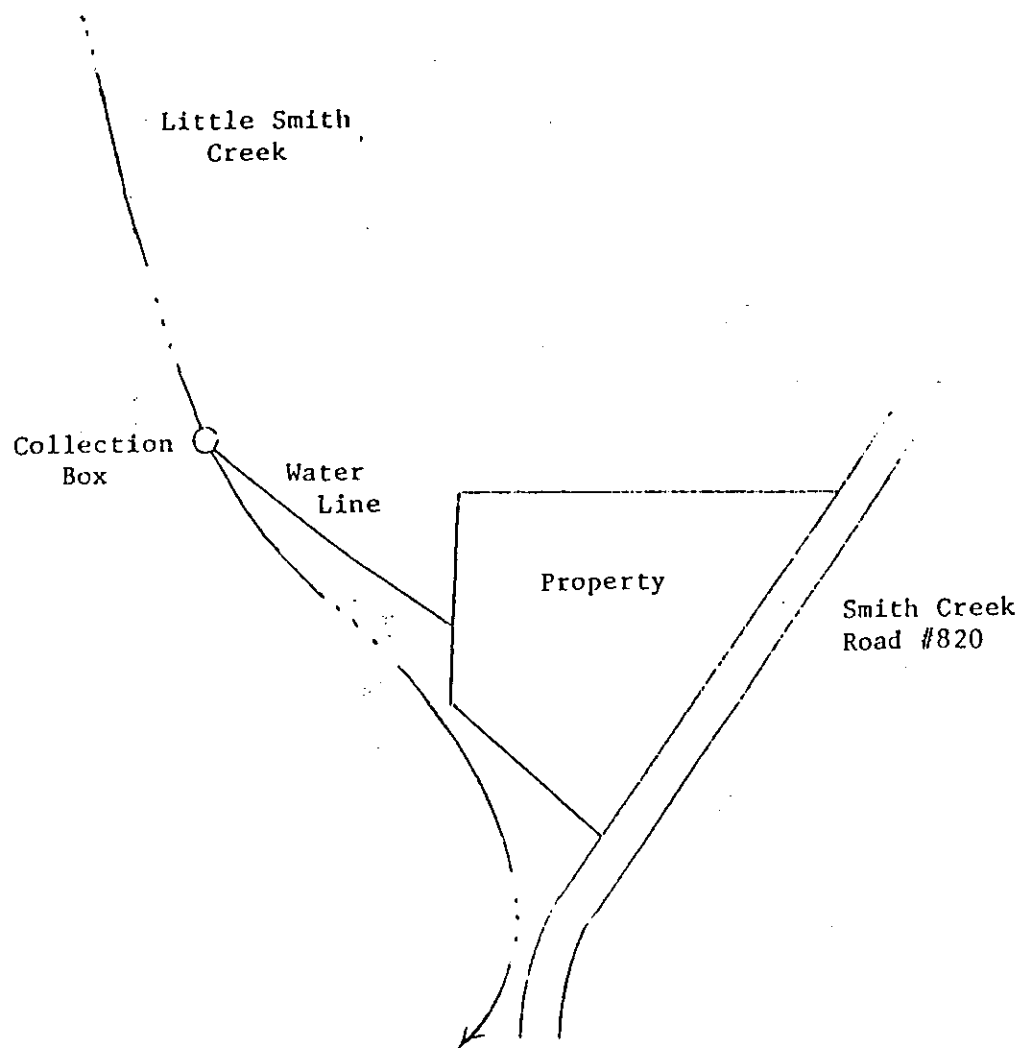
26. The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements.

27. No waste or byproducts shall be discharged if it contains any substances in concentrations which will result in substantial harm to fish and wildlife, or to human water supplies.

Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water, that would result in substantial harm to fish and wildlife or to human water supplies.

28. The permittee shall be responsible for the prevention and control of soil erosion and gullyng on the area covered by this permit and lands adjacent thereto, and shall provide preventive measures as required by specifications attached to and made a part of this permit.

HOME USE IRRIGATION SYSTEM



Collection Box - 1'x2'

Water Line - 100' of 2" pipe and 130' of 1½" pipe

USDA-Forest Service SPECIAL-USE APPLICATION AND REPORT (Ref.: FSM 2712, 36 CFR 251.54)		FOREST SERVICE USE ONLY			
INSTRUCTIONS		Date Received (mo/day/yr) <u>05/25/87</u>	Region Number <u>01</u>	State Code <u>46</u>	County Code <u>049</u>
Applicant should request a meeting with the Forest Service representative responsible for processing the application, prior to completing this form. This meeting will allow a discussion of the form's requirements and identify those items to be omitted.		Congressional Dist. Number <u>01</u>	Forest Code (Admin. Unit No.) <u>05</u>		Unit ID Symbol (NFFID No.) <u>0142</u>
		Ranger Dist. No. (Resp. Dist.) <u>05</u>	User Number <u>5527</u>		Kind of Use Code <u>913</u>
PART I—APPLICATION (Applicant Completes)					
1. Applicant Name and Address (include Zip Code) JIM & BERT STARNES HCR 75 BOX #105 KOOSKIA, IDAHO 83539		2. Authorized Agent Name, Title and Address (include Zip Code) if different from Item 1. _____		3. Area Code and Telephone Number a. Applicant's <u>(808) 996-0847</u> b. Authorized Agent's _____	
4. As applicant are you? (Mark one box with "X") a. ☒ Individual b. ☐ Corporation* c. ☐ Partnership/Association* d. ☐ State Government/State Agency e. ☐ Local Government f. ☐ Federal Agency * If marked "X", complete PART II.			5. Specify what application is for: (Mark one box with "X") a. ☒ New authorization* b. ☐ Renew existing authorization c. ☐ Amend existing authorization* d. ☐ Other* * If marked "X", provide details under Item 7.		
6. If you are an individual or partnership, are you also a citizen(s) of the United States? ☒ Yes ☐ No					
7. Describe in detail the land use, including: (a) type of use, activity, or facility; (b) related structures and facilities; (c) physical specifications (length, width, acres, etc.); (d) term of years needed; (e) time of year of use or operation; (f) duration and timing of construction; (g) temporary work areas needed for construction; and (h) anticipated need for future expansion. (If extra space is needed, use Page 3, REMARKS). a strip of Land approximately 230 feet Long by 2 feet wide in the NW 1/4, SE 1/4, Section 32, T33N, R6E, B.M. Idaho County, Idaho. To be used for irrigation of home lawn and garden. continue use of existing water collection box in Little Smith Creek and 230 feet of pipeline on ground surface					
8. Attach map covering area and show location of proposed use and/or furnish legal description of the land.					
9. Give statement of your technical and financial capability to construct, operate, and terminate the use for which authorization is requested, including the protection and restoration of Federal lands. (If extra space is needed, use page 3, REMARKS). Use has not caused any damage to Federal Lands in past. If use were to be discontinued no restoration would be needed.					

10a. Describe other reasonable alternative proposals considered.

Take water from stream where it flows through private property.

10b. Give explanation of why it is necessary to utilize Federal lands and why the alternatives in item 10a were not selected.

