

20087 19624

Exhibit "C"

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

TERM SPECIAL USE PERMIT
FOR RECREATION RESIDENCE

Act of March 4, 1915, as amended July 28, 1956
(Ref. FSM 2720)

a. Record No. (1-2)	20	b. Region (3-4)	06	c. Forest (5-6)	01
d. District (7-8)	02	e. Use No. (9-12)		f. Kind of Use (13-15)	123
g. State (16-17)	36	h. County (18-20)	035	k. Card No. (21)	1

Richard A. and Bonnie R. Howells of 235 West 38th Avenue, Eugene, Oregon 97405
(Name) (husband and wife) (Post Office Address and Zip Code)

(hereafter called the permittee) is hereby authorized to use National Forest lands, for the ~~construction and~~ maintenance of a recreation residence for personal recreational use on the _____
Deschutes National Forest, subject to the provisions of this permit

including items 22 through 31, on page(s) 3 through 4.
This permit covers 0.47 acres.

Described as: (1) Lot 12 of ~~the~~ Tract SH-1, Crescent Lake Recreation Unit ~~tract~~
(A plat of which is on file in the office of the Forest Supervisor.)
OR (2) _____ as shown on the attached map.
(Legal Description)

The following improvements are authorized in addition to the residence structure:

Storage Building
~~Construction or occupancy under this permit shall begin within _____ months. This use shall be exercised at least _____ days each year, unless otherwise~~
~~authorized in writing. It shall not be used as a full time residence to the exclusion of a home~~
~~elsewhere.~~

For this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum
of One hundred fifty-five and 20/100 Dollars (\$ 155.20) from January 1, 19 70,
to December 31, 1970, and thereafter annually on January 1,
One hundred seventy-five and no/100 Dollars (\$ 175.00): provided, however, charges for this use
shall be reviewed and if necessary adjusted as of and effective on January 1, 1972 and
thereafter at the beginning of each 5-year period from that date, in order to place the charges on a basis
commensurate with the value of the use authorized by this permit.

A service charge in addition to the regular fees may be made for failure to meet the fee payment due date.
The service charge shall be one percent per month of the fee from the date statements and fees were due
or \$ 15.00, whichever is greater. If the due date falls on a non-workday, the service charge will not
apply until the end of the next workday. This permit may be terminated for non-payment of fees and as-
sessed service charges.

The permittee agrees that the amount which the United States shall be required to pay for improvements in
accordance with Clause 16 shall in no event exceed \$ _____, and that this instrument may be intro-
duced in any judicial proceedings for the acquisition of such improvements by the United States as the
stipulation of the permittee and the United States with regard to the maximum amount which the United
States shall be required to pay for the taking thereof.

This permit is accepted subject to all of its terms and conditions:

ACCEPTED	PERMITTEE'S NAME & SIGNATURE <u>Richard A. Howells</u>	TITLE <u>Bonnie R. Howells</u>	DATE <u>6/15/70</u>
APPROVED	ISSUING OFFICER'S NAME & SIGNATURE <u>S/ Dale G. Gallagher</u>	TITLE <u>Acting Forest Supervisor</u>	DATE <u>MAY 20 1970</u>

(OVER)

1. Nothing in this permit shall be construed to imply permission to build or maintain any improvement not specifically named on the face of this permit or approved by the Forest Service in the form of a new permit or permit amendment. Additional improvements requiring specific approval shall include, but are not limited to: signs, fences, nameplates, mail boxes, newspaper boxes, boat houses, docks, pipelines, and television antennas.

2. Development plans, layout plans, construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be prepared by a licensed engineer, architect, and/or landscape architect (in those States in which such licensing is required) or other qualified individual acceptable to the issuing officer. Such plans must be approved in advance by the Forest Supervisor.

3. No soil, trees or other vegetation may be removed from the permitted area without first obtaining permission from the Forest Service. All timber cut, destroyed, or injured shall be paid for at current stumpage rates applicable to the sale by the Forest Service of similar timber in the National Forest.

4. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the Forest Service.

5. 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.

6. The permittee shall take all reasonable precaution 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 Service.

7. 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.

8. Avalanches, rising waters, high winds, falling limbs or trees and other hazardous natural phenomena in the forest 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, to remove such hazards.

9. 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.

10. Personal recreation use is defined as non commercial use by the permittee, members of his immediate family, and guests.

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

12. 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 above 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 a 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.

13. This permit is subject to all valid claims.

14. This permit may be terminated upon breach of any of the conditions herein by the issuing officer provided the permittee shall have had a reasonable time-not to exceed ninety (90) days-within which to show cause why such termination should not be made.

15. Except as provided in Clause 16 below, upon abandonment, termination, 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 the restoration of the site.

