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Vol. 288 Page 17282

Aspen 32087

CERTIFICATION

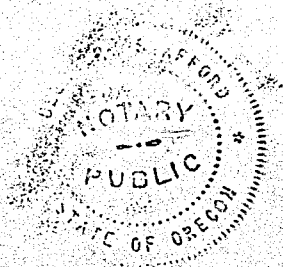
STATE OF OREGON)
 : ss.
County of Klamath)

I, hereby certify that the attached Special Use Permit No. 70 06 20 01 4182 362 41 035 1 dated April 17, 1987, consisting of 4 pages which includes the legal description attached is a true, correct copy of the original on file in the office of the United States Department of Agriculture, Forest Service, Winema National Forest, Chemult Ranger District, P.O. Box 150, Chemult, Oregon 97731.

Bradford J. Aspell
BRADFORD J. ASPELL, ATTORNEY FOR
CHEMULT RURAL FIRE PROTECTION
DISTRICT

SUBSCRIBED AND SWORN TO before me this 13th day of October, 1988.

Deena R Swafford
NOTARY PUBLIC FOR OREGON
My commission expires: 8/20/90



88 OCT 14 AM 11 27

17283

MAY 15 1967

United States Department of Agriculture Forest Service TERM SPECIAL USE PERMIT <i>Act of March 4, 1913, as amended July 28, 1936, or Act of March 30, 1948 (Rel. FSM 2710)</i>	a. Record no. (1-2) <u>70</u> J. District (7-8) <u>01</u> g. State (16-17) <u>41</u>	b. Region (3-4) <u>06</u> e. Use number (9-12) <u>4112</u> h. County (18-20) <u>035</u>	c. Forest (5-6) <u>20</u> i. Kind of use (13-15) Service Building <u>362</u> k. Cont. no. (21) <u>1</u>
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Permission is hereby granted to Chemult Rural Fire Protection District

of Chemult, Oregon

hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements for the period of 20 years from the date thereof:

A parcel of land located in the E1, NE1, Section 20, T.27S., R.8E.,
 Willamette Meridian, more particularly described on the attached
 drawing.

This permit covers 1.0 acres and is issued for the purpose of:
 (more or less)

Constructing, using, and maintaining a fire hall and ambulance parking
 area, parking lot, well improvements, and water transmission line.

The purpose of this permit is to provide fire protection to the Chemult Rural
 Fire District, including the Chemult RD Administrative Site. Any other use is
 incidental to this objective.

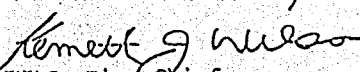

1. Construction or occupancy and use under this permit shall begin within 3 months, and
 construction, if any, shall be completed within 18 months, from the date of the permit. This
 use shall be actually exercised at least 365 days each year, unless otherwise authorized
 in writing.

FREE USE AS AUTHORIZED UNDER 36 CFR 251.57

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agri-
 culture, the sum of _____ Dollars (\$) for the period from _____
19, to _____, 19, and thereafter
 annually on _____ Dollars (\$ _____).

Provided, however, that the charges for this use shall be readjusted as of, and effective on, the beginning
 of each 5-year period from the due date of the first annual payment in order 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 20 to
30 attached hereto and made a part of this permit.

PERMITTEE	NAME OF PERMITTEE Chemult Rural Fire Protection District	SIGNATURE OF AUTHORIZED OFFICER 	DATE <u>4/17/57</u>
ISSUING OFFICER	NAME AND SIGNATURE 	TITLE Forest Supervisor	DATE <u>4/17/87</u>

(CONTINUED ON REVERSE)

2700-5 (10/66)

4. Development plans; lay-out plans; construction, reconstruction, or alteration of improvements; or revision of lay-out 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 value 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 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 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. Except as provided in Clause 16 below, 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 the 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 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 will be authorized by a permit to him, which may be for the unexpired term of this permit or for such new period as the circumstances justify.
14. The permittee may sublease the use of land and improvements covered under this permit and the operation of concessions and facilities authorized; 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.
15. This permit may be terminated upon breach of any of the conditions herein.
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 thus determined 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% 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 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 \$ 0.00, and that this instrument may be introduced 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.
18. In case of change of address the permittee shall immediately notify the forest supervisor.
19. 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.