It is necessary to take water from farther up the stream to provide adequate pressure for irrigation.

11. Provide statement of need for proposed use, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits. (If extra space is needed, use page 3, REMARKS).

System needed to provide irrigation to keep Lawns green during summer. and is important for fire protection

12. Describe probable effects on the area population, including social and economic aspects, and rural lifestyles.

None

13. Describe likely environmental effects that the proposed use will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) control or structural change on any stream or other body of water; (e) existing noise levels; (f) land surface, including vegetation, permafrost, soil and soil stability; and (g) populations of fish, plant, wildlife and marine life, including threatened and endangered species. (If extra space is needed, use page 3, REMARKS).

Use should have no environmental effects. that would adversely affect the surrounding area.

14. Describe what actions will be taken to protect the environment from the effects of the proposed use.

15. Name all Federal, State, County or other department(s)/agency(ies) where an application for this is being filed. Attach appropriate license, building permit, certificate or other approval document.

U.S. Forest Service

I HEREBY CERTIFY, that I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and that this information is correct to the best of my knowledge.

16a. Applicant's Signature (Sign in ink)

Bert Starnes

16b. Date

5-5-87

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

PART II—SUPPLEMENTAL INFORMATION (Applicant Completes)

	MARK "X" IN APPROPRIATE BOX BELOW	
I—PRIVATE CORPORATIONS	ATTACHED	FILED*
a. Articles of Incorporation	☐	☐
b. Corporation Bylaws	☐	☐
c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State.	☐	☐
d. Copy of resolution authorizing filing	☐	☐
e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.	☐	☐
f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications.	☐	☐
g. If proposed land use involves other Federal lands identify each agency impacted by proposal.	☐	☐

II—PUBLIC CORPORATIONS

a. Copy of law forming corporation	☐	☐
b. Proof of organization	☐	☐
c. Copy of Bylaws	☐	☐
d. Copy of resolution authorizing filing	☐	☐
e. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.	☐	☐

III—PARTNERSHIP OR OTHER UNINCORPORATED ENTITY

a. Articles of association, if any	☐	☐
b. If one partner is authorized to sign, resolution authorizing action is	☐	☐
c. Name and address of each participant, partner, association, or other	☐	☐
d. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.	☐	☐

* If the required information is already filed with the Forest Service and is current, check box titled "Filed." Provide the file identification information (e.g., number, date, code, name and office at which filed). If not on file or current, attach requested information.

REMARKS: (This space is provided for more detailed responses to PART I.) Please indicate the item numbers to which these responses apply. Attach sheets, if additional space is needed.

PART III—REPORT ON APPLICATION (Forest Officer Completes)

1. General description of the area and adaptability for the proposed use. Outline area on separate map if needed to clarify proposed use.

The proposed use has existed for many years with no apparent problems. The collection box and pipeline are very inconspicuous. If use were discontinued removal would be quite simple. There has been no alteration of Landscape.

2. If previously under authorization indicate:

a. Name of Holder

b. Date Authorized

c. Date Closed

James T. & Jill L. Williams

4/16/84

3. Describe any encumbrances on the land, such as withdrawals, power projects, easements, rights-of-way, mining claims, leases, etc. Show on map provided.

None

4. State approximate amount and kinds of timber to be cut, recommended stumpage prices, method of scaling; include recommendation on disposal of merchantable timber: (a) to holder at current damage appraisal or (b) to others than holder under regular timber sale procedure.

None

5a. Will proposed use conform to Forest Land and Resource Management Plan?

☒ Yes

☐ No

b. Has an Environmental Assessment been prepared?

☐ Yes (Attach)

☒ No

c. Has an Environmental Impact Statement (P.L. 91-190, 42 USC 4321) been prepared?

☐ Yes (Attach)

☒ No

(Note: If "No" is marked with an "X" in any of the above questions, explain in item 6 below.)

6. Recommendations, including any factors which might affect the granting of the authorization or future use of the land.

Recommend approval of permit. Recommend 10 year permit period.

7. List mandatory and optional clauses which should be made a part of this authorization (See FSM 2780).

*A-6 Late payment / interest charge
B-8 Indemnification of United States
B-24 Risks & Hazards
E-2 Long Term Use*

*X-3 Implied Permission
X-33 Improvement Relocation
X-49 Non exclusive use
X-74 Water Rights*

*D-2 Water Pollution
D-3 Aesthetic
D-15 Pollution
X-19 Area Access*

*B26-1 Hatch
Safety etc*

8. Fee recommendation (Describe here or on computation sheet attached).

See attached Computation sheet.

Recommend \$85.00 minimum fee rate

9a. RECOMMEND Approval* or Disapproval*

b. Signature (Sign in ink)

c. Title

d. Date

*James T. Williams
FOR SON BLENCE*

5/27/87

10a. FINAL Approval* or Disapproval*

b. Signature (Sign in ink)