16. If during the term of this permit or any extension thereof, the Secretary of Agriculture or any official of the Forest Service acting by or under his authority shall determine that the public interest requires termination of this permit, this permit shall terminate upon thirty days' written notice to the permittee of such determination, and the United States shall have the right thereupon to purchase the permittee's improvements, to remove them, or to require the permittee to remove them, at the option of the United States, and the United States shall be obligated to pay an equitable consideration for the improvements or for removal of the improvements and damages to the improvements resulting from their removal. The amount of the consideration shall be fixed by mutual agreement between the United States and the permittee and shall be accepted by the permittee in full satisfaction of all claims against the United States under this clause; provided, that if mutual agreement is not reached, the Forest Service shall determine the amount and if the permittee is dissatisfied with the amount to be due him he may appeal the determination in accordance with the Appeal Regulation (36 C.F.R. 211.20-211.37) and the amount as determined on appeal shall be final and conclusive on the parties hereto; provided further, That upon the payment to the permittee of 75 percent of the amount fixed by the Forest Service, the right of the United States to remove or require the removal of the improvements shall not be stayed pending final decision on appeal.

17. The permittee may sublease the use of improvements covered under this permit; provided the express written permission of the Forest Supervisor has been secured. The permittee shall continue to be responsible for compliance with all conditions of this permit by persons to whom such premises may be sublet.

18. This permit is for lot occupancy and does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a Government agency, utility association, or individual.

19. 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.

20. In case of change of address, the permittee shall immediately notify the Forest Supervisor.

21. 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 provisions thereof, the following clauses will control.

22. This permit is issued for the period ending December 31, 1989, with the provision that it will be extended for a period of 10 years from that date if the permittee is not notified to the contrary prior to December 31, 1979.

Any permit for the site covered by this permit issued to any subsequent owner of the improvements thereon will cover the same period as this permit, unless mutually agreed upon.

23. Disorderly or otherwise objectionable conduct by the permittee or those occupying the premises with his permission, shall, upon proof thereof, be cause for termination of this permit.

24. No animals or fowl, other than household pets, shall be kept upon the premises.

25. The damaging of trees and shrubbery is prohibited. Trees may not be hacked, cut or damaged in any manner, nor may signs, wires, or other materials be nailed to trees.

26. 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.

27. Chimneys, stoves and stovepipes must comply with the Uniform Building Code. For applicable code, the permittee shall consult with the District Ranger prior to his preparation of construction plans.

28. The roof shall be kept reasonably clear of leaves, twigs, and other debris.

29. No fireworks shall be stored or used on the land covered by this permit, or in structures thereon.

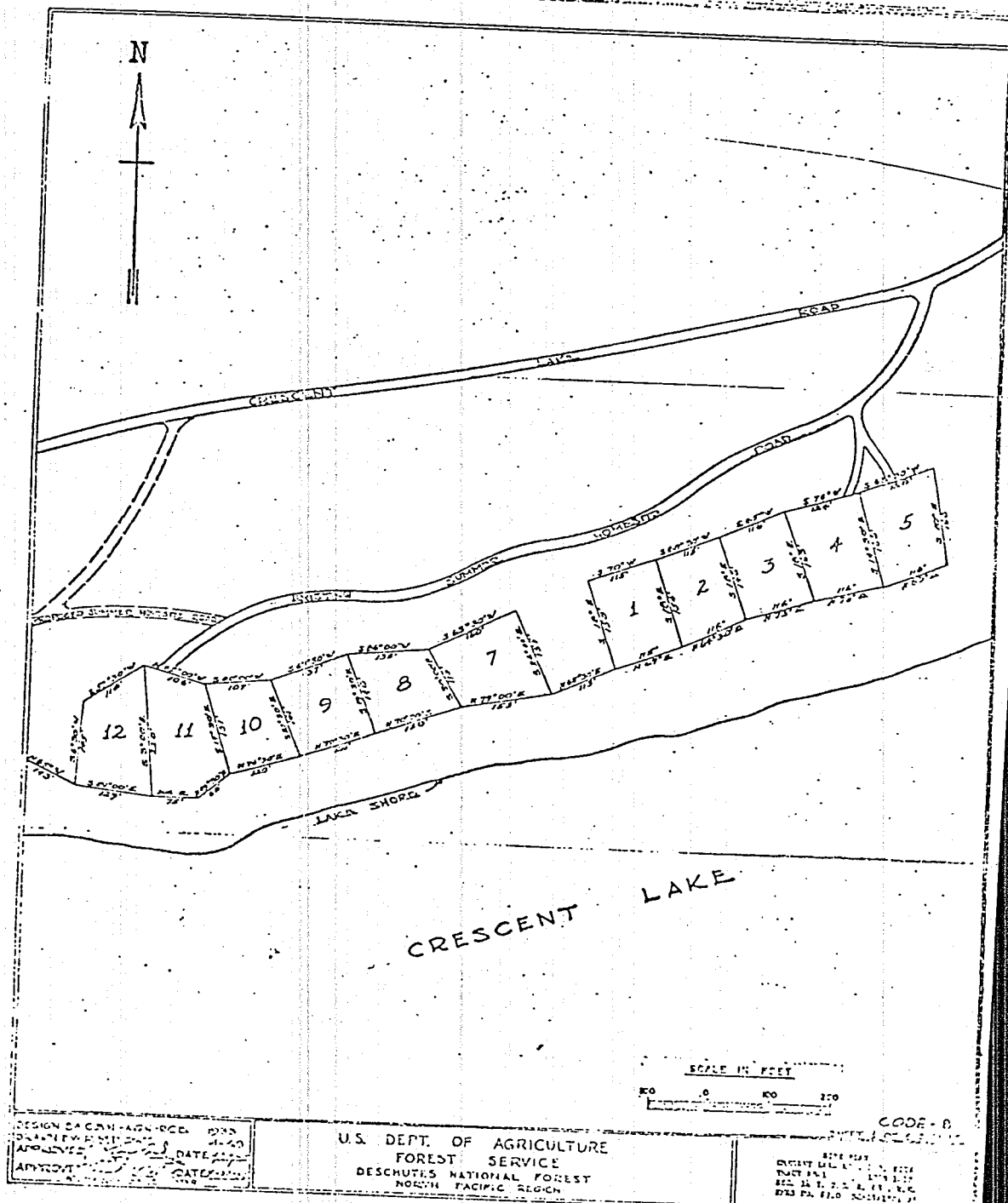
30. Any lands described in this permit which have been withdrawn for waterpower purposes under the Act of March 3, 1879, or Act of June 25, 1910, (or are embraced in an application or license under the Federal Power Act of June 10, 1920), or have been withdrawn under the Reclamation Act of June 17, 1902, are subject at any time to use in connection with the development of waterpower, or for reclamation purposes.