3. During the performance of this authorization, the holder agrees that:

1. The holder and employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, or national origin by curtailing or refusing to furnish accommodations.

2. Title VI attaches coverage to the holder's employment practices if discrimination in employment impeded the delivery of services and benefits to people on the basis of their race, color, or national origin.

3. The holder shall include and require compliance with this nondiscrimination provision in any subcontract made with respect to the operations under this authorization.

4. Signs setting forth this policy of nondiscrimination, to be furnished by the Forest Service, will conspicuously be displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

21. 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.

22. 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.

23. The holder shall dispose of refuse resulting from this use, including waste materials, garbage, and rubbish of all kinds in the following manner: Haul to closest designated county dump.

24. 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, 2007, 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 6 (months) prior to said date that such new authorization is desired.

25. 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.

26. If, prior to or during excavation work, items of archaeological, paleontological, or historic value are reported or discovered, or an unknown deposit of such items is disturbed, the holder will immediately cease excavation in the area so affected. Holder will then notify the Forest Service and will not resume excavation until written approval is given by the authorized officer.

If it deems it necessary or desirable, the Forest Service may require the holder to have performed recovery, excavation, and preservation of the site and its artifacts at the holder's expense. At the option of the Forest Service, this authorization may be terminated at no liability by the United States when such termination is deemed necessary or desirable to preserve or protect archaeological, paleontological, or historic sites and artifacts.

27. 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. This permit is for the occupancy of land for the purposes stated 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.

29. The holder shall restrict all parking to areas approved by the Forest Service.

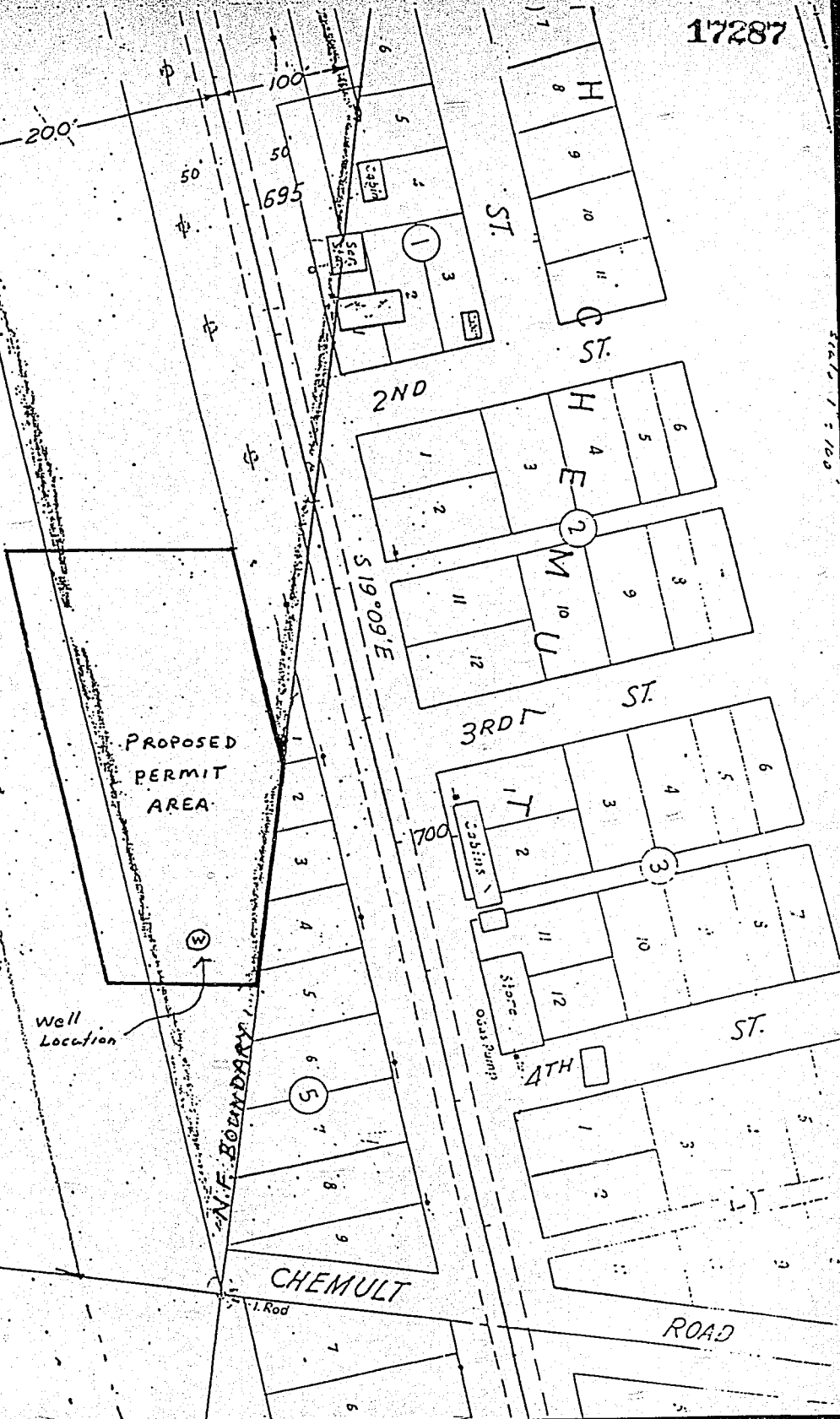
30. No signs or advertising devices shall be erected on the area covered by this permit, or highways leading thereto, without prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards, as determined by the Forest Service.