c. Title

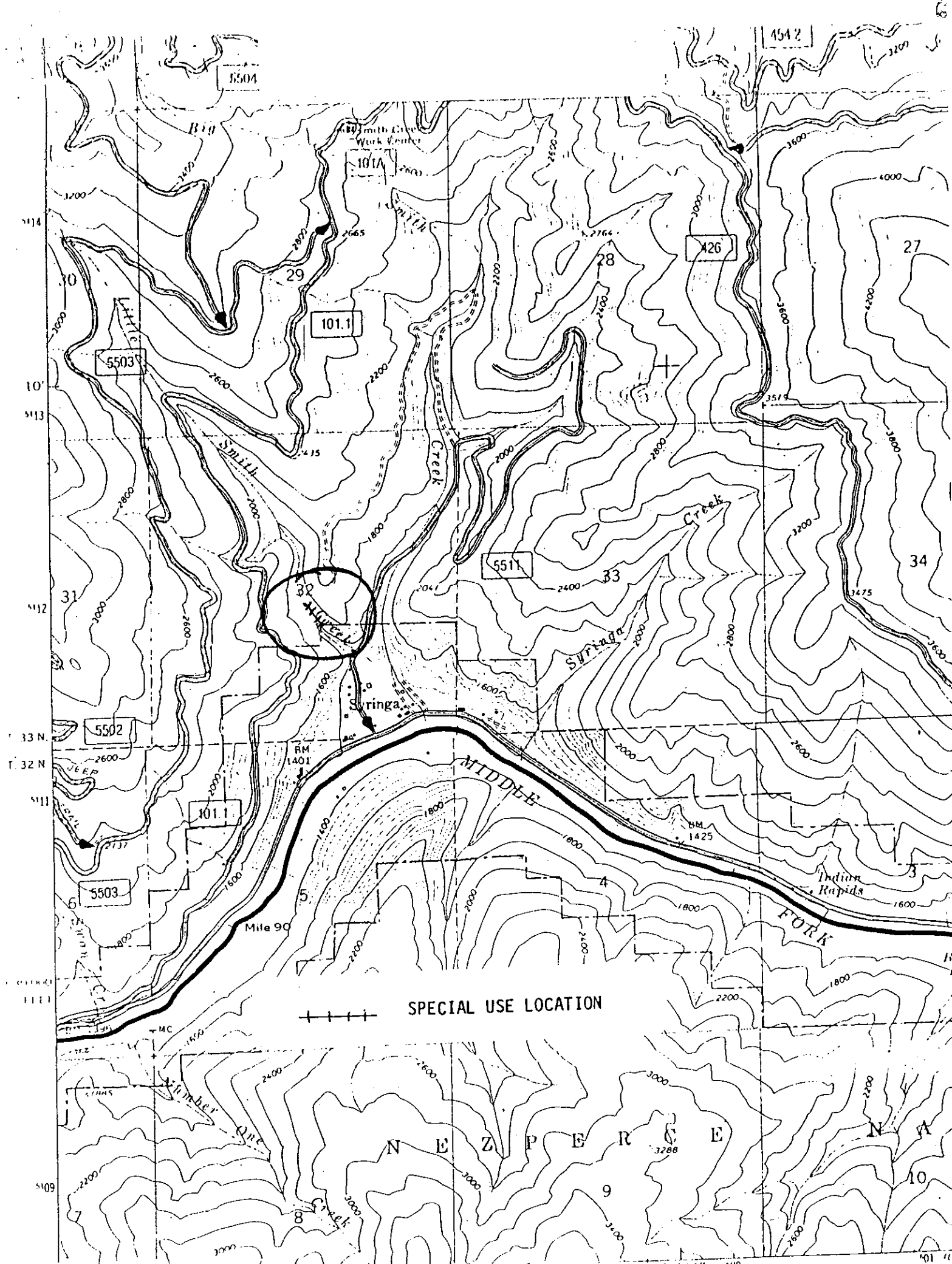
d. Date

Robert E. [Signature]

Forest Engineer

6/18/87

* Delete one by lining it out.



US Dept. of Agriculture Forest Service	a. Record No. (1-2) <u>70</u>	b. Region (3-4) <u>01</u>	c. Forest (5-6) <u>05</u> Cleawater
SPECIAL USE PERMIT	d. District (7-8) <u>05</u> Lochsa	e. User No. (9-12) <u>5527</u>	f. Kind of Use (13-15) <u>916</u>
This permit is revocable and nontransferable (Ref. FSM 2710)	g. State 16-17) <u>16</u> Idaho	h. County (18-20) <u>049</u> Idaho	k. Card no. (21) <u>1</u>

Permission is hereby granted to Jim and Bert Starnes
of HCR 75, Box 105, Kooskia, ID 83539
hereinafter called the holder, to use subject to the conditions set out
below, the following described lands or improvements:

A strip of land approximately 230 feet long by 2 feet wide in the NW 1/4,
SE 1/4, Section 32, T33N, R6E, B.M., Idaho County, Idaho. (See attached maps).

This permit covers .01 acres and/or N/A miles and is issued for the
purpose of:

Placing a water collection box in Little Smith Creek and laying approximately
230 feet of pipeline on the ground surface for the purpose of lawn and garden
irrigation for personal use.

1. Construction or occupancy and use under this permit shall begin within
NA months, and construction, if any, shall be completed within NA
months, from the date of the permit. This use shall be actually exercised at
least 180 days each year, unless otherwise authorized in writing.

2. In consideration for this use, the holder shall pay to the Forest Service
U.S. Department of Agriculture, the sum of twenty five -----Dollars
(\$ 25.00) for the period from January 1 1987, to December 31 1987, and
thereafter annually on January 1
Twenty-five -----Dollars (\$ 25.00):

Provided, however, Charges for this use may be made or readjusted whenever
necessary to place the charges on a basis commensurate with the value of use
authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to
conditions 18 to 30 attached hereto and made a part of this permit.

HOLDER X	Name of holder <u>Bert Starnes</u> 6-3-87	~~Signature of Authorized Officer~~	
	Name and Signature <u>James C. Bates</u>	Title <u>Permittee</u>	Date: <u>6/19/87</u>
ISSUING OFFICER	<u>JAMES C. BATES</u>	Forest Supervisor	Date: <u>6/19/87</u>

4. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the Forest Supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the holder as follows: Merchantable timber at appraised value; 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 other 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 forest officer in charge.

5. The holder shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

7. The holder is exercising the privileges granted by this permit, shall comply 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.

8. The holder shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

9. The holder shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the holder, or by agents or employees of the holder acting within the scope of their agency or employment.

10. The holder shall fully repair all damage, other than ordinary wear and tear, to National Forest roads and trails caused by the holder in the exercise of the privilege granted by this permit.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

12. Upon abandonment, termination, revocation, or cancellation of this permit, the holder shall remove within reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the holder fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the holder of liability for the cost of their removal and restoration of the site.

13. This permit is not transferable. If the holder through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided is qualified as a holder and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

14. In case of change of address, the holder shall immediately notify the Forest Supervisor.

15. The temporary use and occupancy of the premises and improvements herein described may be sublet by the holder to third parties only with the prior written approval of the Forest Supervisor but the holder shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

16. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Regional Forester or the Chief, Forest Service.

17. In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provisions thereof, the following clauses will control.

18. LATE PAYMENT INTEREST CHARGE: Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 USC 3101, et. seq., and regulations at 7 CFR Part 3, Subpart B, an interest charge shall be assessed on any payment not made by the payment due date. Interest shall be assessed using the most current rate prescribed by the United States Department of the Treasury's Fiscal Requirements Manual (TFRM-6-8020.20). Interest shall accrue from the date the payment was due. In addition, the cost of processing and handling the overdue payment shall be added to the amount due.

A penalty of 6 percent per year shall be assessed on any payment overdue in excess of 90 days from the payment due date.

Payments will be credited on the date received by the designated collection officer or deposit location. If the payment due date(s) falls on a nonworkday, the interest and penalty charges shall not apply until the close of business of the next workday.

19. INDEMNIFICATION OF UNITED STATES: The holder shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit.

20. RISKS AND HAZARDS: Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomena in the Forest that present risks which the holder assumes. The holder has responsibility of inspecting the site, lot, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions and, after securing permission from the Forest Service, of removing such hazards.

21. 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 collection box and irrigation 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.

22. WATER POLLUTION: No waste or byproduct shall be discharged into water if it contains any substance in concentrations which will result in harm to fish and wildlife, or to human water supplies.

Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters or channels leading into water, that would result in harm to fish and wildlife or to human water supplies.

23. 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.

24. POLLUTION: The holder shall take reasonable precautions to prevent pollution of or deterioration of lands or waters which may result from the exercise of the privileges extended by this permit. In particular, the holder shall at all times comply with applicable local, State, and Federal requirements for pollution abatement. Failure of the holder to so comply may result in termination or suspension of this authorization.

25. LONG-TERM USE: Unless sooner terminated or revoked by the authorized officer, in accordance with the provisions of the authorization, this authorization shall expire and become void on December 31, 1991, but a new special-use authorization to occupy and use the same National Forest System land may be granted provided the holder will comply with the then-existing laws and regulations governing the occupancy and use of National Forest lands and shall have notified the authorized officer not less than 3 months prior to said date that such new authorization is desired.

26. IMPLIED PERMISSION: Nothing in this permit shall be construed to imply permission to build or maintain any structure not specifically named on the face of this permit, or approved by the authorized officer in the form of a new permit or permit amendment.

