

BEFORE THE HEARINGS OFFICER  
KLAMATH COUNTY, OREGONIN THE MATTER OF CUP 69-91 FOR CALVIN  
CALDWELL TO ESTABLISH A RESIDENCE  
NOT IN CONJUNCTION WITH FARM USE

ORDER

1. NATURE OF THE REQUEST:

The applicant wishes to establish a residence not in conjunction with farm use on 30.59 acres west of the Crater Lake Hwy (Hwy 62) and north of the intersection of Hwy 422 South, Agency Lake area. This request was heard by the Hearings Officer February 8, 1991 pursuant to Ordinances 44 and 45. The request was reviewed for conformity with Land Development Code Sections 54.060 and O.R.S. 215.243.

2. NAMES OF THOSE WHO PARTICIPATED:

The Hearings Officer in review of this application was Neil D. Smith. Calvin Caldwell's representative, Linda Long, appeared and offered testimony in support of the application. The Planning Department was represented by Kim Lundahl, Senior Planner. The recording secretary was Karen Burg, Administrative Secretary.

3. LEGAL DESCRIPTION:

The property under consideration is located in the SW 1/4 section 5 Township 35S Range 7E W.M.. T.A. 3507-5-800.

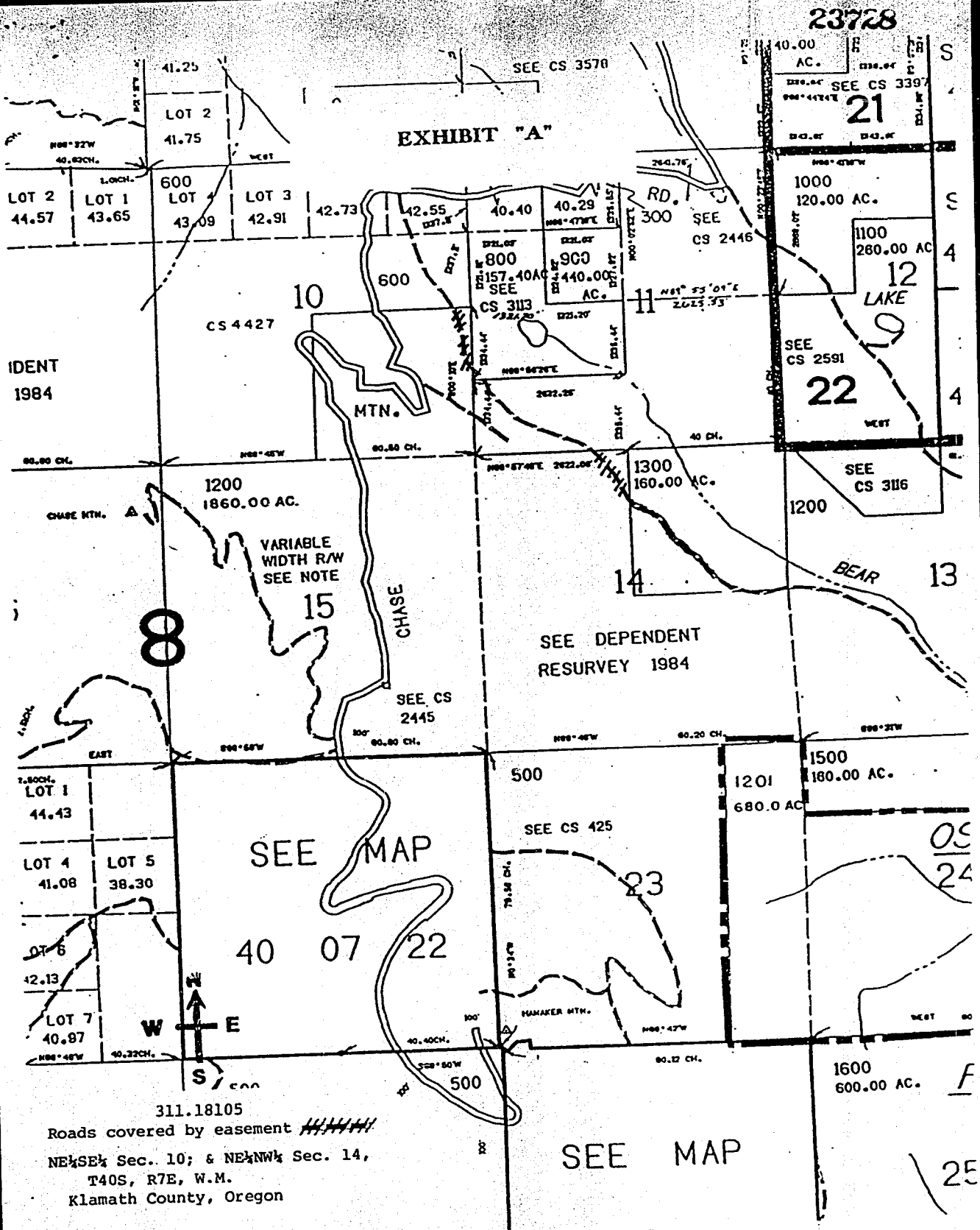
4. RELEVANT FACTS:

The property is within the Agriculture plan designation and has an implementing zone of EFU-CG. The property fronts Hwy 62 on the east, is 30.59 acres in size and is not under farm tax deferral.

Direct access to the property is provided by a user maintained road on the south boundary.

The property was evaluated for subsurface sewage feasibility in 1984, and that issue is not before the Hearings Officer at this time.

The Land Use Capability Classification of the property is Class VI.



311.18105  
Easement to McAuliffe

- e. Other insurance limits may be set upon mutual agreement in writing by the GRANTOR and GRANTEE.
9. All agreements and conditions of this easement are alike binding upon the GRANTEE and any other future holders of this easement.

Executed this 1<sup>ST</sup> day of November, 1991.

GRANTOR:

GRANTEE:

STATE OF OREGON, acting by and  
through its Board of Forestry

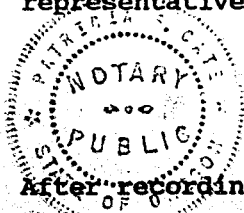
Ray Craig  
Ray Craig  
Assistant State Forester

Daniel T McAuliffe  
Daniel T. McAuliffe

ACKNOWLEDGMENT

STATE OF OREGON                    )  
  ) ss.  
County of Marion                    )

This instrument was acknowledged before me this 1<sup>ST</sup> day  
of November, 1991, by Ray Craig, as the authorized  
representative of the State of Oregon.



Patricia S Cate  
Notary Public for Oregon

My Commission expires: 6/23/92

After recording return to:

Daniel T. McAuliffe  
5140 Lombardy Lane  
Klamath Falls, OR 97603

Upon GRANTOR's written notice of termination, GRANTEE shall execute a recordable document evidencing termination of easement.

6. GRANTEE, when using the roadway on said easement and right of way, shall maintain the said roadway in a condition as good as existed prior to the commencement of such use, provided that when GRANTEE and other authorized parties jointly use said roadway, then each party shall be responsible for a proportionate part of the entire maintenance which said part shall be based upon the ratio of part use to total use.
7. Should GRANTEE fail to perform the road maintenance required by this easement, GRANTOR shall have the right to perform or cause to have performed said maintenance and recover all associated costs from GRANTEE. GRANTEE shall reimburse GRANTOR within 30 days from date billed.
8. GRANTEE shall secure and keep in effect during commercial use of the roads under this easement the following insurance coverages, in a policy or policies issued by an insurance company or companies authorized to do business in the State of Oregon. The issuing company or companies shall indicate on the insurance certificate(s) required by this section that GRANTOR will be given not less than 30 days notice of any cancellation, material change, or intent not to renew such policy. The coverage shall be as follows:
  - a. Commercial General Liability insurance covering personal injury and property damage in an amount not less than \$500,000 combined single limit per occurrence, with no more than \$5,000 deductible.
  - b. Automobile Liability insurance in an amount not less than \$500,000 combined single limit per occurrence. This coverage can be provided by combining the Automobile Liability protection with the Commercial General Liability policy.
  - c. Loggers Broad Form coverage, in an amount not less than \$500,000 with no more than \$5,000 deductible, for costs of fire control, losses or damage from fire, and other causes arising or resulting from activities of GRANTEE, employees, contractors and others working or acting for GRANTEE.
  - d. As evidence of the insurance coverage required by this contract, GRANTEE shall furnish a certificate or certificates of insurance including all of the foregoing coverages to GRANTOR.