17287



Scale 1" = 100'

E 1/2, NE 1/4
Section 20
T. 27 S.
R. 8 E.
Willamette Meridian



17288

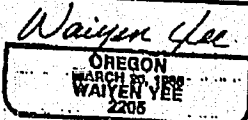
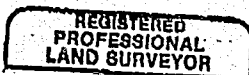
Legal Description for Chemult Rural
Fire Protection District Fire Wall.

A parcel of land located in the E $\frac{1}{2}$ NE $\frac{1}{4}$,
Section 20, Township 27 South Range 3 East
of the Willamette Base Meridian, more partic-
ularly described as follows:

Commencing from the $\frac{1}{4}$ corner common to
Sections 20 and 21; thence Northerly along
the section line - 240.0 ft. to the True Point
of Beginning; thence, West - 110.0 ft.; thence,
N 19°09' W (parallel to the U.S. Highway 97 right-
of-way line) - 288.0 ft.; thence, East - approx-
imately 170.0 ft. to a point intersecting the west
right-of-way line of Highway 97; thence, Southerly
along said right-of-way line approximately 100.0 ft.
to a point intersecting the section line of Sections 20 and 21;
thence, leaving said right-of-way line, Southerly
along the section line approximately 175.0 ft.
to the True Point of Beginning. Parcel containing
1.0 acres more or less

* NOTE:

The Bearings were based on County Assessor
Records on file as of February 1987, and are
subject to change reflecting any future or past
Record of Surveys of this specific area. This
description reflects the intent of the Special
Use Permit issued by the Winema U.F. dated 4/17/87.
The parcel has not been surveyed; therefore, distance
and bearings are scaled.



10/6/88

Forest Land Surveyor
Winema National Forest

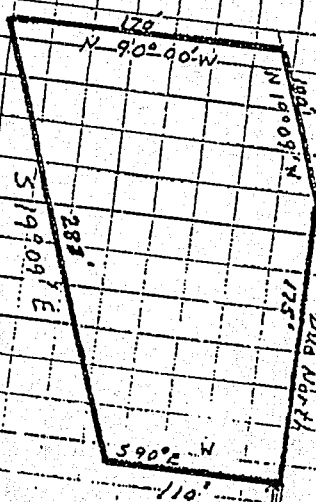
OCT 06 '88 10:02 WINEMA NF 038836759 K-FALLS OR

FIRE HALL SUR.

17289

P. 3/3

Scale: 1"=100'



STATE OF OREGON: COUNTY OF KLAMATH: ss. Section 20 Section 21

Filed for record at request of Aspen Title Co.
of Oct. A.D., 19 88 at 11:27 o'clock

the 14th day
on Page 17282
Evelyn Biehn
County Clerk

FEE \$43.00

Return: A.T.C.

By Darlene Mullenbach