27. AREA ACCESS: The holder agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the holder of the privileges thereof.

28. 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.

29. NONEXCLUSIVE USE: This permit is not exclusive; that is, the Forest Service reserves the right to use or permit others to use any part of the permitted area for any purpose, provided such use does not interfere with the rights and privileges hereby authorized.

30. WATER RIGHTS: This permit confers no right to the use of water by the holder.

2-2-93 Jn SO

USDA-Forest Service SPECIAL-USE APPLICATION AND REPORT (Ref:FSM 2712,36 CFR 251.54)	Forest Service Use Only			
	Date Received 01/11/93	Region No. 01	State Code 16	County Code 049
	Congressional Dist. Number 01	Forest Code (Admin. Unit No.) 05	Unit ID Symbol (NFFID No.) 0142	
	Ranger Dist. No. (Resp. Dist.) 05	User Number 5527 01	Kind of Use Code 913	

Instructions
Applicant should request a meeting with the Forest Service representative responsible for processing the application, prior to completing this form. This meeting will allow a discussion of the form's requirements and identify those items to be omitted.

PART 1 - APPLICATION (Applicant Completes)

1. Applicant Name and Address (include Zip Code) Jim & Bert Starnes HCR 75, Box 105 Kooskia, ID 83539	2. Authorized Agent Name, Title and Address (include Zip Code) if different from Item 1.	3. Area Code and Telephone No. a. Applicant's: (208) 936-0847 b. Authorized Agent's:
4. As applicant are You? (Mark one with "X") a. ☒ Individual b. ☐ Corporation * c. ☐ Partnership/Association * d. ☐ State Government/State Agency e. ☐ Local Government f. ☐ Federal Agency *If marked "X", complete PART II.	5. Specify what application is for: (Mark one with "X") a. ☐ New authorization * b. ☒ Renew existing authorization c. ☐ Amend existing authorization * d. ☐ Other * *If marked "X", provide details under item 7.	

6. If you are an individual or partnership, are you also a citizen(s) of the United States? ☒ Yes ☐ No

7. Describe in detail the land use, including: (a) type of use, activity or facility; (b) related structures and facilities; (c) physical specifications (length, width, acres, etc.); (d) term of years needed; (e) time of year of use or operation; (f) duration and timing of construction; (g) temporary work areas needed for construction; and (h) anticipated need for future expansion. (If extra space is needed, use Page 3, REMARKS).

a Strip of Land approximately 230 feet Long by 2 feet wide in the NW 1/4, SE 1/4, Section 32, T33N, R6E, B.M., Idaho County Idaho.

Continued use of water collection box in Little Smith Creek and water distribution line to Starnes property adjacent to National Forest land. To be used for irrigation and fire protection

8. Attach map covering area and show location of proposed use and/or furnish legal description of the land.

Map attached

9. Give statement of your technical and financial capability to construct, operate, and terminate the use for which authorization is requested, including the protection and restoration of Federal lands. (If extra space is needed, use page 3, REMARKS).

Water collection box is small wood box in the stream and distribution line is black plastic pipe rolled out on surface of ground. The use is causing no disturbance to soil or vegetation.

10a. Describe other reasonable alternative proposals considered.

Take water from the stream where it flows through the Starnes Property.

10b. Give explanation of why it is necessary to utilize Federal lands and why the alternatives in 10a were not selected

It is necessary to draw water from farther upstream to provide adequate pressure for irrigation.

11. Provide statement of need for proposed use, including the economic feasibility and items such as: (a) cost of proposal (construction, operation, and maintenance); (b) estimated cost of next best alternative; and (c) expected public benefits. (If extra space is needed, use page 3, REMARKS).

The home water system is inadequate to provide needed irrigation water for garden and lawn and fire protection

12. Describe probable effects on the area population, including social and economic aspects, and rural lifestyles.

None

13. Describe likely environmental effects that the proposed use will have on: (a) air quality; (b) visual impact; (c) surface and ground water quality and quantity; (d) control or structural change on any stream or other body of water; (e) existing noise levels; (f) land surface, including vegetation, permafrost, soil and soil stability; and (g) populations of fish, plant, wildlife and marine life, including threatened and endangered species. (If extra space is needed, use page 3, REMARKS).

None

14. Describe what actions will be taken to protect the environment from the effects of the proposed use.

None needed

15. Name all Federal, State, County or other department(s)/agency(ies) where an application for this is being filed. Attach appropriate license, building permit, certificate or other approval document.

USDA Forest Service

I HEREBY CERTIFY, that I am of legal age and authorized to do business in the State and that I have personally examined the information contained in the application and that this information is correct to the best of my knowledge

16a. Applicant's Signature (Sign in Ink)

Bert Starnes

16b. Date

1-11-93

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

PART II - SUPPLEMENTAL INFORMATION (Applicant Complete)

MARK "X" IN APPROPRIATE
BOX BELOW

I - PRIVATE CORPORATION

ATTACHED

FILED *

a. Articles of Incorporation

b. Corporation Bylaws

c. A certification from the State showing the corporation is in good standing and is entitled to operate within the State.

d. Copy of resolution authorizing filing

e. The name and address of each shareholder owning 3 percent or more of the shares, together with the number and percentage of any class of voting shares of the entity which such shareholder is authorized to vote and the name and address of each affiliate of the entity together with, in the case of an affiliate controlled by the entity, the number of shares and the percentage of any class of voting stock of that affiliate owned, directly or indirectly, by that entity, and in the case of an affiliate which controls that entity, the number of shares and the percentage of any class of voting stock of that entity owned, directly or indirectly, by the affiliate.

f. If application is for an oil or gas pipeline, describe any related right-of-way or temporary use permit applications, and identify previous applications.

g. If proposed land use involves other Federal lands identify each agency impacted by proposal.

II - PUBLIC CORPORATIONS

a. Copy of law forming corporation

b. Proof of organization

c. Copy of Bylaws

d. Copy of resolution authorizing filing

e. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.

III - PARTNERSHIP OR OTHER UNINCORPORATED ENTITY

a. Articles of association, if any

b. If one partner is authorized to sign, resolution authorizing action is

c. Name and address of each participant, partner, association, or other

d. If application is for an oil or gas pipeline, provide information required by Item "I-f" and "I-g" above.

* If the required information is already filed with the Forest Service and is current, check box titled "Filed". Provide the file identification information (e.g., number, date, code, name and office at which filed). If not on file or current, attach requested information.

REMARKS: (This space is provided for more detailed responses to PART I.) Please indicate the item numbers to which these responses apply. Attach sheets, if additional space is needed.

NA

PART III - REPORT ON APPLICATION (Forest Officer Completes)

1. General description of the area and adaptability for the proposed use. Outline area on separate map if needed to clarify proposed use.

Water is collected into a 1/2" plastic pipe on National Forest Land approximately 230 feet above the Starnes property and run to the property for irrigation and fire protection. The pipe is pulled out of the stream in winter

2. If previously under authorization indicate:

a. Name of Holder

b. Date Authorized

c. Date Closed

Jim & Bert Starnes

6-19-87

12-31-91

3. Describe any encumbrances on the land, such as withdrawals, power projects, easements, right-of-way, mining claims leases, etc. Show on map provided.