This permit, therefore, is issued with the specific understanding that (1) its use shall not interfere with such waterpower or reclamation development, and that (2) the permit may be, if necessary, terminated upon ninety (90) days notice when in the judgment of the Federal Power Commission, or the Bureau of Reclamation in the event of reclamation withdrawals, the lands occupied are needed for use in connection with the generation of hydroelectric power, reclamation developments, or other purposes contemplated by the Act or Acts under which the lands have been withdrawn.

No claim shall be made against the United States or power licensees for or on account of prospective profits or for any injury or damage to properties, improvements, or operations due to such development. The permittee will be allowed ninety (90) days in which to remove his improvements.

31. This permit supersedes the special use permit issued to Richard A. and Bonnie R. Howels on September 19, 1969, by John H. Nunan, Acting District Ranger.

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Acknowledgment of Transfer of Title to Improvements
and
Application for a New Special-Use Permit

RELINQUISHMENT

Place Eugene, Oregon
Date April 15, 1969

Forest Supervisor
(Forest) Deschutes National Forest
(City and State) P. O. Box 208, Crescent, Oregon 97733

Dear Sir:

★ (We) hereby relinquish* all ~~our~~ (our) right, title, and claim in and to ~~our~~ (our) improvements covered by a special-use permit, dated September 6, 1966 and described as follows: Lot 12, Tract SH-1, Crescent Lake Recreation Unit
to Richard A. and Bonnie R. Howells of 235 W. 38th Ave., Eugene, Oregon 97405
(Name) (Address)

(We) request that this special-use permit be cancelled.

Sincerely yours,

Robert C. Smith
Robert C. Smith

Marilyn M. Smith
Marilyn M. Smith

(Signatures of all permittees listed on permits)

APPLICATION

Application is hereby made for a special-use permit to cover the same tract of land and for the same purpose as permitted in the above case, and subject to such new conditions and stipulations as circumstances may warrant. A signed and acknowledged copy of the (Bill of Sale) ~~conveyance~~ is attached as evidence of ~~our~~ (our) ownership of the improvement on this special-use area.

Richard A. Howells and Bonnie R. Howells
(Name or names to appear on permit)

235 W. 38th Avenue
Eugene, Oregon 97405
(Address)

By Richard A. Howells
(Signature)

Bonnie R. Howells

*Delete parenthesized information that is not applicable.
District Ranger's comments: (Use other side of this sheet if necessary)

1. Transfer of permit recommended unconditionally.
2. Transfer of permit recommended subject to the following changes:

John H. [Signature]
District Ranger

R6-2710-11 (3/64)

STATE OF OREGON: COUNTY OF KLAMATH: ss
I hereby certify that the within instrument was received and filed for record on the 15th day of November A.D., 19 83 at 2:35 o'clock PM, and duly recorded in Vol M83, of Deeds on page 19615.

EVELYN BIEHN, COUNTY CLERK
by [Signature] deputy

Fee \$ 60.00
Re-record to change recording data.....
STATE OF OREGON: COUNTY OF KLAMATH: ss
I hereby certify that the within instrument was received and filed for record on the 22nd day of November A.D., 19 83 at 3:12 o'clock PM, and duly recorded in Vol M83, of Misc. on page 20076.

EVELYN BIEHN, COUNTY CLERK
by [Signature] deputy

Fee \$ None