

TERM SPECIAL USE PERMIT  
FOR RECREATION RESIDENCE

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

MTL-1396-173

RICHARD H. SCHWARTZ

|                     |                  |                    |                        |
|---------------------|------------------|--------------------|------------------------|
| a. Record No. (1-2) | b. Region (3-4)  | c. Vol. No. (5-6)  | d. Page No. (7-8)      |
| 22021-094           | 7-0              | 0-0                | 1-1                    |
| d. District (7-8)   | e. State (16-17) | f. User No. (9-12) | g. Kind of Use (13-15) |
| 03                  | 41               | 5687               | 123                    |
| h. County (18-20)   | i. Cord No. (21) |                    |                        |
| 035                 | 1                |                    |                        |

(Name) of 315 High Street, Ashland, Oregon 97520  
(Post Office Address and Zip Code)  
is hereby authorized to use National Forest lands, for the construction and maintenance of a recreation residence for personal recreational use on the WINEMA

including items 22 through 43, on page(s) 3 through 4  
This permit covers 50 acres.

Described as: (1) Lot 2 Block S of the Lake of the Woods tract,  
OR (2) (A Plat of which is on file in the office of the Forest Supervisor.)

The following improvements are authorized in addition to the residence structure:  
MOUNTAIN TITLE COMPANY, INC. has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

Construction under the terms of this permit is completed.

Construction or occupancy under this permit shall begin within XXXX months. This use shall be exercised at least XXXX 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 Eight Hundred and 00/100 Dollars (\$ 800.00 ) from January 1 19 85, to December 31 19 85, and thereafter annually on January 1 Eight Hundred and 00/100 Dollars (\$ 800.00 ); provided, however, charges for this use shall be reviewed and if necessary adjusted as of and effective on January 1, 1987 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.

~~Service charge to cover the regular fees may be added for failure to meet the fee payment schedule. The service charge shall be one percent of the fee due from the date of delinquency and fees will be due at the end of the month following the date of delinquency. If the fee is not paid by the end of the month following the date of delinquency, the service charge will be increased to two percent. This permit may be terminated for nonpayment of fees and back fees.~~

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

|          |                                                             |                                 |
|----------|-------------------------------------------------------------|---------------------------------|
| ACCEPTED | PERMITTEE'S NAME & SIGNATURE<br><u>Richard H. Schwartz</u>  | DATE<br><u>8/22/84</u>          |
| APPROVED | ISSUING OFFICER'S NAME & SIGNATURE<br><u>Fred C. Weaver</u> | TITLE<br><u>District Ranger</u> |
|          |                                                             | DATE<br><u>8/24/84</u>          |

(OVER)

GENERAL PROVISIONS

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.
13. 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.
14. This permit is subject to all valid claims.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. In case of change of address, the permittee shall immediately notify the Forest Supervisor.
22. 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.

STATE OF OREGON: COUNTY OF KLAMATH:ss  
I hereby certify that the within instrument was received and filed for  
record on the 31 day of August A.D., 19 84 at 10:59 o'clock A M,  
and duly recorded in Vol MB4, of Misc. 84 at 10:59 on page 15113

EVELYN BIEHN, COUNTY CLERK  
by: *[Signature]*, Deputy

Fee: \$8.00

GPO 937-932