None

4. State approximate amount and kinds of timber to be cut, recommended stumpage prices, method of scaling; include recommendation on disposal of merchantable timber: (a) to holder at current damage appraisal or (b) to others than holder under regular timber sale procedure.

None

5a. Will proposed use conform to Forest Land and Resource Management Plan?

☒ Yes

☐ No

b. Has an Environmental Assessment been prepared?

☐ Yes (Attach)

☐ No

c. Has an Environmental Impact Statement (P.L. 91-190, 42 USC 4321) been prepared?

☐ Yes (Attach)

☒ No

(Note: if "No" is marked with an "X" in any of the above questions, explain in Item 6 below)

6. Recommendations, including any factors which might affect the granting of the authorization or future use of the land.

Recommend issuing a Special Use Permit to continue the existing use for another 10 year period.

7. List mandatory and optional clauses which should be made a part of this authorization (See FSM 2780).

See attached Sample Permit

8. Fee recommendation (Describe) here or on computation sheet attached).

See attached Fee Computation Sheet

9a. RECOMMEND Approval *

b. Signature (Sign in ink)

c. Title
District Rep.

d. Date
1/21/93

10.a FINAL Approval *
Disapproval *

b. Signature (Sign in ink)

c. Title for
Forest Supervisor

d. Date
2/18/93

* Delete one by lining it out.

(04/92)

U. S. DEPARTMENT OF AGRICULTURE Forest Service SPECIAL-USE PERMIT <u>AUTHORITY</u> Federal Land Policy and Management Act of October 21, 1976	Holder No. <u>5527 - 01</u>	Issue Date _____	Expir. Date <u>12-31-2002</u>
	Type Site(s) <u>913 - 935</u>	Authority <u>676</u>	Auth. Type <u>022</u>
	Region - Forest - Dist <u>01</u> <u>05</u> <u>05</u>		State - County <u>16</u> <u>049</u>
	Cong. Dist. <u>01</u>	Latitude <u>46-19-24</u>	Longitude <u>115-43-54</u>

JIM AND BERT STARNES of HCR 75, BOX 105 KOOSKIA, ID 83539

(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 Clearwater National Forest.

This permit covers .01 acres or a 2' x 230' strip of land located in the NW 1/4 SE 1/4, Section 32, T33N, R6E, B.M. as shown on the location map attached to and made a part of this permit, and is issued for the purpose of:

USING AN ESTABLISHED WATER COLLECTION BOX IN LITTLE SMITH CREEK AND
WATER DISTRIBUTION LINE FOR IRRIGATION AND FIRE PROTECTION.

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

TERMS AND CONDITIONS

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

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

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

C. License. This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U.S.C. 611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

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

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

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

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

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

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

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

II. TENURE AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on December 31, 2002. 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 180 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 of the improvements 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, cleanup of hazardous substances, or other costs associated with rehabilitation or restoration of natural resources, associated with the holder's use or occupancy without regard to the holder's negligence. 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.

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

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

V. TERMINATION, REVOCATION, AND SUSPENSION

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

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

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

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

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

1. Noncompliance with Federal, State, or local laws and regulations.
2. Noncompliance with the terms and conditions of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to otherwise exercise the privileges granted.
5. Continued use of the authorized area, privileges, or facilities thereon during suspension may result in cancellation of the authorization.

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. The holder shall pay annually in advance to the Forest Service, Department of Agriculture, the fair market value of the use granted by this authorization. Using the Forest Service's 1993 Linear Right-of-Way Fee Schedule this annual fee is determined to be \$ 45.00 (forty five and 00/100 dollars) for the period from January 1, 1993, through December 31, 1993, and subsequently due annually on or before December 31. The Forest Service may adjust the amount of payment annually by an appropriate factor to reflect more nearly the fair market value of the use, and at certain intervals the Forest Service shall revise and adjust the fee as necessary to assure that it is commensurate with the rights and privileges authorized as determined by appraisal or other sound management principles. This authorization shall terminate upon the holder's failure to make the annual payment, the late payment charge, and any other charges when due.

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 due the United States for this use shall be deposited at: Unit Collection Officer
Northern Region File #51653
PO Box 60000
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 nonwork day, the charges shall not apply until the close of business on the next workday.

D. Late Payment Interest. Pursuant to the Federal Claims Collection Act of 1966, as amended, 31 USC 3101, et seq., and regulations at 7 CFR Part 3, Subpart B, 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 termination pursuant to provisions VI (A) of this permit, 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 distribution line permit, 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.
- F. 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.
- G. WATER RIGHTS: This permit confers no right to the use of water by the holder.
- H. ANNUAL FEE SCHEDULE AND ADJUSTMENTS: The holder shall pay annually in advance to the Forest Service, Department of Agriculture, the fair market value of the use granted by this authorization. Using the Forest Service's 1993 Linear Right-of-Way Fee Schedule this annual fee is determined to be \$ 45.00 (forty five and 00/100 dollars) for the period from January 1, 1993, through December 31, 1993, and subsequently due annually on or before December 31. The Forest Service may adjust the amount of payment annually by an appropriate factor to reflect more nearly the fair market value of the use, and at certain intervals the Forest Service shall revise and adjust the fee as necessary to assure that it is commensurate with the rights and privileges authorized as determined by appraisal or other sound business management

principles. This authorization shall terminate upon the holder's failure to make the annual payment, the late payment charge, and any other charges when due.

The holder shall pay an interest charge on any fee amount not paid by the payment due date.

Interest shall be assessed using the most current rate prescribed by the U.S. Department of Treasury Financial Manual (TFM-6-8020). Interest shall accrue from the date the fee payment was due. In addition, certain processing and handling administrative costs may be assessed in the event the account becomes delinquent and added to the amounts due.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date(s) for any of the above payments or fee calculation statements fall on a nonworkday, the charges shall not apply until the close of business of the next workday.

I. NONPAYMENT OF FEES AND CHARGES: This authorization shall terminate upon the holder's failure to make the annual fee payment, the late payment charge, and any other charges when due.

J. PERIODIC INSPECTIONS: The holder understands that periodic inspections by and for the Forest Service are necessary for monitoring special-use authorization compliance. Therefore, the holder agrees to make the authorized premises, improvements, facilities and activities available and accessible for inspection by, and on behalf of, the Forest Officer in Charge and/or any other duly authorized official.

K. 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.

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

HOLDER

NAME: JIM AND BERT STARNES

BY: Bert Starnes

(Holder Signature)

DATE: 3-1-93

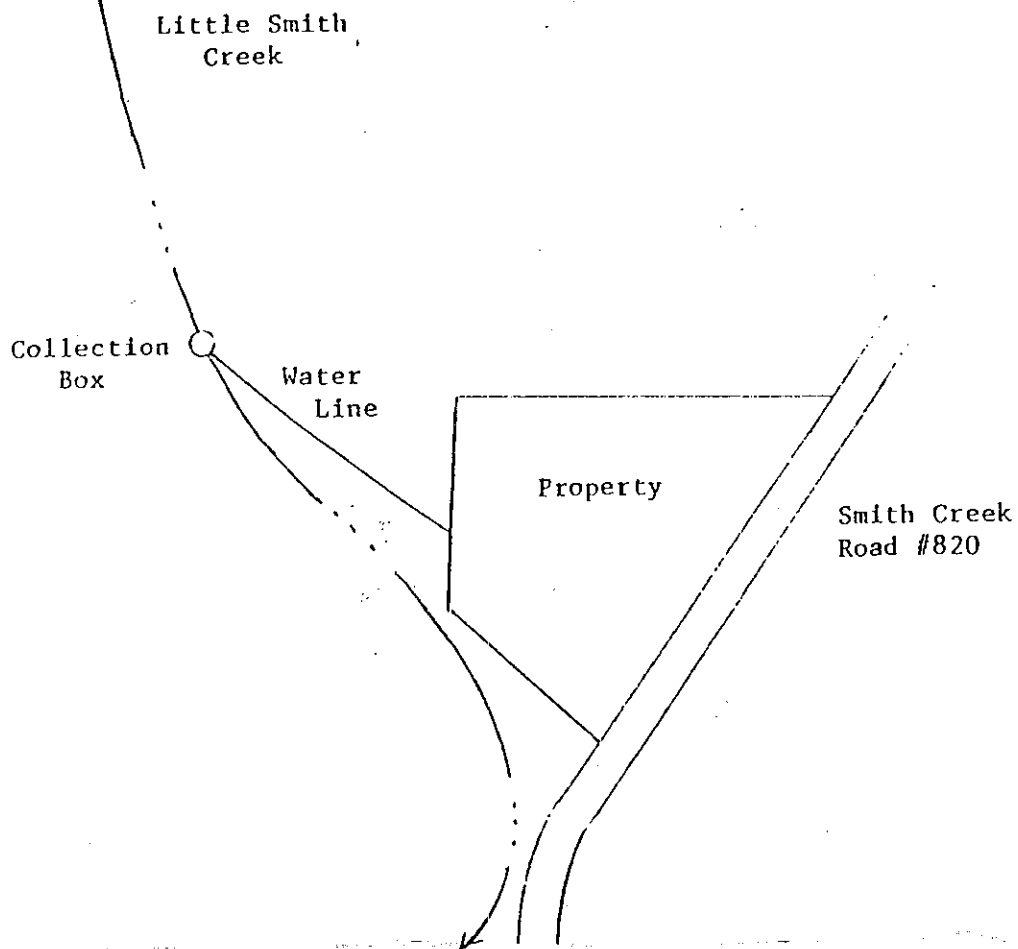
U. S. DEPARTMENT OF AGRICULTURE
Forest Service

BY: RJ Boston

Title: for Forest Supervisor

DATE: 3/15/93

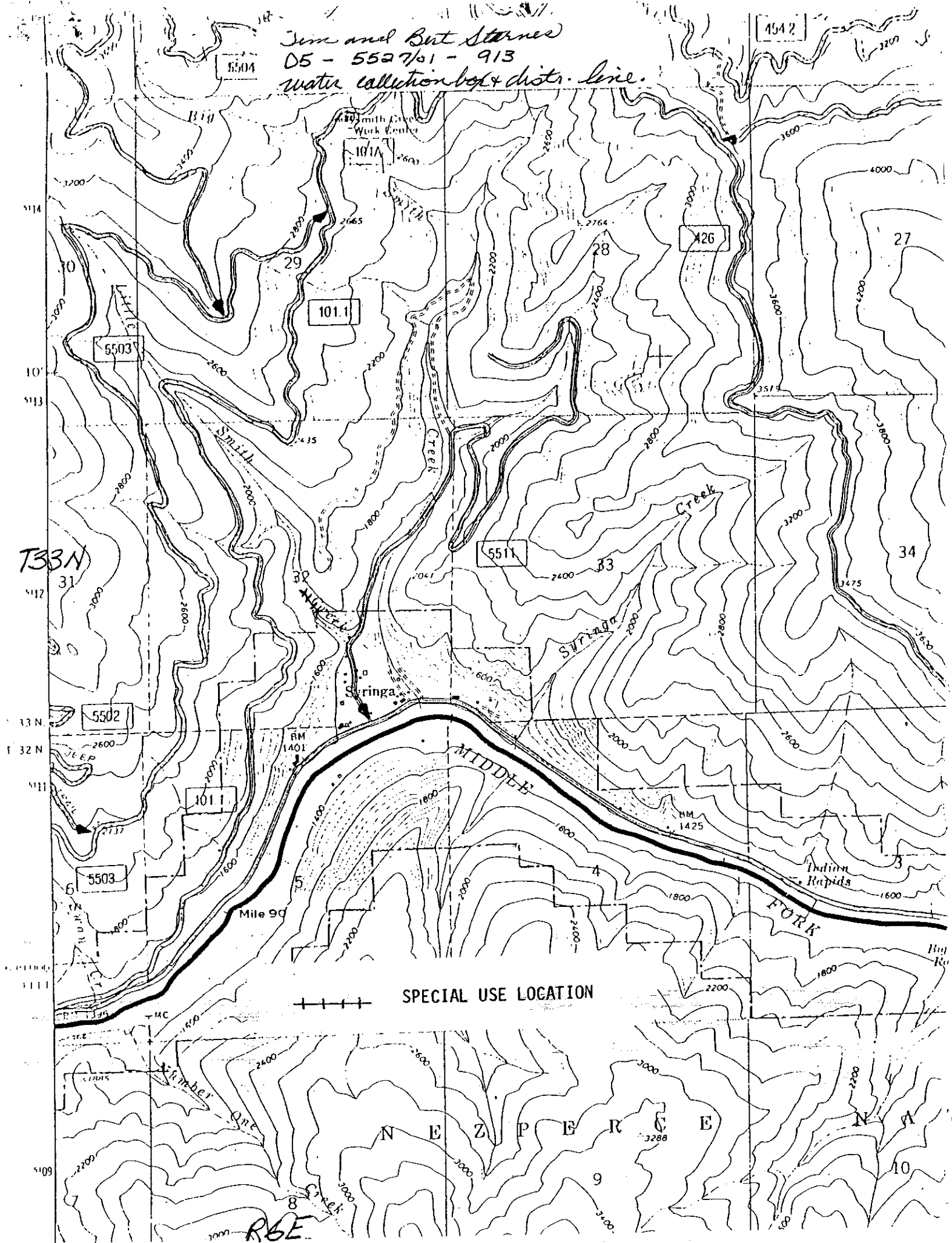
HOME USE IRRIGATION SYSTEM



Collection Box - 1'x2'

Water Line - 100' of 2" pipe and 130' of 1½" pipe

Jim and Bert Starnes
05 - 552701 - 913
water collection box & distr. line.



Authorization ID LOC61
Contact ID; STARNES,JB
Expiration Date: 12/31/2012

FS-2700-4 (8/99)
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

JIM AND BERT STARNES of HCR 75, Box 105, Kooskia, ID 83539 (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 Clearwater National Forest of the National Forest System.

This permit covers .01 acres, and is described as a strip of land 230 feet in length and 2 feet wide in the NW1/4, SE1/4, Section 32, T33N, R6E, Boise Meridian, Idaho County, State of Idaho as shown on the location map (Exhibit A) attached to and made a part of this permit, and is issued for the purpose of:

Using an established water collection box in Little Smith Creek, and water distribution line for irrigation and fire protection.

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. Forest Service Representative. The District Ranger, Lochsa Ranger District, Telephone No. 926-4275, 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

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 ceases 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.

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

II. TENURE AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on 12-31-2012. 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.

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, Control, 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 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 party who acquires ownership of, or a controlling interest in, the improvements or business entity.

G. Historical-Archaeological-Paleontological Discoveries. If during activities conducted under this authorization, items of significant historical, archaeological or paleontological interest, or human skeletal remains are discovered, or a known or unknown deposit of such items may be or 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.

H. Improvement Relocation. 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.

I. Removal and Planting of Vegetation and Other Resources. The holder shall obtain prior written approval from the authorized officer before removing or altering vegetation or other resources. The holder shall obtain prior written approval from the authorized officer before planting trees, shrubs, or other vegetation within the authorized area.

J. Superseded Authorization. This authorization supersedes a special-use authorization designated: Jim and Bert Starnes, 03-15-1993

K. Information From Holders. 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).

IV. LIABILITY

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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. Nonpayment of Fees and Charges. This authorization shall terminate upon the holder's failure to make the annual fee payment, the late payment charge, and any other charges when due.

B. Minimum Fee. The holder shall pay annually, in advance, to the Forest Service, U.S. Department of Agriculture, the sum of \$ 55.00 (Fifty Five and no/100 Dollars), for the period from January 1, 2003, through December 31, 2012, and annually thereafter on or before January 1; a sum determined to be the Northern Region minimum fee placed into effect as of January 1, 1991; Provided however, that the charges for this use may be readjusted whenever necessary to place the charges on a basis commensurate with the value of the use authorized. This minimum fee shall be adjusted by an appropriate factor at the beginning of each 5-year period following the 1991 implementation date and the adjusted fee shall be effective through the succeeding 5-year period. This authorization shall terminate upon the holder's failure to make the annual payment, the late payment charge, and any other charges when due.

The holder shall pay an interest charge on any fee amount not paid by the payment due date.

Interest shall be assessed using the most current rate prescribed by the U.S. Department of Treasury Financial Manual (TFM-6-8020). Interest shall accrue from the date the payment was due. In addition, certain processing and handling administrative costs may be assessed in the event the account becomes delinquent and added to the amounts due.

A penalty of 6 percent per year shall be assessed on any fee amount overdue in excess of 90 days from the due date of the first billing.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date(s) for any of the above payments or fee calculation statement fall on a nonworkday, the charges shall not apply until the close of business of the next workday.

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 USDA - FS, C/O Bank of America, File 71652, P.O. Box 60000, San Francisco, CA 94160-1652, 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, 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.

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.

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

JIM AND BERT STARNES

By: James Starnes
Bert Starnes
Holder Signature and Title

HCR 75, Box 105
Kooskia, ID 83539

Date: 1-30-03

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

By: Larry J. Dawson
LARRY J. DAWSON

Larry J Dawson
Forest Supervisor

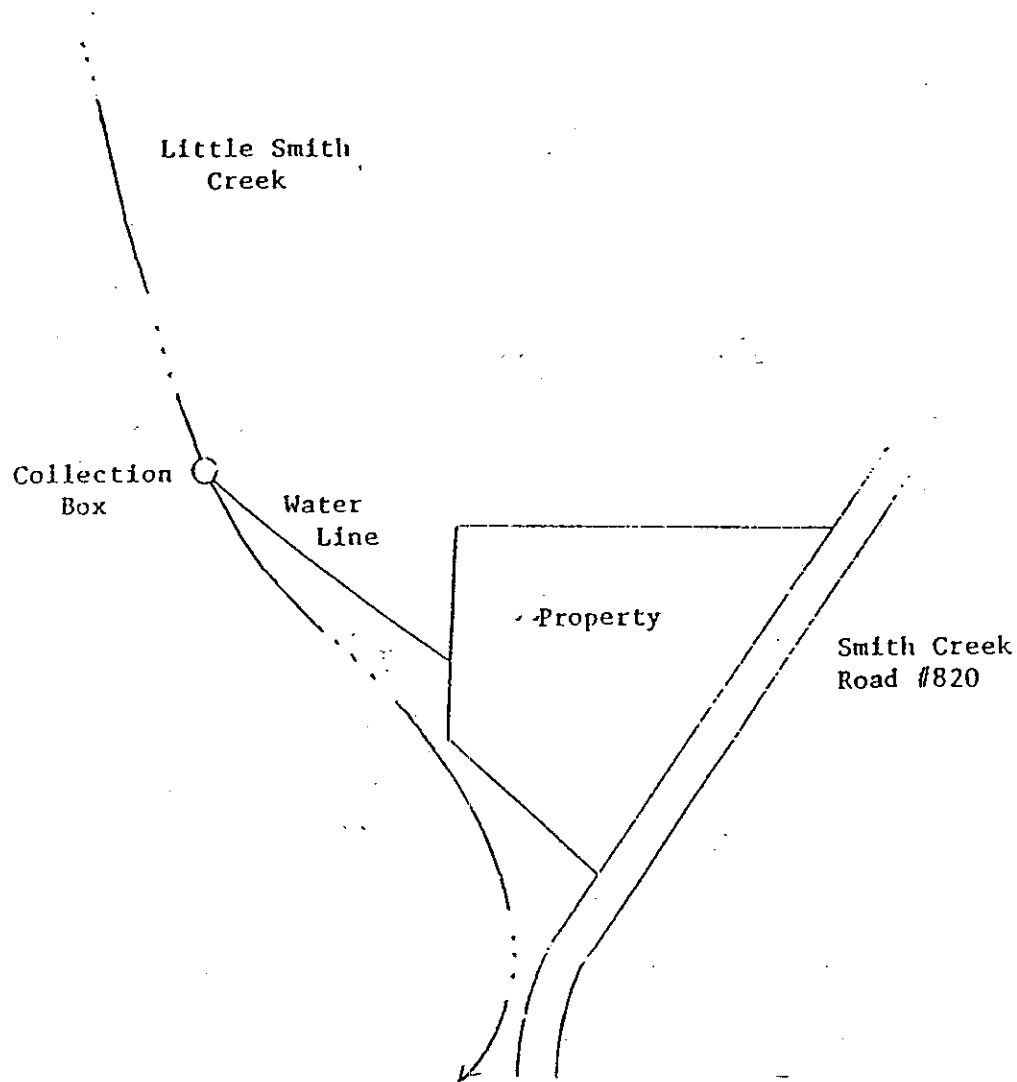
Date: 2/5/03

According to the Paperwork Reduction Act of 1995, no persons are 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.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archaeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

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 Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

HOME USE IRRIGATION SYSTEM

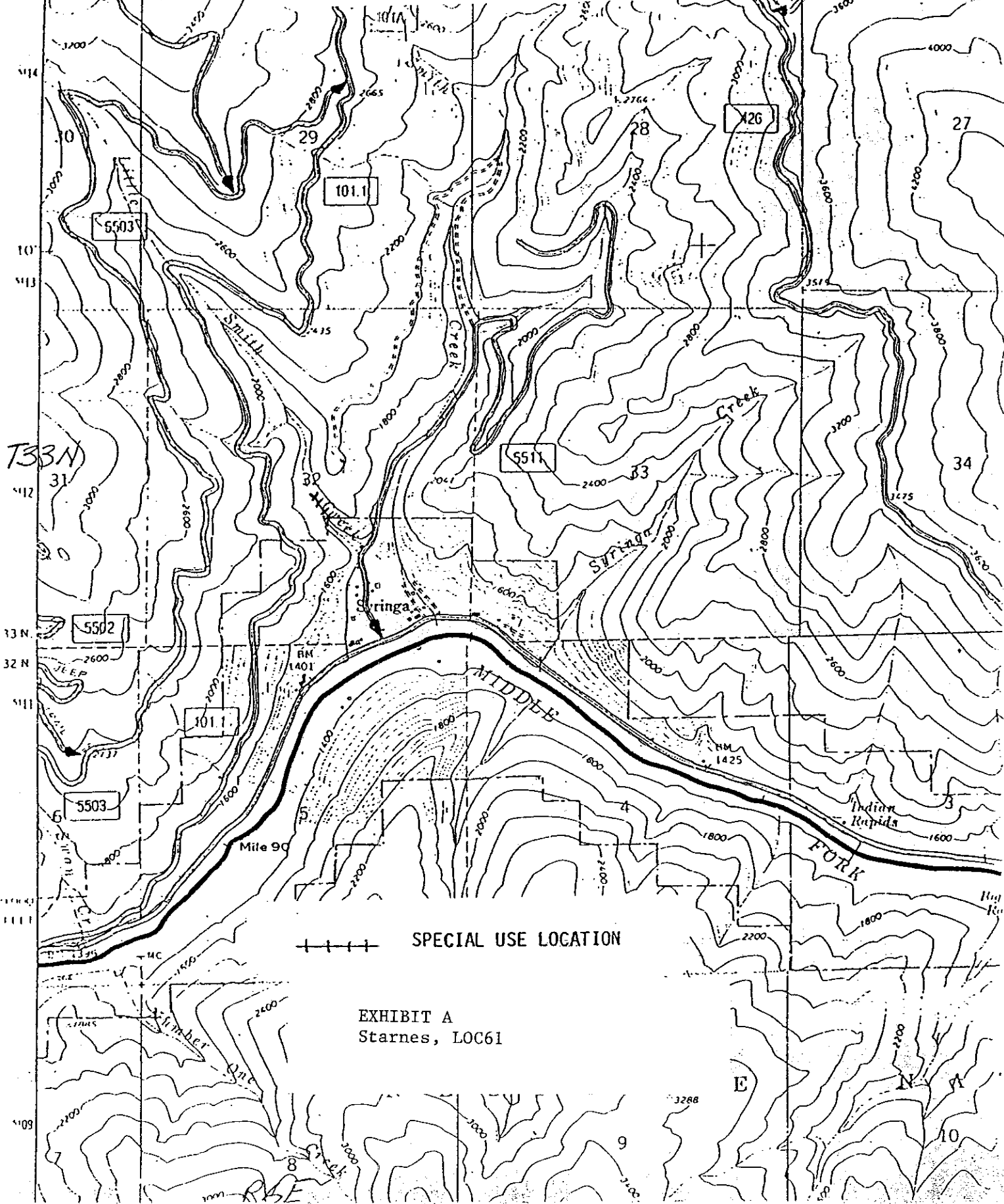


Collection Box - 1'x2'

Water Line - 100' of 2" pipe and 130' of 1½" pipe

Jim and Bert Starnes, LOC61

JIM AND BERT STARNES
SPECIAL USE PERMIT LOC61
Water collection box and
distribution line



Memorandum

To: Jim and Bert Starnes

CC:

From: Zilia Lewis, Lochsa Ranger District, Kamiah Office

Date: 2/14/2003

Re: Special Use Permit

Enclosed is your executed copy of your special use permit for a water collection box in Little Smith Creek and a water distribution line for irrigation and fire protection. In accordance with clause II-A the permit will expire on December 31, 2012.

USDA FOREST SERVICE
BILL FOR COLLECTION

1. BILL DATE: 11/18/2004 PAGE: 1 OF 1

ENCLOSE A COPY OF THIS BILL WITH YOUR CHECK OR MONEY ORDER.
DO NOT SEND CASH. PLEASE INCLUDE BILL NO. AND PAYER CODE
NO. ON YOUR CHECK.
MAKE YOUR CHECK PAYABLE TO:

USDA FOREST SERVICE

MAIL PAYMENT

USDA-FOREST SERVICE
FILE #71652
P.O. BOX 60000
SAN FRANCISCO, CA 94160-1652

TO: JIM AND BERT STARNES
HCR 75, BOX 105
KOOSKIA, ID 83539-

PAYER INDICATE
AMOUNT ENCLOSED: \$

2. NET AMOUNT DUE: \$55.00

3. DUE DATE: 01/01/2005

4. BILL NUMBER BF 010505F0012

5. PAYER CODE: MISC C

6. AGREEMENT NO:

CONTRACT NO:

7. DESCRIPTION:

8. REMARKS:

FAILURE TO PAY FEES BY DUE DATE CONSTITUTES NON-COMPLIANCE
WITH AUTHORIZATION.

2005 SPECIAL USE FEE

9. PRINCIPAL: \$55.00

10. INTEREST:

11. ADMINISTRATIVE COSTS:

12. PENALTY:

13. AMOUNT DUE: \$55.00

14. AMOUNT CREDITED:

15. NET AMOUNT DUE: \$55.00

NOTE:
PLEASE SEND ALL CORRESPONDENCE, INQUIRIES, AND CHANGE OF ADDRESS TO:

LOCHSA RANGER DISTRICT
KOOSKIA OFFICE
RT. 1 BOX 398
KOOSKIA, ID D 83539

208-935-4274

FAILURE TO MAKE PAYMENT BY DUE DATE WILL RESULT IN THE
ASSESSMENT OF LATE PAYMENT CHARGES (INTEREST, ADMINISTRATIVE COST,
AND/OR PENALTY CHARGES) IN ACCORDANCE WITH YOUR CONTRACT, PERMIT,
OR THE DEBT COLLECTION ACT OF 1982, AS AMENDED. POSTMARKS ARE NOT HONORED.

DATE/PERIOD	DESCRIPTION	AMOUNT
01/01/2005 To	2720 SPECIAL USES LOC61 Lochsa Ranger District	\$55.00
12/31/2005	913 IRRIGATION WATER TRANS PIPELINE < 12" D ISSUED: 02/05/2003	

check # 1514
Paid 11/22/04

16. ORG	17. JOB	18. AMOUNT	16. ORG	17. JOB	18. AMOUNT	16. ORG	17. JOB	18. AMOUNT
0105	89830505	\$55.00						